

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 SPECIAL MEETING AND AGENDA

| <u>Board of Directors:</u> | <u>Office:</u> | <u>Term/Expiration:</u> |
|----------------------------|---------------------|-------------------------|
| Gregg Bradbury | President | 2023/May 2023 |
| Jeff L. Nading | Treasurer | 2022/May 2022 |
| Charles Church McKay | Assistant Secretary | 2023/May 2023 |
| Steve Nading | Assistant Secretary | 2022/May 2022 |
| Brandon Dooling | Assistant Secretary | 2023/May 2022 |
| David Solin | Secretary | |

DATE October 26, 2021 (Tuesday)

TIME: 9:30 A.M.

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

Join Zoom Meeting

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

Meeting ID: 546 911 9353

Passcode: 912873

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

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

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

C. Review and approve Minutes of the September 28, 2021 Special Meeting (enclosure).

II. PUBLIC COMMENT

A. _____

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

- Ratify approval of Master Service Agreement for Excavating between the District and Hogan Action Services, Inc.
- Ratify approval of Master Service Agreement for Candelas Medical Retaining Wall Repairs between the District and Miller Wall Company
- Ratify approval of Master Service Agreement for Concrete between the District and Rocosas Concrete LLC.
- Ratify approval of Work Order No. 1 to the Master Service Agreement for Excavating between the District and Hogan Action Services, Inc. for excavating services, in the amount of \$5,800.
- Ratify approval of Change Order No. 5 to the Contract between the District and Hogan Works, LLC, for Candelas Medical Wire Fence, in the amount of \$1,232.50.
- Ratify approval of Work Order No. 1 to the Master Service Agreement for Candelas Medical Retaining Wall Repairs between the District and Miller Wall Company, for retaining wall repairs, in the amount of \$29,993.
- Ratify approval of Work Order No. 1 to the Master Service Agreement for Concrete between the District and Rocosas Concrete LLC, for concrete sidewalk removal and replacement, in the amount of \$2,080.
- Ratify approval of Task Order No. 17-A1 to the Master Service Agreement for Civil Engineering and Surveying Services between the District and Galloway & Company, Inc., for Joyce and Indiana Street landscape, in the amount of \$7,650.
- Ratify approval of Task Order No. 2 to the Agreement for Subsurface Utility Engineering between the District and Goodbee & Associates, L.L.C, for Subsurface Utility Engineering for SH72 over to Denver Water’s Boulder Canal, in the amount of \$17,766.22.
- Ratify approval of Task Order No. 3-A9 to the Service Agreement between the District and Martin/Martin, Inc., for SH93/SH72 Engineering Amendment, in the amount of \$1,500.

IV. FINANCIAL MATTERS

- A. Review and consider approval of the payment of claims through the period ending October 18, 2021, in the amount of \$249,917.37 (enclosure).
 - B. Review and accept cash position statement as of October 20, 2021 (enclosure).
-

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

D. Review Expense Tracking Report (to be distributed) and consider approval of District Expenditures Verification Report (to be distributed).

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

V. MANAGEMENT MATTERS

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

B. Discuss status of FEMA Grant Close-Out (enclosure).

VI. LEGAL MATTERS

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

B. Discuss potential easement relating to the Purchase and Sale Agreement (Water Tank Site).

C. Discuss status of Cost Contribution Agreement between the District and the City of Arvada relative to the Sleeping Indian Tank.

D. Ratify approval of Intergovernmental Agreement by and between the City and County of Denver and Jefferson Center Metropolitan District No. 1 to extend the box culvert to facilitate the undergrounding of a portion of the remainder of the Canal from the Highway 72 right-of-way (enclosure).

E. Discuss and consider approval of Change Order No. 1 to the Service Agreement for Project Management Services between the District and Papillon, LLC (enclosure).

- F. Discuss status of acquisition of Hwy. 72 remnant lot.
-

1. Consider ratification of agreement with McCloud & Associates for a Phase I appraisal, in an amount not to exceed \$2,800 (enclosure).
-

VII. CONSTRUCTION MATTERS

- A. Review Construction Status Report (enclosure).
-

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

- C. Discuss status of State Highway 93 & 72 Box Culvert Project.
-

VIII. CAPITAL IMPROVEMENTS

- A. _____

IX. OTHER BUSINESS

- A. _____

- X. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR NOVEMBER 23, 2021.**

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1 SEPTEMBER 28, 2021

A Special Meeting of the Board of Directors of the Jefferson Center Metropolitan District No. 1 (referred to hereafter as "Board") was convened on Tuesday, September 28, 2021, at 9:30 a.m. Due to concerns regarding the spread of the coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, the 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 Nading
Charles Church McKay
Steven 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.

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

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

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

RECORD OF PROCEEDINGS

ADMINISTRATIVE MATTERS

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

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

Location/Manner 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, due to concerns regarding the spread of the coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, 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/manner 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 24, 2021 Special Meeting.

Following discussion, upon motion duly made by Director J. Nading, seconded by Director Dooling and, upon vote, unanimously carried, the minutes of the August 24, 2021 Special Meeting were approved, as presented.

PUBLIC COMMENT

There were no public comments.

CONSENT AGENDA

The Board considered the following actions:

- Ratify approval of Task Order No. 17-A1 to the Master Service Agreement for Construction Observation and Materials Testing Services between the District and CTL/Thompson, Inc., for Joyce & Indiana Street Landscape, in the amount of \$7,650.00.
- Ratify approval of Task Order No. 22-A5 to the Service Agreement between the District and Martin/Martin, Inc., for Indiana North Infrastructure Design Amendment #5, in the amount of \$34,000.00.
- Ratify approval of Task Order No. 23-A2 to the Service Agreement between the District and Martin/Martin, Inc., for Candelas Indiana Widening Amendment #2, in the amount of \$16,000.00.

RECORD OF PROCEEDINGS

- Ratify approval of Task Order No. 5-A1 to the Master Service Agreement between the District and SWCA, Incorporated, d/b/a SWCA Environmental Consultants, for compliance at Highway 93 and Highway 72 intersection Amendment #1, in the amount of \$2,000.00.

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

FINANCIAL MATTERS

Claims: The Board considered ratification/approval of the payment of claims through the period ending September 21, 2021 in the amount of \$378,520.94.

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

Cash Position: Ms. Tatton reviewed with the Board the statement of Cash Position as of September 22, 2021.

Following discussion, upon motion duly made by Director S. Nading, seconded by Director Bradbury and, upon vote, unanimously carried, the Board accepted the statement of Cash Position as of September 22, 2021.

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

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

District Expenditures Verification Report prepared by Independent District Engineering Services, LLC (“IDES”): Ms. Carbaugh-Gonzales reviewed with the Board IDES’ report entitled “District Expenditures Verification for September 2021,” which summarizes IDES’ review and verification of the expenditures of the District for September 2021 related to certain District construction contracts. The Verification Report identified \$378,520.94 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

RECORD OF PROCEEDINGS

Board determined to accept the District Eligible Expenses in the amount of \$378,520.94.

Future Operation and Maintenance Obligations: Attorney Becher discussed with the Board future operation and maintenance obligations and related budget matters. No action was taken by the Board.

MANAGEMENT MATTERS

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

FEMA Grant Close-Out: Mr. Solin noted that there were no new updates.

LEGAL MATTERS

Verification of Expenditures for Candelas Medical Phase One Improvements: Mr. Back reviewed with the Board the District Engineer's Verification of Expenditures for Candelas Medical Phase One Improvements dated August 24, 2021 in the amount of \$21,381.17.

Following review and discussion, upon motion duly made by Director J. Nading, seconded by Director S. Nading and, upon vote, unanimously carried, the Board ratified approval of the District Engineer's Verification of Expenditures for Candelas Medical Phase One Improvements dated August 24, 2021 in the amount of \$21,381.17.

Verification of Expenditures for Candelas Medical Phase Two Improvements: Mr. Back reviewed with the Board the District Engineer's Verification of Expenditures for Candelas Medical Phase Two Improvements dated August 24, 2021 in the amount of \$73,592.27.

Following review and discussion, upon motion duly made by Director J. Nading, seconded by Director S. Nading and, upon vote, unanimously carried, the Board ratified approval of the District Engineer's Verification of Expenditures for Candelas Medical Phase Two Improvements dated August 24, 2021 in the amount of \$73,592.27.

Disbursement Requests under the Phase One Agreement: The Board reviewed Disbursement Request No. 14 under the Phase One Agreement.

Following review and discussion, upon motion duly made by Director J. Nading, seconded by Director Bradbury and, upon vote, unanimously carried, the Board ratified approval of Disbursement Request No. 14 under the Phase One Agreement, in the amount of \$21,381.17.

RECORD OF PROCEEDINGS

Disbursement Requests under the Phase Two Agreement: The Board reviewed Disbursement Request No. 12 under the Phase Two Agreement.

Following review and discussion, upon motion duly made by Director J. Nading, seconded by Director McKay and, upon vote, unanimously carried, the Board ratified approval of Disbursement Request No. 12 under the Phase Two Agreement, in the amount of \$73,592.77.

SCL Escrow Accounts: Following discussion, upon motion duly made by Director J. Nading, seconded by Director McKay and, upon vote, unanimously carried, the Board directed staff to close the SCL Escrow Accounts and authorized Director Bradbury to send notification to the Title Company.

Intergovernmental Agreement between the District and the City and County of Denver, acting by and through its Board of Water Commissioners (“IGA”): Attorney Becher discussed the status of the IGA with the Board and noted that the IGA has been fully executed. No action is necessary.

Potential Easement Relating to Purchase and Sale Agreement (Water Tank Site): The Board deferred discussion

Proposal from Environmental Designs, Inc. (“EDI”) for 2021-2022 Snow Removal Services: The Board reviewed the proposal from EDI for 2021-2022 snow removal services.

Following discussion, upon motion duly made by Director J. Nading, seconded by Director McKay and, upon vote, unanimously carried, the Board approved the proposal from EDI for 2021-2022 snow removal services.

Proposal from EDI for Landscape Maintenance Services: Mr. Solin discussed with the Board the proposal from EDI for landscape maintenance services.

Following discussion, upon motion duly made by Director J. Nading, seconded by Director McKay and, upon vote, unanimously carried, the Board approved the proposal from EDI for landscape maintenance services.

Addendum to Landscape Maintenance Services from Environmental Designs, Inc. for 2022 tree fertilization: The Board reviewed the Addendum to the Landscape Maintenance Services from Environmental Designs, Inc. for 2022 tree fertilization.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director J. Nading, seconded by Director McKay and, upon vote, unanimously carried, the Board approved the Addendum to the Landscape Maintenance Services from Environmental Designs, Inc. for 2022 tree fertilization.

Addendum to Landscape Maintenance Services from Environmental Designs, Inc. for 2022 native areas: The Board reviewed the Addendum to the Landscape Maintenance Services from Environmental Designs, Inc. for 2022 native areas.

Following discussion, upon motion duly made by Director J. Nading, seconded by Director McKay and, upon vote, unanimously carried, the Board approved the Addendum to the Landscape Maintenance Services from Environmental Designs, Inc. for 2022 native areas.

Cost Contribution Agreement between the District and the City of Arvada relative to the Sleeping Indian Tank: Attorney Becher reported to the Board that her office is in the process of drafting the Cost Contribution Agreement.

Amendment to Service Agreement for Project Management Services between the District and Papillon, LLC: Attorney Becher reported to the Board that her office is in the process of drafting the Amendment.

Engagement of Special Counsel Relative to Application to Colorado Public Utilities Commission: Attorney Becher discussed with the Board engagement of Special Counsel relative to the application to Colorado Public Utilities Commission.

Following review and discussion, upon motion duly made by Director Bradbury, seconded by Director Dooling and, upon vote, unanimously carried, the Board ratified approval of the engagement of Otten, Johnson, Robinson, Neff & Ragonetti, P.C. as special counsel relative to the application to the Colorado Public Utilities Commission.

CONSTRUCTION MATTERS

Construction Status Report: Mr. Back reviewed with the Board the Project Status Report dated September 28, 2021. A copy of the report is attached hereto and incorporated herein by this reference.

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

- Consider approval of Master Service Agreement for Excavating between the District and Hogan Action Services, Inc.

RECORD OF PROCEEDINGS

- Consider approval of Master Service Agreement for Candelas Medical Retaining Wall Repairs between the District and Miller Wall Company
- Consider approval of Master Service Agreement for Concrete between the District and Rocosas Concrete LLC.
- Consider approval of Work Order No. 1 to the Master Service Agreement for Excavating between the District and Hogan Action Services, Inc. for excavating services, in the amount of \$5,800.
- Consider approval of Change Order No. 5 to the Contract between the District and Hogan Works, LLC, for Candelas Medical Wire Fence, in the amount of \$1,232.50.
- Consider approval of Work Order No. 1 to the Master Service Agreement for Candelas Medical Retaining Wall Repairs between the District and Miller Wall Company, for retaining wall repairs, in the amount of \$29,993.
- Consider approval of Work Order No. 1 to the Master Service Agreement for Concrete between the District and Rocosas Concrete LLC, for concrete sidewalk removal and replacement, in the amount of \$2,080.
- Consider approval of Task Order No. 17-A1 to the Master Service Agreement for Civil Engineering and Surveying Services between the District and Galloway & Company, Inc., for Joyce and Indiana Street landscape, in the amount of \$7,650.
- Consider approval of Task Order No. 2 to the Agreement for Subsurface Utility Engineering between the District and Goodbee & Associates, L.L.C, for Subsurface Utility Engineering for SH72 over to Denver Water's Boulder Canal, in the amount of \$17,766.22.
- Consider approval of Task Order No. 3-A9 to the Service Agreement between the District and Martin/Martin, Inc., for SH93/SH72 Engineering Amendment, in the amount of \$1,500.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director J. Nading 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.

CAPITAL IMPROVEMENTS

There were no capital improvements matters presented.

OTHER BUSINESS

The Board discussed quarterly Continuing Disclosure Reports. Mr. Solin will work with Ms. Tatton to provide her with the numbers of permits, square footage and Certificates of Occupancy issued.

Mr. Solin update the Board on the status of communications regarding the acquisition of easements related to lot northeast of Highway 72.

RECORD OF PROCEEDINGS

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting

| Account | PO/Cont | Check # | Invoice | Date | Date Paid | Description | Amount |
|-----------------------------------|---------|---------|------------|------------|------------|---------------------------|-----------|
| 01-000-06750 | 0 | 11116 | 71378 | 09/30/2021 | 10/18/2021 | 09 Legal | 5,446.50 |
| 03-000-06750 | 0 | 11116 | 71378 | 09/30/2021 | 10/18/2021 | 09 Legal | 4,532.00 |
| **** TOTAL **** | | | | | | | 9,978.50 |
| McGeady Becher P.C. | | | | | | | |
| 01-000-06100 | 0 | 11117 | 92867 | 09/30/2021 | 10/18/2021 | 09 Management | 1,889.48 |
| **** TOTAL **** | | | | | | | 1,889.48 |
| Special District Management | | | | | | | |
| 01-000-01380 | 0 | 11118 | POL-7574 | 09/08/2021 | 10/18/2021 | 2022 Board Member Coverag | 450.00 |
| **** TOTAL **** | | | | | | | 450.00 |
| Colorado Spec Dist P&L | | | | | | | |
| 01-000-06850 | 0 | 11119 | 33313 | 08/13/2021 | 10/18/2021 | Notice of Vacancy | 21.72 |
| **** TOTAL **** | | | | | | | 21.72 |
| Colorado Community Media | | | | | | | |
| 03-000-07840 | 0 | 11120 | 668,717,86 | 09/30/2021 | 10/18/2021 | 668,717,862,1481,512 | 60,299.66 |
| **** TOTAL **** | | | | | | | 60,299.66 |
| Martin/Martin | | | | | | | |
| 03-000-07840 | 0 | 11121 | 100558 | 09/14/2021 | 10/18/2021 | 08 JCM-CO, Arvada-Indiana | 462.50 |
| **** TOTAL **** | | | | | | | 462.50 |
| Galloway & Company, Inc. | | | | | | | |
| 01-000-07800 | 0 | 11122 | 08562 | 09/30/2021 | 10/18/2021 | 09 Project Management | 483.00 |
| 03-000-07800 | 0 | 11122 | 08562 | 09/30/2021 | 10/18/2021 | 09 Project Management | 31,547.35 |
| **** TOTAL **** | | | | | | | 32,030.35 |
| IDES, LLC | | | | | | | |
| 03-000-07500 | 0 | 11123 | 2282/2336 | 09/13/2021 | 10/18/2021 | Candelas Stock Pile, King | 1,592.10 |
| **** TOTAL **** | | | | | | | 1,592.10 |
| WYOCO Erosion Control, Inc. | | | | | | | |
| 01-000-07840 | 0 | 11124 | 596971 | 09/30/2021 | 10/18/2021 | Compaction Testing | 187.50 |
| 03-000-07840 | 0 | 11124 | 597346 | 09/30/2021 | 10/18/2021 | Earth Retention Candelas | 740.00 |
| **** TOTAL **** | | | | | | | 927.50 |
| CTL Thompson | | | | | | | |
| 03-000-07800 | 0 | 11125 | 1316 | 10/05/2021 | 10/18/2021 | August Eligible Expenses | 15,140.84 |
| **** TOTAL **** | | | | | | | 15,140.84 |
| Papillon LLC | | | | | | | |
| 03-000-07840 | 0 | 11126 | SWAP0527 | 09/30/2021 | 10/18/2021 | 09 construction observati | 1,361.76 |
| **** TOTAL **** | | | | | | | 1,361.76 |
| Storm Water Asset Protection, LLC | | | | | | | |
| 01-000-07100 | 0 | 11127 | 145036 | 09/24/2021 | 10/18/2021 | 9/13/2021 Irrigation Repa | 134.60 |
| 01-000-07100 | 0 | 11127 | 145101 | 09/24/2021 | 10/18/2021 | 9/16/2021 Irrigation Repa | 760.80 |
| 01-000-07100 | 0 | 11127 | 145453 | 10/01/2021 | 10/18/2021 | 10 Monthly Ground Service | 2,505.69 |
| 01-000-07100 | 0 | 11127 | 145832 | 10/08/2021 | 10/18/2021 | 9/29/2021 Irrigation Repa | 330.70 |
| **** TOTAL **** | | | | | | | 3,731.79 |
| Environmental Designs | | | | | | | |
| 03-000-07840 | 0 | 11128 | 133108 | 09/20/2021 | 10/18/2021 | 9-4-21 Environmental Serv | 189.01 |
| **** TOTAL **** | | | | | | | 189.01 |
| SWCA Incorporated | | | | | | | |
| 01-000-06150 | 0 | 11129 | 1534 | 09/30/2021 | 10/18/2021 | 2020 Audit | 5,350.00 |
| **** TOTAL **** | | | | | | | 5,350.00 |
| Fiscal Focus Partners, LLC | | | | | | | |
| 03-000-07500 | 0 | 11130 | 2021-14 | 09/16/2021 | 10/18/2021 | Fence Installation - 50% | 4,420.00 |
| **** TOTAL **** | | | | | | | 4,420.00 |
| Hogan Works | | | | | | | |

| Account | PO/Cont | Check # | Invoice | Date | Date Paid | Description | Amount |
|--|---------|---------|-----------|--------------|------------|---------------------------|-------------|
| 03-000-07500 | 0 | 11131 | 46468943 | 09/29/2021 | 10/18/2021 | Candelas Diversion Ditch | 5,800.00 |
| **** TOTAL **** Hogan Action Services, Inc. | | | | | | | 5,800.00 |
| 03-000-03311 | 0 | 11132 | 6442R | 08/24/2021 | 10/18/2021 | Retention Candelas Point | 2,298.50 |
| **** TOTAL **** Powell Restoration, Inc | | | | | | | 2,298.50 |
| 03-000-07500 | 0 | 11133 | | 4 08/25/2021 | 10/18/2021 | Phase 2 Concrete & Paving | 87,340.69 |
| 03-000-03311 | 0 | 11133 | | 4 08/25/2021 | 10/18/2021 | Phase 2 Concrete & Paving | (4,367.03) |
| **** TOTAL **** GH Phipps Construction Companies | | | | | | | 82,973.66 |
| 03-000-07500 | 0 | 11134 | 7434SH72B | 10/06/2021 | 10/18/2021 | TO 1 SUE for SH 72 Denver | 21,000.00 |
| **** TOTAL **** Goodbee & Associates, Inc. | | | | | | | 21,000.00 |
| *** GRAND TOTAL *** | | | | | | | 249,917.37 |

1 - \$17,559.99
3 - \$232,357.38

Jefferson Center Metropolitan District No. 1
Cash Position
October 20, 2021

| | First Bank General Fund | First Bank Capital Fund | First Bank Debt | Colotrust General Fund | Colotrust Debt Service Fund | Colotrust Capital | UMB Indiana Escrow | Candelas Medical Escrow Account Phase I | Candelas Medical Escrow Account Phase II | UMB Senior Project Fund | UMB Subordinate Project Fund | Total |
|------------------------------------|-------------------------|-------------------------|-----------------|------------------------|-----------------------------|-------------------|--------------------|---|--|-------------------------|------------------------------|----------------------|
| Balances at 9/22/2021 | 0.00 | 185,292.62 | 0.00 | 454,850.95 | 436,773.63 | 308,778.33 | 3,222.00 | 21,381.17 | 73,592.27 | 5,155,889.86 | 41,318,315.27 | 47,958,096.10 |
| Transfer to UMB | | | | | (360,000.00) | | | | | | | (360,000.00) |
| 9/28/2021 Checks | (21,763.09) | (351,257.85) | (5,500.00) | | | | | | | | | (378,520.94) |
| Xcel Payments | (12.86) | | | | | | | | | | | (12.86) |
| City of Arvada Payments | (3,496.90) | | | | | | | | | | | (3,496.90) |
| Bank Charge | (30.00) | | | | | | | | | | | (30.00) |
| 9/30/2021 Interest Income | | | | 16.52 | | | | | | 78.12 | 628.76 | 723.40 |
| Property taxes received 10/10/2021 | | | | 1,467.44 | 14,674.39 | | | | | | | 16,141.83 |
| Transfer between funds | 25,302.85 | (25,302.85) | | (25,302.85) | | 25,302.85 | | | | | | 0.00 |
| Transfer between funds | | (5,500.00) | 5,500.00 | | (5,500.00) | 5,500.00 | | | | | | 0.00 |
| Project Fund Requisition #17 | | 256,284.41 | | | | | | | | (256,284.41) | | 0.00 |
| Escrow Request #14 Ph I | | 21,381.17 | | | | | | (21,381.17) | | | | 0.00 |
| Escrow Request #12 Ph II | | 73,592.27 | | | | | | | (73,592.27) | | | 0.00 |
| Balance at 10/20/2021 | 0.00 | 154,489.77 | 0.00 | 431,032.06 | 85,948.02 | 339,581.18 | 3,222.00 | 0.00 | 0.00 | 4,899,683.57 | 41,318,944.03 | 47,232,900.63 |

JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1
2020 FORECAST OF GENERAL FUND REVENUES AND EXPENDITURES
AS of 9/30/2021

| | Actual Paid/Received in | | | | | | | | | | Estimated | | | | | | | |
|--|-------------------------|----------------|----------------|--------------|---------------|---------------|----------------|---------------|---------------|-----------------|-----------------|-----------------|----------------|---|----------------|-----------------|-------------------------------|-------------------------------|
| | 2021 Budget | January | February | March | April | May | June | July | August | September | October | November | December | December 2021 received/paid in January 2022 | Total Actual | Total Estimated | Total year to date & estimate | Difference to original budget |
| Revenues: | | | | | | | | | | | | | | | | | | |
| Property taxes (net of AURA increment) | 75,771 | | 260 | 7,284 | 27,734 | 10,548 | 4,126 | 18,940 | 96 | 17 | (299) | 7,067 | | 69,004 | 6,767 | 75,771 | - | |
| Specific ownership taxes | 17,234 | | 1,437 | 1,624 | 1,711 | 1,531 | 1,428 | - | 3,270 | 1,810 | 1,813 | 1,625 | 1,625 | 12,811 | 6,687 | 19,498 | 2,264 | |
| AURA tax increment - District's mill levy | 174,601 | | | | 54,256 | 24,322 | | | 94,363 | | | | | 172,941 | - | 172,941 | (1,660) | |
| Interest Income | - | 49 | 38 | 36 | (84) | 36 | 27 | 27 | 26 | 15 | (32) | 19 | 19 | 170 | 6 | 176 | 176 | |
| Total Revenues | 267,606 | 49 | 1,734 | 8,944 | 83,617 | 36,437 | 5,581 | 18,967 | 97,754 | 1,843 | 1,481 | 8,710 | 1,644 | 1,625 | 254,926 | 13,460 | 268,386 | 780 |
| Expenses: | | | | | | | | | | | | | | | | | | |
| Legal | 55,000 | | 3,791 | | | 9,857 | 6,893 | 4,246 | 3,878 | 3,837 | 4,063 | 4,063 | 4,063 | 4,063 | 32,502 | 16,251 | 48,753 | 6,247 |
| Accounting | 6,000 | | | | | | | | | | 1,500 | 1,500 | 1,500 | 1,500 | - | 6,000 | 6,000 | - |
| Audit | 5,500 | | | | | | | | | | 5,500 | | | | - | 5,500 | 5,500 | - |
| Landscape Maintenance | 35,000 | | | | | | | | | | | | | | - | - | - | 35,000 |
| Monthly Ground Services | | 2,258 | 2,258 | 2,258 | 2,258 | 2,506 | 2,506 | 2,506 | 2,506 | 2,506 | 2,506 | 2,506 | 2,506 | 21,562 | 7,518 | 29,080 | (29,080) | |
| Snow removal | | | 95 | 303 | 1,015 | | | | | | | 500 | 500 | 1,413 | 1,500 | 2,913 | (2,913) | |
| Repairs/Additional Plantings | | | 136 | | | 15,126 | 554 | | 5,044 | 14,445 | | | | 35,305 | - | 35,305 | (35,305) | |
| Management fees | 32,000 | | 1,072 | 1,511 | 1,229 | 1,128 | 915 | 1,368 | 1,330 | | 1,069 | 1,069 | 1,069 | 8,553 | 4,277 | 12,830 | 19,171 | |
| Project Management | - | | 288 | 345 | | 288 | 483 | 345 | 472 | 287 | 314 | 314 | 314 | 2,508 | 1,254 | 3,762 | (3,762) | |
| Elections | 2,000 | | | | | | | | | | | | | - | - | - | 2,000 | |
| Insurance | 5,700 | 5,281 | | 747 | | | | | | | | | | 6,028 | - | 6,028 | (328) | |
| Miscellaneous | 2,000 | 20 | 30 | (10) | | 10 | 10 | 1,654 | 718 | | 270 | 270 | 270 | 2,432 | 811 | 3,243 | (1,243) | |
| Office Supplies | 1,000 | | | | | | | | | | | | | - | - | - | 1,000 | |
| Utilities | 10,000 | | | | | | | | | | | | | - | - | - | 10,000 | |
| Xcel Energy | | 86 | 299 | 84 | 82 | 85 | 77 | 87 | 194 | 13 | 112 | 112 | 112 | 1,007 | 448 | 1,455 | (1,455) | |
| City of Arvada | | 1,212 | 86 | | | | | 382 | | 3,497 | | 1,294 | | 5,177 | 2,589 | 7,766 | (7,766) | |
| Treasurer's fees | 3,756 | | 4 | 109 | 414 | 158 | 62 | 284 | 1 | 0 | (5) | 106 | - | 1,033 | 101 | 1,134 | 2,622 | |
| Transfer to #2 General Fund | 56,032 | | | | 6,940 | | | 9,966 | | | 19,563 | | | 19,563 | 16,906 | 39,126 | 56,032 | - |
| Transfer to Mt Shadows for O&M | 10,353 | | | | | | | | | | | 10,353 | | - | 10,353 | 10,353 | - | |
| Total Expenses (less contingency & reserve) | 224,341 | 8,857 | 8,059 | 5,347 | 11,938 | 29,148 | 11,500 | 19,194 | 15,079 | 25,303 | 34,891 | 22,087 | 10,333 | 28,415 | 134,426 | 95,726 | 230,152 | (5,811) |
| Funds Remaining | 43,265 | (8,808) | (6,325) | 3,596 | 71,679 | 7,289 | (5,919) | (227) | 82,675 | (23,460) | (33,410) | (13,376) | (8,690) | (26,790) | 120,500 | (82,266) | 38,234 | (5,031) |

CONDENSED SOURCES & USES
As of 10/21/21

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

| Pre - December 2, 2019 Summary | | | | | | | | | | | |
|---------------------------------------|-------------------|-------------------------|-------|----------|-------------------|-------------|------------------------|-------------|--------|------------------|----------------|
| SOURCES | | RESIDENTIAL USES | | | | | COMMERCIAL USES | | | | BALANCE |
| Existing Agreements | Beginning Balance | MSMD | CPMD | ARP | Total Residential | Unallocated | Beginning | Allocations | CCLLC | Total Commercial | Unallocated |
| Totals | 1869.24 | 200.00 | 36.00 | 1,039.01 | 1,275.01 | - | 594.23 | 54.50 | 363.05 | 417.55 | 176.68 |

Reconciliation to Post 12/2/19 - JCMD2

| | |
|--------------------------------------|-----------------|
| Ending Balance 12/2/19 | 176.68 |
| Less Restricted Beginning Commercial | <u>(150.00)</u> |
| Unrestricted Available | <u>26.68</u> |
| Plus Options Exercised | 85.05 |
| Plus Options to be Exercised | <u>7.42</u> |
| Net Unrestricted Available | <u>119.15</u> |

Reconciliation to Post 12/2/19 - CCLLC

CCLLC Held Balance 363.05

| Post - 12/2/2019 Allocations | | | | | | | | | | | | | | | | | |
|-------------------------------------|------------------------------|-------------------------|-----------------|-----------|------------------------|------------------------|-----------------------|-----------------|------------------------|-----------------|-------------|---------------------------|------------------|---------------|----------------------|-----------------|---------------------------------|
| SOURCES | | RESIDENTIAL USES | | | | | COMERCIAL USES | | | | | | | | BALANCE | | |
| Sources | Unrestricted Including CCLLC | Whisper Village | Taylor Morrison | Allocated | Unrestricted Available | IGA Restricted Balance | Kentro Retail 1 | Kentro Retail 2 | SCL - Candelas Medical | Whisper Village | Arvada Fire | Freedom Street Restaurant | Total Commercial | Not Allocated | Combined Allocations | CCLLC Available | Restricted Commercial Available |
| Allocations JCMD2 | 119.15 | 33.00 | 86.15 | 119.15 | - | 150.00 | 2.50 | 2.50 | 2.50 | 15.00 | 2.50 | 2.50 | 27.50 | 122.50 | 146.65 | - | 122.50 |
| Allocations CCLLC | 363.05 | - | 224.85 | 224.85 | 138.20 | - | - | - | - | - | | | - | - | 224.85 | 138.20 | - |

COMMERCIAL WATER ALLOCATION COMMITMENTS

As of 10/21/21

| User | Final Tap Size | Final Allocation | Final Letter Date | Preliminary Tap Size | Preliminary Allocation | Preliminary Letter Date | Available Balance (AF) |
|--|----------------|------------------|-------------------|----------------------|------------------------|-------------------------|------------------------|
| Pre-12/2/19 Allocations | | | | | | | |
| Final Allocations | | | | | | | 594.23 |
| Yenter | 1.00 | 1.25 | | | | | 592.98 |
| Plains End | 2.00 | 4.00 | | | | | 588.98 |
| Candelas Parkway Irrigation | 1.00 | 1.25 | | | | | 587.73 |
| King Soopers | 2.00 | 4.00 | 3/20/2019 | | | | 583.73 |
| King Soopers Gas Station | 0.75 | 0.75 | 3/20/2019 | | | | 582.98 |
| King Soopers Retail Center | 2.00 | 4.00 | 3/20/2019 | | | | 578.98 |
| Sautter Arvada School | 1.00 | 1.25 | 3/20/2019 | | | | 577.73 |
| 7-11 | 1.00 | 1.25 | 3/20/2019 | | | | 576.48 |
| Starbucks | 1.00 | 1.25 | 3/20/2019 | | | | 575.23 |
| Three Creeks Elementary | 3.00 | 7.50 | 3/20/2019 | | | | 567.73 |
| Whisper Creek Station - Arvada PD | 1.00 | 1.25 | 3/20/2019 | | | | 566.48 |
| Candelas Point Retail (Block 1, Lot 3) | 1.50 | 2.50 | 3/29/2019 | | | | 563.98 |
| Candelas Point Retail (Block 1, Lot 4) | 1.50 | 2.50 | 3/29/2019 | | | | 561.48 |
| Chase Bank | 1.00 | 1.25 | 4/5/2019 | | | | 560.23 |
| First Bank | 1.00 | 1.25 | 7/30/2019 | | | | 558.98 |
| Wendy's | 1.00 | 1.25 | 7/30/2019 | | | | 557.73 |
| Wild Grass Lot 3 (Bldg. A) | | | | 1.50 | 2.50 | 4/11/2019 | 555.23 |
| Wild Grass Lot 3 (Bldg. B) | | | | 1.50 | 2.50 | 4/11/2019 | 552.73 |
| Wild Grass Lot 3 (Bldg. C) | | | | 2.00 | 4.00 | 4/11/2019 | 548.73 |
| Wild Grass Lot 3 (Bldg. D) | | | | 2.00 | 4.00 | 4/11/2019 | 544.73 |
| Indiana Plaza | | | | 1.00 | 1.25 | 4/19/2019 | 543.48 |
| Primrose School | | | | 1.50 | 2.50 | 4/25/2019 | 540.98 |
| Les Schwab | | | | 1.00 | 1.25 | 8/16/2019 | 539.73 |
| Total | | <u>36.50</u> | | | <u>18.00</u> | | |
| Initial Allocation Not Included | | | | | | | |
| Cimarron Commercial LLC | | | | | 363.05 | | 176.68 |
| Post-12/2/19 Allocations | | | | | | | |
| Beginning Balance | | | | | | | 150.00 |
| Kentro Retail 1 | | | | 1.50 | 2.50 | 10/7/2009 | 147.50 |
| Kentro Retail 2 | | | | 1.50 | 2.50 | 10/7/2019 | 145.00 |
| Candelas Medical - SCL | | | | 1.50 | 2.50 | 10/7/2019 | 142.50 |
| Whisper Village Commercial (TBD) | | | | | 15.00 | | 127.50 |
| Arvada Fire | | | | 1.50 | 2.50 | 3/19/2021 | 125.00 |
| Freedom Street Restaurant | | | | 1.50 | 2.50 | 6/3/2021 | 122.50 |
| Total | | | | | <u>27.50</u> | | |
| Total Acre Feet Remaining Unallocated | | | | | | | 122.50 |

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

RESIDENTIAL WATER ALLOCATION COMMITMENTS
As of 10/21/21

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

From: [Karen Steggs](#)
To: [Karen Steggs](#)
Subject: FW: Activity Notification: Project #741 - Water Control Facilities (Spillway Repair) (L, Cat D) - 4145 (PA) / Jefferson Center Metro District # 2
Date: Tuesday, October 19, 2021 1:53:37 PM

From: CO.EMGrants.com (Chuck Sullivan) <no-reply@emgrants.com>
Sent: Thursday, October 14, 2021 12:49 PM
To: David Solin <dsolin@sdmsi.com>
Subject: Activity Notification: Project #741 - Water Control Facilities (Spillway Repair) (L, Cat D) - 4145 (PA) / Jefferson Center Metro District # 2

Activity Notification

CO.EMGrants.com

From Chuck Sullivan on Oct 14, 2021 at 12:48 PM

[Project #741 - Water Control Facilities \(Spillway Repair\) \(L, Cat D\) - 4145 \(PA\) / Jefferson Center Metro District # 2](#): A note was left for you

Large Project Closeout Notification - This is an official notice that PW 741 for the Jefferson Center Metro District #2 (FIPS: 059-UIEST-00) is closed out by FEMA. The final eligible obligated amount is \$145,209.68. State closeout will be done via the State grant agreement when all large projects have been closed out by FEMA. Please retain this official notice and all project records for a minimum of three (3) years after DR-4145 is officially closed out. The State will notify all applicants of the official closeout date for DR-4145 as the start of the record retention period. If for any reason(s) you would like to request a formal appeal for any determinations made during the Closeout process, please contact CDPS_PA4145@state.co.us within 60 days of receiving this notice.

Colorado DHSEM
<https://CO.EMGrants.com>

To change your email notification preferences, [click here](#)

|

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (“**Agreement**”) is made and entered into this 22nd day of September, 2021, between the **City and County of Denver**, acting by and through its Board of Water Commissioners (“**Board**”), a municipal corporation of the State of Colorado, and **Jefferson Center Metropolitan District No. 1** (the “**District**”), a quasi-municipal corporation and political subdivision of the State of Colorado.

RECITALS

1. As part of the State Highway 93 and State Highway 72 widening project, the District is responsible for the replacement of an existing bridge over the Board’s South Boulder Diversion Conduit (the “**Canal**”) and the replacement of the existing open channel with a box culvert in the Canal.

2. The Board has previously undergrounded a portion of the Canal and desires to coordinate with the District to extend the box culvert to facilitate the undergrounding of a portion of the remainder of the Canal from the Highway 72 right-of-way to an agreed upon point along the Canal.

3. In the interest of providing for the efficient, managed and coordinated financing and construction of the box culvert necessary to facilitate the undergrounding of a portion of the remainder of Canal, the parties desire to enter into this Agreement to set forth the terms and conditions thereof.

4. In accordance with the Colorado Constitution, the District and the Board are authorized to enter into agreements of this nature.

NOW, THEREFORE, the Board and the District agree as follows:

1. COORDINATION AND LIAISON.

A. The District hereby designates Jeff Nading as its authorized representative for purposes of directing and administering the District’s activities under this Agreement (the “**Project Manager**”). The Project Manager has the power generally to oversee construction and act as a liaison between the Board and the District Contractor (as defined below). The District may change its authorized representatives at any time by providing written notice to the Board of such change.

B. The Board’s Chief Engineering Officer is the Board’s authorized representative for purposes of directing and administering the Board’s activities under this Agreement. The Board may change its authorized representative at any time by providing written notice to the District of such change.

2. THE WORK.

A. The District has engaged Martin/Martin, Inc. (“**Martin/Martin**”) for engineering services for the design of the concrete box culvert (the “**Box Culvert**”) and Martin/Martin has prepared the initial design of the Box Culvert as evidenced by the 90% review plans and specifications entitled “South Boulder Diversion Canal 10’X12’ Precast Concrete Box Conduit Connection Under State Highway 72”, dated June 25, 2021 (the “**90% Design Plans**”), as the same have been reviewed and preliminarily accepted by the Board, the Colorado Department of

Transportation, and the City of Arvada, with any additional comments to be incorporated into the final design. The District shall continue to work with Martin/Martin to prepare final design plans for the Box Culvert, as the same shall be deemed “final” upon review and approval by the Board, the Colorado Department of Transportation, and the City of Arvada (the “**Final Design Plans**”).

B. The District will construct and install the Box Culvert and related work in accordance with the Final Design Plans (the “**Work**”). The District is responsible for that portion of the Work within existing Highway 72 right-of-way (the “**District Work**”). The Board is responsible for the remaining portion of Work that is outside of existing Highway 72 right-of-way (the “**Board Work**”). The District has agreed to complete the Board Work on behalf of the Board in accordance with the terms of this Agreement.

3. DESIGN AND CONSTRUCTION.

A. Board Responsibilities

(1) As requested by the District, Board representatives shall attend any pre-bid conference scheduled by the District, assist in the preparation of any required addenda, attend the pre-construction meeting, and attend regularly scheduled construction meetings to address issues related to the Board Work.

(2) The Board shall participate in a final inspection of the Board Work to verify Board Work completion and acceptance.

(3) In performing its construction-related obligations, the Board, unless otherwise directed by the District’s Project Manager, shall not direct the District Contractor, but shall instead provide such direction to the District’s Project Manager.

B. District Responsibilities

(1) The District has publicly bid the Work and has or will award a construction contract for construction of the Work (the “**Construction Contract**”) in accordance with statute. The entity engaged pursuant to the Construction Contract will be referred to herein as the “**District Contractor.**”

(2) The District, through the District Contractor and all other consultants, shall complete the Board Work in accordance with the Final Design Plans, subject to the provisions of Section 4 below. The parties agree that the Final Design Plans, as reviewed and approved by the Board, comply with the Board’s Operating Rules and Engineering Standards.

4. REIMBURSEMENT.

A. The Board shall reimburse the District in the amount of \$232,744.77 (the “**Reimbursement Amount**”) for costs associated with the Board Work, including design, surveying, testing, engineering, construction, installation, permitting, surety, related consultant fees, and construction management. The Reimbursement Amount is based on bids received for the Work and the allocation of the same between the District Work and the Board Work as shown on Exhibit A and incorporated herein by reference.

B. In the event the District determines that the cost of the Board Work will exceed the Reimbursement Amount, the District shall provide notice to the Board and the parties shall discuss how to fund any additional costs of the Board Work.

C. The Board shall pay the District fifty percent (50%) of the Reimbursement Amount (equaling \$116,372.39) in one lump sum payment within thirty (30) days of completion of the Board Work, as evidenced by written notice from the District to the Board. The Board shall pay the remaining fifty percent (50%) of the Reimbursement Amount (equaling \$116,372.38) in one lump sum payment within thirty (30) days of initial acceptance of the Board Work, as evidenced by a written notice from the Board to the District.

5. RECORDS AND AUDITS. The District shall at all times maintain a system of accounting records in accordance with its normal procedures, together with supporting documentation for all Board Work under this Agreement, which shall be made available for audit and reproduction by the Board at the Board's request. The parties agree that, for a period of at least three (3) years from the final scheduled payment under this Agreement, any duly authorized representative of the District or the Board shall have access to and the right to examine any directly pertinent books, documents, papers, and records of the parties involving the transactions and other activities related to this Agreement.

6. BEST EFFORTS. The District and the Board agree to work diligently together, and in good faith, using their best efforts to resolve any unforeseen issues and disputes regarding the design, construction, completion, and acceptance of the Board Work.

7. INSPECTION AND ACCEPTANCE.

A. The Board will be allowed to and shall undertake such inspections as it deems necessary to verify that the Board Work is being constructed in accordance with the Final Design Plans. If the Board observes that the Board Work is not being constructed in accordance with the Final Design Plans, then the Board shall provide timely written notice of the alleged deviations from the Final Design Plans to the Project Manager and the District. The District shall have thirty (30) days after receipt of such written notice to either evidence compliance with the Final Design Plans or provide the Board with a timeline and action plan detailing the work necessary to correct the alleged deviations from the Final Design Plans.

B. At completion, the District shall furnish as-built drawings of the Board Work to the Board. The District or its contractor shall provide to the Board, within thirty (30) days or at an agreed-upon specified time frame after completion of the Board Work, a final "**Record Drawing Package.**" This package must clearly indicate all changes, additions, deletions, and deviations from the Final Design Plans and any additional information discovered or determined to be relevant (e.g., unknown interference that was discovered but not shown on the "**Final for Construction**" drawings). This will also include any changes or clarifications made via the contractor's request for information, field modifications, work change directive, change order, or contract/IGA amendment. All record drawings shall meet Denver Water's latest AutoCAD standards, Engineering Standards, and/or Capital Project Construction Standards. The Record Drawing Package must include the following items at a minimum:

- PDF redline markups
- PDF as-built drawings
- AutoCAD (Water Only) drawing file with all information and changes shown

8. OWNERSHIP AND MAINTENANCE. Upon completion, inspection, and acceptance of the Board Work as evidenced by a certificate or other similar documentation issued by the Board, the Board shall own and operate the completed Board Work. The District shall ensure the District Contractor is responsible for all costs associated with the maintenance,

repair, and replacements of the Board Work for a period of one (1) year following the Board's acceptance. Upon the Board's acceptance of the Board Work, the District shall deliver a bill of sale to the Board for the Board Work.

9. **LIABILITY.** Each party shall be liable for the errors and omissions of its agents and employees to the extent provided by the Colorado Governmental Immunity Act. This obligation shall survive termination of the Agreement.

10. **NOTICES.** All notices required or given under this Agreement shall be in writing and shall be deemed effective: (a) when delivered personally to the other party; or (b) seven days after posting in the United States mail, first-class postage prepaid, and properly addressed as follows; or (c) when sent by email transmission and the receipt is confirmed by return email transmission.

If sent to the District: Jefferson Center Metropolitan District No. 1, c/o McGeady Becher P.C., 450 E. 17th Avenue, Suite 400, Denver, Colorado 80203; legalnotices@specialdistrictlaw.com

If sent to the Board: Robert Mahoney, Chief Engineering Officer, Distribution Engineering, Denver Water, 1600 West 12th Avenue, Denver, Colorado 80204; Robert.mahoney@denverwater.org

or such other persons or addresses as the parties may have designated in writing.

11. **NO DISCRIMINATION IN EMPLOYMENT.** In connection with the performance of work under this Agreement, the parties agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability. The parties further agree to insert the foregoing or a similar provision in all contracts entered into in furtherance of this Agreement.

12. **CONFLICT OF INTEREST.** The parties agree that no official, officer, or employee of the District or of the Board shall have any personal or beneficial interest whatsoever in the Work, related services, or property described herein.

13. **SUBJECT TO LOCAL LAWS; VENUE.** Each and every term, provision, or condition herein is subject to and shall be construed in accordance with the provisions of Colorado law, the Charter of the County of Denver, and the applicable ordinances, regulations, executive orders, or fiscal rules, enacted or promulgated pursuant thereto. The Charter and Revised Municipal Code of the County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the District and County of Denver, Colorado.

14. **GOVERNMENTAL IMMUNITY ACT.** The parties understand and agree that the parties are relying upon and have not waived the monetary limitations and all other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as it may be amended from time to time.

15. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Board and the District as to the subject matter hereof, and it replaces all prior written

or oral agreements and understandings. It may be altered, amended, or repealed only by a duly executed written instrument.

16. NO THIRD PARTY BENEFICIARIES. Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement shall be strictly reserved to the District and the Board; nothing contained in this Agreement shall give or allow any such claim or right of action by any other person or third party.

17. EXECUTION OF AGREEMENT. This Agreement is expressly subject to, and shall not be or become effective or binding on the District and the Board until fully executed by all signatories of the Board and the District.


18. EFFECTIVE DATE AND TERMINATION. This Agreement shall become effective as of the date set out on the first page hereof, upon execution by both parties. This Agreement shall expire, unless earlier terminated or otherwise stated herein, upon completion of the Board Work and the Board reimbursing the District for all costs associated with the Board Work. Either party may terminate the Agreement on thirty days' written notice for cause in the event the other party fails to comply with any term or condition contained herein.

19. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS. The Board consents to the use of electronic signatures by the District. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the District in the manner specified by the District. The parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature on the grounds that it is an electronic record, an electronic signature, that it is not in its original form, or is not an original.


[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE 1 of 2 TO INTERGOVERNMENTAL AGREEMENT]

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

By: 
President

Attest:


Secretary

[SIGNATURE PAGE 2 of 2 TO INTERGOVERNMENTAL AGREEMENT]

ATTEST:

CITY AND COUNTY OF DENVER, acting
by and through its BOARD OF WATER
COMMISSIONERS

DocuSigned by:


By: _____
DEDE0A39B77B484...
Jim Lochhead, CEO/Manager

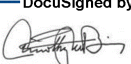

DocuSigned by:

By: _____
964769B3F85A4EA...
Gary Reiff, President

APPROVED

REGISTERED AND COUNTERSIGNED
CITY AND COUNTY OF DENVER

DocuSigned by:

By: _____
FB6A4B37EDF6416...
Bob Mahoney, Chief Engineering Officer

DocuSigned by:

By: _____
DS

DBC87E81F4174C9...
Timothy M. O'Brien, CPA, Auditor

APPROVED AS TO FORM:


DocuSigned by:

By: _____
C20B8722F4034CD...
Office of General Counsel

EXHIBIT A
PRELIMINARY COSTS AND ALLOCATION

Hwy 72 Box Culvert & Bridge Replacement
Cost Summary

7/27/2021

Allocation Parameters

Percentage of Cost:

| | |
|--------------|----------------|
| JCMD | 85.55% |
| Denver Water | 14.45% |
| Total | 100.00% |

| Description | Cost | JCMD Allocation | | DW Allocation | | Total | | Notes | |
|---|-----------------------|-----------------|-----------------------|---------------|---------------------|---------|-----------------------|----------------|-----------|
| | | % | Cost | % | Cost | % | Cost | | |
| Design Costs | | | | | | | | | % of cost |
| Martin/Martin Engineering | | | | | | | | | |
| Task Order 3-A4 | \$73,100.00 | 85.55% | \$62,539.06 | 14.45% | \$10,560.94 | 100.00% | \$73,100.00 | | |
| Task Order 3-A5 | \$5,000.00 | 85.55% | \$4,277.64 | 14.45% | \$722.36 | 100.00% | \$5,000.00 | | |
| Task Order 3-A6 | \$12,200.00 | 85.55% | \$10,437.43 | 14.45% | \$1,762.57 | 100.00% | \$12,200.00 | | |
| CTL Thompson Geotech Report | \$4,000.00 | 85.55% | \$3,422.11 | 14.45% | \$577.89 | 100.00% | \$4,000.00 | | |
| Badger Daylighting - Potholing | \$7,170.00 | 85.55% | \$6,134.13 | 14.45% | \$1,035.87 | 100.00% | \$7,170.00 | | |
| Goodbee SUE | \$14,300.00 | 85.55% | \$12,234.04 | 14.45% | \$2,065.96 | 100.00% | \$14,300.00 | | |
| Legacy Traffic | \$1,430.00 | 85.55% | \$1,223.40 | 14.45% | \$206.60 | 100.00% | \$1,430.00 | | |
| Allowance for Additional Services | \$10,000.00 | 85.55% | \$8,555.27 | 14.45% | \$1,444.73 | 100.00% | \$10,000.00 | | |
| Survey / Staking | \$4,000.00 | 85.55% | \$3,422.11 | 14.45% | \$577.89 | 100.00% | \$4,000.00 | | |
| Subtotal Design Costs | \$131,200.00 | | \$112,245.20 | | \$18,954.80 | | \$131,200.00 | | |
| Testing and Quality Control | | | | | | | | | |
| CTL Thompson - Testing Allowance | \$10,000.00 | 85.55% | \$8,555.27 | 14.45% | \$1,444.73 | 100.00% | \$10,000.00 | | |
| Allowance for As-builts | \$5,000.00 | 85.55% | \$4,277.64 | 14.45% | \$722.36 | 100.00% | \$5,000.00 | | |
| Subtotal Testing and Quality Control | \$15,000.00 | | \$12,832.91 | | \$2,167.09 | | \$15,000.00 | | |
| Construction | | | | | | | | | |
| See Bid Tab Worksheet | \$1,081,921.00 | | \$925,613.10 | | \$156,307.90 | 0.00% | \$1,081,921.00 | | |
| Bidding and Construction Contingency; 25% | \$270,480.25 | | \$231,403.28 | | \$39,076.97 | 0.00% | \$270,480.25 | | |
| Subtotal Construction | \$1,352,401.25 | | \$1,157,016.38 | | \$195,384.87 | | \$1,352,401.25 | | |
| Subtotal | \$1,498,601.25 | | \$1,282,094.49 | | \$216,506.76 | | \$1,498,601.25 | | |
| Construction and Project Management | | | | | | | | | |
| Construction Management - IDES | 3.50% | | \$44,873.31 | | \$7,577.74 | | \$52,451.04 | | |
| Project Management - Papillon | 4.00% | | \$51,283.78 | | \$8,660.27 | | \$59,944.05 | | |
| Subtotal Box Culvert Items | | | \$96,157.09 | | \$16,238.01 | | \$112,395.09 | | |
| | | | | | | | | | |
| | | | \$1,378,251.58 | | \$232,744.77 | | \$1,610,996.34 | \$1,610,996.34 | |

Bid Tabulation
Hwy 72 Box Culvert & Bridge Replacement

7/27/2021

Contractor: JBS Pipeline Contractors, LLC
 8600 Verbena Street
 Commerce City, CO 80022

Owner: Jefferson Center Metro District No. 1
 c/o McGeady Becher, P.C.
 450 E. 17th Avenue, Suite 400
 Denver, CO 80203-1214

| Item Code | Item Description | Unit | Qty | Low Bid Unit Price | Extension |
|---------------------------------------|--|-------|--------|--------------------|---------------------|
| General Items | | | | | |
| 1 | Mobilization & Insurance | LS | 1 | \$59,500.00 | \$59,500.00 |
| 2 | Bonds | LS | 1 | \$20,705.00 | \$20,705.00 |
| 3 | Bond Percentage for Change Orders | % | | 1.50% | \$0.00 |
| 4 | Survey / Staking | LS | 1 | \$9,100.00 | \$9,100.00 |
| Subtotal General Items | | | | | \$89,305.00 |
| Erosion Control | | | | | |
| 5 | Erosion Control Improvements | LS | 1 | \$4,800.00 | \$4,800.00 |
| 6 | Drill Seed and Crimp Mulch | AC | 1 | \$2,350.00 | \$2,350.00 |
| Subtotal Erosion Control Items | | | | | \$7,150.00 |
| Demolition | | | | | |
| 7 | Sawcut Pavement | LF | 78 | \$4.00 | \$312.00 |
| 8 | Removal of Asphalt | SF | 4,700 | \$3.00 | \$14,100.00 |
| 9 | Removal of Striping | LS | 1 | \$5,980.00 | \$5,980.00 |
| 10 | Removal of Bridge Structure | LS | 1 | \$35,600.00 | \$35,600.00 |
| 11 | Guardrail Removal | LF | 600 | \$13.00 | \$7,800.00 |
| 12 | Fence Removal | LF | 1 | \$2,900.00 | \$2,900.00 |
| 13 | Removal of RipRap | CY | 89 | \$130.00 | \$11,570.00 |
| 14 | Removal of 12" RCP Culvert | LS | 1 | \$4,620.00 | \$4,620.00 |
| Subtotal Demolition Items | | | | | \$82,882.00 |
| Reconstruction | | | | | |
| 15 | Aggregate Base Course | CY | 174 | \$78.00 | \$13,572.00 |
| 16 | Hot Mix Asphalt | SY-IN | 4,680 | \$8.40 | \$39,312.00 |
| 17 | Pavement Marking - Thermoplastic | LS | 1 | \$9,590.00 | \$9,590.00 |
| 18 | Replace Fencing | LF | 1 | \$4,870.00 | \$4,870.00 |
| Subtotal Reconstruction Items | | | | | \$67,344.00 |
| Shoofly Construction | | | | | |
| 19 | Earthwork & Fine Grading | LS | 1 | \$8,930.00 | \$8,930.00 |
| 20 | Aggregate Base Course | CY | 610 | \$74.00 | \$45,140.00 |
| 21 | Hot Mix Asphalt | SY-IN | 16,614 | \$8.00 | \$132,912.00 |
| 22 | Pavement Marking - Solid | LF | 2,650 | \$1.25 | \$3,312.50 |
| 23 | Pavement markings - Dashed | LF | 100 | \$1.25 | \$125.00 |
| 24 | Temporary Barrier | LS | 1 | \$7,750.00 | \$7,750.00 |
| 25 | Traffic Control - Drums | EA | 35 | \$71.00 | \$2,485.00 |
| 26 | Type 3 Barricade | EA | 4 | \$91.00 | \$364.00 |
| 27 | Construction Signs | EA | 25 | \$170.00 | \$4,250.00 |
| 28 | Sand Barrels | EA | 24 | \$174.00 | \$4,176.00 |
| 29 | Traffic Control Signal | LS | 1 | \$41,000.00 | \$41,000.00 |
| 30 | Construction Lights | EA | 4 | \$6,000.00 | \$24,000.00 |
| 31 | Removal of Shoofly and Restore | LS | 1 | \$32,100.00 | \$32,100.00 |
| Subtotal Shoofly Items | | | | | \$306,544.50 |
| Box Culvert Construction | | | | | |
| 32 | Structure Excavation | CY | 589 | \$30.00 | \$17,655.00 |
| 33 | Structure Backfill (Class 1) | CY | 2,033 | \$49.50 | \$100,633.50 |
| 34 | Bedding, Aggregate Base Course (Class 6) | CY | 101 | \$87.00 | \$8,787.00 |
| 35 | Concrete Class D (Box Collar) | CY | 10 | \$790.00 | \$7,900.00 |
| 36 | Reinforcing Steel (Box Collar) | LB | 1,500 | \$2.00 | \$3,000.00 |
| 37 | 10 Foot x 12 Foot Precast Box Culvert | LF | 131 | \$1,895.00 | \$248,245.00 |
| 38 | Manhole | EA | 1 | \$3,450.00 | \$3,450.00 |
| 39 | South Retaining / Head Wall | LS | 1 | \$56,365.00 | \$56,365.00 |
| 40 | North Temporary Wall Retaining Wall | LS | 1 | \$40,785.00 | \$40,785.00 |
| 41 | 8' Chainlink Fence with Barbed Wire Top (CDOT M-607-2) | LF | 650 | \$56.00 | \$36,400.00 |

| Allocation Parameters | | | | | |
|---|----|--------------|---------------|--------------|----------------|
| LF RATIO: Box Culvert Length | | | JCMD % | DW % | Total % |
| ROW | LF | 105 | 77.21% | | 77.21% |
| ROW to Collar | LF | 26 | | 19.12% | 19.12% |
| Collar to ROW | LF | 5 | | 3.68% | 3.68% |
| Total Length | LF | 136 | 77.21% | 22.79% | 100.00% |
| Cost RATIO: Percentage of Cost Without General Items | | | | | |
| JCMD | | \$849,210.22 | 85.55% | | |
| Denver Water | | \$143,405.78 | 14.45% | | |
| Total | | \$992,616.00 | 100.00% | \$992,616.00 | \$1,081,921.00 |

| JCMD Allocation | | DW Allocation | | Total | | Notes |
|------------------------|--------------|----------------------|-------------|---------------------|--------------|--------------|
| % | Cost | % | Cost | % | Cost | |
| 85.55% | \$50,903.88 | 14.45% | \$8,596.12 | 100.00% | \$59,500.00 | % of cost |
| 85.55% | \$17,713.70 | 14.45% | \$2,991.30 | 100.00% | \$20,705.00 | Cost Ratio |
| 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | |
| 85.55% | \$7,785.30 | 14.45% | \$1,314.70 | 100.00% | \$9,100.00 | Cost Ratio |
| \$76,402.88 | | \$12,902.12 | | \$89,305.00 | | |
| 77.21% | \$3,705.88 | 22.79% | \$1,094.12 | 100.00% | \$4,800.00 | LF Ratio |
| 77.21% | \$1,814.34 | 22.79% | \$535.66 | 100.00% | \$2,350.00 | LF Ratio |
| \$5,520.22 | | \$1,629.78 | | \$7,150.00 | | |
| 100.00% | \$312.00 | 0.00% | \$0.00 | 100.00% | \$312.00 | JCMD |
| 100.00% | \$14,100.00 | 0.00% | \$0.00 | 100.00% | \$14,100.00 | JCMD |
| 100.00% | \$5,980.00 | 0.00% | \$0.00 | 100.00% | \$5,980.00 | JCMD |
| 100.00% | \$35,600.00 | 0.00% | \$0.00 | 100.00% | \$35,600.00 | JCMD |
| 100.00% | \$7,800.00 | 0.00% | \$0.00 | 100.00% | \$7,800.00 | JCMD |
| 100.00% | \$2,900.00 | 0.00% | \$0.00 | 100.00% | \$2,900.00 | JCMD |
| 100.00% | \$11,570.00 | 0.00% | \$0.00 | 100.00% | \$11,570.00 | JCMD |
| 100.00% | \$4,620.00 | 0.00% | \$0.00 | 100.00% | \$4,620.00 | JCMD |
| \$82,882.00 | | \$0.00 | | \$82,882.00 | | |
| 100.00% | \$13,572.00 | 0.00% | \$0.00 | 100.00% | \$13,572.00 | JCMD |
| 100.00% | \$39,312.00 | 0.00% | \$0.00 | 100.00% | \$39,312.00 | JCMD |
| 100.00% | \$9,590.00 | 0.00% | \$0.00 | 100.00% | \$9,590.00 | JCMD |
| 100.00% | \$4,870.00 | 0.00% | \$0.00 | 100.00% | \$4,870.00 | JCMD |
| \$67,344.00 | | \$0.00 | | \$67,344.00 | | |
| 100.00% | \$8,930.00 | 0.00% | \$0.00 | 100.00% | \$8,930.00 | JCMD |
| 100.00% | \$45,140.00 | 0.00% | \$0.00 | 100.00% | \$45,140.00 | JCMD |
| 100.00% | \$132,912.00 | 0.00% | \$0.00 | 100.00% | \$132,912.00 | JCMD |
| 100.00% | \$3,312.50 | 0.00% | \$0.00 | 100.00% | \$3,312.50 | JCMD |
| 100.00% | \$125.00 | 0.00% | \$0.00 | 100.00% | \$125.00 | JCMD |
| 100.00% | \$7,750.00 | 0.00% | \$0.00 | 100.00% | \$7,750.00 | JCMD |
| 100.00% | \$2,485.00 | 0.00% | \$0.00 | 100.00% | \$2,485.00 | JCMD |
| 100.00% | \$364.00 | 0.00% | \$0.00 | 100.00% | \$364.00 | JCMD |
| 100.00% | \$4,250.00 | 0.00% | \$0.00 | 100.00% | \$4,250.00 | JCMD |
| 100.00% | \$4,176.00 | 0.00% | \$0.00 | 100.00% | \$4,176.00 | JCMD |
| 100.00% | \$41,000.00 | 0.00% | \$0.00 | 100.00% | \$41,000.00 | JCMD |
| 100.00% | \$24,000.00 | 0.00% | \$0.00 | 100.00% | \$24,000.00 | JCMD |
| 100.00% | \$32,100.00 | 0.00% | \$0.00 | 100.00% | \$32,100.00 | JCMD |
| \$306,544.50 | | \$0.00 | | \$306,544.50 | | |
| 77.21% | \$13,630.70 | 22.79% | \$4,024.30 | 100.00% | \$17,655.00 | LF Ratio |
| 77.21% | \$77,694.98 | 22.79% | \$22,938.52 | 100.00% | \$100,633.50 | LF Ratio |
| 77.21% | \$6,784.08 | 22.79% | \$2,002.92 | 100.00% | \$8,787.00 | LF Ratio |
| 0.00% | \$0.00 | 100.00% | \$7,900.00 | 100.00% | \$7,900.00 | Denver Water |
| 0.00% | \$0.00 | 100.00% | \$3,000.00 | 100.00% | \$3,000.00 | Denver Water |
| 77.21% | \$191,659.74 | 22.79% | \$56,585.26 | 100.00% | \$248,245.00 | LF Ratio |
| 0.00% | \$0.00 | 100.00% | \$3,450.00 | 100.00% | \$3,450.00 | Denver Water |
| 100.00% | \$56,365.00 | 0.00% | \$0.00 | 100.00% | \$56,365.00 | JCMD |
| 100.00% | \$40,785.00 | 0.00% | \$0.00 | 100.00% | \$40,785.00 | JCMD |
| 0.00% | \$0.00 | 100.00% | \$36,400.00 | 100.00% | \$36,400.00 | Denver Water |

Bid Tabulation

Hwy 72 Box Culvert & Bridge Replacement

7/27/2021

Contractor: JBS Pipeline Contractors, LLC
8600 Verbena Street
Commerce City, CO 80022

Owner: Jefferson Center Metro District No. 1
c/o McGeady Becher, P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80203-1214

| Item Code | Item Description | Unit | Qty | Low Bid Unit Price | Extension |
|-----------------------------------|--------------------------------|------|-----|--------------------|-----------------------|
| 42 | 12' Wide Chainlink Fence Gates | EA | 3 | \$1,825.00 | \$5,475.00 |
| Subtotal Box Culvert Items | | | | | \$528,695.50 |
| Total | | | | | \$1,081,921.00 |

Contractor Representative: _____

Title: _____

Date: _____

| Allocation Parameters | | | | | |
|---|----|--------------|---------------|---------------|----------------|
| LF RATIO: Box Culvert Length | | | JCMD % | DW % | Total % |
| ROW | LF | 105 | 77.21% | | 77.21% |
| ROW to Collar | LF | 26 | | 19.12% | 19.12% |
| Collar to ROW | LF | 5 | | 3.68% | 3.68% |
| Total Length | LF | 136 | 77.21% | 22.79% | 100.00% |
| Cost RATIO: Percentage of Cost Without General Items | | | | | |
| JCMD | | \$849,210.22 | 85.55% | | |
| Denver Water | | \$143,405.78 | 14.45% | | |
| Total | | \$992,616.00 | 100.00% | \$992,616.00 | \$1,081,921.00 |

| JCMD Allocation | | DW Allocation | | Total | | Notes |
|-----------------|---------------------|---------------|---------------------|---------|-----------------------|--------------|
| % | Cost | % | Cost | % | Cost | |
| 0.00% | \$0.00 | 100.00% | \$5,475.00 | 100.00% | \$5,475.00 | Denver Water |
| | \$386,919.50 | | \$141,776.00 | | \$528,695.50 | |
| | \$925,613.10 | | \$156,307.90 | | \$1,081,921.00 | |

**CHANGE ORDER TO SERVICE AGREEMENT
FOR PROJECT MANAGEMENT SERVICES**

| | |
|---|---|
| Change Order No: 1 | Date Issued: |
| Name of Agreement: Service Agreement for Project Management Services (the “Service Agreement”) | |
| Date of Agreement: May 23, 2017 | District: Jefferson Center Metropolitan District No. 1 |
| Other Party/Parties: Papillon, LLC | |

CHANGE IN COMPENSATION (describe):
The District shall pay the Consultant a one-time payment of Thirty-Five Thousand Dollars (\$35,000) in recognition of the services performed, including, but not limited to, the negotiation and coordination with the City of Arvada (“Arvada”) staff, relative to the acquisition and conveyance of that certain property known as the “Tank Site” pursuant to certain purchase and sale agreements. Arvada will use the Tank Site to construct one or more water tanks. Arvada has agreed to credit to the District five hundred thousand (500,000) gallons of water storage capacity in one of the water tanks.

The fee is calculated at a rate of four percent (4%) of the acquisition cost of the Water Tank Site, being Eight Hundred Seventy-Five Thousand Dollars (\$875,000), as evidenced by the invoice attached hereto as **Attachment 1**.

Notwithstanding the above, Section 2.1 of the Service Agreement remains unchanged and in full force and effect.

| | |
|--|---|
| CHANGE IN AGREEMENT PRICE: | CHANGE IN TERM OF AGREEMENT: |
| Original Price: See Section 2.1 of the Service Agreement | Original Term: Satisfactory completion of the Services |
| Increase of this Change Order: Thirty-Five Thousand Dollars (\$35,000) (One-Time Payment) | New Term: Not Applicable |
| Price with all Approved Change Orders: See Section 2.1 of the Service Agreement plus Thirty-Five Thousand Dollars (\$35,000) | Agreement Time with all Approved Change Orders: Satisfactory completion of the Services |

APPROVED:

By: _____

**Jefferson Center Metropolitan District
No. 1**

APPROVED:

By: _____

Papillon, LLC

ATTACHMENT 1

MC CLOUD & ASSOCIATES

Real Estate Appraisers and Consultants

P. O. Box 295

Parker, Colorado 80134

Harold S. McCloud, MAI, AI-GRS
hdmcloud@comcast.net

(720) 747-4710

Specializing in Special
Purpose Property & General
Property Appraisals

October 19, 2021

Jefferson Center Metropolitan District #1
c/c David Solin, District Manager
141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898
dsolin@sdmsi.com

RE: Parcel Number 300205259
North Side Highway 72, west of Indian Street.
Arvada, Colorado

Dear Mr. Solin:

This letter is to serve as a bid estimate for professional appraisal services to be rendered by **McCloud & Associates** (hereinafter referred to as “the appraiser”) and **Jefferson Center Metropolitan District #1** (herein after referred to as “the client”).

The appraiser agrees to provide a Restricted Appraisal report of the above referenced property. The effective date of the report is the most recent date of inspection. The appraisal report will conform to the *Uniform Standards of Professional Appraisal Practice* (USPAP) promulgated by the *Appraisal Standards Board of the Appraisal Foundation*. The intended user of the appraisal report is the client and their legal counsel. The appraiser’s conclusions in Phase I are intended to be used for good faith negotiations with the owner for the acquisition of the above referenced property. Phase II of the assignment is to provide an Eminent Domain Appraisal Report.

The Restricted Appraisal will be delivered to the client in a PDF format on or before 30 days after the acceptance of the engagement letter. The final completion date is dependent on the appraiser receiving approval to proceed by signing and returning the executed contract to the appraiser within five days from the date of this letter. The delivery date may be extended when delays occur for reasons beyond the control of the appraiser or if the scope of the assignment is changed. The fee for professional services to be rendered under Phase I is **\$2,800.00**, which is payable upon the delivery of the appraisal report. Phase II of this assignment is to complete an Appraisal Report of the above captioned property for Eminent Domain Purposes. Phase II will commence upon written instructions from the client to proceed. The completion date for the Phase II report is to be negotiated at that time. The fee for Phase II is **\$1,200.00**, which is due upon completion and delivery of the PDF report.


In the event that this contract is not executed within five business days, all references regarding appraisal fee and delivery date are null and void and no other representations will be accepted unless with the prior written approval of the appraiser.

If, at some time after the appraiser commences this appraisal assignment, the client decides to cancel or modify this contract, written notice signed by client of such intent shall be delivered to the appraiser. In such case, it is agreed that the appraiser shall receive compensation from the client for all time spent on this appraisal assignment at the rate of **\$200.00** per hour not to exceed **\$4,000.00**, which includes Phase II. Should the client decide to modify this contract, the amount of compensation owed to the appraiser shall be agreed upon in writing by the parties. In addition, the cost to the appraiser for exhibits, surveys, photos, consultant fees, depositions, etc. spent prior to receipt of written notice to stop work shall be due and payable to the appraiser at cost with no markup. All costs associated with the appraisal assignment, if complete, are contained within appraisal fees as stated in the letter of engagement. No additional costs to the client for such things as exhibits, surveys, photos, copying costs, travel costs, etc. will be billed unless agreed upon in writing by the parties.

The appraiser shall not be required to give testimony or be in attendance at arbitration, mediation or in court by reason of this report unless prior arrangements have been made in writing. If any deposition, arbitration, courtroom or administrative testimony is required in connection with this report, a fee of **\$300.00** per hour, with a minimum ½ day fee shall be charged for those services. Additional work scope requests beyond the original report requiring the Appraiser will be billed at **\$200.00** per hour. Any support administrative charges associated with any attorney requests pertaining to this assignment will be billed at \$50.00/hour plus \$0.15/copy.

If this proposal meets with your approval, please execute both copies of the document and return one copy to me.

Sincerely,



Harold S. McCloud, MAI, AI-GRS
Certified General Appraiser in
Colorado #CG01313633

ACCEPTED By:



By: **Jefferson Center Metropolitan District #1**

10 / 19 / 2021

Date

Qualifications of the Appraiser

NAME: Harold S. McCloud

EDUCATION: Bachelor of Arts, Metropolitan State College Major: History;
Minor: Real Estate

APPRAISAL ASSOCIATIONS: **MAI** (Member, Appraisal Institute),
Certificate No. 9758, December 1992
AI-GRS (General Review Specialist)
Appraisal Institute - Colorado Chapter President 2006
Approved Appraiser - Colorado Department of Transportation
Review Appraiser - Colorado Department of Transportation
Review Appraiser – Federal Aviation Administration (FAA)

MEMBER OF: President, Parker Properties I (Closed), Canterbury I & II
Metropolitan Districts, 1990-2018
President-Canterberry Crossing (1,700 homes) 1993-2000
Council-Member-Town of Parker 1994-1996
Member: DRCOG, CML & E-470 Authority 1994-1996
Member: National Golf Foundation - 1996-2014

STAFF INSTRUCTOR: Construction Lending School current, Arapahoe Community
College and Emily Griffith Opportunity School - 1993-1999
Marshall & Swift – Marshall Valuation Service

APPRAISAL INSTITUTE INSTRUCTOR:
Course-Appraisal Principles
Course-Appraisal Procedures
Course-Sales Comparison Approach
Course-Site Valuation & Cost Approach
Course-Income Capitalization Approach Part I
Course-Income Capitalization Approach Part II
Course-Business Practices and Ethics
Course-Real Estate Finance, Statistics & Valuation Modeling
Course-Review Theory
Course-Market Analysis & Highest and Best Use
Course-Advanced Market Analysis & Highest and Best Use
Course-Advanced Income Capitalization Approach
Course-Advanced Concepts & Case Studies
Various one-day seminars

- Solving Land Valuation Puzzles
- Advanced Land Valuation
- Marketability Studies: 6 Step Process Basic Applications
- Two-Day Advanced Income Capitalization/Part A & Part B

LICENSES:

Certified General Appraiser in Colorado - #CGO1313633
Colorado Real Estate Broker - #ER01100755
Class B Contractors License (inactive)
Certified – Master Scuba Diver



BUSINESS

AFFILIATIONS:

McCloud & Associates
P. O. Box 295
Parker, Colorado 80134
Telephone: 720-747-4710
E-Mail: hdmcccloud@comcast.net

APPRAISAL EXPERIENCE:

Land: Commercial pads, residential, multi-family, industrial and commercial parcels, residential & commercial subdivisions from 100 to 3,600 acres

Adams County: Land area 100 acres to 640+ acres (**Subdivisions:** Amber Creek, Northend Station, Big Dry Creek, Buffalo Run, Buckley Ranch, Fallbrook Farms and Turnberry)

Arapahoe County: Land area 100 acres to 800+ acres (**Subdivisions:** Antelope Hills, Estancia and Southshore)

Broomfield County: Land area 30 acres to 2,000+ acres (**Subdivisions:** Wildgrass, Hyland Village and Vista Ridge)

Douglas County: Land area 100 acres to 3,600+ acres (**Subdivisions:** Hunting Hills, Stroh Ranch, Canterbury Crossing, Pine Bluffs, Idyllwilde, Dawson Ridge, Hidden Valley, Plum Creek, Bell Mountain Ranch, Perry Park, Sageport, Puma Ridge and Castle Pines)

Jefferson County: Land area 100 acres to 1,500+ acres

Elbert County: Land area ¼ Section to 2,500+ acres (**Subdivisions:** Blue Sky Ranch and Spring Valley Ranch)

Weld County: Land area 50 to 320+ acres (**Subdivisions:** Bartley, Mesa Ridge & Ridgeland III)

Apartments: Low, Medium & High-rise buildings, projects & condominiums from 6 to 800 units

Industrial: Single & Multi-tenant buildings from 1,000 to 1,300,000 square feet

Office: Low, Medium & High-rise buildings & projects, condominiums from 2,000 to 500,000 square feet Class C to AA

Retail: Single & Multi-tenant buildings, Stand-alone, Small Strip Center to Super Regional Mall

Special Purpose:

Aggregate production, airplane hangars/terminals, bowling alleys, casinos, car washes, conference centers, congregate care facilities, day-care facilities, gentlemen's clubs, golf courses & driving ranges, hotels, ice arenas, mobile home parks, marina's, motels, mini-marts, quick-lubes, recreational properties, restaurants, theaters veterinary clinic/hospitals and water storage facilities. Furniture, Fixtures & Equipment and Business component valued and presented separately

Construction Experience:

I have been licensed as a general contractor since 1977, and have extensive bid estimation experience. I have processed the reproduction cost for more than 700 properties using the quantity survey method per the Construction Specifications Institute (CSI). I last functioned as a general contractor by constructing my own 3,028 square foot office building in Parker that received its certificate of occupancy in November 2004. I am a Marshall & Swift instructor and have passed the Marshall Cost Estimation Course.

Interests: Fee simple, leasehold and leased fee interests. Condominium and partial ownership interests and right-of-way & facade easements. Historic designations, historic districts and national landmarks

Major Assignments:

Douglas County - Eminent Domain - various projects
National Park Service – Grand Canyon National Park
Yellowstone National Park
Grand Teton National Park
Mesa Verde National Park
Lake Mead National Recreation Area
Glen Canyon National Recreation Area

CAREER

HISTORY: Owner, McCloud & Associates and Unique Properties Valuation and Consulting. Principal Appraiser with MacTaggart and Mosier from 1990 to 1995; Associate Appraiser with Joseph Farber & Company, Inc. from 1986 to 1990. Two years with John Ratkovich, Century 21 as a commercial real estate salesman. From 1969 to 1984, Held various positions in construction from journeyman to management

E & O INSURANCE Zurich American Insurance Company - #EOC 9827639 01

EXPERT WITNESS TESTIMONY

- Adams County District Court
- Arapahoe County District Court
- Boulder County District Court
- Denver District Court
- Douglas County District Court
- Elbert County District Court
- Gilpin County District Court
- Jefferson County District Court
- Summit County District Court
- Weld County District Court
- Anoka County District Court, Minnesota
- Cook County, Illinois
- Santa Fe, New Mexico
- Numerous tax appeals at County & State level
- US Tax Court

Assumptions and Limiting Conditions

The Appraisal Report will be subject to the following Assumptions and Limiting Conditions:

Legal Matters and Title

1. No investigation of title to the subject property will be made, and it will be assumed to be good and marketable, free and clear of all deeds of trust, use restrictions and reservations, easements, cases or actions pending, tax liens, and bonded indebtedness, unless otherwise specified.
2. No responsibility for legal matters is assumed.
3. All existing encumbrances will be disregarded and the subject property will be appraised as though free and clear, unless otherwise specified.

Limitations on the Extent of the Appraisal Process

1. The appraiser will assume that there are no hidden or unapparent conditions of the subject property, subsoil or structures which would render it more or less valuable than otherwise comparable property. The appraiser will assume no responsibility for such conditions or for engineering, which might be required to discover such deficiencies.
2. The appraiser will make no investigation into the presence or absence of asbestos, PCBs, or other hazardous materials in the subject property. The reader should be aware that no consideration will be given to the impact, if any, on the valuation of the subject property if any of these materials should be present. The appraiser will assume no responsibility for addressing such conditions, if any, or for engineering which might be required to discover such deficiencies.
3. The author is not qualified to determine if the subject property meets the requirements of the Americans with Disabilities Act, effective January 26, 1992.

Limitations on information contained in this Appraisal Report

1. Care will be taken to obtain all information from reliable sources. However, the appraiser(s) cannot guarantee or be responsible for the accuracy of this information.
2. Any sketches in the report are intended to be visual aids and should not be construed as surveys or engineering drawings.

Limitations on value estimates contained in this Appraisal Report

1. If the valuation contained in the report relates to an estate that is less than the whole fee simple estate and is a fractional interest only, the value of this fractional interest, plus the value of all other fractional interests, may or may not equal the value of the entire fee simple estate considered as a whole.
2. The distribution of the total valuation in the report between land and improvements will apply only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other report and are invalid if so used.
3. The value reported for each geographical portion relates to such portion only and should not be construed as applying with equal validity to other portions of the larger parcel or tract. The value reported for each geographical portion plus the value of all other geographical portions may or may not equal the value of the entire parcel or tract considered as a whole.
4. No consideration will be given to any furniture, trade fixtures, or special equipment. Any discussion of those items is for reference purposes only, and we accept no responsibility for the valuation of those items.
5. In the current market, real estate price levels for income-producing properties are dictated by the present value of future expectations. Under the circumstances, appraisers must quantify market projections which are, by their character, imprecise. Property earnings and financial projections contained in this report represent our informed judgment as to present and anticipated market trends. Any cash flow analysis implemented for valuation purposes represents an orderly financial process superimposed on a market which is typically erratic in behavior. Any aberrations and/or dramatic changes in the local and national economy may impact the subject property's capacity to generate the earnings set forth herein with a concomitant impact on value.

Publication and use of this Appraisal Report

1. Possession of this report or a copy thereof does not imply right of publication, nor use for any purpose by any other than the person or company to whom it is addressed, without the written consent of the author.
2. The report and data investigated, except that furnished by the client, remain the sole property of this firm.
3. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media, without the written consent and approval of the author, particularly as to valuation conclusions, the identity of the authors or firm with which they are connected, or any reference to the Appraisal Institute and the Appraisal Foundation, or to the MAI and SRA Designations.
4. I have no objection to your use of the firm's name as the author of the report which is to be prepared, and hereby consent to your making reference to such report in your reports or financial statements and in any document filed with any governmental agency, provided that: 1) prior to making any such reference in any report or statement or any document filed with The Securities and Exchange Commission or other governmental agency, I am allowed to review and approve the text of such reference to determine the accuracy and adequacy of such reference to the report prepared by our firm; 2) in my opinion, the proposed reference is not untrue or misleading and is adequate for the purposes intended in light of the circumstances under which it is made; and, 3) such reference to the report includes language to be approved by this firm.
5. Any dispute regarding matters involved with this assignment will be decided in Douglas County, Colorado, and the parties agree that the courts of Douglas County, Colorado will have the jurisdiction and venue to decide any such dispute. The prevailing party in such dispute shall be awarded from the other party reasonable attorneys' fees, costs and expenses incurred in connection with such dispute.
6. Loss or removal of any portion of this report invalidates the entire report.
7. Transfer of this report via electronic means is restricted to the client for whom this report has been prepared and the specific use stated herein and no other. Possession of an electronic copy thereof does not imply right of publication, nor use for any purpose other than that stated in the report or by any other than the person or company to whom it is addressed, without the written consent of the author.
8. ***The appraiser is not responsible for the unauthorized use of this report.***

General Limitations on the Appraisal

1. The terms of the agreement between the client and the appraiser(s) is such that the appraisers have no obligation to update the report or revise it in any manner because of events or transactions occurring subsequent to the date of such report.
2. The appraiser(s) shall not be required to give testimony or be in attendance in court by reason of this report unless prior arrangements have been made in writing. If any courtroom or administrative testimony is required in connection with this report, an additional fee shall be charged for those services.
3. Other Assumptions and Limiting Conditions have been made where they logically apply and are specified in the report.

Appraisal Institute Requirements

1. Disclosure of the contents of the report is governed by the bylaws and regulations of the professional appraisal organizations with which the appraiser is affiliated: specifically the Appraisal Institute.
2. When the signatory of the report is a candidate or a member of the Appraisal Institute, its bylaws and regulations require the member or candidate to control the use and distribution of the report. Therefore, except as hereinafter provided, the party for whom this report was prepared may distribute copies of the report, in its entirety, to such third parties as may be selected by the party for whom this consulting report was prepared. However, selected portions of this report shall not be given to third parties without the prior written consent of the signatory of this report. Further, neither all, nor any part of this report shall be disseminated to the general public by use of advertising media, public relations media, new media, sales media or other media for public communication without the prior written consent of the signatory of this report. Nor shall the consultants, firm, or professional organization of which the appraiser is a member be identified without written consent of the appraiser.

Extraordinary Assumptions

1. As required

Hypothetical Conditions

1. None

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|--------------------------------|--|
| TITLE | Land Appraisal - HWY 72 |
| FILE NAME | McCloud Engagement Letter.pdf |
| DOCUMENT ID | d5620ae25a83df261d56c0c68dc163cc98249a60 |
| AUDIT TRAIL DATE FORMAT | MM / DD / YYYY |
| STATUS | ● Completed |

Document History



SENT

10 / 19 / 2021
 18:31:53 UTC

Sent for signature to Gregg Bradbury
 (gbradbury@churchranch.com) from dsolin@sdmsi.com
 IP: 50.78.200.153



VIEWED

10 / 19 / 2021
 18:44:31 UTC

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



SIGNED

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 18:44:52 UTC

Signed by Gregg Bradbury (gbradbury@churchranch.com)
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COMPLETED

10 / 19 / 2021
 18:44:52 UTC

The document has been completed.

JEFFERSON CENTER METRO DISTRICT NO. 1

Board Meeting Project Status

September 28, 2021

Project Work

Indiana North / W. 91st Place / King's North

- SEMA has their flatwork subcontractor Rocosas completing concrete repairs.

Candelas Medical

- NRE has corrected the inlet issue at the termination of W. 91st Drive. The City of Arvada has been requested to provide inspection for acceptance.
- GH Phipps has paved the top lift of W. 91st Drive and has striped the road.



- Landscape is being installed at the SCL Health Medical Office Building.



- Miller Wall has repaired the retaining wall where it had been washed out.
- Hogan Action has graded a diversion ditch above the retaining wall to prevent future wall damage caused by surface drainage.



Candelas Point

- The Arvada fire station is going vertical and the water main extension is being built in West 92nd Drive at Candelas Point.



- CTL Thompson has provided a report detailing corrections to be made at the detention pond. A plan has been created by Galloway and circulated to contractors for pricing.

Highway 72 Box Culvert

- JBS is currently working through project submittals including a structural design change to the precast box culvert.
- Documentation is being gathered for the full closure variance request to be submitted to CDOT.

Bid Schedule

- Highway 72 Water Main: September 30, 2021
- Candelas Parkway South Sidewalk: October 26, 2021
- Candelas Indiana North: November 8, 2021

Construction Contract Documents

Contractor Agreements

- Hogan Action Services - Excavating MSA
- Miller Wall Co. - Candelas Medical Retaining Wall Repairs MSA
- Rocosas - Concrete MSA

Contractor Change Orders and Work Orders

- Hogan Action Services
WO #1 – Excavating Services - \$5,800.00
- Hogan Works
CO #5 – Candelas Medical Wire Fence - \$1,232.50
- Miller Wall
WO #1 – Retaining Wall Repairs - \$29,993.00
- Rocosas
WO #1 – Concrete Sidewalk Removal & Replacement - \$2,080.00

Consultant/Vendor Agreements & Task Orders

Consultant/Vendor Agreements

- None

Task Orders and Work Orders

- Galloway
TO #17-A1 - Joyce & Indiana Street Landscape - \$7,650.00
- Goodbee & Associates
TO #2 – SUE for SH72 over Denver Water's Boulder Canal - \$17,766.22
- Martin/Martin
TO #3-A9 – SH93/SH72 Engineering Amendment - \$1,500.00