

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

<https://jeffersoncentermd1.colorado.gov>

NOTICE OF REGULAR MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Gregg Bradbury	President	2027/May 2027
Jeff L. Nading	Treasurer	2025/May 2025
Charles Church McKay	Assistant Secretary	2027/May 2027
Steve Nading	Assistant Secretary	2025/May 2025
Brandon Dooling	Assistant Secretary	2027/May 2027
David Solin	Secretary	

DATE: Tuesday, October 22, 2024

TIME: 9:30 A.M.

PLACE: This meeting will be held via Zoom. The meeting can be joined through the directions below:

** Individuals requiring special accommodation to attend and/or participate in the meeting please advise the District Manager (dsolin@sdmsi.com or 303-987-0835) of their specific need(s) before the meeting.*

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

Phone Number: 1 (719) 359-4580

Meeting ID: 546 911 9353

Passcode: 912873

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

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

C. Review and approve Minutes of the September 24, 2024 Regular Meeting (enclosure).

II. PUBLIC COMMENT

A. Members of the public may express their views to the Boards on matters that affect the District. Comments will be limited to three (3) minutes per person.

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

- Ratify approval of Consulting Services Agreement between the District and Wall Group LLC, d/b/a Wall Kane Consulting.
- Ratify approval of Award of Construction Contract for P2/P4 (Candelas 93-72 Filing No. 1) to Colorado Civil Infrastructure in the amount of \$3,447,781.89.
- Ratify approval of Contractor Agreement between the District and ABC Asphalt, Inc. for Asphalt Paving, in the amount of \$11,998.00.
- Ratify approval of Change Order No. 1 to the Contract for Asphalt Paving between the District and ABC Asphalt, Inc. for Traffic Control in the amount of \$3,200.00.
- Ratify approval of Change Order No. 3 to the Contract for Highway 72 Parcel 6 between the District and SMH West LLC, for M&O Deduct, for a reduction in the contract amount of <\$27,787.12>.
- Ratify approval of Change Order No. 7 to the Contract for Barbara Gulch Grading & Utility Improvements between the District and Wagner Construction Inc., for Import to P6 Widening, in the amount of \$30,779.75.
- Ratify approval of Change Order No. 6 to the Contract for Highway 72 Widening at TM between the District and Wagner Construction Inc., for Erosion Control Deducts, for a reduction in the contract amount of <\$17,614.42>.
- Ratify approval of Task Order No. 30 to the Contract between the District and CTL Thompson, Inc., for P2/P4 Pavement Design, in the amount of \$7,800.00.
- Ratify approval of Task Order No. 19 to the Contract between the District and Kimley-Horn and Associates, Inc., for SH-72 & Hallett Street, in the amount of \$5,400.00.
- Ratify approval of Task Order No. 7 to the Contract between the District and Legacy Traffic Management, LLC, for Traffic Control – Candelas Parkway, in the amount of \$20,000.00.

IV. FINANCIAL MATTERS

- A. Review and consider approval of the payment of claims through the period ending October 22, 2024, in the amount of \$943,835.63 (enclosure).
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- B. Review and accept unaudited financial statements through the period ending June 30, 2024, and Schedules of Cash Position as of October 15, 2024 (enclosures).
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- C. Review forecasts of General Fund and Bond Fund Revenues and Expenditures (enclosure).
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- D. Review Expense Tracking Report and consider approval of District Expenditures Verification Report (enclosure).
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V. MANAGEMENT MATTERS

- A. Review Water Tracking Report (enclosure).
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VI. LEGAL MATTERS

- A. Discuss Deficiency Notice received from Mountain Shadows Metropolitan District relative to operation and maintenance of Patio Home Common Area. **ADJOURN TO EXECUTIVE SESSION, IF NECESSARY.**
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- B. Discuss matters relating to bankruptcy of JBS Pipeline Contractors. **ADJOURN TO EXECUTIVE SESSION, IF NECESSARY.**
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- C. EXECUTIVE SESSION: **ADJOURN TO EXECUTIVE SESSION, IF NECESSARY, TO RECEIVE LEGAL ADVICE ON SPECIFIC LEGAL QUESTIONS.**
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- D. Discuss Arvada water allocation process changes.
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VII. CONSTRUCTION MATTERS

- A. Review Construction Status Report (to be distributed).
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- 1. Consider approval of contracts, task orders, work orders and change orders.
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VIII. OPERATIONS/MAINTENANCE MATTERS

- A. Review and consider approval of a proposal from Environmental Designs, LLC for tree removal and replacement along Indiana St., in the amount of \$13,569.48 (enclosure).
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- B. Review and consider approval of a proposal from Environmental Designs, LLC for winter watering (enclosure).
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- C. Review and consider approval of a proposal from Environmental Designs, LLC for tree wrapping and wrap removal, in the amount of \$1,556.33 (enclosure).

- D. Review and consider approval of a proposal from Environmental Designs, LLC for 2024 – 2025 snow removal services and authorize preparation of a Service Agreement or Change Order, as appropriate (enclosure).

- E. Review and consider approval of a proposal from Environmental Designs, LLC for 2025 landscaping services and authorize preparation of a Service Agreement or Change Order, as appropriate (enclosure).

IX. CAPITAL IMPROVEMENTS

- A. Review and ratify approval of Cost Certification Report No. 25 prepared by Independent District Engineering Services, LLC, dated September 24, 2024, prepared by Independent District Engineering Services, LLC, certifying District-eligible expenditures in the amount of \$3,005,607.60 relative to Trailstone Filing No. 1 Public Improvements (“Report No. 25”) and ratify acceptance of certified costs in the amount of \$3,005,607.60 (enclosure).

 - 1. Discuss and consider ratification of authorization to reimburse Cimarron Commercial, LLC in the amount of \$3,005,607.00 per Report No. 25, pursuant to the Facilities Funding and Acquisition Agreement between the District and Cimarron Development Company (“CDC”), as amended, and pursuant to the Letter from CDC regarding Payment Directive Pertaining to Certified Costs for Trailstone Filing No. 1 Public Improvements.

- B. Review and consider approval of Cost Certification Report No. 26 prepared by Independent District Engineering Services, LLC, certifying District eligible expenditures relative to Trailstone Filing No. 1 Public Improvements (“Report No. 26”) and accept certified costs (**if available**).

1. Discuss and consider authorizing reimbursement to Cimarron Commercial, LLC in the amount certified per Report No. 26, pursuant to the Facilities Funding and Acquisition Agreement between the District and Cimarron Development Company (“CDC”), as amended, and pursuant to the Letter from CDC regarding Payment Directive Pertaining to Certified Costs for Trailstone Filing No. 1 Public Improvements.
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C. Discuss status of Amenity Construction, Acquisition and Reimbursement Agreement (Trailstone Development) by and between the District, Taylor Morrison of Colorado, Inc., and Cimarron Development Company.

D. Discuss status of Amenity Parcel Conveyance Agreement.

E. Discuss status of Management Agreement for Operation and Maintenance of the Trailstone Amenity and Open Space Tracts.

X. OTHER BUSINESS

A. _____

XI. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR NOVEMBER 26, 2024.**

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1 HELD SEPTEMBER 24, 2024

A Regular Meeting of the Board of Directors of the Jefferson Center Metropolitan District No. 1 (referred to hereafter as “Board”) was convened on Tuesday, September 24, 2024, at 9:30 a.m. This District Board meeting was held by via Zoom. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Gregg Bradbury, President
Jeff L. Nading, Treasurer
Charles Church McKay, Assistant Secretary
Steve Nading, Assistant Secretary
Brandon Dooling, Assistant Secretary

Also In Attendance Were:

David Solin and Diana Garcia; Special District Management Services, Inc. (SDMS)

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

Joy Tatton; Simmons & Wheeler, P.C.

Joe Campbell, Elesha Carbaugh-Gonzalez and Brandon Collins;
Independent District Engineering Services, LLC (IDES)

Gregg McKay; Member of the Public

ADMINISTRATIVE MATTERS

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

RECORD OF PROCEEDINGS

Agenda: The Board reviewed the Agenda for the meeting.

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

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

Minutes of August 27, 2024 Regular Meeting: The Board reviewed the Minutes of the August 27, 2024 Regular Meeting.

Following review and discussion, upon motion duly made by Director Bradbury, seconded by Director S. Nading, and upon vote, unanimously carried, the Board approved the Minutes of the August 27, 2024 Regular Meeting.

**PUBLIC
COMMENT**

There were no public comments.

**CONSENT
AGENDA**

The Board considered the following actions:

- Ratify approval of Contractor Agreement between the District and ADI Civil Corp for Sanitary Interceptor Crossing Candelas Parkway, in the amount of \$724,387.22.
- Ratify approval of Contractor Agreement between the District and All American Track, Inc. for Train Track Removal and Replacement, in the amount of \$20,686.00.
- Ratify approval of Consultant Agreement between the District and WSB Design and Consulting LLC for Inspection Services.
- Ratify approval of Consultant Agreement between the District and Barricade Holdings LLC D/B/A Colorado Barricade Co. for Barricade Services.
- Ratify approval of Task Order #1 to the Consultant Agreement between the District and Barricade Holdings LLC D/B/A Colorado Barricade Co. for SH 72 & Hallett Street Barrier in the amount of \$34,454.80.

RECORD OF PROCEEDINGS

- Ratify approval of Change Order #5 to the Contract for Barbara Gulch Grading & Utility Improvements between the District and Wagner Construction Inc., for Tree Removal, in the amount of \$33,947.69.
- Ratify approval of Change Order #6 to the Contract for Barbara Gulch Grading & Utility Improvements between the District and Wagner Construction Inc., for Waterline Changes, in the amount of \$66,097.50.
- Ratify approval of Task Order #18-A1 to the Service Agreement between the District and Independent District Engineering Services, LLC, for District Engineering Services Amendment #1, in the amount of \$10,485.00.
- Ratify approval of Task Order #19 to the Service Agreement between the District and Independent District Engineering Services, LLC, for District Engineering Services, in the amount of \$267,000.00.
- Ratify approval of Task Order #8-A11 to the Contract between the District and Martin/Martin, Inc., for On Call Service Amendment #11, in the amount of \$10,000.00.
- Ratify approval of Task Order #24-A18 to the Contract between the District and Martin/Martin, Inc., for Barbara Gulch Additional CA Amendment #18, in the amount of \$5,000.00.
- Ratify approval of Task Order #28-A1 to the Contract between the District and Martin/Martin, Inc., for Candelas Parkway Sidewalk Design Amendment #1, in the amount of \$4,000.00.
- Ratify approval of Task Order #29-A5 to the Contract between the District and Martin/Martin, Inc., for Dry Utility Coordination Amendment #5, in the amount of \$5,000.00.
- Ratify approval of Task Order #33-A8 to the Contract between the District and Martin/Martin, Inc., for P6 Highway 72 Widening Amendment #8, in the amount of \$5,000.00.
- Ratify approval of Task Order #34-A4 to the Contract between the District and Martin/Martin, Inc., for Parcels P2 & P4 Amendment #4, in the amount of \$10,000.00.
- Ratify approval of Task Order #35-A4 to the Contract between the District and Martin/Martin, Inc., for Barbara Gulch FP Grading Relocates Amendment #4, in the amount of \$30,000.00.
- Ratify approval of Task Order #1 to the Contract between the District and WSB Design and Consulting LLC, for Widening Inspection Services Amendment #1, in the amount of \$16,000.00.
- Ratify approval of Task Order #1-A1 to the Contract between the District and Triax Engineering, LLC, for Materials Testing Services Amendment #1, for a reduction in the contract amount of <\$1,621.25>.

Following review, upon motion duly made by Director S. Nading, seconded by Director J. Nading, and upon vote, unanimously carried, the

RECORD OF PROCEEDINGS

Board approved and/or ratified approval of, as appropriate, the above Consent Agenda items/actions.

FINANCIAL MATTERS

Claims: Ms. Tatton reviewed with the Board the claims through the period ending September 24, 2024.

Following review and discussion, upon motion duly made by Director J. Nading, seconded by Director S. Nading and, upon vote, unanimously carried, the Board ratified approval of the payment of claims through the period ending September 24, 2024, in the amount of \$1,834,843.08.

Schedules of Cash Position: Ms. Tatton reviewed with the Board the schedules of cash position for the General, Capital and Debt Funds as of September 18, 2024.

Following discussion, upon motion duly made by Director S. Nading, seconded by Director Dooling, and upon vote unanimously carried, the Board accepted the schedules of cash position for the General, Capital and Debt Funds as of September 18, 2024.

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

Expense Tracking Report and District Expenditures Verification Report prepared by Independent District Engineering Services, LLC (“IDES”): Ms. Carbaugh-Gonzalez presented to the Board the Expense Tracking Report and IDES’ report entitled “District Expenditures Verification for August 2024”, which summarizes IDES’ review and verification of the expenditures of the District for August 2024 related to certain District construction contracts. The Verification Report identified \$1,834,843.08 of District Eligible Expenses and \$0 of Non-Eligible Expenses.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director S. Nading and, upon vote, unanimously carried, the Board determined to accept the District Eligible Expenses.

2023 Audit: Ms. Tatton reviewed the 2023 Audit with the Board.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director S. Nading and, upon vote, unanimously carried, the Board approved the 2023 Audit and authorized execution of the Representations Letter.

RECORD OF PROCEEDINGS

MANAGEMENT MATTERS

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

Arvada Water Allocation: The Board discussed the Arvada Water Allocation process changes. No action was taken by the Board.

LEGAL MATTERS

Deficiency Notice Received from Mountain Shadows Metropolitan District Relative to Operation and Maintenance of Patio Home Common Area: The Board discussed the Deficiency Notice received from Mountain Shadows Metropolitan District (“MSMD”) relative to the operation and maintenance of the Patio Home Common Area. Following discussion, the Board directed Attorney Becher to discuss the potential exclusion of the townhomes with counsel for MSMD.

Bankruptcy of JBS Pipeline Contractors: No update was available. No Executive Session was necessary.

Executive Session to Receive Legal Advice on Specific Legal Questions: No Executive Session was necessary.

CONSTRUCTION MATTERS

Construction Status Report: Mr. Campbell reviewed with the Board the Project Status Report, dated September 24, 2024.

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

- Award of Construction Contract for P2/P4 (Candelas 93-72 Filing No. 1) in an amount not to exceed \$3,800,000.00, subject to final review and authorization by Directors Bradbury and J. Nading.
- Contractor Agreement between the District and ABC Asphalt, Inc. for Asphalt Paving, in the amount of \$11,998.00.
- Change Order No. 1 to the Contract for Asphalt Paving between the District and ABC Asphalt, Inc. for Traffic Control in the amount of \$3,200.00.
- Change Order No. 3 to the Contract for Highway 72 Parcel 6 between the District and SMH West LLC, for M&O Deduct, for a reduction in the contract amount of <\$27,787.12>.
- Change Order No. 7 to the Contract for Barbara Gulch Grading & Utility Improvements between the District and Wagner Construction Inc., for Import to P6 Widening, in the amount of \$30,779.75.
- Change Order No. 6 to the Contract for Highway 72 Widening at TM between the District and Wagner Construction Inc., for Erosion

RECORD OF PROCEEDINGS

Control Deducts, for a reduction in the contract amount of <\$17,614.42>.

- Task Order No. 30 to the Contract between the District and CTL Thompson, Inc., for P2/P4 Pavement Design, in the amount of \$7,800.00.
- Task Order No. 19 to the Contract between the District and Kimley-Horn and Associates, Inc., for SH-72 & Hallett Street, in the amount of \$5,400.00.
- Task Order No. 7 to the Contract between the District and Legacy Traffic Management, LLC, for Traffic Control – Candelas Parkway, in the amount of \$20,000.00.

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

OPERATIONS / MAINTENANCE MATTERS

Engagement of ArceCO Construction LLC: The Board discussed the engagement of ArceCO Construction LLC for trash removal services.

Following discussion, upon motion duly made by Director J. Nading, seconded by Director Bradbury and, upon vote unanimously carried, the Board approved the engagement of ArceCO Construction LLC for trash removal services.

CAPITAL IMPROVEMENTS

District Engineer’s Cost Certification Report No. 25, prepared by Independent District Engineering Services, LLC, certifying District eligible expenditures relative to Trailstone Filing No. 1 Public Improvements: The Board reviewed Cost Certification Report No. 25, (“Report No. 25”) dated September 24, 2024, prepared by Independent District Engineering Services, LLC, certifying District-eligible expenditures in the amount of \$3,005,607.60.

Following discussion, upon motion duly made by Director J. Nading, seconded by Director Dooling and, upon vote unanimously carried, the Board approved Report No. 25 in the amount of \$3,005,607.60.

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

RECORD OF PROCEEDINGS

certified per Report No. 25, pursuant to the Facilities Funding and Acquisition Agreement between the District and CDC and pursuant to the Letter from CDC regarding Payment Directive Pertaining to Certified Costs for Trailstone Filing No. 1 Public Improvements.

Following discussion, upon motion duly made by Director J. Nading, seconded by Director Dooling and, upon vote unanimously carried, the Board authorized reimbursement to Cimarron Commercial, LLC in the amount of \$3,005,607.60, pursuant to Report No. 25.

Disbursement Request No. 4 for Cimarron Commercial, LLC for the Post-Closing Escrow Agreement: The Board reviewed Disbursement Request No. 4 for Cimarron Commercial, LLC for the Post-Closing Escrow Agreement.

Following discussion, upon motion duly made by Director J. Nading, seconded by Director Dooling and, upon vote unanimously carried, the Board ratified approval of Disbursement Request No. 4 for Cimarron Commercial, LLC for the Post-Closing Escrow Agreement.

Amenity Construction, Acquisition and Reimbursement Agreement (Trailstone Development) by and between the District, Taylor Morrison of Colorado, Inc., and Cimarron Development Company: Attorney Becher updated the Board on the status of the Amenity Construction, Acquisition and Reimbursement Agreement Trailstone Development. No action was necessary.

Management Agreement for Operation and Maintenance of the Trailstone Amenity and Open Space Tracts: Attorney Becher updated the Board on the status of the Management Agreement for Operation and Maintenance of the Trailstone Amenity and Open Space Tracts. No action was necessary.

Engagement of Wall Kane Consulting Group: The Board discussed the engagement of Wall Kane Consulting Group for consulting services.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director McKay and, upon vote unanimously carried, the Board approved the engagement of Wall Kane Consulting Group for consulting services.

OTHER BUSINESS

There was no other business.

RECORD OF PROCEEDINGS

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made by Director J. Nading, seconded by Director McKay and, upon vote, unanimously carried, the meeting was adjourned without objection.

Respectfully submitted,

By _____
Secretary for the Meeting

Vendor	Invoice #	Date	Amount in USD	Expense Account	Account Number	Department
American Track		1 9/26/2004	19,652.18	Capital Outlay	7500	3
ArceCo Construction		1623 10/7/2024	414.46	Miscellaneous	6850	1
Aztec Consultants, Inc.		170684 9/6/2024	3,000.00	Capital Outlay	7500	3
Brownstein Hyatt Farber Schreck, LL		1005693 10/5/2024	558.11	Legal	6750	3
CDPHE	WC251162655	9/12/2024	350.00	Capital Outlay	7500	3
CDPHE	WC251164565	9/13/2024	350.00	Capital Outlay	7500	3
CDPHE	WC251164986	9/12/2024	350.00	Capital Outlay	7500	3
CDPHE	WC251164862	9/13/2024	350.00	Capital Outlay	7500	3
CDPHE	WC251163018	9/12/2024	350.00	Capital Outlay	7500	3
CDPHE	WC251162958	9/12/2024	350.00	Capital Outlay	7500	3
Colorado Special Districts Property and Liability Pool	25WC-60694-0247	8/7/2024	450.00	Prepaid Insurance	6700	1
Concrete Curb and Paving, Inc.		5 9/25/2024	(3,861.20)	Retainage Payable	3311	3
Concrete Curb and Paving, Inc.		5 9/25/2024	77,223.94	Capital Outlay	7500	3
Environmental Designs	CD50456734	10/1/2024	3,895.35	Landscape Maintenance	7100	1
Environmental Designs	CD50461113	10/10/2024	494.16	Landscape Maintenance	7100	1
Environmental Designs	CD50451581	9/20/2024	360.52	Landscape Maintenance	7100	1
Fiscal Focus Partners, LLC		23223 10/2/2024	6,700.00	Audit	6150	1
Galloway & Company Inc		141769 9/10/2024	1,025.75	Engineering	7840	3
Ground Engineering	241078.0-5	9/13/2024	6,986.25	Engineering	7840	3
Harvey Economics	10 01 2024	10/1/2024	502.50	Legal	6750	3
Independent District Engineering Services	PS-INV103482	9/30/2024	47,412.79	Project management	7800	3
Kimley Horn	096553015-0824	8/31/2024	2,400.00	Engineering	7840	3
Legacy Traffic Management		12890 9/23/2024	2,330.00	Capital Outlay	7500	3
	20.1481-00011, 21.0512-00029, 21.1528-00029,					
Martin Martin Inc	22.1574-00018, 23.1479-00010, 24.0710-00004	9/19/2024	19,506.25	Engineering	7840	3
Moore Electrical Enterprises Inc		12580 8/12/2024	12,824.00	Capital Outlay	7500	3
Papillon LLC		1679 9/25/2024	73,393.72	Project management	7800	3
SMH West, LLC		3 9/26/2024	(7,652.87)	Retainage Payable	3311	3
SMH West, LLC		3 9/26/2024	153,057.50	Capital Outlay	7500	3
Simmons & Wheeler, P.C.		38871 9/15/2024	2,191.11	Accounting	6170	1
Special District Management Services, Inc.	09 30 2024 JCMD1	9/30/2024	3,441.76	Management fees	6100	1
Storm Water Asset Protection, LLC	PS-INV103073	9/30/2024	2,968.61	Capital Outlay	7500	1
UMB Bank, N.A.		989519 9/23/2024	2,500.00	Paying agent fees	6680	2
UMB Bank, N.A.		989511 9/23/2024	3,000.00	Paying agent fees	6680	2
WKC LLC		21268 9/30/2024	6,783.31	Capital Outlay	7500	3
Wagner Construction, Inc.	3 Barbara Gulch	9/30/2024	(26,324.28)	Retainage Payable	3311	3
Wagner Construction, Inc.	3 Barbara Gulch	9/30/2024	526,485.68	Capital Outlay	7500	3
Xcel Energy		894145016 9/12/2024	16.03	Utilities	6950	1
			<u>943,835.63</u>			
			20,932.00	General		
			917,403.63	Capital		
			5,500.00	Debt		
			<u>943,835.63</u>			

Jefferson Center Metropolitan District No. 1
Financial Statements

June 30, 2024

ACCOUNTANT'S COMPILATION REPORT

Board of Directors
Jefferson Center Metropolitan District No. 1

Management is responsible for the accompanying financial statements of each major fund of Jefferson Center Metropolitan District No. 1, as of and for the period ended June 30, 2024, which are comprised of the Balance Sheet and the related Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Governmental Funds and account groups for the six months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit the Statement of Net Position, Statement of Activities, Management Discussion and Analysis and all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the District's financial position and results of operations. Accordingly, the financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to Jefferson Center Metropolitan District No. 1 because we performed certain accounting services that impaired our independence.

Simmons & Wheeler P.C.

September 30, 2024
Englewood, Colorado

Jefferson Center Metropolitan District No.1
Combined Balance Sheet
June 30, 2024

See Accountant's Compilation Report

	<u>General</u>	<u>Capital</u>	<u>Debt</u>	<u>Account</u>	<u>Total</u>
Assets	<u>Fund</u>	<u>Projects</u>	<u>Service</u>	<u>Groups</u>	<u>All Funds</u>
Current assets					
Cash checking	\$ -	\$ 105,861	\$ -	\$ -	\$ 105,861
Cash - Colotrust	301,949	4,358,098	671,708	-	5,331,755
Cash - Trustee	-	29,833,822	19,269,873	-	49,103,695
Cash with County Treasurer	25,302	-	253,231	-	278,533
AURA receivable	121,731	-	1,531,293	-	1,653,024
Prepaid expense	5,000	-	-	-	5,000
Due from JCMD #2	2,895	-	855,007	-	857,902
	<u>456,877</u>	<u>34,297,781</u>	<u>22,581,112</u>	<u>-</u>	<u>57,335,770</u>
Other assets					
Fixed assets	-	-	-	75,389,916	75,389,916
Amount available in debt service fund	-	-	-	22,578,312	22,578,312
Amount to be provided for retirement of debt	-	-	-	139,865,432	139,865,432
	<u>-</u>	<u>-</u>	<u>-</u>	<u>237,833,660</u>	<u>237,833,660</u>
	<u>\$ 456,877</u>	<u>\$ 34,297,781</u>	<u>\$ 22,581,112</u>	<u>\$ 237,833,660</u>	<u>\$ 295,169,430</u>
Liabilities and Equity					
Current liabilities					
Accounts payable	\$ 29,516	\$ 806,229	\$ 2,800	\$ -	\$ 838,545
Retainage payable	-	151,086	-	-	151,086
	<u>29,516</u>	<u>957,315</u>	<u>2,800</u>	<u>-</u>	<u>989,631</u>
Refunding Revue Loan, Series 2020A-1	-	-	-	23,325,000	23,325,000
Special Revenue Bonds, Series 2020A-2	-	-	-	16,265,000	16,265,000
Subordinate Special Revenue Bonds, Series 2020B	-	-	-	80,975,000	80,975,000
Line of Credit - Series 2010B	-	-	-	26,183,536	26,183,536
Accrued interest - Series 2010B	-	-	-	1,764,159	1,764,159
Series 2024C Bonds	-	-	-	13,695,000	13,695,000
Series 2024C Bonds - Accrued Interest	-	-	-	236,049	236,049
	<u>-</u>	<u>-</u>	<u>-</u>	<u>162,443,744</u>	<u>162,443,744</u>
Total liabilities	<u>29,516</u>	<u>957,315</u>	<u>2,800</u>	<u>162,443,744</u>	<u>163,433,375</u>
Fund equity and other credits					
Investment in fixed assets	-	-	-	75,389,916	75,389,916
Fund balance - Reserve Fund	-	-	11,653,268	-	11,653,268
Fund balance - Cap I Fund	-	-	12,303	-	12,303
Fund balance - Surplus Fund - \$3,578,798 max	-	-	3,578,798	-	3,578,798
Fund balance	427,361	33,340,466	7,333,943	-	41,101,770
	<u>427,361</u>	<u>33,340,466</u>	<u>22,578,312</u>	<u>75,389,916</u>	<u>131,736,055</u>
	<u>\$ 456,877</u>	<u>\$ 34,297,781</u>	<u>\$ 22,581,112</u>	<u>\$ 237,833,660</u>	<u>\$ 295,169,430</u>

Jefferson Center Metropolitan District No.1
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For the Six Months Ended June 30, 2024
General Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual 3 Months</u>	<u>Actual Year to Date</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues				
Property taxes	\$ 418,028	\$ 205,762	\$ 357,050	\$ (60,978)
Less AURA portion of District taxes	(187,832)	(149,462)	(266,532)	(78,700)
Specific ownership taxes	25,082	5,997	12,606	(12,476)
AURA tax increment	187,832	149,462	266,532	78,700
Interest income	50,000	55,818	65,280	15,280
	<u>493,110</u>	<u>267,577</u>	<u>434,936</u>	<u>(58,174)</u>
Expenditures				
Accounting	20,000	3,510	10,057	9,943
Audit	5,500	-	-	5,500
Election expense	2,000	34	107	1,893
Insurance	6,250	-	5,917	333
Landscape maintenance	31,600	10,658	19,259	12,341
Landscape repairs	15,000	6,406	10,517	4,483
Legal	55,000	26,420	53,075	1,925
Management fees	32,000	10,723	21,146	10,854
Miscellaneous	2,000	40	90	1,910
Office supplies	1,000	-	-	1,000
Project management	5,000	-	-	5,000
Repairs and maintenance	60,000	9,682	18,484	41,516
Snow removal	3,000	-	3,770	(770)
Treasurer fees	6,270	845	1,358	4,912
Utilities	10,000	425	2,094	7,906
Transfer to JCMD #2 General Fund	57,515	9,900	23,038	34,477
Transfer to Mt Shadows for O&M	15,103	-	-	15,103
Emergency reserve	7,639	-	-	7,639
Contingency	333,651	-	-	333,651
	<u>668,528</u>	<u>78,643</u>	<u>168,912</u>	<u>499,616</u>
Excess (deficiency) of revenues over expenditures	(175,418)	\$ <u>188,934</u>	266,024	441,442
Fund balance beginning	<u>175,418</u>		<u>161,337</u>	<u>(14,081)</u>
Fund balance ending	\$ <u>-</u>		\$ <u>427,361</u>	\$ <u>427,361</u>

Jefferson Center Metropolitan District No.1
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For the Six Months Ended June 30, 2024
Capital Projects Fund

See Accountant's Compilation Report

	<u>Annual</u> <u>Budget</u>	<u>Actual</u> <u>3 Months</u>	<u>Actual</u> <u>Year to</u> <u>Date</u>	<u>Variance</u> <u>Favorable</u> <u>(Unfavorable)</u>
Revenues				
Interest income	\$ 1,000,000	\$ 363,443	\$ 617,888	\$ (382,112)
Escrow Agreement	-	4,000,000	4,000,000	4,000,000
Other reimbursements	-	15,000	30,000	30,000
Bond Proceeds	15,000,000	13,695,000	13,695,000	(1,305,000)
Developer advances	<u>30,667,845</u>	<u>1,307,034</u>	<u>12,899,646</u>	<u>(17,768,199)</u>
	<u>46,667,845</u>	<u>19,380,477</u>	<u>31,242,534</u>	<u>(15,425,311)</u>
Expenditures				
Legal	40,000	43,176	60,692	(20,692)
Capital outlay	63,360,000	1,956,969	15,057,781	48,302,219
Project management	500,000	186,831	384,178	115,822
Issuance Costs	1,200,000	867,925	867,925	332,075
Miscellaneous	-	2,050	6,615	(6,615)
Repay developer advances - interest	-	13,752	13,752	(13,752)
Original issue discount	-	712,762	712,762	(712,762)
Engineering	<u>900,000</u>	<u>151,701</u>	<u>291,990</u>	<u>608,010</u>
	<u>66,000,000</u>	<u>3,935,166</u>	<u>17,395,695</u>	<u>48,604,305</u>
Excess (deficiency) of revenues over expenditures	(19,332,155)	\$ <u><u>15,445,311</u></u>	13,846,839	33,178,994
Fund balance beginning	<u>19,332,155</u>		<u>19,493,627</u>	<u>161,472</u>
Fund balance ending	\$ <u><u>-</u></u>		\$ <u><u>33,340,466</u></u>	\$ <u><u>33,340,466</u></u>

Jefferson Center Metropolitan District No.1
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For the Six Months Ended June 30, 2024
Debt Service Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual 3 Months</u>	<u>Actual Year to Date</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues				
Property taxes	\$ 4,183,700	\$ 2,059,304	\$ 3,573,425	\$ (610,275)
Less AURA portion of District taxes	(1,879,860)	(1,495,839)	(2,667,499)	(787,639)
Specific ownership taxes	251,022	60,029	126,167	(124,855)
Interest income	800,000	228,841	424,604	(375,396)
Transfer from District #2 DS	2,697,471	1,481,898	2,640,491	(56,980)
AURA tax increment	1,879,860	1,495,839	2,667,499	787,639
AURA increment - other governments	<u>1,799,108</u>	<u>683,738</u>	<u>1,518,475</u>	<u>(280,633)</u>
	<u>9,731,301</u>	<u>4,513,810</u>	<u>8,283,162</u>	<u>(1,448,139)</u>
Expenditures				
Transfer to District #2/Vauxmont - Debt Service	1,799,108	683,738	1,518,475	280,633
Series 2020 A-1 Principal	1,855,000	-	-	1,855,000
Series 2020 A-1 Interest	466,500	233,250	233,250	233,250
Series 2020 A-2 Interest	696,919	348,459	348,459	348,460
Series 2020B Interest	4,656,063	-	-	4,656,063
Paying agent fees	7,000	2,800	2,800	4,200
Treasurer's fees	<u>62,756</u>	<u>8,452</u>	<u>13,589</u>	<u>49,167</u>
	<u>9,543,346</u>	<u>1,276,699</u>	<u>2,116,573</u>	<u>7,426,773</u>
Excess (deficiency) of revenues over expenditures	187,955	\$ <u><u>3,237,111</u></u>	6,166,589	5,978,634
Fund balance beginning	<u>16,696,670</u>		<u>16,411,723</u>	<u>(284,947)</u>
Fund balance ending	\$ <u><u>16,884,625</u></u>		\$ <u><u>22,578,312</u></u>	\$ <u><u>5,693,687</u></u>

Jefferson Center Metropolitan District No. 1
Cash Position - General and Capital
October 15, 2024

	First Bank General Fund	First Bank Capital Fund	First Bank Debt	Colotrust General Fund	Colotrust Debt Service Fund - All	Colotrust Capital - Nading Trust, Facility Fees & Other Capital Income	UMB Subordinate Project Fund Series 2020B	UMB Project Fund Series 2024C	Total
Balance at 9/18/2024	0.00	45,113.13	0.00	277,237.52	940,197.23	4,771,402.48	14,554,091.54	12,233,020.54	32,821,062.44
9/24/2024 bill.com payments	(19,889.05)	(1,814,954.03)							(1,834,843.08)
Xcel Payments	(96.90)								(96.90)
City of Arvada Payments	(3,437.72)								(3,437.72)
Bank Charge	(10.00)								(10.00)
Miscellaneous	0.00			2,200.00					2,200.00
9/30/2024 Interest Income				25,789.97			59,503.39	52,315.01	137,608.37
Property taxes received 9/10/2024				2,105.33	21,070.58				23,175.91
Transfer between funds	23,433.67	(23,433.67)		(23,433.67)		23,433.67			0.00
Project Fund Requisition #66		1,807,248.40					(1,807,248.40)		0.00
Balance at 10/15/2024	0.00	13,973.83	0.00	283,899.15	961,267.81	4,794,836.15	12,806,346.53	12,285,335.55	31,145,659.02

Jefferson Center Metropolitan District No. 1
Cash Position - Debt Fund
October 15, 2024

	Colotrust Debt Service Fund - All	BBVA/PNC Reserve Fund Series 2020A-1	BBVA/PNC Loan Payment Fund Series 2020A-1	UMB Shared Pledged Rev - All	UMB Bond Fund Series 2020A-2	UMB Senior Cap I Fund - Series 2020A-2	UMB Subordinate Bond Fund Series 2020B	UMB Subordinate Cap I Fund Series 2020B	UMB Senior Reserve Fund Series 2020A-2	UMB Subordinate Reserve Fund Series 2020B	UMB Surplus Fund Series 2020B	UMB Bond Fund Series 2024C	Total
Balance at 9/18/2024 (CT) & 8/31/2024 remaining	940,197.23	3,172,902.77	80,395.79	5,043,529.72	56,499.97	12,302.94	102,684.26	0.00	1,513,335.08	7,483,708.86	4,420,862.33	0.00	22,826,418.95
8/31/2024 Interest Income		8,010.28	171.33	21,611.42	241.66	52.68	439.14	0.00	6,471.86	32,004.43	18,905.99		87,908.79
Property taxes received 9/10/2024	21,070.58												21,070.58
Balance at 10/15/2024 (CT) & 9/30/2024 remaining	961,267.81	3,180,913.05	80,567.12	5,065,141.14	56,741.63	12,355.62	103,123.40	0.00	1,519,806.94	7,515,713.29	4,439,768.32	0.00	22,935,398.32

JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1
2024 FORECAST OF GENERAL FUND REVENUES AND EXPENDITURES
AS of 9/30/2024

	Actual Paid/Received in												Estimated					Total	Total year to date & estimate	Difference to original budget
	2024 Budget	January	February	March	April	May	June	July	August	September	October	November	December	December 2024 received/paid in January 2025	Total Actual	Estimated				
Revenues:																				
Property taxes (net of AURA increment)	230,196		52	23,678	10,407	9,214	23,601	23,353	84	2,342	3				92,731	3	92,734	(137,462)		
Specific ownership taxes	25,082		2,496	2,112	1,985	2,048	1,696	2,240	2,193	2,074	2,097	2,097	2,097		16,843	6,291	23,134	(1,948)		
AURA tax increment - District's mill levy	187,832				34,493	82,662	27,646	55,257	66,667						266,725	-	266,725	78,893		
Interest Income	50,000	3,422	2,361	3,679	9,693	22,987	23,137	25,586	26,383	25,294	17,818	17,818	17,818		142,542	53,454	195,996	145,996		
Total Revenues	493,110	3,422	4,910	29,468	56,578	116,911	76,080	106,435	95,327	29,710	19,918	19,915	19,915	-	518,841	59,748	578,589	85,479		
Expenses:																				
Legal - District	55,000		11,375	5,556	9,724	8,033		10,309	14,126	7,735	6,500	6,500	6,500	6,500	66,858	26,000	92,858	(37,858)		
Accounting	20,000		2,534	2,647		2,504		2,373	1,765		2,111	2,111	2,111	2,111	11,823	8,444	20,267	(267)		
Audit	5,500														-	-	-	5,500		
Engineering															-	-	-	-		
Landscape Maintenance															-	-	-	-		
Monthly Ground Services	31,600	2,867	2,867	2,867	2,867	3,895	3,895	3,895	3,895	3,895	3,895	3,895	3,895		30,943	11,685	42,628	(11,028)		
Snow removal	3,000	120	1,740	390	1,280	240						300	300	300	3,770	900	4,670	(1,670)		
Repairs	15,000			4,110			2,676	3,730	1,572	1,168	1,657				13,256	1,657	14,913	87		
Management fees	32,000		3,013	3,494	3,916	5,463	2,543	2,716	5,638	2,910	4,242	4,242	4,242	4,242	29,693	16,968	46,661	(14,661)		
Project Management	5,000			-		-					1,250	1,250	1,250	1,250	-	5,000	5,000	-		
Elections	2,000			-	73	34									107	-	107	1,893		
Insurance	6,250	4,913	450	554											5,917	-	5,917	333		
Miscellaneous	2,000	30	10	10	10	10	20		10	10	10	10	10		110	30	140	1,860		
Office Supplies	1,000			-											-	-	-	1,000		
Repairs & maintenance	60,000		2,301	1,491	5,010	5,160	2,211	2,310	5,197	4,149	3,479	3,479	3,479	3,479	27,829	13,916	41,745	18,255		
Utilities	10,000														-	-	-	10,000		
Xcel Energy		111	113	98	101	97	95	103	126	129	108	108	108		973	324	1,297	(1,297)		
City of Arvada		1,215	133		-	133		161		3,438		1,016			5,080	1,016	6,096	(6,096)		
Treasurer's fees	6,270		10	355	156	138	354	350		35	0	-	-		1,400	0	1,400	4,870		
Transfer to #2 General Fund	57,515				3,873				17,881					17,881	21,754	35,761	57,515	-		
Transfer to Mt Shadows for O&M	15,103										15,103				-	15,103	15,103	-		
Total Expenses (less contingency & reserve)	327,238	9,256	24,546	21,572	27,010	25,707	11,794	25,947	50,211	23,469	56,236	22,911	21,895	35,763	219,513	136,804	356,317	(29,079)		
Funds Remaining	165,872	(5,834)	(19,637)	7,896	29,568	91,204	64,286	80,488	45,116	6,241	(36,317)	(2,996)	(1,980)	(35,763)	299,328	(77,056)	222,271	56,399		



Jefferson Center Metro District No. 1

District Expenditures Verification For September 2024



October 22, 2024

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

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

VERIFICATION FOR OCTOBER 2024

INTRODUCTION

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

ACTIVITIES CONDUCTED

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

SUMMARY AND RECOMMENDATION

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

1. At this time and based upon the information provided, we find **\$943,835.63** of the District Expenditures were appropriately classified as District Eligible Expenses.
2. At this time and based upon the information provided, we find **\$0.00** of the District Expenditures were appropriately classified as Non-Eligible Expenses.

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

Respectfully Submitted,
Independent District Engineering Services, LLC

Brandon Collins, PE
Attachments

Attachments

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

Attachment A

**Jefferson Center Metropolitan District No. 1
October 2024 Report for September 2024 Expenditures**

Vendor	Description	Invoice Number	Invoice Date	Invoiced Amount	District Expenditures	Non Eligible Expenses
American Track	Barbara Gulch Train Track Removal and Replacement	Pay Application #1	9/26/24	\$ 19,652.18	\$ 19,652.18	\$ -
ArceCO Construction	Trash Pickup	O&M	10/7/24	\$ 414.46	\$ 414.46	\$ -
Aztec Consultants, Inc.	Candelas Parkway & Highway 72 Sidewalk Staking	170684	9/6/2024	\$ 3,000.00	\$ 3,000.00	\$ -
Brownstein Hyatt Farber Schreck, LLP	Candelas Community Commercial Parcels Project	1005693	10/5/2024	\$ 558.11	\$ 558.11	\$ -
CDPHE	Permit for Candelas Indiana North	WC251162655	9/12/24	\$ 350.00	\$ 350.00	\$ -
CDPHE	Permit for SH72 P6 Widening	WC251164986	9/12/24	\$ 350.00	\$ 350.00	\$ -
CDPHE	Permit for Sanitary Interceptor	WC251163018	9/12/2024	\$ 350.00	\$ 350.00	\$ -
CDPHE	Permit for Highway 72 Widening	WC251162958	9/12/2024	\$ 350.00	\$ 350.00	\$ -
CDPHE	Permit for Barbara Gulch Phase 1A and 1B	WC251164565	9/12/2024	\$ 350.00	\$ 350.00	\$ -
CDPHE	Permit for Candelas Parkway Sidewalk	WC251164862	9/12/2024	\$ 350.00	\$ 350.00	\$ -
Colorado Special Districts Property & Liability	Board Member Coverage	O&M	8/7/2024	\$ 450.00	\$ 450.00	\$ -
Concrete Curb and Paving, Inc.	Highway 72 and Candelas Parkway Sidewalk Improvements	Pay Application 5	8/25/2024	\$ 73,362.74	\$ 73,362.74	\$ -
Environmental Design	Irrigation Repairs	O&M	9/20/2024	\$ 360.52	\$ 360.52	\$ -
Environmental Design	Monthly Maintenance	O&M	10/1/2024	\$ 3,895.35	\$ 3,895.35	\$ -
Environmental Design	Irrigation Repairs	O&M	10/10/2024	\$ 494.16	\$ 494.16	\$ -
Fiscal Focus Partners LLC	2023 Financial Statements	O&M	10/2/2024	\$ 6,700.00	\$ 6,700.00	\$ -
Galloway & Company, Inc.	Highway 72 P1, P3, & P5 Landscape	141769	9/10/2024	\$ 1,025.75	\$ 1,025.75	\$ -
Ground Engineering	Barbara Gulch Grading & Utility Improvements	2410787.0-5	9/13/2024	\$ 6,986.25	\$ 6,986.25	\$ -
Harvey Economics	JCMD Case	220251	10/1/2024	\$ 502.50	\$ 502.50	\$ -
IDES LLC	District Engineering Management	PS-INV103482	9/30/2024	\$ 47,412.79	\$ 47,412.79	\$ -
Kimley-Horn	SH-72 & Hallett Street	096553015-0854	8/31/2024	\$ 2,400.00	\$ 2,400.00	\$ -
Legacy Traffic Management	Traffic Control	12890	9/23/2024	\$ 2,330.00	\$ 2,330.00	\$ -
Martin/Martin, Inc	Engineering	20.1481-00011	9/19/2024	\$ 1,050.00	\$ 1,050.00	\$ -
Martin/Martin, Inc	Engineering	21.0512-00029	9/19/24	\$ 2,448.75	\$ 2,448.75	\$ -
Martin/Martin, Inc	Engineering	21.1528-00029	9/19/24	\$ 540.00	\$ 540.00	\$ -
Martin/Martin, Inc	Engineering	22.1574-00018	9/16/2024	\$ 2,632.50	\$ 2,632.50	\$ -
Martin/Martin, Inc	Engineering	23.1479-00010	9/19/2024	\$ 3,087.50	\$ 3,087.50	\$ -
Martin/Martin, Inc	Engineering	24.0710-00004	9/16/24	\$ 9,747.50	\$ 9,747.50	\$ -
Moore Electrical Enterprises, Inc.	Candelas Parkway ROW Irrigation Electric	12580	8/12/2024	\$ 12,824.00	\$ 12,824.00	\$ -
Papillon, LLC	District Management	1679	9/25/2024	\$ 73,393.72	\$ 73,393.72	\$ -
SDMS	Expenses	O&M	9/30/2024	\$ 32.36	\$ 32.36	\$ -
SDMS	Board Meetings	O&M	9/30/2024	\$ 2,086.10	\$ 2,086.10	\$ -
SDMS	Management Matters	O&M	9/30/2024	\$ 912.40	\$ 912.40	\$ -
SDMS	Records Management	O&M	9/30/2024	\$ 152.10	\$ 152.10	\$ -
SDMS	Management-Audit Matters	O&M	9/30/2024	\$ 43.60	\$ 43.60	\$ -
SDMS	Field Maintenance and Repair	O&M	9/30/2024	\$ 101.20	\$ 101.20	\$ -
SDMS	Website Design/Maintenance	O&M	9/30/2024	\$ 114.00	\$ 114.00	\$ -
Simmons Wheeler	Accounting Services	O&M	9/15/2024	\$ 2,191.11	\$ 2,191.11	\$ -
SMH West, LLC	Parcel 6 Widening	Pay Application #3	9/26/2024	\$ 145,404.63	\$ 145,404.63	\$ -
SWAP, LLC	Storm Water Management	O&M	9/30/2024	\$ 2,968.61	\$ 2,968.61	\$ -
UMB Bank N.A.	Paying Agent Fees	O&M	9/23/2024	\$ 3,000.00	\$ 3,000.00	\$ -
UMB Bank N.A.	Paying Agent Fees	O&M	9/23/2024	\$ 2,500.00	\$ 2,500.00	\$ -
Wall Kane Consulting	Monthly Retainer	21268	9/30/2024	\$ 6,783.31	\$ 6,783.31	\$ -
Wagner Construction, Inc.	Barbara Gulch	Pay Application #3	9/31/24	\$ 500,161.40	\$ 500,161.40	\$ -
Xcel Energy	9375 Indiana St	O&M	9/12/24	\$ 16.03	\$ 16.03	\$ -
TOTALS				\$943,835.63	\$943,835.63	\$ -

Note 1: Operating and Maintenance Expenditures are not reviewed or verified by IDES, but are included to show total District expenditures for the month.
 Note 2: Legal expenses paid out of the Capital fund are not reviewed or verified by IDES, but are included to show total District expenditures for the month.

Summary of Previous Expenditures

Description	Invoiced Amount	District Portion	Developer Portion
January 2017	\$337,753.11	\$337,753.11	\$0.00
February-March 2017	\$116,080.01	\$116,080.01	\$0.00
April 2017	\$75,005.08	\$75,005.08	\$0.00
May 2017	\$57,781.98	\$57,781.98	\$0.00
June 2017	\$261,915.95	\$261,915.95	\$0.00
July 2017	\$266,824.36	\$266,824.36	\$0.00
August 2017	\$364,857.30	\$364,857.30	\$0.00
September 2017	\$340,314.01	\$340,314.01	\$0.00
October 2017	\$838,218.91	\$838,218.91	\$0.00
November 2017	\$888,004.91	\$888,004.91	\$0.00
December 2017	\$1,208,041.62	\$1,208,041.62	\$0.00
January 2018	\$760,267.53	\$760,267.53	\$0.00
February 2018	\$939,099.20	\$939,099.20	\$0.00
March 2018	\$694,085.71	\$694,085.71	\$0.00
April 2018	\$827,383.01	\$827,383.01	\$0.00
May 2018	\$382,771.64	\$382,771.64	\$0.00
June 2018	\$339,925.95	\$339,925.95	\$0.00
July 2018	\$856,161.45	\$529,086.02	\$327,075.43
August 2018	\$519,684.00	\$462,220.92	\$57,463.08
September 2018	\$389,595.70	\$327,889.63	\$61,706.07
October 2018	\$228,840.41	\$171,908.57	\$56,931.84
November 2018	\$749,718.53	\$708,861.25	\$40,857.28
December 2018 - January 2019	\$1,230,066.43	\$1,151,816.67	\$78,249.76
February 2019	\$278,928.38	\$266,096.45	\$12,831.93
March 2019	\$698,469.84	\$652,102.11	\$46,367.73
April 2019	\$803,521.05	\$756,683.29	\$46,837.76
May 2019	\$536,182.92	\$425,132.62	\$111,050.30
June 2019	\$771,189.76	\$768,047.76	\$3,142.00
July 2019	\$284,197.11	\$284,197.11	\$0.00
August 2019	\$469,632.07	\$469,632.07	\$0.00
September 2019	\$396,712.41	\$388,404.57	\$8,307.84
October 2019	\$273,917.13	\$269,494.88	\$4,422.25
November 2019	\$615,452.49	\$599,820.91	\$15,631.58
December 2019	\$682,556.83	\$542,504.05	\$140,052.78
January 2020	\$773,963.90	\$488,995.98	\$284,967.92
February 2020	\$1,167,673.53	\$798,368.25	\$369,305.28
March 2020	\$496,421.09	\$338,423.36	\$157,997.73
April 2020	\$202,212.02	\$162,345.74	\$39,866.28
May 2020	\$235,045.54	\$235,045.54	\$0.00
June 2020	\$369,447.64	\$364,032.64	\$5,415.00
July 2020	\$126,774.67	\$126,774.67	\$0.00
August 2020	\$990,507.47	\$990,507.47	\$0.00
September 2020	\$1,179,949.52	\$1,128,626.84	\$51,322.68
October 2020	\$797,278.71	\$797,278.71	\$0.00
November 2020	\$776,496.17	\$776,496.17	\$0.00
December 2020	\$942,278.42	\$915,988.76	\$26,289.66
January 2021	\$551,927.49	\$551,927.49	\$0.00
February 2021	\$317,086.29	\$317,086.29	\$0.00
March 2021	\$525,741.00	\$525,741.00	\$0.00
April 2021	\$200,792.43	\$200,792.43	\$0.00
May 2021	\$179,914.87	\$179,914.87	\$0.00
June 2021	\$271,788.88	\$271,788.88	\$0.00
July 2021	\$1,139,804.90	\$1,128,133.33	\$11,671.57
August 2021	\$131,274.85	\$131,274.85	\$0.00
September 2021	\$378,520.94	\$378,520.94	\$0.00
October 2021	\$249,917.37	\$249,917.37	\$0.00
November 2021	\$131,989.28	\$131,989.28	\$0.00
December 2021	\$4,412,190.17	\$4,412,190.17	\$0.00
January 2022	\$734,763.46	\$734,763.46	\$0.00
February 2022	\$653,761.70	\$653,761.70	\$0.00
March 2022	\$245,119.21	\$243,704.07	\$1,415.14
April 2022	\$1,487,997.38	\$946,502.04	\$541,495.34
May 2022	\$732,288.66	\$616,891.76	\$115,396.90
June 2022	\$1,323,839.00	\$1,298,515.12	\$25,323.88
July 2022	\$661,227.07	\$661,227.07	\$0.00
August 2022	\$2,083,444.71	\$1,835,795.65	\$247,649.06
September 2022	\$980,968.17	\$980,968.17	\$0.00
October 2022	\$723,594.50	\$723,594.50	\$0.00
November 2022	\$1,193,501.76	\$1,098,831.40	\$94,670.36
December 2022	\$1,503,116.56	\$1,500,981.20	\$2,135.36
January 2023	\$884,884.07	\$878,791.17	\$6,092.90
February 2023	\$517,583.79	\$514,451.92	\$3,131.87
March 2023	\$1,076,963.47	\$1,059,947.47	\$17,016.00
April 2023	\$1,643,434.43	\$1,640,668.34	\$2,766.09
May 2023	\$1,196,915.35	\$1,196,915.35	\$0.00
June 2023	\$416,902.00	\$416,902.00	\$0.00
July 2023	\$861,473.14	\$834,674.13	\$26,799.01
August 2023	\$338,378.46	\$336,534.40	\$1,844.06
September 2023	\$1,296,308.00	\$1,296,308.00	\$0.00
October 2023	\$835,811.66	\$835,811.66	\$0.00
November 2023	\$705,124.78	\$705,124.78	\$0.00
December 2023	\$1,249,538.51	\$1,249,538.51	\$0.00
January 2024	\$525,035.03	\$525,035.03	\$0.00
February 2024	\$373,512.49	\$373,512.49	\$0.00
March 2024	\$1,345,476.96	\$1,345,476.96	\$0.00
April 2024	\$369,724.67	\$369,724.67	\$0.00
May 2024	\$335,943.49	\$335,943.49	\$0.00
June 2024	\$673,644.08	\$659,891.82	\$13,752.26
July 2024	\$760,654.26	\$760,654.26	\$0.00
August 2024	\$2,486,839.73	\$2,486,839.73	\$0.00
September 2024	\$1,834,843.08	\$1,834,843.08	\$0.00
October 2024 (Current)	\$943,835.63	\$943,835.63	\$0.00
Total	\$68,028,603.20	\$64,971,351.22	\$3,057,251.98

Attachment B

**Jefferson Center Metropolitan District No. 1
 October 2024 Report for September 2024 Expenditures
 By Category**

Category	Description	District Expenditures	Non-Eligible Expenditures
Construction			
01	Mobilization	\$24,602.50	\$0.00
02	Insurance	\$0.00	\$0.00
03	Bonds	\$581.44	\$0.00
04	Bonds (Project Financing)	\$0.00	\$0.00
05	Fees/Permits	\$0.00	\$0.00
06	Grading	\$177,344.28	\$0.00
07	Box Culvert/Bridges	\$0.00	\$0.00
08	Erosion Control	\$15,113.00	\$0.00
09	Sanitary Sewer	\$0.00	\$0.00
10	Sanitary Sewer Services	\$0.00	\$0.00
11	Waterline	\$133,925.84	\$0.00
12	Waterline Services	\$0.00	\$0.00
13	Storm Sewer/Drainage	\$212,584.35	\$0.00
14	Concrete	\$77,923.94	\$0.00
15	Paving	\$100,893.00	\$0.00
16	Roadway Signage and Striping (not Monumentation)	\$0.00	\$0.00
17	Monumentation and Walls	\$0.00	\$0.00
18	Landscaping and Fencing	\$22,177.90	\$0.00
19	Construction-Offsites (SH72, Jefferson Beltway, etc.)	\$0.00	\$0.00
20	Transportation (Parking Lots, P&R, bus stop, etc.)	\$0.00	\$0.00
21	Dry Utility Service Infrastructure and Services	\$0.00	\$0.00
22	Dry Utility Substation (Power, Cell, Cable, etc.)	\$0.00	\$0.00
23	Traffic Lights/Signalization	\$0.00	\$0.00
24	Fire Protection/Fire Station	\$0.00	\$0.00
25	Mosquito Control	\$0.00	\$0.00
26	Parks & Rec	\$0.00	\$0.00
27	TV Relay and Translation	\$0.00	\$0.00
49	Retainage	-\$38,872.68	\$0.00
Subtotal Construction		\$726,273.57	\$0.00
Consulting			
60	Legal Services	\$7,843.92	\$0.00
61	District Management	\$47,412.79	\$0.00
62	District Management (Papillon)	\$73,393.72	\$0.00
63	Planning/Engineering	\$22,932.00	\$0.00
64	Geotechnical/Testing	\$6,986.25	\$0.00
65	Survey	\$30,461.38	\$0.00
66	Stormwater Management	\$0.00	\$0.00
67	Misc. Professional Services	\$0.00	\$0.00
68	Fees/Permits	\$2,100.00	\$0.00
69	Professional-Offsites (SH72, Jefferson Beltway, etc.)	\$0.00	\$0.00
70	Real Estate and ROW Acquisitions	\$0.00	\$0.00
Subtotal Consulting		\$191,130.06	\$0.00
Operating and Maintenance Expenditures		\$26,432.00	\$0.00
Total		\$943,835.63	\$0.00

Attachment C

**Jefferson Center Metropolitan District No. 1
October 2024 Report for September 2024 Expenditures
Candelas Subdivisions Post-Bond Contract Summary**

Contractors (District Portion)

Contractor (Vendor Number)	Contract (District)	Change Orders (District)	Total Contract (District)	Amount Paid (District)	Remaining (District)
(11) Wyoco Erosion Control	\$232,840.71	\$0.00	\$232,840.71	\$232,840.71	\$0.00
(18) Premier Earthworks & Infrastructure (Subdivisons)					
Candelas Point	\$2,856,963.93	\$468,403.61	\$3,325,367.54	\$3,325,367.53	\$0.00
Candelas Medical	\$1,590,950.26	\$470,376.31	\$2,061,326.57	\$2,061,326.57	\$0.00
Kings North	\$796,908.07	\$47,080.79	\$843,988.86	\$843,988.85	\$0.00
(28) Golden Triangle Construction (GTC)	\$152,906.00	\$28,226.00	\$181,132.00	\$181,132.00	\$0.00
(36) Kelley Trucking	\$1,241,330.73	\$321,271.53	\$1,562,602.26	\$1,562,602.26	\$0.00
(38) Hogan Action Services	\$28,600.00	\$0.00	\$28,600.00	\$28,600.00	\$0.00
(39) Hogan Works	\$23,279.55	\$40,288.50	\$63,568.05	\$63,249.55	\$318.50
(41) NRE Excavating - Candelas Medical Phase 2 Utilities	\$725,619.00	\$99,243.02	\$824,862.02	\$824,862.02	\$0.00
(43) KECI Colorado, Inc	\$236,938.00	\$22,436.80	\$259,374.80	\$259,374.80	\$0.00
(45) Miller Wall Company	\$1,077,183.00	\$1,226,258.65	\$2,303,441.65	\$2,303,441.65	\$0.00
(46) GH Phipps	\$575,050.00	-\$595.46	\$574,454.54	\$574,454.54	\$0.00
(47) Badger Daylighting Corp.	\$10,000.00	-\$2,830.00	\$7,170.00	\$7,170.00	\$0.00
(48) Legacy Traffic Management	\$10,150.00	\$66,920.00	\$77,070.00	\$74,866.00	\$2,204.00
(49) Powell Restoration	\$22,906.56	\$36,040.75	\$58,947.31	\$50,307.15	\$8,640.16
(50) Standard Fence	\$35,875.00	\$2,165.00	\$38,040.00	\$38,040.00	\$0.00
(55) JBS Pipeline Contractors	\$775,376.50	\$153,079.92	\$928,456.42	\$928,456.42	\$0.00
(56) Hogan Action Services	\$0.00	\$5,800.00	\$5,800.00	\$5,800.00	\$0.00
(57) Miller Wall Company	\$0.00	\$29,993.00	\$29,993.00	\$29,993.00	\$0.00
(58) Rocosas Concrete - R&R	\$0.00	\$2,080.00	\$2,080.00	\$2,080.00	\$0.00
(59) Timco Blasting and Coatings	\$1,119,152.00	\$31,538.98	\$1,150,690.98	\$1,150,690.98	\$0.00
(60) Wagner Construction - Candelas Indiana North	\$5,123,050.76	\$235,398.56	\$5,358,449.32	\$5,358,449.32	\$0.00
(63) Leo Landscape - Indiana North	\$243,488.98	\$8,444.32	\$251,933.30	\$235,190.48	\$16,742.82
(74) Leo Landscape - CP & Hwy 72 Landscape & Irrigation	\$788,078.50	\$0.00	\$788,078.50	\$213,797.50	\$574,281.00
(75) Concrete Curb & Paving	\$593,814.42	\$86,284.60	\$680,099.02	\$578,252.10	\$101,846.92
(65) Wagner Construction - Sanitary Interceptor	\$5,545,092.50	-\$897,599.18	\$4,647,493.32	\$4,647,493.32	\$0.00
(66) Wagner Construction - Highway 72 Widening	\$1,883,500.00	\$258,475.38	\$2,141,975.38	\$2,032,763.89	\$109,211.49
(67) ABC Asphalt	\$41,741.00	\$399.50	\$42,140.50	\$30,044.50	\$12,096.00
(68) RCD Construction	\$195,162.90	-\$14,269.38	\$180,893.52	\$167,740.42	\$13,153.10
(69) Champion Fence	\$47,456.00	\$0.00	\$47,456.00	\$47,456.00	\$0.00
(70) Martin Marietta	\$22,200.00	\$0.00	\$22,200.00	\$22,200.00	\$0.00
(76) APC Construction Co.	\$43,394.00	\$7,484.74	\$50,878.74	\$50,878.74	\$0.00
(77) Ayers Contracting Enterprises	\$3,200.00	\$0.00	\$3,200.00	\$3,200.00	\$0.00
(79) Lumin8	\$24,265.00	\$7,140.00	\$31,405.00	\$31,405.00	\$0.00
(80) JBS Pipeline Contractors - SH72 P6 (See notes)	\$169,939.69	-\$3,819.72	\$166,119.97	\$91,357.88	\$74,762.09
(80) Copeland Precast (*See note)	\$6,895.56	\$0.00	\$6,895.56	\$6,895.56	\$0.00
(80) Martin Marietta (*See note)	\$17,741.03	\$0.00	\$17,741.03	\$17,741.03	\$0.00
(80) P&H Equipment, Inc. (*See note)	\$32,907.50	\$0.00	\$32,907.50	\$32,907.50	\$0.00
(80) Sunbelt Rentals (*See note)	\$14,002.66	\$0.00	\$14,002.66	\$14,002.66	\$0.00
(80) Winsupply Commercial (*See note)	\$123,840.90	\$0.00	\$123,840.90	\$123,840.90	\$0.00
(80) Beautiful Ground Land Surveying (*See note)	\$1,262.50	\$0.00	\$1,262.50	\$1,262.50	\$0.00
(81) NRE Excavating - Barbara Gulch Drain Extension	\$165,508.00	\$39,666.50	\$205,174.50	\$194,915.77	\$10,258.73
(82) SMH West (**See note)	\$1,414,000.00	\$88,674.27	\$1,502,674.27	\$782,548.15	\$720,126.12
(83) Wagner Construction - Barbara Gulch Grading & Utilities	\$3,448,663.00	\$553,976.42	\$4,002,639.42	\$2,084,559.80	\$1,918,079.62
(84) EMR Enterprises - Detention Pond Maintenance	\$17,065.00	\$24,642.50	\$41,707.50	\$30,832.51	\$10,874.99
(86) Environmental Designs (**See note)	\$81,098.24	\$0.00	\$81,098.24	\$0.00	\$81,098.24
(87) Taylor Morrison - Trailstone Ph 1S-1B Sanitary Sewer	\$350,000.00	\$0.00	\$350,000.00	\$350,000.00	\$0.00
(88) WSB, LLC	\$16,000.00	\$0.00	\$16,000.00	\$0.00	\$16,000.00
(89) American Track	\$20,686.00	\$9,316.00	\$30,002.00	\$19,652.18	\$10,349.82
(91) ADI Civil	\$724,387.22	\$0.00	\$724,387.22	\$0.00	\$724,387.22
(93) ABC - P6 Crossings	\$11,998.00	\$3,200.00	\$15,198.00	\$0.00	\$15,198.00
(94) BlastCraft LLC	\$8,500.00	\$0.00	\$8,500.00	\$0.00	\$8,500.00
(95) Colorado Civil Infrastructure Inc.	\$3,447,781.89	\$0.00	\$3,447,781.89	\$0.00	\$3,447,781.89
(96) DACS Asphalt & Concrete	\$33,014.00	\$0.00	\$33,014.00	\$0.00	\$33,014.00

CDPHE	\$2,210.00	\$0.00	\$2,210.00	\$2,210.00	\$0.00
Capital Legal Costs	\$285,309.49	\$0.00	\$285,309.49	\$285,309.49	\$0.00
City of Arvada - Water Acquisition	\$1,135,700.00	\$0.00	\$1,135,700.00	\$1,135,700.00	\$0.00
City of Arvada - Coal Creek Tank	\$3,800,000.00	\$0.00	\$3,800,000.00	\$3,800,000.00	\$0.00
City of Arvada - Candelas Pkwy & Hwy 72 Tap Fees	\$118,525.45	\$0.00	\$118,525.45	\$118,525.45	\$0.00
City of Arvada - Purple Line IGA	\$2,015,000.00	\$0.00	\$2,015,000.00	\$2,015,000.00	\$0.00
Level 3 Financing, Inc. (Lumen)	\$23,687.86	\$0.00	\$23,687.86	\$23,687.86	\$0.00
Cimarron Commercial, LLC - Coal Creek Overflow Easment	\$111,425.00	\$0.00	\$111,425.00	\$111,425.00	\$0.00
Cimarron Commercial, LLC - Water Tank	\$875,000.00	\$0.00	\$875,000.00	\$875,000.00	\$0.00
Cimarron Commercial, LLC - Otten Johnson	\$30,036.67	\$0.00	\$30,036.67	\$30,036.67	\$0.00
Cimarron Commercial, LLC - Taylor Morrison Note	\$881,893.68	\$0.00	\$881,893.68	\$881,893.68	\$0.00
Cimarron Development Company - City of Arvada	\$7,337.20	\$0.00	\$7,337.20	\$7,337.20	\$0.00
Cimarron Development Company - Xcel Reimbursement	\$143,691.92	\$0.00	\$143,691.92	\$143,691.92	\$0.00
Cimarron Development Company - Denver Water License	\$2,050.00	\$0.00	\$2,050.00	\$2,050.00	\$0.00
SEMA Final Acceptance Costs	\$78,236.30	\$0.00	\$78,236.30	\$78,236.30	\$0.00
Smart Reservoir & Irrigation Co. Inc.	\$5,794.70	\$0.00	\$5,794.70	\$5,794.70	\$0.00
Xcel Energy	\$2,105,517.17	\$0.00	\$2,105,517.17	\$2,105,517.17	\$0.00
Total Contracts (District Portion)	\$48,265,289.54	\$3,472,358.91	\$51,737,648.45	\$43,828,723.73	\$7,908,924.72
Previous Month's Total			\$48,231,110.71		
Increase or Decrease			\$3,506,537.74		

* JBS subcontractors were paid per JBS bankruptcy. Amounts paid to subcontractors were deducted from the JBS (SH72 P6) contract amount.

** SMH West Change Order 2 is to complete JBS work. The amount has been deducted from the JBS (SH72 P6) contract amount.

*** Environmental Designs contract is to complete JBS work. The amount had been deducted from the JBS (SH72 P6) contract amount.

**** Legacy costs due to JBS delays. The amount of costs related to delay have been deducted from the JBS (SH72 P6) contract amount.

Contractors (Developer Portion)

Contractor (Vendor Number)	Contract (Developer)	CO's (Developer)	Total Contract (Developer)	Amount Paid (Developer)	Remaining (Developer)
(36) Kelley Trucking	\$778,638.14	\$247,815.45	\$1,026,453.59	\$1,026,453.59	\$0.00
(18) Premier Earthworks & Infrastructure (Subdivisions)					
Candelas Point	\$255,150.15	\$99,107.15	\$354,257.30	\$354,257.29	\$0.00
Candelas Medical	\$88,510.68	\$144,920.62	\$233,431.30	\$233,431.30	\$0.00
Kings North	\$171,536.09	\$0.00	\$171,536.09	\$171,536.08	\$0.00
(60) Wagner Construction - Candelas Indiana North	\$275,045.24	\$0.00	\$275,045.24	\$275,045.24	\$0.00
Xcel Energy	\$824,442.98	\$0.00	\$824,442.98	\$824,442.98	\$0.00
Total Contracts (Developer Portion)	\$2,393,323.27	\$491,843.22	\$2,885,166.49	\$2,885,166.48	\$0.01
Previous Month's Total			\$2,885,166.49		
Increase or Decrease			\$0.00		

Consultants

Consultant (Vendor Number)	TO #	Total Task Order Amount	Amount Paid	Remaining
SH72/SH93 Crossing Investigation	1	\$20,000.00	\$20,000.00	\$0.00
SH72/SH93 Crossing Investigation	2	\$10,000.00	\$10,000.00	\$0.00
SH72/SH93 Crossing Investigation	3	\$58,660.00	\$54,627.50	\$4,032.50
(52) 360 Rail Services	Total	\$88,660.00	\$84,627.50	\$4,032.50
Temporary Flow Monitoring	1	\$31,750.00	\$31,750.00	\$0.00
(78) ADS Environmental	Total	\$31,750.00	\$31,750.00	\$0.00
Candelas Parkway & Highway 72 Sidewalk Staking	4	\$6,500.00	\$5,000.00	\$1,500.00
(01) Aztec Consultants	Total	\$6,500.00	\$5,000.00	\$1,500.00
SH 72 & Hallett Street Barrier	1	\$34,454.80	\$0.00	\$34,454.80
(90) Colorado Barricade	Total	\$34,454.80	\$0.00	\$34,454.80
CM MSE Wall Design	12	\$9,000.00	\$9,000.00	\$0.00
Candelas Medical Phase 2 Grading	13	\$23,379.00	\$23,379.00	\$0.00
Candelas Medical Phase 2 Retaining Walls	14	\$16,743.00	\$16,743.00	\$0.00
Candelas Medical Phase 2 Utilities	15	\$17,204.50	\$17,204.50	\$0.00
W 91st Subgrade Investigation & Pavement Design	16	\$4,950.00	\$4,950.00	\$0.00
Candelas Parkway Observation and Testing	17	\$1,344.00	\$1,344.00	\$0.00
Hwy 72, Joyce St, Indiana Widening	18	\$33,687.47	\$33,687.47	\$0.00
Candelas Medical F1, Ph 2 Roadway	19	\$9,217.00	\$9,217.00	\$0.00
North Indiana Lots 1-3 Geotech	20	\$5,000.00	\$5,000.00	\$0.00
Engineering Consultation of Western Pond Slope Failure	21	\$875.00	\$875.00	\$0.00
Hwy 72 / Hwy 93 Subgrade Investigation & Pavement Design	22	\$23,300.00	\$23,300.00	\$0.00
Hwy 72 Roadway & Box Culvert, Hwy 72 East of Hwy 92	23	\$9,083.00	\$9,083.00	\$0.00
Candelas Indiana North	24	\$83,438.25	\$83,438.25	\$0.00
Candelas Parkway & Hwy 72 Subgrade Investigation & Pavement Design	25	\$3,000.00	\$3,000.00	\$0.00
Candelas Point Asphalt Concrete RR for Warranty	26	\$1,038.00	\$1,038.00	\$0.00
Hwy 72 Widening, Parcel 6	27	\$11,500.00	\$11,500.00	\$0.00
Hwy 72 & Hwy 93 Subgrade Investigation & Pavement Design	28	\$2,502.00	\$2,502.00	\$0.00

Candelas Indiana North		29	\$9,332.00	\$9,332.00	\$0.00
Barbara Gulch Interior Roads		30	\$7,800.00	\$0.00	\$7,800.00
(02) CTL Thompson, Inc.		Total	\$272,393.22	\$264,593.22	\$7,800.00
SUE for SH72		1	\$74,152.73	\$74,152.73	\$0.00
SUE for 93-72 South		2	\$181,070.00	\$0.00	\$181,070.00
(72) Encompass Services, LLC		Total	\$255,222.73	\$74,152.73	\$181,070.00
On-Call Survey		2	\$79,867.32	\$79,867.32	\$0.00
SCL Landscape Design		5	\$17,328.70	\$17,328.70	\$0.00
Candelas Point Design		15	\$57,129.00	\$56,529.00	\$600.00
Joyce & Indiana Street Landscape		17	\$19,200.00	\$16,106.25	\$3,093.75
Hwy 72 & Hwy 93 P2 & P4 Landscape		18	\$10,500.00	\$5,372.50	\$5,127.50
Hwy 72 & Hwy 93 P1, 3, and 5 Landscape		19	\$16,000.00	\$3,483.59	\$12,516.41
(04) Galloway & Company		Total	\$200,025.02	\$178,687.36	\$21,337.66
Trailstone Recreation Center Design		01	\$543,701.00	\$168,421.52	\$375,279.48
(71) Golden Triangle Construction, Inc.		Total	\$543,701.00	\$168,421.52	\$375,279.48
Subsurface Utility Engineering		01	\$14,300.00	\$14,300.00	\$0.00
SUE for SH72 over Denver Water's Boulder Canal		02	\$14,500.00	\$14,500.00	\$0.00
(53) Goodbee & Associates, LLC		Total	\$28,800.00	\$28,800.00	\$0.00
Barbara Gulch Grading & Utilities		01	\$34,965.00	\$14,110.00	\$20,855.00
(84) Ground Engineering		Total	\$34,965.00	\$14,110.00	\$20,855.00
District Oversight		10	\$111,000.00	\$111,000.00	\$0.00
District Oversight		11	\$30,000.00	\$30,000.00	\$0.00
District Oversight		12	\$35,000.00	\$35,000.00	\$0.00
District Oversight		13	\$219,250.00	\$219,250.00	\$0.00
District Oversight		14	\$228,000.00	\$228,000.00	\$0.00
District Oversight		15	\$268,000.00	\$268,000.00	\$0.00
District Oversight		16	\$298,500.00	\$298,500.00	\$0.00
District Oversight		17	\$276,500.00	\$276,500.00	\$0.00
District Oversight		18	\$283,485.00	\$283,485.00	\$0.00
District Oversight		19	\$267,000.00	\$92,830.63	\$174,169.37
(05) IDES		Total	\$2,016,735.00	\$1,842,565.63	\$174,169.37
Candelas Point Traffic Signal Design		4	\$1,980.00	\$1,980.00	\$0.00
Traffic Impact Study		9	\$14,700.00	\$14,700.00	\$0.00
Traffic Impact Study		10	\$8,800.00	\$8,800.00	\$0.00
Traffic Compliant Letter		11	\$1,500.00	\$1,500.00	\$0.00
Taylor Morrison Traffic Impact Study		12	\$4,000.00	\$4,000.00	\$0.00
Candelas South Traffic Impact Study		13	\$8,200.00	\$8,200.00	\$0.00
Candelas 72-93 Traffic Impact Study		14	\$7,000.00	\$7,000.00	\$0.00
Candelas 72-93 Traffic Impact Study		15	\$4,200.00	\$4,200.00	\$0.00
CDOT Access Coordination Amendment		16	\$2,500.00	\$2,500.00	\$0.00
OCC Industrial - Candelas Parcel P6		17	\$10,700.00	\$10,700.00	\$0.00
72-93 Parcels P2 & P4 - Traffic Compliance		18	\$4,500.00	\$4,500.00	\$0.00
SH-72 & Hallett Street		19	\$5,400.00	\$2,400.00	\$3,000.00
(06) Kimley-Horn		Total	\$73,480.00	\$70,480.00	\$3,000.00
SCL Medical		2	\$291,034.00	\$283,997.60	\$7,036.40
SH93/SH72		3	\$318,908.16	\$318,908.16	\$0.00
Additional Legal Services		7	\$155,000.00	\$152,880.09	\$2,119.91
On-Call Survey		8	\$85,800.00	\$79,423.00	\$6,377.00
Jefferson Pkwy Coordination		9	\$38,805.75	\$38,805.75	\$0.00
Grading Analysis		10	\$58,880.46	\$58,880.46	\$0.00
Big Dry Creek at Indiana		14	\$19,978.75	\$19,978.75	\$0.00
Layout of new ROW, Place White Lid for Panels at each Tee, etc.		16	\$2,968.84	\$2,968.84	\$0.00
Candelas/Indiana Intersection Modifications		19	\$13,700.00	\$13,700.00	\$0.00
Candelas Medical/Big Dry Creek Floodplan		20	\$7,890.00	\$7,890.00	\$0.00
Grading/Earthwork/Taylor Morrison Parcels		21	\$30,795.00	\$30,795.00	\$0.00
Indiana & Highway 72		22	\$445,800.00	\$444,355.73	\$1,444.27
Candelas Indiana Widening		23	\$114,669.33	\$114,669.33	\$0.00
Colorado Highway 72 Widening		24	\$858,100.00	\$851,167.60	\$6,932.40
Candelas Sanitary Sewer Outfall		25	\$185,031.84	\$182,531.84	\$2,500.00
Hwy 72 Waterline Due Diligence		26	\$75,291.25	\$75,291.25	\$0.00
Candelas Consolidated Drainage Due Diligence		27	\$25,000.00	\$24,988.75	\$11.25
Candelas Parkway Sidewalk Design Plans		28	\$19,000.00	\$18,985.00	\$15.00
DU Coordination/Legal Description/Exhibits		29	\$43,000.00	\$40,021.25	\$2,978.75
Arvada Water & San Sewer Study Analysis		30	\$27,162.50	\$27,162.50	\$0.00
Candelas Parcel P1, P3, and P5		31	\$354,000.00	\$284,208.28	\$69,791.72
Welton Parcel Concept Grading		32	\$10,000.00	\$9,982.50	\$17.50
P6 Hwy 72 Widening		33	\$222,150.00	\$215,423.18	\$6,726.82
Parcels P2 & P4		34	\$330,500.00	\$330,052.12	\$447.88
Barbara Gulch FP Grading/Utility Relocates		35	\$148,500.00	\$118,638.75	\$29,861.25
Hwy 72 Tebo Parcel Widening Construction Design		36	\$184,500.00	\$16,967.50	\$167,532.50
Zephyr Tank Design Review		37	\$10,000.00	\$3,928.75	\$6,071.25
(08) Martin/Martin		Total	\$4,076,465.88	\$3,766,601.98	\$309,863.90
Master Planning and Graphics		3	\$15,000.00	\$15,000.00	\$0.00
Candelas Streetscape		4	\$41,150.00	\$41,150.00	\$0.00
Master Planning and Graphics		5	\$1,910.31	\$1,910.31	\$0.00
JCMD Streetscape		6	\$3,000.00	\$2,001.95	\$998.05
(27) Norris Design		Total	\$61,060.31	\$60,062.26	\$998.05
Candelas ROW - Irrigation Electric		1	\$25,648.00	\$12,824.00	\$12,824.00
(85) Moore Electric Enterprises		Total	\$25,648.00	\$12,824.00	\$12,824.00

Management		1-4	\$903,542.19	\$903,542.19	\$0.00
Management		5	\$377,000.00	\$377,000.00	\$0.00
Management		6	\$247,000.00	\$247,000.00	\$0.00
Management		7	\$413,000.00	\$413,000.00	\$0.00
Management		8	\$195,260.00	\$195,260.00	\$0.00
Management		9	\$347,798.00	\$266,967.62	\$80,830.38
(12) Papillon		Total	\$2,483,600.19	\$2,402,769.81	\$80,830.38
JCMD Sanitary Interceptor		1	\$14,450.00	\$14,450.00	\$0.00
Hwy 72 Percolation Testing		2	\$5,200.00	\$5,200.00	\$0.00
(64) Rocky Mountain Group		Total	\$19,650.00	\$19,650.00	\$0.00
On-Call Survey		1	\$5,000.00	\$380.00	\$4,620.00
(51) RM Meridian		Total	\$5,000.00	\$380.00	\$4,620.00
SH 72 - Candelas Sanitary Project		1	\$44,308.36	\$44,308.36	\$0.00
SH 72 - Candelas Roadway Project		2	\$37,861.50	\$37,861.50	\$0.00
SH 72 - Candelas Waterline, Parcel P3, Parcel P5		3	\$66,999.50	\$66,999.50	\$0.00
Highway 93 and Highway 72 Widening Project		4	\$36,569.50	\$36,569.50	\$0.00
(54) SurvWest		Total	\$185,738.86	\$185,738.86	\$0.00
Erosion Control Management - Candelas Point		1-2	\$45,500.00	\$45,500.00	\$0.00
Erosion Control Management - Kings North		1-2	\$7,000.00	\$7,000.00	\$0.00
Erosion Control Management - Candelas Medical		1-2	\$17,500.00	\$17,500.00	\$0.00
Storm Water Management		3	\$21,000.00	\$21,000.00	\$0.00
Storm Water Management		4	\$12,000.00	\$12,000.00	\$0.00
Storm Water Management		5	\$12,000.00	\$12,000.00	\$0.00
Storm Water Management		6	\$9,750.56	\$9,750.56	\$0.00
(10) SWAP		Total	\$124,750.56	\$124,750.56	\$0.00
Candelas Environmental Permitting		2	\$3,000.00	\$3,000.00	\$0.00
CLOMR Joyce Street Culvert Crossing		3	\$8,310.00	\$8,310.00	\$0.00
Joyce Street Culvert Crossing		4	\$1,914.02	\$1,914.02	\$0.00
SH72/SH93 Crossing Intersection Compliance		5	\$8,000.00	\$8,000.00	\$0.00
Highway 93 and Highway 72 North Environmental Support		6	\$55,600.00	\$55,600.00	\$0.00
Environmental Support for Highway 93 Expansion		7	\$4,300.00	\$4,300.00	\$0.00
Environmental Support for Highway 93 Expansion		8	\$8,500.00	\$2,976.96	\$5,523.04
(33) SWCA		Total	\$89,624.02	\$84,100.98	\$5,523.04
Materials Testing Services, SH72 Water Main		1	\$5,622.15	\$5,622.15	\$0.00
Materials Testing Services, Sanitary Interceptor		2	\$33,620.00	\$31,998.75	\$1,621.25
Materials Testing Services, Highway 72 Widening		3	\$21,664.51	\$21,664.51	\$0.00
Materials Testing Services, Highway 72 Widening P6		4	\$19,855.00	\$6,679.00	\$13,176.00
Materials Testing Services, Highway 72 & Candelas Pkwy Sidewalk		5	\$7,960.00	\$7,705.63	\$254.37
Compaction Testing, Highway 72 & Candelas Pkwy Sidewalk		6	\$5,313.00	\$0.00	\$5,313.00
(62) TRIAX		Total	\$94,034.66	\$73,670.04	\$20,364.62
Sanitary Sewer Flow Update		1	\$29,700.00	\$29,102.60	\$597.40
(26) TST, Inc.		Total	\$29,700.00	\$29,102.60	\$597.40
CDOT Inspections		1	\$16,000.00	\$0.00	\$16,000.00
(92) WSB		Total	\$16,000.00	\$0.00	\$16,000.00
City of Arvada - Alkire Lift Station			\$1,465,474.75	\$1,465,474.75	\$0.00
Total of All Agreements			\$12,263,434.00	\$10,956,563.80	\$1,275,120.20
Previous Month's Total			\$12,260,434.00		
Increase or Decrease			\$3,000.00		

Combined Totals

			Total Contract	Amount Paid	Total Remaining
Contractor Contracts and Change Orders			\$54,622,814.94	\$46,713,890.22	\$7,908,924.72
Consultant Agreements, Task/Work Orders			\$12,263,434.00	\$10,956,563.80	\$1,275,120.20
TOTAL			\$66,886,248.94	\$57,670,454.02	\$9,184,044.92

CONDENSED SOURCES & USES
As of 10/18/24

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

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

Reconciliation to Post 12/2/19 - JCMD2

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

Reconciliation to Post 12/2/19 - CCLLC

CCLLC Held Balance 363.05

Post - 12/2/2019 Allocations																																	
SOURCES		RESIDENTIAL USES							COMMERCIAL USES																								
Sources	Unrestricted Including CCLLC	Whisper Village	Taylor Morrison	Rangewater	LCS	Allocated	Unrestricted Available	IGA Restricted Balance	Kentro Retail 1	SCL - Candelas Medical	Arvada Fire	Freedom Street Restaurant	Z&N Retail	Rangewater Clubhouse	Rangewater Rec Center	Brakes Plus	Murphy Oil	O'Reilly's	Autowash	Taco Bell	TM Rec Center	Kum and Go	Kiddle Academy	Candelas Innovation Park Bldg 1	Candelas Innovation Park Bldg 2	Luxelocker Arvada	Whisper Village Carwash	Total Commercial	Not Allocated	Combined Allocations	CCLLC Available		
Allocations JCMD2	124.65	33.00	86.15	-	5.50	124.65	-	150.00	2.50	2.50	2.50	2.50	2.50	1.25	1.25	0.75	1.25	1.25	4.00	2.50	2.50	1.25	2.50	2.50	2.50	1.25	4.00	41.25	108.75	165.90	-		
Allocations CCLLC	363.05	-	226.85	114.00	20.20	361.05	2.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	361.05	2.00		

COMMERCIAL WATER ALLOCATION COMMITMENTS
As of 10/18/24

User	Final Tap Size	Final Allocation	Final Letter Date	Preliminary Tap Size	Preliminary Allocation	Preliminary Letter Date	Available Balance (AF)
Pre-12/2/19 Allocations							
Final Allocations							594.23
Yenter	1.00	1.25					592.98
Plains End	2.00	4.00					588.98
Candelas Parkway Irrigation	1.00	1.25					587.73
King Soopers	2.00	4.00	3/20/2019				583.73
King Soopers Gas Station	0.75	0.75	3/20/2019				582.98
King Soopers Retail Center	2.00	4.00	3/20/2019				578.98
Sautter Arvada School	1.00	1.25	3/20/2019				577.73
7-11	1.00	1.25	3/20/2019				576.48
Starbucks	1.00	1.25	3/20/2019				575.23
Three Creeks Elementary	3.00	7.50	3/20/2019				567.73
Whisper Creek Station - Arvada PD	1.00	1.25	3/20/2019				566.48
Candelas Point Retail (Block 1, Lot 3)	1.50	2.50	3/29/2019				563.98
Candelas Point Retail (Block 1, Lot 4)	1.50	2.50	3/29/2019				561.48
Chase Bank	1.00	1.25	4/5/2019				560.23
First Bank	1.00	1.25	7/30/2019				558.98
Wendy's	1.00	1.25	7/30/2019				557.73
Wild Grass Lot 3 (Bldg. A)	1.00	1.25	3/24/2023				556.48
Wild Grass Lot 3 (Bldg. B)	1.00	1.25	3/24/2023				555.23
Wild Grass Lot 3 (Bldg. C)	1.50	2.50	3/24/2023				552.73
Wild Grass Lot 3 (Bldg. D)	1.00	1.25	3/24/2023				551.48
Indiana Plaza	1.50	2.50	3/24/2023				548.98
Primrose School	1.50	2.50	9/18/2019				546.48
Les Schwab	1.00	1.25	8/16/2019				545.23
Total		49.00			0.00		
Initial Allocation Not Included							
Cimarron Commercial LLC					363.05		182.18
Post-12/2/19 Allocations							
Beginning Balance							150.00
Kentro Retail 1 (Need L6b)				1.50	2.50	10/7/2019	147.50
Candelas Medical - SCL	1.50	2.50	1/13/2021				145.00
Arvada Fire	1.50	2.50	3/19/2021				142.50
Freedom Street Restaurant	1.50	2.50	7/1/2021				140.00
Z&N Retail	1.50	2.50	2/12/2022				137.50
Rangewater Club House	1.00	1.25					136.25
Rangewater Rec Center	1.00	1.25					135.00
Brakes Plus	0.75	0.75	3/23/2023				134.25
Murphy Oil	1.00	1.25	3/23/2023				133.00
O'Reilly's	1.00	1.25	3/23/2023				131.75
Autowash	2.00	4.00	3/23/2023				127.75
Taco Bell	1.50	2.50	3/23/2023				125.25
TM Rec Center				1.50	2.50	No Plan Yet	122.75
Kum-N-Go				1.00	1.25	No Plan Yet	121.50
Kiddie Academy				1.50	2.50		119.00
Candelas Innovation Park Bldg. #1				1.50	2.50		116.50
Candelas Innovation Park Bldg. #2				1.50	2.50		114.00
Luxlocker Arvada				1.00	1.25	No Plan Yet	112.75
Whisper Village Car Wash				2.00	4.00	No Plan Yet	108.75
Total		22.25			19.00		
Total Acre Feet Remaining Unallocated							108.75

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

RESIDENTIAL WATER ALLOCATION COMMITMENTS
As of 10/18/24

User	Acre Feet	Available Balance (AF)
Other Districts		
		1275.01
Canyon Pines	36.00	1239.01
Mountain Shadows	200.00	1039.01
Vauxmont (Arvada Residential Partners)	1039.01	0.00
Total	<u>1275.01</u>	
JCMD2 Allocations to Projects		
		487.70
Whisper Village	33.00	454.70
Taylor Morrison	313.00	141.70
Rangewater	114.00	27.70
LCS	25.70	2.00
Total	<u>485.70</u>	



LANDSCAPE ENHANCEMENT AGREEMENT

EDLLC Contact: Eric VanLaren
Project Name: Jefferson Center Metro District
Project Description: 2024 Enhancement
Project Address: Candelas
Arvada, CO 80005

Agreement #: 122017
Date of Agreement: 10/17/2024
Client Phone Number: 303-987-0835
Client Email: Dsolin@sdmsi.com

THIS LANDSCAPE CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into as of 10/17/2024 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Jefferson Center Metro District (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, 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.

2. SCHEDULE

A. The Client acknowledges that the Contractor cannot guarantee the date upon which commencement of the Work shall begin (the "Commencement Date") and that any date that is given is approximate and only a target date.

3. GENERAL PROVISIONS

- A. Client shall be solely responsible to establish and provide property line locations at the Property. ["Rough Grade" shall mean the establishment of the initial grade, slope, soil composition and drainage of the Property, to +/- 1" of final grade.] Rough Grade establishment is the responsibility of the Client, unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")". Contractor shall not be responsible for any cracking, buckling, marking, or breaking of any concrete or paved surfaces or existing plant material on the Property. Contractor shall not be responsible for any damage to or moving of materials, equipment, or furniture that is not explicitly part of this Agreement, including but not limited to, BBQ appliances, patio furniture, statuary, garden art, play structures, etc. Does not include engineering unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")".
- B. This agreement shall supersede all prior agreements between the Parties as it relates to the Work, as outlined within this Agreement, whether verbal or written. Any changes to this Agreement must be made in writing and evidenced by a Change Order (each a "Change Order" and collectively "Change Orders") executed by both the Client and the Contractor. All Change Orders shall be attached hereto and shall become part of this Agreement. Upon execution of each Change Order, Owner shall make payments as outlined within the Change Order. The charges for work covered by Change Orders shall be generated using then current pricing which may differ from the pricing of the original Work or other Change Orders.
- C. Unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", any pricing and charges for permits, material changes to Work, underground obstructions, and erosion control are not included in the original pricing and must be addressed with the generation of a Change Order.
- D. Consultation with Subcontractors or Other Contractors performing Work is not included in the pricing under this Agreement and shall be billed to the Client at \$150.00 per hour with a two-hour minimum: unless said Subcontractor or Other Contractor is hired directly by Contractor to perform the Work.
- E. Unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the Contractor receives notice of acceptance within ten (10) calendar days of the date of the Agreement, Contractor reserves the right to withdraw or modify the proposal. If accepted this document shall become a binding Agreement between the Client and the Contractor.
- F. Client agrees that they will not directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors for a period of one year after the completion of the project as outlined within this agreement and any subsequent change orders. Client further agrees that if Client were to directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors that Contractor will suffer damages and Client shall be liable to Contractor for said damages.

4. 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. Alternately this Agreement may be terminated by mutual agreement on a mutually agreed upon timeframe.

B. In the event that the Contractor cannot secure an adequate labor force to perform the work as outlined within this agreement, at the sole discretion of the Contractor, the Contractor may cancel this Agreement without penalty from Client subject to notification as outlined above.

5. INSURANCE

A. The Contractor shall at all times be covered by adequate liability and workers compensation insurance. Upon the Client's request, the Contractor shall provide proof of coverage.

6. WARRANTY

A. With the exception of the excluded plants listed below and unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", plant material #5 and greater in size, sod, irrigation and hardscapes installed by Contractor (collectively "installations") will carry a one year, one time replacement, warranty, provided they are properly maintained. The warranty period shall begin upon substantial completion of the Work. All warranties on sod, which is planted between September and April, and all warranties on plant material will be considered waived, voided, and null unless the Client agrees to have the Contractor perform winter watering services as needed during the winter months while irrigation systems are winterized, as outlined in "EXHIBIT A – Scope of Services (the "Work")". Deciduous trees more than three inches (3") caliper and evergreen trees in excess of nine feet (9') in height shall not be warranted unless access by machine is available, which access shall be determined by Contractor, in its sole discretion. If no access is available trees of this size may be replaced with a smaller tree. Reprogramming of irrigation controllers, Seed installation, night lighting bulbs, finished concrete, weeds, truck-spaded trees and reapplication of groundcover mulches (including rock) are not warranted. Weeds in your landscape areas are a natural occurrence and are considered a maintenance issue and Contractor does not guarantee a weed free landscape. Warranties on work performed by Subcontractors shall be passed through directly from the Subcontractor and no additional warranty or guaranty shall be made by Contractor. Any parts of the work that are damaged or die because of acts of God, fire, hail, flood, abuse, neglect, animal damage, insect damage, disease or fungal damage and freezing are not warranted. Excluded plant varieties include Redbuds, Arborvitaes, Rhododendrons, Japanese Maples, Boxwoods, and Agave. All Warranties are non-transferable.

B. All warranties are void if all Payments are not made as outlined in this Agreement.

C. Client acknowledges that, if native seed is part of this agreement as outlined in EXHIBIT A, they have received and understand the information and limitations set forth in the Seed Installation Addendum.

7. PRICE AND TERMS

A. The Client shall pay the Contractor **\$13,569.48** for the Work as outlined in the EXHIBIT A - Scope of Services (the "Work")

B. Per the state and local sales tax codes, all materials are subject to sales tax and the appropriate Sales Tax will be added to the final bill for all materials utilized performing the services included in this Agreement, unless the Project outlined within this agreement is exempt from sales tax through the State of Colorado and/or the local municipality that the Project is located in and Client has provided the necessary Sales Tax Exemption documentation.

C. This price is valid for ten (10) days from the date of this Agreement.

D. A surcharge fee of not less than 2% and not more than the fee paid by the Contractor to the Processor or Service Provider will be applied to all credit card payments. This fee may be charged as a separate transaction once these costs are known.

E. If the Contractor's Vendors charge additional freight or add fuel surcharges, these fees will be passed on to the client. Additionally, utilizing data from eia, the U.S. Energy Information Administration, https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM_EPFRU_PTE_YDEN_DPG&f=W, for every \$0.50 increase in average fuel price, from the Weekly Denver, CO Regular Conventional Retail Gasoline Prices (Dollars per Gallon) correlating with the date of signing this agreement ("Benchmark Price"), a fuel surcharge of 0.5% will be applied to each invoice.

F. If the Contractor is unable to commence all or some parts of the work prior to 6 months from the date of this agreement, due to forces outside of Contractor's control, the Contractor reserves the right to re-price all or part of the work and present a new Agreement or Change Order for approval before moving forward. Additionally, if Contractor is required to leave the site, for reasons outside of the Contractor's control, once the Work has commenced and remobilize at a later date to complete the Work, Client will be responsible for additional mobilization fees.

G. Substantial Completion shall be defined as the moment the project is complete, including punch list items, and can be used for its intended purpose. Warranty items are not punch list items and shall not hold up final payment of all monies due. Any delay in making the final payment upon Substantial Completion shall result in all warranties being voided.

H. If any Payment is not made as required by this Agreement, a mechanic's lien may be placed on the Property for the entire balance due. Upon Final Payment, provided that all other Payments have been made, Contractor shall release any liens that Contractor has placed on the Property and, upon Client's written request, shall issue waivers of lien for all Work performed.

I. Payments thirty (30) days past due shall incur finance charge of 1.5% per month (18% per annum). Contractor and/or its assignee shall be entitled to collect all reasonable costs of collection, including but not limited to, collection agency fees and attorney fees.

8. ADDITIONAL SERVICES AVAILABLE

A. The Contractor offers the following services to complete their Landscape Maintenance & Construction Package:

1. Full Landscape Maintenance Services on Commercial and Residential Properties.
2. Landscape Design Services by in house Architects and Designers.
3. All sizes of landscape construction projects, both residential and commercial.
4. Irrigation system design, installation, and service.
5. Annual Floral Color design, installation, and maintenance including beds, pots, hanging pots, decks, etc.
6. Replacement of or addition of trees, shrubs, ornamental grasses, and perennial flowers.
7. Full Plant Health Care (PHC) including pest control, fertilization, and deep root watering.
8. Full Arbor Services including tree pruning, tree removal, and stump grinding.
9. Native Grass and Field Mowing
10. Holiday Lighting and Decoration

EXHIBIT A Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

Indiana Tree Replacements

Price to replace the 20 dead trees along Indiana on Jefferson Center Metro District property.

Description	Quantity	Unit
Delivery / Disposal / Mobilization	3.00	EA
Kentucky Coffeetree 3.00" B&B	8.00	EA
Locust- Imperial 2.00" B&B	4.00	EA
Catalpa- Heartland 1.75" B&B	8.00	EA
Tractor by Hour	6.00	HR
Winter Work Discount	-2,400.00	EA
Group Total		\$13,569.48

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client, then the final price of this Agreement shall be adjusted accordingly.

WINTER WATERING

Evidenced by checking the appropriate box and signature below, the Client agrees to have the Contractor Winter Water all plant material and sod included in this agreement. Winter Watering services will be invoiced at \$85.00 per hour plus one way travel to the site with a one hour minimum each visit. The Client has been informed that if Winter Watering services are declined then all warranties on plant material and sod will be considered waived, voided, and null.

- By Checking this box, Client Declines having Winter Watering Services Performed by the Contractor.
- By Checking this box and Signing Below, Client Agrees to have Winter Watering Services performed by the Contractor.

Client: _____ Date: _____

TREE WRAP

Evidenced by checking the appropriate box and signature below, the Client agrees to have the Contractor wrap all soft-bark trees included in this agreement. Tree wrapping services will include application of tree wrap in the fall and removal in the spring. The first tree is \$150, each additional tree is \$25.

- By Checking this box, Client Declines having Tree Wrapping Services Performed by the Contractor.
- By Checking this box and Signing Below, Client Agrees to have Tree Wrapping Services performed by the Contractor.

Client: _____ Date: _____



WINTER WATERING AGREEMENT

EDLLC Contact: Eric VanLaren

Agreement #: 122013

Project Name: Jefferson Center Metro District

Date of Agreement: October 17, 2024

Project Address Candelas, Arvada, CO 80005

2024-25 Winter Watering

THIS DEEP ROOT WATERING AGREEMENT (the "Agreement") is made and entered into as of 10/17/2024 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Jefferson Center Metro District (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. SCOPE OF WORK

A. The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

This proposal is for the price of one round of winter watering to all trees and shrubs installed by Environmental Designs within the last calendar year. By signing this agreement you will protect your warranty on recently installed plant material.

Environmental Designs will perform up to 4 rounds of winter watering per this agreement. This service will be performed when EDI believes it is necessary due to dry winter weather. You will be billed the amount of this group each time the service is performed. If no services are necessary because we receive adequate snow fall you will not be billed.

The Client acknowledges that the price of this Agreement reflects only the hourly rate for watering during the winter months, however, the Contractor is authorized to perform services as weather dictates. The Contractor will only bill for services rendered.

2. GENERAL PROVISIONS

A. Either party may terminate this Agreement by written notice to the other party without notice.

B. The Client understands that the Contractor needs access to perform the work as outlined within this Agreement, and that the Contractor will use its best efforts to avoid damage to any ingress and egress access points, but in some cases damage may occur to Concrete, Asphalt, or other surfaces including, but not limited to, Driveways, Sidewalks, Streets, Turf, Lawn, Beds, Loading Docs, Elevators, and Lobbies, whether public, private, or shared and the Client will hold Environmental Designs, Inc. Harmless for any damage as a result of ingress and egress to the project.

3. PRICE AND TERMS

A. The Client shall pay the Owner **\$448.61** per occurrence as services are performed.

B. This price is valid for ten (10) days from the date of this Agreement.

C. Full payment is due from the Client for the sum of this Agreement within thirty (30) days from invoicing.

D. Payments thirty (30) days past due shall incur finance charge of 1.5% per month (18% per annum). Contractor and/or its assignee shall be entitled to collect all reasonable costs of collection, including but not limited to, collection agency fees and attorney fees.

E. If the average fuel price index for Denver, as found on <http://www.denvergasprices.com>, reach or exceed \$4.00 per gallon ("Benchmark Price"), a fuel surcharge of 3% will be applied to all invoices associated with this Agreement until fuel prices drop below the Benchmark Price, said surcharge shall increase 3% for every \$0.50 increase above the Benchmark Price of \$4.00 per gallon.

9. ACCEPTANCE

By evidence of signatures below all Parties agree to all of the terms and conditions as outlined herein. By signing this Agreement, Client represents and warrants that Client holds title to the Property and/or is duly and properly authorized by all title holders to have Work performed on the Property.

Additionally, Client acknowledges that declining Winter Watering through the Contractor during the warranty period, all plant material and sod warranties will be considered waived, voided, and null.

ENVIRONMENTAL DESIGNS, LLC

12511 E. 112th. Avenue
Henderson, CO 80640

303-287-9113

Jefferson Center Metro District

Candelas
Arvada, CO 80005

303-987-0835

Contractor Signature

Date

Client Signature

Date

Jefferson Center Metro District

DEEP ROOT WATERING AGREEMENT Page 1 of 1 10/17/2024 9:07:57 AM



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Brighton | Golden | Centennial | Northern Colorado | Castle Rock | Colorado Springs

LANDSCAPE CONSTRUCTION AGREEMENT

EDLLC Contact: Eric VanLaren
 Project Name: Jefferson Center Metro District
 Project Description: 2024 Enhancement
 Project Address: Candelas
 Englewood, CO 80112

Agreement #: 122006
 Date of Agreement: 10/17/2024
 Client Phone Number: 303-987-0835
 Client Email: Dsolin@sdmsi.com

THIS LANDSCAPE CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into as of 10/17/2024 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Jefferson Center Metro District (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, 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.

2. SCHEDULE

A. The Client acknowledges that the Contractor cannot guarantee the date upon which commencement of the Work shall begin (the "Commencement Date") and that any date that is given is approximate and only a target date. Among other things, the Commencement Date is subject to and conditioned upon performance by the Client, including, but not limited to timely payment of the Deposit and/or the Commencement Payment.

3. GENERAL PROVISIONS

- A. Client shall be solely responsible to establish and provide property line locations at the Property. ["Rough Grade" shall mean the establishment of the initial grade, slope, soil composition and drainage of the Property, to +/- 1" of final grade.] Rough Grade establishment is the responsibility of the Client, unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")". Contractor shall not be responsible for any cracking, buckling, marking, or breaking of any concrete or paved surfaces or existing plant material on the Property. Contractor shall not be responsible for any damage to or moving of materials, equipment, or furniture that is not explicitly part of this Agreement, including but not limited to, BBQ appliances, patio furniture, statuary, garden art, play structures, etc. Does not include engineering unless otherwise otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")".
- B. This agreement shall supersede all prior agreements between the Parties as it relates to the work outlined within this Agreement, whether verbal or written. Any changes to this Agreement must be made in writing and evidenced by a Change Order (each a "Change Order" and collectively "Change Orders") executed by both the Client and the Contractor. All Change Orders shall be attached hereto and shall become part of this Agreement. Upon execution of each Change Order, Owner shall make payments as outlined within the Change Order. The charges for work covered by Change Orders shall be generated using then current pricing which may differ from the pricing of the original Work or other Change Orders.
- C. Unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", any pricing and charges for permits, material changes to Work, underground obstructions, and erosion control are not included in the original pricing and must be addressed with the generation of a Change Order.
- D. Consultation with Subcontractors or Other Contractors performing Work is not included in the pricing under this Agreement and shall be billed to the Client at \$150.00 per hour with a two-hour minimum: unless said Subcontractor or Other Contractor is hired directly by Contractor to perform the Work.
- E. Unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the Contractor receives notice of acceptance within ten (10) calendar days of the date of the Agreement, Contractor reserves the right to withdraw or modify the proposal. If accepted this document shall become a binding Agreement between the Client and the Contractor.
- F. Client agrees that they will not directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors for a period of one year after the completion of the project as outlined within this agreement and any subsequent change orders. Client further agrees that if Client were to directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors that Contractor will suffer damages and Client shall be liable to Contractor for said damages.

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

4. TERMINATION

- A. Either party may terminate this Agreement by written notice by certified mail to the other party. Notice to be given at least seven (7) days prior to the effective date of such termination. Alternately this Agreement may be terminated by mutual agreement on a mutually agreed upon timeframe.
- B. In the event that the Contractor cannot secure an adequate labor force to perform the work as outlined within this agreement, at the sole discretion of the Contractor, the Contractor may cancel this Agreement without penalty from Client subject to notification as outlined above.
- C. If any payment (Deposit, Commencement, Progress, etc.) is delinquent by five (5) days or more, Environmental Designs, Inc. reserves the right to suspend the project until the account is made current without any breach of this Agreement or any subsequent penalties.

5. INSURANCE

- A. The Contractor shall at all times be covered by adequate liability and workers compensation insurance. Upon the Client's request, the Contractor shall provide proof of coverage.

6. WARRANTY

- A. With the exception of the excluded plants listed below and unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", plant material #5 and greater in size, sod, irrigation and hardscapes installed by Contractor (collectively "installations") will carry a one year, one time replacement, warranty, provided they are properly maintained. The warranty period shall begin upon substantial completion of the Work. All warranties on sod, which is planted between September and April, and all warranties on plant material will be considered waived, voided, and null unless the Client agrees to have the Contractor perform winter watering services as needed during the winter months while irrigation systems are winterized, as outlined in "EXHIBIT A – Scope of Services (the "Work")". Deciduous trees more than three inches (3") caliper and evergreen trees in excess of nine feet (9') in height shall not be warranted unless access by machine is available, which access shall be determined by Contractor, in its sole discretion. If no access is available trees of this size may be replaced with a smaller tree. Reprogramming of irrigation controllers, Seed installation, night lighting bulbs, finished concrete, weeds, truck-spaded trees and reapplication of groundcover mulches (including rock) are not warranted. Weeds in your landscape areas are a natural occurrence and are considered a maintenance issue and Contractor does not guarantee a weed free landscape. Warranties on work performed by Subcontractors shall be passed through directly from the Subcontractor and no additional warranty or guaranty shall be made by Contractor. Any parts of the work that are damaged or die because of acts of God, fire, hail, flood, abuse, neglect, animal damage, insect damage, disease or fungal damage and freezing are not warranted. Excluded plant varieties include Redbuds, Arborvitaes, Rhododendrons, Japanese Maples, Boxwoods, and Agave. All Warranties are non-transferable.
- B. All warranties are void if all Payments are not made as outlined in this Agreement.
- C. Client acknowledges that, if native seed is part of this agreement as outlined in EXHIBIT A, they have received and understand the information and limitations set forth in the Seed Installation Addendum.

7. PRICE AND TERMS

- A. The Client shall pay the Contractor **\$1,556.33** for the Work as outlined in the EXHIBIT A - Scope of Services (the "Work")
- B. This price is valid for ten (10) days from the date of this Agreement.
- C. Payments to the Contractor shall be made as follows:

\$778.16

THE DEPOSIT. The Client shall pay to the Contractor a fifty percent (50%) Non-refundable Payment (\$500.00 Minimum) upon execution of this Agreement. This deposit is estimated to cover the expenses the Contractor may incur by way of commissions paid, time in locating job specific materials, putting together construction documents and folders, scheduling, and other pre-construction services required prior to starting the Work.

There are no Commencement or Progress Payments Due on this Agreement.

FINAL PAYMENT. The Client shall pay to Contractor a Final Payment equal to the sum of the balance of the Agreement along with any Change Orders, Consultation Fees, Permit Fees, Fuel Surcharges, or Pricing Adjustments as outlined within this Agreement upon Substantial Completion.

- D. Per the state and local sales tax codes, all materials are subject to sales tax and the appropriate Sales Tax will be added to the final bill for all materials utilized performing the services included in this Agreement, unless the Project outlined within this agreement is exempt from sales tax through the State of Colorado and/or the local municipality that the Project is located in and Client has provided the necessary Sales Tax Exemption documentation.
- E. A surcharge fee of not less than 2% and not more than the fee paid by the Contractor to the Processor or Service Provider will be applied to all credit card payments. This fee may be charged as a separate transaction once these costs are known.
- F. If the Contractor's Vendors charge additional freight or add fuel surcharges, these fees will be passed on to the client. Additionally, utilizing data from eia, the U.S. Energy Information Administration, https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM_EPMRU_PTE_YDEN_DPG&f=W, for every \$0.50 increase in average fuel price, from the Weekly Denver, CO Regular Conventional Retail Gasoline Prices (Dollars per Gallon) correlating with the date of signing this agreement ("Benchmark Price"), a fuel surcharge of 0.5% will be applied to each invoice.
- G. If the Contractor is unable to commence all or some parts of the work prior to 6 months from the date of this agreement, due to forces outside of Contractor's control, the Contractor reserves the right to re-price all or part of the work and present a new Agreement or Change Order for approval before moving forward. Additionally, if Contractor is required to leave the site, for reasons outside of the Contractor's control, once the Work has commenced and remobilize at a later date to complete the Work, Client will be responsible for additional mobilization fees.
- H. Substantial Completion shall be defined as the moment the project is complete, including punch list items, and can be used for its intended purpose. Warranty items are not punch list items and shall not hold up final payment of all monies due. Any delay in making the final payment upon Substantial Completion shall result in all warranties being voided.
- I. If any Payment is not made as required by this Agreement, a mechanic's lien may be placed on the Property for the entire balance due. Upon Final Payment, provided that all other Payments have been made, Contractor shall release any liens that Contractor has placed on the Property and, upon Client's written request, shall issue waivers of lien for all Work performed.
- J. Payments thirty (30) days past due shall incur finance charge of 1.5% per month (18% per annum). Contractor and/or its assignee shall be entitled to collect all reasonable costs of collection, including but not limited to, collection agency fees and attorney fees.

This service includes the wrapping of all tree trunks that are under 4" in diameter. Young trunks are susceptible to freezing and thawing in the winter time which will cause severe damage and sunscald.

Description	Quantity	Unit
Tree Wrap Mobilization	1.00	EA
Tree Wrap	72.00	EA
Tree Wrap Labor By Hour	2.00	HR
Group Total		\$941.76

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client, then the final price of this Agreement shall be adjusted accordingly.

Tree Wrap Removal

This service includes the removal and disposal of tree wrap in early Spring.

Description	Quantity	Unit
Tree Wrap Removal Mobilization	1.00	EA
Tree Wrap Removal	72.00	EA
Tree Wrap Removal Labor By Hour	2.00	HR
Group Total		\$614.57

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client, then the final price of this Agreement shall be adjusted accordingly.

WINTER WATERING

Evidenced by checking the appropriate box and signature below, the Client agrees to have the Contractor Winter Water all plant material and sod included in this agreement. Winter Watering services will be invoiced at \$85.00 per hour plus one way travel to the site with a one hour minimum each visit. The Client has been informed that if Winter Watering services are declined then all warranties on plant material and sod will be considered waived, voided, and null.

- By Checking this box, Client Declines having Winter Watering Services Performed by the Contractor.
- By Checking this box and Signing Below, Client Agrees to have Winter Watering Services performed by the Contractor.

Client: _____ Date: _____

TREE WRAP

Evidenced by checking the appropriate box and signature below, the Client agrees to have the Contractor wrap all soft-bark trees included in this agreement. Tree wrapping services will include application of tree wrap in the fall and removal in the spring. The first tree is \$150, each additional tree is \$25.

- By Checking this box, Client Declines having Tree Wrapping Services Performed by the Contractor.
- By Checking this box and Signing Below, Client Agrees to have Tree Wrapping Services performed by the Contractor.

Client: _____ Date: _____



SNOW SERVICES AGREEMENT

Agreement #: 119261

THIS SNOW SERVICES AGREEMENT (the "Agreement") is made and entered into as of 7/29/2024 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Jefferson Center Metro District (the "Client").

I. PROPERTY

Project Name: Jefferson Center Metro District
Project Description: 2024-25 Snow
Project Address: Candelas
Arvada, CO 80000

Client Contact Name: David Solin
Client Phone Number: 303-987-0835
Client Email: dsolin@sdmsi.com

Contractor Contact: Eric VanLaren

II. TERM

The term of this Agreement shall be 10/1/2024 to 5/30/2025.

III. GENERAL PROVISIONS

A. The Contractor shall service, as provided in this Agreement, all paved main drives, access roads, parking lots, sidewalks and walkways at the specific Property identified above in accordance with the terms of this Agreement and any Snow Maps developed between the Client and the Contractor, which are attached as Exhibits hereto. Plowing and shoveling will be completed by mechanically or manually pushing snow to areas designated by Client's agents or, absent designation by Client's agents, to such areas as Contractor shall deem appropriate.

B. 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, Dump Truck, etc.) to move the snow or have it removed to a location designated by Client.

C. Client shall notify Contractor of any pre-existing site conditions or unusual circumstances prior to execution of this Agreement. Client shall designate one onsite representative or agent to receive all notices who shall be authorized to communicate with Contractor regarding the performance of services under this Agreement.

D. The Contractor shall provide the services pursuant to this Agreement in a workmanlike manner. All labor, equipment, and materials required for the performance of Contractor's services hereunder, shall be furnished by the Contractor. Contractor shall be entitled to use mechanical equipment as it deems appropriate. Client and its agents shall not be entitled to designate the type of equipment to be used. Contractor shall be solely responsible for the way the work is performed and shall be free to employ subcontractors and/or third parties without Client's permission, consent or approval.

E. The Client shall be responsible for removal, or for causing the removal of all vehicles and other personal property, from parking lots, drives, access roads, and designated stockpile areas, so that the Contractor can properly and efficiently operate snow plowing equipment. If vehicles or other personal property are not removed at the time of plowing, shoveling, or deicing operations, the Contractor will service only those areas available and open for safe use. If the designated snow piling areas are not accessible, the Contractor shall stockpile snow in an area, which, in the opinion of the Contractor, allows the greatest usability of the lot.

F. The Contractor and the Client agree that snow plowing/shoveling services shall begin when, in the judgment of the Contractor, a snow event's accumulation on the parking or sidewalk areas reaches the minimum depth as outlined in this Agreement or upon written request by Client by text or email. 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.

G. 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. While it is the intent to provide a safe travel surface for vehicles and pedestrians, the Client and Contractor agree that slick surfaces may be present at any time and that snow or ice can never be completely removed. Dangerous conditions may exist before and after clearing operations. Snow remediation services can eliminate some but not all potentially slippery or dangerous conditions on the property and Client recognizes that such conditions are an inherent danger in all snowy or icy areas, whether serviced or not. Contractor will always use its best efforts to complete snow plowing/shoveling and ice control services in a reasonable manner, but Client and its agents understand that the Contractor assumes no liability for this naturally occurring condition. Client and its agents are aware that weather conditions may change rapidly and without notice and that Contractor assumes no liability for such changes as generally expected during or following a snowstorm in a winter climate such as Colorado.

H. Unless otherwise provided for under this Agreement, Contractor shall have no duty or responsibility to return to Client's Property after servicing Client's Property to perform further or follow up services to address, without limitation, melting and refreezing, blowing or drifted snow, snow that is pushed onto Client's Property by any governmental or municipal entity or any third party, or additional snow that does not meet the applicable trigger depths unless requested to do so by Client or its agents in writing, by text or e-mail, and Contractor agrees in writing, by text or e-mail, to do so. Any such follow-up services will be billed at the Time & Materials rates set forth below.

I. All parties agree that Contractor 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 performed by the Contractor. 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. The Contractor may not be held liable for "slips and falls," collisions that are not a direct result of Contractor's negligence, or any kind of drainage issues that contribute to ice or slick surfaces.

J. Client understands that snow accumulations may vary throughout the metropolitan or local area, and that accumulations in one place or area are not necessarily indicative of the accumulation at the Client's Property. Client and its agents also understand that drifting snow or north facing areas may necessitate plowing and/or de-icing at the Property, regardless of the total snowfall at that location.

K. The Client acknowledges that the Contractor is not a 24-hour monitoring service or onsite 24/7 and does not have the ability to know exact weather conditions or site conditions. Although the Contractor will be storm ready and mobilize as large-scale city needs dictate, it is ultimately the responsibility of the Client to alert the Contractor of snow clearing or de-icing requirements.

L. Client or its agent shall notify Contractor in advance in writing, by text or e-mail, when snow removal services to be provided as set forth herein are not required. No cancellation shall be effective if such notice is not received in writing, by text or e-mail, before Contractor has dispatched its equipment to the Client's property.

M. 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 opportunity to address the hazard or make recommendations to the Client to mitigate the risk.

N. Although the Contractor shall use its best effort to minimize damages, Client agrees that Contractor shall not be responsible for any curb or other property damage as a result of performing services when covered by deep snow and curblines and obstacles are not properly marked, and under no circumstances will Contractor be responsible for damage that was existing prior to service being rendered, this includes but is not limited to curbs, walks, speed bumps, etc.

O. Upon the request of Customer, Contractor shall stake all curb lines and obstacles identified in advance by Client and its agents. After the snow season, a joint walk-through by Contractor and Client or its agents will be scheduled to define and review any claimed property damage. This walk-through shall take place before any repair work is undertaken by Client, and no claim for property damages shall be made or presented against Contractor unless Contractor has first had: (i) the opportunity to inspect any claimed property damage and discuss its causation with the Client and its agents; (ii) the opportunity to review any repair bids or similar proposals obtained by the Client and its agents; and (iii) the opportunity to perform any necessary repairs itself or retain its own bid or proposal to repair any property damage. Additionally, Contractor assumes no responsibility or liability for loss or damage resulting from Client or its agent's failure to adequately identify curb lines and obstacles to be staked and to maintain staking. Reports of damage must be reported to the Contractor within forty-eight (48) hours of detection or notice. Client's failure to report any claimed property damage within 48 hours of detection or notice constitutes a waiver of any claim for property damage, and the Contractor is released from liability.

P. It is understood that all deicers and sand salt mix may cause damage to trees, shrubs, landscape, concrete, and paved surfaces. Although the Contractor will be prudent in its use of these materials, it is the intent of Contractor to provide as safe an environment as possible, and therefore will not be responsible for damages these products may cause.

Q. All notices to be given to either party to this Agreement must be: (a) sent by first class mail addressed to the addresses set forth herein, AND (b) emailed to the email addresses set forth herein so long as receipt is confirmed by the recipient by return email (which shall not include an automatic "return receipt"). A party's address or email address may be changed by such party from time to time; however, such change shall not be effective until the other party has been notified in writing of the new contact information.

R. Client and Contractor agree to participate in binding arbitration for any dispute arising out of this Agreement. Binding arbitration shall take place in the county in which the work was performed. The prevailing party, as deemed by the Arbitrator, shall have and recover reasonable attorneys' fees, as deemed by the Arbitrator, in addition to all costs and disbursements incurred in connection with the Arbitration.

S. 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.

IV. MODIFICATION OR AMENDMENT

A. 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.

B. 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.

V. 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, Contractor reserves the right to suspend services until the account is made current without any breach of contract.

VI. INSURANCE

The Contractor shall be covered by a minimum of \$1,000,000 of liability insurance and statutory limits for workers compensation insurance. Upon request, the Contractor shall provide proof of coverage to the Client. Contractor agrees to maintain Liability, Auto, and Workers Compensation insurance for the term of this contract. Proof of insurance will be supplied upon request.

VII. DEFENSE AND INDEMNIFICATION

A. The parties to this Agreement recognize the applicability of the Colorado Legislature’s 2018 enactment of the Snow Removal Service Liability Limitation Act, Colorado Revised Statutes, § 13-21-129, and agree that to the maximum extent permitted by this law, in no event shall Contractor be liable to indemnify, defend or hold harmless the Client for any actions or inactions on the part of the Client or for any special, incidental, punitive, indirect or consequential damages whatsoever (including, but not limited to, damages for lost profits, for business interruption, for personal injury, for negligence, or for any other pecuniary or other loss whatsoever) arising out of or in any way related to the service subject to this Agreement or Contractor’s inability or failure to provide such services. The parties agree, the above legislation notwithstanding, that Contractor has no obligation to defend or indemnify Client for any claims that might be made arising out of slip and falls on snow or ice seeking damages for personal injuries. Further, Contractor’s entire liability under this Agreement, if any, for any claim(s) for damages relating to this Agreement made against Contractor, whether based in contract or in tort (including claims for negligence or under Colorado’s Premises Liability Act), shall be limited to the amount of charges paid by Client for services during the period in which the events are the basis of the claim(s) occurred.

B. Notwithstanding any other provision of this Agreement, including the preceding paragraph, Client shall defend, indemnify and hold Contractor, its officers, agents, and employees, harmless from liability, claims, damages, fines, penalties, costs and expenses, including reasonable attorney’s fees, incurred by or asserted against Contractor by any party by reason of any loss, property damage, personal injury or death in any fashion relating to snow, ice, or surface conditions at the property and the services performed by Contractor unless such loss, damage, injury, or death arises from the gross negligence or willful misconduct of the Contractor and its officers, agents and employees.

VIII. SCOPE OF SERVICES

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 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, or upon written request by Client or its agent, by text or email.

Client Approves Snow Plowing Services _____ [Client Initials]

Client Declines Snow Plowing Services _____ [Client Initials]

Snow Plowing shall begin when on site snow depth reaches:

Trace of Snowfall _____ [Client Initials]

1" of Accumulation _____ [Client Initials]

2" of Accumulation _____ [Client Initials]

B. Ice Slicer

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 after Snow Plowing Services have been completed. The Contractor shall make any and all reasonable efforts to prevent excess application of ice control products.

Client Approves Ice Slicer Services _____ [Client Initials]

Client Declines 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 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 Initials]

Client Declines Snow Shoveling Services _____ [Client Initials]

Snow Shoveling shall begin when on site snow depth reaches:

Trace of Snowfall _____ [Client Initials]

1" of Accumulation _____ [Client Initials]

2" of Accumulation _____ [Client Initials]

D. Ice Melt

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 after Snow Shoveling services have been completed. Contractor shall make any and all reasonable efforts to prevent excess application of ice control products.

Client Approves Ice Melt Services _____ [Client Initials]

Client Declines Ice Melt Services _____ [Client Initials]

E. Post Storm Visits

Client Approves 1 Post Storm Visit _____ [Client Initials]

Client Approves 2 Post Storm Visits _____ [Client Initials]

Client Declines Post Storm Visits _____ [Client Initials]

If Client Approves Post Storm Visit(s), then Contractor shall perform a physical site inspection of the property looking for icy conditions at least one time for each 24-hour period approved as outlined above. If additional services are rendered, then the hourly rates outlined in this Agreement will be charged accordingly. If services are not rendered but a site visit was made, then the Site Visit charge will be assessed. If Client Declines Post Storm Visit(s) and/or after all contracted services have been rendered, Client assumes all risks associated with icy or slippery conditions. Client may request additional services at any time, in writing, by text or email.

IX. PRICING

A. Service Prices

4X4 Pickup Truck with Wings	\$155.00 / Hour	1 Hour Minimum Per Trip
4X4 Pickup Truck without Wings	\$145.00 / Hour	1 Hour Minimum Per Trip
4X4 ATV with 48" Blade	\$125.00 / Hour	1 Hour Minimum Per Trip
Front End Loader, 2-1/2 Yard Buck	\$320.00 / Hour	2 Hour Minimum Per Trip
Skid Steer Tractor	\$200.00 / Hour	2 Hour Minimum Per Trip
Dump Truck	\$225.00 / Hour	2 Hour Minimum Per Trip
Snow Blower	\$110.00 / Hour	1 Hour Minimum Per Trip
Mini-Skid Steer with Broom/Plow/Blower/B	\$180.00 / Hour	1 Hour Minimum Per Trip
Toolcat, Ride On Broom, or UTV with Blad	\$215.00 / Hour	1 Hour Minimum Per Trip
Hand Shovel & Deicing Labor	\$85.00 / Hour	1 Hour Minimum Per Trip
Ice Slicer Truck	\$175.00 / Hour	1 Hour Minimum Per Trip
Site Inspection	\$85.00 / Each	Per Visit
Snow Stakes and Site Protection	\$85.00 / Hour	1 Hour Minimum Plus Materials
Ice Slicer	\$0.26 / Pound	Material Only, Plus Tax, 500 Pound Minimum
Ice Melt	\$1.55 / Pound	Material Only, Plus Tax, 50 Pound Minimum

B. Holiday Rate Increase

All Rates will be increased by 50% if Client requests that services are performed during the following holidays: 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 Initials]

Client Declines Services During Holidays Listed Above _____ [Client Initials]

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

X. PAYMENT SCHEDULE

A. Full payment is due 30 days from the date invoiced.

B. A surcharge fee of not less than 2% and not more than the fee paid by the Contractor to the Processor or Service Provider will be applied to all credit card payments. This fee may be charged as a separate transaction once these costs are known.

C. Payments thirty (30) days past due shall incur finance charge of 1.5% per month (18% per annum). Contractor and/or its assignee shall be entitled to collect all reasonable costs of collection, including but not limited to, collection agency fees and attorney fees.

XI. ACCEPTANCE

Proposed and Accepted:

Contractor: Environmental Designs, LLC
Signature: _____
Name: _____
Title: _____
Date: _____

Client: Jefferson Center Metro District
Signature: _____
Name: David Solin
Title: _____
Date: _____



LANDSCAPE MAINTENANCE AGREEMENT

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

Proposal #: 118682
Effective Date: April 1, 2025
Termination Date: November 30, 2025

THIS LANDSCAPE MAINTENANCE AGREEMENT (the "Agreement") is made and entered into as of 4/1/2025 (the "Effective Date") by and between Environmental Designs, LLC (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. Unless terminated as per Section "3" or a new Agreement has been executed by both parties, this Agreement will automatically renew and remain in full effect for an additional contract term. A cost-of-living adjustment, not to exceed 5%, will be applied to the Agreement price, unit and hourly rates will adjust to Environmental Designs, LLC current rates for each renewal period.

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 ten (10) 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.
- C. If payment for services rendered is delinquent by thirty (30) days or more, Environmental Designs, LLC reserves the right to suspend services until the account is made current without any breach of contract.

4. INSURANCE

- A. During the term of this agreement, Contractor shall maintain general liability insurance, automobile liability insurance, employer's liability and workers compensation insurance covering its activities in connection with the services and any work order. Such insurance shall be in commercially reasonable amounts and evidence of such insurance will be provided to client upon request.

5. ADDITIONAL SERVICES AVAILABLE

A. Should any additional services be necessary and should Client desire Contractor to perform such or any other additional work requested by Client, Client may direct Contractor to make changes, additions, and deletions to the work, which shall be documented in a written "Change Order." Contractor shall promptly proceed in compliance therewith. Contractor shall submit, in writing, any claim for payment for the additional work. Additional work and or services will be billed separately, and all payments are due upon receipt. The performance of, and the payment for additional services are subject to all of the terms and conditions of this Agreement.

B. The Contractor offers the following services to complete their Landscape Maintenance & Construction Package:

1. Landscape Architecture and Design Services
2. Landscape construction projects
3. Water Management design, installation, and repairs
4. Seasonal floral: Design, installation, and maintenance including beds, pots, and hanging baskets
5. Plant Health Care (PHC) including pest control, fertilization, winter and deep root watering
6. Arbor care including tree pruning, tree removal, and stump grinding
7. Native and field grass mowing
8. Holiday lighting and seasonal decoration

6. LIMITED WARRANTY

A. Contractor warrants that its workmanship on all installation and repairs shall be performed in a good and workmanlike manner, and to be in accordance with generally accepted practices for similar services; and that any parts repaired or replaced by Contractor will be free from defects in workmanship until the end of this Agreement or for thirty (30) days, whichever is earlier. Client acknowledges that Contractor is NOT the manufacturer of the installed materials and equipment, and that Contractor makes no representations or warranties as to the installed materials and equipment or their specifications, fitness for a particular purpose, performance or merchantability other than as set forth in the preceding paragraph. Client agrees to look solely to such manufacturer to remedy any alleged deficiency in the installed materials and equipment and damages related directly or indirectly thereto. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES ON THE MATERIALS FURNISHED UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. PAYMENT SCHEDULE

A. All payments are to be made on or before that last day of each month. Billing cycle will be processed on the first for services performed for that month. Time and material charges will be invoiced separately and will be due NET 30 from date of invoice.

B. Payments past due fifteen (15) days shall incur a finance charge of 1.5% per month (18% per anum). ENVIRONMENTAL DESIGNS, LLC or its assignee shall be entitled to collect all reasonable costs and expenses of collection, including, but not limited to, reasonable attorney fees.

C. In consideration for the Contractor's performance of the Work included in this agreement and before any Additional Services Addendums, if any, the Client will pay the Contractor as follows:

8 Monthly Installments of:	\$6,080.52
Starting:	April 2025
Ending:	November 2025
Total Contract Price:	\$48,644.17

D. In the event that the average fuel price index, as found on <http://www.denvergasprices.com>, reach or exceed \$4.00 per gallon, a fuel surcharge of 3% will be applied to all invoices associated with this Maintenance Agreement until fuel prices drop below the aforementioned benchmark price, said surcharge shall increase 3% for every \$0.50 increase above the benchmark price of \$4.00 per gallon.

8. ACCEPTANCE

Environmental Designs, LLC

Branch

Contractor Signature

Date

Printed Name

Jefferson Center Metro District

Candelas
Arvada, CO 80005
303-987-0835

Client Signature

Date

Printed Name

EXHIBIT A

Scope of Services (the "Work")

<p>Weekly Services</p> <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-monthly 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>Commercial Applicators are licensed by the Colorado Department of Agriculture.</p>	<p>Frequency included in this Agreement</p> <p style="text-align: right;">25</p>
<p>Aeration - Spring</p> <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>	<p>Frequency included in this Agreement</p> <p style="text-align: right;">1</p>
<p>Aeration - Fall</p> <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>	<p>Frequency included in this Agreement</p> <p style="text-align: right;">1</p>
<p>Fertilization - Spring Turf</p> <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>	<p>Frequency included in this Agreement</p> <p style="text-align: right;">1</p>
<p>Fertilization - Fall Turf</p> <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>	<p>Frequency included in this Agreement</p> <p style="text-align: right;">1</p>
<p>Spring Leaf & Debris Clean-up</p> <p>Spring Leaf & Debris Clean-up consists of the cleaning of any leftover leaves, bed maintenance, and edging along sidewalks and hardscape as needed.</p>	<p>Frequency included in this Agreement</p> <p style="text-align: right;">1</p>
<p>Fall Leaf & Debris Clean-up</p> <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>	<p>Frequency included in this Agreement</p> <p style="text-align: right;">1</p>
<p>Prune / Cutback Grasses & Perennials</p> <p>Prune / Cutback Grasses & 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>	<p>Frequency included in this Agreement</p> <p style="text-align: right;">1</p>
<p>Prune Trees & Shrubs</p> <p>This service includes the one-time pruning of all shrubs and ornamental trees (up to 12' in height and branches 2" or less in diameter) 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 & limbs, and other major pruning projects are available upon request under separate bid.</p>	<p>Frequency included in this Agreement</p> <p style="text-align: right;">1</p>
<p>Pruning Trees & Shrubs - Winter</p> <p>This service includes one additional round of selective pruning of nuisance growth and site restriction on shrubs and ornamental trees (up to 12' in height and branches 2" or less in diameter) during the winter months.</p>	<p>Frequency included in this Agreement</p> <p style="text-align: right;">1</p>

EXHIBIT A

Scope of Services (the "Work")

<p>Irrigation Activation</p> <p>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.</p>	<p>Frequency included in this Agreement</p>	<p>1</p>
<p>Irrigation Checks - Bi-Weekly</p> <p>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 \$80.00 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.</p> <p>Contractor provides 24-Hour Emergency Service with a two hour minimum billed as outlined above.</p>	<p>Frequency included in this Agreement</p>	<p>14</p>
<p>Irrigation Winterization</p> <p>This service includes a fully system shutdown and Winterization.</p>	<p>Frequency included in this Agreement</p>	<p>1</p>
<p>Pre-Emergent Application-Beds/Parking</p> <p>This service includes the spraying of a Pre-Emergent Weed Control Pesticide on all beds and cracks in the adjacent walks and parking areas.</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>Commercial Applicators are licensed by the Colorado Department of Agriculture.</p>	<p>Frequency included in this Agreement</p>	<p>1</p>
<p>Broadleaf Application Round 1</p> <p>This service includes one broadcast application of a Selective Post-Emergent Weed Control Pesticide to all turf areas.</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>Commercial Applicators are licensed by the Colorado Department of Agriculture.</p>	<p>Frequency included in this Agreement</p>	<p>1</p>
<p>Broadleaf Application Round 2</p> <p>This service includes one spot spray or full broadcast application of a Selective Post-Emergent Weed Control Pesticide to all turf areas as needed.</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>Commercial Applicators are licensed by the Colorado Department of Agriculture.</p>	<p>Frequency included in this Agreement</p>	<p>1</p>
<p>Native Broadleaf Weed Treatment</p> <p>This Service includes spraying the native grass areas with a broadleaf herbicide for weed control.</p>	<p>Frequency included in this Agreement</p>	<p>1</p>
<p>PHC-Fall Deep Root Feeding</p> <p>This proposal is for Deep Root Fertilization of all trees throughout the property. Fertilization promotes growth, and overall health</p> <p>Please note- the injection consists of three fertilizer components; beneficial mycorrhizal spores, Coron fertilizer, and chelated micronutrients.</p>	<p>Frequency included in this Agreement</p>	<p>0</p>

EXHIBIT A

Scope of Services (the "Work")

Winter Services

Frequency included in this Agreement

23

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

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.

Jefferson Center Metropolitan District No. 1 Cost Certification



Report #25
September 2024

INDEPENDENT
DES
District Engineering
SERVICES

1626 Cole Blvd, Suite 125
Lakewood, CO 80401

Jefferson Center Metropolitan District No. 1 Cost Certification

Table of Contents

Cost Certification Report #25

Introduction 1
Governing Documents..... 1
Activities Conducted..... 1
Assumptions 2
Discussion..... 2
Summary of Expenditures by Category and Service Plan Division 3
Field Investigation Results 3
Recommendation 3

Attachments

Attachment A - Site Map 4
Attachment B - Vendor Participation..... 6
Attachment C - Expenditure Data 8
Attachment D - Site Photos 10

September 24, 2024

Jefferson Center Metropolitan District No. 1
McGeady Becher, P.C.
450 E 17th Avenue, Suite 400
Denver, CO 80203-1254

JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1 COST CERTIFICATION REPORT #25

INTRODUCTION

Independent District Engineering Services, LLC (Engineer) was hired by the Jefferson Center Metropolitan District No.1 (District) to provide review of public expenditures paid for by Taylor Morrison of Colorado, Inc. (Developer). Pursuant to the Waiver of Rights to Reimbursement agreement and the Payment Directive Pertaining to Certified Costs for Trailstone Filing No. 1 Public Improvements agreement, Cimarron Commercial, LLC should receive the reimbursement from district-eligible improvements. This is to summarize and report the expenditures for the Trailstone development located in the City of Arvada, Colorado (Project). This Cost Certification report summarizes the Engineer's approach and findings for the Project.

The expenditures for public improvements discussed in this report were paid for by the Developer and are being certified as District eligible in the amount of **\$3,005,607.60**.

This report generally covers the areas shown on Attachment A and includes expenditures related to potable water system, the sanitary sewer system, the storm sewer system, paving, and related soft costs.

GOVERNING DOCUMENTS

The following governing documents were used in determining recommendations for District eligible expenses:

- Amended and Restated Service Plan for Jefferson Center Metropolitan District No.1 prepared by McGeady Sisneros, dated February 20, 2004.
- Facilities Funding and Acquisition Agreement, between Jefferson Center Metropolitan District No.1 and Cimarron Development Company, dated February 27, 2018.
- First Amendment to Facilities Funding and Acquisition Agreement, between Jefferson Center Metropolitan District No.1 and Cimarron Development Company, dated June 15, 2021.
- Second Amendment to Facilities Funding and Acquisition Agreement, between Jefferson Center Metropolitan District No.1 and Cimarron Development Company, dated July 27, 2022.
- Purchase and Sale Agreement, Between Taylor Morrison of Colorado, Inc. and Cimarron Commercial, LLC, dated January 30, 2020.
- Waiver of Rights to Reimbursement, by Taylor Morrison of Colorado Inc., dated April 18, 2022.
- Payment Directive Pertaining to Certified Costs for Trailstone Filing No. 1 Public Improvements, By Cimarron Development Company, dated April 25, 2022.

The Engineer used the above governing documents only as a general guideline for eligibility in certification of costs.

ACTIVITIES CONDUCTED

For this report, the following activities were performed:

- Governing documents provided by the District and the Developer were reviewed as the basis for recommendation for this report.
- Invoices provided by the Developer were reviewed. A summary was created and is attached as Attachment C.

- Contact was made with Developer to verify knowledge of the work or services performed.
- Some contract unit items were compared to other projects in the Denver metropolitan area.

ASSUMPTIONS

Due to the specific scope authorized for this report, the following assumptions were made.

- It is our understanding that the Developer will be responsible for all Storm Water Management Practice (SWMP) activities until the conditions of State and Local permits are met. No SWMP inspections or recommendations were conducted as part of this report.
- It is assumed that the contractors have obtained all SWMP permits in the name of the Developer.
- It is our understanding that all local jurisdiction acceptances will be completed by the Developer as required by applicable Facilities Funding and Acquisition Agreements. The District shall have no obligations for local jurisdiction acceptance of infrastructure financed by the District.
- It is assumed that the Developer has obtained or will obtain final unconditional lien waivers from all contractors performing work or consultants providing services for the Project. It is the Engineer's recommendation that these lien waivers be provided to the District.
- Costs presented do not represent the entire contract value, but rather a portion of the costs that are attributable to public improvements as defined in the Service Plan. Expenditures that pertain to both District land and private lots are based on land percentage area for the project area. See Attachment C for the percentages. These percentages were used for work such as earthwork, SWMP activities, and planning.
- Expenditures that did not have enough information to be verified with this report may be verified in a future report.
- Nothing in this report shall be construed as acceptance of any public infrastructure by any governmental entity, including but not limited to the District. The Developer remains responsible for completing public improvements according to plan and obtaining the proper acceptance by any applicable governmental entity.
- This report was prepared with a realistic and reasonable analysis to estimate the public expenditures for the invoices provided. Engineer was engaged to provide a specific scope and not an elaborate analysis, should a more detailed analysis or submission of additional expenditures be completed an adjustment to our cost certification may be required.
- It is Engineer's understanding that hard improvement costs are eligible for reimbursement prior to acceptance by the appropriate entity, as the Developer has a surety in place for the improvements (pursuant to section 3.1 of the Second Amendment to Facilities Funding and Acquisition Agreement). Engineer did not confirm surety.

DISCUSSION

This report consists of expenditures incurred between September 2023 and August 2024. The improvements reviewed are generally represented in Attachments A and C.

Vendor Participation

All contractors, consultants, and vendors whose invoice information was submitted, were evaluated for their participation on the Project and services performed, materials provided, or work completed. A summary of vendor participation is included as Attachment B.

Review of Invoices and Summary of Expenditures

To provide a cost certification of District improvements, invoices provided by the Developer were reviewed. Invoice costs were allocated as District Eligible Expenses or Non-Eligible Expenses and a summary is included as Attachment C. Invoices provided were reviewed to determine that the work and cost value were appropriated correctly, and that proof of payment was provided.

SUMMARY OF EXPENDITURES BY CATEGORY AND SERVICE PLAN DIVISION

The table below provides a summary of expenditures by category and Service Plan division. The major elements of the improvements were allocated across these specific categories.

Eligible Amounts by Category		
Category	District Eligible	
	Expenses	Percentage
Street Improvements	\$ 1,769,906.29	58.89%
Water Improvements	\$ 1,164,281.96	38.74%
Sanitation Improvements (Sanitary Sewer)	\$ 699.60	0.02%
Sanitation Improvements (Storm Sewer)	\$ 0.00	0.00%
Parks and Recreation Improvements	\$ 70,719.75	2.35%
Traffic and Safety Controls	\$ 0.00	0.00%
TOTAL	\$ 3,005,607.60	100.00%

FIELD INVESTIGATION RESULTS

A field investigation was conducted in August 2024. Photos were taken of the Project to memorialize the status of the site at the time of this report and are included in Attachment D.

RECOMMENDATION

In our professional opinion the expenditures for the improvements were reviewed and found to be reasonable. The costs of improvements are comparable to other similar projects in the Denver metropolitan area. At this time and based on the information provided, the Engineer certifies the expenditures provided by the Developer as District eligible expenditures as shown in Attachment C and subject to the level of review presented in this report. These expenditures are certified in the amount of **\$3,005,607.60**.

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

Respectfully Submitted,
Independent District Engineering Services, LLC



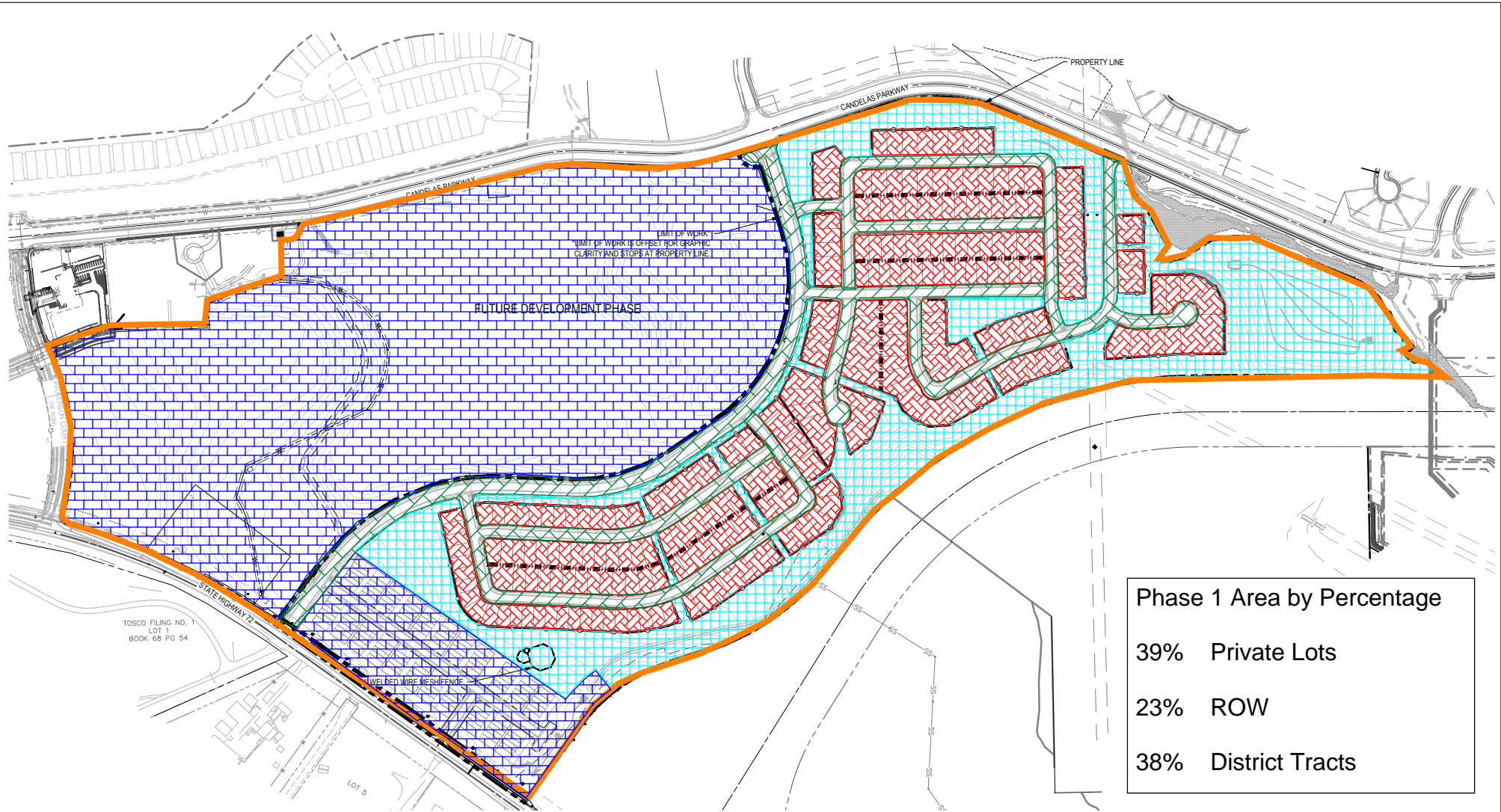
Brandon Collins, P.E.

Attachments

Attachment A

Site Map

Attachment A: JCMD - Trailstone development Site Vicinity Map



Phase 1 Area by Percentage	
39%	Private Lots
23%	ROW
38%	District Tracts

Legend

- Trailstone Development Area
- Future Development Area
- Phase 1 Private Lot Area
- Phase 1 ROW Area
- Phase 1 District Tract Area

Note: Areas shown are approximate and for visual representation only

Attachment B

Vendor Participation

Attachment B

Vendor Participation

Following is a summary of the contractors, consultants and vendor participation in work and services for the report.

A.G. Wassenaar, Inc. Geotechnical engineering firm who provided soil compaction testing, concrete sampling, and pavement reports for the project. Costs for soil compaction testing were determined to be both public and private in nature and eligible for public financing at the District Site Percent.

Aztec Consultants, Inc. Consultant responsible for providing surveying services. Expenditures related to dry utilities were deemed not eligible for District financing. Expenditures for as-builts, back charge, and retaining walls were considered eligible for public financing at the District Site Percent.

Concrete Curb and Paving Concrete contractor responsible for concrete and paving for the project. COR#5 was considered not eligible for public financing. Other services related to paving were determined to be eligible for public financing at the District Site Percent.

CMS Environmental Solutions Provided storm water inspections and permits for the Project. Expenditures were for the benefit of both public and private improvements and determined to be eligible for public financing at the District Site Percent.

Martin/Martin Inc. Civil Engineering firm who provided design & planning services for the Project. The expenditures related to the KDPL, construction admin, and site planning were considered eligible for public financing at the District Site Percent. Civil CDs were considered eligible at the District Design Percent. Expenditures related to the townhome amendments and dry utilities were considered not eligible.

Nelson Pipeline Constructors, LLC Utility contractor responsible for wet utilities in phases 1A, 1B, 1C, 1D, 2A, and 3. Expenditures related to the water main, sanitary sewer main, and stormwater system were considered Eligible for District reimbursement. Expenditures related to water services were considered District Eligible. District Eligible Expenditures on this report do not reflect the total amount of District Eligible Expenditures for these invoices

Attachment C

Expenditure Data

Attachment C

**JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1
Engineer's Summary for Cost Certification Report #25**

Invoice ID	Invoice Date	Project Name/Number	Invoice Provided	Check Date	Check No.	Description	Invoiced Amount	District Eligible Expenses	Non-Eligible Expenses	Notes
A.G. Wassenaar, Inc										
INV028038	06/24/24	201918F	Yes	07/22/24	60000-ET060887	Geotechnical Engineering Services	\$ 13,935.00	\$ 12,195.60	\$ 1,739.40	Compaction testing eligible at site percent
INV028039	06/24/24	232565F	Yes	07/15/24	60000-ET060740	Geotechnical Engineering Services	\$ 325.00	\$ 198.25	\$ 126.75	Compaction testing eligible at site percent
INV029962	07/31/24	201918F	Yes	08/26/24	60000-ET061353	Geotechnical Engineering Services	\$ 23,395.00	\$ 5,380.85	\$ 18,014.15	Compaction testing eligible at site percent
Subtotal A.G. Wassenaar, Inc							\$ 37,655.00	\$ 17,774.70	\$ 19,880.30	
APC Construction Co.										
Pay App 6	06/24/24	1131	Yes	07/22/24	60000-00049385	Asphalt & Striping Contractor	\$ 492,769.61	\$ 470,967.11	\$ 21,802.50	
Pay App 7	07/29/24	1131	Yes	08/26/24	60000-00049692	Asphalt & Striping Contractor	\$ 513,564.11	\$ 513,564.11	\$ 0.00	
Subtotal APC Construction Co.							\$ 1,006,333.72	\$ 984,531.22	\$ 21,802.50	
Aztec Consultants, Inc										
165689	06/13/24	33821-05	Yes	08/05/24	60000-ET061009	Surveying Services	\$ 6,451.82	\$ 1,328.11	\$ 5,123.71	Back charge & As-builts eligible at site percent; Dry utilities, Property Corners, & Restaking not eligible
167364	07/13/24	33821-05	Yes	08/05/24	60000-ET061009	Surveying Services	\$ 11,063.40	\$ (2,074.43)	\$ 13,137.83	Back charge & As-builts eligible at site percent; Dry utilities and Property Corners not eligible
163912	05/17/24	33823-01	Yes	08/26/24	60000-ET061354	Surveying Services	\$ 450.00	\$ 0.00	\$ 450.00	Housing Services not Eligible
Subtotal Aztec Consultants, Inc							\$ 17,515.22	\$ (746.32)	\$ 18,711.54	
Concrete Curb and Paving										
24163	06/24/24	1131	Yes	07/22/24	60000-ET060894	Concrete Contractor	\$ 775,740.33	\$ 726,378.82	\$ 49,361.51	Price Increases not Eligible
24180	07/29/24	1131	Yes	08/26/24	60000-ET061362	Concrete Contractor	\$ 58,118.57	\$ 23,247.43	\$ 34,871.14	Price Increases not Eligible
Subtotal Concrete Curb and Paving							\$ 833,858.90	\$ 749,626.25	\$ 84,232.65	
Kelley Trucking Inc.										
Pay App 24	05/24/24	202204	Yes	05/06/24	60000-0049195	Earthwork Contractor	\$ 110,806.25	\$ 75,923.05	\$ 34,883.20	Price Increases not Eligible
Pay App 25	06/30/24	202204	Yes	07/22/24	60000-00049381	Earthwork Contractor	\$ 50,396.30	\$ 37,612.88	\$ 12,783.43	Access Path Removal not Eligible
Subtotal Kelley Trucking Inc.							\$ 161,202.55	\$ 113,535.93	\$ 47,666.63	
Martin/Martin Inc.										
20.0109-00067	06/17/24	20.0109	Yes	07/22/24	60000-00049383	Engineering Design	\$ 1,289.42	\$ 786.55	\$ 502.87	Need AA #8 to confirm eligibility
20.0109-00068	06/17/24	20.0109	Yes	07/22/24	60000-00049383	Engineering Design	\$ 44,000.00	\$ 6,493.40	\$ 37,506.60	Reimbursables eligible at Site Percent
20.0109-00069	07/22/24	20.0109	Yes	08/26/24	60000-00049690	Engineering Design	\$ 118.79	\$ 72.46	\$ 46.33	CD's at design percent; services eligibility based on item
20.0109-00070	07/22/24	20.0109	Yes	08/26/24	60000-00049690	Engineering Design	\$ 21,492.50	\$	\$ 21,492.50	Reimbursables eligible at Site Percent
20.0109-00071	08/15/24	20.0109	Yes	08/30/24	60000-00049756	Engineering Design	\$ 14,521.00	\$	\$ 14,521.00	Need F2 Plat and CD's; To Be Reviewed in a Future Report
Subtotal Martin/Martin Inc.							\$ 81,421.71	\$ 7,352.41	\$ 74,069.30	
Nelson Pipeline Constructors, LLC										
1131-09 - Re-Review	08/31/23	1131	Yes	09/18/23	60000-ET056821	Wet Utility Contractor	\$ 1,810,739.70	\$ 364,819.00	\$ 1,445,920.70	Pay Application Re-reviewed to make water Services Eligible
1131-10 - Re-Review	09/30/23	1131	Yes	11/01/23	60000-ET057460	Wet Utility Contractor	\$ 2,152,714.75	\$ 123,880.00	\$ 2,028,834.75	Pay Application Re-reviewed to make water Services Eligible
1131-13 - Re-Review	12/18/23	1131	Yes	01/08/24	60000-ET058254	Wet Utility Contractor	\$ 632,855.28	\$ 305,662.50	\$ 327,192.78	Pay Application Re-reviewed to make water Services Eligible
1131-14 - Re-Review	01/31/24	1131	Yes	03/11/24	60000-ET059068	Wet Utility Contractor	\$ 341,393.14	\$ 14,107.50	\$ 327,285.64	Pay Application Re-reviewed to make water Services Eligible
1131-17 - Re-Review	04/30/24	1131	Yes	06/10/24	60000-ET060288	Wet Utility Contractor	\$ 873,159.67	\$ 279,862.88	\$ 593,296.80	Pay Application Re-reviewed to make water Services Eligible
Subtotal Nelson Pipeline Constructors, LLC							\$ 5,810,862.54	\$ 1,088,331.88	\$ 4,722,530.67	
Tricor Group, LLC										
Pay App 10	05/31/24	1131	Yes	07/22/24	60000-00049386	Retaining Wall Contractor	\$ 37,096.24	\$ 20,881.54	\$ 16,214.70	AA#3 Not Eligible
Pay App 11	06/30/24	1131	Yes	07/22/24	60000-00049386	Retaining Wall Contractor	\$ 25,600.00	\$ 24,320.00	\$ 1,280.00	
Subtotal Tricor Group, LLC							\$ 62,696.24	\$ 45,201.54	\$ 17,494.70	
TOTAL							\$ 8,011,995.88	\$ 3,005,607.60	\$ 5,006,388.28	

"District Eligible Expenses" is the amount being recommended for reimbursement from the District
 "Non Eligible Expenses" is the difference between the Invoiced Amount and the District Portion
 These amounts do not include interest

Applied Percentages	
Eligible Site Percent	61.00%
Eligible Design Site Percent	92.00%

Attachment D

Site Photos

Attachment D: Taylor Morrison Site Photos

Jefferson Center Metropolitan District No.1 Cost Certification Report #25



Trailstone Tract I Roads
(View: Northwest)



Trailstone Salvia Street 92nd Drive, & W 92nd Loop
(View: East)



Trailstone Grading
(View: Northeast)



Overall
(View: East)



Trailstone Grading and Streets
(View: Southeast)



Trailstone Grading
(View: Nowthwest)