

# DENARGO MARKET METROPOLITAN DISTRICT NOS. 1 AND 2

141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228-1898  
Tel: 303-987-0835 · 800-741-3254  
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<https://denargo.colorado.gov>

## **NOTICE OF SPECIAL MEETINGS AND AGENDA**

<u>Board of Directors</u>	<u>Office</u>	<u>Term/Expires</u>
Laura H. Newman	President	2023/May 2023
Donald D. Cabrera	Treasurer	2023/May 2023
Jeffrey D. Jones	Asst. Secretary	2022/May 2022
Todd T. Wenskoski	Asst. Secretary	2022/May 2022
Wade Davidson		2022/May 2022
Matt Cohrs	Secretary	

DATE: April 26, 2022

TIME: 10:30 a.m.

LOCATION: Zoom Meeting

<https://us02web.zoom.us/j/6464033676?pwd=bzJUOHBHNXNEQ2JYUTJkYkZ0b3B3Zz09>

**Phone:** 1 253 215 8782

**Meeting ID:** 646 403 3676

**Password:** 267458

**One tap mobile:** +12532158782,,6464033676#

### I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

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B. Confirm quorum, location of meetings and posting of meeting notices. Approve agenda.

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C. Review and approve the Minutes of the February 24, 2022 Special Meetings of Denargo Market Metropolitan District No. 1 (“District No. 1”) and Denargo Market Metropolitan District No. 2 (“District No. 2”) (enclosures).

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D. Consider appointment of Officers:

President \_\_\_\_\_

Treasurer \_\_\_\_\_

Secretary \_\_\_\_\_

Asst. Secretary \_\_\_\_\_

Asst. Secretary \_\_\_\_\_

Asst. Secretary \_\_\_\_\_

II. PUBLIC COMMENT

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

- A. District No. 1 - Review and consider approval of the payment of claims through the period ending as follows (enclosures):

<b>Fund</b>	Period Ending Dec. 31, 2021	Period Ending January 31, 2022	Period Ending Feb. 28, 2022	Period Ending March 31, 2022
General	\$ 18,695.17	\$ 23,881.36	\$ 53,735.84	\$ 38,030.53
Debt Service	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Capital Projects	\$ -0-	\$ -0-	\$ -0-	\$ -0-
<b>Total</b>	<b>\$ 18,695.17</b>	<b>\$ 23,881.36</b>	<b>\$ 53,735.84</b>	<b>\$ 38,030.53</b>

<b>Fund</b>	Period Ending April 30, 2022
General	\$ 20,582.49
Debt Service	\$ -0-
Capital Projects	\$ -0-
<b>Total</b>	<b>\$ 20,582.49</b>

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- B. Review and accept the unaudited financial statements through the period ending December 31, 2021 and Schedule of Cash Position updated as of February 13, 2022 (enclosures).
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IV. LEGAL MATTERS

- A. Discuss Service Plan Amendments and authorize necessary actions related thereto.
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- B. Update regarding May 3, 2022 Regular Election.
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V. OTHER MATTERS

A. District No. 1 - Review and consider approval of the following proposals:

1. Proposal for Independent Professional Engineer's Review of Costs Incurred and Verification of Costs Associated with Design and Construction of Public Improvements from Schedio Group LLC (enclosure).

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2. Proposal for Cost Certification Services from Independent District Engineering Services, LLC (enclosure).

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B. Review and consider approval of Service Agreement for Engineering Services by and between District No. 1 and Triunity, Inc. (enclosure).

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C. Update regarding road conditions and maintenance matters – Wewatta Way.

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D. Rescind approval of proposal from Consolidated Divisions Inc., d/b/a CDI Environmental Contractor for 2022 Detention Pond Maintenance.

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VI. ADJOURNMENT **THE NEXT REGULAR MEETINGS ARE SCHEDULED FOR JUNE 21, 2022**

# RECORD OF PROCEEDINGS

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## MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE DENARGO MARKET METROPOLITAN DISTRICT NO. 1 HELD FEBRUARY 24, 2022

A Special Meeting of the Board of Directors (referred to hereafter as the “Board”) of the Denargo Market Metropolitan District No. 1 (referred to hereafter as the “District”) was held on Thursday, the 24<sup>th</sup> day of February 2022, at 4:30 p.m. The District Board meeting was held and properly noticed to be held via Zoom. The meeting was open to the public via Zoom.

### ATTENDANCE

#### Directors In Attendance Were:

Laura H. Newman  
Donald D. Cabrera  
Jeffrey D. Jones

Following discussion, upon motion duly made by Director Cabrera, seconded by Director Newman and, upon vote, unanimously carried, the absence of Director Wenskoski was excused.

#### Also In Attendance Were:

Matt Cohrs; Special District Management Services, Inc. (“SDMS”)

Paula Williams, Esq. and Erica Montague, Esq.; McGeady Becher P.C.

Lindsay Ross; CliftonLarsonAllen LLP

Wade Davidson; Golub & Company LLC

### ADMINISTRATIVE MATTERS

**Disclosure 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 and to the Secretary of State. It was noted that disclosures of potential conflicts of interest statements for each of the Directors had been filed with the Secretary of State seventy-two hours in advance of the meeting. Attorney Williams requested that the Directors consider whether they had any additional conflicts of interest to disclose. It was noted for the record that there were no additional disclosures made by the Directors present at the meeting and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with the statutes.

## RECORD OF PROCEEDINGS

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**Confirmation of Quorum, Location of Meeting and Posting of Meeting Notices:** Mr. Cohrs confirmed the presence of a quorum. 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.

Following discussion, upon motion duly made by Director Cabrera, seconded by Director Newman and, upon vote, unanimously carried, the Board determined to conduct this meeting via Zoom meeting. The Board further noted that notice of the time, date and meeting access information was duly posted and that no objections, or any requests that the means of hosting the meeting be changed were received from taxpaying electors within the District's boundaries.

**Agenda:** Mr. Cohrs reviewed with the Board a proposed Agenda for the District's Special Meeting.

Following discussion, upon motion duly made by Director Cabrera, seconded by Director Newman and, upon vote, unanimously carried, the Agenda was approved, as amended.

**Minutes:** The Board reviewed the Minutes of the November 16, 2021 and January 18, 2022 Special Meetings.

Following discussion, upon motion duly made by Director Cabrera, seconded by Director Jones and, upon vote, unanimously carried, the Minutes of the November 16, 2021 and January 18, 2022 Special Meetings were approved, as presented.

**Resignation of Director:** The Board acknowledged the resignation of Director David Smith effective as of February 1, 2022.

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

As such, eligible elector, Wade Davidson, was nominated to serve on the Board. Following discussion, upon motion duly made by Director Jones, seconded by Director Cabrera and, upon vote unanimously carried, the Board appointed Wade Davidson to fill the vacancy on the Board. The Oath of Office was administered.

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There were no public comments.

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**PUBLIC  
COMMENT**

## RECORD OF PROCEEDINGS

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**FINANCIAL MATTERS**

None.  
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**LEGAL MATTERS**

**Partial Termination of Easement:** The Board entered into discussion regarding the Partial Termination of Easement.

Following discussion, upon motion duly made by Director Jones, seconded by Director Cabrera and, upon vote, unanimously carried, the Board approved the Partial Termination of Easement.

**Service Plan Amendments:** Attorney Williams discussed the status of the proposed Service Plan Amendments and related Letter of Intent with the Board.  
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**OTHER MATTERS**

**Proposal for Independent Professional Engineer’s Review of Costs Incurred and Verification of Costs Associated with Design and Construction of Public Improvements from Schedio Group LLC:** The Board discussed the proposal, but deferred action on this matter.

**Proposal for Cost Certification Services from Independent District Engineering Services, LLC:** The Board discussed the proposal, but deferred action on this matter.

**Status of Road Conditions:** The Board discussed the status of road conditions at Wewatta Way and directed staff to obtain an estimate to mill/overlay the entire road.

**Service Agreement for District Engineering Services with Triunity Engineering & Management, Inc.:** Mr. Cohrs reviewed a proposed update to the scope of services. Following discussion, the Board directed staff to prepare a new Service Agreement for District Engineering Services by and between Triunity Engineering & Management, Inc. and the District to incorporate the updated scope of services.  
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**ADJOURNMENT**

There being no further business to come before the Board at this time, upon motion duly made by Director Jones, seconded by Director Cabrera and, upon vote, unanimously carried, the Special Meeting was adjourned.

Respectfully submitted,

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

## RECORD OF PROCEEDINGS

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### MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE DENARGO MARKET METROPOLITAN DISTRICT NO. 2 HELD FEBRUARY 24, 2022

A Special Meeting of the Board of Directors (referred to hereafter as the “Board”) of the Denargo Market Metropolitan District No. 2 (referred to hereafter as the “District”) was held on Thursday, the 24<sup>th</sup> day of February 2022, at 4:30 p.m. The District Board meeting was held and properly noticed to be held via Zoom. The meeting was open to the public via Zoom.

#### ATTENDANCE

##### Directors In Attendance Were:

Laura H. Newman  
Donald D. Cabrera  
Jeffrey D. Jones

Following discussion, upon motion duly made by Director Cabrera, seconded by Director Newman and, upon vote, unanimously carried, the absence of Director Wenskoski was excused.

##### Also In Attendance Were:

Matt Cohrs; Special District Management Services, Inc. (“SDMS”)

Paula Williams, Esq. and Erica Montague, Esq.; McGeady Becher P.C.

Lindsay Ross; CliftonLarsonAllen LLP

Wade Davidson; Golub & Company LLC

#### ADMINISTRATIVE MATTERS

**Disclosure 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 and to the Secretary of State. It was noted that disclosures of potential conflicts of interest statements for each of the Directors had been filed with the Secretary of State seventy-two hours in advance of the meeting. Attorney Williams requested that the Directors consider whether they had any additional conflicts of interest to disclose. It was noted for the record that there were no additional disclosures made by the Directors present at the meeting and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with the statutes.

## RECORD OF PROCEEDINGS

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**Confirmation of Quorum, Location of Meeting and Posting of Meeting Notices:** Mr. Cohrs confirmed the presence of a quorum. 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.

Following discussion, upon motion duly made by Director Cabrera, seconded by Director Newman and, upon vote, unanimously carried, the Board determined to conduct this meeting via Zoom meeting. The Board further noted that notice of the time, date and meeting access information was duly posted and that no objections, or any requests that the means of hosting the meeting be changed were received from taxpaying electors within the District's boundaries.

**Agenda:** Mr. Cohrs reviewed with the Board a proposed Agenda for the District's Special Meeting.

Following discussion, upon motion duly made by Director Cabrera, seconded by Director Newman and, upon vote, unanimously carried, the Agenda was approved, as amended.

**Minutes:** The Board reviewed the Minutes of the November 16, 2021 and January 18, 2022 Special Meetings.

Following discussion, upon motion duly made by Director Cabrera, seconded by Director Jones and, upon vote, unanimously carried, the Minutes of the November 16, 2021 and January 18, 2022 Special Meetings were approved, as presented.

**Resignation of Director:** The Board acknowledged the resignation of Director David Smith effective as of February 1, 2022.

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

As such, eligible elector, Wade Davidson, was nominated to serve on the Board. Following discussion, upon motion duly made by Director Jones, seconded by Director Cabrera and, upon vote unanimously carried, the Board appointed Wade Davidson to fill the vacancy on the Board. The Oath of Office was administered.

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There were no public comments.

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**PUBLIC  
COMMENT**



## RECORD OF PROCEEDINGS

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### FINANCIAL MATTERS

**2021 Budget Amendment Hearing:** The President opened the public hearing to consider an amendment to the 2021 Budget.

It was noted that publication of Notice stating that the Board would consider amendment of the 2021 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing.

No public comments were received, and the public hearing was closed.

Following discussion, upon motion duly made by Director Jones, seconded by Director Cabrera, and upon vote unanimously carried, the Board adopted Resolution No. 2022-02-01 to Amend the 2021 Budget. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

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### LEGAL MATTERS

**Service Plan Amendments:** Attorney Williams discussed the status of the proposed Service Plan Amendments and related Letter of Intent with the Board.

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### OTHER MATTERS

There were no other matters.

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### ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made by Director Jones, seconded by Director Cabrera and, upon vote, unanimously carried, the Special Meeting was adjourned.

Respectfully submitted,

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

**Denargo Market Metropolitan District No. 1**  
**December-21**

<b>Vendor</b>	<b>Invoice #</b>	<b>Date</b>	<b>Due Date</b>	<b>Amount</b>	<b>Expense Account</b>	<b>Account Number</b>
Brightview Landscape Services	7656287	12/1/2021	12/16/2021	\$ 950.00	Landscaping	107585
CliftonLarsonAllen, LLP	3090730	11/30/2021	11/30/2021	\$ 3,213.32	Accounting	107000
Colorado Lighting Inc	NI98555	11/5/2021	12/5/2021	\$ 20.00	Site lighting	107803
Colorado Lighting Inc	531607	11/1/2021	12/1/2021	\$ 266.37	Site lighting	107803
Colorado Special District Property & Liability Pool	POL-0008761	9/26/2021	9/26/2021	\$ 2,075.00	Prepaid insurance	101255
Denver Metro Protective Services	21-120282	12/1/2021	12/31/2021	\$ 290.00	Security	107570
Denver Water	3150 Nov.2021	11/10/2021	12/1/2021	\$ 134.05	Utilities	107701
Denver Water	3250 Nov. 2021	11/10/2021	12/1/2021	\$ 77.89	Utilities	107701
Diversified Underground	24870	11/30/2021	12/30/2021	\$ 347.00	Locates	107804
Dodge Data & Analytics	A40037225	11/9/2021	11/9/2021	\$ 73.44	Miscellaneous	107480
Fusion Sign & Design Inc	183944	11/9/2021	12/9/2021	\$ 156.00	Miscellaneous	107480
Mcgeady Becher P.C	1057W 10-2021	10/31/2021	10/31/2021	\$ 1,972.50	Legal services	107460
Special District Management Services	D1 11-2021	11/30/2021	11/30/2021	\$ 2,703.95	District management	107440
Special District Management Services	D2 11-2021	11/30/2021	11/30/2021	\$ 1,211.39	District management	107440
T Charles Wilson Insurance Service	10353	10/25/2021	1/1/2022	\$ 495.00	Prepaid insurance	101255
Triunity Engineering & Management	100517-16	11/10/2021	11/10/2021	\$ 4,466.25	Site inspection	107802
Utility Notification Center	221110451	11/30/2021	11/30/2021	\$ 22.44	Locates	107804
Xcel Energy	756227292	11/12/2021	12/3/2021	\$ 170.75	Utilities	107701
Xcel Energy	755423886	11/8/2021	11/30/2021	\$ 49.82	Utilities	107701

\$ 18,695.17

Check Issue Date	Check Number	Payee	Amount
12/14/2021	m 9201	Cabrera, Donald	92.35
12/14/2021	m 9202	Jones, Jeffrey	92.35
12/14/2021	m 9203	Newman, Laura	92.35
12/14/2021	m 9204	Smith, David	92.35
12/14/2021	c 9205	Wepkoski, Todd	92.35
Grand Totals:			5
			<u>461.75</u>

✓  
✓  
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✓  
✓  
- Keeping my check to avoid mail charges.

**Denargo Market Metropolitan District No. 1**  
**December-21**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
<b>Disbursements</b>	\$ 18,695.17		\$ -	\$ 18,695.17
<b>Payroll</b>		\$ -	\$ -	\$ -
<b>Total Disbursements from Checking Acct</b>	<b>\$ 18,695.17</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 18,695.17</b>

**Denargo Market Metropolitan District No. 1**

**January-22**

<b>Vendor</b>	<b>Invoice #</b>	<b>Date</b>	<b>Due Date</b>	<b>Amount in USD</b>	<b>Expense Account</b>	<b>Account Number</b>
Colorado Lighting Inc	NI100618	12/29/2021	1/28/2022	\$ 20.00	Site lighting	107803
Colorado Lighting Inc	NI99580	12/6/2021	1/5/2022	\$ 20.00	Site lighting	107803
Colorado Special District Property & Liability Pool	61095	12/17/2021	12/17/2021	\$ 7,125.00	Prepaid insurance	101255
Denver Metro Protective Services	22-010314	1/3/2022	2/2/2022	\$ 345.00	Security	107570
Denver Water	150 Dec.20:	12/10/2021	12/31/2021	\$ 28.93	Utilities	107701
Denver Water	250 Dec.20:	12/10/2021	12/31/2021	\$ 26.05	Utilities	107701
Diversified Underground	25006	12/31/2021	1/30/2022	\$ 1,374.00	Locates	107804
Mcgeady Becher P.C	Nov-21	11/30/2021	11/30/2021	\$ 3,427.50	Legal services	107460
Special District Management Services	D1 12-2021	12/31/2021	12/31/2021	\$ 4,070.50	District management	107440
Special District Management Services	D2 12-2021	12/31/2021	12/31/2021	\$ 294.20	District management	107440
Triunity Engineering & Management	100517-17	1/5/2022	1/5/2022	\$ 2,765.25	Site inspection	107802
Triunity Engineering & Management	100517-18	1/5/2022	1/5/2022	\$ 4,103.00	Site inspection	107802
Utility Notification Center	2.21E+08	12/31/2021	12/31/2021	\$ 29.04	Locates	107804
Xcel Energy	7.59E+08	12/9/2021	12/30/2021	\$ 45.77	Utilities	107701
Xcel Energy	7.6E+08	12/15/2021	1/6/2022	\$ 207.12	Utilities	107701
				\$ 23,881.36		

**Denargo Market Metropolitan District No. 1**  
**January-22**

	General	Debt	Capital	Totals
	23,881.36			\$ 23,881.36
<b>Disbursements</b>			\$ -	\$ -
<b>Payroll</b>	\$ -	\$ -	\$ -	\$ -
<b>Total Disbursements from Checking Acct</b>	<b>\$ 23,881.36</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 23,881.36</b>

**Denargo Market Metropolitan District No. 1**

**February-22**

<b>Vendor</b>	<b>Invoice #</b>	<b>Date</b>	<b>Due Date</b>	<b>Amount in USD</b>	<b>Expense Account</b>	<b>Account Number</b>
Brightview Landscape Services	7717110	1/19/2022	2/3/2022	\$ 5,859.50	Snow removal	107815
Brightview Landscape Services	7756054	2/8/2022	2/23/2022	\$ 3,960.00	Snow removal	107815
Brightview Landscape Services	7716003	1/18/2022	2/2/2022	\$ 7,442.50	Snow removal	107815
Brightview Landscape Services	7755505	2/7/2022	2/22/2022	\$ 4,554.00	Landscape & options	107816
CliftonLarsonAllen, LLP	3123111	1/13/2022	1/13/2022	\$ 1,522.50	Accounting	107000
Colorado Lighting Inc	532493	12/30/2021	1/29/2022	\$ 610.25	Site lighting	107803
Crest Exterior, LLC	22704	2/2/2022	2/2/2022	\$ 15,333.58	Streets and sidewalk	107587
Denver Metro Protective Services	22-020290	2/1/2022	3/3/2022	\$ 200.00	Security	107570
Denver Water	3150 Jan.2022	1/12/2022	2/2/2022	\$ 24.20	Utilities	107701
Diversified Underground	25157	1/31/2022	3/2/2022	\$ 2,047.00	Locates	107804
Mcgeady Becher P.C	1057W 12-2021	12/31/2021	12/31/2021	\$ 2,400.00	Legal services	107460
Special District Management Services	D1 1-2022	1/31/2022	1/31/2022	\$ 4,472.01	District management	107440
Special District Management Services	D2 1-2022	1/31/2022	1/31/2022	\$ 409.80	District management	107440
Triunity Engineering & Management	100517-19	2/1/2022	2/1/2022	\$ 4,600.00	Site inspection	107802
Utility Notification Center	222010411	1/31/2022	1/31/2022	\$ 32.50	Locates	107804
Xcel Energy	763444831	1/12/2022	2/2/2022	\$ 53.67	Utilities	107701
Xcel Energy	764247162	1/18/2022	2/7/2022	\$ 214.33	Utilities	107701
				\$ 53,735.84		

**Denargo Market Metropolitan District No. 1**  
**February-22**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
<b>Disbursements</b>	<b>\$ 53,735.84</b>		<b>\$ -</b>	<b>\$ 53,735.84</b>
<b>Payroll</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Disbursements from Checking Acct</b>	<b>\$ 53,735.84</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 53,735.84</b>



**Denargo Market Metropolitan District No. 1**  
**March-22**

<b>Vendor</b>	<b>Invoice #</b>	<b>Date</b>	<b>Due Date</b>	<b>Amount in USD</b>	<b>Expense Account</b>	<b>Account Number</b>
Brightview Landscape Services		7800826 3/4/2022	3/19/2022	\$ 5,888.50	Snow removal	107815
Brightview Landscape Services		7769356 2/22/2022	3/9/2022	\$ 5,363.00	Snow removal	107815
Brightview Landscape Services		7789077 2/25/2022	3/12/2022	\$ 5,759.00	Snow removal	107815
CliftonLarsonAllen, LLP		3145721 1/31/2022	1/31/2022	\$ 2,902.57	Accounting	107000
Colorado Lighting Inc	NI101655		2/7/2022 3/9/2022	\$ 20.00	Site lighting	107803
Denver Metro Protective Services	22-030322		3/1/2022 3/31/2022	\$ 120.00	Security	107570
Denver Water	3250 Feb.2022		2/10/2022 3/3/2022	\$ 24.20	Utilities	107701
Denver Water	3150 Feb.2022		2/10/2022 3/3/2022	\$ 24.20	Utilities	107701
Diversified Underground		25280 2/28/2022	3/30/2022	\$ 1,360.00	Locates	107804
Dodge Data & Analytics	A40039193		2/24/2022 2/24/2022	\$ 57.12	Miscellaneous	107480
Mcgeady Becher P.C	1057W 1-2022		1/31/2022 1/31/2022	\$ 6,877.50	Legal services	107460
Special District Association	D1 2022 SDA		2/22/2022 2/22/2022	\$ 594.75	Dues and licenses	107350
Special District Association	D2 2022 SDA		2/22/2022 2/22/2022	\$ 551.94	Dues and licenses	107350
Special District Management Services		Feb-22 2/28/2022	2/28/2022	\$ 296.00	Election expense	107581
Special District Management Services		Feb-22 2/28/2022	2/28/2022	\$ 5,285.87	District management	107440
Special District Management Services	D2 02-2022		2/28/2022 2/28/2022	\$ 429.20	Election expense	107581
Special District Management Services	D2 02-2022		2/28/2022 2/28/2022	\$ 556.40	District management	107440
Utility Notification Center		222020425 2/28/2022	2/28/2022	\$ 42.90	Locates	107804
Wastewater Management Division	02274-00-120-000 Feb.2022		2/23/2022 2/23/2022	\$ 185.39	Miscellaneous	107480
Wastewater Management Division	02274-00-114-000 Feb.2022		2/23/2022 2/24/2022	\$ 813.86	Miscellaneous	107480
Xcel Energy		768195426 2/16/2022	3/9/2022	\$ 178.94	Utilities	107701
Xcel Energy		767386390 2/10/2022	3/3/2022	\$ 52.74	Utilities	107701
				\$ 37,384.08		

**Denargo Market Metropolitan District No. 1**  
**March-22**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
<b>Disbursements</b>	\$ 37,384.08	-	\$ -	\$ 37,384.08
<b>Payroll</b>	\$ 646.45	\$ -	\$ -	\$ 646.45
<b>Total Disbursements from Checking Acct</b>	<u>\$ 38,030.53</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 38,030.53</u>

3-23-22  
Funds Released  
by Jennifer Van Valen

Released  
Checks  
3-23-22  
Cmu

Check Issue Date	Check Number	Payee	Amount
m 03/10/2022	9210	Cabrera, Donald	184.70 ✓
m 03/10/2022	9211	Jones, Jeffrey	184.70 ✓
m 03/10/2022	9212	Newman, Laura	184.70 ✓
C 03/10/2022	9213	Wenskoski, Todd	✓ 92.35
Grand Totals:			
	4		646.45

Keeping with me to avoid ~~the~~ making back & forth.

Denargo Market Metropolitan District No. 1

April-22

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
Brightview Landscape Services	7838481	2/1/2022	2/16/2022	\$ 1,065.00	Landscaping	107585
Brightview Landscape Services	7812439	3/23/2022	4/7/2022	\$ 1,316.00	Snow removal	107815
Brightview Landscape Services	7838480	1/1/2022	1/16/2022	\$ 1,065.00	Landscaping	107585
Brightview Landscape Services	7838526	3/1/2022	3/16/2022	\$ 1,065.00	Landscaping	107585
Brightview Landscape Services	7837437	3/29/2022	4/13/2022	\$ 549.40	Snow removal	107815
CliftonLarsonAllen, LLP	3175860	2/28/2022	2/28/2022	\$ 3,239.67	Accounting	107000
Colorado Lighting Inc	NI102729	3/21/2022	4/20/2022	\$ 20.00	Site lighting	107803
CNA Surety Direct Bill	24773268	5/4/2022	5/4/2022	\$ 255.00	Insurance	107360
CNA Surety Direct Bill	24773270	5/4/2022	5/4/2022	\$ 255.00	Insurance	107360
CNA Surety Direct Bill	24773284	5/4/2022	5/4/2022	\$ 255.00	Insurance	107360
Denver Water	3150 March 2022	3/11/2022	4/1/2022	\$ 24.20	Utilities	107701
Denver Water	3250 March 2022	3/11/2022	4/1/2022	\$ 24.20	Utilities	107701
Diversified Underground	25425	3/31/2022	4/30/2022	\$ 255.00	Locates	107804
Dodge Data & Analytics	A40039576	3/15/2022	3/15/2022	\$ 116.28	Miscellaneous	107480
Dodge Data & Analytics	A40039573	3/15/2022	3/15/2022	\$ 116.28	Miscellaneous	107480
Dodge Data & Analytics	A40039572	3/15/2022	3/15/2022	\$ 116.28	Miscellaneous	107480
Mcgeady Becher P.C	1057W 2-2022	2/28/2022	2/28/2022	\$ 6,683.08	Legal services	107460
Special District Management Services	D2 3-2022	3/31/2022	3/31/2022	\$ 222.00	Election expense	107581
Special District Management Services	D2 3-2022	3/31/2022	3/31/2022	\$ 212.60	District management	107440
Special District Management Services	D1 03-2022	3/31/2022	3/31/2022	\$ 296.00	Election expense	107581
Special District Management Services	D1 03-2022	3/31/2022	3/31/2022	\$ 3,196.45	District management	107440
Utility Notification Center	222030441	3/31/2022	3/31/2022	\$ 26.00	Locates	107804
Xcel Energy	771498030	3/14/2022	4/1/2022	\$ 49.37	Utilities	107701
Xcel Energy	772289737	3/18/2022	4/7/2022	\$ 159.68	Utilities	107701

\$ 20,582.49

**Denargo Market Metropolitan District No. 1**  
**April-22**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 20,582.49		\$ -	\$ 20,582.49
Payroll		\$ -	\$ -	\$ -
<b>Total Disbursements from Checking Acct</b>	<b>\$ 20,582.49</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 20,582.49</b>

**DENARGO MARKET METROPOLITAN DISTRICT NO. 1**

**FINANCIAL STATEMENTS**

**DECEMBER 31, 2021**

**DENARGO MARKET METROPOLITAN DISTRICT NO. 1**  
**BALANCE SHEET - GOVERNMENTAL FUNDS**  
**DECEMBER 31, 2021**

		<u>General</u>
<b>ASSETS</b>		
Cash - Checking	\$	35,761
Colotrust		143,928
Prepaid expense		900
Due from District No. 2		1,021
<b>TOTAL ASSETS</b>	<b>\$</b>	<b><u>181,610</u></b>
<b>LIABILITIES AND FUND BALANCES</b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable	\$	37,204
Payroll taxes payable		459
Total Liabilities		<u>37,663</u>
<b>FUND BALANCES</b>		
Total Fund Balances		<u>143,947</u>
<b>TOTAL LIABILITIES AND FUND BALANCES</b>	<b>\$</b>	<b><u>181,610</u></b>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures, and changes in fund balances - governmental funds have been omitted.

**DENARGO MARKET METROPOLITAN DISTRICT NO. 1**  
**STATEMENT OF REVENUES, EXPENDITURES AND**  
**CHANGES IN NET POSITION - BUDGET AND ACTUAL**  
**FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2021**

**GENERAL FUND**

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
<b>REVENUES</b>			
Interest income	\$ 2,000	\$ 96	\$ (1,904)
Permit fees	-	26,387	26,387
Transfer from District No. 2	281,900	283,095	1,195
<b>TOTAL REVENUES</b>	<u>283,900</u>	<u>309,578</u>	<u>25,678</u>
<b>EXPENDITURES</b>			
Accounting	24,500	32,095	(7,595)
Auditing	4,500	8,500	(4,000)
City of Denver annual fee	6,000	6,000	-
Contingency	54,623	-	54,623
Detention Pond Cleanup	10,000	9,000	1,000
Directors' fees	1,000	2,700	(1,700)
District management	45,000	52,544	(7,544)
Dues and licenses	-	1,140	(1,140)
Insurance and bonds	11,800	10,517	1,283
Landscape & irrigation repairs	35,000	44,237	(9,237)
Landscape & options	95,725	40,030	55,695
Legal services	30,000	30,753	(753)
Locates	3,500	3,516	(16)
Miscellaneous	2,500	2,315	185
Payroll taxes	77	237	(160)
Repairs and maintenance	25,000	27,704	(2,704)
Security	7,500	3,965	3,535
Sight lighting	5,000	1,678	3,322
Site inspection	24,000	48,062	(24,062)
Snow removal	25,000	22,135	2,865
Street sweeping	1,000	-	1,000
Streets and sidewalk	27,000	-	27,000
Utilities	15,000	8,407	6,593
<b>TOTAL EXPENDITURES</b>	<u>453,725</u>	<u>355,535</u>	<u>98,190</u>
<b>CHANGE IN NET POSITION</b>	(169,825)	(45,957)	123,868
<b>NET POSITION - BEGINNING</b>	<u>197,976</u>	<u>189,904</u>	<u>(8,072)</u>
<b>NET POSITION - ENDING</b>	<u>\$ 28,151</u>	<u>\$ 143,947</u>	<u>\$ 115,796</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures, and changes in fund balances - governmental funds have been omitted.



**DENARGO MARKET METROPOLITAN DISTRICT NO. 1**

**Schedule of Cash Position**

**December 31, 2021**

**Updated as of February 13, 2022**

	<b>General Fund</b>
<b><u>First Bank - Checking Account</u></b>	
Balance as of 12/31/21	\$ 35,761.38
Subsequent activities:	
01/04/22 Vouchers payable - bill.com	(950.00)
01/04/22 Denver Water	(54.98)
01/05/22 Vouchers payable - bill.com	(17,533.23)
01/28/22 IRS tax payment	(459.00)
01/31/22 Transfer from ColoTrust	17,000.00
02/02/22 Vouchers payable - bill.com	(23,826.38)
02/03/22 Denver Water	(48.40)
<i>Anticipated transfer from Denargo No. 2</i>	<u>2,571.02</u>
<i>Anticipated Balance</i>	<u>12,460.41</u>
<b><u>ColoTrust</u></b>	
Balance as of 12/31/21	\$ 143,928.07
Subsequent activities:	
01/07/22 Deposit - permit fees	135,075.00
01/31/22 Transfer to 1st Bank	(17,000.00)
01/31/22 Interest income	15.17
<i>Anticipated Balance</i>	<u>\$ 262,018.24</u>
<i>Total Available for Operations</i>	<u>\$ 274,478.65</u>

**Yield information:**

ColoTrust - 0.0478% (12/31/21)

**Date: January 18, 2022**

**To: Board of Directors**

Denargo Market Metropolitan District No. 1  
c/o Paula Williams  
McGeady Becher, P.C.  
450 East 17<sup>th</sup> Avenue, Suite 400  
Denver, Colorado 80203

**From: Schedio Group LLC**

Timothy A. McCarthy, P.E., Managing Principal  
809 14<sup>th</sup> Street, Suite A  
Golden, CO 80401

**Subject: Proposal for Independent Professional Engineer's Review of Costs Incurred and Verification of Costs Associated with the Design and Construction of Public Improvements**

---

Dear Board of Directors,

Schedio Group LLC ("Schedio Group") is pleased to present this proposal to Denargo Market Metropolitan District No. 1 ("District") for Professional Engineering Services.

Schedio Group understands that the District has a need for an independent professional engineer to review developer incurred costs for the purposes of verifying costs associated with the design and construction of public improvements and recommending a reimbursement amount to be paid by the District to the Developer.

Schedio Group has reviewed the Service Plan for Denargo Market Metropolitan District No. 1 - In the City and County of Denver, Colorado - prepared by McGeady Becher, P.C. and approved March 8, 2010. Per the Service Plan, the property within the Districts and the Inclusion Area is zoned RMU-30 and PUD. It is anticipated that the property with the Project will be utilized for residential and limited commercial and retail purposes. The peak population in the Project is estimated at 6,650 persons at build out. The total estimated costs of the Improvements necessary to serve the Project are approximately \$22,100,000.

This proposal will consist of one primary task:

**TASK 1 – INDEPENDENT PROFESSIONAL ENGINEER'S REVIEW OF COSTS INCURRED AND VERIFICATION OF COSTS ASSOCIATED WITH THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS**

Schedio Group's findings, methodologies and recommendations will be delivered to the District in the form of a Professional Report. Please see Task 1 of *Exhibit A – Scope of Services* for details. Schedio Group will collaborate with the District to determine if the completion of Task 1 would be best accomplished by issuing one or more Professional Reports.

Please see EXHIBIT A SCOPE OF SERVICES, EXHIBIT B COMPENSATION and SIGNATURE PAGE below.

Thank you for the opportunity to serve Colorado Special Districts.

Respectfully,

**Schedio Group LLC**



Timothy A. McCarthy, P.E. | Managing Principal

**EXHIBIT A**  
**SCOPE OF SERVICES**

**TASK 1 – INDEPENDENT PROFESSIONAL ENGINEER’S REVIEW OF COSTS INCURRED AND VERIFICATION OF COSTS ASSOCIATED WITH THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS**

This task includes, as applicable, the review of costs incurred and verification, to a degree deemed appropriate by Schedio Group, of soft, indirect, and hard costs associated with the design and construction of Public Improvements. Schedio Group will prepare a professional Engineer’s Report, Engineer’s Verification and supporting Exhibits (“Professional Report”) which will include, as a minimum, the following sections:

- Engineer’s Report
  - Title Page
  - Table of Contents
  - Introduction
  - Determination of Public Proration Percentage(s)
  - Summary of Findings
  - Verification of Quantities
  - Verification of Costs
  - Verification of Payments
  - Verification of Construction
  - Special Circumstances and Notable Methodologies
- Engineer’s Verification
- Summary of Costs Reviewed
- Summary of Documents Reviewed
- Maps (as deemed applicable by Schedio Group)

**Deliverables:**

1 Draft Professional Report for Review and Comments

1 Final Professional Report

*(signed and sealed by Professional Engineer # 0044349)*

Schedio Group will collaborate with the District to determine if the completion of Task 1 would be best accomplished by issuing one or more Professional Reports.

**TASK 2 – ON CALL SERVICES**

On Call Services will be performed as directed by the District.

**EXHIBIT B**  
**COMPENSATION**

**TASK 1 – INDEPENDENT PROFESSIONAL ENGINEER’S REVIEW OF COSTS INCURRED AND VERIFICATION OF COSTS ASSOCIATED WITH THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS**

Time & Materials      This task will be billed on a Time & Materials basis in accordance with the applicable Charge Rates Schedule. Please see the attached 2022 Charge Rates Schedule for reference.

**TASK 2 – ON CALL SERVICES**

Time & Materials      This task will be billed on a Time & Materials basis in accordance with the applicable Charge Rates Schedule. Please see the attached 2022 Charge Rates Schedule for reference.

**SIGNATURE PAGE**

This proposal is valid for 60 days from the date of its preparation. If this proposal is acceptable to the District, please execute below and return one copy (either PDF or Hard Copy) to Schedio Group LLC.



---

**Schedio Group LLC**

Timothy A. McCarthy  
Managing Principal

January 18, 2022

Date

---

President

Denargo Market Metropolitan District No. 1

---

Date



## 2022 CHARGE RATES SCHEDULE

### Hourly Rates

Managing Principal	\$ 220.00
Staff Engineer II	\$ 160.00
Staff Engineer I	\$ 140.00
Project Administrator	\$ 95.00

### Special Hourly Rates

Landscape Architect III	\$ 200.00
Expert Witness	\$ 350.00 (Preparation)
	\$ 450.00 (Deposition and Testimony)

### Reimbursable Expenses

Reimbursable Expenses may include but are not limited to:

- Mileage @ \$ 0.75 per mile
- Reproduction @ cost + 15%
- Subcontractors / Subconsultants @ cost + 15%

Revised December 28, 2021



1626 Cole Blvd, Suite 125  
Lakewood, CO 80104

January 12, 2021

Denargo Market Metropolitan District Board  
Attn: Erica Montague  
McGeady Becher, P.C.  
450 E. 17<sup>th</sup> Ave, Suite 400  
Denver, CO 80203

## **DENARGO MARKET METROPOLITAN DISTRICT COST CERTIFICATION SERVICES PROPOSAL**

Independent District Engineering Services, LLC (IDES) is pleased to respond to your request to provide Cost Certification Services for the Denargo Market Metropolitan District (District) in the City and County of Denver, Colorado.

### **SCOPE OF SERVICES**

**Cost Certification** – IDES will review the documentation provided by the District to determine the scope of District eligible improvements and the claimed cost for the initial improvements. The District will provide the following documentation for completed, designed or administrative elements of the Project associated with reimbursements:

- Service Plan
- Project Plans
- Plat or Exhibit showing District Tract Ownership and Easements
- ACAD Base Files for Exhibit Development (IDES can coordinate with DOR for this info)
- Other Legal Documents impacting reimbursements or eligibility of improvements
- Accountant Spreadsheets and other accounting tracking information
- Invoices and proofs of payments
- Any additional documentation of services provided and or fees paid that the Client believes would be a District eligible cost.
- Developer/District Reimbursement Agreements
- Developer/Local Jurisdiction Subdivision Improvement Agreements
- Other as may be requested or needed
- Contact for District Representative
- Contact for Developer Representative

Based on the information provided, IDES will prepare a cost certification of District eligible improvements and expenditures. Invoices will be reviewed for reasonableness and District eligibility. This information will be used to prepare an Engineer's Report for Cost Certification, which will include an exhibit showing the areas on site where improvement costs have been certified. The report will be prepared and signed by a Professional Engineer and will contain all necessary information to satisfy the requirements of the District Service Plan.

IDES will perform site visits as needed and participate in meetings and conference calls as needed to complete this report. IDES can also host a kick-off meeting to discuss the documentation requested to ensure the process is efficient.

This proposal is for periodic Cost Certification Reports. While the estimated costs recommended in this Report is expected to cover multiple reports, it should be noted that additional task orders may be necessary as the project progresses.

**Aerial Photography** – IDES will provide Aerial shots unless site is in a restricted airspace per FAA regulations.

**Meetings** – IDES can participate in Project Meetings as necessary. Meetings may include District Board Meetings, project status meetings, local jurisdiction coordination meetings, construction progress meetings, miscellaneous field meetings and other meetings with Project Stakeholders as required or requested.

**Additional Services** – Additional Services that are not included in this proposal but can be provided under a separate proposal if desired are listed as an attachment.

### **FEE**

IDES proposes to perform Services on a Time and Material Basis in accordance with the Charge Rate Schedule below. Based on our experience, an estimated amount of \$20,000 should allocate the funds required for the tasks, and any excess funds may be used for additional services.

### **CHARGE RATE SCHEDULE**

Services will be provided on a Labor Time and Expenses basis as provided below. Hourly rates are revised periodically to reflect the current cost for delivery of services and the fees charged for services under this engagement may change without notice. The District agrees that IDES is authorized perform a task authorized under this scope of services at the direction of any individual board member.

#### **Billing Rates:**

The following Billing Rates shall apply for the Task Order:

Project Administrator	\$ 115.00 per hour
Contract Administrator	\$ 125.00 per hour
Project Engineer	\$ 140.00 per hour
Project Manager	\$ 155.00 per hour
Professional Engineer	\$ 160.00 per hour
Sn. Project Manager	\$ 175.00 per hour
District Engineer	\$ 180.00 per hour

#### **Reimbursable Expenses**

Mileage	IRS Rate + 10%
Plan Copies, outside copies, other items	at cost + 10%

If you have any comments or questions, please feel free to contact me. We appreciate the opportunity to submit this proposal.

Respectfully Submitted,  
Independent District Engineering Services, LLC

*Brandon Collins, PE*

Brandon Collins  
Director



# Attachment

## IDES ADDITIONAL SERVICES

**Infrastructure Acquisition** – IDES can provide monthly, quarterly, or annual reporting for Facilities Acquisition, Cost Certifications for Bonding, Useful Life Analysis and acceptance of District Infrastructure constructed by the District or the developer.

**Pre-Qualification, Bid and Award of Project** – IDES can provide contractor pre-qualification services including contractor notification, reviewing of AIA forms, and recommendation of qualified contractors. IDES can conduct the bid process which includes development of the bid documents, bid schedules and technical specifications, answer questions, prepare addendum, prepare engineer's probable cost estimate, and conduct a bid opening. IDES can make recommendations to the board for contractor selection.

**Constructability Reviews** - IDES can provide review of plans for constructability and completeness to assist the District and/or the design engineer in determining more efficient or cost effective alternatives. The work would likely involve plan reviews, site visits and investigations, meetings with the District, design engineer, local jurisdiction, and others, review of preliminary geotechnical report, phasing plans, and any other pertinent information to better qualify the design.

**Project Cost Estimating and Control** - Project cost estimating services may include updating of initial estimate, plan quantity and pay item take-offs and specialty cost estimates needed in support of various agreements, reporting requirements or other as-needed estimates. Special reports including cost share reimbursements, bonding agency reports and other specialized reports that can be produced as requested.

**Project Scheduling Services** - IDES may create an overall project schedule based on contractors schedule and provide updates which can include entitlement, planning, design, construction that would reflect additions, deletions and deviations in the timing of all the associated activities. Specialized schedules can be provided when requested. Schedules would be formatted in Microsoft Project unless otherwise directed.

**Construction Observation** – IDES can provide construction observation for general compliance with the contract documents for all phases of construction activities. Information gained by construction observation can be compiled in periodic reports and used for construction administration activities. Reports with photos can be submitted and maintained electronically.

**Construction Administration and Coordination** - IDES can provide construction administration activities including partial pay request processing, submittal review coordination, change orders review, force account, permit management, project close-out, claim reviews, warranty issues and other tasks as necessary to provide project documentation. IDES can provide construction coordination activities including project coordination with stakeholders, monitor project scheduling, jurisdictional coordination and other activities necessary to provide coordination. Assumptions include the same schedule as presented for the construction observation section.

**Project Administration and Coordination** – IDES can maintain District project files, issues tracking lists, meeting minutes, agreements and contract files, plan files, schedules, and other program administration activities as needed to support the project. IDES can provide project coordination with consultants, local agencies, traffic control, utilities, power companies and other public utilities, residents and other entities as required.

**District Compliance** - IDES can provide necessary on-going Metro District support services including but not limited to, coordination with the District, District consultant, contractors, local jurisdictions, adjacent developers, utility companies and other project stakeholders, participate in the development and administration of various agreements with project stakeholders required for the project, provide needed information and coordination with the board's legal counsel and accountants for District reporting requirements. This can also include invoice and pay application review monthly, expenditure verification for the District board and reporting of facilities acquisitions to the District board monthly.

**Consultant Administration** - IDES can provide support services for the progress and completion of Consultants services, including contracting, review and processing of task orders, coordination concerning construction needs, and tracking of contracts and invoices.

**Dry Utility Coordination** – IDES can provide the necessary coordination with dry utility companies including new service requests and meter service installations.

**Evaluation and Recommendation of Existing Infrastructure** – IDES can provide evaluation and make recommendations regarding existing deficiencies of infrastructure.

**SERVICE AGREEMENT FOR  
SITE INSPECTION SERVICES/CONSTRUCTION OVERSIGHT**

**THIS SERVICE AGREEMENT FOR SITE INSPECTION SERVICES/CONSTRUCTION OVERSIGHT** (“Agreement”) is entered into and effective as of January 1, 2022, by and between **DENARGO MARKET METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and **TRIUNITY ENGINEERING AND MANAGEMENT, INC**, a Colorado Corporation (the “Consultant”) (each a “Party” and, collectively, the “Parties”).

**RECITALS**

- A. The District was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities and improvements in accordance with its service plan (the “Improvements”).
- B. Pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts and agreements affecting the affairs of the District.
- C. The Consultant has experience in providing the services, as set forth in Exhibit A hereto, attached and incorporated herein (the “Services”), and is willing to provide such Services to the District for reasonable consideration.
- D. The Parties desire to enter into this Agreement to establish the terms by which the Consultant will provide the Services to the District.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**I. CONSULTANT DUTIES AND AUTHORITY**

- 1.1 Duties of Consultant. The Consultant shall:
  - (a) Perform the Services, safely and in accordance with the highest standard of care, skill, and diligence provided by a professional consultant in performance of work similar to the Services.
  - (b) Be properly qualified to perform the Services. The Consultant does hereby warrant that the quality of the Services shall be as specified in this Agreement, shall conform in all respects to the requirements of this Agreement and shall be free of defects and deficiencies.
  - (c) Take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required under Section 4.2 hereof.

(d) Advise the District of the status of the Services required by this Agreement on a regular basis and work in coordination with the District's consultants to assure that the District has the most complete information available for the exercise of the District's powers and discretionary authority.

(e) Refrain from entering into any contract, oral or written, in the name of the District, and from incurring any debt, liability or obligation for or on behalf of the District. All obligations incurred by the Consultant shall be obligations of the Consultant and the Consultant shall hold the District harmless therefrom.

#### 1.2 Limitations on Authority.

(a) The Consultant shall have no right or authority, expressed or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement or specifically authorized or ratified by the board of directors of the District as reflected in the minutes of the District board meetings. The Consultant shall at all times conform to the stated policies established and approved by the District.

(b) Independent Contractor Status. The Consultant is an independent contractor, as provided in Section 8-40-202(2)(b)(I)-(IV), C.R.S., as amended, and nothing herein contained shall constitute or designate the Consultant or any of its employees, agents, subcontractors or suppliers as employees of the District. The Services to be performed by the Consultant shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the District, except the payments to be made by the District to the Consultant for the Services performed as provided herein. The District shall not be responsible for the Consultant's means, methods, techniques, sequences or procedures of work or for safety precautions incident thereto. **The Consultant is not entitled to workers' compensation benefits and the Consultant is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

1.3 Compliance with Applicable Law. The Consultant shall provide the Services set forth herein in full compliance with all applicable laws, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction over the activities of the District.

1.4 No Right or Interest in District Assets. The Consultant shall have no right or interest in any of the District's assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated herein.

1.5 Certification of Compliance with Illegal Alien Statute. By its execution hereof, the Consultant confirms and ratifies all of the certifications, statements, representations and warranties set forth in **Exhibit C** attached hereto and made a part hereof by this reference.

1.6 Work Product. "Work Product" shall consist of all written materials maintained by the Consultant in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Consultant shall maintain

reproducible copies of any test results and logs which it obtains and shall make them available for the District's use, and shall provide such copies to the District upon request at reasonable commercial printing rates. Consultant agrees all right, title and interest in the Work Product is and shall remain the property of the District. If requested by the District, Consultant shall execute and deliver such documents as shall be necessary in the District's sole discretion, to assign, transfer and convey all rights in the Work Product to the District or its assignee. If Consultant fails to execute any documents required under this Section 1.6, then Consultant hereby irrevocably appoints the District its attorney-in-fact for the purpose of executing any required transfers of ownership or interests and any other documents necessary to effectuate this Section 1.6. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the District immediately upon termination of this Agreement.

## II. COMPENSATION

2.1 Compensation. The Consultant shall be paid as set forth in Exhibit B attached hereto on a time and material basis, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as Exhibit D ("Change Order").

2.2 Monthly Invoices and Payments. The Consultant shall submit to the District a monthly invoice, in a form acceptable to the District. Invoices shall be submitted and paid no more frequently than once a month.

2.3 Expenses. The Consultant is responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as set forth in Exhibit B, unless otherwise approved in advance by the District in writing.

2.4 Subject to Annual Budget and Appropriation; District Debt. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds is subject to annual budgeting and appropriation. Nothing herein constitutes or creates an indebtedness or debt of the District within the meaning of any Colorado constitutional provision or statutory limitation.

## III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on December 31, 2022. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

3.2 Termination. The District may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the Consultant at least thirty (30) days prior to the effective date of such termination. The Consultant may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the District at least thirty (30) days prior to the effective date of such termination. Any termination notice provided pursuant to this Section 3.2 shall specify the extent of termination and the effective date of the same.

The District shall pay the Consultant for all Services satisfactorily performed through the termination date.

#### IV. INDEMNIFICATION AND INSURANCE

4.1 Indemnification. The Consultant hereby agrees to indemnify, defend and hold the District and its affiliated entities or other persons or entities designated by the District, and their respective directors, trustees, officers, members, managers, agents and employees (collectively, the "Indemnitees"), harmless from any and all liability for damage, including, but not limited to, the reimbursement of attorneys' fees and costs, arising out of death or bodily injury to persons or damage to property, in such amount that is represented by the degree or percentage of negligence or fault attributable to the Consultant and/or its agents, representatives, subcontractors, or suppliers.

4.2 Insurance Requirements. The Consultant shall procure, at its sole cost and expense, the insurance coverages set forth below, which insurance shall be placed with insurance companies rated at least "A:XIII" by A.M. Best Company. The Consultant shall give notice to the District at least thirty (30) days prior to the cancellation or nonrenewal of such policies. The Consultant shall give notice to the District within five (5) business days, or as soon as practicable, of any modification of any such policies. Consultant's cost of maintaining the insurances required hereunder shall not be considered a reimbursable expense of the Consultant. The Consultant shall, upon request, promptly furnish the District with copies of policies obtained pursuant to this Section 4.2. Prior to commencing the Services, the Consultant shall furnish the District with certificates evidencing such insurance and provided further, however, with respect to the Workers' Compensation Insurance required below, the Consultant must furnish to the District, prior to the commencement of any Services, duly executed and validated forms as prescribed by the state authority having jurisdiction evidencing that such insurance is in full force and effect. The District shall not pay any invoices until Consultant provides the certificates evidencing such insurance and Workers' Compensation coverage.

(a) Liability Insurance Coverage.

(i) Workers' Compensation Insurance. A Workers' Compensation Insurance Policy in form and substance reasonably acceptable to the District and in an amount not less than the statutory benefits, including Employer's Liability Insurance with limits of liability of not less than (i) \$500,000 for bodily injury by accident, each accident; (ii) \$500,000 for bodily injury by disease, each employee; and (iii) \$500,000 aggregate liability for disease. The Workers' Compensation Insurance Policy, or an endorsement to such policy, must include a waiver of subrogation in favor of the District.

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include, without limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the

insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

(iii) Automobile Liability Insurance. An Automobile Liability Insurance Policy written on a per accident basis, in form and substance reasonably acceptable to the District. The Automobile Liability Insurance Policy must provide coverage for all owned, hired, rented and nonowned automobiles, and must include uninsured motorist coverages. The Automobile Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each accident for bodily injury and/or property damage.

(iv) Excess Liability Insurance. An Excess Liability Insurance Policy written in excess of the coverages provided by the insurance policies described in the preceding Subsections 4.2(a)(i) - (iii), in form and substance reasonably acceptable to the District, which policy will include the District as additional insured. The Excess Liability Insurance Policy must be written with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury/or property damage and annual aggregate.

(b) Failure to Obtain and Obligation to Maintain Insurance. If the Consultant fails to furnish and maintain insurance as required by this Section 4.2, the District may purchase such insurance on behalf of the Consultant and deduct the cost of such insurance premium(s) from the compensation otherwise owed to the Consultant, and the Consultant shall furnish to the District any information needed to obtain such insurance. Except as otherwise expressly provided herein, all insurance policies required by the terms of this section shall be kept in full force and effect until the date of final payment to the Consultant for the Services specified in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the foregoing insurance requirements are in no way intended to, and will not in any manner, limit or qualify the liabilities and/or indemnities assumed by the Consultant under or pursuant to this Agreement.

(c) Effect of Approval or Acceptance of Insurance. District acceptance and/or approval of any or all of the insurances required hereunder does not and shall not be construed to relieve Consultant from any obligations, responsibilities or liabilities under this Agreement.

## V. MISCELLANEOUS

### 5.1 M/WBE and Prevailing Wage Compliance.

(a) Small or Disadvantaged Business Enterprises (“M/WBE”). To the extent applicable to this Agreement, Consultant shall comply with the City of Denver’s then-current ordinances relating to: (a) minority and women business enterprise participation as currently set forth in Division 1 and Division 3 of Article III, Title 28 of the Denver Revised Municipal Code (“DRMC”), as the same may be amended or recodified from time to time; (b) small business enterprise participation as currently set forth in Sections 28-201 to 28-231 of the DRMC, as the same may be amended or recodified from time to time; and (c) any small or disadvantaged business enterprise ordinances that may subsequently be adopted by the City Council with respect to construction work that is not under contract at the time of adoption of such ordinance.

(b) Prevailing Wages. Consultant hereby confirms that in its performance under this Agreement, it shall comply with the wage provisions of the City of Denver’s current ordinances applicable to City contracts relating to the payment of prevailing wages for any District contracts relating to the acquisition or construction, operation or maintenance of the Improvements, unless such contract is required to comply with Davis-Bacon or other federal wage requirements. Work performed under any contract that is required to comply with the Davis-Bacon Act or other federal wage requirements is exempt from the City’s prevailing wage requirements.

(c) If there is any event of non-compliance with the M/WBE and/or prevailing wage requirements by Consultant, the District shall, following written notification of non-compliance from the City Auditor, withhold payments due to Consultant under this Agreement until such violation is resolved. Any failure on the part of Consultant to comply with the M/WBE and/or prevailing wage requirements constitutes a default under this Agreement, which default shall be subject to the provision of Section 5.10 below.

5.2 Assignment. The Consultant shall not assign any of its rights or delegate any of its duties hereunder to any person or entity. Any purported assignment or delegation in violation of the provisions hereof shall be void and of no effect.

5.3 Modification; Amendment. This Agreement may be amended from time to time by agreement between the Parties hereto; provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the District or the Consultant unless the same is in writing and duly executed by the Parties.

5.4 Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

5.5 Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.



5.6 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this Agreement shall be exclusive to the State District Court in and for the City and County of Denver, Colorado.

5.7 Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

5.8 Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the Consultant any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the Consultant shall be for the sole and exclusive benefit of the District and the Consultant.

5.9 Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District: Denargo Market Metropolitan District No. 1  
c/o Special District Management Services, Inc.  
141 Union Boulevard, Suite 150  
Lakewood, CO 80228  
Phone: (303) 987-0835  
Email: mcohers@sdmsi.com  
Attn: Matt Cohrs

With a Copy To: McGeady Becher P.C.  
450 E. 17<sup>th</sup> Avenue, Suite 400  
Denver, Colorado 80203  
Phone: (303) 592-4380  
Email: legalnotices@specialdistrictlaw.com

To Consultant: Triunity Engineering and Management, Inc.  
621 17<sup>th</sup> St., Suite 950  
Denver, CO 80293  
Phone: (303) 953-0320  
Email: marvin.thomas@triunityeng.com  
Attn: Marvin Thomas

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service, upon electronic confirmation of facsimile transmission, or three (3) business days after deposit in the United States mail. By

giving the other Party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

5.10 Default/Remedies. If either Party fails to perform any of its responsibilities, obligations or agreements to be performed in accordance with the provisions of this Agreement, and if such failure of performance continues for a period of thirty (30) days following written notice of default from the other Party (or such additional period of time as may reasonably be required to cure such default; provided that the curative action is commenced within such thirty (30) day period and is diligently and continuously pursued to completion), then the non-defaulting Party, at its option, may elect (i) to treat this Agreement as remaining in full force and effect; or (ii) terminate this Agreement as of any specified date. The non-defaulting Party shall additionally be entitled to exercise all remedies available at law or in equity. In the event of any litigation or other proceeding to enforce the terms, covenants or conditions hereof, the non-defaulting Party in any such litigation or other proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

5.11 Instruments of Further Assurance. Each Party covenants it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of their obligations hereunder.

5.12 Compliance with Law. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the Agreement is performed. The Consultant declares it has complied and will comply with all federal, state and local laws regarding business permits, certificates and licenses required to perform the Services.

5.13 Non-Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder. Notwithstanding any provision to the contrary in this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protection provided to the District under the Colorado Governmental Immunity Act.

5.14 Inurement. This Agreement shall inure to and be binding on the heirs, executors, administrator, successors, and permitted assigns of the Parties hereto.

5.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

5.16 Conflicts. If any term or provision(s) in any Exhibit attached as part of this Agreement conflicts with any term or provision(s) in the body of this Agreement, the term or provision(s) contained in the body of this Agreement shall control.

**[SIGNATURE PAGE FOLLOWS]**

**[SIGNATURE PAGE TO SERVICE AGREEMENT FOR SITE INSPECTION  
SERVICES/CONSTRUCTION OVERSIGHT**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

Consultant: Trinity, Inc. *mze*  
**TRIUNITY ENGINEERING AND  
MANAGEMENT, INC.**  
By: *[Signature]*  
Its: PRINCIPAL

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of March, 2022, by Mike Peek, as Principal of Crest Exteriors LLC.

Witness my hand and official seal. Trinity, Inc. *mze*

My commission expires: September 25, 2022

**MONICA L ROMERO  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20024031120  
MY COMMISSION EXPIRES 09/25/2022**

*[Signature]*  
Notary Public

District:  
**DENARGO MARKET METROPOLITAN  
DISTRICT NO. 1**

By: *[Signature]*  
President

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Jefferson )

The foregoing instrument was acknowledged before me this 6 day of April, 2022, by Laura H. Newman, as President of Denargo Market Metropolitan District No. 1.

Witness my hand and official seal.

My commission expires: August 23, 2025.

**Michelle K. Gardner  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20134053479  
MY COMMISSION EXPIRES August 23, 2025**

*[Signature]*  
Notary Public

## **EXHIBIT A AND B SCOPE OF SERVICES/COMPENSATION**

### **SCOPE OF SERVICES AND COMPENSATION**

It is our understanding the District has a need for on-site observations of construction activity, inspections, and to act on the District behalf so their best interests are met and that damage made to District improvements are identified and corrected by the appropriate responsible party.

Triunity will provide the following services:

- Site visits to include observation of construction work, taking on- site photographs and preparation of complete observation reports.
  - Stormwater inlet inspections
  - Documenting district road conditions including video and photographs
- Calculating permit fees and permitting construction activity on District ROW
  - Field measurements to calculate lane closure permit fees
- Review traffic management plans and inspect traffic operations related to construction.
- Meetings, phone calls and emails as necessary to coordinate with developers, contractors and subcontractors.
- Oversight for improvements or additions to District property.
- Update and coordinate with the District Manager on construction activities.

Construction Manager approx. 780 hours – 1,040hours/year (15 – 20 hours per week) @ \$162.00/Hr = \$126,360 - \$168,480 on-site observations

Project Coordinator approx. 50 hours/year@ \$74.00/Hr = \$740.00

Triunity anticipates up to 15 hours of time per week for services . Oversight work will be billed on an hourly basis. Triunity will invoice only the actual hours spent at \$162/hr for the Construction Manager. The hours could vary week to week depending on direction from the District.

Other direct costs will be invoiced at cost (to include mileage, parking postage, printing and other miscellaneous expenses)

Triunity will invoice monthly and payment will be made within 30 days of invoice date. Services outside of this scope of services will not be performed without prior written authorization from the District.

**EXHIBIT C**  
**CERTIFICATION OF CONSULTANT**

1. Pursuant to the requirements of Section 8-17.5-102(1), C.R.S., the Consultant hereby certifies to the District that the Consultant does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that it will participate in the E-Verify Program or Department Program (as defined in Sections 8-17.5-101(3.3) and (3.7), C.R.S.) in order to confirm the employment eligibility of all employees of the Consultant who are newly hired to perform work under the Agreement.

2. In accordance with Section 8-17.5-102(2)(a), C.R.S., the Consultant shall not:

(a) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or

(b) Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

3. The Consultant represents and warrants it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

4. The Consultant is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is in effect.

5. If the Consultant obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, the Consultant shall:

(a) Notify the subcontractor and the District within three (3) days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. The Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment (“**Department**”) made in the course of an investigation that the Department is undertaking, pursuant to the law.

7. If the Consultant violates any provision of Section 8-17.5-102(1), C.R.S., the District may terminate the Agreement immediately and the Consultant shall be liable to the District for actual and consequential damages of the District resulting from such termination, and the District shall report such violation by the Consultant to the Colorado Secretary of State, as required by law.

**EXHIBIT D**

**FORM OF CHANGE ORDER**

<b>Change Order No:</b>	<b>Date Issued:</b>
<b>Name of Agreement:</b>	
<b>Date of Agreement:</b>	<b>District(s):</b>
<b>Other Party/Parties:</b>	

**CHANGE IN SCOPE OF SERVICES (describe):**

  
  
  
  
  
  
  
  
  
  

<b>CHANGE IN AGREEMENT PRICE:</b>	<b>CHANGE IN TERM OF AGREEMENT:</b>
Original Price: \$	Original Term: Expires , 20
Increase of this Change Order: \$	New Term: Expires , 20
Price with all Approved Change Orders: \$	Agreement Time with all Approved Change Orders:

<b>APPROVED:</b>	<b>APPROVED:</b>
By:	By:
District	Consultant