

# JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1

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

## NOTICE OF A 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
Diana K. Ten Eyck	Assistant Secretary	2023/May 2023
Steve Nading	Assistant Secretary	2022/May 2022
David Solin	Secretary	

DATE September 22, 2020 (Tuesday)

TIME: 9:30 A.M.

PLACE: **Zoom Meeting: Due to the State of Emergency declared by Governor Polis and the threat to health and safety posed by the COVID-19 pandemic, this meeting is being held via Zoom Video/Telephone Conference and may be joined as follows:**

Join Zoom Meeting

<https://zoom.us/j/95213702330?pwd=NHJHQnBzckdmT21acE96SlhXMIRIUT09>

Meeting ID: 952 1370 2330

Passcode: 095269

One tap mobile

+16465588656,,95213702330#,,,,,0#,,095269# US (New York)

+16699009128,,95213702330#,,,,,0#,,095269# US (San Jose)

Dial by your location

+1 646 558 8656 US (New York)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 346 248 7799 US (Houston)

Meeting ID: 952 1370 2330

Passcode: 095269

Find your local number: <https://zoom.us/u/adPiLNWRh8>

### I. ADMINISTRATIVE MATTERS

#### A. Present Disclosures of Potential Conflicts of Interest.

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- B. Approve Agenda, confirm location/manner of the meeting and posting of meeting notices.
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- C. Review and approve Minutes of the August 25, 2020 Special Meeting (enclosure).
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II. PUBLIC COMMENT

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

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

- Ratify approval of Change Order No. 7 to Contract between the District and Kelley Trucking, Inc., for Candelas Medical Phase 2 Earthwork, for removal of unused pay items, for a decrease in the contract amount of <\$17,628.25>.
  - Ratify approval of Change Order No. 2 to Contract between the District and Miller Wall Company, for Candelas Medical Retaining Walls, for Bond Cost, remove sleeve-its, for a decrease in the amount of <\$59,486.00>.
  - Ratify approval of Task Order No. 8-A1 to the Master Service Agreement for Construction Observation and Materials Testing Services between the District and CTL/Thompson, Inc., for CO Indiana, Wall Re-Design, for a decrease in the contract amount of <\$1,400>.
  - Ratify approval of Task Order No. 3-A4 to the Service Agreement between the District and Martin/Martin, Inc., for SH93/SH72 Engineering Amendment No. 4, in the amount of \$93,900.
  - Ratify approval of Task Order No. 24-A2 to the Service Agreement between the District and Martin/Martin, Inc., for Highway Indiana Widening Amendment #2, in the amount of \$141,300.
  - Ratify approval of Task Order No. 3 to the Service Agreement for Project Management Services between the District and Papillon, LLC, for District Management fees, in the amount of \$139,000.
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IV. FINANCIAL MATTERS

- A. Review and consider approval of the payment of claims through the period ending September 17, 2020, in the amount of \$1,179,949.52 (enclosure).
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B. Review and accept cash position statement as of September 17, 2020 (enclosure).

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

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

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V. MANAGEMENT MATTERS

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

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B. Discuss status of FEMA Grant Close-Out.

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VI. LEGAL MATTERS

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

1. Discuss status of construction under the Phase One Agreement and Phase Two Agreement.

a. Consider ratifying approval of District Engineer’s Verification of Expenditures for Candelas Medical Phase One Improvements dated \_\_\_\_\_, 2020 in the amount of \$\_\_\_\_\_.

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b. Consider ratifying approval of District Engineer’s Verification of Expenditures for Candelas Medical Phase Two Improvements dated \_\_\_\_\_, 2020 in the amount of \$\_\_\_\_\_.

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c. Consider ratifying approval of Disbursement Request No. \_ under the Phase One Agreement in the amount of \$\_\_\_\_\_.

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- d. Consider ratifying approval of Disbursement Request No. \_ under the Phase Two Agreement in the amount of \$\_\_\_\_\_.
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- B. Discuss status of organization of new districts. Authorize any necessary actions required in connection therewith.
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- C. Discuss status of Purchase and Sale Agreement (Water Tank Site) by and between the City of Arvada, Jefferson Center Metropolitan District No. 1, and acknowledged by Jefferson Center Metropolitan District No. 2.
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- D. Review and consider approval of proposal for Snow Removal Services from Environmental Designs, Inc. (enclosure).
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- E. Review and consider approval of proposal for Landscape Maintenance Services from Environmental Designs, Inc. (enclosure).
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VII. CONSTRUCTION MATTERS

- A. Review Construction Status Report.
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- B. Consider approval of contracts, work orders and change orders.
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VIII. CAPITAL IMPROVEMENTS

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

IX. OTHER BUSINESS

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

- X. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR OCTOBER 27, 2020.**

## RECORD OF PROCEEDINGS

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### MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1 HELD AUGUST 25, 2020

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, the 25th day of August, 2020, 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 conference call. The meeting was open to the public.

#### ATTENDANCE

##### Directors In Attendance Were:

Gregg Bradbury (via telephone)  
Jeff Nading (via telephone)  
Charles Church McKay (via telephone)  
Diana K. Ten Eyck (via telephone)  
Steven Nading (via telephone)

##### Also In Attendance Were:

David Solin; Special District Management Services, Inc. (via telephone)

Megan Becher, Esq.; McGeady Becher P.C. (via telephone)

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

Wes Back; Independent District Engineering Services, LLC (via telephone)

Brandon Dooling; Golden Triangle Construction (via telephone)

#### DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

**Disclosures of Potential Conflicts of Interest:** The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board of Directors and to the Secretary of State. Mr. Solin noted that a quorum was present and requested members of the Board to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with the statute. Attorney Becher noted that all Directors'

## RECORD OF PROCEEDINGS

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Disclosure Statements had been filed and that no additional conflicts were disclosed at the meeting.

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### **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 Ten Eyck and, upon vote, unanimously carried, the Agenda was approved, as presented.

**Approval of Location/Manner of Meeting:** 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 telephonic means, and encouraged public participation via telephone. The Board further noted that notice of the time, date and location/manner of the meeting was duly posted and that that no objections to the telephonic manner of the meeting, or any requests that the telephonic manner of the meeting be changed by taxpaying electors within the District boundaries, have been received.

**August 3, 2020 Continued Special Meeting:** The Board acknowledged that the August 3, 2020 Continued Special Meeting was not necessary and was cancelled.

**Minutes:** The Board reviewed the Minutes from the July 27, 2020 Special Meeting.

Following discussion, upon motion duly made by Director Jeff Nading, seconded by Director Steve Nading and, upon vote, unanimously carried, the Minutes of the July 27, 2020 Special Meeting were approved, as presented.

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### **PUBLIC COMMENT**

There were no public comments.

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### **CONSENT AGENDA**

The Board considered the following actions:

- Ratify approval of Contract between the District and Miller Wall Company, for Candelas Medical Retaining Walls, in the amount of \$1,077,183.00.
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## RECORD OF PROCEEDINGS

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- Ratify approval of award of contract to Gerald H. Phipps, Inc., d/b/a GH Phipps Construction Company, and approval of Contract between the District and Gerald H. Phipps, Inc., d/b/a GH Phipps Construction Company, for Candelas Medical West 91st Extension Phase 2, in the amount of \$575,068.82.
- Ratify approval of Task Order No. 1 to Contract between the District and Miller Wall Company, for Candelas Medical Retaining Walls, Phase 2 Retaining Walls, in the amount of \$1,269,244.65.
- Ratify approval of Task Order No. 1 to Contract between the District and NRE Excavating Inc., for Big Dry Creek Bore Extension, ROW reimbursement & Bond Deduct, in the amount of \$48,218.02.
- Ratify approval of Task Order No. 15 to the Master Service Agreement for Construction Observation and Materials Testing Services between the District and CTL/Thompson, Inc., for Candelas Medical Phase 2 Utilities, for an increase in the contract amount of \$17,290.
- Ratify approval of Task Order No. 16 to the Master Service Agreement for Construction Observation and Materials Testing Services between the District and CTL/Thompson, Inc., for W. 91st Drive Subgrade Investigation and Pavement Design, for an increase in the contract amount of \$1,650.
- Ratify approval of Task Order No. 17 to the Master Service Agreement for Construction Observation and Materials Testing Services between the District and CTL/Thompson, Inc., for Candelas Parkway Improvements, for an increase in the contract amount of \$5,845.
- Ratify approval Task Order No. 2-A6 to the Master Service Agreement for Civil Engineering and Surveying Services between the District and Galloway & Company, Inc., for On Call Survey Amendment #6, in the amount of \$8,000.
- Ratify approval of Task Order No. 15-A6 to the Master Service Agreement for Civil Engineering and Surveying Services between the District and Galloway & Company, Inc., for Candelas Point Amendment #6, in the amount of \$2,800.
- Ratify approval of Task Order No. 10 to the Service Agreement for District Oversight Services between the District and Independent District Engineering Services, LLC, for District Oversight Services, in the amount of \$111,000.
- Ratify approval of Task Order No. 2-A6 to the Service Agreement between the District and Martin/Martin, Inc., for SCL Medical Engineering Amendment #6, in the amount of \$10,000.
- Ratify approval of Task Order No. 7-A6 to the Service Agreement between the District and Martin/Martin, Inc., for JCMD Parcel Coordination, in the amount of \$10,000.

## RECORD OF PROCEEDINGS

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- Ratify approval of Task Order No. 22-A3 to the Service Agreement between the District and Martin/Martin, Inc., for Indiana North Infrastructure Design Amendment #3, in the amount of \$198,500.
- Ratify approval of Task Order No. 23-A1 to the Service Agreement between the District and Martin/Martin, Inc., for Candelas Indiana Widening Amendment #1, in the amount of \$48,900.
- Ratify approval of Task Order No. 24-A1 to the Service Agreement between the District and Martin/Martin, Inc., for Highway Indiana Widening Amendment #1, in the amount of \$109,500.
- Ratify approval of Task Order No. 25 to the Service Agreement between the District and Martin/Martin, Inc., for Candelas Sanitary Sewer Outfall, in the amount of \$134,500.
- Ratify approval of Task Order No. 26 to the Service Agreement between the District and Martin/Martin, Inc., for Highway 72 Waterline Due Diligence, in the amount of \$10,000.
- Ratify approval of District Engineer's Cost Certification Report No. 3, dated July 24, 2020, prepared by Independent District Engineering Services, LLC, certifying District eligible expenditures in the amount of \$12,997.00, and acceptance of certified costs for Public Improvements in the amount of \$12,997.00

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

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### **FINANCIAL MATTERS**

**Claims:** The Board considered ratification/approval of the payment of claims through the period ending August 19, 2020, in the amount of \$990,507.46.

Following discussion, upon motion duly made by Director Jeff Nading, seconded by Director Ten Eyck and, upon vote, unanimously carried, the Board ratified or approved the payment of claims through the period ending August 19, 2020, in the amount of \$990,507.46.

**Unaudited Financial Statements:** Ms. Tatton reviewed with the Board the unaudited financial statements for the period ending June 30, 2020.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director Jeff Nading and, upon vote, unanimously carried, the Board accepted the unaudited financial statements for the period ending June 30, 2020.

**Cash Position Statement:** Ms. Tatton reviewed with the Board the cash position statement as of August 19, 2020.



## RECORD OF PROCEEDINGS

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Following discussion, upon motion duly made by Director Bradbury, seconded by Director Jeff Nading and, upon vote, unanimously carried, the Board accepted the cash position statement as of August 19, 2020.

**Expense Tracking Report (ETR):** Mr. Back reviewed the Expense Tracking Report with the Board.

**District Expenditures Verification Report prepared by Independent District Engineering Services, LLC (“IDES”):** Mr. Back reviewed with the Board IDES’ report entitled “District Expenditures Verification for August 2020,” which summarizes IDES’ review and verification of the expenditures of the District for August 2020 related to certain District construction contracts. The Verification Report identified \$990,507.47 of District Eligible Expenses and \$-0- of Non-Eligible Expenses.

Following discussion, upon motion duly made by Director Jeff Nading, seconded by Director Steve Nading and, upon vote, unanimously carried, the Board determined to accept the District Eligible Expenses in the amount of \$990,507.47.

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

**Non-Eligible Expense Tracking Report (ETR):** Ms. Tatton reviewed with the Board the Non-Eligible Expense Tracking Report.

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### **MANAGEMENT MATTERS**

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

**FEMA Grant Close-Out:** The Board deferred discussion.

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### **LEGAL MATTERS**

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

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

## RECORD OF PROCEEDINGS

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Verification of Expenditures for Candelas Medical Phase One Improvements: No verification reports were available for presentation to the Board.

Verification of Expenditures for Candelas Medical Phase Two Improvements: No verification reports were available for presentation to the Board.

Disbursement Request under the Phase One Agreement: No disbursement requests were available for presentation to the Board.

Disbursement Request under the Phase Two Agreement: No disbursement requests were available for presentation to the Board.

**Issuance of the District's Special Revenue Bonds, Series 2020A-2 and Subordinate Special Revenue Bonds, Series 2020B (collectively, the "Bonds"):**

Status of the Issuance of the Bonds: It was noted that the Bonds closed on August 5, 2020.

Resolution No. 2020-08-01, Resolution Regarding Continuing Disclosure Policies and Procedures: Attorney Becher reviewed with the Board Resolution No. 2020-08-01, Resolution Regarding Continuing Disclosure Policies and Procedures.

Following discussion, upon motion duly made by Director Ten Eyck, seconded by Director Jeff Nading and, upon vote, unanimously carried, the Board adopted Resolution No. 2020-08-01, Resolution Regarding Continuing Disclosure Policies and Procedures, subject to final comments and revisions.

Status of Organization of New Districts: Attorney Becher reported to the Board that she has provided a memorandum summarizing the history of the Jefferson Center Districts to the City of Arvada for review and comment.

**Purchase and Sale Agreement (Water Tank Site) by and between the City of Arvada, Jefferson Center Metropolitan District No. 1, and acknowledged by Jefferson Center Metropolitan District No. 2:** Attorney Becher reported to the Board that she is revising the draft agreement for resubmission to the City of Arvada.

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## RECORD OF PROCEEDINGS

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### CONSTRUCTION MATTERS

**Construction Status Report:** Mr. Back reviewed with the Board the Project Status Report dated August 25, 2020. A copy of the report is attached hereto and incorporated herein by this reference.

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

- Consider approval of Change Order No. 7 to Contract between the District and Kelley Trucking, Inc., for Candelas Medical Phase 2 Earthwork, for removal of unused pay items, for a decrease in the contract amount of <\$17,628.25>.
- Consider approval of Change Order No. 2 to Contract between the District and Miller Wall Company, for Candelas Medical Retaining Walls, for Bond Cost, remove sleeve-its, for a decrease in the amount of <\$59,486.00>.
- Consider approval of Task Order No. 8-A1 to the Master Service Agreement for Construction Observation and Materials Testing Services between the District and CTL/Thompson, Inc., for CO Indiana, Wall Re-Design, for a decrease in the contract amount of <\$1,400>.
- Consider approval of Task Order No. 3-A4 to the Service Agreement between the District and Martin/Martin, Inc., for SH93/SH72 Engineering Amendment No. 4, in the amount of \$93,900.
- Consider approval of Task Order No. 24-A2 to the Service Agreement between the District and Martin/Martin, Inc., for Highway Indiana Widening Amendment #2, in the amount of \$141,300.
- Consider approval of Task Order No. 3 to the Service Agreement for Project Management Services between the District and Papillon, LLC, for District Management fees, in the amount of \$139,000.

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

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### CAPITAL IMPROVEMENTS

Director Jeff Nading reported to the Board that he is working on a future project planning forecast.

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### OTHER BUSINESS

None.

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**RECORD OF PROCEEDINGS**

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**ADJOURNMENT**

There being no further business to come before the Board at this time, upon motion duly made, seconded 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
03-000-06750	0	10862	599 B 2020	08/31/2020	09/17/2020	Legal - Capital	2,763.00
01-000-06750	0	10862	599B 2020	08/31/2020	09/17/2020	Legal - General	6,342.50
01-000-06750	0	10862	599B 2020	08/31/2020	09/17/2020	Legal- Capital	( 560.50)
03-000-06180	0	10862	599B 2020	08/31/2020	09/17/2020	Cost of Issuance	14,348.50
**** TOTAL **** McGeady Becher P.C.							22,893.50
01-000-06100	0	10863	Aug 2020	08/31/2020	09/17/2020	August Management	2,187.02
**** TOTAL **** Special District Management							2,187.02
03-000-07840	0	10864	Various	08/21/2020	09/17/2020	Candelas Med District	29,923.10
**** TOTAL **** Martin/Martin							29,923.10
03-000-07500	0	10865	699586081	09/04/2020	09/17/2020	Reroute Elect CSW	106,060.34
**** TOTAL **** Xcel Energy							106,060.34
03-000-07500	0	10866	521,522	08/17/2020	09/17/2020	Candelas Point	1,096.25
**** TOTAL **** Galloway & Company, Inc.							1,096.25
03-000-07800	0	10867	08549	08/31/2020	09/17/2020	August 2020	21,205.74
**** TOTAL **** IDES, LLC							21,205.74
03-000-07500	0	10868	Various	08/25/2020	09/17/2020	Erosion Control	32,594.25
**** TOTAL **** WYOCO Erosion Control, Inc.							32,594.25
03-000-07840	0	10869	551576	07/30/2020	09/17/2020	Engineering	5,200.00
**** TOTAL **** CTL Thompson							5,200.00
03-000-07800	0	10870	1113	07/28/2020	09/17/2020	June Eligible Expense	5,070.99
03-000-07800	0	10870	1132	08/31/2020	09/17/2020	July Eligible Expense	44,691.29
03-000-07800	0	10870	1132,1113	08/31/2020	09/17/2020	Eligible Expenses	( 49,762.28)
**** TOTAL **** Papillon LLC							0.00
03-000-07800	0	10871	0542	08/31/2020	09/17/2020	Engineering	2,730.94
**** TOTAL **** Storm Water Asset Protection, LLC							2,730.94
03-000-07500	0	10872	Pay App 23	08/25/2020	09/17/2020	Grading, Utilities, Pavin	41,318.11
03-000-03311	0	10872	Pay App 23	08/25/2020	09/17/2020	Retainage - Grading	( 2,065.91)
**** TOTAL **** Premier Earthworks & Infrastructure							39,252.20
01-000-07100	0	10873	133119	09/01/2020	09/17/2020	September Ground Services	2,258.07
01-000-07100	0	10873	133403	09/09/2020	09/17/2020	Irrigation Repairs	1,215.38
**** TOTAL **** Environmental Designs							3,473.45
03-000-03311	0	10874	Pay App 2	08/25/2020	09/17/2020	Retainage - Phase 2	( 10,677.39)
03-000-07500	0	10874	Pay App 4	08/25/2020	09/17/2020	Candelas Med Phase 2	213,547.75
**** TOTAL **** NRE Excavating Inc.							202,870.36
03-000-03311	0	10875	Pay App 10	08/25/2020	09/17/2020	Med Phase 2 Earth Work	129,452.79
**** TOTAL **** Kelley Trucking Inc							129,452.79

Account	PO/Cont	Check #	Invoice	Date	Date Paid	Description	Amount
03-000-07500	0	10876	1425-1532	04/03/2020	09/17/2020	Bedding Sand	9.97
**** TOTAL ****						Burnco Colorado, LLC	9.97
03-000-07500	0	10877	Pay App 2	08/25/2020	09/17/2020	Retaining Walls	564,535.07
03-000-03311	0	10877	Pay App 2	08/25/2020	09/17/2020	Retaining Walls	( 28,226.75)
**** TOTAL ****						Miller Wall Company	536,308.32
03-000-07800	0	10878	1132	08/31/2020	09/17/2020	Eligible Expense	44,691.29
**** TOTAL ****						Papillon LLC	44,691.29
*** GRAND TOTAL ***							1,179,949.52

**Jefferson Center Metropolitan District No. 1**  
**Cash Position**  
**September 17, 2020**

	First Bank General Fund	First Bank Capital Fund	First Bank Debt	COBiz General Fund	Colotrust General Fund	Colotrust Debt Service Fund	Colotrust Capital	UMB Project Fund	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 8/19/2020	0.00	435,857.49	0.00	4,898.40	320,518.66	353,021.55	36,158.65	0.00	3,222.00	245,499.25	1,081,620.62	0.00	0.00	2,480,796.62
8/20/2020 Checks	(18,522.03)	(971,985.43)												(990,507.46)
City of Arvada Payments	(254.60)													(254.60)
Permits		(1,755.00)												(1,755.00)
Xcel Payments	18.27													18.27
Bank Charge	(40.00)													(40.00)
8/31/2020 Interest Income					175.92									175.92
Transfer between funds	18,798.36	(18,798.36)			(18,798.36)		18,798.36							0.00
Bond Proceeds												11,820,704.06	41,277,012.95	53,097,717.01
Project Fund Requisition #1		971,985.43										(971,985.43)		0.00
<b>Balance at 9/17/2020</b>	<b>0.00</b>	<b>415,304.13</b>	<b>0.00</b>	<b>4,898.40</b>	<b>301,896.22</b>	<b>353,021.55</b>	<b>54,957.01</b>	<b>0.00</b>	<b>3,222.00</b>	<b>245,499.25</b>	<b>1,081,620.62</b>	<b>10,848,718.63</b>	<b>41,277,012.95</b>	<b>54,586,150.76</b>

**JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1**  
**2020 FORECAST OF GENERAL FUND REVENUES AND EXPENDITURES**  
**AS of 8/31/2020**

	Actual Paid/Received in												Estimated					Total	Total year to date & estimate	Difference to original budget
	2020 Budget	January	February	March	April	May	June	July	August	September	October	November	December	December 2020 received/paid in January 2021	Total Actual	Estimated				
<b>Revenues:</b>																				
Property taxes (net of AURA increment)	75,506		359	16,415	19,064	5,320	466	30,065	1,317							73,006	-	73,006	(2,500)	
Specific ownership taxes	16,480		1,698	1,424	1,083	1,019	1,187	1,764	1,675	1,407	1,407	1,407	1,407	1,407	9,850	7,036	16,887	407		
AURA tax increment - District's mill levy	159,921				125,622			47,401							173,023	-	173,023	13,102		
Interest Income	1,706	165	152	320	437	268	118	188	176	228	228	228	228		1,824	912	2,736	1,030		
<b>Total Revenues</b>	<b>253,613</b>	<b>165</b>	<b>2,209</b>	<b>18,160</b>	<b>146,206</b>	<b>6,607</b>	<b>1,771</b>	<b>79,418</b>	<b>3,168</b>	<b>1,635</b>	<b>1,635</b>	<b>1,635</b>	<b>1,635</b>	<b>1,407</b>	<b>257,704</b>	<b>7,948</b>	<b>265,652</b>	<b>12,039</b>		
<b>Expenses:</b>																				
Legal	45,000		4,567	4,951	6,997	8,076	4,110	10,808	5,080	6,370	6,370	6,370	6,370	6,370	44,589	31,849	76,438	(31,438)		
Accounting	6,000									1,200	1,200	1,200	1,200	1,200	-	6,000	6,000	-		
Audit	5,500								5,350						5,350	-	5,350	150		
Landscape Maintenance	16,000														-	-	-	16,000		
Monthly Ground Services		1,533	1,533		1,533	2,258	5,324	2,580	2,258	2,258	2,258	2,258			17,020	9,032	26,052	(26,052)		
Snow removal			360	450			1,125					645	645	645	1,935	1,935	3,870	(3,870)		
Repairs															-	-	-	-		
Management fees	32,000		911		14	523	1,697	1,907	2,544	1,085	1,085	1,085	1,085	1,085	7,596	5,426	13,022	18,978		
Elections	2,000					60	21								81	-	81	1,919		
Insurance	5,450	4,644		706											5,350	-	5,350	100		
Miscellaneous	2,000	10	68	50	12	20	80	20	20	35	35	35	35		280	140	420	1,580		
Office Supplies	1,000									200	200	200	200	200	-	1,000	1,000	-		
Utilities	10,000														-	-	-	10,000		
Xcel Energy			128	62		93	132	133	46	85	85	85	85	85	594	424	1,018	(1,018)		
City of Arvada			43		43			933	3,546		1,141		1,141		4,565	2,283	6,848	(6,848)		
Treasurer's fees	3,531		5	246	286	80	7	451	9						1,084	-	1,084	2,447		
Transfer to #2 General Fund	56,554				9,977		15,196							15,691	25,173	31,381	56,554	-		
Transfer to Mt Shadows for O&M	8,383														-	8,383	8,383	-		
<b>Total Expenses (less contingency &amp; reserve)</b>	<b>193,418</b>	<b>6,187</b>	<b>7,616</b>	<b>6,465</b>	<b>18,862</b>	<b>11,110</b>	<b>27,692</b>	<b>16,832</b>	<b>18,853</b>	<b>11,233</b>	<b>36,448</b>	<b>11,878</b>	<b>13,019</b>	<b>25,275</b>	<b>113,617</b>	<b>97,853</b>	<b>211,470</b>	<b>(18,052)</b>		
<b>Funds Remaining</b>	<b>60,195</b>	<b>(6,022)</b>	<b>(5,406)</b>	<b>11,695</b>	<b>127,344</b>	<b>(4,503)</b>	<b>(25,921)</b>	<b>62,586</b>	<b>(15,685)</b>	<b>(9,598)</b>	<b>(34,812)</b>	<b>(10,243)</b>	<b>(11,384)</b>	<b>(23,868)</b>	<b>144,087</b>	<b>(89,905)</b>	<b>54,182</b>	<b>(6,013)</b>		



**CONDENSED SOURCES & USES**  
As of 9/17/20

<b>Project Water</b>	
Sources	Acre Feet
Pre - 12/2/19	1,869.24
2020 Exercised Options	85.05
Options to Exercise	7.42
<b>Total Sources</b>	<b>1,961.71</b>

<b>Pre - December 2, 2019 Summary</b>											
<b>SOURCES</b>		<b>RESIDENTIAL USES</b>					<b>COMMERCIAL USES</b>				<b>BALANCE</b>
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**

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

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	7.42
Net Unrestricted Available	<u>119.15</u>

CCLLC Held Balance 363.05

<b>Post - 12/2/2019 Allocations</b>																
<b>SOURCES</b>		<b>RESIDENTIAL USES</b>					<b>COMERCIAL USES</b>						<b>BALANCE</b>			
Sources	Unrestricted Including CCLLC	Whisper Village	Taylor Morrison	Allocated	Unrestricted Available	IGA Restricted Balance	Kentro Retail 1	Kentro Retail 2	Candelas Medical	Whisper Village	Total Commercial	Not Allocated	Combined Allocations	CCLLC Available	Restricted Commercial Available	CCLLC Unrestricted Available
Allocations JCMD2	119.15	33.00	86.15	119.15	-	150.00	2.50	2.50	4.00	15.00	24.00	126.00	143.15	-	126.00	-
Allocations CCLLC	363.05	-	224.85	224.85	138.20	-	-	-	-	-	-	-	224.85	138.20	-	138.20

**CURRENT WATER OPTIONS**

**As of 9/17/20**

<b>Amount of Water Available (Acre Feet)</b>	<b>Name/Ditch</b>	<b>Notice to Purchase Water (Date Notice Given to CMMD from JMCD No. 2)</b>	<b>Purchase Price*</b>	<b>Expiration</b>	<b>Deadline for Intent to Purchase Water (120 Days Prior to Expiration Date)</b>	<b>Payment Deadline</b>	<b>Purchase Notice (Date Notice given to JCMD No. 2 from CMMD)</b>
7.42	Group Sale / Wannamaker		\$260,700	1/12/2021	8/15/2020	1/5/2021	

**Total**

7.42

\$260,700

\* Purchase price may be subject to increase.

**COMMERCIAL WATER ALLOCATION COMMITMENTS**  
As of 9/17/20

User	Final Tap Size	Final Allocation	Final Letter Date	Preliminary Tap Size	Preliminary Allocation	Preliminary Letter Date	Available Balance (AF)
<b>Pre-12/2/19 Allocations</b>							
<b>Final Allocations</b>							<b>594.23</b>
Yenter	1.00	1.25					592.98
Plains End	2.00	4.00					588.98
Candelas Parkway Irrigation	1.00	1.25					587.73
King Soopers	2.00	4.00	3/20/2019				583.73
King Soopers Gas Station	0.75	0.75	3/20/2019				582.98
King Soopers Retail Center	2.00	4.00	3/20/2019				578.98
Sautter Arvada School	1.00	1.25	3/20/2019				577.73
7-11	1.00	1.25	3/20/2019				576.48
Starbucks	1.00	1.25	3/20/2019				575.23
Three Creeks Elementary	3.00	7.50	3/20/2019				567.73
Whisper Creek Station - Arvada PD	1.00	1.25	3/20/2019				566.48
Candelas Point Retail (Block 1, Lot 3)	1.50	2.50	3/29/2019				563.98
Candelas Point Retail (Block 1, Lot 4)	1.50	2.50	3/29/2019				561.48
Chase Bank	1.00	1.25	4/5/2019				560.23
First Bank	1.00	1.25	7/30/2019				558.98
Wendy's	1.00	1.25	7/30/2019				557.73
Wild Grass Lot 3 (Bldg. A)				1.50	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>		
<b>Initial Allocation Not Included</b>							
Cimarron Commercial LLC					363.05		176.68
<b>Post-12/2/19 Allocations</b>							
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				2.00	4.00	10/7/2019	141.00
Whisper Village Commercial (TBD)					15.00		126.00
Total					<u>24.00</u>		
<b>Total Acre Feet Remaining Unallocated</b>							<b>126.00</b>

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

**RESIDENTIAL WATER ALLOCATION COMMITMENTS**  
**As of 9/17/20**

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



# SNOW PLOWING SERVICES AGREEMENT

## Environmental Designs, Inc.

For Internal Use Only

12511 E. 112th. Avenue  
Henderson, CO 80640  
303-287-9113 Office  
303-287-0340 Fax  
EDI Contact: Matthew Ward

Name/Crew	Date
STP: _____	_____
Done By: _____	_____
Posted: _____	_____
Invoiced: _____	_____
Proposal #: 88897	

Project Name: Jefferson Center Metro District  
Project Address: Candelas  
Arvada, CO 80005  
Contact Name: David Solin

Billing Name: Jefferson Center Metro District  
Billing Address: 304 Inverness Way S Suite 490  
Englewood, CO 80112  
Contact Number: 303-987-0835 x 237

THIS AGREEMENT made on July 16, 2020 by and between, **ENVIRONMENTAL DESIGNS, INC.** hereinafter called the Contractor and, **Jefferson Center Metro District** hereinafter called the Client. Witnesseth, that the Contractor and the Client for the considerations named agree as follows:

### ARTICLE I TERM

A) The terms of this Agreement shall be for **8** months, commencing from **October 1, 2020** and shall terminate on **May 31, 2021**, unless otherwise allowed for within this agreement.

### ARTICLE II SERVICES PROVIDED UNDER THIS AGREEMENT

**This section must be filled out completely by Client.**

- A) **Snow Plowing** Snow Plowing is defined as pushing or pulling of snow using means not limited to truck mounted plows, tractors, ATV's, etc. If approved by Client, as indicated below, Contractor shall provide all reasonable equipment and labor to relocate snow from parking lots and driveways to open parking spaces or designated snow piling areas. Snow Plowing Services shall commence when accumulation reaches the depth as outlined herein.
- Client declines Snow Plowing Services  
 Client Approves Snow Plowing Services
- Snow plowing shall begin when on site snow depth reaches:
- Client Initials  Trace of Snowfall  1" of Accumulation  2" of Accumulation
- B) **Ice Slicer** Ice Slicer Services can only be performed after Snow Plowing Services have been performed, therefore, Client cannot approve Ice Slicer Services without first approving Snow Plowing Services. If approved by Client, as indicated below, Contractor shall apply Ice Slicer (Granular Magnesium Chloride) in parking and drive areas as needed to limit the buildup of ice. Contractor shall not be held responsible for any plant loss caused by any
- Client declines Snow Shoveling services  
 Client Approves Ice Slicer Services
- Client Initials
- C) **Snow Shoveling** Snow Shoveling is defined as the mechanical clearing of snow using means not limited to hand shoveling, ATV's, Snow Blowers, etc. If approved by Client, as indicated below, Contractor shall provide all reasonable equipment and labor to relocate snow from sidewalks to grass areas or other designated snow piling areas. Snow Shoveling Services shall commence when accumulation reaches the depth as outlined herein.
- Client declines Snow Shoveling Services  
 Client Approves Snow Shoveling Services
- Snow shoveling shall begin when on site snow depth reaches:
- Client Initials  Trace of Snowfall  1" of Accumulation  2" of Accumulation
- D) **Ice Melt** Ice Melt Services can only be performed after Snow Shoveling Services have been performed, therefore, Client cannot approve Ice Melt Services without first approving Snow Shoveling Services. If approved by Client, as indicated below, Contractor shall apply Ice melt on walkways and stairs to limit the buildup of ice. Contractor shall not be held responsible for any plant loss caused by any chemical applications of ice control products as well as damage to hardscape due to application. Contractor shall make any and all reasonable efforts to prevent excess application of ice control products.
- Client declines Ice Melt Services.  
 Client Approves Ice Melt Services.
- Client Initials

### ARTICLE III GENERAL PROVISIONS

- A) Snow shall be pushed to designated areas as directed by a map, provided by Client, or snow will be pushed to the most convenient safe area. In the event that a site map has been approved for snow storage areas then it shall become Exhibit A to this agreement. When snow can no longer be pushed to the designated area(s) and upon notice to Client, Contractor will use a Front End Loader to move the snow or have it removed to a location designated by Client
- B) Contractor and Client agree that snow plowing/shoveling services shall begin when a snow event's accumulation on the parking or sidewalk areas reaches the minimum depth as outlined in Article II and that Contractor will use its best effort to have all snow plowing/shoveling services completed in a timely manner and in the event of a sustained snow event, additional trips shall be made as needed thereafter until the conclusion of the snow event. If snow accumulation does not reach the minimums outlined in ARTICLE II, then Contractor shall be held harmless from any and all snow/ice related incidents. All parties agree that Environmental Designs, Inc. is not responsible for slippery and/or icy conditions during the days following a storm. Client assumes all responsibility and shall hold harmless Contractor for any thaw and re-freeze conditions after the initial services were performed by Contractor.
- C) The Client agrees that Winter conditions in Colorado may present conditions that make it difficult for persons using the premises to be entirely free of some risk of slip and fall or skidding due to these conditions. Although Contractor will use its best efforts to fulfill its obligations under this Addendum, Contractor can not offer any assurance that the driveways, parking lots or sidewalks will be free of snow or ice at all times. It is the responsibility of the client to advise it's tenants, residents, and visitors of the potential for danger due to Winter conditions. Client will advise Contractor of any conditions it becomes aware of which create an unreasonable risk of injury or property damage in order that Contractor has an opportunity to address the hazard or make recommendations to Client to mitigate the risk.
- D) Although Contractor shall use its best effort to minimize damages, the Client agrees that Environmental Designs, Inc. shall not be responsible for any curb or other property damage that was existing prior to services being rendered or hidden by deep snow, this includes but is not limited to curbs, walks, speed bumps, etc.
- E) The Client acknowledges that the Contractor is not a 24-hour monitoring service. It is the Client's responsibility to notify the Contractor of melt and refreeze conditions arising 24 hours after the end of the snow event or if services are wanted when accumulations do not reach the minimums outlined above.

- F) The Client and Contractor agree that a Site Inspection Fee will be charged when a physical visit to the site is required to determine if services are needed. If services are rendered as detailed in this agreement then no Site Inspections shall be invoiced. However, in the occurrence of snow events where accumulation must be verified on site to determine if snow depths have met the tolerances to trigger services as outlined within this agreement and no services are rendered, then a Site Inspection will be billed to the Client as detailed below.
- G) The Client agrees that if determined necessary by Contractor, Client shall be invoiced and shall timely pay for any Snow Staking and/or Site Protection efforts as detailed herein.
- H) This agreement constitutes the entire contract between the Client and Contractor, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this contract. No subsequent modification of any of the terms of this contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by both the Client and an authorized agent of Contractor. Any obligation in this contract that, by its terms, is intended to be performed after completion shall survive the same.
- I) Any changes in scope of service must be documented in writing. Owner assumes all risks in the event that Owner changes scope outside of what was originally contracted. If no written documentation is provided, Contractor shall schedule and complete all services as outlined by the terms of this agreement, and bill accordingly.

**ARTICLE IV PRICING**

A)	4X4 Pickup Truck with Wings	\$140.00/hour	1 Hour Minimum per trip
B)	4X4 ATV with 48" Blade	\$95.00/hour	1 Hour Minimum per trip
C)	Front End Loader, 2-1/2 yard bucket or larger	\$250.00/hour	2 Hour Minimum per trip
D)	Skid Steer Tractor	\$180.00/hour	2 Hour Minimum per trip
E)	Dump Truck	\$195.00/hour	2 Hour Minimum per trip
F)	Snow Blower	\$85.00/hour	1 Hour Minimum per trip
G)	Walk Behind Broom	\$140.00/hour	1 Hour Minimum per trip
H)	Ride On Broom	\$180.00/hour	1 Hour Minimum per trip
I)	Hand Shovel	\$65.00/hour	1 Hour Minimum per trip
J)	Ice Slicer Truck (Parking Lots)	\$99.00/trip charge	
K)	Site Inspections	\$65.00/Each Visit	
L)	Snow Stakes and Site Protection	As needed, Time & Materials at \$65.00 per hour + Material	
M)	Ice Slicer	\$0.35/pound	250 Pound Minimum
N)	Ice Melt	\$1.15/pound	50 Pound Minimum

\*\* All Rates will be increased by 50% if Client requests that services are performed during the holiday hours listed below.  
 - Thanksgiving Day, The Day After Thanksgiving (Black Friday), Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, and Easter Sunday

Client declines Services during the holidays listed above.  
 In the event that Client declines services during the holidays listed above, Client agrees to hold EDI harmless from any and all snow/ice related incidents as a result of not performing services.

Client Initials  Client Approves Holiday Rate Increase

**ARTICLE V PAYMENT SCHEDULE**

- A) Billing will be processed in a timely manner following the services performed and all invoices shall be due NET 30 from date of invoice. Contractor reserves the right to discontinue services due to non payment and in such case shall be held harmless from any and all snow/ice related incidents.

**ARTICLE VI ACCEPTANCE**

Jefferson Center Metro District	Date	ENVIRONMENTAL DESIGNS, INC.	Date
---------------------------------	------	-----------------------------	------

## Karen Steggs

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**Subject:** FW: Jefferson Center Metro District  
**Attachments:** 2020 & 2021 Property Enhancement Ideas.pdf

**From:** Matthew Ward <[MWard@environmentaldesigns.net](mailto:MWard@environmentaldesigns.net)>  
**Sent:** Friday, September 4, 2020 12:21 PM  
**To:** David Solin <[dsolin@sdmsi.com](mailto:dsolin@sdmsi.com)>  
**Subject:** Jefferson Center Metro District

Hey David,

Hope this is helpful. I quantified some landscape needs I think you should consider for JCMD. See attached proposal with the following:

- Fill in middle of 3 islands with  $\frac{3}{4}$  in river rock (see below pic for idea of areas.)
- Add/replace shrubs and grasses
- Overseed plan for next spring for lawn in front of king soopers.

These are things that will keep the areas looking sharp. One possible project I did not include was tree replacements. I think if we went back to the plans we would find 10+ trees missing or in dying. Next spring we can determine a total number, location, and species if you want to pursue replacements.



**Matt Ward**

*Account Manager*  
*Cell: 303.579.2005*

**Denver Metro**  
303.287.9113  
12511 E. 112th Ave.  
Brighton, CO 80640

**Northern Colorado**  
970.237.6225  
3950 Patton Ave.  
Loveland, CO 80538







AGREEMENT

Environmental Designs, Inc.

12511 E. 112th. Avenue
Henderson, CO 80640
303-287-9113 Office
303-287-0340 Fax
EDI Contact: Matthew Ward

For Internal Use Only

Name/Crew Date:
STP:
Done By:
Posted:
Invoiced:
Proposal #: 90344

THIS AGREEMENT made on September 4, 2020 by and between, ENVIRONMENTAL DESIGNS, INC. hereinafter called the Contractor and, Jefferson Center Metro District hereinafter called the Owner.

Project Address: Candelas Arvada, CO 80005
Main Contact Number: 303-987-0835 x 237
Attention: David Solin
In Care Of:

Witnesseth, that the Contractor and the Owner for the considerations named agree as follows:

Article 1. Scope of Work

Prices include all applicable taxes, delivery fees, incurred labor, and warranty.

Median Islands rock

Install 3/4 in river rock in all areas that were formerly mulch but are now bare soil. Includes landscape fabric. Does not include traffic control.

Table with 3 columns: Description, Quantity, Unit. Rows include Access-Limited Access Soft Materials, Mobilization - Daily, River Rock - Local/Tan .75 - Delivered & Installed. Total Group Price: 6,672.86

By signing below Owner agrees to the items as outlined in this group only, if all groups are not accepted by Owner then the final price shall be automatically adjusted accordingly.

Owner Date

Median Islands Plantings

Add/replace plantings in 3 median islands:
- 2 median islands directly south of King Soopers and 1 nearest Candelas Point.

Table with 3 columns: Description, Quantity, Unit. Rows include Delivery / Disposal / Mobilization, Grass- Maiden #5, Perennial - Yarrow Moonshine #1. Total Group Price: 8,453.03

By signing below Owner agrees to the items as outlined in this group only, if all groups are not accepted by Owner then the final price shall be automatically adjusted accordingly.

Owner Date

Spring Seed Renovation

Spring 2021 overseeding for lawn areas in front of King Soopers to aid in restoring lawn health.

Table with 3 columns: Description, Quantity, Unit. Rows include Aeration Round 1 - Mobilization per Trip, Aeration Round 1 - Walk Behind, Seed Broadcast - Kentucky Blue Sports Turf Mix, Soil - Amended Top Soil. Total Group Price: 1,308.97

By signing below Owner agrees to the items as outlined in this group only, if all groups are not accepted by Owner then the final price shall be automatically adjusted accordingly.

Owner Date

Article 2. Time of Completion

The work to be performed under this contract shall be completed in a substantial workmanlike manner within 7 business day(s) of commencement of work with credit being given for inclement weather or any other conditions outside of Contractor's control.

Article 3. Contract Price

The Owner shall pay the Contractor, for the material and labor to be performed under this contract the sum of: \$16,434.86

This Price is valid for 15 days from the date of this Contract.

Article 4. Progress Payments

Payments on the Contract price shall be made as follows:

Full payment is due 30 days after substantial completion (this price does not reflect any Change Orders).

**Article 5.**

**General Provisions**

1. Upon Owner's written request, Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided once final payment is received.
2. All Change orders shall be in writing and signed by both Owner and an authorized agent of Contractor.
3. Payments past due thirty (30) days shall incur a finance charge of 1.5% per month (18% per annum). ENVIRONMENTAL DESIGNS, INC. or its assignee shall be entitled to collect all reasonable costs and expenses of collection, including, but not limited to, reasonable attorney fees.
4. All guarantees are void if payments are not received within sixty (60) days of substantial completion of the project. All Plant Material Warranties are void if Owner does not sign Winter Watering Agreement, either within this agreement or by separate agreement.
5. This agreement constitutes the entire contract between the Owner and Contractor, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this contract. No subsequent modification of any of the terms of this contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by both Owner and an authorized agent of Contractor. Any obligation in this contract that, by its terms, is intended to be performed after completion shall survive the same.
6. Owner understands that a start date cannot be guaranteed. A scheduling slot will be held for the Owner, and a rough date will be given for reference. However the date may change slightly, or even drastically due to cancellations of other projects, additions and/or "Change Orders" added to projects before that slot, inclement weather, and other factors outside of Contractor's control.

**Article 6.**

**Acceptance of Proposal**

By evidence of signatures below all Parties agree to all of the terms and conditions as outlined herein. By signing this Agreement, Owner represents and warrants that Owner holds title to the Property, or is duly and properly authorized by the title holder to have Work performed on the Property. Additionally, Owner acknowledges that they have received a proposal for Winter Watering all plant material installed as part of this agreement, and that by declining Winter Watering through the Contractor during the warranty period, any and all warranties on plant material shall be considered waived, voided, and null.

**ENVIRONMENTAL DESIGNS, INC.**  
**12511 E. 112th. Avenue**  
**Henderson, CO 80640**  
**303-287-9113**

**Jefferson Center Metro District**  
  
**Candelas**  
**Arvada, CO 80005**  
**303-987-0835 x 237**

\_\_\_\_\_  
**Contractor Signature**

\_\_\_\_\_  
**Date**

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

\_\_\_\_\_  
**Owner Signature**

\_\_\_\_\_  
**Date**

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

\_\_\_\_\_  
**Owner Signature**

\_\_\_\_\_  
**Date**

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