

# 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/Chairman	2020/May 2020
Jeff L. Nading	Treasurer	2022/May 2022
Charles Church McKay	Assistant Secretary	2020/May 2020
Diana K. Ten Eyck	Assistant Secretary	2020/May 2020
Steve Nading	Assistant Secretary	2022/May 2022
David Solin	Secretary	

DATE November 26, 2019 (Tuesday)  
TIME: 9:30 A.M.  
PLACE: Special District Management Services, Inc.  
141 Union Boulevard, Suite 150  
Lakewood, Colorado

### 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. Review and approve Minutes from the October 22, 2019 regular meeting (enclosure).  

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- D. Discuss 2020 meeting dates. Review and consider adoption of Resolution No. 2019-11-01, Resolution of the Board of Directors of the Jefferson Center Metropolitan District No. 1 Establishing Regular Meeting Dates, Time and Location and Designating Location for Posting of 24-Hour Notices (enclosure).  

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- E. Discuss update on McGeady Becher P.C. District records retention.  

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- F. Discuss Section 32-1-809, C.R.S. reporting requirements and mode of eligible elector notification for 2019 (SDA website and District Website).  

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- G. Discuss Insurance renewal, insurance schedules, and renewal of membership in the Special District Association.
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II. PUBLIC COMMENT

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

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

- Ratify approval of Contract between the District and Hogan Action Services, for seeding and mulching, in the amount of \$28,600.
  - Ratify approval of Contract between the District and Hogan Works, for wire fencing, in the amount of \$28,860.
  - Ratify approval of Contract between the District and Kelley Trucking, for Candelas Medical Phase 2 Earthwork, in the amount of \$2,019,968.86 (final Contract amount).
  - Ratify approval of Task Order No. 2-A3 to the Service Agreement between the District and Martin/Martin, Inc., for SCL Medical Engineering Amendment No. 3, in the amount of \$10,000.
  - Ratify approval of Task Order No. 10-A2 to the Service Agreement between the District and Martin/Martin, Inc., for SCL Medical Engineering Amendment No. 3, in the amount of \$10,000.
  - Ratify approval of Task Order No. 5 to the Service Agreement, between the District and Wyoco Erosion Control, for Erosion Control, for an increase in the contract amount of \$25,000.
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III. FINANCIAL MATTERS

- A. Review and consider approval of the payment of claims through the period ending November 26, 2019 as follows: (enclosure)

General Fund:	\$ 7,880.50
Debt Service Fund:	\$ -0-
Capital Projects Fund:	\$ 580,382.98
<b>Total:</b>	<b>\$ 588,263.48</b>

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- B. Review and accept unaudited financial statements for the period ending September 30, 2019 (enclosure).

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

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

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- E. Review Non-Eligible Expense Tracking Report (to be distributed at meeting).

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- F. Discuss status of Reimbursement Request Nos. 1-3 to Foothills Community Church.

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- G. Consider engagement of Fiscal Focus Partners LLC for preparation of 2019 Audit for an amount not to exceed \$5,350 (enclosure).

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- H. Conduct Public Hearing to consider Amendment to 2019 Budget and (if necessary) consider adoption of Resolution to Amend the 2019 Budget and appropriate expenditures.

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- I. Conduct Public Hearing on the proposed 2020 Budget and consider adoption of Resolution to Adopt the 2020 Budget and Appropriate Sums of Money and Resolution to Set Mill Levies (for General Fund \_\_\_\_\_, Debt Service Fund \_\_\_\_\_ and Other Fund(s) \_\_\_\_\_ for a total mill levy of \_\_\_\_\_) (enclosures – preliminary assessed valuation, 2020 draft budget and resolutions).

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  - 1. Consider adoption of Resolution No. 2019-11-\_\_\_\_, Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Colorado Constitution, Article X, Section 3 (enclosure).

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

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- K. Consider appointment of District Accountant to prepare the 2021 Budget and set date for public hearing to adopt the 2021 Budget (\_\_\_\_\_, 2020).
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IV. MANAGEMENT MATTERS

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

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

1. Discuss status of construction under the Phase One Agreement and Phase Two Agreement.
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- a. Consider verification of Expenditures under the Phase One Agreement and/or Phase Two Agreement.
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2. Review and consider approval (or ratification of) Disbursement Request(s) under the Phase One Agreement and/or Phase Two Agreement:

- a. Consider ratifying approval of Disbursement Request No. 6 under the Phase One Agreement, in the amounts of \$438,800.72 (enclosure).
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- b. Consider ratifying approval of Disbursement Request No. 1 under the Phase Two Agreement, in the amount of \$96,520.73 (enclosure).
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- B. Status of Second Amended and Restated Intergovernmental Agreement for the Jefferson Parkway by and between the City of Arvada, Jefferson Center Metropolitan District No. 2, Jefferson Center Metropolitan District No. 1, the Jefferson Parkway Public Highway Authority, Cimarron Commercial, LLC and Cimarron Development Company.
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1. Review and consider approval or acknowledgement of Supplemental Agreement Regarding Project Administration Pursuant to Paragraph 12.0 of Amended Parkway IGA for the Jefferson Parkway by and among the Jefferson Parkway Public Highway Authority, Jefferson Center Metropolitan District No. 2, and Jefferson Center Metropolitan District No. 1 (to be distributed).
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- C. **Series 2020 Bond Issuance(s) (the “Bonds”):**

1. Discuss status and structure of the proposed Bonds. Authorize any necessary actions required in connection with the Bonds.
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2. Discuss status of Request for Proposals process for banks/lenders in connection with the Bonds.
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3. Discuss process and schedule for organizational of new districts. Authorize any necessary actions required in connection therewith.
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- D. Consider adoption of Resolution No. 2019-11-\_\_\_\_, Resolution Calling a Regular Election for Directors on May 5, 2020, appointing the Designated Election Official (“DEO”), and authorizing the DEO to perform all tasks required for the conduct of a mail ballot election (enclosure). Self-Nomination forms are due by February 28, 2020. Discuss the need for ballot issues and/or questions.
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- E. Review and consider approval of Agreement to Resolve Obligations between the District and Foothills Community Church (to be distributed).
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VI. CONSTRUCTION MATTERS

- A. Review Construction Status Report.
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- B. Consider approval of contracts, work orders and change orders.
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- C. Discuss status of water tank construction negotiations at Highway 93 and Candelas Parkway with the City of Arvada.
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1. Discuss Purchase and Sale Agreement between Cimarron Commercial, LLC and the District for the purchase of the Tank Site.
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2. Discuss Intergovernmental Agreement for the Purchase of Tank Site between the District and the City of Arvada.
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VII. CAPITAL IMPROVEMENTS

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

VIII. OTHER BUSINESS

- A. Review and ratify approval of Service Agreement for Snow Removal Services between the District and Environmental Designs, Inc. (enclosure).
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- B. Review and consider approval of Service Agreement for Landscape Maintenance Services between the District and Environmental Designs, Inc. (enclosure).
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IX. ADJOURNMENT **THERE ARE NO MORE REGULAR MEETINGS SCHEDULED FOR 2019.**

## 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 OCTOBER 22, 2019

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, the 22nd day of October, 2019, at 9:30 A.M., at the offices of the District, 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228. The meeting was open to the public.

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#### ATTENDANCE

##### Directors In Attendance Were:

Gregg Bradbury  
Jeff Nading  
Charles Church McKay  
Diana K. Ten Eyck  
Steve Nading

##### Also In Attendance Were:

David Solin; Special District Management Services, Inc.

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

Joy Tatton; Simmons & Wheeler, P.C. (via speakerphone for a portion of the meeting)

Brandon Collins and Wes Back (in person) and Elesha Carbaugh-Gonzales (via speakerphone for a portion of the meeting); Independent District Engineering Services, LLC

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#### DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

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

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## RECORD OF PROCEEDINGS

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### ADMINISTRATIVE MATTERS

**Agenda:** Mr. 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 Steve Nading, seconded by Director McKay and, upon vote, unanimously carried, the Agenda was approved, as amended.

**Approval of Meeting Location:** 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. Following discussion, upon motion duly made by Director Steve Nading, seconded by Director McKay and, upon vote, unanimously carried, the Board determined that because there was not a suitable or convenient location within its boundaries to conduct this meeting, it was determined to conduct the meeting at the above-stated location. The Board further noted that notice of the time, date and location was duly posted and that they have not received any objections to the location or any requests that the meeting place be changed by taxpaying electors within its boundaries.

**Minutes:** The Board reviewed the Minutes from the September 24, 2019 regular meeting.

Following discussion, upon motion duly made by Director Ten Eyck, seconded by Director McKay and, upon vote, unanimously carried, the Minutes from the September 24, 2019 regular meeting were approved, as presented.

### CONSENT AGENDA

The Board considered the following actions:

- Ratify approval of Change Order #24 to the Contract between the District and Premier Earthworks & Infrastructure for miscellaneous CORs, Highway 72 striping, Highway 72 extra roadbase depth, and asphalt settlement repair, in the amount of \$31,796.89.
- Ratify approval of Change Order #25 to the Contract between the District and Premier Earthworks & Infrastructure for Hwy 72 striping polymer and additional asphalt depth, in the amount of \$31,168.25.
- Ratify approval of Change Order #26 to the Contract between the District and Premier Earthworks & Infrastructure for miscellaneous CORs, in the amount of \$31,102.63.
- Ratify approval of Task Order No. 21 to the Service Agreement between the District and Martin/Martin, Inc., for grading/earthwork/Taylor Morrison Parcels, in the amount of \$10,000.



## RECORD OF PROCEEDINGS

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

### **FINANCIAL MATTERS**

**Accounting Services:** The Board reviewed the Engagement Agreement for Accounting Services between the District and Simmons & Wheeler, P.C.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director Ten Eyck and, upon vote, unanimously carried, the Board approved the Engagement Agreement for Accounting Services between the District and Simmons & Wheeler, P.C.

**Claims:** The Board considered ratifying approval of the payment of claims for the period ending October 22, 2019 as follows:

General Fund:	\$ 20,506.55
Debt Service Fund:	\$ -0-
Capital Projects Fund:	\$ 268,622.15
Total:	\$ 289,168.70

Following discussion, upon motion duly made by Director Steve Nading, seconded by Director Bradbury and, upon vote, unanimously carried, the Board ratified approval of the payment of claims for the period ending October 22, 2019.

**Expense Tracking Report (ETR):** Mr. Solin, Ms. Carbaugh-Gonzales and Ms. Tatton reviewed the Expense Tracking Report with the Board.

**District Expenditures Verification Report prepared by Independent District Engineering Services, LLC ("IDES"):** Mr. Collins and Ms. Carbaugh-Gonzales reviewed IDES' report entitled "District Expenditures Verification for October 2019," which summarizes IDES' review and verification of the expenditures of the District for October 2019 related to certain District construction contracts. The Verification Report identified \$284,746.45 of District Eligible Expenses and \$4,422.25 of Non-Eligible Expenses.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director Steve Nading and, upon vote, unanimously carried, the Board determined to accept the District Eligible Expenses in the amount of \$284,746.45.

## RECORD OF PROCEEDINGS

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

**Non-Eligible Expense Tracking Report (ETR):** Mr. Solin reviewed, and the Board discussed, the Non-Eligible Expense Tracking Report.

**Reimbursement Request Nos. 1-3 to Foothills Community Church ("FCC"):** Attorney Becher discussed the status of Reimbursement Request Nos. 1-3 to the Foothills Community Church ("FCC"). She reported that she is finalizing the Letter Agreement to send to the FCC.

**2020 Budget:** Ms. Tatton reviewed with the Board the draft 2020 Budget.

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### **MANAGEMENT MATTERS**

**Water Allocations and Facilities Fees Collections:** Mr. Solin discussed the status of water Allocations and Facilities Fees billing and collection with the Board, and noted that the allocations are in balance with Mr. Sullivan at the City of Arvada.

**FEMA Grant Close-Out:** Mr. Solin updated the Board and noted that there was nothing new to report.

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### **LEGAL MATTERS**

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

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

**Verification of Expenditures Under the Phase One Agreement and/or Phase Two Agreement:** Mr. Collins and Mr. Back discussed with the Board.

**Disbursement Request(s) under the Phase One Agreement and/or Phase Two Agreement:** Mr. Collins and Mr. Back discussed with the Board the status of disbursement requests.

## RECORD OF PROCEEDINGS

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Disbursement Request Nos. 4 & 5 under the Phase One Agreement: The Board discussed Disbursement Request Nos. 4 & 5 under the Phase One Agreement.

Following review and discussion, upon motion duly made by Director Bradbury, seconded by Director Jeff Nading and upon vote, unanimously carried, the Board ratified approval of Disbursement Request No. 4 under the Phase One Agreement, in the amount of \$270,017.54, and ratified approval of Disbursement Request No. 5 under the Phase One Agreement, in the Amount of \$127,998.09.

**Second Amended and Restated Intergovernmental Agreement for the Jefferson Parkway by and between the City of Arvada, Jefferson Center Metropolitan District No. 2, Jefferson Center Metropolitan District No. 1, the Jefferson Parkway Public Highway Authority, Cimarron Commercial, LLC and Cimarron Development Company:**

It was noted that the District approved the Second Amended and Restated Intergovernmental Agreement for the Jefferson Parkway by and between the City of Arvada, Jefferson Center Metropolitan District No. 2, Jefferson Center Metropolitan District No. 1, the Jefferson Parkway Public Highway Authority, Cimarron Commercial, LLC and Cimarron Development Company, contingent upon the District approving the First Amendment to Facilities Funding and Acquisition Agreement between the District and Cimarron Development Company.

**First Amendment to Facilities Funding and Acquisition Agreement between the District and Cimarron Development Company:** Attorney Becher reviewed with the Board the First Amendment to Facilities Funding and Acquisition Agreement between the District and Cimarron Development Company.

Following review and discussion, upon motion duly made by Director Bradbury, seconded by Director Jeff Nading and upon vote, unanimously carried, the Board approved the First Amendment to Facilities Funding and Acquisition Agreement between the District and Cimarron Development Company, subject to Cimarron Development Company's final revisions.

**Series 2020A Special Revenue Loans, Series 2020B Subordinate Current Interest Bonds, and Series 2020C Junior Subordinate Cash Flow Bonds:**

Financial Services Agreement: The Board reviewed the Financial Services Agreement between the District and Piper Jaffray & Co.

## RECORD OF PROCEEDINGS

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Following review and discussion, upon motion duly made by Director Steve Nading, seconded by Director Bradbury and upon vote, unanimously carried, the Board ratified approval of the Financial Services Agreement between the District and Piper Jaffray & Co.

Letter Agreement for Investment Banking Services: The Board reviewed the Letter Agreement for Investment Banking Services Between the District and D.A. Davidson & Co. Fixed Income Capital Markets.

Following review and discussion, upon motion duly made by Director Steve Nading, seconded by Director Bradbury and upon vote, unanimously carried, the Board ratified approval of the Letter Agreement for Investment Banking Services Between the District and D.A. Davidson & Co. Fixed Income Capital Markets.

Bond Counsel Engagement Agreement: The Board discussed a Bond Counsel Engagement Agreement between the District and Kutak Rock LLP.

Following review and discussion, upon motion duly made by Director Bradbury, seconded by Director Steve Nading and upon vote, unanimously carried, the Board approved the Bond Counsel Engagement Agreement between the District and Kutak Rock LLP, subject to final review by Legal Counsel.

Refinancing and identity of the issuing district(s) for the Refinancing: The Board deferred discussion.

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### **CONSTRUCTION MATTERS**

**Construction Status Report:** Mr. Back discussed with the Board the Project Status Report dated October 22, 2019. 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 Task Orders, Work Orders and Change Orders:

- Consider approval of Contract between the District and Hogan Action Services, for seeding and mulching, in the amount of \$28,600.
- Consider approval of Contract between the District and Hogan Works, for wire fencing, in the amount of \$28,860.
- Consider approval of Contract between the District and Kelley Trucking, for Candelas Medical Phase 2 Earthwork, in the amount of \$2,019,968.86 (final Contract amount).
- Consider approval of Task Order No. 2-A3 to the Service Agreement between the District and Martin/Martin, Inc., for SCL

## RECORD OF PROCEEDINGS

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Medical Engineering Amendment No. 3, in the amount of \$10,000.

- Consider approval of Task Order No. 10-A2 to the Service Agreement between the District and Martin/Martin, Inc., for SCL Medical Engineering Amendment No. 3, in the amount of \$10,000.
- Consider approval of Task Order No. 5 to the Service Agreement, between the District and Wyoco Erosion Control, for Erosion Control, for an increase in the contract amount of \$25,000.

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

**Status of Water Tank Construction Negotiations:** Attorney Becher reported to the Board that negotiations with the City are continuing.

**Purchase and Sale Agreement between Cimarron Commercial, LLC and the District for the purchase of the Tank Site:** The Board deferred discussion.

**Intergovernmental Agreement for the Purchase of Tank Site between the District and the City of Arvada:** Attorney Becher reported to the Board that she has received the Intergovernmental Agreement for the Purchase of Tank Site between the District and the City of Arvada and is currently reviewing it.

### **CAPITAL IMPROVEMENTS**

\_\_\_\_\_  
None.  
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### **OTHER BUSINESS**

\_\_\_\_\_  
None.  
\_\_\_\_\_

### **ADJOURNMENT**

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

Respectfully submitted,

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

# JEFFERSON CENTER METRO DISTRICT NO. 1

## Board Meeting Project Status

October 22, 2019

### Project Work

#### Candelas Point

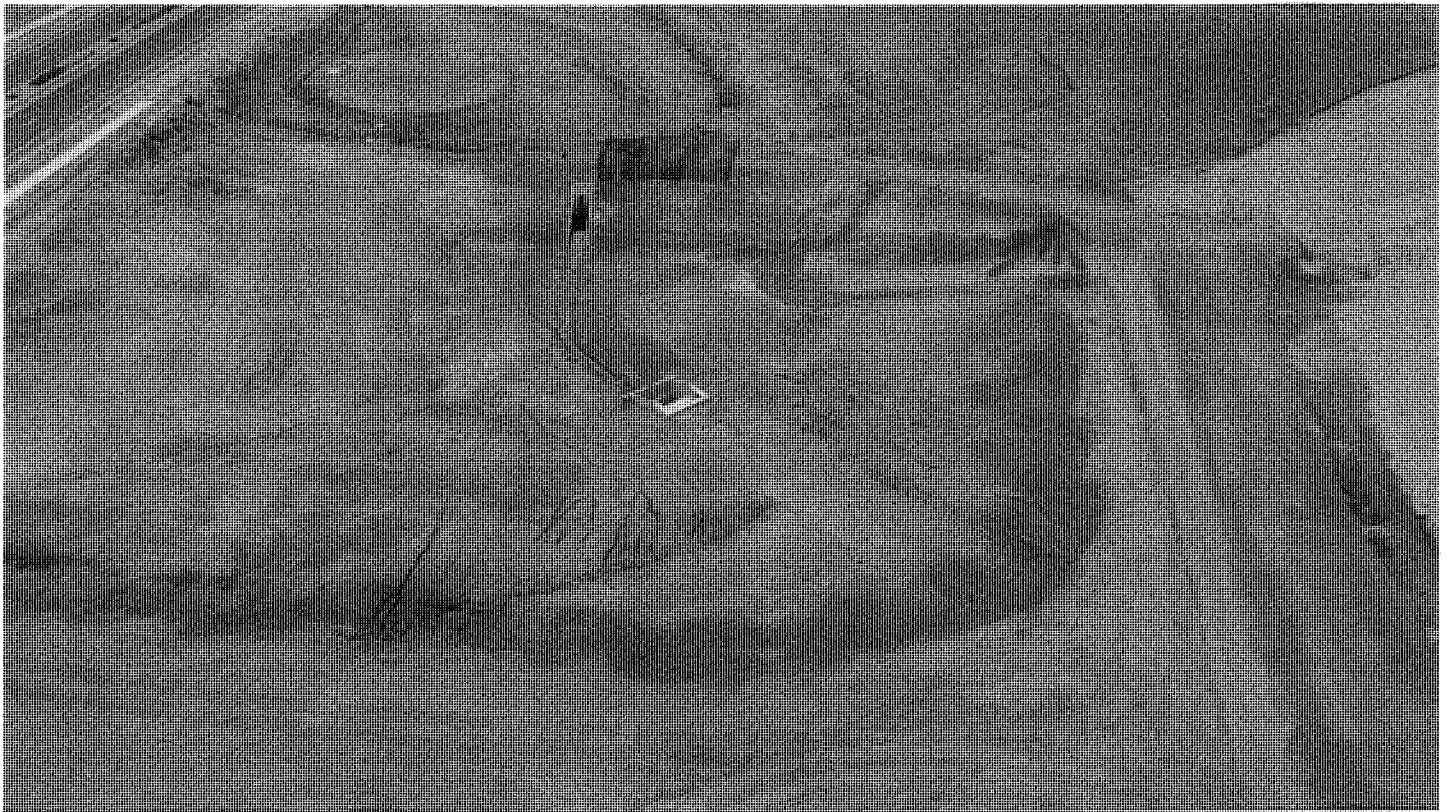
- Hogan Action performed drill seeding and crimp mulching in the vacant lots for stabilization.



- PEI has constructed the revised maintenance access road and swale in the detention pond to alleviate drainage issues. The overflow spillway was regraded to a defined channel and Turf Reinforcement Mat was installed.







**Specializing in District Engineering including, Program Management, Construction Management, and Facility Acquisitions for Special Districts**



## Kings North

- The Chase Bank, dental office, and Primrose school construction is continuing at Kings North.



- The pond grading was revised to meet the required volume and outflow for certification by Galloway. The riprap at the inlet to the pond was rebuilt per comments by the city.



## Candelas Medical

- PEI is widening Candelas Parkway to support to the future adjacent development. Medians are being removed and realigned to add turn lanes.



- The Candelas Parkway widening includes a new entrance to the Candelas Medical site.



- Candelas Medical Phase 2 erosion control measures have been installed by Kelley Trucking in preparation for beginning earthwork.



## **Other Items**

- The inspector for Arvada has stated that the initial acceptance letters for Kings North and Candelas Point will be coming this week.

## **Construction Contract Documents**

### **Contractor Contracts**

- Hogan Action Services – Seeding and Mulching - \$28,600.00
- Hogan Works – Wire Fencing - \$28,860.00
- Kelley Trucking – Candelas Medical Ph 2 Earthwork - \$2,019,968.86 (Contract approved at July board meeting. This is the final contract amount)

### **Potential Contracts**

- None

### **Contractor Change Orders**

- None

### **Contractor Potential Change Orders**

- Premier Earthworks & Infrastructure
  - Galloway costs for drainage structure inspection - <-\$850.00>
  - Remove Candelas Point Erosion Control Blanket - <-\$19,178.32>
  - Remove Candelas Point Sediment Basin - <-\$1,943.09>
  - Remove Candelas Point Diversion Ditch - <-\$823.20>

## **Consultant/Vendor Agreements & Task Orders**

### **Consultant/Vendor Agreements**

- None

### **Task Orders and Work Orders**

- Martin/Martin
  - TO #2-A3 – SCL Medical Engineering Amendment #3 - \$10,000.00
  - TO #10-A2 – SCL Medical Engineering Amendment #3 - \$10,000.00
- Wyoco Erosion Control
  - TO #5 – Erosion Control - \$25,000.00

### **Consultant Potential Task Orders**

- None



**RESOLUTION NO. 2011-11-01**

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE JEFFERSON CENTER METROPOLITAN DISTRICT NO.1  
ESTABLISHING REGULAR MEETING DATES, TIME, AND LOCATION,  
ESTABLISHING DISTRICT WEBSITE AND  
DESIGNATING LOCATION FOR POSTING OF 24-HOUR NOTICES**

A. Pursuant to Section 32-1-903, C.R.S., special districts are required to designate a schedule for regular meetings, indicating the dates, time and location of said meetings.

B. Pursuant to Section 24-6-402(2)(c)(I), C.R.S., special districts are required to designate annually at the board of directors of the district's first regular meeting of each calendar year, the public place at which notice of the date, time and location of regular and special meetings ("**Notice of Meeting**") will be physically posted at least 24 hours prior to each meeting ("**Designated Public Place**"). A special district is deemed to have given full and timely notice of a regular or special meeting if it posts its Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.

C. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., special districts are relieved of the requirement to post the Notice of Meeting at the Designated Public Place, and are deemed to have given full and timely notice of a public meeting, if a special district posts the Notice of Meeting online at a public website of the special district ("**District Website**") at least 24 hours prior to each regular and special meeting

D. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., if a special district is unable to post a Notice of Meeting on the District Website at least 24 hours prior to the meeting due to exigent or emergency circumstances, then it must physically post the Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.

E. Pursuant to Section 32-1-903, C.R.S., all special and regular meetings of the board shall be held at locations which are within the boundaries of the district or which are within the boundaries of any county in which the district is located, in whole or in part, or in any county so long as the meeting location does not exceed twenty (20) miles from the district boundaries unless such provision is waived.

F. The provisions of Section 32-1-903, C.R.S., may be waived if: (1) the proposed change of location of a meeting of the board appears on the agenda of a regular or special meeting; and (2) a resolution is adopted by the board stating the reason for which a meeting is to be held in a location other than under Section 32-1-903(1), C.R.S., and further stating the date, time and place of such meeting.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Jefferson Center Metropolitan District No. 1 (the "**District**"), Jefferson County, Colorado:

1. That the provisions of Section 32-1-903(1), C.R.S., be waived pursuant to the adoption of this Resolution.

2. That the Board of Directors (the “**District Board**”) has determined that conducting regular and special meetings pursuant to Section 32-1-903(1), C.R.S., would be inconvenient and costly for the directors and consultants of the District in that they live and/or work outside of the twenty (20) mile radius requirement.

3. That regular meetings of the District Board for the year 2020 shall be held on \_\_\_\_\_ at \_\_\_\_\_, at the offices of the District, 141 Union Boulevard, Suite 150, Lakewood, CO 80228 in Jefferson County, Colorado.

4. That special meetings of the District Board shall be held as often as the needs of the District require, upon notice to each director.

5. That, until circumstances change, and a future resolution of the District Board so designates, the location of all special and regular meetings of the District Board shall appear on the agenda(s) of said special and regular meetings.

6. That the residents and taxpaying electors of the District shall be given an opportunity to object to the meeting(s) location(s), and any such objections shall be considered by the District Board in setting future meetings.

7. That the District Board authorizes establishment of a District Website, if such District Website does not already exist, in order to provide full and timely notice of regular and special meetings of the District Board online pursuant to the provisions of Section 24-6-402(2)(c)(III), C.R.S.

8. That, if the District has established a District Website, the Notice of Meeting of the District Board shall be posted on the District Website at least 24 hours prior to each regular and special meeting pursuant to Section 24-6-402(2)(c)(III), C.R.S. and Section 32-1-903(2), C.R.S.

9. That, if the District has not yet established a District Website or is unable to post the Notice of Meeting on the District Website at least 24 hours prior to each meeting due to exigent or emergency circumstances, the Notice of Meeting shall be posted within the boundaries of the District at least 24 hours prior to each meeting, pursuant to Section 24-6-402(2)(c)(I) and (III), C.R.S., at the following Designated Public Place:

(a) \_\_\_\_\_

10. Special District Management Services, Inc., or his/her designee, is hereby appointed to post the above-referenced notices.

**[SIGNATURE PAGE FOLLOWS]**

**[SIGNATURE PAGE TO RESOLUTION ESTABLISHING REGULAR MEETING  
DATES, TIME, AND LOCATION, ESTABLISHING DISTRICT WEBSITE AND  
DESIGNATING LOCATION FOR 24-HOUR NOTICES]**

RESOLUTION APPROVED AND ADOPTED on November 26, 2019.

**JEFFERSON CENTER METROPOLITAN  
DISTRICT NO. 1**

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

Report Criteria:

Report type: GL detail

Check.Check Number = 10647-10665

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
<b>10647</b>							
11/19	11/21/2019	10647	Bright View Landscape Serv	PAY AP 11	3-750	1,500.00	1,500.00
11/19	11/21/2019	10647	Bright View Landscape Serv	PAY AP 11	3-318	75.00-	75.00-
Total 10647:							1,425.00
<b>10648</b>							
11/19	11/21/2019	10648	CDPHE	FG01-COR402425	1-685	540.00	540.00
11/19	11/21/2019	10648	CDPHE	FG01-COR402426	1-685	350.00	350.00
Total 10648:							890.00
<b>10649</b>							
11/19	11/21/2019	10649	City of Arvada	41399 10/2019	1-695	595.23	595.23
11/19	11/21/2019	10649	City of Arvada	41419 10/2019	1-695	1,480.03	1,480.03
11/19	11/21/2019	10649	City of Arvada	65829 10/2019	1-695	316.96	316.96
Total 10649:							2,392.22
<b>10650</b>							
11/19	11/21/2019	10650	City of Westminster	12534	3-750	1,731.16	1,731.16
11/19	11/21/2019	10650	City of Westminster	12545	3-750	102.50	102.50
Total 10650:							1,833.66
<b>10651</b>							
11/19	11/21/2019	10651	Colorado Community Media	00214328	1-685	20.48	20.48
Total 10651:							20.48
<b>10652</b>							
11/19	11/21/2019	10652	Colorado Special Districts P	POL-0000506	1-380	400.00	400.00
Total 10652:							400.00
<b>10653</b>							
11/19	11/21/2019	10653	Environmental Designs, Inc.	124254	1-710	1,533.33	1,533.33
Total 10653:							1,533.33
<b>10654</b>							
11/19	11/21/2019	10654	Galloway & Company, Inc	86900	3-784	438.75	438.75
Total 10654:							438.75
<b>10655</b>							
11/19	11/21/2019	10655	Kelley Trucking Inc.	PAY AP 1	3-784	94,953.99	94,953.99
11/19	11/21/2019	10655	Kelley Trucking Inc.	PAY AP 1	3-318	4,747.70-	4,747.70-
Total 10655:							90,206.29



GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
<b>10656</b>							
11/19	11/21/2019	10656	Kimley-Horn and Associate	14679360	3-784	7,300.00	7,300.00
Total 10656:							7,300.00
<b>10657</b>							
11/19	11/21/2019	10657	Martin/Martin Consulting En	16.0362-00037	3-784	420.00	420.00
11/19	11/21/2019	10657	Martin/Martin Consulting En	17.0684-00018	3-784	4,060.00	4,060.00
11/19	11/21/2019	10657	Martin/Martin Consulting En	17.0723-00018	3-784	5,858.28	5,858.28
11/19	11/21/2019	10657	Martin/Martin Consulting En	17.0723-00019	3-784	6,035.00	6,035.00
11/19	11/21/2019	10657	Martin/Martin Consulting En	17.0724-00022	3-784	600.00	600.00
11/19	11/21/2019	10657	Martin/Martin Consulting En	18.0910-00007	3-784	780.00	780.00
Total 10657:							17,753.28
<b>10658</b>							
11/19	11/21/2019	10658	Norris Design, Inc.	01-53389	3-784	2,460.00	2,460.00
11/19	11/21/2019	10658	Norris Design, Inc.	01-54643	3-784	5,580.79	5,580.79
Total 10658:							8,040.79
<b>10659</b>							
11/19	11/21/2019	10659	Papillon, LLC	981	3-780	11,566.75	11,566.75
Total 10659:							11,566.75
<b>10660</b>							
11/19	11/21/2019	10660	Premier Earthworks & Infra	PAY AP 17	3-750	461,609.90	461,609.90
11/19	11/21/2019	10660	Premier Earthworks & Infra	PAY AP 17	3-318	23,080.50-	23,080.50-
Total 10660:							438,529.40
<b>10661</b>							
11/19	11/21/2019	10661	Simmons & Wheeler, P.C.	25173	1-617	1,191.25	1,191.25
Total 10661:							1,191.25
<b>10662</b>							
11/19	11/21/2019	10662	Special Dist Mgmt Svcs, Inc.	OCT 2019	1-685	391.77	391.77
11/19	11/21/2019	10662	Special Dist Mgmt Svcs, Inc.	OCT 2019	1-610	998.50	998.50
Total 10662:							1,390.27
<b>10663</b>							
11/19	11/21/2019	10663	SWAP, LLC	SWAP05.32	3-784	2,242.56	2,242.56
Total 10663:							2,242.56
<b>10664</b>							
11/19	11/21/2019	10664	Wyoco Erosion Control, Inc.	1268	3-750	328.75	328.75
11/19	11/21/2019	10664	Wyoco Erosion Control, Inc.	1291	3-750	717.75	717.75
Total 10664:							1,046.50
<b>10665</b>							
11/19	11/21/2019	10665	Xcel Energy	656944085	1-695	11.55	11.55

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
11/19	11/21/2019	10665	Xcel Energy	657219273	1-695	40.12	40.12
11/19	11/21/2019	10665	Xcel Energy	658507822	1-695	11.28	11.28
Total 10665:							62.95
Grand Totals:							588,263.48

Report Criteria:

Report type: GL detail

Check.Check Number = 10647-10665

**Jefferson Center Metropolitan District No.1**  
**November-19**

	General	Debt	Capital	Totals
Disbursements	\$ 7,880.50	\$ -	\$ 580,382.98	\$ 588,263.48
	\$ -	\$ -	\$ -	\$ -
<b>Total Disbursements from Checkin:</b>	<b>\$ 7,880.50</b>	<b>\$ -</b>	<b>\$ 580,382.98</b>	<b>\$ 588,263.48</b>

Jefferson Center Metropolitan District No. 1  
Financial Statements

September 30, 2019

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 September 30, 2019, 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 nine 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.



November 12, 2019  
Englewood, Colorado

**Jefferson Center Metropolitan District No.1**  
**Combined Balance Sheet**  
**September 30, 2019**

**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>					
<b>Current assets</b>					
Cash checking	\$ 180,298	\$ 568,637	\$ -	\$ -	\$ 748,935
Cash - Colotrust	125,354	-	823,840	-	949,194
Cash - Trustee	-	3,204	4,188,856	-	4,192,060
Cash - Escrow	-	5,576,499	-	-	5,576,499
Cash with County Treasurer	1,214	-	12,140	-	13,354
Construction deposit	-	103,850	-	-	103,850
Due from JCMD #2	-	-	21,840	-	21,840
	<u>306,866</u>	<u>6,252,190</u>	<u>5,046,676</u>	<u>-</u>	<u>11,605,732</u>
<b>Other assets</b>					
Fixed assets	-	-	-	18,137,803	18,137,803
Amount available in debt service fund	-	-	-	5,046,676	5,046,676
Amount to be provided for retirement of debt	-	-	-	37,492,978	37,492,978
	<u>-</u>	<u>-</u>	<u>-</u>	<u>60,677,457</u>	<u>60,677,457</u>
	<u>\$ 306,866</u>	<u>\$ 6,252,190</u>	<u>\$ 5,046,676</u>	<u>\$ 60,677,457</u>	<u>\$ 72,283,189</u>
<b>Liabilities and Equity</b>					
<b>Current liabilities</b>					
Accounts payable	\$ 8,303	\$ 267,966	\$ -	\$ -	\$ 276,269
Retainage payable	-	313,771	-	-	313,771
	<u>8,303</u>	<u>581,737</u>	<u>-</u>	<u>-</u>	<u>590,040</u>
Revenue Bonds, Series 2015	-	-	-	18,325,000	18,325,000
Revenue Bonds, Series 2017	-	-	-	10,402,000	10,402,000
Line of Credit - Series 2010B	-	-	-	13,456,574	13,456,574
Accrued interest - Series 2010B	-	-	-	356,080	356,080
	<u>-</u>	<u>-</u>	<u>-</u>	<u>42,539,654</u>	<u>42,539,654</u>
<b>Total liabilities</b>	<u>8,303</u>	<u>581,737</u>	<u>-</u>	<u>42,539,654</u>	<u>43,129,694</u>
<b>Fund equity and other credits</b>					
Investment in fixed assets	-	-	-	18,137,803	18,137,803
Fund balance - Reserve Fund	-	-	1,588,027	-	1,588,027
Fund balance - Surplus Fund - \$1.3 mil max	-	-	1,300,000	-	1,300,000
Fund balance	298,563	5,670,453	2,158,649	-	8,127,665
	<u>298,563</u>	<u>5,670,453</u>	<u>5,046,676</u>	<u>18,137,803</u>	<u>29,153,495</u>
	<u>\$ 306,866</u>	<u>\$ 6,252,190</u>	<u>\$ 5,046,676</u>	<u>\$ 60,677,457</u>	<u>\$ 72,283,189</u>

**Jefferson Center Metropolitan District No.1**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Budget and Actual**  
**For the Nine Months Ended September 30, 2019**  
**General 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	\$ 180,973	\$ 552	\$ 182,651	\$ 1,678
Less AURA portion of District taxes	(104,660)	(552)	(100,088)	4,572
Specific ownership taxes	12,801	1,214	6,055	(6,746)
AURA tax increment	104,660	552	100,088	(4,572)
Interest income	2,000	5,240	20,695	18,695
	<u>195,774</u>	<u>7,006</u>	<u>209,401</u>	<u>13,627</u>
<b>Expenditures</b>				
Accounting	6,000	-	-	6,000
Audit	5,500	5,100	5,100	400
Election expense	2,000	28	28	1,972
Insurance	5,250	250	5,474	(224)
Landscape maintenance	16,000	13,021	25,137	(9,137)
Legal	45,000	15,494	38,163	6,837
Management fees	32,000	5,625	20,483	11,517
Miscellaneous	2,000	40	184	1,816
Office supplies	1,000	567	2,001	(1,001)
Treasurer fees	2,715	-	1,452	1,263
Utilities	10,000	1,646	2,356	7,644
Transfer to JCMD #2 General Fund	54,164	12,122	32,484	21,680
Transfer to Mt Shadows for O&M	2,910	2,910	2,910	-
Emergency reserve	3,826	-	-	3,826
Contingency	310,824	-	-	310,824
	<u>499,189</u>	<u>56,803</u>	<u>135,772</u>	<u>363,417</u>
Excess (deficiency) of revenues over expenditures	(303,415)	\$ <u>(49,797)</u>	73,629	377,044
Fund balance beginning	<u>303,415</u>		<u>224,934</u>	<u>(78,481)</u>
Fund balance ending	\$ <u>-</u>		\$ <u>298,563</u>	\$ <u>298,563</u>

**Jefferson Center Metropolitan District No.1**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Budget and Actual**  
**For the Nine Months Ended September 30, 2019**  
**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>				
Transfer from General Fund	\$ -	\$ -	\$ -	\$ -
Interest income	5,000	2,502	11,552	6,552
Other reimbursements	6,800,000	-	-	(6,800,000)
Facility fee income	-	34,339	83,497	83,497
Other income	-	-	55,198	55,198
Bond Proceeds	15,000,000	-	-	(15,000,000)
Developer advances	-	1,986,623	8,294,894	8,294,894
	<u>21,805,000</u>	<u>2,023,464</u>	<u>8,445,141</u>	<u>(13,359,859)</u>
<b>Expenditures</b>				
Legal	-	8,646	45,164	(45,164)
Capital outlay	13,303,540	943,158	3,354,427	9,949,113
Project management	-	98,436	354,169	(354,169)
Issuance Costs	500,000	-	-	500,000
Repay developer advances - principal	5,500,000	-	4,451	5,495,549
Repay developer advances - interest	-	8,308	265,904	(265,904)
Transfer to Debt Service Fund	3,000,000	-	-	3,000,000
Engineering	-	82,444	325,802	(325,802)
	<u>22,303,540</u>	<u>1,140,992</u>	<u>4,349,917</u>	<u>17,953,623</u>
<b>Excess (deficiency) of revenues over expenditures</b>	(498,540)	\$ <u><u>882,472</u></u>	4,095,224	4,593,764
<b>Fund balance beginning</b>	<u>498,540</u>		<u>1,575,229</u>	<u>1,076,689</u>
<b>Fund balance ending</b>	\$ <u><u>-</u></u>		\$ <u><u>5,670,453</u></u>	\$ <u><u>5,670,453</u></u>



**Jefferson Center Metropolitan District No.1**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Budget and Actual**  
**For the Nine Months Ended September 30, 2019**  
**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	\$ 1,810,064	\$ 5,522	\$ 1,826,839	\$ 16,775
Less AURA portion of District taxes	(1,046,792)	(5,522)	(1,001,063)	45,729
Specific ownership taxes	126,704	12,140	60,560	(66,144)
Interest income	10,000	21,447	63,457	53,457
Transfer from District #2 DS	193,437	(29,191)	230,770	37,333
Transfer from Capital Projects	3,000,000	-	-	(3,000,000)
AURA tax increment	1,046,792	5,522	1,001,063	(45,729)
AURA increment - other governments	1,187,789	-	1,253,174	65,385
	<u>6,327,994</u>	<u>9,918</u>	<u>3,434,800</u>	<u>(2,893,194)</u>
<b>Expenditures</b>				
Transfer to District #2/Vauxmont - Debt Service	1,187,789	-	1,253,174	(65,385)
Series 2015 Principal	585,000	-	-	585,000
Series 2015 Interest	964,450	-	482,225	482,225
Series 2017 Interest	590,756	-	295,378	295,378
Series 2018 Interest	450,000	-	-	450,000
Paying agent fees	7,000	375	3,875	3,125
Treasurer's fees	27,151	-	14,525	12,626
	<u>3,812,146</u>	<u>375</u>	<u>2,049,177</u>	<u>1,762,969</u>
Excess (deficiency) of revenues over expenditures	2,515,848	\$ <u><u>9,543</u></u>	1,385,623	(1,130,225)
Fund balance beginning	<u>3,604,627</u>		<u>3,661,053</u>	<u>56,426</u>
Fund balance ending	\$ <u><u>6,120,475</u></u>		\$ <u><u>5,046,676</u></u>	\$ <u><u>(1,073,799)</u></u>

JCWD1 EXPENSE TRACKING REPORT  
NOVEMBER 2019 REPORT FOR OCTOBER 2019 EXPENSES

INVOICE DETAIL			(Note 1)		(Note 2)	
Vendor	Description	Invoice Number	Invoice Date	Total Invoice	General Fund	Capital Fund
BrightView Landscape Development	Landscape & Irrigation (Candelas Point, Candelas Medical, & Kings North)	Pay Application #11	10/25/2019	\$ 1,425.00	\$ -	\$ 1,425.00
CDPHE	Annual Permit	WC201087489	8/29/2019	\$ 540.00	\$ 540.00	\$ -
City of Aravada	Water Usage Fees	WC201087490	8/29/2019	\$ 350.00	\$ 350.00	\$ -
City of Aravada	Water Usage Fees	Acct 8041399	9/30/2019	\$ 595.23	\$ 595.23	\$ -
City of Aravada	Water Usage Fees	Acct 8041419	9/30/2019	\$ 1,480.03	\$ 1,480.03	\$ -
City of Westminster	KDPL Relocate Reimbursement	Acct 8065829	9/30/2019	\$ 316.96	\$ -	\$ -
City of Westminster	KDPL Relocate Reimbursement	12534	10/15/2019	\$ 1,731.16	\$ -	\$ 1,731.16
Colorado Community Media	Legal Notices	214328	10/31/2019	\$ 102.50	\$ -	\$ 102.50
Colorado Special Districts P&L	Insurance	11/15/2019	11/15/2019	\$ 20.48	\$ -	\$ -
Environmental Designs, Inc.	Monthly Grounds Services	POI-0005056	10/31/2019	\$ 400.00	\$ 400.00	\$ -
Gateway & Company, Inc.	Design Engineering	120254	11/1/2019	\$ 1,533.33	\$ -	\$ -
IDES LLC	District Engineering Management	DEN085_38	10/16/2019	\$ 435.75	\$ -	\$ 438.75
Kelley Trucking Inc.	Candelas Medical Phase 2 Earthwork	14679360	10/31/2019	\$ 25,470.24	\$ -	\$ 25,470.24
Martin/Martin, Inc	Traffic Study	Pay Application #1	10/25/2019	\$ 90,206.29	\$ -	\$ 90,206.29
Martin/Martin, Inc	Engineering	16,0362-00037	9/30/2019	\$ 7,300.00	\$ -	\$ 7,300.00
Martin/Martin, Inc	Engineering	17,0684-00018	10/15/2019	\$ 420.00	\$ -	\$ 420.00
Martin/Martin, Inc	Engineering	17,0723-00018	10/15/2019	\$ 4,060.00	\$ -	\$ 4,060.00
Martin/Martin, Inc	Engineering	17,0723-00019	10/30/2019	\$ 5,888.28	\$ -	\$ 5,888.28
Martin/Martin, Inc	Engineering	17,0724-00022	10/30/2019	\$ 6,035.00	\$ -	\$ 6,035.00
Norris Design, Inc.	Engineering	18,0910-00007	10/15/2019	\$ 600.00	\$ -	\$ 600.00
Papillon, LLC	Master Planning & Graphics	01-53389	10/15/2019	\$ 780.00	\$ -	\$ 780.00
Premier Earthworks & Infrastructure	Master Planning & Graphics	01-54643	9/30/2019	\$ 2,460.00	\$ -	\$ 2,460.00
Simmons & Wheeler, P.C.	District Management	981	10/31/2019	\$ 5,580.79	\$ -	\$ 5,580.79
SDMS	Grading, Utilities, & Concrete (Candelas Point, Candelas Medical, & Kings North)	25173	11/1/2019	\$ 11,568.75	\$ -	\$ 11,568.75
SDMS	Accounting Services	Pay Application #17	10/25/2019	\$ 438,529.40	\$ -	\$ 438,529.40
SDMS	District Expenses	JCWD1 - 00	9/30/2019	\$ 1,191.25	\$ 1,191.25	\$ -
SDMS	Management Matters	JCWD1 - 01	10/29/2019	\$ 391.77	\$ 391.77	\$ -
SDMS	Records Management	JCWD1 - 02	10/29/2019	\$ 10.50	\$ 10.50	\$ -
SDMS	Financial Matters	JCWD1 - 03	10/29/2019	\$ 700.00	\$ 700.00	\$ -
SDMS	Budget Matters	JCWD1 - 09	10/29/2019	\$ 140.00	\$ 140.00	\$ -
SDMS	Fee Tracking and Collections	JCWD1 - 11	10/29/2019	\$ 34.00	\$ 34.00	\$ -
SDMS	Field Maintenance and Repair	JCWD1 - 17	10/29/2019	\$ 70.00	\$ 70.00	\$ -
SWAP LLC	Storm Water Management	JCWD1 - 19	10/29/2019	\$ 6.50	\$ 6.50	\$ -
Wyoco Erosion Control	Erosion Control	SWAP05.32	10/31/2019	\$ 37.50	\$ 37.50	\$ -
Xcel Energy	Electric Service - Irrigation Meters	1281	10/9/2019	\$ 2,242.56	\$ -	\$ 2,242.56
Xcel Energy	Electric Service - Irrigation Meters	65684085	10/24/2019	\$ 328.75	\$ -	\$ 328.75
Xcel Energy	Electric Service - Irrigation Meters	857219273	10/10/2019	\$ 717.75	\$ -	\$ 717.75
Xcel Energy	Electric Service - Irrigation Meters	857219273	10/1/2019	\$ 11.55	\$ 11.55	\$ -
Xcel Energy	Electric Service - Irrigation Meters	858507822	10/1/2019	\$ 40.12	\$ 40.12	\$ -
Totals			10/21/2019	\$ 11,28	\$ 11,28	\$ -
				\$ 613,733.72	\$ 7,880.50	\$ 605,853.22

SOURCES	Notes	General	Capital
First Bank		\$ 52,524.88	\$ 834,135.95
CoBiz		\$ 4,898.40	\$ -
ColoTrust		\$ 105,186.86	\$ -
UWB 2015	Project Fund		\$ -
Candelas Medical Escrow Reimbursement Phase 1	Note 7		\$ 1,453,860.15
Candelas Medical Phase 1 Contingency	Note 7		\$ (20,218.81)
Candelas Medical Escrow Reimbursement Phase 2	Note 7		\$ 3,724,623.43
Candelas Medical Phase 2 Contingency	Note 7		\$ (324,114.60)
UWB 2017			\$ 3,207.40
IGA VI/ CMMD	Traffic Signal Funding (Note 3)		\$ 0.00
	Sub Total	\$ 162,610.14	\$ 5,671,492.92
USES			
Contract Commitments			
Current Payables	Per August 2019 EV Rpt.	\$ 7,880.50	\$ 605,853.22
Construction	Attachment C-1		\$ -
Construction	Contractors, District Portion		\$ -
Construction	Contractors, MSMD Portion		\$ -
Consultants	Consulting Contracts, District Portion		\$ 2,627.72
Consultants	Consulting Contracts, MSMD Portion		\$ -
Construction	Attachment C-2		\$ -
Construction	Contractors, District Portion		\$ 4,734,515.45
Construction	Contractors, Developer Portion		\$ 51,997.19
Consultants	Consulting Contracts		\$ 453,421.31
	Sub Total	\$ 7,880.50	\$ 5,848,414.89
General Fund Total			
Capital, not certified by Engineer	SDMS and McGeedy Becher		\$ -
General Fund Surplus/Deficit		\$ (53,092.00)	
BALANCE		\$ 101,637.64	\$ (176,921.96)

ADJUSTMENTS TO CASH POSITION	Notes	General	Capital
Balance Before Adjustments		\$ 101,637.64	\$ (176,921.96)
Public Improvements Surety	Jefferson County (Note 4)		\$ -
Foothills Church	Reimbursement (Note 5)		\$ -
Public Improvement Surety	City of Aravada (Note 6)		\$ -
ADJUSTED BALANCE		\$ 101,637.64	\$ (176,921.96)

GRAND TOTAL ADJUSTED BALANCE	\$ (75,284.32)
PRIOR MONTH GRAND TOTAL	\$ 35,475.92
CHANGE	\$ (110,760.24)

EXPLANATION OF CHANGE TO CASH POSITION SINCE PRIOR MONTH	September	October	Change
Expense Category			
Current Payables			
Less General Fund			\$ 613,733.72
Subtotal			\$ (7,880.50)
Commitments			\$ 605,853.22
Attachment C-1			
Contractors, District Portion	\$ -	\$ -	\$ -
Contractors, MSMD Portion	\$ -	\$ -	\$ -
Consulting Contracts, District Portion*	\$ 2,627.72	\$ 2,627.72	\$ -
Consulting Contracts, MSMD Portion	\$ -	\$ -	\$ -
Attachment C-2			
Contractors, District Portion	\$ 5,258,345.61	\$ 4,734,515.45	\$ (523,830.16)
Contractors, Developer Portion	\$ 61,780.58	\$ 51,997.19	\$ (9,783.39)
Consulting Contracts	\$ 364,007.18	\$ 453,421.31	\$ 89,414.13
Attachment G			
Subtotal			\$ (444,199.42)
Net Increase/Decrease to Commitments Since Prior Month			\$ 161,653.80
Interest Income			\$ (1,671.11)
Bank Charges			\$ 30.00
Facility Fees			\$ (18,555.00)
Day Care Funds Transfer from DSF			\$ (30,861.51)
Change in Candelas Medical Phase 1 Contingency			\$ 3,694.98
Change in General Fund Forecast			\$ (11,411.00)
General Fund Payable			\$ 7,880.50
Total Adjustments for Reconciliation			\$ 110,760.24
Out of Balance Amount			\$ (0.00)

**Jefferson Center  
Metro District No. 1**

**District Expenditures  
Verification  
For  
October 2019**



October 22, 2019

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 OCTOBER 2019**

**INTRODUCTION**

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

**ACTIVITIES CONDUCTED**

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

**SUMMARY AND RECOMMENDATION**

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

1. At this time and based upon the information provided, we find **\$269,494.88** of the District Expenditures were appropriately classified as District Eligible Expenses.
2. At this time and based upon the information provided, we find **\$4,422.25** 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, B, C, D, E, F and G**

**A - District Expenditures Summary**

**B - District Expenditures Detail**

**C - Contract Summary:**

**C-1 East Candelas 2017-2018**

**C-2 Candelas Subdivisions 2018-2019**

**C-3 Anticipated Future Costs by Project**

**D - Withheld Invoice Summary**

**E - Cost Share Summary**

**F - Traffic Signal Summary**

**G - SCL Escrow Summary**

## Attachment A

**Jefferson Center Metropolitan District No. 1**  
**October 2019 Expenditures**

Vendor	Description	Invoice Number	Invoice Date	Invoiced Amount	District Expenditures	Non Eligible Expenses
BrightView Landscape Development	Landscape & Irrigation (Candelas Point, Candelas Medical, & Kings North)	Pay Application #10	9/25/19	\$ 1,425.00	\$ 1,425.00	\$ -
City of Westminster	KDPL Inspection	201966	9/12/2019	\$ 9,969.02	\$ 9,969.02	\$ -
CTL Thompson	Geotechnical Services	520411	8/31/2019	\$ 3,434.00	\$ 3,434.00	\$ -
Environmental Designs, Inc.	Monthly Grounds Services	123606	10/7/2019	\$ 1,448.30	\$ 1,448.30	\$ -
Environmental Designs, Inc.	Monthly Grounds Services	123373	10/1/2019	\$ 1,533.33	\$ 1,533.33	\$ -
Environmental Designs, Inc.	Monthly Grounds Services	123594	10/7/2019	\$ 400.95	\$ 400.95	\$ -
Environmental Designs, Inc.	Monthly Grounds Services	122865	9/20/2019	\$ 423.85	\$ 423.85	\$ -
Galloway & Company, Inc.	Design Engineering	86120	9/11/2019	\$ 641.25	\$ 641.25	\$ -
Galloway & Company, Inc.	Design Engineering	86250	9/12/2019	\$ 881.40	\$ 881.40	\$ -
Galloway & Company, Inc.	Design Engineering	86251	9/12/2019	\$ 500.00	\$ 500.00	\$ -
Galloway & Company, Inc.	Design Engineering	86334	9/13/2019	\$ 108.50	\$ 108.50	\$ -
Hogan Works	Fencing	19063	10/9/2019	\$ 14,430.00	\$ 14,430.00	\$ -
Golden Triangle Construction	Lot 6 Construction	1692-1	10/8/2019	\$ 15,547.00	\$ 15,547.00	\$ -
IDES LLC	District Engineering Management	DEN085.37	9/30/2019	\$ 17,168.76	\$ 17,168.76	\$ -
Martin/Martin, Inc	Engineering	16.0362-00034	9/11/2019	\$ 4,295.00	\$ 4,295.00	\$ -
Martin/Martin, Inc	Engineering	16.0362-00035	9/16/2019	\$ 7,470.00	\$ 7,470.00	\$ -
Martin/Martin, Inc	Engineering	17.0684-00017	9/16/2019	\$ 1,772.66	\$ 1,772.66	\$ -
Martin/Martin, Inc	Engineering	17.0723-00015	8/20/2019	\$ 3,401.76	\$ 3,401.76	\$ -
Martin/Martin, Inc	Engineering	17.0723-00016	9/12/2019	\$ 1,954.80	\$ 1,954.80	\$ -
Martin/Martin, Inc	Engineering	17.0723-00017	9/12/2019	\$ 570.00	\$ 570.00	\$ -
Martin/Martin, Inc	Engineering	17.0724-00021	9/16/2019	\$ 4,200.00	\$ 4,200.00	\$ -
Papillon, LLC	District Management	979	10/1/2019	\$ 15,868.50	\$ 15,868.50	\$ -
Premier Earthworks & Infrastructure	Grading, Utilities, & Concrete (Candelas Point, Candelas Medical, & Kings North)	Pay Application #16	9/25/2019	\$ 144,513.24	\$ 140,090.99	\$ 4,422.25
RU Surety	Bond Renewal	LSM0936252	9/20/2019	\$ 250.00	\$ 250.00	\$ -
SDMS	District Expenses	JCMD1 - 00	9/30/2019	\$ 464.09	\$ 464.09	\$ -
SDMS	Board Meetings	JCMD1 - 01	9/30/2019	\$ 242.50	\$ 242.50	\$ -
SDMS	Management Matters	JCMD1 - 02	9/30/2019	\$ 70.00	\$ 70.00	\$ -
SDMS	Records Management	JCMD1 - 03	9/30/2019	\$ 168.00	\$ 168.00	\$ -
SDMS	Financial Matters	JCMD1 - 09	9/30/2019	\$ 26.00	\$ 26.00	\$ -
SDMS	Bond Matters	JCMD1 - 16	9/30/2019	\$ 168.00	\$ 168.00	\$ -
SWAP LLC	Storm Water Management	SWAP05.31	9/30/2019	\$ 1,689.76	\$ 1,689.76	\$ -
Wyoco Erosion Control	Erosion Control	1249	9/24/2019	\$ 667.50	\$ 667.50	\$ -
Wyoco Erosion Control	Erosion Control	1142	7/17/2019	\$ 18,154.00	\$ 18,154.00	\$ -
Xcel Energy	Electric Service - Irrigation Meters	654618934	9/20/2019	\$ 12.18	\$ 12.18	\$ -
Xcel Energy	Electric Service - Irrigation Meter	653203974	9/10/2019	\$ 47.78	\$ 47.78	\$ -
<b>TOTALS</b>				<b>\$273,917.13</b>	<b>\$269,494.88</b>	<b>\$ 4,422.25</b>

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

Note 2: Grading for Premier Earthworks and Infrastructure was \$8,844.50. \$4,422.25 of Grading is District Eligible and \$4,422.25 is Non Eligible.

**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 (Current)	\$273,917.13	\$269,494.88	\$4,422.25
<b>Total</b>	<b>\$17,185,147.47</b>	<b>\$16,329,904.20</b>	<b>\$855,243.27</b>

## Attachment B

Jefferson Center Metropolitan District No. 1  
 October 2019 Expenditures  
 By Category

Category	Description	District Expenditures	Non-Eligible Expenditures
<b>Construction</b>			
01	Mobilization	\$2,600.00	\$0.00
02	Insurance	\$0.00	\$0.00
03	Bonds	\$545.52	\$0.00
04	Bonds (Project Financing)	\$0.00	\$0.00
05	Fees/Permits	\$0.00	\$0.00
06	Grading	\$4,655.00	\$4,655.00
07	Box Culvert/Bridges	\$15,547.00	\$0.00
08	Erosion Control	\$27,209.00	\$0.00
09	Sanitary Sewer	\$0.00	\$0.00
10	Sanitary Sewer Services	\$0.00	\$0.00
11	Waterline	\$11,122.45	\$0.00
12	Waterline Services	\$0.00	\$0.00
13	Storm Sewer/Drainage	\$103,491.31	\$0.00
14	Concrete	\$6,807.13	\$0.00
15	Paving	\$11,548.04	\$0.00
16	Roadway Signage and Striping (not Monumentation)	\$0.00	\$0.00
17	Monumentation and Walls	\$0.00	\$0.00
18	Landscaping and Fencing	\$20,612.50	\$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	\$2,524.80	\$0.00
22	Dry Utility Substation (Power, Cell, Cable, etc.)	\$0.00	\$0.00
23	Traffic Lights/Signalization	\$0.00	\$0.00
24	Fire Protection/Fire Station	\$0.00	\$0.00
25	Mosquito Control	\$0.00	\$0.00
26	Parks & Rec	\$0.00	\$0.00
27	TV Relay and Translation	\$0.00	\$0.00
49	Retainage	-\$7,448.19	-\$232.75
<b>Subtotal Construction</b>		<b>\$199,214.56</b>	<b>\$4,422.25</b>
<b>Consulting</b>			
60	Legal Services	\$0.00	\$0.00
61	District Management	\$17,168.76	\$0.00
62	District Management (Papillon)	\$15,868.50	\$0.00
63	Planning/Engineering	\$23,270.57	\$0.00
64	Geotechnical/Testing	\$3,434.00	\$0.00
65	Survey	\$3,593.75	\$0.00
66	Stormwater Management	\$1,689.76	\$0.00
67	Misc. Professional Services	\$0.00	\$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
<b>Subtotal Consulting</b>		<b>\$65,025.34</b>	<b>\$0.00</b>
<b>Operating and Maintenance Expenditures</b>		<b>\$5,254.98</b>	<b>\$0.00</b>
<b>Total</b>		<b>\$269,494.88</b>	<b>\$4,422.25</b>

## Attachment C-1

Jefferson Center Metropolitan District No. 1  
October 2019 Expenditures  
East Candelas 2017 - 2018 Contract Summary To Date

## Contractors (District Portion)

Contractor (Vendor Number)	Contract District Portion	Change Orders Dist Portion	Total Contract District Portion	Amount Paid District	Remaining District	Comments
(16) HTM (Wall Shoring)	\$86,250.00	\$0.00	\$86,250.00	\$86,250.00	\$0.00	Through Pay App #1
(09) SEMA Construction, Inc. (Indiana)	\$3,251,132.43	\$805,064.18	\$3,856,196.61	\$3,856,196.61	\$0.00	Through Pay App #13; CO #17
(15) Slaton Bros. (East MSE Walls)	\$472,358.25	\$80,235.08	\$552,593.33	\$552,593.33	\$0.00	Through Pay App #4; CO #2
(15) Slaton Bros. (West MSE Walls)	\$544,149.00	-\$562.54	\$543,586.46	\$543,586.46	\$0.00	Through Pay App #6; CO #3
(17) WL Contractors (Traffic Signals 91st/CP)	\$147,123.00	\$0.00	\$147,123.00	\$147,123.00	\$0.00	
(17) WL Contractors (Traffic Signals Ind/91st)	\$150,959.50	\$0.00	\$150,959.50	\$150,959.50	\$0.00	50% Cost Share
(17) WL Contractors (Traffic Signals Ind/CP)	\$41,342.50	-\$1,532.00	\$39,810.50	\$39,810.50	\$0.00	50% Cost Share
(18) Premier Earthworks & Infrastructure (Utilities 91st/CP)	\$133,203.23	\$0.00	\$133,203.23	\$133,203.23	\$0.00	
(18) Premier Earthworks & Infrastructure (Xcel pad grading CP)	\$12,250.00	\$0.00	\$12,250.00	\$12,250.00	\$0.00	
(19) Colorado Custom Rock Corp (Monument Sign 91st/CP)	\$73,877.00	\$0.00	\$73,877.00	\$73,877.00	\$0.00	
(19) Colorado Custom Rock Corp (King Soopers Monument)	\$4,175.00	\$0.00	\$4,175.00	\$4,175.00	\$0.00	
(21) BrightView Landscape (Indiana/CP Landscape)	\$135,959.02	\$0.00	\$135,959.02	\$135,959.02	\$0.00	
(34) Sturgeon Electric	\$687.50	\$0.00	\$687.50	\$687.50	\$0.00	
Xcel Energy (Street Lights on 91st)	\$82,844.33	\$0.00	\$82,844.33	\$82,844.33	\$0.00	
Xcel Energy (Traffic Signal Power Installation)	\$6,268.34	\$0.00	\$6,268.34	\$6,268.34	\$0.00	
Xcel Energy (Indiana Street Lights)	\$15,999.36	\$0.00	\$15,999.36	\$15,999.36	\$0.00	
City of Arvada (Relocate Traffic Signal Cabinet)	\$2,135.00	\$0.00	\$2,135.00	\$2,135.00	\$0.00	
<b>Total Contracts (District Portion)</b>	<b>\$5,140,713.46</b>	<b>\$683,204.72</b>	<b>\$5,823,918.18</b>	<b>\$5,823,918.18</b>	<b>\$0.00</b>	
<b>Previous Month's Total</b>			<b>\$5,823,918.18</b>			
<b>Increase or Decrease</b>			<b>\$0.00</b>			

## Contractors (District - Mountain Shadows Portion)

Contractor (Vendor Number)	Contract Mtn Shadows	CO's Mtn Shadows	Total Contract Mtn Shadows	Amount Paid Mtn Shadows	Remaining Mtn Shadows	Comments
(09) SEMA Construction, Inc.	\$569,539.12	\$148,121.41	\$747,760.53	\$747,760.53	\$0.00	Through Pay App #13; CO #17
(17) WL Contractors (Traffic Signals Ind/91st)	\$150,959.50	\$0.00	\$150,959.50	\$150,959.50	\$0.00	50% Cost Share
(17) WL Contractors (Traffic Signals Ind/CP)	\$41,342.50	-\$1,532.00	\$39,810.50	\$39,810.50	\$0.00	50% Cost Share
(21) BrightView Landscape (Indiana Median Landscape)	\$23,488.40	\$0.00	\$23,488.40	\$23,488.40	\$0.00	50% Cost Share
(34) Sturgeon Electric	\$687.50	\$0.00	\$687.50	\$687.50	\$0.00	
Xcel Energy (Traffic Signal Power Installation)	\$2,069.45	\$0.00	\$2,069.45	\$2,069.45	\$0.00	50% Cost Share
<b>Total Contracts (Mountain Shadows Portion)</b>	<b>\$818,066.47</b>	<b>\$146,589.41</b>	<b>\$964,795.88</b>	<b>\$964,795.88</b>	<b>\$0.00</b>	
<b>Previous Month's Total</b>			<b>\$964,795.88</b>			
<b>Increase or Decrease</b>			<b>\$0.00</b>			

## Contractors (Future Bond Issues)

Contractor (Vendor Number)	Contract District	CO's District	Total Contract District	Amount Paid District	Remaining District	Comments
<b>Total Contracts (Mountain Shadows Portion)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	

## Consultants

Consultant (Vendor Number)	TO #	Total Task Order Amount	District Portion	District Amount Paid	District Amount Remaining	Mountain Shadows Amount Paid	Mtn Shadows Amount Remaining
(01) Aztec Consultants	Total	\$7,650.00	\$7,650.00	\$7,650.00	\$0.00	\$0.00	\$0.00
(03) Colorado Utility Finders	Total	\$3,200.00	\$3,200.00	\$3,200.00	\$0.00	\$0.00	\$0.00
Indiana Street and Retaining Wall Design	1	\$90,886.50	\$90,886.50	\$90,886.50	\$0.00	\$0.00	\$0.00
Retaining Wall Redesign	2	\$6,000.00	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$0.00
Preliminary Geotech 72/93	3	\$4,000.00	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$0.00
Preliminary Geotech SCL	4	\$6,500.00	\$6,500.00	\$6,500.00	\$0.00	\$0.00	\$0.00
Retaining Wall Redesign	5	\$2,100.00	\$2,100.00	\$2,100.00	\$0.00	\$0.00	\$0.00
Retaining Wall Redesign	8	\$2,000.00	\$2,000.00	\$600.00	\$1,400.00	\$0.00	\$0.00
(02) CTL Thompson, Inc.	Total	\$111,486.50	\$111,486.50	\$110,086.50	\$1,400.00	\$0.00	\$0.00
Indiana	0	\$109,050.00	\$109,050.00	\$109,050.00	\$0.00	\$0.00	\$0.00
On-Call Survey	2	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00
Indiana Median Landscape Design	4	\$3,600.00	\$1,800.00	\$1,800.00	\$0.00	\$1,800.00	\$0.00
Contract Amendment 3 for Indiana Parcels	9	\$63,500.00	\$63,500.00	\$63,500.00	\$0.00	\$0.00	\$0.00
Indiana Parcel Amendment #4	11	\$2,650.00	\$2,650.00	\$2,650.00	\$0.00	\$0.00	\$0.00
Indiana Parcel Amendment #5	14	\$5,350.00	\$5,350.00	\$4,784.78	\$565.22	\$0.00	\$0.00
(04) Galloway & Company	Total	\$194,150.00	\$192,350.00	\$191,784.78	\$565.22	\$1,800.00	\$0.00
(05) IDES	Total	\$289,940.00	\$289,940.00	\$289,940.00	\$0.00	\$0.00	\$0.00
(06) Kimley-Horn	Total	\$11,100.00	\$6,950.00	\$6,950.00	\$0.00	\$4,150.00	\$0.00
(07) Kumar & Associates, Inc.	Total	\$556.25	\$556.25	\$556.25	\$0.00	\$0.00	\$0.00
Big Dry Creek; Indiana (note 6)	0	\$209,019.64	\$158,295.89	\$158,295.89	\$0.00	\$50,723.75	\$50,723.75
Traffic Signal Design (note 3)	1	\$18,400.00	\$12,950.00	\$12,950.00	\$0.00	\$5,450.00	\$5,450.00
Traffic Signal Design Additional (note 4)	4	\$5,500.00	\$4,125.00	\$4,125.00	\$0.00	\$1,375.00	\$1,375.00
91st/Indiana Redesign (note 7)	5	\$5,000.00	\$2,200.00	\$2,200.00	\$0.00	\$2,800.00	\$2,800.00
Drone Survey	6	\$7,200.00	\$7,200.00	\$7,200.00	\$0.00	\$0.00	\$0.00
Big Dry Creek at Indiana	14	\$20,000.00	\$20,000.00	\$20,965.00	-\$965.00	\$0.00	\$0.00
Big Dry Creek at Indiana - Downstream Tie-In	17	\$6,200.00	\$6,200.00	\$4,572.50	\$1,627.50	\$0.00	\$0.00
(08) Martin/Martin	Total	\$271,319.64	\$210,970.89	\$210,308.39	\$662.50	\$60,348.75	\$60,348.75
(12) Papillon	Total	\$277,457.81	\$277,457.81	\$277,457.81	\$0.00	\$0.00	\$0.00
(13) Wright Water Engineers	Total	\$11,677.42	\$11,677.42	\$11,677.42	\$0.00	\$0.00	\$0.00
(11) Wyoco Erosion Control	Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CU/Arvada Analysis Reimbursement Phase 1	0	\$47,050.00	\$47,050.00	\$47,050.00	\$0.00	\$0.00	\$0.00
City of Arvada	Total	\$47,050.00	\$47,050.00	\$47,050.00	\$0.00	\$0.00	\$0.00



## Attachment C-1

Jefferson Center Metropolitan District No. 1  
 October 2019 Expenditures  
 East Candelas 2017 - 2018 Contract Summary To Date

Total of All Agreements	\$1,226,293.14	\$1,159,994.39	\$1,157,366.67	\$2,627.72	\$66,298.75	\$66,298.75	\$0.00
Previous Month's Total	\$1,226,293.14	\$1,159,994.39			\$66,298.75		
Increase or Decrease	\$0.00	\$0.00			\$0.00		

- (1) Invoices received but not paid, if any, are listed in detail on Attachment D, and are not included in this Summary.  
 (2) Blank  
 (3) Cost allocation is \$7,500 District (Candelas/91st), plus \$5,450 District (Indiana), plus \$5,450 District-MS (Indiana).  
 (4) Cost allocation is \$4,125 District (50% Indiana+91st), plus \$1,375 District-MS (50% Indiana).  
 (5) Cost allocation is \$6,950 District (Indiana+91st), plus \$4,150 District-MS (Indiana).  
 (6) Cost allocation for Indiana contract dated 3/28/2016 (\$109,000) is \$94,000 District and \$15,000 District-MS (Indiana portion at 50%).  
 (7) Cost allocation is \$2,200 District (Indiana), plus \$2,800 District-MS (Indiana).  
 (8) Min. Shadows cost share is not shown here, but is based on a percentage of overall Indiana costs, and is detailed in Attachment E.

## Combined Totals

	District Total	District Amount Paid	District Amount Remaining	Mountain Shadows Total	Shadows Amount Paid	Amount Remaining
Contractor Contracts and Change Orders - Current and Future Commitments	\$5,823,918.18	\$5,823,918.18	\$0.00	\$964,795.88	\$964,795.88	\$0.00
Consultant Agreements, Task/Work Orders - Current and Future Commitments	\$1,159,994.39	\$1,157,366.67	\$2,627.72	\$66,298.75	\$66,298.75	\$0.00
<b>TOTAL</b>	<b>\$6,983,912.57</b>	<b>\$6,981,284.85</b>	<b>\$2,627.72</b>	<b>\$1,031,094.63</b>	<b>\$1,031,094.63</b>	<b>\$0.00</b>

	Combined Total	Combined Amount Paid	Combined Amount Remaining
<b>COMBINED TOTAL</b>	<b>\$8,015,007.20</b>	<b>\$8,012,379.48</b>	<b>\$2,627.72</b>

## Changes made this October 2019 report:

## Contractors (District Portion)

Change in Contract Amounts	
Description of Change	Contract Amount
Updated Previous Month's Total amounts.	n/a
<b>TOTAL</b>	<b>\$0.00</b>

## Amounts Paid

Description of Change	Amount Paid
None	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>

## Contractors (Mountain Shadows Portion)

Change in Contract Amounts	
Description of Change	Contract Amount
Updated Previous Month's Total amounts.	n/a
<b>TOTAL</b>	<b>\$0.00</b>

## Amounts Paid

Description of Change	Amount Paid
None	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>

## Consultants (District Portion)

Change in Contract Amounts	
Description of Change	Contract Amount
Updated Previous Month's Total amounts.	n/a
<b>TOTAL</b>	<b>\$0.00</b>

## Amounts Paid

Description of Change	Amount Paid
None	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>

## Consultants (Mountain Shadows Portion)

Change in Contract Amounts	
Description of Change	Contract Amount
Updated Previous Month's Total amounts.	n/a
<b>TOTAL</b>	<b>\$0.00</b>

## Amounts Paid

Description of Change	Amount Paid
Updated Previous Month's Total amounts.	n/a
Added Martin/Martin invoice #16.0362-00034 to District Amount Paid.	-\$4,295.00
<b>TOTAL</b>	<b>-\$4,295.00</b>

TOTAL CHANGE IN COMMITMENTS (see Attachment C-2)

## Attachment C-2

Jefferson Center Metropolitan District No. 1  
 October 2019 Expenditures  
 Candelas Subdivisions 2018 - 2019 Contract Summary To Date

## Contractors (District Portion)

Contractor (Vendor Number)	Contract (District)	Change Orders (District)	Total Contract (District)	Amount Paid (District)	Remaining (District)	Comments
<b>(18) Premier Earthworks &amp; Infrastructure (Subdivisions)</b>						
Candelas Point	\$2,856,963.93	\$494,346.43	\$3,351,310.36	\$3,137,090.16	\$214,220.20	Through Pay App #16; CO #26
Alternates	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Through Pay App #16; CO #26
Candelas Medical	\$1,590,950.26	\$405,894.36	\$1,996,844.62	\$910,147.39	\$1,086,697.23	Through Pay App #16; CO #26
Alternates	\$45,952.61	\$31,914.00	\$14,038.61	\$0.00	\$14,038.61	Through Pay App #16; CO #26
Kings North	\$796,908.07	\$63,610.78	\$860,518.85	\$802,625.41	\$57,893.43	Through Pay App #16; CO #26
Alternates	\$1,472.76	\$0.00	\$1,472.76	\$0.00	\$1,472.76	Through Pay App #16; CO #26
<b>(24) BrightView Landscape</b>						
Candelas Point	\$312,133.53	\$2,979.00	\$309,154.53	\$292,272.57	\$16,881.96	Through Pay App #10; CO #1
Candelas Medical	\$115,399.33	\$0.00	\$115,399.33	\$3,734.93	\$111,664.40	Through Pay App #10; CO #1
Kings North	\$44,576.69	\$0.00	\$44,576.69	\$16,722.61	\$27,854.08	Through Pay App #10; CO #1
<b>(25) Peak to Peak Engineered Railings</b>						
	\$8,568.00	\$0.00	\$8,568.00	\$8,568.00	\$0.00	
<b>(28) GTC</b>						
	\$20,000.00	\$11,354.00	\$31,354.00	\$26,901.00	\$4,453.00	
<b>(29) Candelas Aggregates</b>						
	\$7,568.00	\$0.00	\$7,568.00	\$7,568.00	\$0.00	
<b>(30) NRE Excavating</b>						
	\$100,748.00	\$6,205.00	\$106,953.00	\$101,605.35	\$5,347.65	
<b>(31) Church Ranch</b>						
	\$1,588.00	\$0.00	\$1,588.00	\$1,588.00	\$0.00	
<b>(32) CMT Excavating Company</b>						
	\$250.00	\$0.00	\$250.00	\$250.00	\$0.00	
<b>(36) Kelley Trucking</b>						
	\$2,019,968.86	\$0.00	\$2,019,968.86	\$0.00	\$2,019,968.86	
<b>(38) Hogan Action Services</b>						
	\$28,600.00	\$0.00	\$28,600.00	\$0.00	\$28,600.00	
<b>(39) Hogan Works</b>						
	\$28,860.00	\$0.00	\$28,860.00	\$14,430.00	\$14,430.00	
<b>Middle South Platte River Wetlands</b>						
	\$50,000.00	\$0.00	\$50,000.00	\$50,000.00	\$0.00	
<b>Xcel Energy (CP Electric Overhead to Underground Conversion)</b>						
	\$182,757.34	\$0.00	\$182,757.34	\$182,757.34	\$0.00	
<b>Xcel Energy (Candelas Point Street Lights)</b>						
	\$153,594.76	\$0.00	\$153,594.76	\$153,594.76	\$0.00	
<b>Xcel Energy (Candelas Medical Street Light Relocations)</b>						
	\$9,847.63	\$0.00	\$9,847.63	\$9,847.63	\$0.00	
<b>Xcel Energy (Candelas Medical Street Lights at Candelas Pkwy &amp; 91st Place)</b>						
	\$25,931.83	\$0.00	\$25,931.83	\$25,931.83	\$0.00	
<b>City of Arvada (Water Meter Fees)</b>						
	\$35,848.67	\$0.00	\$35,848.67	\$35,848.67	\$0.00	
<b>City of Westminster (KDPL Relocation Reimbursement)</b>						
	\$1,863.95	\$0.00	\$1,863.95	\$1,863.95	\$0.00	
<b>City of Westminster (KDPL Inspection)</b>						
	\$9,969.02	\$0.00	\$9,969.02	\$9,969.02	\$0.00	
<b>Future Commitments:</b>						
Candelas Point	\$29,000.00	\$0.00	\$29,000.00	\$0.00	\$29,000.00	
Candelas Medical Phase 1	\$1,200.00	\$0.00	\$1,200.00	\$0.00	\$1,200.00	
Candelas Medical Phase 2	\$1,624,623.43	\$0.00	\$1,624,623.43	\$0.00	\$1,624,623.43	
Kings North	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Indiana	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<b>Total Contracts (District Portion)</b>						
	\$10,105,144.66	\$946,517.57	\$11,051,662.23	\$5,793,316.62	\$5,258,345.61	
<b>Previous Month's Total</b>						
			\$11,013,161.72			
<b>Increase or Decrease</b>						
			\$38,500.51			

## Contractors (Developer Portion)

Contractor (Vendor Number)	Contract (Developer)	Change Orders (Developer)	Total Contract (Developer)	Amount Paid (Developer)	Remaining (Developer)	Comments
<b>(18) Premier Earthworks &amp; Infrastructure (Subdivisions)</b>						
Candelas Point	\$256,156.15	\$18,187.15	\$274,343.30	\$156,444.43	\$117,898.87	Through Pay App #16; CO #26
Candelas Medical	\$68,316.68	\$144,899.82	\$213,216.50	\$187,946.16	\$25,270.34	Through Pay App #16; CO #26
Kings North	\$171,526.69	\$0.00	\$171,526.69	\$162,858.28	\$8,668.41	Through Pay App #16; CO #26
Xcel Energy (Core)						CCC
(31) Church Ranch	\$4,436.19	\$0.00	\$4,436.19	\$4,436.19	\$0.00	
(32) CMT Excavating Company	\$12,966.66	\$0.00	\$12,966.66	\$12,966.66	\$0.00	
<b>Total Contracts (Developer Portion)</b>						
	\$852,065.71	\$244,627.27	\$1,096,692.98	\$714,442.88	\$382,250.10	
<b>Previous Month's Total</b>						
			\$779,273.41			
<b>Increase or Decrease</b>						
			\$317,419.57			

## PEI Contract Totals (District &amp; Developer)

Contractor (Vendor Number)	Contract TOTAL	Change Orders TOTAL	Total Contract TOTAL	Amount Paid TOTAL	Remaining TOTAL	Comments
<b>(18) Premier Earthworks &amp; Infrastructure (Subdivisions)</b>	\$5,760,019.16	\$1,207,879.34	\$6,967,898.50	\$5,547,307.06	\$1,420,591.44	Through Pay App #16; CO #26

## Contractors (Future Bond Issues)

Contractor (Vendor Number)	Contract	Change Orders	Total Contract	Amount Paid	Remaining	Comments
Candelas Pkwy & West 91st Place - Balance of WL Contract	\$183,417.00	\$0.00	\$183,417.00	\$0.00	\$183,417.00	This cost could be 2019 or later
Pump Station	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Water Tank #1 (72/93) - To be built by Arvada	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Water Tank #2 (Candelas Point)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Traffic Signals SH72 & Candelas Parkway	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2020 or later?
Traffic Signals Candelas Parkway & West 93rd	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2020 or later?
Traffic Signals NW Corner Indiana & Candelas Parkway	\$120,000.00	\$0.00	\$120,000.00	\$0.00	\$120,000.00	2020?
<b>Total Contracts (Future Bond Issues)</b>						
	\$303,417.00	\$0.00	\$303,417.00	\$0.00	\$303,417.00	

## Consultants

Consultant (Vendor Number)	TO #	Order Amount	Amount Paid	Remaining
Candelas Medical	6	\$15,515.00	\$14,953.00	\$562.00
Candelas Point	7	\$39,686.00	\$39,686.00	\$0.00
Kings North	9	\$15,630.00	\$15,630.00	\$0.00
Candelas Point	10	\$10,450.00	\$10,450.00	\$0.00
Candelas Parkway Pavement Design	11	\$3,300.00	\$0.00	\$3,300.00

## Attachment C-2

Jefferson Center Metropolitan District No. 1  
 October 2019 Expenditures  
 Candelas Subdivisions 2018 - 2019 Contract Summary To Date

(02) CTL Thompson, Inc	Total	\$84,581.00	\$80,719.00	\$3,862.00
Candelas Point	0	\$140,985.00	\$140,985.00	\$0.00
Kings North	1	\$54,500.00	\$54,500.00	\$0.00
On-Call Survey	2-A1-A4	\$50,000.00	\$45,091.77	\$4,908.23
Monument Sign Program	3	\$25,500.00	\$24,596.42	\$903.58
SCL Landscape Design	5	\$24,000.00	\$15,699.60	\$8,300.40
72/93 Landscape Design	6	\$7,875.85	\$7,875.85	\$0.00
Landscape Master Plan	7	\$19,400.00	\$19,311.72	\$88.28
Kings North Infrastructure Amendment	8	\$59,000.00	\$57,842.69	\$1,157.31
Kings North Infrastructure Amendment #2	10	\$8,000.00	\$8,000.00	\$0.00
Kings North Amendment #3	12	\$9,090.00	\$9,090.00	\$0.00
Additional Survey & Construction Staking Quotes	13	\$2,250.00	\$0.00	\$2,250.00
Candelas Point Design	15	\$48,905.00	\$45,042.50	\$3,862.50
Kings North Lot 4 and 5 Replat	16	\$9,700.00	\$7,764.31	\$1,935.69
(04) Galloway & Company	Total	\$459,205.65	\$435,799.66	\$23,405.99
District Oversight - Candelas Point	5-6	\$199,462.20	\$199,462.20	\$0.00
District Oversight - Indiana/Misc	5-6	\$42,741.90	\$42,741.90	\$0.00
District Oversight - Kings North	5-6	\$42,741.90	\$42,741.89	\$0.01
District Oversight - Candelas Medical	7	\$54,860.00	\$50,623.50	\$4,236.50
(05) IDES	Total	\$339,806.00	\$335,569.50	\$4,236.50
Traffic Studies Candelas Point	0	\$9,800.00	\$9,800.00	\$0.00
Traffic Studies SH72/SH93	1	\$9,000.00	\$9,000.00	\$0.00
Traffic Studies Candelas Point - Additional	2	\$650.00	\$650.00	\$0.00
Candelas Point Traffic Signal Design	3	\$11,700.00	\$11,700.00	\$0.00
Candelas Point Traffic Signal Design	4	\$3,500.00	\$1,980.00	\$1,520.00
Traffic Compliance Letter - Kings North	5	\$1,200.00	\$1,200.00	\$0.00
Add'l Traffic Compliance Letter - Kings North	6	\$800.00	\$800.00	\$0.00
Traffic Impact Study	7	\$14,000.00	\$14,000.00	\$0.00
(06) Kimley-Horn	Total	\$50,650.00	\$49,130.00	\$1,520.00
SCL Medical	2	\$205,534.00	\$201,853.32	\$3,680.68
SH93/SH72	3	\$130,990.33	\$130,990.33	\$0.00
Additional Legal Services	7	\$21,000.00	\$17,351.29	\$3,648.71
On-Call Survey	8	\$20,500.00	\$12,640.00	\$7,860.00
Jefferson Pkwy Coordination	9	\$35,500.00	\$32,770.45	\$2,729.55
Grading Analysis	10	\$52,900.00	\$42,366.62	\$10,533.38
Add'l Traffic Design C-Pkwy	11	\$5,000.00	\$5,000.00	\$0.00
Add'l SH93/SH72	12	\$37,738.00	\$37,738.00	\$0.00
72-93 Traffic Signal Design	13	\$5,477.50	\$5,477.50	\$0.00
Traffic Signal Modification	15	\$7,200.00	\$7,200.00	\$0.00
Layout of new ROW, Place White Lid for Panels at each Tee Post, 2" P	16	\$4,100.00	\$2,968.84	\$1,131.16
Candelas/Indiana Intersection Modifications	18	\$10,000.00	\$10,000.00	\$0.00
Candelas/Indiana Intersection Modifications	19	\$13,700.00	\$8,938.90	\$4,761.10
Candelas Medical/Big Dry Creek Floodplan	20	\$11,500.00	\$7,470.00	\$4,030.00
Grading/Earthwork/Taylor Morrison Parcels	21	\$10,000.00	\$570.00	\$9,430.00
(08) Martin/Martin	Total	\$571,139.83	\$523,335.25	\$47,804.58
Candelas Master Planning and Graphics	1	\$22,000.00	\$21,011.30	\$988.70
(27) Norris Design	Total	\$22,000.00	\$21,011.30	\$988.70
Management - Candelas Point	1-2	\$357,605.49	\$252,556.32	\$105,049.17
Management - Indiana/Misc	1-2	\$76,629.74	\$54,119.21	\$22,510.53
Management - Kings North	1-2	\$76,629.74	\$54,119.21	\$22,510.53
Management - Candelas Medical	1-2	\$93,677.22	\$48,023.95	\$45,653.27
(12) Papillon	Total	\$604,542.19	\$408,818.69	\$195,723.50
Erosion Control Management - Candelas Point	1	\$29,250.00	\$29,250.00	\$0.00
Erosion Control Management - Kings North	1	\$4,500.00	\$4,500.00	\$0.00
Erosion Control Management - Candelas Medical	1	\$11,250.00	\$8,008.98	\$3,241.02
(10) SWAP	Total	\$45,000.00	\$41,768.98	\$3,241.02
Candelas Environmental Permitting	1	\$7,000.00	\$6,555.15	\$444.85
(33) SWCA	Total	\$7,000.00	\$6,555.15	\$444.85
Sanitary Sewer Flow Update	1	\$29,700.00	\$23,012.60	\$6,687.40
(26) TST, Inc.	Total	\$29,700.00	\$23,012.60	\$6,687.40
(13) Wright Water Engineers	Total	\$22,046.17	\$22,046.17	\$0.00
Erosion Control - Candelas Point	1-5	\$95,623.13	\$91,297.31	\$4,325.82
Erosion Control - Kings North	1-5	\$59,711.25	\$58,188.01	\$1,523.24
Erosion Control - Candelas Medical	1-5	\$31,778.12	\$30,034.54	\$1,743.58
(11) Wyoco Erosion Control	Total	\$187,112.50	\$179,519.86	\$7,592.64
Future Commitments:				
Consultants		\$68,500.00	\$0.00	\$68,500.00
	Total	\$68,500.00	\$0.00	\$68,500.00
Total of All Agreements		\$2,491,283.34	\$2,127,276.16	\$364,007.18
Previous Month's Total		\$2,466,283.34		
Increase or Decrease		\$25,000.00		

- (1) Invoices received but not paid, if any, are listed in detail on Attachment D, and are not included in this Summary.  
 (2) Blank

## Combined Totals

	District Total	District Amount Paid	Amount Remaining	Developer Total	Developer Amount Paid	Developer Amount Remaining
Contractor Contracts and Change Orders - Current and Future Commitments	\$11,061,662.23	\$5,793,316.62	\$5,268,345.61	\$776,223.47	\$714,442.89	\$303,417.00
Consultant Agreements, Task/Work Orders - Current and Future Commitments	\$2,491,283.34	\$2,127,276.16	\$364,007.18	n/a	n/a	n/a
TOTAL	\$13,542,945.57	\$7,920,592.78	\$5,622,352.79	\$776,223.47	\$714,442.89	\$303,417.00

## Attachment C-2

Jefferson Center Metropolitan District No. 1  
 October 2019 Expenditures  
 Candelas Subdivisions 2018 - 2019 Contract Summary To Date

## Changes made this October 2019 report:

## Contractors (District Portion)

Change in Contract Amount:	
Description of Change	Contract Amount
Updated Previous Month's Total amounts.	n/a
Added GTC Task Order #3.	\$20,000.00
Added City of Westminster (KDPL Inspection)	\$9,969.02
Added Hogan Action Services Contract.	\$28,600.00
Added Hogan Works Contract.	\$28,860.00
Revised Kelley Trucking for final contract amount.	-\$80,031.14
Added PEI Change Order #26.	\$31,102.63
<b>TOTAL</b>	<b>\$38,500.51</b>

## Amounts Paid

Description of Change	
Description of Change	Amount Paid
BrightView Landscape: Updated Amount Paid	-\$1,425.00
Added City of Westminster (KDPL Inspection)	-\$9,969.02
Added GTC invoice #1692-1	-\$15,547.00
Added Hogan Action invoice to District Amount Paid.	-\$14,430.00
Premier Earthworks & Infrastructure: Updated Amount Paid	-\$140,090.99
<b>TOTAL</b>	<b>-\$181,462.01</b>

## Contractors (Developer Portion)

Change in Contract Amount:	
Description of Change	Contract Amount
Updated Previous Month's Total amounts.	n/a
<b>TOTAL</b>	<b>\$0.00</b>

## Contractors (Developer Portion)

Amounts Paid	
Description of Change	Contract Amount
Updated Previous Month's Total amounts.	n/a
Premier Earthworks & Infrastructure: Updated Amount Paid	-\$4,422.25
<b>TOTAL</b>	<b>-\$4,422.25</b>

## Consultants

Change in Contract Amount:	
Description of Change	Contract Amount
Updated Previous Month's Total amounts.	n/a
Added Wyoco Task Order #5	\$25,000.00
<b>TOTAL</b>	<b>\$25,000.00</b>

## Amounts Paid

Description of Change	
Description of Change	Amount Paid
Added CTL invoice #520411 to District Amount Paid	-\$3,434.00
Added Galloway invoice #86120, 86250, 86251, and 86334 to District Amount Paid	-\$2,131.15
Added IDES invoice #DEN085.37 to District Amount Paid	-\$17,168.76
Added Martin/Martin invoice #16.0362-00035, 17.0684-00017, 17.0723-00015, 17.0723-00016, 17.0723-00017, and 17.0724-00021 to District Amount Paid.	-\$19,369.22
Added Papillon invoice #979 to District Amount Paid	-\$15,868.50
Added SWAP invoice #SWAP05.31 to District Amount Paid	-\$1,689.76
Added Wyoco invoice #1249 and 1142 to District Amount Paid	-\$18,821.50
<b>TOTAL</b>	<b>-\$78,482.89</b>

## TOTAL CHANGE IN COMMITMENTS

Description	Total
Total Changes (Attachments C-1 and C-2)	-\$205,161.64
Current Payables (Attachments C-1 and C-2)	-\$268,862.15
McGeady & SDMS Capital Fund*	\$0.00
	<b>\$63,500.51</b>

\*Not certified by Engineer

## Attachment C-3

Jefferson Center Metropolitan District No. 1  
Anticipated Future Costs by Project

## Anticipated Project Costs (not including Candelas Medical Escrow Amounts)

	Cash	Remaining Contract Costs	Anticipated Future Costs/Alternates	TOTAL	Total Funded (Unfunded) Costs
Candelas Point	\$753,190.62	\$402,721.54	\$43,325.82	\$446,047.36	\$307,143.26
Indiana/Misc.		\$98,188.99	\$58,500.00	\$156,688.99	-\$156,688.99
Kings North		\$119,927.85	\$2,996.00	\$122,923.85	-\$122,923.85
Candelas Medical Non Escrow Amounts		\$682,189.94		\$682,189.94	-\$682,189.94
<b>TOTAL</b>	<b>\$753,190.62</b>	<b>\$1,303,028.32</b>	<b>\$104,821.82</b>	<b>\$1,407,850.14</b>	<b>-\$654,659.52</b>

## Candelas Medical Escrow Anticipated Project Costs

	Cash	Remaining Contract Costs (Attachment C-2, Column G)	Anticipated Future Costs/Alternates	TOTAL	Total Funded (Unfunded) Costs
Candelas Medical - Phase 1	\$1,581,858.24	\$1,303,327.52	\$1,200.00	\$1,304,527.52	\$277,330.72
Candelas Medical - Phase 2	\$3,724,623.43	\$1,349,760.00	\$1,624,623.43	\$2,974,383.43	\$750,240.00
<b>TOTAL</b>	<b>\$5,306,481.67</b>	<b>\$2,653,087.52</b>	<b>\$1,625,823.43</b>	<b>\$4,278,910.95</b>	<b>\$1,027,570.72</b>

## Capital Cash to be allocated:

Candelas Medical Escrow Reimbursement Phase 1	\$	1,851,875.78
Reimbursement Request 4 (September 2019)		(270,017.54) pending as of 10/16/19
	\$	<u>1,581,858.24</u>

Candelas Medical Escrow Reimbursement Phase 2	\$	3,724,623.43
	\$	<u>3,724,623.43</u>

First Bank	\$	686,226.87
Reimbursement Request 4 (September 2019)		270,017.54
Add Back City of Arvada Fees for change		-
Less current payables		(268,662.15)
	\$	<u>687,582.26</u>

UMB 2017	\$	3,203.56
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Excess General Funds:		
First Bank	\$	57,809.86
CoBiz		4,898.40
ColoTrust		72,658.08
Less current payable		(5,254.98)
General Fund Surplus/Deficit		(64,503.00)
	\$	<u>65,608.36</u>

Attachment D

Jefferson Center Metropolitan District No. 1  
October 2019 Expenditures  
Invoices Withheld (This Period)

Vendor Name	Invoice #	Invoice Date	Invoice Amount	Invoice Description	Comments
None					
Total			\$0.00		

**Attachment E**  
**Jefferson Center Metropolitan District No. 1**  
**Mountain Shadows and Foothills Church Cost Share Summary**

Mountain Shadows Summary - Current Construction

	Mountain Shadows Portion Total	Mountain Shadows Current	Mtn Shadows Previously Billed	Mtn Shadows Amount Remaining	Notes
Contractor Contracts and Change Orders	\$964,795.88	\$55,516.96	\$909,278.92	\$55,516.96	
Consultant Agreements, Task/Work Orders	\$66,298.75	\$0.00	\$66,298.75	\$0.00	
<b>Subtotal Contractor/Consultant</b>	<b>\$1,031,094.63</b>	<b>\$55,516.96</b>	<b>\$975,577.67</b>	<b>\$55,516.96</b>	
Project Management Costs Breakdown:					
IDES	\$41,243.79	\$2,220.68	\$39,023.11	\$2,220.68	4% of construction and consulting costs
Papillon for JCMD1	\$41,243.79	\$2,220.68	\$39,023.11	\$2,220.68	4% of construction and consulting costs
Accounting - SDMS	\$10,310.95	\$555.17	\$9,755.78	\$555.17	1% of construction and consulting costs
<b>Subtotal Project Management</b>	<b>\$92,798.52</b>	<b>\$4,996.53</b>	<b>\$87,802.00</b>	<b>\$4,996.52</b>	
<b>Total Contractor/Consultant/PM</b>	<b>\$1,123,893.15</b>	<b>\$60,513.49</b>	<b>\$1,063,379.67</b>	<b>\$60,513.48</b>	
Traffic Signals Indiana & Candelas	\$152,814.12	\$0.00	\$152,814.12	\$0.00	See Detail Below
	\$0.00	\$0.00	\$0.00	\$0.00	
<b>Grand Total</b>	<b>\$1,276,707.27</b>	<b>\$60,513.49</b>	<b>\$1,216,193.79</b>	<b>\$60,513.48</b>	

Traffic Signals Indiana/Candelas Parkway - Original Construction

	Cost	Notes
Original Escrow Amount		
Processed:		
Disbursement Request #1		
Traffic Signals Indiana/Candelas Parkway	\$151,987.45	Approved by Mountain Shadows
Disbursement Request #2		
ESC Engineering Signal Design	\$826.67	Approved by Mountain Shadows
<b>Totals</b>	<b>\$152,814.12</b>	

JCMD - Mountain Shadows Escrow Summary

	Pending	Billed	Received	Current Escrow	Notes
Original Escrow Amount				\$998,108.58	
Processed:					
Disbursement Request #1					
Traffic Signals Indiana/Candelas Parkway	\$0.00	\$151,987.45	\$151,987.45	(\$151,987.45)	
Disbursement Request #2					
ESC Engineering Signal Design	\$0.00	\$826.67	\$826.67	(\$826.67)	
Disbursement Request #3					
Indiana East Side Improvements	\$0.00	\$274,614.71	\$274,614.71	(\$274,614.71)	
Disbursement Request #4					
Indiana East Side Improvements	\$0.00	\$473,341.71	\$473,341.71	(\$473,341.71)	
Disbursement Request #5					
Indiana East Side Improvements	\$0.00	\$97,338.04	\$97,338.04	(\$97,338.04)	
<b>Totals</b>	<b>\$0.00</b>	<b>\$998,108.58</b>		<b>\$0.00</b>	

Foothills Summary Detail

	Pending	Billed	Received	Current	Notes
Current Projection					
Grand Total MS Less Original Escrow				\$278,598.69	
Reimbursement Request #1					
Traffic Signals Indiana/Candelas Parkway	\$0.00	\$218,085.21	\$0.00	\$0.00	
Reimbursement Request #2					
Traffic Signals Indiana/Candelas Parkway	\$0.00	\$40,166.65	\$0.00	\$0.00	
Reimbursement Request #3					
Traffic Signals Indiana/Candelas Parkway	\$0.00	\$20,346.83	\$0.00	\$0.00	
<b>Totals</b>	<b>\$0.00</b>	<b>\$278,598.69</b>	<b>\$0.00</b>	<b>\$278,598.69</b>	

**Attachment F**  
**Jefferson Center Metropolitan District No. 1**  
**JCMD and CMD - Traffic Signal Summary**

Traffic Signal Summary - Current Construction

	CMD Portion Total	CMD Current	CMD Previously Billed	CMD Amount Remaining	Notes
Contractor Contracts and Change Orders	\$338,580.50	-\$687.50	\$338,580.50	\$0.00	
Consultant Agreements, Task/Work Orders	\$24,210.00	\$0.00	\$24,210.00	\$0.00	
<b>Subtotal Contractor/Consultant</b>	<b>\$362,790.50</b>	<b>-\$687.50</b>	<b>\$362,790.50</b>	<b>\$0.00</b>	

JCMD - CMD Reimbursement Summary

	Pending	Billed	Received	Current Commitment	Notes
Original Commitment Amount				\$985,000.00	
Completed costs - Indiana and Candelas Parkway Intersection		\$201,003.00	\$201,003.00	(\$201,003.00)	
Processed:					
Reimbursement Request #1					
Candelas Traffic Signals	\$0.00	\$339,592.19	\$339,592.19	(\$339,592.19)	
Reimbursement Request #2					
Candelas Traffic Signals	\$0.00	\$23,198.30	\$23,198.30	(\$23,198.30)	
<b>Totals</b>	<b>\$0.00</b>	<b>\$563,793.49</b>		<b>\$421,206.51</b>	

Projects Under Contract but Not Warranted:

Candelas Parkway & West 91st Place - WL  
Balance of Work - Probably 2019 \$183,417.00

Projects Under Design:

Hwy 72 and Hallett \$325,000.00

Projects With Pending Subdivisions:

Candelas Point Subdivision  
Hwy 72 & Candelas Parkway \$0.00  
Candelas Parkway & West 93rd Drive \$0.00

Hwy 72 & 93  
Hwy 72 Full Intersection \$0.00  
Hwy 93 Three Quarters \$0.00  
Hwy 72 & 93 Modifications \$0.00



# Attachment G

## Jefferson Center Metropolitan District No. 1 Candelas Medical Phase 1 & 2 Escrow Summary

PHASE 1 SUMMARY	Per SCL Contract	Contracted/Estimated	Difference	Notes
Construction Contract PEI	\$2,084,979.00	\$2,230,275.92	\$145,296.92	
Landscaping	\$115,400.00	\$115,399.33	-\$0.67	BrightView contract
Water Tap	\$15,000.00	\$15,000.00	\$0.00	estimated
Xcel Street Lights	\$34,000.00	\$35,779.46	\$1,779.46	Actual
Xcel Power	\$5,000.00	\$5,000.00	\$0.00	estimated
Wyoco/SWAP	\$0.00	\$43,028.12		
Testing	\$15,515.00	\$15,515.00	\$0.00	CTL estimated
<b>TOTAL CONSTRUCTION</b>	<b>\$2,269,894.00</b>	<b>\$2,459,997.83</b>	<b>\$190,103.83</b>	
Permits	\$45,397.88	\$45,397.88	\$0.00	estimated
Design Fees (if eligible)	\$0.00	\$0.00	\$0.00	
IDES	\$68,096.82	\$73,799.93	\$5,703.11	3% of construction costs
Papillon	\$90,795.76	\$98,399.91	\$7,604.15	4% of construction costs
<b>TOTAL PERMITS &amp; CONSULTING</b>	<b>\$204,290.46</b>	<b>\$217,597.73</b>	<b>\$13,307.27</b>	
<b>TOTAL PHASE 1</b>	<b>\$2,474,184.46</b>	<b>\$2,677,595.56</b>	<b>\$203,411.10</b>	

PHASE 1 ESCROW SUMMARY				
Escrow before Contingency & SCL Portion	\$2,199,353.46			
SCL Detention Ponds & Sidewalks	\$153,471.00			
Contingency (10%)	\$219,935.35	\$203,411.10	\$16,524.25	Contingency Remaining
<b>TOTAL ESCROW:</b>	<b>\$2,572,759.81</b>			
Reimbursement Request 1 (April 2019)	\$24,251.25			
Reimbursement Request 2 (May 2019)	\$392,863.40			
Reimbursement Request 3 (August 2019)	\$303,769.38			
Reimbursement Request 4 (September 2019)	\$270,017.54			
<b>REMAINING PHASE 1 ESCROW BALANCE:</b>	<b>\$1,581,858.24</b>			

PHASE 1 RECONCILIATION:				
Escrow before Contingency & SCL Portion	\$2,199,353.46			
SCL Detention Ponds & Sidewalks	\$153,471.00			
January 2019 Paid	\$36,499.00			
February 2019 Paid	\$84,861.00			
<b>TOTAL PHASE 1 (line B19)</b>	<b>\$2,474,184.46</b>			

**JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1**  
**2019 FORECAST OF GENERAL FUND REVENUES AND EXPENDITURES**  
**AS of 10/31/2019**

	Actual Paid/Received in												Estimated					
	2019 Budget	January	February	March	April	May	June	July	August	September	October	November	December	December 2019 received/paid in January 2020	Total Actual	Total Estimated	Total year to date & estimate	Difference to original budget
Revenues:																		
Property taxes (net of AURA increment)	76,313		53	61,780	6,786			13,944							82,563	-	82,563	6,250
Specific ownership taxes	12,801		1,430	1,131	1,070			1,210			1,214		606	606	6,055	1,211	7,266	(5,535)
AURA tax increment - District's mill levy	104,660				5,959	3,185	40,959	49,433		551					100,087	-	100,087	(4,573)
Interest income	2,000	3,812	2,790	3,124	2,535	1,644	1,550	1,716	1,821	1,703	1,667	2,236	2,236		22,362	4,472	26,835	24,835
Total Revenues	195,774	3,812	4,272	66,035	16,350	4,829	42,509	66,303	1,821	2,254	2,881	2,236	2,842	606	211,067	5,684	216,751	20,977
Expenses:																		
Legal	45,000			6,549	3,824	3,451	5,666	3,178	10,935	4,560		6,361	6,361	6,361	38,164	19,082	57,245	(12,245)
Accounting	6,000								-			2,000	2,000	2,000	-	6,000	6,000	-
Audit	5,500								5,100						5,100	-	5,100	400
Landscape Maintenance	16,000														-	-	-	16,000
Monthly Ground Services		1,593	1,593	1,593	1,593		1,533	3,067	1,533	1,533	1,533	1,533	1,533		15,572	3,066	18,638	(18,638)
Repairs								2,676	3,703	912	2,273	1,063	1,063	1,063	9,564	3,188	12,752	(12,752)
Management fees	32,000		4,082	2,744	2,674	2,623	1,958	779	2,765	2,186	675				20,484	-	20,484	11,516
Elections	2,000								28			1,000			28	1,000	1,028	972
Insurance	5,250	4,578		646							250				5,474	-	5,474	(224)
Miscellaneous	2,000	10	10	10	44	60	10	10	10	20	30	10	10		214	20	234	1,766
Office Supplies	1,000		257	189	329	276	173	209	103		464	250	250	250	2,001	750	2,752	(1,752)
Utilities	10,000														-	-	-	10,000
Xcel Energy			47	47	46	45	142	63	116	24	60	66	66	66	590	197	787	(787)
City of Arvada			38		42		240		1,445			441	441		1,765	883	2,648	(2,648)
Treasurer's fees	2,715		1	927	102			423							1,452	-	1,452	1,263
Transfer to #2 General Fund	54,164				8,616			11,745	-		12,123	7,227	7,227	7,227	32,484	21,680	54,164	-
Transfer to Mt Shadows for O&M	2,910											2,910			-	2,910	2,910	-
Total Expenses (less contingency & reserve)	184,539	6,181	6,028	12,705	17,271	6,455	9,722	22,150	25,738	9,235	17,408	22,860	18,950	16,966	132,892	58,776	191,668	(7,129)
Funds Remaining	11,235	(2,369)	(1,756)	53,330	(920)	(1,626)	32,787	44,154	(23,917)	(6,981)	(14,527)	(20,624)	(16,108)	(16,360)	78,175	(53,092)	25,083	13,848

November 21, 2019

To the Board of Directors and Management  
Jefferson Center Metropolitan District No. 1  
Jefferson County, Colorado

We are pleased to confirm our understanding of the services we are to provide Jefferson Center Metropolitan District No. 1 (the District) for the year ended December 31, 2019. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of the District as of and for the year ended December 31, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. If the District elects to omit the MD&A, as in prior years, our report will contain a statement that the District has omitted MD&A. The Statement of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – General Fund, will be subjected to the auditing procedures applied in our audit of the financial statements.

We have also been engaged to report on supplementary information other than RSI that accompanies the District's financial statements. We will subject the following supplementary information, as applicable, to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual – Debt Service Fund
- 2) Schedule of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual – Capital Projects Fund
- 3) Summary of Assessed Valuation, Mill Levy and Property Taxes Collected

The Continuing Disclosure Annual Financial Information will not be subjected to the audit procedures applied in our audit of the financial statements and we will not express an opinion thereon.

#### **Audit Objective**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the Board of Directors of the District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

#### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas

**Fiscal Focus Partners, LLC**

to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

#### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

#### **Other Services**

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities, to avoid any appearance of independence impairment.

#### **Management Responsibilities**

Management is responsible for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for any nonattest services we may provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare the financial statements and all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Fiscal Focus Partners, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to an applicable regulator or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Fiscal Focus Partners, LLC personnel. The applicable regulator or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

We expect to begin our audit on a date mutually agreed to by your accountants and our firm, and to issue our reports no later than July 31, 2020, or September 30, 2020 if the District is eligible for, and management requests, an extension of time from the state auditor. Eric Barnes or Susan Opalinski will be the engagement partner and will be responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be \$5,350 plus out-of-pocket costs (such as postage, mileage, etc.). Our invoice for these fees will be rendered upon completion of fieldwork and in-house review and is payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes thirty days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel, contractors, and professionals, and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

### Contractor Certification Regarding Illegal Aliens – Public Contracts for Services

Pursuant to the requirements of Section 8-17.5-102(1), C.R.S., we hereby certify to the District that we do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that we participate in the E-Verify Program or Department Program (as defined in Sections 8-17.5-101(3.3) and (3.7), C.R.S.) in order to confirm the employment eligibility of all employees of Fiscal Focus Partners, LLC who are newly hired to perform work under the Agreement.

In accordance with Section 8-17.5-102(2)(a), C.R.S., we shall not:

- 1) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or
- 2) Enter into a contract with a subcontractor that fails to certify to us that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

We represent and warrant that we have confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

We are prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is in effect.

If we obtain actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, we shall:

- 1) Notify the subcontractor and the District within three days that we have actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- 2) Terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that we shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

We shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking, pursuant to the law.

If we violate any provision of Section 8-17.5-102(1), C.R.S., the District may terminate the Agreement immediately and we shall be liable to the District for actual and consequential damages of the District resulting from such termination, and the District shall report such violation by us to the Colorado Secretary of State, as required by law.

We appreciate the opportunity to be of service to Jefferson Center Metropolitan District No. 1 and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



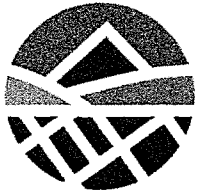
Fiscal Focus Partners, LLC

#### RESPONSE:

This letter correctly sets forth the understanding of Jefferson Center Metropolitan District No. 1.

Authorized signature: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_



Scot Kersgaard

Assessor

August 23, 2019

OFFICE OF THE ASSESSOR  
100 Jefferson County Parkway  
Golden, CO 80419-2500  
Phone: 303-271-8600  
Fax: 303-271-8616  
Website: <http://assessor.jeffco.us>  
E-mail Address: [assessor@jeffco.us](mailto:assessor@jeffco.us)

JEFF CTR METRO DIST NO 1  
AJ BECKMAN  
00141 UNION BLVD 150  
LAKEWOOD CO 80228-1898

Code # 4441

### CERTIFICATION OF VALUATION

The Jefferson County Assessor reports a taxable assessed valuation for your taxing entity for 2019 of:

\$46,852,312

The breakdown of the taxable valuation of your property is enclosed.

As further required by CRS 39-5-128(1), you are hereby notified to officially certify your levy to the Board of County Commissioners no later than December 15.

CRS 39-1-111(5) requires that this office transmit a notification by December 10 of any changes to valuation made after the original certification.

Scot Kersgaard  
Jefferson County Assessor

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# CERTIFICATION OF VALUATION BY JEFFERSON COUNTY ASSESSOR

New Tax Entity

☐ YES ☒ NO

Date: August 23, 2019

NAME OF TAX ENTITY: JEFF CTR METRO DIST NO 1

## USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATION ("5.5%" LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) AND 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2019:

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	1. \$	36,158,611
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡	2. \$	46,852,312
3. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3. \$	32,370,657
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4. \$	14,481,655
5. NEW CONSTRUCTION: *	5. \$	5,129,782
6. INCREASED PRODUCTION OF PRODUCING MINE: ≈	6. \$	0
7. ANNEXATIONS/INCLUSIONS:	7. \$	0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: ≈	8. \$	0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b), C.R.S.): Ⓢ	9. \$	0
10. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(A), C.R.S.). Includes all revenue collected on valuation not previously certified:	10. \$	0
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a), C.R.S.) and (39-10-114(1)(a)(I)(B), C.R.S.):	11. \$	45,862

‡ This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec 20(8)(b), Colo. Constitution

\* New construction is defined as: Taxable real property structures and the personal property connected with the structure.

≈ Jurisdiction must submit to the Division of Local Government respective Certifications of Impact in order for the values to be treated as growth in the limit calculation; use Forms DLG 52 & 52A.

Ⓢ Jurisdiction must apply to the Division of Local Government before the value can be treated as growth in the limit calculation; use Form DLG 52B.

## USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

IN ACCORDANCE WITH ART X, SEC.20, COLO. CONSTITUTION AND 39-5-121(2)(b), C.R.S., THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2019:

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1. \$	113,132,347
<b>ADDITIONS TO TAXABLE REAL PROPERTY</b>		
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	2. \$	23,993,475
3. ANNEXATIONS/INCLUSIONS:	3. \$	0
4. INCREASED MINING PRODUCTION: §	4. \$	0
5. PREVIOUSLY EXEMPT PROPERTY:	5. \$	0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	6. \$	0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: (If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.):	7. \$	0

### DELETIONS FROM TAXABLE REAL PROPERTY

8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	8. \$	0
9. DISCONNECTIONS/EXCLUSIONS:	9. \$	0
10. PREVIOUSLY TAXABLE PROPERTY:	10. \$	2,132,968

¶ This includes the actual value of all taxable real property plus the actual value of religious, private school, and charitable real property.

\* Construction is defined as newly constructed taxable real property structures.

§ Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS:

1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY	1. \$	178,586,630
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NOTE: ALL LEVIES MUST BE CERTIFIED TO THE COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.



**Jefferson Center Metropolitan District No. 1**  
**Proposed Budget**  
**General Fund**  
**For the Year ended December 31, 2020**

	Actual 2018	Adopted Budget 2019	Actual 6/30/2019	Estimate 2019	Proposed Budget 2020
Beginning fund balance	\$ 131,488	\$ 303,415	\$ 224,934	\$ 224,934	\$ 352,485
Revenues:					
Property taxes	178,203	180,973	182,099	182,099	235,152
Urban Renewal taxes	(100,793)	(104,660)	(99,536)	(99,536)	(160,031)
Specific ownership taxes	17,324	12,801	4,841	9,682	16,461
AURA Tax Increment	100,793	104,660	99,536	99,536	160,031
Transfer from JCMD #2				89,587	
Interest income	96,976	2,000	15,455	30,900	2,000
Total revenues	292,503	195,774	202,395	312,268	253,613
Total funds available	423,991	499,189	427,329	537,202	606,098
Expenditures:					
Legal	54,357	45,000	22,669	54,400	45,000
Accounting	-	6,000	-	-	6,000
Audit	5,100	5,500	-	5,500	5,500
Landscape Maintenance	17,871	16,000	12,116	24,250	16,000
Management fees	53,084	32,000	14,858	29,700	32,000
Election expense	1,136	2,000	-	-	2,000
Insurance	5,026	5,250	5,224	5,224	5,450
Miscellaneous	1,204	2,000	144	300	2,000
Office supplies	1,234	1,000	1,434	2,850	1,000
Utilities	13,838	10,000	710	1,420	10,000
Treasurer's fees	1,168	2,715	1,452	1,452	3,527
Transfer to JCMD #2 Gen Fund	43,068	54,164	20,362	56,711	56,475
Transfer to Mt Shadows for O&M	1,971	2,910	-	2,910	8,383
Contingency	-	310,824	-	-	408,909
Emergency reserve (3%)	-	3,826	-	-	3,854
Total expenditures	199,057	499,189	78,969	184,717	606,098
Ending fund balance	\$ 224,934	\$ 0	\$ 348,360	\$ 352,485	\$ 0
Assessed valuation	\$ 41,981,225	\$ 36,158,611			\$ 46,852,312
Urban Renewal increment	\$ 26,011,083	\$ 21,229,612			\$ 32,370,657
JC Urban Renewal increment	\$ 19,825,293	\$ 17,080,412			\$ 18,491,972
NW Urban Renewal increment	\$ 6,185,790	\$ 4,238,135			\$ 14,134,834
Mill Levy	5.001	5.005			5.019

**Jefferson Center Metropolitan District No. 1**  
**Proposed Budget**  
**Capital Fund**  
**For the Year ended December 31, 2020**

	Actual 2018	Adopted Budget 2019	Actual 6/30/2019	Estimate 2019	Proposed Budget 2020
Beginning fund balance	\$ 2,800,348	\$ 498,540	\$ 1,575,229	\$ 1,575,229	\$ 3,724,832
Revenues:					
Bond proceeds	-	15,000,000	-	-	167,480,000
Developer advances	5,500,000	-	-	-	-
Other reimbursements	834,093	6,800,000	-	-	-
Facility fees	64,930	-	49,158	49,158	-
Miscellaneous income	-	-	55,198	55,198	-
Developer advances	-	-	6,308,271	8,294,894	-
Interest income	11,302	5,000	9,050	18,100	5,000
Total revenues	6,410,325	21,805,000	6,421,677	8,417,350	167,485,000
Total funds available	9,210,673	22,303,540	7,996,906	9,992,579	171,209,832
Expenditures:					
Legal	31,478	-	36,518	87,650	-
Issuance costs	-	500,000	-	-	3,174,565
Engineering	887,596	-	243,358	584,050	-
Transfer to Debt Service Fund	283	3,000,000	-	-	58,002,711
Project management	308,900	-	255,733	511,450	-
Series 2010B Principal & Interest	622,284	-	262,047	262,047	-
Repay developer advances	-	5,500,000	-	-	14,407,607
Capital outlay	5,784,903	13,303,540	2,411,269	4,822,550	95,624,949
Total expenditures	7,635,444	22,303,540	3,208,925	6,267,747	171,209,832
Ending fund balance	\$ 1,575,229	\$ -	\$ 4,787,981	\$ 3,724,832	\$ -

**Jefferson Center Metropolitan District No. 1**  
**Proposed Budget**  
**Debt Service Fund**  
**For the Year ended December 31, 2020**

	Actual 2018	Adopted Budget 2019	Actual 6/30/2019	Estimate 2019	Proposed Budget 2020
Beginning fund balance	\$ 3,462,336	\$ 3,604,627	\$ 3,661,053	\$ 3,661,053	\$ 3,761,460
Revenues:					
Property taxes	1,782,088	1,810,064	1,821,317	1,821,317	2,351,752
Specific ownership taxes	173,256	126,704	48,420	96,840	164,623
Urban Renewal taxes	(1,007,935)	(1,046,792)	(995,541)	(995,541)	(1,600,472)
AURA Tax Increment	1,007,935	1,046,792	995,541	995,541	1,600,472
AURA Increment on 78.784 mills	1,344,011	1,187,789	1,253,174	1,253,174	1,435,018
Transfer from Capital Project Fund	283	3,000,000	-	-	58,002,711
Transfer from JCMD#2 DS	316,569	193,437	259,961	259,961	1,023,051
Interest income	55,958	10,000	42,010	84,020	10,000
Total revenues	3,672,165	6,327,994	3,424,882	3,515,312	62,987,155
Total funds available	7,134,501	9,932,621	7,085,935	7,176,365	66,748,615
Expenditures:					
Transfer to District #2 DS/Vauxmont	1,344,011	1,187,789	1,253,174	1,253,174	1,435,018
Series 2015 Principal	530,000	585,000	-	585,000	-
Series 2015 Interest	989,625	964,450	482,225	964,450	-
Series 2017 Principal	-	-	-	-	-
Series 2017 Interest	590,756	590,756	295,378	590,756	-
Series 2019 Interest	-	450,000	-	-	-
Series 2020 A-1 Principal	-	-	-	-	1,720,000
Series 2020 A-1 Interest	-	-	-	-	747,747
Series 2020 A-2 Principal	-	-	-	-	-
Series 2020 A-2 Interest	-	-	-	-	327,700
Series 2020B Interest	-	-	-	-	3,745,650
Series 2010 A-1 & A-2 Payment	-	-	-	-	-
Payment to Refunding Agent	-	-	-	-	30,117,232
Paying Agent Fee	7,375	7,000	3,500	7,000	7,000
Treasurer's fees	11,681	27,151	14,525	14,525	35,276
Total expenditures	3,473,448	3,812,146	2,048,802	3,414,905	38,135,623
Ending fund balance	\$ 3,661,053	\$ 6,120,475	\$ 5,037,133	\$ 3,761,460	\$ 28,612,992
Assessed valuation	\$ 41,981,225	\$ 36,158,611			\$ 46,852,312
Urban Renewal increment	\$ 26,011,083	\$ 21,229,612			\$ 32,370,657
JC Urban Renewal increment	\$ 19,825,293	\$ 17,080,412			\$ 18,491,972
NW Urban Renewal increment	\$ 14,134,834	\$ 4,238,135			\$ 14,134,834
Mill Levy	50.015	50.059			50.195
Total Mill Levy	55.016	55.064			55.214

RESOLUTION NO. 2019 - 11 - \_\_\_\_  
A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1  
TO ADOPT THE 2020 BUDGET AND APPROPRIATE SUMS OF MONEY

WHEREAS, the Board of Directors of the Jefferson Center Metropolitan District No. 1 ("District") has appointed the District Accountant to prepare and submit a proposed 2020 budget to the Board at the proper time; and

WHEREAS, the District Accountant has submitted a proposed budget to this Board on or before October 15, 2019, for its consideration; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on November 26, 2019 and interested electors were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, the budget has been prepared to comply with all terms, limitations and exemptions, including, but not limited to, reserve transfers and expenditure exemptions, under Article X, Section 20 of the Colorado Constitution ("TABOR") and other laws or obligations which are applicable to or binding upon the District; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law.

WHEREAS, the Board of Directors of the District has made provisions therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget; and

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, as more fully set forth in the budget, including any interfund transfers listed therein, so as not to impair the operations of the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Jefferson Center Metropolitan District No. 1:

1. That the budget as submitted, amended, and summarized by fund, hereby is approved and adopted as the budget of the Jefferson Center Metropolitan District No. 1 for the 2020 fiscal year.

2. That the budget, as hereby approved and adopted, shall be certified by the Secretary of the District to all appropriate agencies and is made a part of the public records of the District.

3. That the sums set forth as the total expenditures of each fund in the budget attached hereto as **EXHIBIT A** and incorporated herein by reference are hereby appropriated from the revenues of each fund, within each fund, for the purposes stated.

ADOPTED this 26<sup>th</sup> day of November 2019.

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(SEAL)

EXHIBIT A  
(Budget)

I, David Solin, hereby certify that I am the duly appointed Secretary of the Jefferson Center Metropolitan District No. 1, and that the foregoing is a true and correct copy of the budget for the budget year 2020, duly adopted at a meeting of the Board of Directors of the Jefferson Center Metropolitan District No. 1 held on November 26, 2019.

By: \_\_\_\_\_  
Secretary

RESOLUTION NO. 2019 - 11 -  
A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1  
TO SET MILL LEVIES

WHEREAS, the Board of Directors of the Jefferson Center Metropolitan District (“District”) has adopted the 2020 annual budget in accordance with the Local Government Budget Law on November 26, 2019; and

WHEREAS, the adopted budget is attached to the Resolution of the Board of Directors to Adopt the 2020 Budget and Appropriate Sums of Money, and such budget is incorporated herein by this reference; and

WHEREAS, the amount of money necessary to balance the budget for general fund expenses from property tax revenue is identified in the budget; and

WHEREAS, the amount of money necessary to balance the budget for debt service fund expenses from property tax revenue is identified in the budget; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Jefferson Center Metropolitan District No. 1:

1. That for the purposes of meeting all general fund expenses of the District during the 2020 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

2. That for the purposes of meeting all debt service fund expenses of the District during the 2020 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

3. That the District Accountant of the District is hereby authorized and directed to immediately certify to the County Commissioners of Jefferson County, Colorado, the mill levies for the District as set forth in the District’s Certification of Tax Levies (attached hereto as **EXHIBIT A** and incorporated herein by reference), recalculated as needed upon receipt of the final certification of valuation from the County Assessor in order to comply with any applicable revenue and other budgetary limits.

ADOPTED this 26<sup>th</sup> day of November, 2019.

(SEAL)



**EXHIBIT A**  
(Certification of Tax Levies)

**RESOLUTION NO. 2019-11-\_\_\_\_\_**

**RESOLUTION OF THE BOARD OF DIRECTORS OF JEFFERSON CENTER  
METROPOLITAN DISTRICT NO. 1 AUTHORIZING ADJUSTMENT OF THE  
DISTRICT MILL LEVY IN ACCORDANCE WITH THE COLORADO  
CONSTITUTION, ARTICLE X, SECTION 3**

A. Jefferson Center Metropolitan District No. 1 (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado pursuant to Title 32, Colorado Revised Statutes.

B. The District operates pursuant to its Amended and Restated Service Plan approved by the City Council of the City of Arvada on March 1, 2004 (the “**Service Plan**”), which provides the District with the authority to impose mill levies on taxable property. Such mill levies will be the primary source of revenue for repayment of debt service, public improvements, and operations and maintenance costs of the District.

C. The Service Plan authorizes a maximum mill levy of fifty (50) mills for the payment of general obligation debt (“**Maximum Debt Mill Levy**”).

D. Pursuant to the Service Plan, the Maximum Debt Mill Levy shall not apply to the District’s ability to increase its mill levy as necessary for the provision of operations and maintenance services.

E. The Service Plan and Article X, Section 3 of the Colorado Constitution (the “**Gallagher Amendment**”) authorize adjustment of the Maximum Debt Mill Levy in the event that on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut, or abatement. The Maximum Debt Mill Levy may be increased or decreased to reflect such changes. Such increases or decreases shall be determined by the Board in good faith (such determination to be binding and final) so that, to the extent possible, the actual tax revenues generated by the mill levy, as adjusted, are neither diminished nor enhanced as a result of such changes.

F. The Service Plan and Gallagher Amendment provide that, for purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation.

G. The Colorado General Assembly (the “**General Assembly**”) passed House Bill 17-1349, signed by the Governor of Colorado on June 15, 2017, which amended Section 39-1-104.2, C.R.S. by setting the ratio of valuation for assessment for real residential property at 7.2% (decreased from 7.96%) for property tax years commencing on and after January 1, 2017, until the next property tax year that the General Assembly determined to adjust the ratio of valuation for assessment for residential real property.

H. In 2019, the General Assembly passed Senate Bill 19-255, signed by the Governor of Colorado on June 3, 2019, further amending Section 39-1-104.2, C.R.S. by setting the ratio of valuation for assessment for real residential property at 7.15% (decreased from 7.2%) for property tax years commencing on or after January 1, 2019, until the next property tax year

that the General Assembly determines to adjust the ratio of valuation for assessment for residential real property.

I. In order to mitigate the effect of the 2019 statutory change in the ratio of valuation for assessment for residential real property from 7.20% to 7.15%, so that actual tax revenues are neither diminished nor enhanced as a result of the change in the ratio of valuation for assessment, the Board of Directors of the District (the “**Board**”) determines it to be in the best interest of the District, its residents, users, property owners, and the public to adjust the Maximum Debt Mill Levy.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Jefferson Center Metropolitan District No. 1, Jefferson County, Colorado:

1. The Board of the District hereby authorizes the adjustment of the Maximum Mill Levy to reflect the 2019 statutory change in the ratio of valuation for assessment for residential real property to 7.15%.

2. The Gallagher Amendment allows for a total mill levy imposition of [50.195] mills for the repayment of general obligation debt (the “**Adjusted Debt Mill Levy**”) so that District revenues shall be neither diminished nor enhanced as a result of the change in the ratio of valuation for assessment to 7.15% pursuant to the authority granted by the Service Plan and the Gallagher Amendment.

3. The Adjusted Debt Mill Levy shall be reflected in the District’s Certification of Tax Levies to be submitted to the Board of County Commissioners on or before December 15, 2019, for collection in 2020.

**[SIGNATURE PAGE FOLLOWS]**

**[SIGNATURE PAGE TO RESOLUTION AUTHORIZING ADJUSTMENT OF THE  
DISTRICT MILL LEVY IN ACCORDANCE WITH THE COLORADO  
CONSTITUTION, ARTICLE X, SECTION 3]**

RESOLUTION APPROVED AND ADOPTED ON November 26, 2019.

**JEFFERSON CENTER METROPOLITAN  
DISTRICT NO. 1**

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President

Attest:

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Secretary

CONDENSED SOURCES & USES  
As of 11/19/19

WATER SOURCES		ALLOCATED RESIDENTIAL						ALLOCATED COMMERCIAL																												TOTAL		
Project Water	Acre Feet	CPMD	MSMD	ARP	Not Allocated	Total Residential	CCLC	Yester	Plains End	Candelas Irrigation	King Soopers	King Soopers Gas	King Soopers Retail	Sauter	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	Promrose School	First Bank	Wendy's	Les Schwab	Kentro Retail 1	Kentro Retail 2	Candelas Medical	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
RWWSD	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	14.60	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	14.80	19.73
Smith Water	272.40	-	-	272.40	-	272.40	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	272.40
2005 IGA W/ Arvada (20% Water)	1.62	-	-	0.41	-	0.41	1.21	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1.21	1.62
Consolidated Mutual	126.00	-	-	126.00	-	126.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	126.00
2017 IGA, Water allocated to JCMD by the City of Arvada	300.00	-	-	75.00	-	75.00	-	-	-	0.32	4.00	0.75	4.00	1.25	1.25	1.25	7.50	1.25	2.50	2.50	1.25	2.50	2.50	4.00	4.00	1.25	2.50	1.25	1.25	1.25	1.25	2.50	2.50	4.00	167.68	57.32	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	2.50	2.50	4.00	4.00	1.25	2.50	1.25	1.25	1.25	1.25	2.50	2.50	4.00	167.68	426.55	1,869.24	

**CURRENT WATER OPTIONS**  
As of 11/19/19

Amount of Water Available (Acre Feet)	75%	25%	Name/Ditch	Notice to Purchase Water (Date Notice Given to CMMD from JMCD No. 2)	Purchase Price*	Expiration	Deadline for Intent to Purchase Water (120 Days Prior to Expiration Date)	Payment Deadline	Purchase Notice (Date Notice given to JMCD No. 2 from CMMD)
7.42	5.57	1.86	Group Sale / Wannamaker		\$260,700	1/12/2021	8/15/2020	1/5/2021	
85.05	63.79	21.26	Deferred Water Options		\$2,032,780.05	7/10/2020	2/11/2020	7/3/2020	
<b>Total</b>	<b>92.47</b>	<b>69.3525</b>	<b>23.1175</b>		<b>\$2,293,480</b>				

\* Purchase price may be subject to increase.

**COMMERCIAL WATER ALLOCATION COMMITMENTS**  
As of 11/19/19

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

User	Final Tap Size	Final Allocation	Final Letter Date	Preliminary Tap Size	Preliminary Allocation	Preliminary Letter Date	Available Balance (AF)
<b>Final Allocations</b>							
Yenter	1.00	1.25					594.23
Plains End	2.00	4.00					592.98
Candelas Parkway Irrigation	1.00	1.25					588.98
King Soopers	2.00	4.00	3/20/2019				587.73
King Soopers Gas Station	0.75	0.75	3/20/2019				583.73
King Soopers Retail Center	2.00	4.00	3/20/2019				582.98
Sauter Arvada School	1.00	1.25	3/20/2019				578.98
7-11	1.00	1.25	3/20/2019				577.73
Starbucks	1.00	1.25	3/20/2019				576.48
Three Creeks Elementary	3.00	7.50	3/20/2019				575.23
Whisper Creek Station - Arvada PD	1.00	1.25	3/20/2019				567.73
Candelas Point Retail (Block 1, Lot 3)	1.50	2.50	3/29/2019				566.48
Candelas Point Retail (Block 1, Lot 4)	1.50	2.50	3/29/2019				563.98
Chase Bank	1.00	1.25	4/5/2019				561.48
First Bank	1.00	1.25	7/30/2019				560.23
Wendy's	1.00	1.25	7/30/2019				558.98
Wild Grass Lot 3 (Bldg. A)				1.50	2.50	4/11/2019	557.73
Wild Grass Lot 3 (Bldg. B)				1.50	2.50	4/11/2019	555.23
Wild Grass Lot 3 (Bldg. C)				2.00	4.00	4/11/2019	552.73
Wild Grass Lot 3 (Bldg. D)				2.00	4.00	4/11/2019	548.73
Indiana Plaza				1.00	1.25	4/19/2019	544.73
Primrose School				1.50	2.50	4/25/2019	543.48
Les Schwab				1.00	1.25	8/16/2019	540.98
Kentro Retail 1				1.50	2.50	10/7/2009	539.73
Kentro Retail 2				1.50	2.50	10/7/2019	537.23
Candelas Medical				2.00	4.00	10/7/2019	534.73
							530.73
<b>Subtotal Commercial Final Allocations</b>		<u>36.50</u>		<u>15.50</u>	<u>27.00</u>		
<b>Initial Allocations</b>							
Cimarron Commercial LLC							363.05
<b>Subtotal Commercial Preliminary Allocations</b>					<u>363.05</u>		

**Total Acre Feet Remaining Unallocated**

**167.68**

167.68

## RESIDENTIAL WATER ALLOCATION COMMITMENTS

As of 11/19/19

User	Acre Feet	Available Balance (AF)
		1275.01
Canyon Pines	36.00	1239.01
Mountain Shadows	200.00	1039.01
Arvada Residential Partners	1039.01	0.00
Residential Total	<u>1275.01</u>	



Facilities Fee Status				
As of 11/19/19				

	Tap Size	Fee	Invoiced	Received
King Soopers	2"	\$ 29,682.50	9/18/2018	10/5/2018
King Soopers Fuel Center	3/4"	\$ 5,565.00	9/18/2018	10/5/2018
King Soopers Retail Center	2"	\$ 29,682.50	9/18/2018	10/5/2018
Candelas Point Retail I	1.5"	\$ 18,555.00	4/3/2019	4/29/2019
Candelas Point Retail II	1.5"	\$ 18,555.00	4/3/2019	4/29/2019
Indiana Plaza	1"	\$ 9,277.50	4/19/2019	4/29/2019
First Bank	1"	\$ 9,277.50	8/7/2019	8/16/2019
Wendy's	1"	\$ 9,277.50	8/7/2019	8/19/2019
Chase	1"	\$ 9,277.50	8/16/2019	9/9/2019
Les Schwab Tire Center	1"	\$ 9,277.50	On Hold	
Primrose School	1.5"	\$ 9,277.50	8/19/2019	9/17/2019
Starbucks	1"	\$ 9,277.50	8/29/2019	10/13/2019
7-11	1"	\$ 9,277.50	8/29/2019	10/13/2019
<b>Total</b>		<u>\$ 176,260.00</u>		

2017, 2018 and 2019 Water-Only Fee		
	Fee	1/4
3/4"	\$22,260.00	\$5,565.00
1"	\$37,110.00	\$9,277.50
1 1/2"	\$74,220.00	\$18,555.00
2"	\$118,730.00	\$29,682.50
3"	\$252,310.00	\$63,077.50
4"	\$445,260.00	\$111,315.00

**Disbursement Request No. 6**

The undersigned is an Authorized Signer to that certain Post-closing Agreement and Escrow Instructions, Phase One Improvements (the "**Phase One Agreement**"), dated March 25, 2019, by and among Cimarron Development Company, a Colorado corporation; Sisters of Charity of Leavenworth Health System, Inc., a Kansas nonprofit corporation; Jefferson Center Metropolitan District No. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the "**District**") and First American Title Insurance Company, a Nebraska corporation, as escrow agent (the "**Agent**").

All capitalized terms used but not defined in this Disbursement Request ("**Disbursement Request**") shall have the respective meanings assigned in the Phase One Agreement.

The undersigned hereby makes a Disbursement Request from the escrow funds held by the Agent pursuant to the Phase One Agreement and in support thereof states:

1. The amount requested is for: **\$438,800.72**
2. The name and address of the person, firm or corporation to whom payment is due or has been made is as follows:

Jefferson Center Metropolitan District No. 1  
c/o David Solin  
141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228

3. Payment is due to the above person, firm or corporation for reimbursement of a portion of the costs of the Post-Closing Work as more particularly described in Exhibit A of the Phase One Agreement. Attached hereto as **Exhibit A** is IDES's report certifying the following: (i) the specific portions of the Post-Closing Work for which the District is requesting disbursement; (ii) that such Post-Closing Work has been constructed and/or installed; and (iii) the amount of money expended in completing such Post-Closing Work. Per the Phase One Agreement, the foregoing requirements may be satisfied by delivery of pay orders, contractor invoices, statements or similar documentation for the applicable portion of the Post-Closing Work for which disbursement is requested.

IN WITNESS WHEREOF, the undersigned hereunto set my hand this 21<sup>st</sup> day of November, 2019.

By: 

Name: David Solin

Title: District Manager

Disbursement Request Form

Disbursement Request No. 1

The undersigned is an Authorized Signer to that certain Post-closing Agreement and Escrow Instructions, Phase Two Improvements (the "**Phase Two Agreement**"), dated March 25, 2019, by and among Cimarron Development Company, a Colorado corporation; Sisters of Charity of Leavenworth Health System, Inc., a Kansas nonprofit corporation; Jefferson Center Metropolitan District No. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the "**District**") and First American Title Insurance Company, a Nebraska corporation, as escrow agent (the "**Agent**").

All capitalized terms used but not defined in this Disbursement Request ("**Disbursement Request**") shall have the respective meanings assigned in the Phase Two Agreement.


The undersigned hereby makes a Disbursement Request from the escrow funds held by the Agent pursuant to the Phase Two Agreement and in support thereof states:

1. The amount requested is for: **\$96,520.73**
2. The name and address of the person, firm or corporation to whom payment is due or has been made is as follows:

Jefferson Center Metropolitan District No. 1  
c/o David Solin  
141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228

3. Payment is due to the above person, firm or corporation for reimbursement of a portion of the costs of the Post-Closing Work as more particularly described in Exhibit A of the Phase Two Agreement. Attached hereto as Exhibit A is IDES's report certifying the following: (i) the specific portions of the Post-Closing Work for which the District is requesting disbursement; (ii) that such Post-Closing Work has been constructed and/or installed; and (iii) the amount of money expended in completing such Post-Closing Work. Per the Phase Two Agreement, the foregoing requirements may be satisfied by delivery of pay orders, contractor invoices, statements or similar documentation for the applicable portion of the Post-Closing Work for which disbursement is requested.

IN WITNESS WHEREOF, the undersigned hereunto set my hand this 21<sup>st</sup> day of November, 2019.

By:   
Name: David Solin  
Title: District Manager

**RESOLUTION NO. 2019-11-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1  
CALLING A REGULAR ELECTION FOR DIRECTORS  
ON MAY 5, 2020**

A. The terms of the offices of Directors Gregg A. Bradbury, Charles C. McKay, and Diana K. Ten Eyck shall expire upon the election of their successors at the regular election, to be held on May 5, 2020 (“**Election**”), and upon such successors taking office.

B. In accordance with the provisions of the Special District Act (“**Act**”) and the Uniform Election Code (“**Code**”), the Election must be conducted to elect three (3) Directors to serve until the second regular election, to occur May 2, 2023.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Jefferson Center Metropolitan District No. 1 of the City of Arvada, Jefferson County, Colorado (the “**District**”):

1. Date and Time of Election. The Election shall be held on May 5, 2020, between the hours of 7:00 a.m. and 7:00 p.m. pursuant to and in accordance with the Act, Code, and other applicable laws. At that time, three (3) Directors shall be elected to serve until the second regular election, to occur May 2, 2023.

2. Precinct. The District shall consist of one (1) election precinct for the convenience of the eligible electors of the District.

3. Conduct of Election. The Election shall be conducted as an independent mail ballot election in accordance with all relevant provisions of the Code. The Designated Election Official shall have on file, no later than fifty-five (55) days prior to the Election, a plan for conducting the independent mail ballot Election.

4. Designated Election Official. David Solin shall be the Designated Election Official and is hereby authorized and directed to proceed with any action necessary or appropriate to effectuate the provisions of this Resolution and of the Act, Code or other applicable laws. The Election shall be conducted in accordance with the Act, Code and other applicable laws. Among other matters, the Designated Election Official shall appoint election judges as necessary, arrange for the required notices of election (either by mail or publication) and printing of ballots, and direct that all other appropriate actions be accomplished.

5. Absentee Ballot Applications. NOTICE IS FURTHER GIVEN, pursuant to Section 1-13.5-1002, C.R.S., that applications for and return of absentee ballots may be filed with the Designated Election Official of the District, at 141 Union Blvd., Suite 150, Lakewood, Colorado 80228, between the hours of 8:00 a.m. and 5:00 p.m., until the close of business on the Tuesday immediately preceding the Election (April 28, 2020).

6. Self-Nomination and Acceptance Forms. Self-nomination and acceptance forms are available at the office of the Designated Election Official located at the above address. All candidates must file a self-nomination and acceptance form with the Designated Election Official no later than 3:00 p.m. on February 28, 2020.

7. Cancellation of Election. If the only matter before the electors is the election of Directors of the District and if, at 5:00 p.m. on March 3, 2020, there are not more candidates than offices to be filled at the Election, including candidates timely filing affidavits of intent, the Designated Election Official shall cancel the Election and declare the candidates elected. Notice of such cancellation shall be published and posted in accordance with law.

8. Severability. If any part or provision of this Resolution is adjudged to be unenforceable or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution, it being the Board of Director's intention that the various provisions hereof are severable.

9. Repealer. All acts, orders and resolutions, or parts thereof, of the Board of Directors which are inconsistent or in conflict with this Resolution are hereby repealed to the extent only of such inconsistency or conflict.

10. Effective Date. The provisions of this Resolution shall take effect as of the date adopted and approved by the Board of Directors of the District.

**[SIGNATURE PAGE FOLLOWS]**

**[SIGNATURE PAGE TO RESOLUTION CALLING A  
REGULAR ELECTION FOR DIRECTORS ON MAY 5, 2020]**

RESOLUTION APPROVED AND ADOPTED on November 26, 2019.

**JEFFERSON CENTER METROPOLITAN  
DISTRICT NO. 1**

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

## SERVICE AGREEMENT FOR SNOW REMOVAL SERVICES

THIS SERVICE AGREEMENT FOR SNOW REMOVAL SERVICES (“Agreement”) is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019, and effective October 1, 2019 (the “Effective Date”) by and between JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and ENVIRONMENTAL DESIGNS, INC., a Colorado corporation (the “Consultant”) (each a “Party” and, collectively, the “Parties”).

### RECITALS

A. The District was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities and improvements in accordance with its service plan.

B. Pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts and agreements affecting the affairs of the District.

C. The Consultant has experience in providing the services, as set forth in Exhibit A hereto, attached and incorporated herein (the “Services”), and is willing to provide such Services to the District for reasonable consideration.

D. The Parties desire to enter into this Agreement to establish the terms by which the Consultant will provide the Services to the District.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

### I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

(a) Perform the Services, safely and in accordance with the highest standard of care, skill, and diligence provided by a professional consultant in performance of work similar to the Services.

(b) Be properly qualified to perform the Services. The Consultant does hereby warrant that the quality of the Services shall be as specified in this Agreement, shall conform in all respects to the requirements of this Agreement and shall be free of defects and deficiencies.

(c) Take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required under Section 4.2 hereof.

(d) Advise the District of the status of the Services required by this Agreement on a regular basis and work in coordination with the District's consultants to assure that the District has the most complete information available for the exercise of the District's powers and discretionary authority.

(e) Refrain from entering into any contract, oral or written, in the name of the District, and from incurring any debt, liability or obligation for or on behalf of the District. All obligations incurred by the Consultant shall be obligations of the Consultant and the Consultant shall hold the District harmless therefrom.

## 1.2 Limitations on Authority.

(a) The Consultant shall have no right or authority, expressed or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement or specifically authorized or ratified by the board of directors of the District as reflected in the minutes of the District board meetings. The Consultant shall at all times conform to the stated policies established and approved by the District.

(b) Independent Contractor Status. The Consultant is an independent contractor, as provided in Section 8-40-202(2)(b)(I)-(IV), C.R.S., as amended, and nothing herein contained shall constitute or designate the Consultant or any of its employees, agents, subcontractors or suppliers as employees of the District. The Services to be performed by the Consultant shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the District, except the payments to be made by the District to the Consultant for the Services performed as provided herein. The District shall not be responsible for the Consultant's means, methods, techniques, sequences or procedures of work or for safety precautions incident thereto. **The Consultant is not entitled to workers' compensation benefits and the Consultant is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

1.3 Compliance with Applicable Law. The Consultant shall provide the Services set forth herein in full compliance with all applicable laws, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction over the activities of the District.

1.4 No Right or Interest in District Assets. The Consultant shall have no right or interest in any of the District's assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated herein.

1.5 Certification of Compliance with Illegal Alien Statute. By its execution hereof, the Consultant confirms and ratifies all of the certifications, statements, representations and warranties set forth in **Exhibit C** attached hereto and made a part hereof by this reference.

1.6 Work Product. **"Work Product"** shall consist of all written materials maintained by the Consultant in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Consultant shall maintain



reproducible copies of any test results and logs which it obtains and shall make them available for the District's use, and shall provide such copies to the District upon request at reasonable commercial printing rates. Consultant agrees all right, title and interest in the Work Product is and shall remain the property of the District. If requested by the District, Consultant shall execute and deliver such documents as shall be necessary in the District's sole discretion, to assign, transfer and convey all rights in the Work Product to the District or its assignee. If Consultant fails to execute any documents required under this Section 1.6, then Consultant hereby irrevocably appoints the District its attorney-in-fact for the purpose of executing any required transfers of ownership or interests and any other documents necessary to effectuate this Section 1.6. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the District immediately upon termination of this Agreement.

## II. COMPENSATION

2.1 Compensation. The Consultant shall be paid as set forth in **Exhibit B** attached hereto, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as **Exhibit D** ("Change Order").

2.2 Monthly Invoices and Payments. The Consultant shall submit to the District a monthly invoice, in a form acceptable to the District. Invoices shall be submitted and paid no more frequently than once a month.

2.3 Expenses. The Consultant is responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as set forth in **Exhibit B**, unless otherwise approved in advance by the District in writing.

2.4 Subject to Annual Budget and Appropriation; District Debt. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds is subject to annual budgeting and appropriation. Nothing herein constitutes or creates an indebtedness or debt of the District within the meaning of any Colorado constitutional provision or statutory limitation.

## III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the Effective Date and shall expire on May 31, 2020. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

3.2 Termination. The District may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the Consultant at least thirty (30) days prior to the effective date of such termination. The Consultant may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the District at least thirty (30) days prior to the effective date of such termination. Any termination notice provided pursuant to this Section 3.2 shall specify the extent of termination and the effective date of the same.

The District shall pay the Consultant for all Services satisfactorily performed through the termination date.

#### IV. INDEMNIFICATION AND INSURANCE

4.1 Indemnification. The Consultant hereby agrees to indemnify, defend and hold the District and its affiliated entities or other persons or entities designated by the District, and their respective directors, trustees, officers, members, managers, agents and employees (collectively, the “**Indemnitees**”), harmless from any and all liability for damage, including, but not limited to, the reimbursement of attorneys’ fees and costs, arising out of death or bodily injury to persons or damage to property, in such amount that is represented by the degree or percentage of negligence or fault attributable to the Consultant and/or its agents, representatives, subcontractors, or suppliers.

4.2 Insurance Requirements. The Consultant shall procure, at its sole cost and expense, the insurance coverages set forth below, which insurance shall be placed with insurance companies rated at least “A:XIII” by A.M. Best Company. The Consultant shall give notice to the District at least thirty (30) days prior to the cancellation or nonrenewal of such policies. The Consultant shall give notice to the District within five (5) business days, or as soon as practicable, of any modification of any such policies. Consultant’s cost of maintaining the insurances required hereunder shall not be considered a reimbursable expense of the Consultant. The Consultant shall, upon request, promptly furnish the District with copies of policies obtained pursuant to this Section 4.2. Prior to commencing the Services, the Consultant shall furnish the District with certificates evidencing such insurance and provided further, however, with respect to the Workers’ Compensation Insurance required below, the Consultant must furnish to the District, prior to the commencement of any Services, duly executed and validated forms as prescribed by the state authority having jurisdiction evidencing that such insurance is in full force and effect. The District shall not pay any invoices until Consultant provides the certificates evidencing such insurance and Workers’ Compensation coverage.

(a) Liability Insurance Coverage.

(i) Workers’ Compensation Insurance. A Workers’ Compensation Insurance Policy in form and substance reasonably acceptable to the District and in an amount not less than the statutory benefits, including Employer’s Liability Insurance with limits of liability of not less than (i) \$500,000 for bodily injury by accident, each accident; (ii) \$500,000 for bodily injury by disease, each employee; and (iii) \$500,000 aggregate liability for disease. The Workers’ Compensation Insurance Policy, or an endorsement to such policy, must include a waiver of subrogation in favor of the District.

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include, without limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the

insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

(iii) Automobile Liability Insurance. An Automobile Liability Insurance Policy written on a per accident basis, in form and substance reasonably acceptable to the District. The Automobile Liability Insurance Policy must provide coverage for all owned, hired, rented and non-owned automobiles, and must include uninsured motorist coverages. The Automobile Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each accident for bodily injury and/or property damage.

(iv) Excess Liability Insurance. An Excess Liability Insurance Policy written in excess of the coverages provided by the insurance policies described in the preceding Subsections 4.2(a)(i) - (iii), in form and substance reasonably acceptable to the District, which policy will include the District as additional insured. The Excess Liability Insurance Policy must be written with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury/or property damage and annual aggregate.

(b) Failure to Obtain and Obligation to Maintain Insurance. If the Consultant fails to furnish and maintain insurance as required by this Section 4.2, the District may purchase such insurance on behalf of the Consultant and deduct the cost of such insurance premium(s) from the compensation otherwise owed to the Consultant, and the Consultant shall furnish to the District any information needed to obtain such insurance. Except as otherwise expressly provided herein, all insurance policies required by the terms of this section shall be kept in full force and effect until the date of final payment to the Consultant for the Services specified in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the foregoing insurance requirements are in no way intended to, and will not in any manner, limit or qualify the liabilities and/or indemnities assumed by the Consultant under or pursuant to this Agreement.

(c) Effect of Approval or Acceptance of Insurance. District acceptance and/or approval of any or all of the insurances required hereunder does not and shall not be construed to relieve Consultant from any obligations, responsibilities or liabilities under this Agreement.

## V. MISCELLANEOUS

5.1 Assignment. The Consultant shall not assign any of its rights or delegate any of its duties hereunder to any person or entity. Any purported assignment or delegation in violation of the provisions hereof shall be void and of no effect.

5.2 Modification; 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 District or the Consultant unless the same is in writing and duly executed by the Parties.

5.3 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.

5.4 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.

5.5 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 State District Court in and for the County of Jefferson, Colorado.

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

5.7 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 Consultant any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the Consultant shall be for the sole and exclusive benefit of the District and the Consultant.

5.8 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 email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District: Jefferson Center Metropolitan District No. 1  
141 Union Blvd., Suite 150  
Lakewood, CO 80228  
Phone: 303.987.0835  
Fax: 303.987.2032  
Email: dsolin@sdmsi.com  
Attn: David Solin

With a Copy To: McGeady Becher P.C.  
450 E. 17<sup>th</sup> Avenue, Suite 400  
Denver, CO 80203  
Phone: 303.592.4380  
Fax: 303.592.4385  
Email: mbecher@specialdistrictlaw.com  
Attn: Megan Becher, Esq.

To Consultant: Environmental Designs, Inc.  
12511 E. 112th Avenue  
Henderson, CO 80640  
Phone: 303.287.9113  
Email: mward@environmentaldesigns.net  
Attn: Matthew Ward

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with FedEx or other nationally recognized overnight air courier service, upon electronic confirmation of email transmission, 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.

5.9 Default/Remedies. If either Party fails to perform any of its responsibilities, obligations or agreements to be performed in accordance with the provisions of this Agreement, and if such failure of performance continues for a period of thirty (30) days following written notice of default from the other Party (or such additional period of time as may reasonably be required to cure such default; provided that the curative action is commenced within such thirty (30) day period and is diligently and continuously pursued to completion), then the non-defaulting Party, at its option, may elect (i) to treat this Agreement as remaining in full force and effect; or (ii) terminate this Agreement as of any specified date. The non-defaulting Party shall additionally be entitled to exercise all remedies available at law or in equity. In the event of any litigation or other proceeding to enforce the terms, covenants or conditions hereof, the non-defaulting Party in any such litigation or other proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

5.10 Instruments of Further Assurance. Each Party covenants it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of their obligations hereunder.

5.11 Compliance with Law. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the Agreement is performed. The Consultant declares it has complied and will comply with all federal, state and local laws regarding business permits, certificates and licenses required to perform the Services.

5.12 Non-Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder. Notwithstanding any provision to the contrary in this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protection provided to the District under the Colorado Governmental Immunity Act.

5.13 Inurement. This Agreement shall inure to and be binding on the heirs, executors, administrator, successors, and permitted assigns of the Parties hereto.

5.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

5.15 Conflicts. If any term or provision(s) in any Exhibit attached as part of this Agreement conflicts with any term or provision(s) in the body of this Agreement, the term or provision(s) contained in the body of this Agreement shall control.

**[SIGNATURE PAGE FOLLOWS]**

[SIGNATURE PAGE TO SERVICE AGREEMENT]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

Consultant:  
**ENVIRONMENTAL DESIGNS, INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of Environmental Designs, Inc.

Witness my hand and official seal.

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

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

District:  
**JEFFERSON CENTER METROPOLITAN  
DISTRICT NO. 1**

By: \_\_\_\_\_  
President

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Gregg A. Bradbury, as President of Jefferson Center Metropolitan District No.1.

Witness my hand and official seal.

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

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

## **EXHIBIT A**

### **SCOPE OF SERVICES AND COMPENSATION**

#### **Snow Plowing**

The Contractor shall provide all reasonable equipment and labor to relocate snow from District roadways, parking lots and driveways to open parking spaces or designated snow piling areas when accumulation reaches **2" of accumulation**.

Snow plowing is defined as pushing or pulling of snow using means not limited to truck mounted plows, tractors, ATVs, etc.

#### **Snow Shoveling**

Contractor shall provide all reasonable equipment and labor to relocate snow from sidewalks to grass areas or other designated snow piling areas when accumulation reaches **2" of accumulation**.

Snow shoveling is defined as clearing of snow from areas where snow plowing is impractical or not possible using methods including hand shoveling, ATVs, snow blowers, etc.

#### **Ice Slicer**

Contractor shall apply Ice Slicer (Granular Magnesium Chloride) in parking areas as needed to limit the buildup of ice. Contractor shall not be held responsible for any plant loss caused by any chemical applications of ice control products. Contractor shall make any and all reasonable efforts to prevent excess application of ice control products.

#### **Ice Melt**

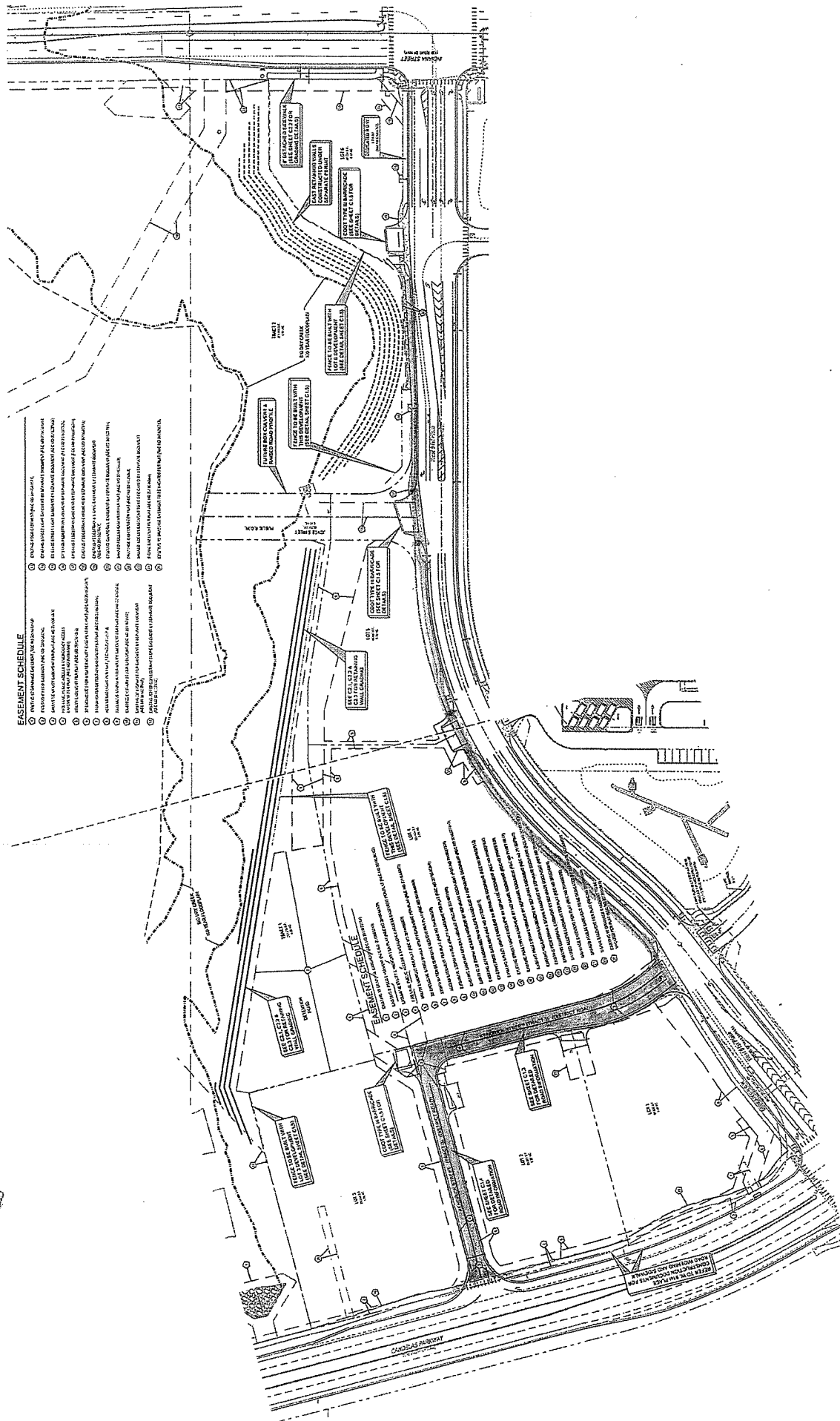
Contractor shall apply Ice Melt on walkways and stairs to limit the buildup of ice. Contractor shall not be held responsible for any plant loss caused by any chemical applications of ice control products as well as damage to hardscape due to application. Contractor shall make any and all reasonable efforts to prevent excess application of ice control products.

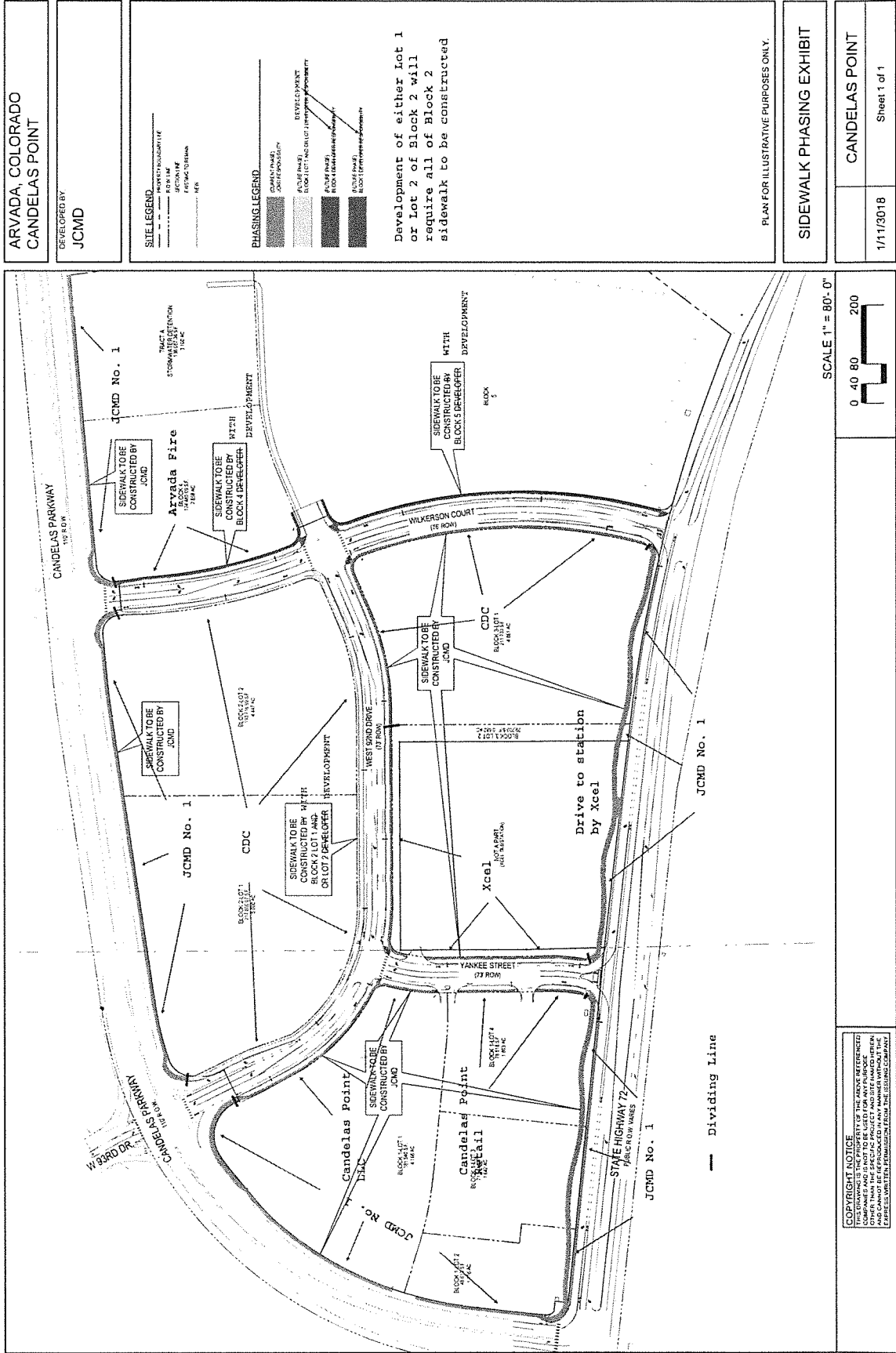
#### **Notes:**

The Consultant shall provide the Services to those areas depicted in the maps attached hereto as **Attachment 1**.



**ATTACHMENT 1**  
**MAPS**





ARVADA, COLORADO  
CANDELAS POINT

DEVELOPED BY  
JCMD

**SITE LEGEND**

- PROPERTY BOUNDARY
- BLOCK 1
- BLOCK 2
- BLOCK 3
- BLOCK 4
- BLOCK 5
- BLOCK 6
- BLOCK 7
- BLOCK 8
- BLOCK 9
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- BLOCK 100

**PHASING LEGEND**

- PHASE 1
- PHASE 2
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- PHASE 99
- PHASE 100

Development of either lot 1 or lot 2 of Block 2 will require all of Block 2 sidewalk to be constructed

PLAN FOR ILLUSTRATIVE PURPOSES ONLY.

SIDEWALK PHASING EXHIBIT

1/11/2018

CANDELAS POINT

Sheet 1 of 1

SCALE 1" = 80'-0"

0 40 80 200

**COPYRIGHT NOTICE**

THIS DOCUMENT IS THE PROPERTY OF THE ISSUING COMPANY AND IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN THE SPECIFIC PROJECT AND SITE HANDED OVER. IT IS THE RESPONSIBILITY OF THE USER TO OBTAIN NECESSARY PERMISSION FROM THE ISSUING COMPANY.

## EXHIBIT B COMPENSATION

4X4 Pickup Truck with Wings	\$135.00/hour	1 Hour Minimum per trip
4X4 ATV with 48" Blade	\$90.00/hour	1 Hour Minimum per trip
Front End Loader, 2-1/2 yard bucket or larger	\$245.00/hour	2 Hour Minimum per trip
Skid Steer Tractor	\$175.00/hour	2 Hour Minimum per trip
Dump Truck	\$190.00/hour	2 Hour Minimum per trip
Snow Blower	\$80.00/hour	1 Hour Minimum per trip
Walk Behind Broom	\$135.00/hour	1 Hour Minimum per trip
Ride On Broom	\$175.00/hour	1 Hour Minimum per trip
Hand Shovel	\$60.00/hour	1 Hour Minimum per trip
Ice Slicer Truck (Parking Lots)	\$95.00/trip charge	
Ice Slicer	\$0.32/pound	250 Pound Minimum
Ice Melt	\$1.20/pound	50 Pound Minimum

Note: All Rates will be increased by 50% if you want services to be performed during the holiday hours listed below.

Thanksgiving Day, The Day After Thanksgiving (Black Friday), Christmas Eve, Christmas Day,  
New Year's Eve, New Year's Day, and Easter Sunday

## EXHIBIT C CERTIFICATION OF CONSULTANT

1. Pursuant to the requirements of Section 8-17.5-102(1), C.R.S., the Consultant hereby certifies to the District that the Consultant does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that it will participate in the E-Verify Program or Department Program (as defined in Sections 8-17.5-101(3.3) and (3.7), C.R.S.) in order to confirm the employment eligibility of all employees of the Consultant who are newly hired to perform work under the Agreement.

2. In accordance with Section 8-17.5-102(2)(a), C.R.S., the Consultant shall not:

(a) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or

(b) Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

3. The Consultant represents and warrants it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

4. The Consultant is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is in effect.

5. If the Consultant obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, the Consultant shall:

(a) Notify the subcontractor and the District within three (3) days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. The Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment (“**Department**”) made in the course of an investigation that the Department is undertaking, pursuant to the law.

7. If the Consultant violates any provision of Section 8-17.5-102(1), C.R.S., the District may terminate the Agreement immediately and the Consultant shall be liable to the District for actual and consequential damages of the District resulting from such termination, and the District shall report such violation by the Consultant to the Colorado Secretary of State, as required by law.

# **EXHIBIT D** **FORM OF CHANGE ORDER**

<b>Change Order No:</b>	<b>Date Issued:</b>
<b>Name of Agreement:</b>	
<b>Date of Agreement:</b>	<b>District(s):</b>
<b>Other Party/Parties:</b>	

<b>CHANGE IN SCOPE OF SERVICES (describe):</b>
--

<b>CHANGE IN AGREEMENT PRICE:</b>	<b>CHANGE IN TERM OF AGREEMENT:</b>
Original Price: \$	Original Term: Expires , 20
Increase of this Change Order: \$	New Term: Expires , 20
Price with all Approved Change Orders: \$	Agreement Time with all Approved Change Orders:

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

## SERVICE AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES

THIS SERVICE AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES (“Agreement”) is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019, and effective May 1, 2020 (the “Effective Date”) by and between JEFFERSON CENTER METROPOLITAN DISTRICT NO.1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and ENVIRONMENTAL DESIGNS, INC., a Colorado corporation (the “Consultant”) (each a “Party” and, collectively, the “Parties”).

### RECITALS

A. The District was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities and improvements in accordance with its service plan.

B. Pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts and agreements affecting the affairs of the District.

C. The Consultant has experience in providing the services, as set forth in Exhibit A hereto, attached and incorporated herein (the “Services”), and is willing to provide such Services to the District for reasonable consideration.

D. The Parties desire to enter into this Agreement to establish the terms by which the Consultant will provide the Services to the District.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

### I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

(a) Perform the Services, safely and in accordance with the highest standard of care, skill, and diligence provided by a professional consultant in performance of work similar to the Services.

(b) Be properly qualified to perform the Services. The Consultant does hereby warrant that the quality of the Services shall be as specified in this Agreement, shall conform in all respects to the requirements of this Agreement and shall be free of defects and deficiencies.

(c) Take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required under Section 4.2 hereof.

(d) Advise the District of the status of the Services required by this Agreement on a regular basis and work in coordination with the District's consultants to assure that the District has the most complete information available for the exercise of the District's powers and discretionary authority.

(e) Refrain from entering into any contract, oral or written, in the name of the District, and from incurring any debt, liability or obligation for or on behalf of the District. All obligations incurred by the Consultant shall be obligations of the Consultant and the Consultant shall hold the District harmless therefrom.

#### 1.2 Limitations on Authority.

(a) The Consultant shall have no right or authority, expressed or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement or specifically authorized or ratified by the board of directors of the District as reflected in the minutes of the District board meetings. The Consultant shall at all times conform to the stated policies established and approved by the District.

(b) Independent Contractor Status. The Consultant is an independent contractor, as provided in Section 8-40-202(2)(b)(I)-(IV), C.R.S., as amended, and nothing herein contained shall constitute or designate the Consultant or any of its employees, agents, subcontractors or suppliers as employees of the District. The Services to be performed by the Consultant shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the District, except the payments to be made by the District to the Consultant for the Services performed as provided herein. The District shall not be responsible for the Consultant's means, methods, techniques, sequences or procedures of work or for safety precautions incident thereto. **The Consultant is not entitled to workers' compensation benefits and the Consultant is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

1.3 Compliance with Applicable Law. The Consultant shall provide the Services set forth herein in full compliance with all applicable laws, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction over the activities of the District.

1.4 No Right or Interest in District Assets. The Consultant shall have no right or interest in any of the District's assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated herein.

1.5 Certification of Compliance with Illegal Alien Statute. By its execution hereof, the Consultant confirms and ratifies all of the certifications, statements, representations and warranties set forth in **Exhibit B** attached hereto and made a part hereof by this reference.

1.6 Work Product. "**Work Product**" shall consist of all written materials maintained by the Consultant in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Consultant shall maintain



reproducible copies of any test results and logs which it obtains and shall make them available for the District's use, and shall provide such copies to the District upon request at reasonable commercial printing rates. Consultant agrees all right, title and interest in the Work Product is and shall remain the property of the District. If requested by the District, Consultant shall execute and deliver such documents as shall be necessary in the District's sole discretion, to assign, transfer and convey all rights in the Work Product to the District or its assignee. If Consultant fails to execute any documents required under this Section 1.6, then Consultant hereby irrevocably appoints the District its attorney-in-fact for the purpose of executing any required transfers of ownership or interests and any other documents necessary to effectuate this Section 1.6. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the District immediately upon termination of this Agreement.

## II. COMPENSATION

2.1 Compensation. The Consultant shall be paid as set forth in **Exhibit A** attached hereto, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as **Exhibit C** ("Change Order").

2.2 Monthly Invoices and Payments. The Consultant shall submit to the District a monthly invoice, in a form acceptable to the District. Invoices shall be submitted and paid no more frequently than once a month.

2.3 Expenses. The Consultant is responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as set forth in **Exhibit A**, unless otherwise approved in advance by the District in writing.

2.4 Subject to Annual Budget and Appropriation; District Debt. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds is subject to annual budgeting and appropriation. Nothing herein constitutes or creates an indebtedness or debt of the District within the meaning of any Colorado constitutional provision or statutory limitation.

## III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the Effective Date and shall expire on April 30, 2021. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

3.2 Termination. The District may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the Consultant at least thirty (30) days prior to the effective date of such termination. The Consultant may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the District at least thirty (30) days prior to the effective date of such termination. Any termination notice provided pursuant to this Section 3.2 shall specify the extent of termination and the effective date of the same.

The District shall pay the Consultant for all Services satisfactorily performed through the termination date.

#### IV. INDEMNIFICATION AND INSURANCE

4.1 Indemnification. The Consultant hereby agrees to indemnify, defend and hold the District and its affiliated entities or other persons or entities designated by the District, and their respective directors, trustees, officers, members, managers, agents and employees (collectively, the “**Indemnitees**”), harmless from any and all liability for damage, including, but not limited to, the reimbursement of attorneys’ fees and costs, arising out of death or bodily injury to persons or damage to property, in such amount that is represented by the degree or percentage of negligence or fault attributable to the Consultant and/or its agents, representatives, subcontractors, or suppliers.

4.2 Insurance Requirements. The Consultant shall procure, at its sole cost and expense, the insurance coverages set forth below, which insurance shall be placed with insurance companies rated at least “A:XIII” by A.M. Best Company. The Consultant shall give notice to the District at least thirty (30) days prior to the cancellation or nonrenewal of such policies. The Consultant shall give notice to the District within five (5) business days, or as soon as practicable, of any modification of any such policies. Consultant’s cost of maintaining the insurances required hereunder shall not be considered a reimbursable expense of the Consultant. The Consultant shall, upon request, promptly furnish the District with copies of policies obtained pursuant to this Section 4.2. Prior to commencing the Services, the Consultant shall furnish the District with certificates evidencing such insurance and provided further, however, with respect to the Workers’ Compensation Insurance required below, the Consultant must furnish to the District, prior to the commencement of any Services, duly executed and validated forms as prescribed by the state authority having jurisdiction evidencing that such insurance is in full force and effect. The District shall not pay any invoices until Consultant provides the certificates evidencing such insurance and Workers’ Compensation coverage.

(a) Liability Insurance Coverage.

(i) Workers’ Compensation Insurance. A Workers’ Compensation Insurance Policy in form and substance reasonably acceptable to the District and in an amount not less than the statutory benefits, including Employer’s Liability Insurance with limits of liability of not less than (i) \$500,000 for bodily injury by accident, each accident; (ii) \$500,000 for bodily injury by disease, each employee; and (iii) \$500,000 aggregate liability for disease. The Workers’ Compensation Insurance Policy, or an endorsement to such policy, must include a waiver of subrogation in favor of the District.

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include, without limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the

insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

(iii) Automobile Liability Insurance. An Automobile Liability Insurance Policy written on a per accident basis, in form and substance reasonably acceptable to the District. The Automobile Liability Insurance Policy must provide coverage for all owned, hired, rented and non-owned automobiles, and must include uninsured motorist coverages. The Automobile Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each accident for bodily injury and/or property damage.

(iv) Excess Liability Insurance. An Excess Liability Insurance Policy written in excess of the coverages provided by the insurance policies described in the preceding Subsections 4.2(a)(i) - (iii), in form and substance reasonably acceptable to the District, which policy will include the District as additional insured. The Excess Liability Insurance Policy must be written with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury/or property damage and annual aggregate.

(b) Failure to Obtain and Obligation to Maintain Insurance. If the Consultant fails to furnish and maintain insurance as required by this Section 4.2, the District may purchase such insurance on behalf of the Consultant and deduct the cost of such insurance premium(s) from the compensation otherwise owed to the Consultant, and the Consultant shall furnish to the District any information needed to obtain such insurance. Except as otherwise expressly provided herein, all insurance policies required by the terms of this section shall be kept in full force and effect until the date of final payment to the Consultant for the Services specified in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the foregoing insurance requirements are in no way intended to, and will not in any manner, limit or qualify the liabilities and/or indemnities assumed by the Consultant under or pursuant to this Agreement.

(c) Effect of Approval or Acceptance of Insurance. District acceptance and/or approval of any or all of the insurances required hereunder does not and shall not be construed to relieve Consultant from any obligations, responsibilities or liabilities under this Agreement.

## V. MISCELLANEOUS

5.1 Assignment. The Consultant shall not assign any of its rights or delegate any of its duties hereunder to any person or entity. Any purported assignment or delegation in violation of the provisions hereof shall be void and of no effect.

5.2 Modification; 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 District or the Consultant unless the same is in writing and duly executed by the Parties.

5.3 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.

5.4 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.

5.5 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 State District Court in and for the County of Jefferson, Colorado.

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

5.7 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 Consultant any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the Consultant shall be for the sole and exclusive benefit of the District and the Consultant.

5.8 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 email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District: Jefferson Center Metropolitan District No. 1  
141 Union Blvd., Suite 150  
Lakewood, CO 80228  
Phone: 303.987.0835  
Fax: 303.987.2032  
Email: dsolin@sdmsi.com  
Attn: David Solin

With a Copy To: McGeady Becher P.C.  
450 E. 17<sup>th</sup> Avenue, Suite 400  
Denver, CO 80203  
Phone: 303.592.4380  
Fax: 303.592.4385  
Email: mbecher@specialdistrictlaw.com  
Attn: Megan Becher, Esq.

To Consultant: Environmental Designs, Inc.  
12511 E. 112th Avenue  
Henderson, CO 80640  
Phone: 303.287.9113  
Email: mward@environmentaldesigns.net  
Attn: Matthew Ward

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with FedEx or other nationally recognized overnight air courier service, upon electronic confirmation of email transmission, 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.

5.9 Default/Remedies. If either Party fails to perform any of its responsibilities, obligations or agreements to be performed in accordance with the provisions of this Agreement, and if such failure of performance continues for a period of thirty (30) days following written notice of default from the other Party (or such additional period of time as may reasonably be required to cure such default; provided that the curative action is commenced within such thirty (30) day period and is diligently and continuously pursued to completion), then the non-defaulting Party, at its option, may elect (i) to treat this Agreement as remaining in full force and effect; or (ii) terminate this Agreement as of any specified date. The non-defaulting Party shall additionally be entitled to exercise all remedies available at law or in equity. In the event of any litigation or other proceeding to enforce the terms, covenants or conditions hereof, the non-defaulting Party in any such litigation or other proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

5.10 Instruments of Further Assurance. Each Party covenants it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of their obligations hereunder.

5.11 Compliance with Law. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the Agreement is performed. The Consultant declares it has complied and will comply with all federal, state and local laws regarding business permits, certificates and licenses required to perform the Services.

5.12 Non-Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder. Notwithstanding any provision to the contrary in this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protection provided to the District under the Colorado Governmental Immunity Act.

5.13 Inurement. This Agreement shall inure to and be binding on the heirs, executors, administrator, successors, and permitted assigns of the Parties hereto.

5.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

5.15 Conflicts. If any term or provision(s) in any Exhibit attached as part of this Agreement conflicts with any term or provision(s) in the body of this Agreement, the term or provision(s) contained in the body of this Agreement shall control.

**[SIGNATURE PAGE FOLLOWS]**

[SIGNATURE PAGE TO SERVICE AGREEMENT]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

Consultant:  
**ENVIRONMENTAL DESIGNS, INC.**

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of Environmental Designs,  
Inc.

Witness my hand and official seal.

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

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

District:  
**JEFFERSON CENTER METROPOLITAN  
DISTRICT NO. 1**

By: \_\_\_\_\_  
President

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by Gregg A. Bradbury, as President of Jefferson Center Metropolitan District No.1.

Witness my hand and official seal.

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

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

## **EXHIBIT A**

### **SCOPE OF SERVICES AND COMPENSATION**

The Consultant shall provide complete grounds maintenance during said term including lawn and grounds services, tree and shrub care, fertilizations, chemical control, and/or any other services made applicable and outlined within this Exhibit A. The Consultant shall furnish all labor, materials, and equipment to perform the maintenance operations in accordance with the requirements herein specified. The Consultant shall be responsible for any damages caused by his work force while performing the requirements of this Agreement. The Consultant shall provide labor and materials for the repair or replacement of these damages.

#### **SERVICES**

##### **A. WEEKLY SERVICES**

1. Weekly services shall be performed one time weekly except in April and October, which will be mowed twice per month, or as needed.
2. All turf areas shall be trimmed by mechanical means in those areas inaccessible to mowers so as to present a well-groomed appearance.
3. Edging services will be performed along all concrete walks and shall be scheduled one time monthly during the mowing season.
4. At the time of mowing, all turf, shrub, rock, and garden areas shall be policed for the removal of loose trash and debris.
5. Grass clippings will be blown from walks, porches, and curb lines.

##### **B. FERTILIZATION**

1. Two fertilizations are included under this Agreement. Typically, these applications shall include Iron and a slow release Nitrogen.

##### **C. AERATION**

1. One core aeration is included under this Agreement. Additional aerations can be performed upon approval of a Change Order executed by both Parties.

##### **D. SEASONAL CLEAN-UPS**

1. One spring season clean-up and one fall season clean-up are included under this Agreement.

##### **E. TREE AND SHRUB CARE**

1. Pruning and shaping shall be done in early summer. Nuisance growth shall be done as needed throughout the length of the contract, including plant overgrowth on sidewalks and street visibility problems.



2. This Agreement includes minor pruning to correct damages and removal of dead or dying branches and limbs of all shrubs and trees under 12' in height.
3. Large tree trimming and removal or major tree and shrub shaping and pruning are available upon approval of a Change Order executed by both Parties.

#### F. SPRINKLER SYSTEM MAINTENANCE AND CONTROL

1. In the event of a non-operable condition, caused by other than the mowing operations, sprinkler system repairs will be made only pursuant to Change Order executed by both Parties unless stated otherwise and will be billed as follows:
  - i. Sprinkler system repairs are \$68.00 per hour plus materials and machine if required. This includes raising and lowering heads, clearing of plugged lines, replacement of broken or missing heads (due to other than the Consultant), redesign work, additions, valve locating, clock or toning or tracing wire(s) and anything that requires digging or excavation.
  - ii. Winterization and spring activation of sprinkler system is included in this Agreement. Necessary repairs will be billed at \$68.00 per man-hour plus materials.
  - iii. The Consultant provides 24-hour emergency service. There is a two-hour minimum for any emergency call.
2. Sprinkler system checks and adjustments will be completed as necessary to ensure proper operations.
3. Included in sprinkler check is clearing plugged nozzles, sprinkler pattern adjustments and seasonal clock adjustments.
4. These checks will not include necessary parts, redesign, digging or excavation.
5. Any damages, as the result of Consultant's work will be repaired promptly, by the Consultant at no charge to the District.

#### G. CHEMICAL CONTROL PLAN

1. The Consultant shall provide a pre-emergent weed control to all beds, if needed, one time per year.
2. Two broadleaf weed applications in turf beds are included under this Agreement.
3. Paved areas will be sprayed for weeds, where needed, up to three times per year.
4. The Consultant shall provide a post-emergent herbicide as needed to all beds, during the growing season.

5. The Consultant shall be selective in the chemical controls used so as to ensure against an improper application that may cause further damage to turf, trees, or shrubs.
6. The Consultant shall provide for the complete safety of the user(s), the public, residents, and their properties.
7. The Consultant shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.
8. Commercial Applicators are licensed by the Colorado Department of Agriculture.

## **ADDITIONAL SERVICES**

1. Additional Fertilizations.

Fertilization Round 3 – Labor

2. Additional Aerations.

Aeration Round 2

3. Additional Irrigation Services.

Backflow Wrap

4. Additional Weed Control Services

Pre-emergent – Beds – Backpack – Gallery (HR) Broadleaf Application Native

5. Deep Root Feeding/Watering

Deep Root Feeding - Trees

6. Tree Wrap & Rings

Tree Wrap-Application and Removal

7. Native Mowing

Native Mowing Round 1

Native Mowing Round 2

Native Mowing Round 3

## **PAYMENT SCHEDULE**

The total cost of Services under the Agreement is \$27,096.82 and will be paid in 12 monthly installments of \$2,258.07.

**EXHIBIT B**  
**CERTIFICATION OF CONSULTANT**

1. Pursuant to the requirements of Section 8-17.5-102(1), C.R.S., the Consultant hereby certifies to the District that the Consultant does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that it will participate in the E-Verify Program or Department Program (as defined in Sections 8-17.5-101(3.3) and (3.7), C.R.S.) in order to confirm the employment eligibility of all employees of the Consultant who are newly hired to perform work under the Agreement.

2. In accordance with Section 8-17.5-102(2)(a), C.R.S., the Consultant shall not:

(a) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or

(b) Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

3. The Consultant represents and warrants it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

4. The Consultant is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is in effect.

5. If the Consultant obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, the Consultant shall:

(a) Notify the subcontractor and the District within three (3) days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. The Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment ("**Department**") made in the course of an investigation that the Department is undertaking, pursuant to the law.

7. If the Consultant violates any provision of Section 8-17.5-102(1), C.R.S., the District may terminate the Agreement immediately and the Consultant shall be liable to the District for actual and consequential damages of the District resulting from such termination, and the District shall report such violation by the Consultant to the Colorado Secretary of State, as required by law.

# **EXHIBIT C** **FORM OF CHANGE ORDER**

<b>Change Order No:</b>	<b>Date Issued:</b>
<b>Name of Agreement:</b>	
<b>Date of Agreement:</b>	<b>District(s):</b>
<b>Other Party/Parties:</b>	

**CHANGE IN SCOPE OF SERVICES (describe):**

<b>CHANGE IN AGREEMENT PRICE:</b>	<b>CHANGE IN TERM OF AGREEMENT:</b>
Original Price: \$	Original Term: Expires , 20
Increase of this Change Order: \$	New Term: Expires , 20
Price with all Approved Change Orders: \$	Agreement Time with all Approved Change Orders:

<b>APPROVED:</b>	<b>APPROVED:</b>
By: <span style="border-bottom: 1px solid black; display: inline-block; width: 150px;"></span>	By: <span style="border-bottom: 1px solid black; display: inline-block; width: 150px;"></span>
<b>District</b>	<b>Consultant</b>