

# 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	2027/May 2027
Jeff L. Nading	Treasurer	2025/May 2025
Charles Church McKay	Assistant Secretary	2027/May 2027
Steve Nading	Assistant Secretary	2025/May 2025
Brandon Dooling	Assistant Secretary	2027/May 2027
David Solin	Secretary	

DATE            October 24, 2023 (Tuesday)

TIME:            9:30 A.M.

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

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

### I.        ADMINISTRATIVE MATTERS

A.        Present Disclosures of Potential Conflicts of Interest.

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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 of the September 26, 2023 Regular Meeting (enclosure).

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### II.       PUBLIC COMMENT

A.        \_\_\_\_\_

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

- Ratify approval of Construction Contract for Asphalt Paving between the District and OLDCASTLE SW GROUP, INC., d/b/a APC Construction Co., in the amount of \$43,394.00.
- Ratify approval of Change Order No. 17 to the Contract between the District and Wagner Construction Inc., for Liquidated Damages for Late Substantial Completion, for a reduction in the contract amount of <\$94,000.00>.
- Ratify approval of Change Order No. 8 to the Contract between the District and Wagner Construction Inc., for Utility Conflict Standby Time and Water Main Crossing, in the amount of \$144,864.32.
- Ratify approval of Change Order No. 1 to the Contract between the District and Wagner Construction Inc., for Contract Extension for Project Delays, in the amount of \$0.00.
- Ratify approval of Task Order No. 19-A1 to the Contract between the District and CTL/Thompson, Inc., for Candelas Medical F1 Ph2 Roadway Amd 1, for a reduction in the contract amount of <\$670.00>.
- Ratify approval of Task Order No. 24-A1 to the Contract between the District and CTL/Thompson, Inc., for Candelas Indiana North Amd 1, for a reduction in the contract amount of <\$668.75>.
- Ratify approval of Task Order No. 26-A1 to the Contract between the District and CTL/Thompson, Inc., for Candelas Point Asphalt Concrete RR Amd 1, for a reduction in the contract amount of <\$3,332.00>.
- Ratify approval of Task Order No. 29 to the Contract between the District and CTL/Thompson, Inc., for Candelas Indiana North, in the amount of \$8,065.00.
- Ratify approval of Task Order No. 17-A2 to the Contract between the District and Kimley-Horn and Associates, Inc., for OCC Industrial P6 – Traffic Compliance Amd #2, in the amount of \$5,200.00.
- Ratify approval of Task Order No. 2-A10 to the Contract between the District and Martin/Martin, Inc., for SCL Medical Engineering Amd #10, in the amount of \$10,000.00.

IV. FINANCIAL MATTERS

- A. Review and accept cash position statement as of October 16, 2023 (enclosure).
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- B. Review forecast of General Fund Revenues and Expenditures (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. Discuss District debt and potential refinancing/new issuances of debt.
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- 1. Discuss and consider approval of Engagement Letter by and between the District and Sherman & Howard L.L.C. as bond and special counsel (enclosure).
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- 2. Discuss and consider approval of Underwriter/Placement Agent Engagement Letter between the District and Piper Sandler & Co. (enclosure).
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V. MANAGEMENT MATTERS

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

- A. Discuss the District's Facility Fee and consider adoption of Resolution No. 2023-10-\_\_\_\_, Resolution Regarding the Termination of Imposition of Facilities Fees (enclosure).
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- B. Discuss and consider approval of Railroad Crossing Operation and Maintenance Agreement between the District and TRNLWB, LLC. (to be distributed).
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- C. Discuss status of Intergovernmental Agreement by and between the City of Arvada and Jefferson Center Metropolitan District No. 1 for Financing of the Design, Preconstruction Services, Construction Administration, and Construction of the Purple Line.
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- D. Discuss and consider ratifying approval of Post-Closing Escrow Agreement (P6 Off-Site Improvements) by and among Cimarron Commercial, LLC, the District, and Fidelity National Title Insurance Company.
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VII. CONSTRUCTION MATTERS

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

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1. Consider approval of contracts, task orders, work orders and change orders.
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B. Warranty Issues:

1. Discuss Premier Earthworks & Infrastructure, Inc. warranty obligations. Authorize any necessary actions in connection therewith.
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VIII. CAPITAL IMPROVEMENTS

A. Review and consider approval of Cost Certification Report No. 20 prepared by Independent District Engineering Services, LLC, certifying District eligible expenditures relative to Trailstone Filing No. 1 Public Improvements (“Report No. 20”), and accept certified costs, if available.

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1. Discuss and consider authorizing reimbursement to Cimarron Commercial, LLC in the amount certified per Report No. 20, pursuant to the Facilities Funding and Acquisition Agreement between the District and Cimarron Development Company (“CDC”), as amended, and pursuant to the Letter from CDC regarding Payment Directive Pertaining to Certified Costs for Trailstone Filing No. 1 Public Improvements.
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2. Discuss Taylor Morrison Request for Reimbursement of Certain Costs Related to Offsite Sanitary Sewer Improvements.
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B. Discuss status of Facilities Acquisition Agreement (Trailstone Development) by and between the District, Taylor Morrison of Colorado, Inc., Cimarron Development Company, and Cimarron Commercial, LLC.

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IX. OTHER BUSINESS

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

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X. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR NOVEMBER 28, 2023.**

## 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 SEPTEMBER 26, 2023

A Regular Meeting of the Board of Directors of the Jefferson Center Metropolitan District No. 1 (referred to hereafter as “Board”) was convened on Tuesday, September 26, 2023, at 9:30 a.m. This District Board meeting was held by video/telephone conference with all participants attending via video/teleconference. The meeting was open to the public.

#### ATTENDANCE

#### Directors In Attendance Were:

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

#### Also In Attendance Were:

David Solin; Special District Management Services, Inc.

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

Joy Tatton; Simmons & Wheeler, P.C.

Jesse Peckham, Wes Back, Elesha Carbaugh-Gonzales and Brandon Collins; Independent District Engineering Services, LLC (“IDES”)

Gregg McKay; Member of the Public

#### ADMINISTRATIVE MATTERS

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

## RECORD OF PROCEEDINGS

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

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

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

**Minutes:** The Board reviewed the minutes of the August 22, 2023 Regular Meeting.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director S. Nading and, upon vote, unanimously carried, the minutes of the August 22, 2023 Regular Meeting were approved, as presented.

### **PUBLIC COMMENT**

There were no public comments.

### **CONSENT AGENDA**

The Board considered the following actions:

- Ratify approval of Change Order No. 7 to the Contract between the District and Hogan Works, LLC, for Indiana North Tract Fence, in the amount of \$22,293.25.
- Ratify approval of Task Order No. 18-A1 to the Contract between the District and Kimley-Horn and Associates, Inc., for 72-93 Parcels P2 & P4 Traffic Compliance, in the amount of \$3,000.00.

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

## RECORD OF PROCEEDINGS

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### FINANCIAL MATTERS

**Claims:** The Board reviewed and considered approval of the payment of claims through the period ending September 14, 2023 in the amount of \$1,296,308.00, and reviewed the legal invoice breakdown through September 26, 2023.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director McKay and, upon vote, unanimously carried, the Board ratified approval of the payment of claims through the period ending September 14, 2023, in the amount of \$1,296,308.00.

**Unaudited Financial Statements:** Ms. Tatton reviewed with the Board the unaudited financial statements for the period ending June 30, 2023.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director McKay and, upon vote, unanimously carried, the Board accepted the unaudited financial statements for the period ending June 30, 2023.

**Schedule of Cash Position:** Ms. Tatton reviewed with the Board the schedule of cash position as of September 17, 2023.

Following discussion, upon motion duly made by Director S. Nading, seconded by Director Bradbury and, upon vote, unanimously carried, the Board accepted the schedule of cash position as of September 17, 2023.

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

**Expense Tracking Report and District Expenditures Verification Report prepared by Independent District Engineering Services, LLC (“IDES”):** Ms. Carbaugh-Gonzales reviewed with the Board the Expense Tracking Report and IDES’ report entitled “District Expenditures Verification for August 2023,” which summarizes IDES’ review and verification of the expenditures of the District for August 2023 related to certain District construction contracts. The Verification Report identified \$1,296,308.00 of District Eligible Expenses and \$0 of Non-Eligible Expenses.

Following discussion, upon motion duly made by Director J. Nading, seconded by Director S Nading and, upon vote, unanimously carried, the Board determined to accept the District Eligible Expenses in the amount of \$1,296,308.00.

## RECORD OF PROCEEDINGS

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**2022 Budget Amendment Hearing:** The President opened the public hearing to consider an amendment to the 2022 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider amendment of the 2022 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing. No public comments were received, and the public hearing was closed.

Following review and discussion, upon motion duly made by Director Bradbury, seconded by Director S. Nading and, upon vote, unanimously carried, the Board adopted Resolution No. 2023-09-01 to Amend the 2022 Budget. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

**2022 Audit:** Ms. Tatton reviewed the 2022 Audit with the Board.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director S. Nading and, upon vote, unanimously carried, the Board approved the 2022 Audit and authorized execution of the Representations Letter.

**District Debt and Potential Refinancing/New Issuances of Debt:** The Board deferred discussion.

### **MANAGEMENT MATTERS**

**Water Allocations and Facilities Fees Collections:** Mr. Solin provided an update.

**Water Tracking Report:** Mr. Solin reviewed the Water Tracking Report with the Board.

### **LEGAL MATTERS**

**City of Arvada's System Development Charges:** It was noted that the City of Arvada's new System Development Charges will take effect on October 1, 2023.

**Facility Fee and Revisions to the Amended and Restated Resolution of the Jefferson Center Metropolitan District No. 1 Imposing Facilities Fees:** The Board discussed certain revisions to its resolution imposing facilities fees. Following discussion, the Board directed legal counsel to prepare an amendment or new resolution for the Board's consideration at the next meeting.



## RECORD OF PROCEEDINGS

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**Intergovernmental Agreement between the District and the City of Arvada and Jefferson Center Metropolitan District No. 1 for Financing of the Design, Preconstruction Services, Construction Administration, and Construction of the Purple Line (the “Purple Line IGA”)**: Attorney Becher reviewed the Purple Line IGA with the Board.

Following review and discussion, upon motion duly made by Director J. Nading, seconded by Director Bradbury, and upon vote, unanimously carried, the Board approved the Purple Line IGA.

**Railroad Crossing Operation and Maintenance Agreement between the District and TRNLWB, LLC**: The Board deferred action on this matter.

**Resolution No. 2023-09-02, Resolution Calling a Special Election within the Jefferson Center Metropolitan District No. 1 on November 7, 2023 to be Conducted as a Mail Ballot Election, Submitting to the Eligible Electors of the District a Question Relating to the Imposition of Ad Valorem Property Taxes, and Approving other Matters in Connection there within (the “Election Resolution”)**: Attorney Becher reviewed the Election Resolution with the Board.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director J. Nading, the Board adopted the Election Resolution.

### **CONSTRUCTION MATTERS**

**Construction Status Report**: Mr. Back reviewed the Construction Status Report with the Board.

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

- Consider approval of Construction Contract for Asphalt Paving between the District and OLDCASTLE SW GROUP, INC., d/b/a APC Construction Co., in the amount of \$43,394.00.
- Consider approval of Change Order No. 1 to the Contract between the District and Wagner Construction Inc., for Contract Extension for Project Delays, in the amount of \$0.00.
- Consider approval of Task Order No. 19-A1 to the Contract between the District and CTL/Thompson, Inc., for Candelas Medical F1 Ph2 Roadway Amd 1, for a reduction in the contract amount of <\$670.00>.
- Consider approval of Task Order No. 24-A1 to the Contract between the District and CTL/Thompson, Inc., for Candelas Indiana North Amd 1, for a reduction in the contract amount of <\$668.75>.

## RECORD OF PROCEEDINGS

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- Consider approval of Task Order No. 26-A1 to the Contract between the District and CTL/Thompson, Inc., for Candelas Point Asphalt Concrete RR Amd 1, for a reduction in the contract amount of <\$3,332.00>.
- Consider approval of Task Order No. 29 to the Contract between the District and CTL/Thompson, Inc., for Candelas Indiana North, in the amount of \$8,065.00.
- Consider approval of Task Order No. 17-A2 to the Contract between the District and Kimley-Horn and Associates, Inc., for OCC Industrial P6 – Traffic Compliance Amd #2, in the amount of \$5,200.00.
- Consider approval of Task Order No. 2-A10 to the Contract between the District and Martin/Martin, Inc., for SCL Medical Engineering Amd #10, in the amount of \$10,000.00.

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

**Change Order No. 8 to the Contract between the District and Wagner Construction Inc.:** The Board reviewed Change Order No. 8 to the Contract between the District and Wagner Construction Inc., for Utility Conflict Standby Time and Water Main Crossing, in the amount of \$144,861.32.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director McKay and, upon vote unanimously carried, the Board approved Change Order No. 8, subject to return of the signed change order by Wagner Construction Inc.

**Change Order No. 17 to the Contract between the District and Wagner Construction Inc.:** The Board reviewed Change Order No. 17 to the Contract between the District and Wagner Construction Inc., for Candelas Indiana North, for liquidated damages in a deductive amount of <\$94,000.00>.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director McKay and, upon vote unanimously carried, the Board approved Change Order No. 17, subject to return of the signed change order by Wagner Construction Inc.

### **Warranty Issues:**

*Premier Earthworks & Infrastructure, Inc. (“PEI”) Warranty Obligations:*  
The Board deferred discussion.

## RECORD OF PROCEEDINGS

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### CAPITAL IMPROVEMENTS

**District Engineer's Cost Certification Report No. 19, prepared by Independent District Engineering Services, LLC, certifying District eligible expenditures relative to Trailstone Filing No.1 Public Improvements:** The Board reviewed Cost Certification Report No. 19, dated September 26, 2023, prepared by Independent District Engineering Services, LLC, certifying District-eligible expenditures in the amount of \$6,100,102.99.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director McKay and, upon vote unanimously carried, the Board approved Cost Certification Report No. 19, certifying District-eligible expenditures relative to Trailstone Filing No. 1 Public Improvements in the amount of \$6,100,102.99.

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

Following discussion, upon motion duly made by Director Bradbury, seconded by Director McKay and, upon vote, unanimously carried, the Board authorized that the certified amount of \$6,100,102.99 be added to the Nonrevolving Line of Credit Note, Series 2010B, for repayment to Cimarron Commercial, LLC, per the Facilities Funding and Acquisition Agreement between the District and Cimarron Development Company (CDC), as amended, and pursuant to the Letter from CDC regarding Payment Directive Pertaining to Certified Costs for Trailstone Filing No. 1 Public Improvements.

*Taylor Morrison of Colorado, Inc. ("Taylor Morrison") Request for Reimbursement of Certain Costs Related to Offsite Sanitary Sewer Improvements:* It was noted that no reimbursement was available, and the Board deferred action.

### OTHER BUSINESS

There was no other business.

## RECORD OF PROCEEDINGS

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### ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made by Director J. Nading, seconded by Director McKay and, upon vote, unanimously carried, the meeting was adjourned at 10:49 a.m.

Respectfully submitted,

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

**Jefferson Center Metropolitan District No. 1**  
**Cash Position - General and Capital**  
**October 16, 2023**

	First Bank General Fund	First Bank Capital Fund	Colotrust General Fund	Colotrust Debt Service Fund	Colotrust Capital	UMB Subordinate Project Fund	Total
Balance at 9/17/2023	0.00	3,015.02	257,155.64	1,219,974.18	526,492.65	23,799,213.12	25,805,850.61
Transfer from CT to First Bank	25,000.00		(25,000.00)				0.00
8/22/2023 bill.com payments	(12,295.47)	(1,230,812.53)					(1,243,108.00)
Xcel Payments	(109.76)						(109.76)
City of Arvada Payments	(2,140.24)						(2,140.24)
Bank Charge	(20.00)						(20.00)
9/30/2023 Interest Income			8,950.43			98,022.44	106,972.87
Property taxes received 10/10/2023			2,020.49	20,205.30			22,225.79
Transfer between funds	(10,434.53)	10,434.53	10,434.53		(10,434.53)		0.00
Project Fund Requisition #47		1,230,812.53				(1,230,812.53)	0.00
Balance at 10/16/2023	0.00	13,449.55	253,561.09	1,240,179.48	516,058.12	22,666,423.03	24,689,671.27

**Jefferson Center Metropolitan District No. 1**  
**Cash Position - Debt Fund**  
**October 16, 2023**

	Colotrust Debt Service Fund	BBVA/PNC Reserve Fund	BBVA/PNC Loan Payment Fund	UMB Shared Pledged Rev	UMB 2020A-2 Bond	UMB Senior Cap I Fund	UMB Subordinate Bond Fund	UMB Subordinate Cap I Fund	UMB Senior Reserve Fund	UMB Subordinate Reserve Fund	Total
Balance at 9/17/2023 (CT) & 8/31/2023 remaining	1,219,974.18	3,073,018.59	2,453,745.68	3,871,468.28	19,323.92	355,597.96	231,148.31	3,466,461.44	1,470,485.37	7,271,810.41	23,433,034.14
9/30/2023 Interest Income		8,082.46	6,453.68	16,321.84	80.66	1,483.94	964.59	14,465.35	6,136.29	30,344.72	84,333.53
Property taxes received 10/10/2023	20,205.30										20,205.30
Balance at 10/16/2023 (CT) & 9/30/2023 remaining	1,240,179.48	3,081,101.05	2,460,199.36	3,887,790.12	19,404.58	357,081.90	232,112.90	3,480,926.79	1,476,621.66	7,302,155.13	23,537,572.97

**JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1**  
**2023 FORECAST OF GENERAL FUND REVENUES AND EXPENDITURES**  
**As of 9/30/2023**

	Acutal Paid/Received in										Estimated				Total year to date & estimate	Difference to original budget			
	2023 Budget	January	February	March	April	May	June	July	August	September	October	November	December	December 2023 received/paid in January 2024			Total Actual	Estimated	
<b>Revenues:</b>																			
Property taxes (net of AURA increment)	97,599		684	23,284	9,033	9,659	20,275	23,041	257	2,515	86				88,748	86	88,834	(8,765)	
Specific ownership taxes	19,802		2,091	1,973	2,068	1,706	2,104	1,878	1,917	2,257	1,935	1,935	1,935	1,935	15,993	7,741	23,734	3,932	
AURA tax increment - District's mill levy	232,431				92,712	8,782	66,319		35,674						203,487	-	203,487	(28,944)	
Interest Income	1,716	3,371	2,904	3,789	4,647	5,857	6,624	8,563	8,923	9,044	5,969	5,969	5,969		53,722	17,907	71,629	69,913	
<b>Total Revenues</b>	<b>351,548</b>	<b>3,371</b>	<b>5,678</b>	<b>29,047</b>	<b>108,460</b>	<b>26,003</b>	<b>95,322</b>	<b>33,481</b>	<b>46,770</b>	<b>13,817</b>	<b>7,991</b>	<b>7,904</b>	<b>7,904</b>	<b>1,935</b>	<b>361,950</b>	<b>25,735</b>	<b>387,685</b>	<b>36,137</b>	
<b>Expenses:</b>																			
Legal - District	55,000		7,541	-	5,926	21,242	5,743		3,158	3,923	8,488	8,488	8,488	8,488	47,533	33,952	81,485	(26,485)	
Legal - City of Arvada Dispute			28,153	23,566											51,719	-	51,719	(51,719)	
Legal - Candelas Community Commerical Parcels			1,026	168											1,194	-	1,194	(1,194)	
Accounting	20,000			5,788	1,662	1,248	1,776	1,014	755		2,005	2,005	2,005	2,005	12,243	8,021	20,264	(264)	
Audit	5,500										5,500				-	5,500	5,500	-	
Landscape Maintenance															-	-	-	-	
Monthly Ground Services	31,600	2,631	2,631	2,631	2,631		5,734	2,867	2,867	2,867	2,867	2,867	2,867		24,859	8,601	33,460	(1,860)	
Snow removal	3,000		770	220	-									500	990	1,500	2,490	510	
Repairs	15,000						3,204	-	2,514	80	1,933				5,798	1,933	7,731	7,269	
Management fees	32,000		1,437	1,661	1,872	2,262	3,018	1,592	1,602	2,894	2,042	2,042	2,042	2,042	16,338	8,169	24,507	7,493	
Project Management	5,000		435	551			88		-		358	358	358	358	1,074	1,432	2,506	2,494	
Elections	2,000			405	230	215	240		48						1,138	-	1,138	862	
Insurance	5,900	5,507	510												6,017	-	6,017	(117)	
Miscellaneous	2,000	40	94	30	1,740	20	20	30	30	37	50	50	50		2,041	150	2,191	(191)	
Office Supplies	1,000														-	-	-	1,000	
Repairs & maintenance	-		4,724	4,807	4,098	4,538	5,191	4,116	3,484	2,515	4,184	4,184	4,184	4,184	33,473	16,737	50,210	(50,210)	
Utilities	10,000														-	-	-	10,000	
Xcel Energy		88	116	107	97	94	90	104	107	110	101	101	101		913	304	1,217	(1,217)	
City of Arvada		1,382		103		103		913		2,141		928		928	4,642	1,857	6,499	(6,499)	
Treasurer's fees	4,950		10	349	136	145	304	346	4	39	1	-	-	-	1,333	1	1,334	3,616	
Transfer to #2 General Fund	64,219			10,286				10,957			21,488			21,488	21,243	42,976	64,219	-	
Transfer to Mt Shadows for O&M	11,057										11,057				-	11,057	11,057	-	
<b>Total Expenses (less contingency &amp; reserve)</b>	<b>268,226</b>	<b>9,648</b>	<b>47,447</b>	<b>50,672</b>	<b>18,392</b>	<b>29,867</b>	<b>25,408</b>	<b>21,939</b>	<b>14,569</b>	<b>14,606</b>	<b>60,075</b>	<b>21,524</b>	<b>20,596</b>	<b>39,994</b>	<b>232,548</b>	<b>142,189</b>	<b>374,737</b>	<b>(106,511)</b>	
<b>Funds Remaining</b>	<b>83,322</b>	<b>(6,277)</b>	<b>(41,769)</b>	<b>(21,626)</b>	<b>90,069</b>	<b>(3,863)</b>	<b>69,914</b>	<b>11,543</b>	<b>32,201</b>	<b>(790)</b>	<b>(52,084)</b>	<b>(13,620)</b>	<b>(12,692)</b>	<b>(38,059)</b>	<b>129,402</b>	<b>(116,455)</b>	<b>12,947</b>	<b>(70,375)</b>	



# **Jefferson Center Metro District No. 1**

## **District Expenditures Verification For September 2023**





October 24, 2023

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

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

### **VERIFICATION FOR SEPTEMBER 2023**

#### **INTRODUCTION**

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

#### **ACTIVITIES CONDUCTED**

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

#### **SUMMARY AND RECOMMENDATION**

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

1. At this time and based upon the information provided, we find **\$835,811.66** of the District Expenditures were appropriately classified as District Eligible Expenses.
2. At this time and based upon the information provided, we find **\$0.00** of the District Expenditures were appropriately classified as Non-Eligible Expenses.

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

Respectfully Submitted,  
Independent District Engineering Services, LLC

Brandon Collins, PE  
Attachments

# Attachments

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

Attachment A

Jefferson Center Metropolitan District No. 1  
 October 2023 Report for September 2023 Expenditures

Vendor	Description	Invoice Number	Invoice Date	Invoiced Amount	District Expenditures	Non Eligible Expenses
APC Construction Co.	Asphalt Paving	32744	9/15/23	\$ 43,394.00	\$ 43,394.00	\$ -
Ayers Contracting Enterprises	Drain Work at Parcel 1	1109	10/9/2023	\$ 3,200.00	\$ 3,200.00	\$ -
Baker Tilly US, LLP	Legal Services - City of Arvada Dispute	BT2564390	10/18/23	\$ 966.00	\$ 966.00	\$ -
Brownstein Hyatt Farber Schreck, LLP	Legal Services - Warranty	957560	10/9/23	\$ 1,547.75	\$ 1,547.75	\$ -
Brownstein Hyatt Farber Schreck, LLP	Legal Services - City of Arvada Dispute	957536	10/9/2023	\$ 6,818.31	\$ 6,818.31	\$ -
CTL Thompson, Inc.	Candelas Indiana North	669716	6/30/2023	\$ 7,635.00	\$ 7,635.00	\$ -
CTL Thompson, Inc.	Candelas Indiana North	675330	8/31/2023	\$ 430.00	\$ 430.00	\$ -
Environmental Design	Irrigation Repairs	O&M	10/3/2023	\$ 1,126.58	\$ 1,126.58	\$ -
Environmental Design	Monthly Grounds Services	O&M	10/1/2023	\$ 2,867.02	\$ 2,867.02	\$ -
Fiscal Focus Partners LLC	Independent Audit of 2022 Financial Statements	O&M	9/21/2023	\$ 6,500.00	\$ 6,500.00	\$ -
IDES LLC	District Engineering Management	08588	9/30/2023	\$ 30,603.27	\$ 30,603.27	\$ -
Leo Landscape	Candelas Parkway & Highway Landscape & Irrigation Improvements	Pay Application #1	10/25/2023	\$ 27,787.50	\$ 27,787.50	\$ -
Martin/Martin, Inc	Engineering	17.0725-00059	9/13/2023	\$ 2,690.00	\$ 2,690.00	\$ -
Martin/Martin, Inc	Engineering	20.0287-00040	9/13/2023	\$ 4,595.00	\$ 4,595.00	\$ -
Martin/Martin, Inc	Engineering	21.1528-00018	9/13/2023	\$ 21,635.00	\$ 21,635.00	\$ -
Martin/Martin, Inc	Engineering	22.1555-00013	9/19/2023	\$ 33.14	\$ 33.14	\$ -
Martin/Martin, Inc	Engineering	22.1574-00009	9/14/2023	\$ 7,542.50	\$ 7,542.50	\$ -
McGeady Becher	Legal - Rules & Regulations	O&M	8/31/2023	\$ 251.74	\$ 251.74	\$ -
McGeady Becher	Legal - Minutes / Board Meetings	O&M	8/31/2023	\$ 3,872.34	\$ 3,872.34	\$ -
McGeady Becher	Legal - Budgets	O&M	8/31/2023	\$ 135.34	\$ 135.34	\$ -
McGeady Becher	Legal - General Information Strmts/Transparency Notices	O&M	8/31/2023	\$ 55.55	\$ 55.55	\$ -
McGeady Becher	Legal - Elections	O&M	8/31/2023	\$ 387.84	\$ 387.84	\$ -
McGeady Becher	Legal - Audits	O&M	8/31/2023	\$ 3,429.45	\$ 3,429.45	\$ -
McGeady Becher	Legal - Conflict of Interest	O&M	8/31/2023	\$ 246.80	\$ 246.80	\$ -
McGeady Becher	Legal - Arvada Litigation	599-0106	8/31/2023	\$ 1,224.62	\$ 1,224.62	\$ -
McGeady Becher	Legal - Official Records Maintenance	O&M	8/31/2023	\$ 37.88	\$ 37.88	\$ -
McGeady Becher	Legal - Railroad Crossing O&M & Easements, Arcosa	599-0715	8/31/2023	\$ 1,047.88	\$ 1,047.88	\$ -
McGeady Becher	Legal - Bonds 2020	O&M	8/31/2023	\$ 2,336.13	\$ 2,336.13	\$ -
Mountain Shadows Metropolitan District	2023 Patio Homes	O&M	9/30/2023	\$ 10,852.66	\$ 10,852.66	\$ -
Mountain Shadows Metropolitan District	2023 TIF Area 2	N/A	9/30/2023	\$ 110,745.19	\$ 110,745.19	\$ -
Otten Johnson Robinson Neff & Ragonetti	Legal Services	487215	10/9/2023	\$ 437.50	\$ 437.50	\$ -
Papillon, LLC	District Management	1593	9/26/2023	\$ 51,852.32	\$ 51,852.32	\$ -
SDMS	Expenses	O&M	9/30/2023	\$ 0.20	\$ 0.20	\$ -
SDMS	Board Meetings	O&M	9/30/2023	\$ 1,475.00	\$ 1,475.00	\$ -
SDMS	Management Matters	O&M	9/30/2023	\$ 320.40	\$ 320.40	\$ -
SDMS	Records Management	O&M	9/30/2023	\$ 80.00	\$ 80.00	\$ -
SDMS	Financial - Audit Matters	O&M	9/30/2023	\$ 20.60	\$ 20.60	\$ -
SDMS	Management-Audit Matters	O&M	9/30/2023	\$ 20.60	\$ 20.60	\$ -
SDMS	Website Design/Maintenance	O&M	9/30/2023	\$ 32.40	\$ 32.40	\$ -
Simmons Wheeler	Accounting Services	O&M	8/31/2023	\$ 3,717.62	\$ 3,717.62	\$ -
Simmons Wheeler	Accounting Services	O&M	9/30/2023	\$ 2,094.00	\$ 2,094.00	\$ -
SWAP, LLC	Storm Water Management	O&M	9/30/2023	\$ 1,477.76	\$ 1,477.76	\$ -
Triax Engineering, LLC	Materials Testing Services, Sanitary Interceptor	D22T202-12	9/25/2023	\$ 1,143.00	\$ 1,143.00	\$ -
Triax Engineering, LLC	Materials Testing Services, Highway 72	D23T104-01	9/25/2023	\$ 2,856.75	\$ 2,856.75	\$ -
Wagner Construction, Inc.	JCMD Sanitary Interceptor	Pay Application #9	9/25/2023	\$ 199,980.27	\$ 199,980.27	\$ -
Wagner Construction, Inc.	Highway 72 Widening	Pay Application #2	9/25/2023	\$ 266,308.75	\$ 266,308.75	\$ -
<b>TOTALS</b>				<b>\$835,811.66</b>	<b>\$835,811.66</b>	<b>\$ -</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: Legal expenses paid out of the Capital fund are not reviewed or verified by IDES, but are included to show total District expenditures for the month.

## Summary of Previous Expenditures

Description	Invoiced Amount	District Portion	Developer Portion
January 2017	\$337,753.11	\$337,753.11	\$0.00
February-March 2017	\$116,080.01	\$116,080.01	\$0.00
April 2017	\$75,005.08	\$75,005.08	\$0.00
May 2017	\$57,781.98	\$57,781.98	\$0.00
June 2017	\$261,915.95	\$261,915.95	\$0.00
July 2017	\$266,824.36	\$266,824.36	\$0.00
August 2017	\$364,857.30	\$364,857.30	\$0.00
September 2017	\$340,314.01	\$340,314.01	\$0.00
October 2017	\$838,218.91	\$838,218.91	\$0.00
November 2017	\$888,004.91	\$888,004.91	\$0.00
December 2017	\$1,208,041.62	\$1,208,041.62	\$0.00
January 2018	\$760,267.53	\$760,267.53	\$0.00
February 2018	\$939,099.20	\$939,099.20	\$0.00
March 2018	\$694,085.71	\$694,085.71	\$0.00
April 2018	\$827,383.01	\$827,383.01	\$0.00
May 2018	\$382,771.64	\$382,771.64	\$0.00
June 2018	\$339,925.95	\$339,925.95	\$0.00
July 2018	\$856,161.45	\$529,086.02	\$327,075.43
August 2018	\$519,684.00	\$462,220.92	\$57,463.08
September 2018	\$389,595.70	\$327,889.63	\$61,706.07
October 2018	\$228,840.41	\$171,908.57	\$56,931.84
November 2018	\$749,718.53	\$708,861.25	\$40,857.28
December 2018 - January 2019	\$1,230,066.43	\$1,151,816.67	\$78,249.76
February 2019	\$278,928.38	\$266,096.45	\$12,831.93
March 2019	\$698,469.84	\$652,102.11	\$46,367.73
April 2019	\$803,521.05	\$756,683.29	\$46,837.76
May 2019	\$536,182.92	\$425,132.62	\$111,050.30
June 2019	\$771,189.76	\$768,047.76	\$3,142.00
July 2019	\$284,197.11	\$284,197.11	\$0.00
August 2019	\$469,632.07	\$469,632.07	\$0.00
September 2019	\$396,712.41	\$388,404.57	\$8,307.84
October 2019	\$273,917.13	\$269,494.88	\$4,422.25
November 2019	\$615,452.49	\$599,820.91	\$15,631.58
December 2019	\$682,556.83	\$542,504.05	\$140,052.78
January 2020	\$773,963.90	\$488,995.98	\$284,967.92
February 2020	\$1,167,673.53	\$798,368.25	\$369,305.28
March 2020	\$496,421.09	\$338,423.36	\$157,997.73
April 2020	\$202,212.02	\$162,345.74	\$39,866.28
May 2020	\$235,045.54	\$235,045.54	\$0.00
June 2020	\$369,447.64	\$364,032.64	\$5,415.00
July 2020	\$126,774.67	\$126,774.67	\$0.00
August 2020	\$990,507.47	\$990,507.47	\$0.00
September 2020	\$1,179,949.52	\$1,128,626.84	\$51,322.68
October 2020	\$797,278.71	\$797,278.71	\$0.00
November 2020	\$776,496.17	\$776,496.17	\$0.00
December 2020	\$942,278.42	\$915,988.76	\$26,289.66
January 2021	\$551,927.49	\$551,927.49	\$0.00
February 2021	\$317,086.29	\$317,086.29	\$0.00
March 2021	\$525,741.00	\$525,741.00	\$0.00
April 2021	\$200,792.43	\$200,792.43	\$0.00
May 2021	\$179,914.87	\$179,914.87	\$0.00
June 2021	\$271,788.88	\$271,788.88	\$0.00
July 2021	\$1,139,804.90	\$1,128,133.33	\$11,671.57
August 2021	\$131,274.85	\$131,274.85	\$0.00
September 2021	\$378,520.94	\$378,520.94	\$0.00
October 2021	\$249,917.37	\$249,917.37	\$0.00
November 2021	\$131,989.28	\$131,989.28	\$0.00
December 2021	\$4,412,190.17	\$4,412,190.17	\$0.00
January 2022	\$734,763.46	\$734,763.46	\$0.00
February 2022	\$653,761.70	\$653,761.70	\$0.00
March 2022	\$245,119.21	\$243,704.07	\$1,415.14
April 2022	\$1,487,997.38	\$946,502.04	\$541,495.34
May 2022	\$732,288.66	\$616,891.76	\$115,396.90
June 2022	\$1,323,839.00	\$1,298,515.12	\$25,323.88
July 2022	\$661,227.07	\$661,227.07	\$0.00
August 2022	\$2,083,444.71	\$1,835,795.65	\$247,649.06
September 2022	\$980,968.17	\$980,968.17	\$0.00
October 2022	\$723,594.50	\$723,594.50	\$0.00
November 2022	\$1,193,501.76	\$1,098,831.40	\$94,670.36
December 2022	\$1,503,116.56	\$1,500,981.20	\$2,135.36
January 2023	\$884,884.07	\$878,791.17	\$6,092.90
February 2023	\$517,583.79	\$514,451.92	\$3,131.87
March 2023	\$1,076,963.47	\$1,059,947.47	\$17,016.00
April 2023	\$1,643,434.43	\$1,640,668.34	\$2,766.09
May 2023	\$1,196,915.35	\$1,196,915.35	\$0.00
June 2023	\$416,902.00	\$416,902.00	\$0.00
July 2023	\$861,473.14	\$834,674.13	\$26,799.01
August 2023	\$338,378.46	\$336,534.40	\$1,844.06
September 2023	\$1,296,308.00	\$1,296,308.00	\$0.00
October 2023 (Current)	\$835,811.66	\$835,811.66	\$0.00
<b>Total</b>	<b>\$56,424,430.49</b>	<b>\$53,380,930.77</b>	<b>\$3,043,499.72</b>

Attachment B

Jefferson Center Metropolitan District No. 1  
 October 2023 Report for September 2023 Expenditures  
 By Category

Category	Description	District Expenditures	Non-Eligible Expenditures
<b>Construction</b>			
01	Mobilization	\$0.00	\$0.00
02	Insurance	\$0.00	\$0.00
03	Bonds	\$30,350.68	\$0.00
04	Bonds (Project Financing)	\$0.00	\$0.00
05	Fees/Permits	\$0.00	\$0.00
06	Grading	\$84,250.00	\$0.00
07	Box Culvert/Bridges	\$0.00	\$0.00
08	Erosion Control	\$77,390.00	\$0.00
09	Sanitary Sewer	\$133,314.87	\$0.00
10	Sanitary Sewer Services	\$0.00	\$0.00
11	Waterline	\$0.00	\$0.00
12	Waterline Services	\$0.00	\$0.00
13	Storm Sewer/Drainage	\$40,725.00	\$0.00
14	Concrete	\$0.00	\$0.00
15	Paving	\$123,394.00	\$0.00
16	Roadway Signage and Striping (not Monumentation)	\$65,000.00	\$0.00
17	Monumentation and Walls	\$0.00	\$0.00
18	Landscaping and Fencing	\$4,500.00	\$0.00
19	Construction-Offsites (SH72, Jefferson Beltway, etc.)	\$0.00	\$0.00
20	Transportation (Parking Lots, P&R, bus stop, etc.)	\$0.00	\$0.00
21	Dry Utility Service Infrastructure and Services	\$0.00	\$0.00
22	Dry Utility Substation (Power, Cell, Cable, etc.)	\$0.00	\$0.00
23	Traffic Lights/Signalization	\$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	-\$26,004.03	\$0.00
<b>Subtotal Construction</b>		<b>\$532,920.52</b>	<b>\$0.00</b>
<b>Consulting</b>			
60	Legal Services	\$122,787.25	\$0.00
61	District Management	\$30,603.27	\$0.00
62	District Management (Papillon)	\$51,852.32	\$0.00
63	Planning/Engineering	\$36,495.64	\$0.00
64	Geotechnical/Testing	\$12,064.75	\$0.00
65	Survey	\$7,750.00	\$0.00
66	Stormwater Management	\$0.00	\$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>\$261,553.23</b>	<b>\$0.00</b>
Operating and Maintenance Expenditures		\$41,337.91	\$0.00
<b>Total</b>		<b>\$835,811.66</b>	<b>\$0.00</b>

**Attachment C**

**Jefferson Center Metropolitan District No. 1  
October 2023 Report for September 2023 Expenditures  
Candelas Subdivisions Post-Bond Contract Summary**

**Contractors (District Portion)**

<b>Contractor (Vendor Number)</b>	<b>Contract (District)</b>	<b>Change Orders (District)</b>	<b>Total Contract (District)</b>	<b>Amount Paid (District)</b>	<b>Remaining (District)</b>
(11) Wyoco Erosion Control	\$232,840.71	\$0.00	\$232,840.71	\$232,840.71	\$0.00
(18) Premier Earthworks & Infrastructure (Subdivisons)					
Candelas Point	\$2,856,963.93	\$468,403.61	\$3,325,367.54	\$3,325,367.53	\$0.00
Candelas Medical	\$1,590,950.26	\$470,376.31	\$2,061,326.57	\$2,061,326.57	\$0.00
Kings North	\$796,908.07	\$47,080.79	\$843,988.86	\$843,988.85	\$0.00
(28) Golden Triangle Construction (GTC)	\$152,906.00	\$28,226.00	\$181,132.00	\$181,132.00	\$0.00
(36) Kelley Trucking	\$1,241,330.73	\$321,271.53	\$1,562,602.26	\$1,562,602.26	\$0.00
(38) Hogan Action Services	\$28,600.00	\$0.00	\$28,600.00	\$28,600.00	\$0.00
(39) Hogan Works	\$23,279.55	\$38,787.00	\$62,066.55	\$52,193.05	\$9,873.50
(41) NRE Excavating - Candelas Medical Phase 2 Utilities	\$725,619.00	\$99,243.02	\$824,862.02	\$824,862.02	\$0.00
(43) KECI Colorado, Inc	\$236,938.00	\$22,436.80	\$259,374.80	\$259,374.80	\$0.00
(45) Miller Wall Company	\$1,077,183.00	\$1,226,258.65	\$2,303,441.65	\$2,303,441.65	\$0.00
(46) GH Phipps	\$575,050.00	-\$595.46	\$574,454.54	\$574,454.54	\$0.00
(47) Badger Daylighting Corp.	\$10,000.00	-\$2,830.00	\$7,170.00	\$7,170.00	\$0.00
(48) Legacy Traffic Management	\$10,150.00	-\$2,860.00	\$7,290.00	\$7,290.00	\$0.00
(49) Powell Restoration	\$22,906.56	\$36,040.75	\$58,947.31	\$50,307.15	\$8,640.16
(50) Standard Fence	\$35,875.00	\$2,165.00	\$38,040.00	\$38,040.00	\$0.00
(55) JBS Pipeline Contractors	\$775,376.50	\$153,079.92	\$928,456.42	\$928,456.42	\$0.00
(56) Hogan Action Services	\$0.00	\$5,800.00	\$5,800.00	\$5,800.00	\$0.00
(57) Miller Wall Company	\$0.00	\$29,993.00	\$29,993.00	\$29,993.00	\$0.00
(58) Rocosas Concrete - R&R	\$0.00	\$2,080.00	\$2,080.00	\$2,080.00	\$0.00
(59) Timco Blasting and Coatings	\$1,119,152.00	\$31,538.98	\$1,150,690.98	\$1,150,690.98	\$0.00
(60) Wagner Construction - Candelas Indiana North	\$5,123,050.76	\$235,398.56	\$5,358,449.32	\$5,172,927.59	\$185,521.73
(63) Leo Landscape - Indiana North	\$243,488.98	\$5,887.94	\$249,376.92	\$235,190.48	\$14,186.44
(74) Leo Landscape - CP & Hwy 72 Landscape & Irrigation	\$788,078.50	\$0.00	\$788,078.50	\$27,787.50	\$760,291.00
(75) Concrete Curb & Paving	\$593,814.42	\$0.00	\$593,814.42	\$0.00	\$593,814.42
(65) Wagner Construction - Sanitary Interceptor	\$5,545,092.50	-\$915,394.77	\$4,629,697.73	\$4,398,212.85	\$231,484.88
(66) Wagner Construction - Highway 72 Widening	\$1,883,500.00	\$73,351.58	\$1,956,851.58	\$518,776.00	\$1,438,075.58
(67) ABC Asphalt	\$41,741.00	\$399.50	\$42,140.50	\$30,044.50	\$12,096.00
(68) RCD Construction	\$195,162.90	-\$14,269.38	\$180,893.52	\$167,740.42	\$13,153.10
(69) Champion Fence	\$47,456.00	\$0.00	\$47,456.00	\$10,236.17	\$37,219.83
(70) Martin Marietta	\$22,200.00	\$0.00	\$22,200.00	\$22,200.00	\$0.00
(76) APC Construction Co.	\$43,394.00	\$0.00	\$43,394.00	\$43,394.00	\$0.00
(77) Ayers Contracting Enterprises	\$3,200.00	\$0.00	\$3,200.00	\$3,200.00	\$0.00
CDPHE	\$1,940.00	\$0.00	\$1,940.00	\$1,940.00	\$0.00
Capital Legal Costs	\$285,309.49	\$0.00	\$285,309.49	\$285,309.49	\$0.00
City of Arvada - Water Acquisition	\$1,135,700.00	\$0.00	\$1,135,700.00	\$1,135,700.00	\$0.00
City of Arvada - Coal Creek Tank	\$3,800,000.00	\$0.00	\$3,800,000.00	\$3,800,000.00	\$0.00
City of Arvada - Candelas Pkwy & Hwy 72 Tap Fees	\$118,525.45	\$0.00	\$118,525.45	\$118,525.45	\$0.00
Cimarron Commercial, LLC - Coal Creek Overflow Easment	\$111,425.00	\$0.00	\$111,425.00	\$111,425.00	\$0.00
Cimarron Commercial, LLC - Water Tank	\$875,000.00	\$0.00	\$875,000.00	\$875,000.00	\$0.00
Cimarron Commercial, LLC - Otten Johnson	\$30,036.67	\$0.00	\$30,036.67	\$30,036.67	\$0.00
Cimarron Commercial, LLC - Taylor Morrison Note	\$881,893.68	\$0.00	\$881,893.68	\$881,893.68	\$0.00
Cimarron Development Company - City of Arvada	\$7,337.20	\$0.00	\$7,337.20	\$7,337.20	\$0.00
SEMA Final Acceptance Costs	\$78,236.30	\$0.00	\$78,236.30	\$78,236.30	\$0.00
Smart Reservoir & Irrigation Co. Inc.	\$5,794.70	\$0.00	\$5,794.70	\$5,794.70	\$0.00
Xcel Energy	\$1,652,685.87	\$0.00	\$1,652,685.87	\$1,652,685.87	\$0.00
<b>Total Contracts (District Portion)</b>	<b>\$35,498,202.27</b>	<b>\$2,379,036.33</b>	<b>\$37,877,238.60</b>	<b>\$34,572,881.95</b>	<b>\$3,304,356.65</b>
<b>Previous Month's Total</b>			<b>\$37,742,065.84</b>		
<b>Increase or Decrease</b>			<b>\$135,172.76</b>		

**Contractors (Developer Portion)**

Contractor (Vendor Number)	Contract (Developer)	CO's (Developer)	Total Contract (Developer)	Amount Paid (Developer)	Remaining (Developer)
(36) Kelley Trucking	\$778,638.14	\$247,815.45	\$1,026,453.59	\$1,026,453.59	\$0.00
(18) Premier Earthworks & Infrastructure (Subdivisons)					
Candelas Point	\$255,150.15	\$99,107.15	\$354,257.30	\$354,257.29	\$0.00
Candelas Medical	\$88,510.68	\$144,920.62	\$233,431.30	\$233,431.30	\$0.00
Kings North	\$171,536.09	\$0.00	\$171,536.09	\$171,536.08	\$0.00
(60) Wagner Construction	\$275,045.24	\$0.00	\$275,045.24	\$261,292.98	\$13,752.26
Xcel Energy	\$824,442.98	\$0.00	\$824,442.98	\$824,442.98	\$0.00
<b>Total Contracts (Developer Portion)</b>	<b>\$2,393,323.27</b>	<b>\$491,843.22</b>	<b>\$2,885,166.49</b>	<b>\$2,871,414.22</b>	<b>\$13,752.27</b>
<b>Previous Month's Total</b>			<b>\$2,885,166.49</b>		
<b>Increase or Decrease</b>			<b>\$0.00</b>		

**Consultants**

Consultant (Vendor Number)	TO #	Total Task Order Amount	Amount Paid	Remaining
SH72/SH93 Crossing Investigation	1	\$20,000.00	\$20,000.00	\$0.00
SH72/SH93 Crossing Investigation	2	\$10,000.00	\$10,000.00	\$0.00
SH72/SH93 Crossing Investigation	3	\$58,660.00	\$14,437.38	\$44,222.62
<b>(52) 360 Rail Services</b>	<b>Total</b>	<b>\$88,660.00</b>	<b>\$44,437.38</b>	<b>\$44,222.62</b>
CM MSE Wall Design	12	\$9,000.00	\$9,000.00	\$0.00
Candelas Medical Phase 2 Grading	13	\$23,379.00	\$23,379.00	\$0.00
Candelas Medical Phase 2 Retaining Walls	14	\$16,743.00	\$16,743.00	\$0.00
Candelas Medical Phase 2 Utilities	15	\$17,204.50	\$17,204.50	\$0.00
W 91st Subgrade Investigation & Pavement Design	16	\$4,950.00	\$4,950.00	\$0.00
Candelas Parkway Observation and Testing	17	\$1,344.00	\$1,344.00	\$0.00
Hwy 72, Joyce St, Indiana Widening	18	\$33,687.47	\$33,687.47	\$0.00
Candelas Medical F1, Ph 2 Roadway	19	\$9,217.00	\$9,217.00	\$0.00
North Indiana Lots 1-3 Geotech	20	\$5,000.00	\$5,000.00	\$0.00
Engineering Consultation of Western Pond Slope Failure	21	\$875.00	\$875.00	\$0.00
Hwy 72 / Hwy 93 Subgrade Investigation & Pavement Design	22	\$23,300.00	\$23,300.00	\$0.00
Hwy 72 Roadway & Box Culvert, Hwy 72 East of Hwy 92	23	\$9,083.00	\$9,083.00	\$0.00
Candelas Indiana North	24	\$82,806.25	\$82,806.25	\$0.00
Candelas Parkway & Hwy 72 Subgrade Investigation & Pavement Design	25	\$3,000.00	\$3,000.00	\$0.00
Candelas Point Asphalt Concrete RR for Warranty	26	\$1,038.00	\$1,038.00	\$0.00
Hwy 72 Widening, Parcel 6	27	\$11,500.00	\$11,500.00	\$0.00
Hwy 72 & Hwy 93 Subgrade Investigation & Pavement Design	28	\$2,502.00	\$2,502.00	\$0.00
Candelas Indiana North	29	\$8,065.00	\$8,065.00	\$0.00
<b>(02) CTL Thompson, Inc.</b>	<b>Total</b>	<b>\$262,694.22</b>	<b>\$262,694.22</b>	<b>\$0.00</b>
SUE for SH72	1	\$74,152.73	\$0.00	\$74,152.73
<b>(72) Encompass Services, LLC</b>	<b>Total</b>	<b>\$74,152.73</b>	<b>\$0.00</b>	<b>\$74,152.73</b>
On-Call Survey	2	\$83,000.00	\$79,867.32	\$3,132.68
SCL Landscape Design	5	\$19,000.00	\$17,328.70	\$1,671.30
Candelas Point Design	15	\$57,129.00	\$56,529.00	\$600.00
Joyce & Indiana Street Landscape	17	\$19,200.00	\$16,106.25	\$3,093.75
Hwy 72 & Hwy 93 P2 & P4 Landscape	18	\$10,500.00	\$2,470.00	\$8,030.00
<b>(04) Galloway &amp; Company</b>	<b>Total</b>	<b>\$188,829.00</b>	<b>\$172,301.27</b>	<b>\$16,527.73</b>
Trailstone Recreation Center Design	01	\$543,701.00	\$147,140.57	\$396,560.43
<b>(71) Golden Triangle Construction, Inc.</b>	<b>Total</b>	<b>\$543,701.00</b>	<b>\$147,140.57</b>	<b>\$396,560.43</b>
Subsurface Utility Engineering	01	\$14,300.00	\$14,300.00	\$0.00
SUE for SH72 over Denver Water's Boulder Canal	02	\$14,500.00	\$14,500.00	\$0.00
<b>(53) Goodbee &amp; Associates, LLC</b>	<b>Total</b>	<b>\$28,800.00</b>	<b>\$28,800.00</b>	<b>\$0.00</b>
District Oversight	10	\$111,000.00	\$111,000.00	\$0.00
District Oversight	11	\$30,000.00	\$30,000.00	\$0.00
District Oversight	12	\$35,000.00	\$35,000.00	\$0.00
District Oversight	13	\$219,250.00	\$219,250.00	\$0.00
District Oversight	14	\$228,000.00	\$228,000.00	\$0.00
District Oversight	15	\$268,000.00	\$268,000.00	\$0.00
District Oversight	16	\$298,500.00	\$298,500.00	\$0.00
District Oversight	17	\$276,500.00	\$115,361.62	\$161,138.38
<b>(05) IDES</b>	<b>Total</b>	<b>\$1,466,250.00</b>	<b>\$1,305,111.62</b>	<b>\$161,138.38</b>
Candelas Point Traffic Signal Design	4	\$1,980.00	\$1,980.00	\$0.00
Traffic Impact Study	9	\$14,700.00	\$14,700.00	\$0.00
Traffic Impact Study	10	\$8,800.00	\$8,800.00	\$0.00
Traffic Compliant Letter	11	\$1,500.00	\$1,500.00	\$0.00
Taylor Morrison Traffic Impact Study	12	\$4,000.00	\$4,000.00	\$0.00
Candelas South Traffic Impact Study	13	\$8,200.00	\$8,200.00	\$0.00
Candelas 72-93 Traffic Impact Study	14	\$7,000.00	\$7,000.00	\$0.00
Candelas 72-93 Traffic Impact Study	15	\$4,200.00	\$4,200.00	\$0.00
CDOT Access Coordination Amendment	16	\$2,500.00	\$2,500.00	\$0.00
OCC Industrial - Candelas Parcel P6	17	\$10,700.00	\$10,700.00	\$0.00
72-93 Parcels P2 & P4 - Traffic Compliance	18	\$4,500.00	\$4,500.00	\$0.00
<b>(06) Kimley-Horn</b>	<b>Total</b>	<b>\$68,080.00</b>	<b>\$68,080.00</b>	<b>\$0.00</b>
SCL Medical	2	\$291,034.00	\$280,497.60	\$10,536.40
SH93/SH72	3	\$318,908.16	\$318,908.16	\$0.00
Additional Legal Services	7	\$135,000.00	\$131,312.76	\$3,687.24

On-Call Survey		8	\$62,500.00	\$53,840.50	\$8,659.50
Jefferson Pkwy Coordination		9	\$43,000.00	\$38,805.75	\$4,194.25
Grading Analysis		10	\$58,880.46	\$58,880.46	\$0.00
Big Dry Creek at Indiana		14	\$19,978.75	\$19,978.75	\$0.00
Layout of new ROW, Place White Lid for Panels at each Tee, etc.		16	\$2,968.84	\$2,968.84	\$0.00
Candelas/Indiana Intersection Modifications		19	\$13,700.00	\$13,700.00	\$0.00
Candelas Medical/Big Dry Creek Floodplan		20	\$7,890.00	\$7,890.00	\$0.00
Grading/Earthwork/Taylor Morrison Parcels		21	\$30,795.00	\$30,795.00	\$0.00
Indiana & Highway 72		22	\$416,500.00	\$402,386.39	\$14,113.61
Candelas Indiana Widening		23	\$114,900.00	\$114,669.33	\$230.67
Colorado Highway 72 Widening		24	\$805,100.00	\$760,077.35	\$45,022.65
Candelas Sanitary Sewer Outfall		25	\$178,500.00	\$177,992.26	\$507.74
Hwy 72 Waterline Due Diligence		26	\$75,815.00	\$75,291.25	\$523.75
Candelas Consolidated Drainage Due Diligence		27	\$25,000.00	\$24,988.75	\$11.25
Candelas Parkway Sidewalk Design Plans		28	\$15,000.00	\$14,932.50	\$67.50
DU Coordination/Legal Description/Exhibits		29	\$33,000.00	\$28,508.75	\$4,491.25
Arvada Water & San Sewer Study Analysis		30	\$27,162.50	\$27,162.50	\$0.00
Candelas Parcel P1, P3, and P5		31	\$354,000.00	\$178,723.59	\$175,276.41
Welton Parcel Concept Grading		32	\$10,000.00	\$9,982.50	\$17.50
P6 Hwy 72 Widening		33	\$165,950.00	\$162,588.76	\$3,361.24
Parcels P2 & P4		34	\$271,500.00	\$227,840.94	\$43,659.06
<b>(08) Martin/Martin</b>	<b>Total</b>		<b>\$3,477,082.71</b>	<b>\$3,162,722.69</b>	<b>\$314,360.02</b>
Master Planning and Graphics		3	\$15,000.00	\$15,000.00	\$0.00
Candelas Streetscape		4	\$41,150.00	\$36,041.95	\$5,108.05
Master Planning and Graphics		5	\$1,910.31	\$1,910.31	\$0.00
<b>(27) Norris Design</b>	<b>Total</b>		<b>\$58,060.31</b>	<b>\$52,952.26</b>	<b>\$5,108.05</b>
Management		1-4	\$903,542.19	\$903,542.19	\$0.00
Management		5	\$377,000.00	\$377,000.00	\$0.00
Management		6	\$247,000.00	\$247,000.00	\$0.00
Management		7	\$413,000.00	\$413,000.00	\$0.00
<b>Management</b>	<b>Total</b>	<b>8</b>	<b>\$195,260.00</b>	<b>\$7,361.57</b>	<b>\$187,898.43</b>
<b>(12) Papillon</b>	<b>Total</b>		<b>\$2,135,802.19</b>	<b>\$1,947,903.76</b>	<b>\$187,898.43</b>
JCMD Sanitary Interceptor		1	\$14,450.00	\$14,450.00	\$0.00
Hwy 72 Percolation Testing		2	\$5,200.00	\$5,200.00	\$0.00
<b>(64) Rocky Mountain Group</b>	<b>Total</b>		<b>\$19,650.00</b>	<b>\$19,650.00</b>	<b>\$0.00</b>
On-Call Survey		1	\$5,000.00	\$380.00	\$4,620.00
<b>(51) RM Meridian</b>	<b>Total</b>		<b>\$5,000.00</b>	<b>\$380.00</b>	<b>\$4,620.00</b>
SH 72 - Candelas Sanitary Project		1	\$44,308.36	\$44,308.36	\$0.00
SH 72 - Candelas Roadway Project		2	\$37,861.50	\$37,861.50	\$0.00
SH 72 - Candelas Waterline, Parcel P3, Parcel P5		3	\$66,999.50	\$66,999.50	\$0.00
Highway 93 and Highway 72 Widening Project		4	\$36,569.50	\$36,569.50	\$0.00
<b>(54) SurvWest</b>	<b>Total</b>		<b>\$185,738.86</b>	<b>\$185,738.86</b>	<b>\$0.00</b>
Erosion Control Management - Candelas Point		1-2	\$45,500.00	\$45,500.00	\$0.00
Erosion Control Management - Kings North		1-2	\$7,000.00	\$7,000.00	\$0.00
Erosion Control Management - Candelas Medical		1-2	\$17,500.00	\$17,500.00	\$0.00
Storm Water Management		3	\$21,000.00	\$21,000.00	\$0.00
Storm Water Management		4	\$12,000.00	\$12,000.00	\$0.00
Storm Water Management		5	\$12,000.00	\$12,000.00	\$0.00
Storm Water Management		6	\$9,750.56	\$9,750.56	\$0.00
<b>(10) SWAP</b>	<b>Total</b>		<b>\$124,750.56</b>	<b>\$124,750.56</b>	<b>\$0.00</b>
Candelas Environmental Permitting		2	\$3,000.00	\$3,000.00	\$0.00
CLOMR Joyce Street Culvert Crossing		3	\$8,310.00	\$8,310.00	\$0.00
Joyce Street Culvert Crossing		4	\$4,200.00	\$1,914.02	\$2,285.98
SH72/SH93 Crossing Intersection Compliance		5	\$8,000.00	\$8,000.00	\$0.00
Highway 93 and Highway 72 North Environmental Support		6	\$55,600.00	\$53,823.22	\$1,776.78
<b>(33) SWCA</b>	<b>Total</b>		<b>\$79,110.00</b>	<b>\$75,047.24</b>	<b>\$4,062.76</b>
<b>Materials Testing Services, SH72 Water Main</b>	<b>1</b>		<b>\$5,622.15</b>	<b>\$5,622.15</b>	<b>\$0.00</b>
Materials Testing Services, Sanitary Interceptor		2	\$33,620.00	\$31,998.75	\$1,621.25
Materials Testing Services, Highway 72 Widening		3	\$11,867.00	\$2,856.75	\$9,010.25
<b>(62) TRIAX</b>	<b>Total</b>		<b>\$51,109.15</b>	<b>\$40,477.65</b>	<b>\$10,631.50</b>
Sanitary Sewer Flow Update		1	\$29,700.00	\$29,102.60	\$597.40
<b>(26) TST, Inc.</b>	<b>Total</b>		<b>\$29,700.00</b>	<b>\$29,102.60</b>	<b>\$597.40</b>
<b>City of Arvada - Alkire Lift Station</b>			<b>\$1,465,474.75</b>	<b>\$1,465,474.75</b>	<b>\$0.00</b>
<b>Total of All Agreements</b>			<b>\$10,352,645.48</b>	<b>\$9,132,765.43</b>	<b>\$1,219,880.05</b>
<b>Previous Month's Total</b>			<b>\$10,159,657.33</b>		
<b>Increase or Decrease</b>			<b>\$192,988.15</b>		

### Combined Totals

	Total Contract	Amount Paid	Total Remaining
Contractor Contracts and Change Orders	\$40,762,405.09	\$37,444,296.18	\$3,318,108.91
Consultant Agreements, Task/Work Orders	\$10,352,645.48	\$9,132,765.43	\$1,219,880.05
<b>TOTAL</b>	<b>\$51,115,050.57</b>	<b>\$46,577,061.61</b>	<b>\$4,537,988.96</b>





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October 12, 2023

Board of Directors  
Jefferson Center Metropolitan District No. 1  
c/o McGeady Becher P.C.  
450 E. 17th Avenue, Suite 400  
Denver, CO 80203-1254  
Attention: Megan Becher, Esq.

Re: Engagement as bond and special counsel

Ladies and Gentlemen:

We are pleased to confirm our engagement as your bond and special counsel. We appreciate your confidence in us and will do our best to continue to merit it. The purpose of this letter is to set forth in writing the elements of our mutual understanding in establishing our attorney-client relationship.

This letter sets forth the role we propose to serve and the responsibilities we propose to assume as bond and special counsel in connection with the issuance of one or more series of bonds, notes, or other obligations (the “Bonds”) by or on behalf of Jefferson Center Metropolitan District No. 1 (the “Issuer”) pursuant to the terms of this engagement letter. This letter supersedes and replaces any previous engagement letters between the Issuer and us pertaining to representing the Issuer on public finance matters. We understand that the governing body of the Issuer will authorize the execution of this letter at a meeting and will delegate to the presiding officer of the Issuer’s governing body the authority to sign this letter and to represent the Issuer. Tiffany Leichman and Peter Whitmore will be the members at the firm who will coordinate and oversee the services we perform on your behalf. Where appropriate, certain tasks may be performed by other attorneys or paralegals. At all times, however, Ms. Leichman and Mr. Whitmore will coordinate, review, and approval all work completed for the Issuer.

### **Scope of Employment**

Bond counsel is engaged as recognized attorneys whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of bonds. As your bond counsel, we will examine applicable law; consult with the parties to the transaction prior to the issuance of any particular series of Bonds; prepare customary authorizing and operative

documents, review a certified transcript of proceedings; and undertake such additional duties as we deem necessary to render the opinion. Subject to the completion of proceedings to our satisfaction, we will render our opinion relating to the validity of the Bonds, the lien of the Bonds on the revenues pledged to the payment thereof, and, if appropriate to the transaction, the exclusion of the interest paid on the Bonds (subject to certain limitations which may be expressed in the opinion) from gross income for federal income tax purposes.

Unless otherwise determined by the Issuer or ourselves in connection with any particular Bond issue, we are also being retained by you to act as special counsel to the Issuer in connection with a disclosure document for any particular series of Bonds (the "Official Statement"). For some Bond issues, the Issuer may decide not to prepare an Official Statement, the Issuer may determine to have the Official Statement prepared by other persons such as underwriter's counsel, or other circumstances could exist which lead to the conclusion that this firm should not act as special counsel in connection with any particular Bond issue, and in such cases, the provisions hereof pertaining to special counsel will be inapplicable.

For Bond issues in which we are also acting as special counsel, we will provide advice to the Issuer on the applicable legal standards to be used in preparing the Official Statement and meeting the Issuer's disclosure responsibilities. At the conclusion of the transaction we will deliver a letter to you stating that no facts have come to the attention of the attorneys in our firm rendering legal services in connection with this matter that cause them to believe that the Preliminary Official Statement as of its date or the Official Statement as of its date or as of the date hereof, contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, we do not assume responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement or the Official Statement, nor do we express any belief with respect to any financial and statistical data and forecasts, projections, estimates, assumptions and expressions of opinion and information concerning market studies or financial forecasts contained in appendices thereto, and information concerning The Depository Trust Company and the book-entry system for the Bonds contained or incorporated by reference in the Preliminary Official Statement or the Official Statement and its Appendices, which we expressly exclude from the scope of this paragraph. If requested, we will prepare the Bond Purchase Agreement on behalf of the Issuer, though this is not normally within the scope of our responsibilities.

In rendering any opinion hereunder, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation. Any such opinion will be addressed to the Issuer and will be executed and delivered by us in written form on the date a series of Bonds are exchanged for their purchase price (with respect to that series, the "Closing"), and will be based on facts and law existing as of such date.

Our services hereunder are limited to those contracted for explicitly in this letter. Specifically, but without implied limitation, our responsibilities do not include any representation by Sherman & Howard L.L.C. in any IRS audit or any litigation involving the Issuer or the Bonds, or any other matter. Neither do we assume responsibility for the preparation of any collateral documents (*e.g.*, environmental impact statements) which are to be filed with any state, federal or other regulatory agency. Nor do our services include financial advice (including advice about the structure of any Bonds) or advice on the investment of funds related to any Bond issue.

### **Representation of the Issuer**

In performing our services hereunder our client will be the Issuer. Accordingly, in any negotiations concerning the terms of the financing, we will represent the interests of the Issuer. We will work closely with the Issuer's attorney and will rely on his/her opinion with regard to specific matters, including pending litigation. We do not represent any developer or owner of property within the Issuer, nor do we represent the Board members in their individual capacity. We assume that other parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. Our limited representation of the Issuer does not alter our responsibility to render an objective opinion as bond counsel.

### **Conflicts of Interest**

Before accepting any new business, the Colorado Rules of Professional Conduct (the "Rules") require us to evaluate whether there are any ethical constraints to representing you in this new matter. As you are aware, our Public Finance Department practices in all areas of public finance in Colorado and other states, and in such practice simultaneously represents many political subdivisions, investment bankers/underwriters, trustees, financial institutions, and other companies and individuals. In addition, our other departments also represent various persons or institutions which may have or will have dealings with the Issuer, and which may be adverse to the Issuer.

We have completed a conflicts check within our firm and have found no current conflict between the Issuer and our existing clients, except as described below.

*Current or Anticipated Representations* - We have in the past, and are currently representing or are undertaking to represent, many of the firms which may be selected to act as your underwriter, financial advisor, or placement agent, as well as many of the banks which may be selected to act as trustee or paying agent, in unrelated bond or other transactions. Technically, because the Issuer sells its bonds to an underwriter or purchaser, and because the Issuer enters into agreements with the trustee or paying agent, the Issuer's interests can be viewed as "adverse" to those of such underwriter or bank. Our past, current, and anticipated representations of the underwriter and bank are not in any way connected to any Bonds of the Issuer which are currently contemplated or planned; however, under the ethical Rules, attorneys in our firm cannot simultaneously represent such adverse parties, even though the transactions are wholly unrelated,

unless we reasonably believe that our representation of the Issuer will not adversely affect our relationship with such other parties, and unless each client, after consultation, consents to the adverse representation. Please be advised that we routinely receive the consent of underwriters and other public finance clients to our representation of governmental entities in matters unrelated to our representations of such clients.

*Future Representations* - In addition, during the course of our engagement with you or at some future time, it is likely that we will be asked to represent such parties, or other persons or entities who have dealings with the Issuer, in other matters or transactions unrelated to any Bonds. Even though such existing and prospective engagements will be unrelated to any Bonds, we believe that good practice, and the Rules, require us to obtain the Issuer's consent thereto. With respect to our future representation of such parties in matters unrelated to any Bonds, we acknowledge that you might be concerned about confidentiality of information. The Rules prohibit the use of information obtained in our capacity as bond and special counsel to the disadvantage of the Issuer. Accordingly, we do not believe that our existing or former representation of the underwriter or the bank will act as a material limitation on our ability to represent the Issuer as bond and special counsel.

*Factors Considered* - We do not believe that our current, anticipated, or future engagements will materially limit or adversely affect our ability to represent the Issuer either: (i) because the potential for adversity is remote or minor and is outweighed by the consideration that it is unlikely that any advice given to other clients in unrelated transactions would be relevant to our representation of the Issuer in connection with any Bonds, or (ii) because such matters are or will be sufficiently different from this financing so as to make the representation not adverse to our representation of the Issuer in connection with any Bonds. In reviewing our current, anticipated, and potential future representation of the parties discussed above, we have considered: whether we can represent each client with undivided loyalty; whether we can protect the confidentiality of each client; the limited duration and extent of our engagement with the parties; the likelihood that a conflict will eventuate, possibly requiring our withdrawal from the representation; and should any conflict arise, any prejudice to each client which might result therefrom.

*Consent Requested* - In determining whether to consent to and waive the foregoing conflicts of interest, you should understand that your waiver includes your acknowledgement and agreement: (i) that you are not entitled to information we will obtain during our representation of the underwriter, bank, or other parties, and (ii) that we have no duty to provide such information to you or to use it in representing you. We advise you to discuss with your general counsel the advantages and risks involved in such simultaneous, adverse representations. Pursuant to such consultation and the matters discussed herein, we will treat your execution of this letter as consent to our current, anticipated, and future representations of such other parties in matters unrelated to any Bonds. If at any time a question should arise about an adverse representation, please do not hesitate to contact us.

## **Document Retention**

At or within a reasonable period after Closing, we will direct a review of the file to determine what materials should be retained as a record of the representation and those which are no longer needed. Ordinarily, we will return original legal documents to you along with the Closing transcripts, and we will retain for several years such materials as correspondence, final substantive work product, documents obtained from the client, and documents obtained from third parties. We will not retain such materials as duplicates of the above-described material, or drafts and notes that do not appear needed any longer.

As to the client file materials that we retain, ordinarily the firm will keep those for a period of seven years after the final maturity of any particular issue of Bonds. At the end of that time, unless the Issuer has advised us in writing to the contrary, we will destroy the bulk of the file. If the file is especially voluminous, we may return the client file to you sooner than the end of this period as our storage facilities are limited, however, we always reserve the right to retain a copy of the files. If the Issuer wishes to make other arrangements for retention or disposition of files, please so advise us in writing.

## **Electronic Communications**

Although the Issuer and our firm recognize e-mail may not always be a secure method of communication, and could be intercepted and read by persons who are not the intended recipients, the Issuer and the firm agree to the use of unencrypted e-mail for communications made during the course of this engagement, including communications containing confidential information or advice. The Issuer may, however, at any time request us to use a specified more secure or different method of communication for confidential information or advice, including communications about a particular subject, and we will take reasonable measures to implement the request from the Issuer.

## **Fee Arrangement**

Currently, the Issuer is proposing the issuance of subordinate general obligation limited tax convertible capital appreciation bonds in the approximate principal amount of \$22,000,000 and amendments to certain bond documents relating to the issuance of the Issuer's previously authorized indebtedness. Based upon: (i) our current understanding of the terms, structure, size, and schedule of this financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to this financing, and (iv) the responsibilities we assume, we estimate that our fee as bond counsel would be in the range of \$180,000 to \$185,000. Such fees may vary: (i) if the principal amount of the financing actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time or our responsibilities. If, at any time, we believe that circumstances require an adjustment of our original fee estimate for this financing, we will consult with you.

Our fees for acting as bond and special counsel, unless otherwise agreed to at the time, will be contingent upon the Issuer being legally able to proceed to Closing, to be paid at the Closing out of the Bond proceeds or other legally available moneys of the Issuer. In the event that the Issuer is able to issue a particular Bond issue as a matter of law, but chooses not to as a result of financial or other factors, our fees will not be contingent, and in such event we will bill the Issuer for the time spent on such Bond issue at our usual hourly rates, plus out-of-pocket expenses. Ms. Leichman's current hourly rate is \$620 an hour and Mr. Whitmore's current hourly rate is \$750 an hour.

With respect to the provision of legal services in connection with municipal finance matters which do not result in the issuance of Bonds, our fees will be at our usual hourly rates, plus out-of-pocket expenses, and shall not be contingent.

### **Termination of Engagement**

The above fees contemplate compensation for usual and customary services as described above. Upon delivery of the opinion or opinions referenced herein, our responsibilities hereunder will terminate with respect to a particular financing. Specifically, but without implied limitation, we do not undertake to provide continuing advice to the Issuer or to any other party to the transaction.

This engagement is terminable by either party upon 15 days' notice to the other party; provided that: (i) the foregoing shall not alter or affect our responsibilities to the Issuer under the Code of Professional Responsibility or other applicable laws, rules, and regulations; and (ii) if the Issuer terminates us without cause while we are engaged in a matter on its behalf for which attorney or paralegal time has been expended, the Issuer will pay us our usual fees for such time spent, at our then-applicable hourly rates.

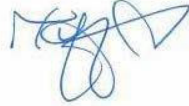
### **Approval**

If the foregoing terms of this engagement are acceptable to you, please so indicate by returning to us a copy of this letter signed by an authorized officer.

We sometimes do not receive signed engagement letters back from clients for various reasons, but the client still wishes for us to serve as their bond counsel. Accordingly, so that we may begin work on this matter soon per your instructions, if you do not return a signed letter to us or inform us of any comments or objections to this letter, we will consider this letter and the referenced fee arrangement to govern our relationship unless you and we agree otherwise in writing.

We are pleased to have the opportunity to serve you and look forward to a mutually satisfactory and beneficial relationship. If at any time you have questions concerning our work or our fees, we hope that you will contact us immediately.

**SHERMAN & HOWARD L.L.C.**



By: Tiffany L. Leichman



By: Peter J. Whitmore

Accepted and Approved:

**JEFFERSON CENTER METROPOLITAN  
DISTRICT NO. 1**

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

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

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

Jefferson Center Metropolitan District No. 1  
c/o Megan Becher  
McGeady Becher, P.C.  
450 East 17<sup>th</sup> Avenue, Suite 400  
Denver, CO 80203  
[mbecher@specialdistrictlaw.com](mailto:mbecher@specialdistrictlaw.com)

October 11, 2023

Re: Underwriter/Placement Agent Engagement Letter  
**Junior Subordinate Special Revenue Bonds Series 2024C (the “Securities”)**

Dear Megan:

This letter confirms the agreement (the “Agreement”) between Piper Sandler & Co. (“Piper Sandler” or “we” or “us”) and **Jefferson Center Metropolitan District No. 1** (the “Issuer” or “you”) as follows:

1. **Engagement.** The Issuer hereby engages Piper Sandler to serve as an underwriter or placement agent for the Securities. As currently contemplated, the transaction will be an underwriting or private placement of the Securities with gross proceeds to be determined. Sale and delivery of the Securities by the Issuer will occur on the day of closing (“Closing Date”).
2. **Scope of Services.** We understand that the decision to either conduct a public sale of the Securities or sell the Securities in a private placement to a single or limited number of investors will be made by you sometime in the future. As a preliminary matter, we can assist you in determining whether to pursue a public sale or a private placement to a bank or other financial institution, based upon the facts and circumstances in evidence at that time. Depending on the capacity in which we would be acting, Piper Sandler agrees, as appropriate and directed by you, to provide the following services.

As an Underwriter:

- (a) Develop a financing plan for the Securities and assist you in determining the economic impact of the Securities;
- (b) Provide advice concerning structure, timing, terms and other similar matters concerning the Securities, including recommendations as to maturities, interest rates, structure, security, timing, and amount of proceeds needed to implement your project;
- (c) Review and make comments with respect to sale documents, as applicable, including Explanatory Statements, Authorizing Bond Resolutions, bond declarations and indentures and other underlying documents relating to the Securities;
- (d) Develop a sale schedule that incorporates all aspects of bringing Securities to market and arranging for a successful closing of the transaction;
- (e) Assist in the preparation of the preliminary and final Official Statements to be issued by you relating to the Securities for final approval by you and your agents, including bond counsel;
- (f) Distribute preliminary and final Official Statements and other documents to a broad list of institutions, banks, trusts, insurance companies, professional investment advisors, and other prospective investors in Securities;



- (g) Develop a marketing plan for the offering, including identification of potential investors;
- (h) Negotiate the pricing, including the interest rate, and other terms of Securities;
- (i) Obtain CUSIP number(s) for Securities and arranging for their DTC book-entry eligibility as required;
- (j) Provide a final schedule of debt service payments for Securities;
- (k) Review and make comments with respect to closing documents prepared by Bond Counsel;
- (l) Plan and arrange for the closing and settlement of the issuance and the delivery of Securities; and
- (m) Other activities that are integral to the purchase and distribution of the Securities and activities integral to fulfilling the role of a placement agent or underwriter including under the antifraud provisions of the federal securities laws and the obligations of Piper Sandler under MSRB rules.

As a Placement Agent:

- (a) consult with you in planning and implementing the placement of the Securities;
- (b) assist you in reviewing any transaction materials (the “Transaction Materials”) we mutually agree are beneficial or necessary to the consummation of the transaction;
- (c) assist you in preparing for due diligence conducted by potential investors;
- (d) identify potential investors and use our reasonable commercial efforts to assist in arranging sales of the Securities to investors;
- (e) assist you in negotiating definitive documentation.

3. ***Fees and Expenses.***

For our services, you agree to pay us an underwriting discount as described below of the total par amount of the Securities payable as a discount to the purchase price or by wire transfer of immediately available funds at closing. All transactions are subject to a \$30,000 minimum fee. For avoidance of doubt, the fee shall not be payable in the event a closing of the Securities does not occur.

<b>Non-Rated Subordinate Debt</b>
3%

4. ***Representations, Warranties and Agreements of the Issuer.***

You represent and warrant to, and agree with us, that:

- (a) the Securities will be sold by you in compliance with the requirements for exemptions from registration or qualification of, and otherwise in accordance with, all federal and state securities laws and regulations;
- (b) you will make available to us and each purchaser such documents and other information which we and each purchaser reasonably deem (the “Transaction Materials”) appropriate

and will provide access to your officers, directors, employees, accountants, counsel and other representatives and will provide each purchaser and us opportunities to ask questions and receive answers from these persons; it being understood that we and each purchaser will rely solely upon such information supplied by you and your representatives without assuming any responsibility for independent investigation or verification thereof; and

- (c) you agree to be responsible for the accuracy and completeness of any Transaction Materials to the extent of federal securities laws applicable to the transaction. You agree to notify us promptly, at any time prior to the Closing Date, of any material adverse changes, or development that may lead to any material adverse change, in your business, properties, operations, financial condition or prospects and concerning any statement contained in any Transaction Materials, or in any other information provided to us, which is not accurate or which is incomplete or misleading in any material respect;
- (d) all financial projections that have or will be made available to Piper Sandler by you or any of your representatives in connection with the Transaction (the "Projections") have been and will be prepared in good faith and will be based upon assumptions believed by you to be reasonable (it being understood that projections by their nature are inherently uncertain and no assurances are being given that the results reflected in the Projections will be achieved);
- (e) On the Closing Date, you will deliver or cause to be delivered to us an Opinion of Bond Counsel to you, dated the Closing Date relating to: the validity of the Securities; exemption from registration and qualification under federal and state securities law; and if applicable the tax-exempt status of the Securities, together with a reliance letter from such counsel, dated the Closing Date and addressed to us and in a form acceptable to us.

5. **Other Matters Relating to Our Engagement.** The parties agree that we are not making a final commitment to underwrite or place securities until certain events have occurred including among other things, a successful authorizing bond election, satisfactory completion and execution of all final documentation for an offering including all terms and conditions and credit approval by Piper Sandler's internal credit approval process. This Agreement is therefore not a final commitment by us express or implied, to underwrite, place or purchase any securities. If you elect to conduct a public offering of the Securities, you and Piper Sandler will enter into a definitive bond purchase agreement which shall supersede the provisions of this agreement in any conflicting respects, except that the parties agree that the fee provisions set forth in Section 3 will continue to apply.

You acknowledge that you have retained us solely to provide the services to you as set forth in this agreement. As underwriter or placement agent, Piper Sandler may provide advice concerning the structure, timing, terms, and other similar matters concerning the transaction. You acknowledge and agree that: (i) the primary role of Piper Sandler as an underwriter or placement agent, is to sell or place securities to investors in an arms-length commercial transaction and that Piper Sandler has financial and other interests that differ from your interests (ii) Piper Sandler is not acting as a municipal advisor, financial advisor or fiduciary to you or any other person or entity and has not assumed any advisory or fiduciary responsibility to you with respect to the transaction contemplated herein and the discussions, undertakings and proceedings leading thereto (irrespective of whether Piper Sandler has provided other services or is currently providing other services to you on other matters) (iii) the only obligations Piper Sandler has to you with respect to the transaction contemplated hereby expressly are set forth in this agreement and (iv) you have consulted your own legal, accounting, tax, financial and other advisors, as applicable, to the extent deemed appropriate in connection with the transaction contemplated herein.

6. **Disclosure.** Attached to this letter are regulatory disclosures required by the Securities and Exchange Commission and the Municipal Securities Rulemaking Board to be made by us at this

time because of this engagement. We may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures. It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the Securities. If our understanding is incorrect, please notify the undersigned immediately.

7. **Termination.** You or we may terminate our engagement under this agreement, with or without cause, upon ten days' written notice to the other party. The fee, expense reimbursement, your representations, warranties and agreements, and miscellaneous provisions of this agreement will survive any termination of our engagement under this agreement.
8. **Section Headings.** Section headings contained herein are for convenience of reference only and are not part of this agreement.
9. **Amendment.** This agreement may be amended only by a written instrument executed by each of the Parties. The terms of this agreement may be waived only by a written instrument executed by the party waiving compliance.
10. **Entire Agreement.** This agreement embodies the entire agreement and understanding between you and us and supersedes all prior agreements and understandings relating to the subject matter of this agreement.
11. **No Assignment.** This agreement has been made by the Issuer and Piper Sandler, and no other person shall acquire or have any right under or by virtue of this agreement.
12. **Governing Law.** This agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this agreement or the negotiation, execution or performance of this agreement, will be governed by and construed in accordance with the laws of Colorado. You and we hereby waive all right to trial by jury in any action, proceeding, or counterclaim (whether based upon contract, tort or otherwise) in connection with any dispute arising out of this agreement or any matters contemplated by this agreement.
13. **Consent to Jurisdiction; Service of Process.** The parties each hereby (a) submits to the jurisdiction of any state or federal court sitting in the County in which the District is located, State of Colorado for the resolution of any claim or dispute with respect to or arising out of or relating to this agreement or the relationship between the parties (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this agreement other than in a state or federal court sitting in the County in which the District is located, State of Colorado and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 17. Nothing in this agreement will affect the right of any party to this agreement to serve process in any other manner permitted by law.
14. **Effectiveness.** This agreement shall become effective upon its execution by duly authorized officials of all parties hereto and shall be valid and enforceable from and after the time of such execution.
15. **Severability.** In the event any provision of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. You and us will endeavor in good faith negotiations to replace the invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid or unenforceable provisions.

- 16. **Counterparts.** This agreement may be executed in several counterparts (including counterparts exchanged by email in PDF format), each of which shall be an original and all of which shall constitute but one and the same instrument.
- 17. **Notices.** Any notice required or permitted to be given under this agreement shall be given in writing and shall be effective from the date sent by registered or certified mail, by hand, facsimile or overnight courier to the addresses set forth on the first page of this agreement with a copy sent to the General Counsel of such Party.
- 18. THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Please confirm that the foregoing correctly and completely sets forth our understanding by signing and returning to us the enclosed duplicate of this engagement agreement.

Sincerely,



\_\_\_\_\_  
**Mike Sullivan, Managing Director**  
Piper Sandler & Co.

Acknowledgement and Approval of Engagement  
and Receipt of Appendix A Disclosures

\_\_\_\_\_  
**Authorized Signor**  
**Jefferson Center Metropolitan District No. 1**

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

## Appendix A – G-17 Disclosure

Thank you for engaging Piper Sandler & Co. to serve as your underwriter or placement agent. We are writing to provide you with certain disclosures relating to the captioned bond issue (Bonds), as required by Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2019-20 (Nov. 8, 2019).<sup>1</sup>

Piper Sandler & Co. intends to serve as an underwriter or placement agent, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds. As part of our underwriting services, we may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds.

The following G-17 conflict of interest disclosures are now broken down into three types, including: 1) dealer-specific conflicts of interest disclosures (if applicable); 2) transaction-specific disclosures (if applicable); and 3) standard disclosures.

If Piper Sandler is engaged to act as your underwriter in a negotiated underwriting, by engaging Piper Sandler as your underwriter, you determined to sell the Bonds by negotiated sale. A negotiated sale is the sale of a new issue of municipal securities by an issuer directly to an underwriter or underwriting syndicate selected by the issuer. A negotiated sale is distinguished from a sale by competitive bid, which requires public bidding by the underwriters. Piper Sandler did not advise you as to what method of sale (competitive or negotiated sale) you used for this issuance of municipal securities.

### ***Dealer-Specific Conflicts of Interest Disclosures***

Piper Sandler has not identified any actual or potential material conflicts of interest.

### ***Transaction-Specific Disclosures***

- Disclosures Concerning Complex Municipal Securities Financing:
  - Since we have recommended to the Issuer/Obligor a financing structure that may be a “complex municipal securities financing” for purposes of MSRB Rule G-17, attached is a description of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to us and reasonably foreseeable at this time.

### ***Standard Disclosures***

- Disclosures Concerning the Underwriters’ Role:
  - MSRB Rule G-17 requires an underwriter to deal fairly at all times with both issuers and investors.
  - The underwriters’ primary role is to purchase the Bonds with a view to distribution in an arm’s-length commercial transaction with the Issuer. The underwriters have financial and other interests that differ from those of the Issuer.
  - Unlike a municipal advisor, an underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
  - The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer’s interest in this transaction.
  - The underwriters have a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.

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<sup>1</sup> Revised Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective Mar. 31, 2021).

- The underwriters will review the official statement for the Bonds in accordance with, and a part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.<sup>2</sup>
- Disclosures Concerning the Placement Agent Role:
  - MSRB Rule G-17 requires us to deal fairly at all times with both municipal issuers and investors.
  - Our primary role in this transaction is to facilitate the sale and purchase of municipal securities between you and one or more investors for which we will receive compensation.
  - Unlike a municipal advisor, a placement agent does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
  - The placement agent has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.
  - In the event an official statement is prepared, the placement agent will review the official statement for the Bonds in accordance with, and a part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.<sup>3</sup>
- Disclosures Concerning the Underwriters' Compensation:
  - The underwriters will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriters may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.
- Disclosures Concerning the Placement Agent's Compensation:
  - The placement agent will be compensated by a fee that was negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the placement agent fee will be contingent on the closing of the transaction and the amount of the fee may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the placement agent may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with

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<sup>2</sup> Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriters is solely for purposes of satisfying the underwriters' obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

<sup>3</sup> Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriters is solely for purposes of satisfying the underwriters' obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

Please note that nothing in this letter should be viewed as a commitment by the underwriters or placement agent to purchase or sell all the Bonds and any such commitment will only exist upon the execution of any bond purchase agreement or similar agreement and then only in accordance with the terms and conditions thereof.

You have been identified by the Issuer as a primary contact for the Issuer's receipt of these disclosures, and that you are not a party to any disclosed conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately. We are required to seek your acknowledgement that you have received this letter. Accordingly, please send me an email to that effect, or sign and return the enclosed copy of this letter to me at the address set forth above. Otherwise, an email read receipt from you or automatic response confirming that our email was opened by you will serve as an acknowledgment that you received these disclosures.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or potential material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

## Appendix B – Fixed Rate Bonds

The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds (“Fixed Rate Bonds”), as well as a general description of certain financial risks that are known to us and reasonably foreseeable at this time and that you should consider before deciding whether to issue Fixed Rate Bonds. If you have any questions or concerns about these disclosures, please make those questions or concerns known immediately to us. In addition, you should consult with your financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent you deem appropriate.

### Financial Characteristics

*Maturity and Interest.* Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities, whether for their benefit or as a conduit issuer for a nongovernmental entity. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

*Redemption.* Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption only after the passage of a specified period, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

### Security

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below.

*General Obligation Bonds.* “General obligation (GO) bonds” are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. The debt service on “unlimited tax” GO bonds are paid from ad valorem taxes which are not subject to state constitutional property tax millage limits, whereas “limited tax” GO Bonds are subject to such limits.

General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds generally will have certain rights under state law to compel you to impose a tax levy.



Revenue Bonds. “Revenue bonds” are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit, and you (or, if you are a conduit issuer, the obligor, as described in the following paragraph) are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

Some revenue bonds (conduit revenue bonds) may be issued by a governmental issuer acting as a conduit for the benefit of a private sector entity or a 501(c)(3) organization (the obligor). Conduit revenue bonds commonly are issued for not-for-profit hospitals, educational institutions, single and multi-family housing, airports, industrial or economic development projects, and student loan programs, among other obligors. Principal and interest on conduit revenue bonds normally are paid exclusively from revenues pledged by the obligor. Unless otherwise specified under the terms of the bonds, you are not required to make payments of principal or interest if the obligor defaults.

The description above regarding “Security” is only a summary of certain possible security provisions for the bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the bonds.

## **Financial Risk Considerations**

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all the following (generally, the obligor, rather than the issuer, will bear these risks for conduit revenue bonds):

Issuer Default Risk. You may be in default if the funds pledged to secure your bonds are not enough to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds, you may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

Bonds payable from the general fund, particularly bonds without a defined revenue stream identified to pay debt service, reduce your flexibility to balance the general fund. Because a fixed debt service payment is required to be paid regardless of how your general fund is impacted by

revenue losses or by increased expenses, you have less flexibility in the options available to you in assuring a balanced budget for your general fund.

General Fund Obligations that are Project Based. Some general fund obligations are issued for projects which are expected to generate revenues that will pay for some or all of the debt service on the bonds. In the event the project does not generate the anticipated levels of revenues available for debt service, or, in the extreme case, does not create any revenue available for debt service, you may need to make payments from other available general fund revenues. This may force you to reduce other expenditures or to make difficult decisions about how to pay your debt service obligation while meeting other expenditure needs.

General Fund Obligations that are Subject to Annual Appropriation. Some general fund obligations require that debt service is subject to annual appropriation by your governing body. If your governing body decides not to appropriate payments for debt service, your credit ratings may be negatively impacted and you may be forced to pay a higher interest rate on future debt issuance or may be unable to access the market for future debt issuance.

For all bonds, a default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, it may be necessary for you to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

Redemption Risk. Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. If interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

Refinancing Risk. If your financing plan contemplates refinancing some or all the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required.

Reinvestment Risk. You may have proceeds from the issuance of the bonds available to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as “negative arbitrage”.

Tax Compliance Risk. The issuance of tax-exempt bonds is subject to several requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If tax-exempt bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.

This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the bonds.

“Cash Flow” Structure of the Bonds and the Risk of Compounding Interest. The Bonds are expected to possess a “cash flow” structure, meaning that no regularly scheduled principal payments are due prior to the maturity date, and interest payments not paid when due will accrue and compound until sufficient Pledged Revenue is available for payment. To the extent your cash flow is insufficient to pay interest when due on the Bonds, the unpaid interest will compound. Compounding could substantially increase your overall debt burden.

**RESOLUTION NO. 2023-\_\_ - \_\_**

**RESOLUTION OF JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1  
REGARDING THE TERMINATION OF IMPOSITION OF  
FACILITIES FEES**

A. Jefferson Center Metropolitan District No. 1 (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado located in the City of Arvada (the “**City**”), Jefferson County, Colorado.

B. The District operates pursuant to its Amended and Restated Service Plan approved by the City on March 1, 2004, as it may be further amended from time to time (the “**Service Plan**”).

C. Pursuant to its Service Plan, the District is authorized to finance, acquire, construct, and install certain public infrastructure improvements, including but not limited to water, sanitation, streets, safety protection, parks and recreation, transportation, television relay and translation, limited fire protection, and mosquito control facilities and improvements (collectively, the “**Facilities**”).

D. In order to meet the costs of providing the Facilities, the District adopted that certain Resolution No. 2006-03-02, Resolution of the Jefferson Center Metropolitan District No. 1 Imposing Facilities Fees on March 12, 2006, as amended and restated by that certain Resolution No. 2011-05-01, Amended and Restated Resolution of the Jefferson Center Metropolitan District No. 1 Imposing Facilities Fees on May 24, 2011 (the “**Facilities Fee Resolution**”).

E. The Facilities Fee Resolution imposed Facilities Fees (as defined therein) on property located within the District’s boundaries.

F. The District desires to terminate the Facilities Fee Resolution, and the imposition of the Facilities Fee thereunder, as the same are no longer needed.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1, CITY OF ARVADA, ARAPAHOE COUNTY, COLORADO:

1. **Termination of Facilities Fee Resolution.** The District hereby terminates the Facilities Fee Resolution, and the imposition of the Facilities Fee thereunder, which shall be of no further force or effect.

2. **Effective Date.** The Residential Fee Resolution and the imposition of the Facilities Fee thereunder is hereby terminated effective as of October 1, 2023.

3. **Severability**. Judicial invalidation of any of the provisions of this Resolution or of any paragraph, sentence, clause, phrase or word herein, or the application thereof in any given circumstance, shall not affect the validity of the remainder of this Resolution, unless such invalidation would act to destroy the intent or essence of this Resolution.

**[SIGNATURE PAGE FOLLOWS]**

**[SIGNATURE PAGE TO RESOLUTION 2023-\_\_-\_\_]**

RESOLUTION ADOPTED AND APPROVED on \_\_\_\_\_, 20\_\_\_\_.

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

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

Attest:

\_\_\_\_\_  
Secretary

**CONDENSED SOURCES & USES**  
As of 10/20/23

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

<b>Pre - December 2, 2019 Summary</b>												
SOURCES		RESIDENTIAL USES						COMMERCIAL USES				BALANCE
Existing Agreements	Beginning Balance	MSMD	CPMD		ARP	Total Residential	Unallocated	Beginning	Allocations	CCLLC	Total Commercial	Unallocated
Totals	1869.24	200.00	36.00		1,039.01	1,275.01	-	594.23	49.00	363.05	412.05	182.18

**Reconciliation to Post 12/2/19 - JCMD2**

Ending Balance 12/2/19	182.18
Less Restricted Beginning Commercial	<u>(150.00)</u>
Unrestricted Available	<u>32.18</u>
Plus Options Exercised	85.05
Plus Options Exercised	<u>7.42</u>
Net Unrestricted Available	<u>124.65</u>

**Reconciliation to Post 12/2/19 - CCLLC**

CCLLC Held Balance 363.05

<b>Post - 12/2/2019 Allocations</b>																												
SOURCES		RESIDENTIAL USES					COMMERCIAL USES																BALANCE					
Sources	Unrestricted Including CCLLC	Whisper Village	Taylor Morrison	Rangewater	Allocated	Unrestricted Available	IGA Restricted Balance	Kentro Retail 1	SCL - Candelas Medical	Avada Fire	Freedom Street Restaurant	Z&N Retail	Rangewater Clubhouse	Rangewater Rec Center	Brakes Plus	Murphy Oil	O'Reilly's	Autowash	Taco Bell	TM Rec Center	Kum and Go	Kiddie Academy	Total Commercial	Not Allocated	Combined Allocations	CCLLC Available	Restricted Commercial Available	CCLLC Unrestricted Available
Allocations JCMD2	124.65	33.00	86.15	-	119.15	5.50	150.00	2.50	2.50	2.50	2.50	2.50	2.50	2.50	0.75	1.25	1.25	4.00	2.50	2.50	1.25	2.50	33.50	116.50	152.65	5.50	116.50	5.50
Allocations CCLLC	363.05	-	226.85	113.70	340.55	22.50	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	340.55	22.50	-	22.50

**COMMERCIAL WATER ALLOCATION COMMITMENTS**  
As of 10/20/23

User	Final Tap Size	Final Allocation	Final Letter Date	Preliminary Tap Size	Preliminary Allocation	Preliminary Letter Date	Available Balance (AF)
<b>Pre-12/2/19 Allocations</b>							
<b>Final Allocations</b>							<b>594.23</b>
Yenter	1.00	1.25					592.98
Plains End	2.00	4.00					588.98
Candelas Parkway Irrigation	1.00	1.25					587.73
King Soopers	2.00	4.00	3/20/2019				583.73
King Soopers Gas Station	0.75	0.75	3/20/2019				582.98
King Soopers Retail Center	2.00	4.00	3/20/2019				578.98
Sautter Arvada School	1.00	1.25	3/20/2019				577.73
7-11	1.00	1.25	3/20/2019				576.48
Starbucks	1.00	1.25	3/20/2019				575.23
Three Creeks Elementary	3.00	7.50	3/20/2019				567.73
Whisper Creek Station - Arvada PD	1.00	1.25	3/20/2019				566.48
Candelas Point Retail (Block 1, Lot 3)	1.50	2.50	3/29/2019				563.98
Candelas Point Retail (Block 1, Lot 4)	1.50	2.50	3/29/2019				561.48
Chase Bank	1.00	1.25	4/5/2019				560.23
First Bank	1.00	1.25	7/30/2019				558.98
Wendy's	1.00	1.25	7/30/2019				557.73
Wild Grass Lot 3 (Bldg. A)	1.00	1.25	3/24/2023				556.48
Wild Grass Lot 3 (Bldg. B)	1.00	1.25	3/24/2023				555.23
Wild Grass Lot 3 (Bldg. C)	1.50	2.50	3/24/2023				552.73
Wild Grass Lot 3 (Bldg. D)	1.00	1.25	3/24/2023				551.48
Indiana Plaza	1.50	2.50	3/24/2023				548.98
Primrose School	1.50	2.50	9/18/2019				546.48
Les Schwab	1.00	1.25	8/16/2019				545.23
Total		<u>49.00</u>			<u>0.00</u>		
<b>Initial Allocation Not Included</b>							
Cimarron Commercial LLC					363.05		182.18
<b>Post-12/2/19 Allocations</b>							
Beginning Balance							150.00
Kentro Retail 1 (Need L6b)				1.50	2.50	10/7/2019	147.50
Candelas Medical - SCL	1.50	2.50	1/13/2021				145.00
Arvada Fire	1.50	2.50	3/19/2021				142.50
Freedom Street Restaurant	1.50	2.50	7/1/2021				140.00
Z&N Retail	1.50	2.50	2/12/2022				137.50
Rangewater Club House				1.50	2.50	6/22/2022	135.00
Rangewater Rec Center				1.50	2.50	6/22/2022	132.50
Brakes Plus	0.75	0.75	3/23/2023				131.75
Murphy Oil	1.00	1.25	3/23/2023				130.50
O'Reilly's	1.00	1.25	3/23/2023				129.25
Autowash	2.00	4.00	3/23/2023				125.25
Taco Bell	1.50	2.50	3/23/2023				122.75
TM Rec Center				1.50	2.50	No Plan Yet	120.25
Kum-N-Go				1.00	1.25	No Plan Yet	119.00
Kiddie Academy				1.50	2.50		116.50
Total		<u>19.75</u>			<u>13.75</u>		
<b>Total Acre Feet Remaining Unallocated</b>							<b>116.50</b>

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



**RESIDENTIAL WATER ALLOCATION COMMITMENTS**  
**As of 10/20/23**

User	Acre Feet	Available Balance (AF)
<b>Other Districts</b>		
		<b>1275.01</b>
Canyon Pines	36.00	<b>1239.01</b>
Mountain Shadows	200.00	<b>1039.01</b>
Vauxmont (Arvada Residential Partners)	<u>1039.01</u>	<b>0.00</b>
Total	<u><u>1275.01</u></u>	
<b>JCMD1 Allocations to Projects</b>		
		<b>487.70</b>
Whisper Village	33.00	<b>454.70</b>
Taylor Morrison	313.00	<b>141.70</b>
Rangewater	113.70	<b>28.00</b>
LCS - Preliminary	<u>28.00</u>	<b>0.00</b>
Total	<u><u>487.70</u></u>	