

# 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
Steve Nading	Assistant Secretary	2022/May 2022
Brandon Dooling	Assistant Secretary	2023/May 2022
David Solin	Secretary	

DATE September 28, 2021 (Tuesday)

TIME: 9:30 A.M.

PLACE: **Zoom Meeting: 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, 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://zoom.us/j/92975161673?pwd=TjNpUIFTNkllekFQL2RUZmFZSkFHQT09>

Meeting ID: 929 7516 1673

Passcode: 596011

Dial-In: 1-253-215-8782

### 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 24, 2021 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 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.
  - 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.
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IV. FINANCIAL MATTERS

- A. Review and consider approval of the payment of claims through the period ending September 21, 2021, in the amount of \$343,520.94 (enclosure).

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- B. Review and accept cash position statement as of September 22, 2021 (enclosure).

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

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

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

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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 August 24, 2021 in the amount of \$21,381.17.

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  - b. Consider ratifying approval of District Engineer’s Verification of Expenditures for Candelas Medical Phase Two Improvements dated August 24, 2021 in the amount of \$73,592.27.

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  - c. Consider ratifying approval of Disbursement Request No. 14 under the Phase One Agreement in the amount of \$21,381.17.

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  - d. Consider ratifying approval of Disbursement Request No. 12 under the Phase Two Agreement in the amount of \$73,592.27.

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- B. Discuss status of Intergovernmental Agreement between the District and the City and County of Denver, acting by and through its Board of Water Commissioners.
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- C. Discuss potential easement relating to the Purchase and Sale Agreement (Water Tank Site).
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- D. Review and consider approval of proposal for 2021-2022 Snow Removal Services from Environmental Designs, Inc. (enclosure).
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- E. Review and consider approval of proposal for 2022 Landscape Maintenance Services from Environmental Designs, Inc. (enclosure).
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1. Review and consider approval of addendum to Landscape Maintenance Services from Environmental Designs, Inc. for 2022 tree fertilization (enclosure).
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2. Review and consider approval of addendum to Landscape Maintenance Services from Environmental Designs, Inc. for 2022 native areas (enclosure).
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- F. Review and consider approval of Cost Contribution Agreement between the District and the City of Arvada relative to the Sleeping Indian Tank (to be distributed).
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- G. Discuss and consider approval of an amendment to Service Agreement for Project Management Services between the District and Papillon, LLC (to be distributed).
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- H. Ratify engagement of Otten, Johnson, Robinson, Neff & Ragonetti, P.C. as special counsel relative to the Application to Colorado Public Utilities Commission. (enclosure).
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VII. CONSTRUCTION MATTERS

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

- A. \_\_\_\_\_
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IX. OTHER BUSINESS

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

X. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR  
OCTOBER 26, 2021.**

## 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 AUGUST 24, 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, August 24, 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

#### 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

Brandon Dooling; Board Candidate

#### 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

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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 J. Nading, seconded by Director McKay 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 July 27, 2021 Special Meeting.

Following discussion, upon motion duly made by Director J. Nading, seconded by Director McKay and, upon vote, unanimously carried, the minutes of the July 27, 2021 Special Meeting were approved, as presented.

**Board Appointment:** The Board discussed the vacancy on the Board. It was noted that pursuant to Section 32-1-808(2)(a)(I), C.R.S., publication of a Notice of Vacancy on the Board was published in a newspaper having general circulation in the District and that no Letters of Interest from qualified eligible electors were received within ten (10) days of the date of such publication.

As such, eligible elector, Brandon Dooling, was nominated to serve on the Board. Following discussion, upon motion duly made by Director McKay, seconded by Director Bradbury, and upon vote unanimously carried, the Board appointed Brandon Dooling to fill the vacancy on the Board.

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There were no public comments.

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### PUBLIC COMMENT

## RECORD OF PROCEEDINGS

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### CONSENT AGENDA

The Board considered the following actions:

- Ratify approval of award of contract and ratify approval of construction contract for the Boulder Canal Box Culvert Under Highway 72 between the District and JBS Pipeline, LLC, d/b/a JBS Pipeline Contractors, in the amount of \$1,081,921.00.
- Ratify approval of Agreement for Subsurface Utility Engineering Services between the District and Survwest, LLC.
- Ratify approval of Change Order No. 3 to the Contract between the District and K.E.C.I. Colorado, Inc. for Candelas Parkway & Indiana Intersection Improvements, for asphalt patching, in the amount of \$14,754.96.
- Ratify approval of Task Order No. 21 to the Master Service Agreement for Construction Observation and Materials Testing Services between the District and CTL/Thompson, Inc., for Engineering Consultation of Western Pond Slope Failure, in the amount of \$5,000.00.
- Ratify approval of Task Order No. 22 to the Master Service Agreement for Construction Observation and Materials Testing Services between the District and CTL/Thompson, Inc., for Hwy 72/Hwy 93 Subgrade Investigation & Pavement Design, in the amount of \$23,300.00.
- Ratify approval of Task Order No. 3-A8 to the Service Agreement between the District and Martin/Martin, Inc., for SH72/SH93 Engineering Amendment #8, in the amount of \$15,500.00.
- Ratify approval of Task Order No. 1 to the Service Agreement between the District and Survwest, LLC, for Candelas Sanitary Project, in the amount of \$53,264.00.
- Ratify approval of Task Order No. 2 to the Service Agreement between the District and Survwest, LLC, for Candelas Roadway Project, in the amount of \$41,172.00.
- Ratify approval of Task Order No. 3 to the Service Agreement between the District and Survwest, LLC, for Candelas Waterline Project, in the amount of \$79,624.00.
- Ratify approval of Task Order No. 6 to Storm Water Asset Protection LLC (SWAP), for Storm Water Oversight Services, in the amount of \$18,000.00.

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.

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## RECORD OF PROCEEDINGS

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### FINANCIAL MATTERS

**Claims:** The Board considered ratification/approval of the payment of claims through the period ending August 18, 2021 in the amount of \$131,274.85.

Following discussion, upon motion duly made by Director J. Nading, seconded by Director McKay 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 August 18, 2021.

Following discussion, upon motion duly made by Director J. Nading, seconded by Director Bradbury and, upon vote, unanimously carried, the Board accepted the statement of Cash Position as of August 18, 2021.

**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 August 2021,” which summarizes IDES’ review and verification of the expenditures of the District for August 2021 related to certain District construction contracts. The Verification Report identified \$131,274.85 of District Eligible Expenses and \$-0- of Non-Eligible Expenses.

Following discussion, upon motion duly made by Director J. Nading, seconded by Director Bradbury and, upon vote, unanimously carried, the Board determined to accept the District Eligible Expenses in the amount of \$131,274.85 and Non-Eligible Expenses in the amount of \$-0-.

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

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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:** Mr. Solin noted that there were no new updates.

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## RECORD OF PROCEEDINGS

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### 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 approved 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 approved 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 Jeff Nading, seconded by Director Bradbury and, upon vote, unanimously carried, the Board approved Disbursement Request No. 14 under the Phase One Agreement, in the amount of \$21,381.17.

**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 Jeff Nading, seconded by Director McKay and, upon vote, unanimously carried, the Board approved Disbursement Request No. 12 under the Phase Two Agreement, in the amount of \$73,592.77.

**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, noting that approval of the IGA by the Denver Water Board is pending. No action is necessary.

**Purchase and Sale Agreement (Water Tank Site):** The Board discussed the potential easement necessary for the City of Arvada to

## RECORD OF PROCEEDINGS

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construct the water tank on the Water Tank Site. Director J. Nading reported to the Board that a market valuation is being completed relative to the easement.

**Corrective Special Warranty Deed from the District, as Grantor, to the City of Arvada, as Grantee, relative to the conveyance of the Water Tank Site:** Attorney Becher reviewed with the Board the Corrective Special Warranty Deed from the District, as Grantor, to the City of Arvada, as Grantee, relative to the conveyance of the Water Tank Site.

Following review and discussion, upon motion duly made by Director Bradbury, seconded by Director J. Nading and, upon vote, unanimously carried, the Board ratified approval of the Corrective Special Warranty Deed from the District, as Grantor, to the City of Arvada, as Grantee, relative to the conveyance of the Water Tank Site.

**Cost Contribution Agreement between the District and the City of Arvada relative to the Sleeping Indian Tank:** Attorney Becher reported to the Board that the Cost Contribution Agreement is being drafted.

**Amendment to Service Agreement for Project Management Services between the District and Papillon, LLC:** Discussion deferred.

**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 McKay and, upon vote, unanimously carried, the Board approved the engagement of Otten, Johnson, Robinson, Neff & Ragonetti, P.C. as special counsel relative to application to Colorado Public Utilities Commission, subject to legal review.

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### **CONSTRUCTION MATTERS**

**Construction Status Report:** Mr. Back reviewed with the Board the Project Status Report dated August 24, 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:

## RECORD OF PROCEEDINGS

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- Consider 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.
- Consider 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.
- Consider 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.
- Consider 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 discussion, upon motion duly made by Director Bradbury, seconded by Director S. 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.

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### **CAPITAL IMPROVEMENTS**

There were no capital improvements matters presented.

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### **OTHER BUSINESS**

There was no other business.

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### **ADJOURNMENT**

There being no further business to come before the Board at this time, upon motion duly made by Director McKay, 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	11102	68613	08/31/2021	09/21/2021	08 21 Legal	3,837.00
03-000-06750	0	11102	68613	08/31/2021	09/21/2021	08 21 Legal	4,778.50
**** TOTAL ****							8,615.50
McGeady Becher P.C.							
03-000-07840	0	11103	Various	08/30/2021	09/21/2021	Various July 2021 Eng Inv	108,677.19
**** TOTAL ****							108,677.19
Martin/Martin							
01-000-07100	0	11104	18158279	09/01/2021	09/21/2021	Repair Damaged Landscape	13,625.00
**** TOTAL ****							13,625.00
BrightView Landscape Services							
02-000-06680	0	11105	882808	08/17/2021	09/21/2021	2021A-2 Administrative Fe	3,000.00
02-000-06680	0	11105	882809	08/17/2021	09/21/2021	Series 2020B Administrati	2,500.00
**** TOTAL ****							5,500.00
UMB Bank, N.A.							
01-000-07800	0	11106	08561	08/31/2021	09/21/2021	08 21 Project Management	287.50
03-000-07800	0	11106	08561	08/31/2021	09/21/2021	08 21 Project Management	27,979.36
**** TOTAL ****							28,266.86
IDES, LLC							
01-000-07840	0	11107	593177	08/31/2021	09/21/2021	08 Project #DN48269.001F	687.50
**** TOTAL ****							687.50
CTL Thompson							
03-000-07800	0	11108	1314	08/31/2021	09/21/2021	July Eligible Expenses	5,250.99
**** TOTAL ****							5,250.99
Papillon LLC							
03-000-07500	0	11109	SWAP0526	08/31/2021	09/21/2021	08 21 Construction Observ	3,275.64
**** TOTAL ****							3,275.64
Storm Water Asset Protection, LLC							
01-000-07100	0	11110	144111	09/01/2021	09/21/2021	09 21 Ground Services	2,505.69
01-000-07100	0	11110	144470	09/02/2021	09/21/2021	8/20 Irrigation Repairs	284.40
01-000-07100	0	11110	144875	09/16/2021	09/21/2021	9/3 Irrigation Repairs	536.00
**** TOTAL ****							3,326.09
Environmental Designs							
03-000-07840	0	11111	Various	08/31/2021	09/21/2021	66923,67430,67577	420.00
**** TOTAL ****							420.00
Norris Design							
03-000-07500	0	11112	131420	08/18/2021	09/21/2021	Transfer wetland credits	2,904.13
**** TOTAL ****							2,904.13
SWCA Incorporated							
03-000-07500	0	11113	3 05/31/2021	09/21/2021		#3 Phase 2 Concrete & Pav	163,338.99
03-000-03311	0	11113	3 05/31/2021	09/21/2021		#3 Phase 2 Concrete & Pav	( 8,166.95)
**** TOTAL ****							155,172.04
GH Phipps Construction Companies							
03-000-07840	0	11114	7434SH72B-	09/07/2021	09/21/2021	08 21 Denver Water's Boul	7,800.00
**** TOTAL ****							7,800.00
Goodbee & Associates, Inc.							
*** GRAND TOTAL ***							343,520.94

**Jefferson Center Metropolitan District No. 1**  
**Cash Position**  
**September 22, 2021**

	First Bank General Fund	First Bank Capital Fund	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 8/18/2021	0.00	198,331.54	468,076.12	418,511.88	293,701.41	3,222.00	21,381.17	73,592.27	5,273,790.62	41,317,348.09	48,067,955.10
8/24/2021 Checks	(13,251.44)	(118,023.41)									(131,274.85)
Xcel Payments	(193.48)										(193.48)
CO dept of Public Health & Environment	(1,622.00)										(1,622.00)
Bank Charge	(10.00)										(10.00)
CTL Refund		2,038.00									2,038.00
8/31/2021 Interest Income			25.58						122.65	967.18	1,115.41
Property taxes received 9/10/2021			1,826.17	18,261.75							20,087.92
Transfer between funds	15,076.92	(15,076.92)	(15,076.92)		15,076.92						0.00
Project Fund Rquisition #16		118,023.41							(118,023.41)		0.00
<b>Balance at 9/22/2021</b>	<b>0.00</b>	<b>185,292.62</b>	<b>454,850.95</b>	<b>436,773.63</b>	<b>308,778.33</b>	<b>3,222.00</b>	<b>21,381.17</b>	<b>73,592.27</b>	<b>5,155,889.86</b>	<b>41,318,315.27</b>	<b>47,958,096.10</b>

**JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1**  
**2020 FORECAST OF GENERAL FUND REVENUES AND EXPENDITURES**  
**AS of 8/31/2021**

	Acutal 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
<b>Revenues:</b>																		
Property taxes (net of AURA increment)	75,771		260	7,284	27,734	10,548	4,126	18,940	96	17	6,767				68,987	6,784	75,771	-
Specific ownership taxes	17,234		1,437	1,624	1,711	1,531	1,428	-	3,270	1,810	1,601	1,601	1,601	1,601	11,001	8,216	19,217	1,983
AURA tax increment - District's mill levy	174,601				54,256	24,322			94,363		1,660				172,941	1,660	174,601	-
Interest Income	-	49	38	36	(84)	36	27	27	26	(1)	19	19	19		155	57	212	212
<b>Total Revenues</b>	<b>267,606</b>	<b>49</b>	<b>1,734</b>	<b>8,944</b>	<b>83,617</b>	<b>36,437</b>	<b>5,581</b>	<b>18,967</b>	<b>97,754</b>	<b>1,826</b>	<b>10,048</b>	<b>1,621</b>	<b>1,621</b>	<b>1,601</b>	<b>253,083</b>	<b>16,717</b>	<b>269,800</b>	<b>2,194</b>
<b>Expenses:</b>																		
Legal	55,000		3,791			9,857	6,893	4,246	3,878	4,095	4,095	4,095	4,095	4,095	28,665	20,475	49,140	5,860
Accounting	6,000									1,200	1,200	1,200	1,200	1,200	-	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		19,056	10,024	29,080	(29,080)
Snow removal			95	303	1,015							500	500	500	1,413	1,500	2,913	(2,913)
Repairs/Additional Plantings			136			15,126	554		5,044						20,860	-	20,860	(20,860)
Management fees	32,000		1,072	1,511	1,229	1,128	915	1,368	1,330	1,222	1,222	1,222	1,222	1,222	8,553	6,109	14,662	17,338
Project Management	-		288	345		288	483	345	472	370	370	370	370	370	2,221	1,851	4,072	(4,072)
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	10	10	10	10	10		1,714	40	1,754	246
Office Supplies	1,000														-	-	-	1,000
Utilities	10,000														-	-	-	10,000
Xcel Energy		86	299	84	82	85	77	87	194	124	124	124	124	124	994	621	1,615	(1,615)
City of Arvada		1,212	86					382		420		420	420	420	1,680	1,260	2,940	(2,940)
Treasurer's fees	3,756		4	109	414	158	62	284	1	0	102	-	-	-	1,033	102	1,135	2,621
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	-
<b>Total Expenses (less contingency &amp; reserve)</b>	<b>224,341</b>	<b>8,857</b>	<b>8,059</b>	<b>5,347</b>	<b>11,938</b>	<b>29,148</b>	<b>11,500</b>	<b>19,194</b>	<b>15,079</b>	<b>20,301</b>	<b>34,692</b>	<b>10,447</b>	<b>10,027</b>	<b>27,494</b>	<b>109,123</b>	<b>102,961</b>	<b>212,084</b>	<b>12,257</b>
<b>Funds Remaining</b>	<b>43,265</b>	<b>(8,808)</b>	<b>(6,325)</b>	<b>3,596</b>	<b>71,679</b>	<b>7,289</b>	<b>(5,919)</b>	<b>(227)</b>	<b>82,675</b>	<b>(18,474)</b>	<b>(24,644)</b>	<b>(8,827)</b>	<b>(8,407)</b>	<b>(25,893)</b>	<b>143,960</b>	<b>(86,244)</b>	<b>57,716</b>	<b>14,451</b>

**CONDENSED SOURCES & USES**  
As of 9/23/21

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

<b>Pre - December 2, 2019 Summary</b>											
<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	<u>7.42</u>
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	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 9/23/21

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
<b>Total</b>		<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				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
<b>Total</b>					<u>27.50</u>		
<b>Total Acre Feet Remaining Unallocated</b>							<b>122.50</b>

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

**RESIDENTIAL WATER ALLOCATION COMMITMENTS**  
**As of 9/23/21**

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	<u>1039.01</u>	<b>0.00</b>
Total	<u><u>1275.01</u></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	<u>3.00</u>	<b>45.73</b>
Total	<u>344.00</u>	



# ENVIRONMENTAL DESIGNS, INC.

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## SNOW SERVICES AGREEMENT

**EDI Contact:** Matthew Ward  
**Project Name:** Jefferson Center Metro District  
**Project Address:** Candelas, Arvada, CO 80005

**Proposal #:** 96450  
**Effective Date:** October 1, 2021  
**Termination Date:** May 31, 2022

THIS SNOW SERVICES AGREEMENT (the "Agreement") is made and entered into as of 10/1/2021 (the "Effective Date") by and between Environmental Designs, Inc. (the "Contractor") and Jefferson Center Metro District (the "Client"), and shall remain in full effect until 5/31/2022 (the "Termination Date") subject to the terms and conditions herein. The Client and the Contractor agree as follows:

### 1. GENERAL PROVISIONS

- A. The Client agrees that the Client shall provide a Map of where they desire for snow to be piled from the snow plowing/shoveling services in this Agreement. The Client agrees that the Contractor will do everything in its power to move accumulated snow to the designated areas, however, in the case that there are multiple storms, when snow accumulation is deeper than usual, and/or when snow accumulation is wet and heavy, the Contractor will pile snow in the most convenient, safe area. When a Map is not provided, snow will be pushed to the most convenient, safe area. When snow can no longer be pushed to the designated area(s) and upon notice to Client, Contractor will use additional equipment (Skid Steer Tractor, Front End Loader,
- B. The Contractor and the 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 this Agreement and that the Contractor will use its best effort to have all snow plowing/shoveling services completed in a timely manner. In the event of a sustained snow event, additional trips shall be made as needed until the conclusion of the snow event. If snow accumulation does not reach the minimums outlined in this Agreement, then Contractor shall be held harmless from all snow and 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. The Client assumes all responsibility and shall hold harmless Contractor for any thaw and re-freeze conditions after the initial services were
- 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 the Contractor will use its best efforts to fulfill its obligations under this Agreement, the Contractor cannot offer any assurance that the driveways, parking lots or sidewalks will be completely free of snow or ice. It is the responsibility of the Client to advise its tenants, residents, and visitors of the potential for danger due to Winter conditions. The Client will advise the Contractor of any conditions it becomes aware of which create an unreasonable risk of injury or property damage in order that the Contractor has an
- D. Although the 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 which may occur from time to time after services have been performed related to the snow event or if the Client wishes to have services performed when accumulations do not reach the minimums outlined in this Agreement.
- F. The Client and the 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 in this Agreement.
- G. The Client agrees that if determined necessary by the Contractor, the Client shall be invoiced and shall timely pay for any Snow Staking and/or Site Protection efforts as detailed in this Agreement.
- H. This Agreement constitutes the entire agreement between the Client and the Contractor, and any prior agreements pertaining thereto, whether verbal or written, have been merged and integrated into this Agreement. No subsequent modification of any of the terms of this Agreement shall be valid, binding upon the parties, or enforceable unless made in writing and signed by both the Client and an authorized agent of the Contractor. Any obligation in this Agreement that, by its terms, is intended to be performed after completion shall survive the same.
- I. Any changes in the scope of service must be documented in writing. The Client assumes all risks involved when the Client makes any changes the scope of services as outlined within this Agreement. If no written documentation is provided, Contractor shall schedule and complete all services as outlined by the terms of this agreement, and bill accordingly.

### 2. INSURANCE

- A. The Contractor shall at all times be covered by adequate liability and workers compensation insurance. The Contractor shall provide proof of coverage to the client prior to work being performed.

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### 3. TERMINATION

- A. Either party may terminate this Agreement by written notice by certified mail to the other party. Notice to be given at least thirty (30) days prior to the effective date of such termination.
- B. In the event that Contractor cannot secure an adequate labor force to perform the work as outline within this agreement, at the sole discretion of Contractor, Contractor may cancel this agreement without penalty from Client subject to notification as outlined above.
- C. If payment for services rendered is delinquent by thirty (30) days or more, Environmental Designs, Inc. reserves the right to suspend services until the account is made current without any breach of contract.

### 4. SCOPE OF SERVICES

A. 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 the Client, as indicated below, the 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 Approves Snow Plowing Services	_____ Client declines Snow Plowing Services		
Client Initials	Client Initials		
Snow plowing shall begin when on site snow depth reaches: <input type="checkbox"/> Trace of Snowfall <input type="checkbox"/> 1" of Accumulation <input type="checkbox"/> 2" of Accumulation			
B. Ice Slicer Services can only be performed after Snow Plowing Services have been performed, therefore, the Client cannot approve Ice Slicer Services without first approving Snow Plowing Services. If approved by the Client, as indicated below, the Contractor shall apply Ice Slicer (Granular Magnesium Chloride) in parking and drive areas as needed to limit the buildup of ice. The Contractor shall not be held responsible for any plant loss caused by any chemical applications of ice control products. Contractor shall make any and all reasonable efforts to prevent excess application of ice control products.			
_____ Client Approves Ice Slicer Services	_____ Client declines Ice Slicer services		
Client Initials	Client Initials		
C. 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 the Client, as indicated below, the 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 Approves Snow Shoveling Services	_____ Client declines Snow Shoveling Services		
Client Initials	Client Initials		
Snow shoveling shall begin when on site snow depth reaches: <input type="checkbox"/> Trace of Snowfall <input type="checkbox"/> 1" of Accumulation <input type="checkbox"/> 2" of Accumulation			
D. Ice Melt Services can only be performed after Snow Shoveling Services have been performed, therefore, the Client cannot approve Ice Melt Services without first approving Snow Shoveling Services. If approved by the Client, as indicated below, the Contractor shall apply Ice melt on walkways and stairs to limit the buildup of ice. The 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 Approves Ice Melt Services.	_____ Client declines Ice Melt Services.		
Client Initials	Client Initials		

### 5. 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.	Mini-Skid Steer with Broom/Plow/Blower/Bucket	\$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	\$65.00/hour	Plus Materials
M.	Ice Slicer	\$0.35/pound	250 Pound Minimum
N.	Ice Melt	\$1.15/pound	50 Pound Minimum

<b>** All Rates will be increased by 50% if Client requests that services are performed during the holiday hours listed below.</b>			
- Thanksgiving Day, The Day After Thanksgiving (Black Friday), Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, and Easter Sunday			
_____ Client Approves Holiday Rate Increase	_____ Client declines Services during the holidays listed above.		
Client Initials	Client Initials		
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.			

### 6. 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 nonpayment and in such case shall be held harmless from any and all snow/ice related incidents.

### 7. ACCEPTANCE

ENVIRONMENTAL DESIGNS, INC.

Jefferson Center Metro District

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

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



# ENVIRONMENTAL DESIGNS, INC.

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## LANDSCAPE MAINTENANCE AGREEMENT

EDI Contact: Matthew Ward  
Project Name: Jefferson Center Metro District  
Project Address: Candelas, Arvada, CO 80005

Proposal #: 95940  
Effective Date: May 1, 2022  
Termination Date: April 30, 2023

THIS LANDSCAPE MAINTENANCE AGREEMENT (the "Agreement") is made and entered into as of 5/1/2022 (the "Effective Date") by and between Environmental Designs, Inc. (the "Contractor") and Jefferson Center Metro District (the "Client"). The Client and Contractor agree as follows:

### 1. SCOPE OF WORK

- A. The Contractor agrees to perform the work and services under this Agreement at its sole expense for all labor, materials, services, equipment, and tools required to fulfill its obligations and to properly execute and complete the work as described more particularly on the attachment (the "Work") identified as Exhibit A.
- B. The Contractor shall commence work on the Effective Date and shall expire on the Termination Date unless sooner terminated as provided in this Agreement.

### 2. GENERAL PROVISIONS

- A. The Contractor shall be responsible for any damages caused by his work force while performing the requirements of this agreement. The Contractor shall provide Labor and Materials for the repair or replacement of these damages.
- B. This proposal shall expire unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the offering party receives notice of acceptance within thirty (30) calendar days of the date of this contract. If accepted, this document shall become a contract between Client and Contractor. A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between Client and Contractor.
- C. This agreement constitutes the entire contract between the Client and Contractor, and any prior agreements pertaining thereto, whether verbal 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.

### 3. TERMINATION

- A. Either party may terminate this Agreement by written notice by certified mail to the other party. Notice to be given at least thirty (30) days prior to the effective date of such termination.
- B. Contractor and Client agree that the work performed is proportionally greater during the growing season. In the event of termination full payment for actual services performed or materials provided become due and payable on or before date of termination. In the event of pre-payment of services or materials not performed or provided, a refund will be due and payable on termination date.
- C. In the event that Contractor cannot secure an adequate labor force to perform the work as outline within this agreement, at the sole discretion of Contractor, Contractor may cancel this agreement without penalty from Client subject to notification as outlined above.
- D. If payment for services rendered is delinquent by thirty (30) days or more, Environmental Designs, Inc. reserves the right to suspend services until the account is made current without any breach of contract.

### 4. INSURANCE

- A. The Contractor shall at all times be covered by adequate liability and workers compensation insurance. The Contractor shall provide proof of coverage to the client prior to work being performed.

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# EXHIBIT A

## Scope of Services (the "Work")

<b>Weekly Services</b>	Frequency included in this Agreement	26
<p>Weekly Services shall include the weekly monitoring of landscape areas for loose trash and debris, trimming of turf areas where necessary, weed control in beds, blowing of grass clippings from walks, porches, and curb lines, and mowing of all turf areas to a height of 3"-4" from May to September and twice monthly in April and October. Steel-blade edging along sidewalks and curbs will be performed bi-weekly from April to October.</p> <p>The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.</p> <p><b>Commercial Applicators are licensed by the Colorado Department of Agriculture.</b></p>		
<b>Aeration - Spring</b>	Frequency included in this Agreement	1
<p>A core aeration of all turf areas shall be performed in the Spring to minimize the compaction of the soil which will promote greater air movement within the ground and, in turn, promote a healthier, stronger root system for the turf.</p>		
<b>Aeration - Fall</b>	Frequency included in this Agreement	1
<p>A core aeration of all turf areas shall be performed in the Fall to minimize the compaction of the soil which will promote greater air movement within the ground and, in turn, promote a healthier, stronger root system for the turf.</p>		
<b>Fertilization - Spring Turf</b>	Frequency included in this Agreement	1
<p>Spring Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to a strong "green up" during the spring, and with the slow-release nitrogen, the product not only benefits the turf for a longer period of time but also helps it to hold its color later into the season. The Spring Fertilization application of fertilizer is coupled with a granular pre-emergent weed control to mitigate germination of weeds in turf areas. Thus, reducing the overall volume of weeds to be controlled with a broadleaf herbicide.</p>		
<b>Fertilization - Summer Turf</b>	Frequency included in this Agreement	1
<p>Summer Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to maintaining a strong green appearance through the hot summer season and with the slow-release nitrogen, the product not only benefits the turf for a longer period of time but also helps it to hold its color later into the season.</p>		
<b>Fertilization - Fall Turf</b>	Frequency included in this Agreement	1
<p>Fall Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to maintaining a strong green appearance through the end of the growing season and will promote a healthy root system going into winter.</p>		
<b>Spring Leaf &amp; Debris Clean-up</b>	Frequency included in this Agreement	1
<p>Spring Leaf &amp; Debris Clean-up consists of the cleaning of any leftover leaves, bed maintenance, and edging along sidewalks and hardscape as needed.</p>		
<b>Fall Leaf &amp; Debris Clean-up</b>	Frequency included in this Agreement	1
<p>Fall Leaf and Debris Clean-up includes the raking or blowing of leaves and removal from landscape areas after all of the leaves have fallen from the trees and shrubs on the property. All leaves and debris will be disposed of off site.</p>		
<b>Prune / Cutback Grasses &amp; Perennials</b>	Frequency included in this Agreement	1
<p>Prune / Cutback Grasses &amp; Perennials includes the late winter or early spring cutting of the Ornamental Grasses and Perennials to promote healthy growth in the next growing season.</p>		
<b>Prune Trees &amp; Shrubs</b>	Frequency included in this Agreement	1
<p>This service includes the one-time pruning of all shrubs and ornamental trees (up to 12' in height) on site at the appropriate time during the growing season to accommodate normal growing habits. This includes the removal of nuisance growth and site restrictions. Large tree trimming and removal, rejuvenation pruning, full removal of dead and/or dying branches &amp; limbs, and other major pruning projects are available upon request under separate bid.</p>		

# EXHIBIT A

## Scope of Services (the "Work")

<b>Prune Trees &amp; Shrubs - Touchup</b>	<b>Frequency included in this Agreement</b>	<b>3</b>
This service includes additional rounds of selective pruning of nuisance growth and site restrictions on shrubs and ornamental trees (up to 12' in height) on site.		
<b>Irrigation Activation</b>	<b>Frequency included in this Agreement</b>	<b>1</b>
This service includes the activation of the irrigation system and a full system check. If any repairs are necessary to complete the activation of the irrigation system, a proposal for said repairs will be delivered for approval. Any delay in approving Spring Activation Repairs may result in a delay in fully activating the irrigation system.		
<b>Irrigation Checks - Bi-Weekly</b>	<b>Frequency included in this Agreement</b>	<b>14</b>
This service includes a full system check as necessary up to every other week during the growing season. This service includes checking the entire system for proper operation, the minor adjustment of irrigation heads, clearing plugged nozzles, and Irrigation Timer adjustments. In the event of a non-operable condition not caused by the Contractor's Mowing Operations, any irrigation system repairs necessary will be corrected and billed at \$75.00 per man hour plus materials and machine if necessary. This includes raising and lowering irrigation heads, clearing of plugged lines, replacement of broken or missing irrigation heads, redesign work, additions, valve locating, Irrigation Timer repairs and replacements, toning or tracing wires, and anything that requires digging or excavation.		
Contractor provides 24-Hour Emergency Service with a two hour minimum billed as outlined above.		
<b>Irrigation Winterization</b>	<b>Frequency included in this Agreement</b>	<b>1</b>
This service includes a fully system shutdown and Winterization.		
<b>Backflow Wrap</b>	<b>Frequency included in this Agreement</b>	<b>1</b>
This service includes the insulating and wrapping of backflow devices in order to prolong the watering season into the fall.		
<b>Pre-Emergent Application-Beds/Parking</b>	<b>Frequency included in this Agreement</b>	<b>1</b>
This service includes the spraying of a Pre-Emergent Weed Control Pesticide on all beds and cracks in the adjacent walks and parking areas.		
The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.		
<b>Commercial Applicators are licensed by the Colorado Department of Agriculture.</b>		
<b>Broadleaf Application Round 1</b>	<b>Frequency included in this Agreement</b>	<b>1</b>
This service includes one broadcast application of a Selective Post-Emergent Weed Control Pesticide to all turf areas.		
The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.		
<b>Commercial Applicators are licensed by the Colorado Department of Agriculture.</b>		
<b>Broadleaf Application Round 2</b>	<b>Frequency included in this Agreement</b>	<b>1</b>
This service includes one spot spray or full broadcast application of a Selective Post-Emergent Weed Control Pesticide to all turf areas as needed.		
The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.		
<b>Commercial Applicators are licensed by the Colorado Department of Agriculture.</b>		
<b>Winter Services</b>	<b>Frequency included in this Agreement</b>	<b>24</b>
Winter Services are included under this agreement and shall consist of a weekly policing of the property for removal of loose trash & debris.		

### Additional Services Addendums



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

In the event that any Additional Services are included in this agreement they shall be attached hereto as an Addendum to this Exhibit A and if executed properly shall be incorporated into the Scope of Services (the "Work") and any fees and terms shall be incorporated into this agreement.



# ENVIRONMENTAL DESIGNS, INC.

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

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

WWW.ENVIRONMENTALDESIGNS.COM

## ADDITIONAL SERVICES ADDENDUM Additional Scope of Services (the "Work") to the LANDSCAPE MAINTENANCE AGREEMENT

EDI Contact: Matthew Ward  
Project Name: Jefferson Center Metro District  
Project Address: Candelas, Arvada, CO 80005

Proposal #: 95941

THIS ADDITIONAL SERVICES ADDENDUM (the "Addendum") is made part of the LANDSCAPE MAINTENANCE AGREEMENT and more specifically Exhibit A, Scope of Services (the "Work") by and between Environmental Designs, Inc. (the "Contractor") and Jefferson Center Metro District (the "Client") entered into on 5/1/2022. The Client and Contractor agree as follows:

### 1. ADDITIONAL SCOPE OF WORK

#### PHC-Fall Deep Root Feeding

Frequency included in this Agreement 0

This proposal is for Deep Root Fertilization of all trees throughout the property. Fertilization promotes growth, and overall health

Please note- the injection consists of three fertilizer components; beneficial mycorrhizal spores, Coron fertilizer, and chelated micronutrients.

Group Price \$1,571.82

\_\_\_\_\_ By initialing here, Client agrees to adding only the services in this group to the Standard Maintenance Agreement. If all groups are not accepted by Client then the final price of this Addendum shall be adjusted accordingly.

### 2. PAYMENT TERMS

\_\_\_\_\_ By initialing here Client agrees to have the services approved above invoiced in whole at the time that the services are performed.

Total Price of Addendum: \$1,571.82

\_\_\_\_\_ By initialing here Client agrees to have the services approved above added to its monthly invoice outlined in the Landscape Maintenance Agreement

~~-1,489~~ Monthly Installments of: **-\$1.06**  
Starting: **May 2022**  
Ending:

### 3. ACCEPTANCE

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

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

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

Printed Name

Printed Name

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

 303.287.9113 Main  970.237.6225 Northern Colorado  12511 East 112th Avenue, Brighton, CO 80640  [environmentaldesigns.com](http://environmentaldesigns.com)



# ENVIRONMENTAL DESIGNS, INC.

DENVER METRO  
(303) 287-9113  
12511 E. 112TH AVE.  
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NORTHERN COLORADO  
(970) 237-6225  
3950 PATTON AVE.  
LOVELAND, CO 80538

WWW.ENVIRONMENTALDESIGNS.COM

## NATIVE MOWING ADDENDUM Additional Scope of Services (the "Work") to the LANDSCAPE MAINTENANCE AGREEMENT

EDI Contact: Matthew Ward  
Project Name: Jefferson Center Metro District  
Project Address: Candelas, Arvada, CO 80005

Proposal #: 95942

THIS NATIVE MOWING ADDENDUM (the "Addendum") is made part of the LANDSCAPE MAINTENANCE AGREEMENT and more specifically Exhibit A, Scope of Services (the "Work") by and between Environmental Designs, Inc. (the "Contractor") and Jefferson Center Metro District (the "Client") entered into on 5/1/2022. The Client and Contractor agree as follows:

### 1. ADDITIONAL SCOPE OF WORK

<b>Native Mowing Round 1</b>	Frequency included in this Agreement	1
This service includes one round of mowing of the Native Areas associated with this agreement.		
	Group Price	\$2,380.07
_____ By initialing here, Client agrees to adding only the services in this group to the Standard Maintenance Agreement. If all groups are not accepted by Client then the final price of this Addendum shall be adjusted accordingly.		

<b>Native Mowing Round 2</b>	Frequency included in this Agreement	1
This service includes one round of mowing of the Native Areas associated with this agreement.		
	Group Price	\$2,268.57
_____ By initialing here, Client agrees to adding only the services in this group to the Standard Maintenance Agreement. If all groups are not accepted by Client then the final price of this Addendum shall be adjusted accordingly.		

<b>Native Mowing Round 3</b>	Frequency included in this Agreement	1
This service includes one round of mowing of the Native Areas associated with this agreement.		
	Group Price	\$2,040.06
_____ By initialing here, Client agrees to adding only the services in this group to the Standard Maintenance Agreement. If all groups are not accepted by Client then the final price of this Addendum shall be adjusted accordingly.		

### 2. PAYMENT TERMS

\_\_\_\_\_ By initialing here Client agrees to have the services approved above invoiced in whole at the time that the services are performed.

Total Price of Addendum: **\$6,688.70**

\_\_\_\_\_ By initialing here Client agrees to have the services approved above added to its monthly invoice outlined in the Landscape Maintenance Agreement

~~-1,489~~ Monthly Installments of: **-\$4.49**  
Starting: **May 2022**  
Ending:

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





September 15, 2021

KIMBERLY A. MARTIN  
303 575 7552  
KMARTIN@OTTENJOHNSON.COM

**VIA E-MAIL – GBRADBURY@CHURCHRANCH.COM**

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

Re: Engagement for New Matter: Public Utilities Commission

Dear Gregg:

We are pleased that you have selected Otten Johnson as counsel to Jefferson Center Metropolitan District No. 1 (the "Client") in connection with the above-referenced matter. This letter is to summarize and confirm the terms and conditions we have discussed concerning our Firm's representation.

#### **SCOPE OF REPRESENTATION**

The scope of the services we have agreed to provide is as follows: Assist the Client with an application to the Colorado Public Utilities Commission for approval of railroad crossing improvements within the mixed-use development known as Candelas located in Arvada, Colorado. Our representation does not involve an undertaking to represent the Client or its interests in any other matter. In the event that we are requested and agree to provide additional services, we will confirm such engagement in writing.

We have been engaged to represent only the persons or entities identified as the Client in this engagement letter. Our representation of the Client does not extend to any affiliated individuals or entities not listed above, including any of the Client's owners, subsidiaries, or other affiliates, or any individual shareholders, directors, officers, members, managers, partners, employees, or other constituents of the Client other than those listed above. Because our representation of the Client in this matter does not create any attorney-client relationship between the Firm and any affiliates or individual constituents of the Client other than those listed above, you understand that we may undertake representation that could be adverse to your affiliates or individual constituents that are not our clients. If you have concerns about any particular situations that arise, you agree to promptly raise those concerns with us.

Jefferson Center Metropolitan District No. 1  
September 15, 2021  
Page 2

### **FEES, RETAINERS, AND BILLING**

We want to make sure that you understand the basis for determining the fees that we charge. Our fees are determined by our hourly rates based on the amount of time we devote to a project. Any estimates of fees that we may give from time to time are based on our judgment of the circumstances at a given time, and actual fees may be more or less than the estimated amount. Any estimate of fees we provide thus may not be considered as a minimum, maximum, or fixed fee quotation.

Brad Schacht will be the responsible attorney for this engagement, and his present hourly rate is \$545. Other attorneys and legal assistants in our Firm may also be utilized, and we will take your preferences into account in selecting the individuals who will be involved in our representation.

Hourly rates vary with the experience and seniority of the individuals assigned. The hourly rates of lawyers at Otten Johnson range from \$210/hour to \$700/hour; summer associates are \$150/hour; legal assistants or paralegals range from \$135/hour to \$285/hour and document clerks are \$60/hour. We will bill you for expenses incurred on your behalf related to providing services, including filing and recording fees, courier and messenger charges, computerized research charges, and other out-of-pocket expenses.

Our statements for professional fees and for reimbursement of costs incurred related to this engagement are rendered monthly and, unless other arrangements are made, payment in full is due within thirty (30) days after the date of the statement. Interest is charged at one percent (1%) per month on all balances outstanding for more than thirty (30) days. If you have any questions concerning any bill, we request that you raise them promptly. If a statement remains unpaid, we may, consistent with our ethical obligations and judicial requirements, cease performing services for you until arrangements satisfactory to us have been made for payment of arrearages and future fees and costs. You agree that, in such an event, we have the right to withdraw as your attorneys from any matter or proceeding in which we may be engaged. It is expressly understood that the Client's obligation to pay the Firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

Please note that we periodically adjust our billing rates. Adjustments to billing rates are generally made on an annual basis, and typically take effect on January 1. Any changes to billing rates will be reflected in the first billing statement that includes charges for services at any such adjusted rates.

This fee structure will apply to this matter and any future matters you may refer to the Firm unless other arrangements are made in writing.

### **CONFLICTS OF INTEREST**

Our Firm represents companies, individuals, municipalities, and other governmental entities. In some instances, the applicable rules of professional conduct may limit our ability to represent clients with conflicting or potentially conflicting interests. Those rules of conduct often allow us to exercise independent judgment in determining whether our relationship with one client prevents us from representing another client or potential

Jefferson Center Metropolitan District No. 1  
September 15, 2021  
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client. In other situations, we may be permitted to represent a client only if the other client consents to that representation.

We have completed a preliminary search of our records for conflicts of interest and, as you know, the Client, Cimarron Development Company, and Union Pacific Railroad Company are in the process of executing a conflict waiver letter regarding this matter. Excepting the foregoing, none were discovered which prohibit our representation of the Client.

### **COMMUNICATIONS AND CONFIDENTIALITY**

We have available Internet communication procedures that allow our attorneys and staff to use email for client communications concerning this matter. Accordingly, unless the Client specifically directs us otherwise, we may use unencrypted email sent on the Internet to communicate with the Client and send documents we have prepared or reviewed. As you are probably aware, the Internet does not provide a completely secure method of communication, and email may be copied and held by any computer through which it passes. Persons not participating in the communication may intercept emails, and emails stored on computers may be accessed by unauthorized parties. We will process personal data provided to us by you or your employees or agents in accordance with data protection standards required by applicable law.

Generally, communications between Otten Johnson and our clients are confidential and subject to the attorney-client privilege. However, if otherwise privileged communications are shared with others, that privilege may be lost.

We are required by federal law to inform you of our policies regarding privacy of client information. In the course of advising you, we may collect non-public personal information from you. You should know that all non-public personal information that we receive from you is held in confidence and is not released to people outside the Firm except as necessary to carry out our representation of you, as otherwise agreed to by you, or as required under an applicable law. While federal law requires us to inform you of our policy, it does not limit the attorney-client privilege or the confidentiality rules which are governed by state law and the rules of professional conduct. In order to guard your non-public personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

### **DOCUMENT RETENTION**

In the course of our engagement we may create a file containing correspondence, notes, and other written and electronic documents within the scope of services agreed to in this letter. The file will consist of those things, such as papers and electronic data that a lawyer would usually maintain in the ordinary course of practice. Not all papers and electronic data are maintained in the ordinary course of practice. For example, multiple copies or drafts of the same document may not be maintained. Be advised that you will be the owner of your file and the records kept within it by our Firm relating to this matter.

Subject to certain exceptions noted below, it is the general policy of our Firm, in the current matter and in any additional matter on which we are engaged by you, that we will retain your file in paper or electronic form for at least ten (10) years from the date our representation of you in the matter has ended, either by completion or



Jefferson Center Metropolitan District No. 1  
September 15, 2021  
Page 4

resolution of the matter or termination of the attorney-client relationship by our Firm or you. If you engage the Firm to represent you in more than one matter, a separate ten-year period will apply to each separate matter. In certain circumstances, such as when there is pending or threatened litigation relating to the matter which is known to us, we may be required by the Colorado Rules of Professional Conduct or other applicable law to maintain the file or certain documents within the file for a longer period. Following the expiration of the ten-year retention period, or any longer retention period that may apply, your file will be destroyed in due course, unless you previously have requested the original file be delivered to you.

At any time after a matter is completed or the attorney-client relationship is terminated, you may request that we deliver the original file to you or authorize us to destroy it. We may from time to time request that you consider one of those options. If you do request delivery or destruction of your file, we are authorized by the Colorado Rules of Professional Conduct to retain a copy of the file or any document in the file and, with respect to a certain limited category of documents such as engagement letters and documents relating to trust funds, we are required to retain a copy for a certain period of time. Additionally, in the event there is pending or threatened litigation, we will not be able to act upon your request until such time as the pending or threatened litigation has been resolved.

#### **TERMINATION OR CONCLUSION OF ENGAGEMENT**

You may terminate our representation at any time, with or without cause, by notifying us. If such termination occurs, your papers and property will be returned to you promptly upon request, however, we may retain copies of such information. Our own files pertaining to the case will be retained. Your termination of our services will not affect your responsibility for payment of legal services rendered and costs incurred before termination and in connection with an orderly transition of the matter.

We are subject to the rules and codes of professional responsibility for the jurisdictions in which we practice, which list several types of conduct or circumstances that require or allow us to withdraw from representing a client, including for example: nonpayment of fees or costs, misrepresentation or failure to disclose material facts, refusal to cooperate or communicate with us, failure to give truthful testimony, action contrary to our advice, and conflict of interest with another client. We will try to identify in advance and discuss with you any situation which may lead to our withdrawal and if withdrawal ever becomes necessary we shall immediately give you notice of our withdrawal.

In addition, and without limiting the preceding paragraph, in the event we have performed no work related to this engagement for you on your behalf for six (6) consecutive months, you agree that our attorney-client relationship will be terminated as it relates to this engagement. We will reopen this engagement upon your request.

#### **RESOLUTION OF DISPUTES AND JURY TRIAL WAIVER**

If you disagree with the amount of our fees or any aspect of our legal services, please do not hesitate to discuss your concerns frankly with me. Our experience has been that such disagreements can usually be resolved to the satisfaction of both sides with little inconvenience or formality. If such efforts are not successful, however, both the Firm and the Client agree that resolution of any dispute relating to our fees or the legal services

Jefferson Center Metropolitan District No. 1  
September 15, 2021  
Page 5

performed by the Firm will be adjudicated exclusively in the Colorado State District Court for the City and County of Denver, Colorado.

The Client irrevocably consents to the jurisdiction of such court for any such dispute. You further waive your right to a trial by jury in any such dispute and agree that all matters will be decided by a judge with jurisdiction over the matter.

This letter constitutes the entire understanding and agreement between the Client and the Firm regarding the Firm's engagement in this matter. If you find the proposed engagement terms acceptable, please execute and return a copy of this letter for our file.

We look forward to working closely with you on this matter. If you have any questions concerning the matters set forth in this letter or the services we are providing to you, please do not hesitate to call Brad or me.

The Firm and I thank you very much for your business, and we look forward to a successful working relationship with you.

Very truly yours,



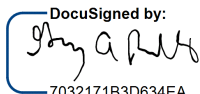
Kimberly A. Martin  
For the Firm

KAM/btf

cc: Megan Becher (by email - mbecher@specialdistrictlaw.com)  
Records Department

ACKNOWLEDGED AND AGREED TO this 15th day of September, 2021:

JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1

By:   
Name: Gregg Bradbury  
Title: Manager