

# DENARGO MARKET METROPOLITAN DISTRICT NO. 1

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

## NOTICE OF A SPECIAL MEETING AND AGENDA

<u>Board of Directors</u>	<u>Office</u>	<u>Term/Expires</u>
Laura H. Newman	President	2023/May 2023
Donald D. Cabrera	Treasurer	2023/May 2023
Jeffrey D. Jones	Asst. Secretary	2022/May 2022
David H. Smith	Asst. Secretary	2022/May 2022
Todd T. Wenskoski	Asst. Secretary	2022/May 2022
Ann E. Finn	Secretary	

DATE: June 15, 2021

TIME: 4:30 p.m.

PLACE: DUE TO CONCERNS REGARDING THE SPREAD OF THE CORONAVIRUS (COVID-19) AND THE BENEFITS TO THE CONTROL OF THE SPREAD OF THE VIRUS BY LIMITING IN-PERSON CONTACT, THIS DISTRICT BOARD MEETING WILL BE HELD VIA ZOOM WITHOUT ANY INDIVIDUALS (NEITHER DISTRICT REPRESENTATIVES NOR THE GENERAL PUBLIC) ATTENDING IN PERSON. IF YOU WOULD LIKE TO ATTEND THIS MEETING, PLEASE SEE THE BELOW REFERENCED ZOOM MEETING INFORMATION.

THIS MEETING MAY BE ATTENDED VIA ZOOM AND CAN BE JOINED THROUGH THE DIRECTIONS BELOW:

<https://us02web.zoom.us/j/82312720751?pwd=MW55Z08waXR0M1BIa1dabllFb2ZCUT09>

**Phone:** 1 (346) 248-7799 or 1 (669) 900-6833

**Meeting ID:** 823 1272 0751

**Password:** 854813

### I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

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B. Confirm quorum, approve Agenda, confirm location of the meeting and posting of meeting notices.

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C. Review and approve the Minutes of the March 9, 2021, March 16, 2021 and April 13, 2021 Special Meetings (enclosures).

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- D. Acknowledge resignation of Ann E. Finn as Secretary to the Board of Directors and consider appointment of Matt Cohrs as Secretary to the Board.
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- E. Discussion and approval of Impact Fees for the Cypress Development Building Outside the District.
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- F. Consider authorizing interested Board Members to attend the 2021 Special District Association’s Annual Conference in Keystone on September 14, 15 and 16, 2021.
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II. **CONSENT AGENDA** – These items are considered to be routine and will be approved and/or ratified by one motion. There will be no separate discussion of these items unless a Board member so requests; in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda.

- Ratify approval of proposal from BrightView Landscape, Inc. for the removal of a damaged tree in a tree well along Delgany Street (enclosure).
  - Ratify approval of proposal from BrightView Landscape, Inc. for the removal of umbrellas in the park (enclosure).
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III. PUBLIC COMMENT

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

- A. Review and consider approval of the payment of claims through the period ending as follows (enclosures):

<b>Fund</b>	Period Ending March 31, 2021	Period Ending April 30, 2021	Period Ending May 31, 2021
General	\$ 17,232.80	\$ 35,719.60	\$ 98,065.86
Debt Service	\$ -0-	\$ -0-	\$ -0-
Capital Projects	\$ -0-	\$ -0-	\$ -0-
<b>Total</b>	<b>\$ 17,232.80</b>	<b>\$ 35,719.60</b>	<b>\$ 98,065.86</b>

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- B. Review and accept the unaudited financial statements through the period ending \_\_\_\_\_, 2021 and Schedule of Cash Position updated as of \_\_\_\_\_, 2020 (to be distributed).
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- C. Review and consider approval of 2020 Audit and authorize execution of Representations Letter (draft audit – to be distributed).
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- D. Consider setting the date for a Public Hearing to adopt the 2022 Budget for November 16, 2021, at 4:30 p.m., to be held at AMLI Denargo Market Apartment Complex (Conference Room), 2525 Wewatta Way, Denver, Colorado 80216 or virtually pending COVID-19 restrictions.
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V. LEGAL MATTERS

- A. \_\_\_\_\_
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VI. OPERATIONS AND MAINTENANCE

- A. Review and consider approval of proposal from BrightView Landscape, Inc. for replacing two missing trees along Delgany Street (enclosure).
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VII. OTHER MATTERS

- A. Confirm annual meeting for property owners and overlapping entities (enclosure-notice of meeting that was published on May 7, 2021).
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VIII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR SEPTEMBER 21, 2021.**

## 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 MARCH 9, 2021

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 Tuesday, the 9<sup>th</sup> day of March, 2021, at 4:30 p.m. Due to concerns regarding the spread of the Coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, the District Board meeting was held and properly noticed to be held via telephone conference and Zoom meeting. The meeting was open to the public telephonically.

#### ATTENDANCE

#### Directors In Attendance Were:

Laura H. Newman  
Donald D. Cabrera  
Jeffrey D. Jones  
David H. Smith  
Todd T. Wenskoski

#### Also In Attendance Were:

Ann E. Finn and Matt Cohrs; Special District Management Services, Inc. (“SDMS”)

Paula Williams, Esq.; McGeady Becher P.C.

Jason Carroll; CliftonLarsonAllen LLP

Fred Schultz; Golub representative

#### DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

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

## RECORD OF PROCEEDINGS

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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.

### ADMINISTRATIVE MATTERS

Agenda: Ms. Finn reviewed with the Board a proposed Agenda for the District's Special Meeting.

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

Confirmation of Quorum and Approval of Meeting Location: Ms. Finn confirmed the presence of a quorum. The Board entered into 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 Newman, seconded by Director Wenskoski and, upon vote, unanimously carried, the Board determined that due to concerns regarding the spread of COVID-19 and the benefits to the control of the virus by limiting in-person contact, this meeting was conducted by teleconference. The Board further noted that notice of the time, date and teleconference 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.

### PUBLIC COMMENT

There were no public comments.

### LEGAL MATTERS

Resolution Acknowledging and Adopting the District Amended and Restated Rules and Regulations for Construction Activity: The Board entered into discussion regarding potential changes to the Amended and Restated Rules and Regulations for Construction Activity and requested that the District Manager provide a recommendation on the potential changes at the next meeting. No action was taken by the Board.

The Denargo Market Development Agreement by and among the City and County of Denver, JV Denargo LLC and the District: Discussion ensued regarding The Denargo Market Development Agreement by and among the City and County of Denver, JV Denargo LLC and the District. The Board deferred action regarding this matter to the next meeting.

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### CAPITAL MATTERS

#### Construction Activities and Requirements for Submittal of Safety Plans, Traffic Control Plans, Construction Traffic Plans and a COVID-19 Plan:

The Board entered into discussion regarding construction activities and requirements for submittal of safety plans, traffic control plans, construction traffic plans and a COVID-19 plan. The District Manager was directed to recommend changes to the Amended and Restated Rules and Regulations for Construction Activity to incorporate the additional requirements discussed.

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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 Wenskoski and, upon vote, unanimously carried, the Regular Meeting was adjourned.

Respectfully submitted,

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

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### MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE DENARGO MARKET METROPOLITAN DISTRICT NO. 1 HELD MARCH 16, 2021

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 Tuesday, the 16<sup>th</sup> day of March, 2021, at 4:30 p.m. Due to concerns regarding the spread of the Coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, the District Board meeting was held and properly noticed to be held via telephone conference and Zoom meeting. The meeting was open to the public via Zoom meeting.

#### ATTENDANCE

#### Directors In Attendance Were:

Laura H. Newman  
Donald D. Cabrera  
Jeffrey D. Jones  
David H. Smith  
Todd T. Wenskoski

#### Also In Attendance Were:

Ann E. Finn and Matt Cohrs; Special District Management Services, Inc. (“SDMS”)

Paula Williams, Esq.; McGeady Becher P.C.

Jason Carroll; CliftonLarsonAllen LLP

Adam Wallace; Cypress Real Estate Advisors

Troy Ballard; CFC Construction Inc.

#### DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

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

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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.

### ADMINISTRATIVE MATTERS

**Agenda:** Ms. Finn 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 Jones and, upon vote, unanimously carried, the Agenda was approved.

**Confirmation of Quorum and Approval of Meeting Location:** Ms. Finn confirmed the presence of a quorum. The Board entered into 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 Jones and, upon vote, unanimously carried, the Board determined that due to concerns regarding the spread of COVID-19 and the benefits to the control of the virus by limiting in-person contact, this meeting was conducted by Zoom meeting. The Board further noted that notice of the time, date and Zoom meeting information was duly posted and that no objections, or any requests that the means of hosting the meeting be changed were received from taxing electors within the District's boundaries.

**Designation of 24-Hour Posting Location:** Following discussion, upon motion duly made by Director Cabrera, seconded by Director Jones, and upon vote, unanimously carried, the Board determined that notices of meetings of the District Board required pursuant to Section 24-6-402(2)(c), C.R.S., shall be posted within the boundaries of the District as least 24 hours prior to each meeting at the following location: on west side of Denargo Street just south of Wewatta Way on the southern boundary of Tract F, Denver, Colorado.

### CONSENT AGENDA

The Board considered the following actions:

- Review and approve the Minutes of the November 17, 2020 Special Meeting.
- Ratify approval of proposal from BrightView Landscape Services, Inc. for winter watering, for the amount of \$1,350.
- Ratify approval of Service Agreement for Utility Locate Services by and between the District and Diversified Underground, Inc.



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- Ratify approval of Change Order No. 4 to Service Agreement for Site Inspection Services/Construction Oversight by and between the District and Triunity Engineering and Management, Inc.
- Ratify approval of Service Agreement for Detention Pond Maintenance by and between the District and Consolidated Divisions, Inc., d/b/a CDI Environmental Contractors, for the amount of \$9,000.

Following discussion, upon motion duly made by Director Cabrera, seconded by Director Wenskoski and, upon vote, unanimously carried, the Board approved and/or ratified approval of the Consent Agenda items.

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### PUBLIC COMMENT

There were no public comments.

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### FINANCIAL MATTERS

**Claims:** The Board considered ratifying the approval of the payment of claims as follows:

<b>Fund</b>	Period Ending Dec. 16, 2020	Period Ending January 7, 2021	Period Ending February 4, 2021
General	\$ 27,036.76	\$ 12,547.56	\$ 23,448.87
Debt Service	\$ -0-	\$ -0-	\$ -0-
Capital Projects	\$ -0-	\$ -0-	\$ -0-
<b>Total</b>	<b>\$ 27,036.76</b>	<b>\$ 12,547.56</b>	<b>\$ 23,448.87</b>

Following discussion, upon motion duly made by Director Cabrera, seconded by Director Newman and, upon vote, unanimously carried, the Board ratified approval of the payment of claims, as presented.

**Unaudited Financial Statements:** Mr. Carroll reviewed with the Board the unaudited financial statements through the period ending December 31, 2020 and Schedule of Cash Position, updated as of December 31, 2020

Following review, upon motion duly made by Director Wenskoski, seconded by Director Newman and, upon vote, unanimously carried, the Board accepted the unaudited financial statements through the period ending December 31, 2020 and Schedule of Cash Position, updated as of December 31, 2020.

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### CAPITAL MATTERS

**Presentation by Cypress Real Estate Advisors:** Mr. Wallace with Cypress Real Estate Advisors (landowner of adjacent property) (“Cypress”) and Mr. Ballard with CFC Construction Inc. (Construction Manager of adjacent property construction project) (“CFC”) made a presentation to the Board regarding the

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proposed use of District streets and property in connection with the development of the adjacent property, which included proposed timeframes and potential street closures to assemble and disassemble cranes on site.

**Construction Activity and Right-of-Way permits:** Ms. Finn discussed with the Board the Construction Activity and Right-of-Way permits. It was noted that the grant of a construction permit to Cypress/CFC will be conditioned on receipt of a damage deposit sufficient to replace Wewatta Street. No action was taken by the Board.

### **LEGAL MATTERS**

**Resolution No. 2021-03-01; Resolution of the Board of the District Acknowledging and Adopting the District Amended and Restated Rules and Regulations for Construction Activity (“Resolution”):** The Board entered into discussion regarding the Resolution.

Following discussion, the Board determined to defer action on the Resolution, pending further revisions.

**The Denargo Market Development Agreement by and among the City and County of Denver, JV Denargo LLC and the District:** The Board deferred action on The Denargo Market Development Agreement by and among the City and County of Denver, JV Denargo LLC and the District, to allow for additional review time and to receive comments from the City and County of Denver.

### **OPERATIONS AND MAINTENANCE**

#### **Operation and Maintenance Report:**

##### **Additional Projects Update:**

**Proposal from BrightView Landscape Services, Inc. for Breeze Path Erosion Repair:** Mr. Cohrs reviewed with the Board a proposal from BrightView Landscape Services, Inc. for breeze path erosion repair.

Following discussion, upon motion duly made by Director Smith, seconded by Director Cabrera, and upon vote, unanimously carried, the Board approved the proposal from BrightView Landscape Services, Inc. for breeze path erosion repair, for the amount of \$2,975.

**Proposal from BrightView Landscape Services, Inc. for New Paver Paths:** Mr. Cohrs reviewed with the Board a proposal from BrightView Landscape Services, Inc. for new paver paths.

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Following discussion, upon motion duly made by Director Smith, seconded by Director Cabrera, and upon vote, unanimously carried, the Board approved the proposal from BrightView Landscape Services, Inc. for new paver paths, for the amount of \$19,975.

Proposal from BrightView Landscape Services, Inc. for Paver Repair: Mr. Cohrs reviewed with the Board a proposal from BrightView Landscape Services, Inc. for paver repair.

Following discussion, upon motion duly made by Director Smith, seconded by Director Cabrera, and upon vote, unanimously carried, the Board approved the proposal from BrightView Landscape Services, Inc. for paver repair, for the amount of \$21,795.

Proposal from BrightView Landscape Services, Inc. for Dog Play Area: Mr. Cohrs reviewed with the Board a proposal from BrightView Landscape Services, Inc. for dog play area.

Following discussion, the Board did not approve the proposal from BrightView Landscape Services, Inc. for dog play area.

Proposal from BrightView Landscape Services, Inc. for Future Dog Park Fence: Mr. Cohrs reviewed with the Board a proposal from BrightView Landscape Services, Inc. for future dog park fence.

Following discussion, upon motion duly made by Director Smith, seconded by Director Cabrera, and upon vote, unanimously carried, the Board approved the proposal from BrightView Landscape Services, Inc. for future dog park fence, for the amount of \$33,124.98, subject to final pricing and confirmation of fencing material included in proposal.

Proposal from BrightView Landscape Services, Inc. for Tree Installation: Mr. Cohrs reviewed with the Board a proposal from BrightView Landscape Services, Inc. for tree installation.

Following discussion, upon motion duly made by Director Smith, seconded by Director Cabrera, and upon vote, unanimously carried, the Board approved the proposal from BrightView Landscape Services, Inc. for tree installation, for the amount of \$3,417.86.

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Proposal from BrightView Landscape Services, Inc. for Adding an Extra Trash Day During the Summer: Mr. Cohrs reviewed with the Board a proposal from BrightView Landscape Services, Inc. for adding an extra trash day during the summer.

Following discussion, upon motion duly made by Director Smith, seconded by Director Cabrera, and upon vote, unanimously carried, the Board approved the proposal from BrightView Landscape Services, Inc. for adding an extra trash day during the summer, for the amount of \$4,863.56.

Proposals for Asphalt Repair on Delgany Street: Mr. Cohrs reviewed with the Board proposals for asphalt repair on Delgany Street.

Following discussion, upon motion duly made by Director Smith, seconded by Director Cabrera, and upon vote, unanimously carried, the Board approved the proposal from ABC Asphalt Inc. for asphalt repair on Delgany Street.

Water Quality Feature (“WQF”) Inspection Report from the Wastewater Management Division: The Board reviewed the WQF Inspection Report from the Wastewater Management Division. Mr. Cohrs provided an update to the Board on the progress of the work, noting that the detention pond is scheduled to be cleaned in April.

Towing Services: Mr. Cohrs and Ms. Finn advised the Board that the towing company is towing an average of 18 cars per month. The Board agreed that this seems excessive. The Board directed the District Manager to obtain proposals for additional striping and signage to alert drivers to potential tow areas.

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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 Cabrera, seconded by Director Jones and, upon vote, unanimously carried, the Regular 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. 1 HELD APRIL 13, 2021

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 Tuesday, the 13<sup>th</sup> day of April, 2021, at 4:30 p.m. Due to concerns regarding the spread of the Coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, the District Board meeting was held and properly noticed to be held via telephone conference and Zoom meeting. The meeting was open to the public via Zoom meeting.

### ATTENDANCE

#### Directors In Attendance Were:

Laura H. Newman  
Donald D. Cabrera  
Jeffrey D. Jones  
David H. Smith  
Todd T. Wenskoski

#### Also In Attendance Were:

Ann E. Finn and Matt Cohrs; Special District Management Services, Inc. (“SDMS”)

Paula Williams, Esq.; McGeady Becher P.C.

Jason Carroll; CliftonLarsonAllen LLP

Fred Schultz; Golub representative

### DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

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

## RECORD OF PROCEEDINGS

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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.

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### ADMINISTRATIVE MATTERS

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

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

**Confirmation of Quorum and Approval of Meeting Location:** Ms. Finn confirmed the presence of a quorum. The Board entered into 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 Newman, seconded by Director Cabrera and, upon vote, unanimously carried, the Board determined that due to concerns regarding the spread of COVID-19 and the benefits to the control of the virus by limiting in-person contact, this meeting was conducted by Zoom meeting. The Board further noted that notice of the time, date and Zoom meeting 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.

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### CONSENT AGENDA

The Board considered the following actions:

- Ratify agreement with ABC Asphalt, Inc. for the asphalt repair.
- Ratify approval of the engagement of Dazzio & Associates, P.C. to perform the 2020 Audit in the amount of \$4,000.

Following discussion, upon motion duly made by Director Cabrera, seconded by Director Jones and, upon vote, unanimously carried, the Board approved and/or ratified approval of the Consent Agenda items.

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### PUBLIC COMMENT

There were no public comments.

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## RECORD OF PROCEEDINGS

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### **LEGAL MATTERS**

**Denargo Market Development Agreement by and among the City and County of Denver, JV Denargo LLC and the District:** Director Newman discussed with the Board The Denargo Market Development Agreement by and among the City and County of Denver, JV Denargo LLC and the District.

Following discussion, upon motion duly made by Director Cabrera, seconded by Director Jones and, upon vote, unanimously carried, the Board approved The Denargo Market Development Agreement by and among the City and County of Denver, JV Denargo LLC and the District.

**Resolution No. 2021-04-01; Resolution Acknowledging and Adopting the District Amended and Restated Rules and Regulations for Construction Activity:** The Board entered into discussion regarding Resolution No. 2021-04-01; Resolution Acknowledging and Adopting the District Amended and Restated Rules and Regulations for Construction Activity.

Following discussion, upon motion duly made by Director Cabrera, seconded by Director Newman and, upon vote, unanimously carried, the Board approved Resolution No. 2021-04-01; Resolution Acknowledging and Adopting the District Amended and Restated Rules and Regulations for Construction Activity.

### **OPERATIONS AND MAINTENANCE**

There were no operations and maintenance matters.

### **OTHER MATTERS**

There were no other matters.

### **ADJOURNMENT**

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

Respectfully submitted,

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

## Proposal for Extra Work at Denargo Market Metro District

Property Name	Denargo Market Metro District	Contact	Robert Graham
Property Address	3200 Denargo St Denver, CO 80216	To Billing Address	Denargo Market Metro District c/o SDMSI 141 Union Ave Ste 150 Lakewood, CO 80228
Project Name	Cut down damaged tree along Delgany in tree well		
Project Description	cut down damaged tree		

### Scope of Work

QTY	UoM/Size	Material/Description
1.00	LUMP SUM	Cut down damaged tree

For internal use only

**SO#** 7501967  
**JOB#** 400400468  
**Service Line** 130

**Total Price** \$500.00

**THIS IS NOT AN INVOICE**

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.  
2333 W Oxford Ave, Sheridan, CO 80110-4340 ph. (303) 761-9262 fax (303) 761-9023



## TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. **Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
10. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
11. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
12. **Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

14. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

15. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
16. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

### Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

### Customer

Property Manager

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Robert Graham April 26, 2021

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

BrightView Landscape Services, Inc. "BrightView"

Landscape Designer, Degreed

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Leigh DuFresne April 26, 2021

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Job #: 400400468 Proposed Price: \$500.00

SO # 7501967

## Proposal for Extra Work at Denargo Market Metro District

Property Name	Denargo Market Metro District	Contact	Robert Graham
Property Address	3200 Denargo St Denver, CO 80216	To	Denargo Market Metro District
		Billing Address	c/o SDMSI 141 Union Ave Ste 150 Lakewood, CO 80228

Project Name      Umbrella Removal in Park

Project Description    Remove (5) umbrellas from tables in park

### Scope of Work

QTY	UoM/Size	Material/Description
1.00	LUMP SUM	Remove and dump (5) umbrellas

For internal use only

**SO#**                    7478733  
**JOB#**                 400400468  
**Service Line**        130

**Total Price**                    \$542.72

**THIS IS NOT AN INVOICE**

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.  
2333 W Oxford Ave, Sheridan, CO 80110-4340 ph. (303) 761-9262 fax (303) 761-9023

## TERMS & CONDITIONS

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
- Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
- Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
- Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
- Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
- Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
- Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
- Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
- Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

- Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

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### Customer

Property Manager

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Robert Graham March 31, 2021

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

BrightView Landscape Services, Inc. "BrightView"

Landscape Designer, Degreed

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Leigh DuFresne March 31, 2021

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Job #: 400400468 Proposed Price: \$542.72

SO # 7478733

**Denargo Market Metropolitan District No. 1  
March-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	7236537	2/19/2021	2/28/2021	\$ 1,670.00	Snow removal	107815
Brightview Landscape Services	7242304	2/24/2021	3/31/2021	\$ 2,292.50	Snow removal	107815
Brightview Landscape Services	7256442	3/1/2021	3/31/2021	\$ 950.00	Landscaping	107585
Brightview Landscape Services	7166211	1/1/2021	1/31/2021	\$ 950.00	Landscaping	107585
Brightview Landscape Services	7274058	3/5/2021	3/31/2021	\$ 4,063.50	Snow removal	107815
Colorado Lighting Inc	N190390	3/5/2021	3/31/2021	\$ 20.00	Site lighting	107803
Colorado Lighting Inc	522366	2/15/2021	2/28/2021	\$ 216.74	Site lighting	107803
Denver Metro Protective Services	21-030265	3/1/2021	3/31/2021	\$ 380.00	Security	107570
Denver Water	3250 February 2021	2/10/2021	3/3/2021	\$ 23.17	Utilities	107701
Denver Water	3150 February 2021	2/10/2021	3/3/2021	\$ 23.17	Utilities	107701
Diversified Underground	23163	1/31/2021	2/28/2021	\$ 269.00	Locates	107804
Diversified Underground	107804	1/1/2021	1/30/2021	\$ 120.00	Locates	107804
Special District Management Services	D2 02/2021	2/28/2021	2/28/2021	\$ 319.00	District management	107440
Special District Management Services	D1 02/2021	2/28/2021	2/28/2021	\$ 4,498.26	District management	107440
Utility Notification Center	221020435	2/28/2021	2/28/2021	\$ 3.96	Locates	107804
Wastewater Management Division	02274-00-114-000 - Feb.21	2/25/2021	5/31/2021	\$ 788.84	Miscellaneous	107480
Wastewater Management Division	02274-00-120-000 February 2021	2/25/2021	3/31/2021	\$ 179.54	Miscellaneous	107480
Xcel Energy	720492789	2/17/2021	3/9/2021	\$ 323.66	Utilities	107701
Xcel Energy	719691746	2/10/2021	3/3/2021	\$ 141.46	Utilities	107701
				\$ 17,232.80		

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

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
<b>Disbursements</b>	<b>\$ 17,232.80</b>		<b>\$ -</b>	<b>\$ 17,232.80</b>
<b>Payroll</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Disbursements from Checking Acct</b>	<b>\$ 17,232.80</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 17,232.80</b>

**Denargo Market Metropolitan District No. 1  
April-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	7282735	3/19/2021	3/19/2021	\$ 1,350.00	Landscaping	107585
Brightview Landscape Services	7285866	3/24/2021	3/24/2021	\$ 7,065.00	Snow removal	107815
Brightview Landscape Services	7317499	4/8/2021	4/8/2021	\$ 542.72	Repairs and maintenance	107582
Brightview Landscape Services	7298693	4/30/2021	4/30/2021	\$ 950.00	Landscaping	107585
CliftonLarsonAllen LLP	2779811	2/28/2021	2/28/2021	\$ 1,445.69	Accounting	107000
Colorado Lighting Inc	NI91407	3/31/2021	3/31/2021	\$ 20.00	Site lighting	107803
Denver Metro Protective Services	21-040280	3/31/2021	3/31/2021	\$ 380.00	Security	107570
Denver Water	3250 March 2021	3/11/2021	3/11/2021	\$ 23.17	Utilities	107701
Denver Water	3150 March 2021	4/12/2021	4/12/2021	\$ 23.17	Utilities	107701
Diversified Underground	23431	3/31/2021	3/31/2021	\$ 184.00	Locates	107804
Mcgeady Becher P.C	1057W 02/2021	2/28/2021	2/28/2021	\$ 1,902.50	Legal services	107460
Mcgeady Becher P.C	1057W 03/2021	3/31/2021	3/31/2021	\$ 5,531.80	Legal services	107460
Special District Management Services	D2 03/2021	3/31/2021	3/31/2021	\$ 170.40	District management	107440
Special District Management Services	D1 03/2021	3/31/2021	4/30/2021	\$ 7,659.36	District management	107440
Triunity Engineering & Management	#684840.03.31 100517-14	4/1/2021	4/1/2021	\$ 7,146.00	Site inspection	107802
Utility Notification Center	221030449	3/31/2021	3/31/2021	\$ 23.76	Locates	107804
Xcel Energy	724450739	3/18/2021	3/18/2021	\$ 291.62	Utilities	107701
Xcel Energy	723480884	3/11/2021	3/11/2021	\$ 86.91	Utilities	107701

\$ 34,796.10

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

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
<b>Disbursements</b>	<b>\$ 34,796.10</b>		<b>\$ -</b>	<b>\$ 34,796.10</b>
<b>Payroll</b>	<b>\$ 923.50</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 923.50</b>
<b>Total Disbursements from Checking Acct</b>	<b>\$ 35,719.60</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 35,719.60</b>

**Denargo Market Metropolitan District No. 1  
May-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	7340757	5/1/2021	5/1/2021	\$ 950.00	Landscaping	107585
Brightview Landscape Services	4671549	4/29/2021	4/29/2021	\$ 300.00	Landscape & irrigation repairs	107810
Brightview Landscape Services	7349005	4/27/2021	4/27/2021	\$ 2,609.00	Snow removal	107815
Brightview Landscape Services	7349347	4/27/2021	4/27/2021	\$ 2,605.00	Snow removal	107815
Brightview Landscape Services	7355284	4/29/2021	4/29/2021	\$40,359.29	Landscape & irrigation repairs	107810
Brightview Landscape Services	7355285	4/29/2021	4/29/2021	\$21,795.00	Repairs and maintenance	107582
Brightview Landscape Services	7355283	4/29/2021	4/29/2021	\$ 3,417.86	Landscaping	107585
Brightview Landscape Services	7348233	4/27/2021	4/27/2021	\$ 2,975.00	Repairs and maintenance	107582
CliftonLarsonAllen LLP	2865680	4/30/2021	4/30/2021	\$ 5,087.25	Accounting	107000
CliftonLarsonAllen LLP	2818464	3/31/2021	3/31/2021	\$ 3,961.13	Accounting	107000
Consolidated Division, Inc.	1113813	4/25/2021	4/30/2021	\$ 4,500.00	Detention pond cleanup	107811
Denver Metro Protective Services	21-050316	4/30/2021	4/30/2021	\$ 380.00	Security	107570
Denver Water	3150 April 2021	5/12/2021	6/2/2021	\$ 144.13	Utilities	107701
Denver Water	3250 April 2021	4/12/2021	5/3/2021	\$ 23.17	Utilities	107701
Full Spectrum Lighting, Inc.	2110956	5/15/2021	5/15/2021	\$ 215.00	Repairs and maintenance	107582
Fusion Sign & Design Inc	175390	4/26/2021	4/26/2021	\$ 84.00	Miscellaneous	107480
Mcgeady Becher P.C	1057W 04/2021	4/30/2021	4/30/2021	\$ 1,902.50	Legal services	107460
Special District Management Services	D2 04/2021	4/30/2021	4/30/2021	\$ 89.80	District management	107440
Special District Management Services	D1 04/2021	4/30/2021	4/30/2021	\$ 5,602.30	District management	107440
Test Gauge Inc.	INV6-6260	4/29/2021	5/29/2021	\$ 19.57	Repairs and maintenance	107582
Utility Notification Center	23090-221040442	4/30/2021	4/30/2021	\$ 34.32	Locates	107804
Xcel Energy	728393302	4/16/2021	5/6/2021	\$ 421.87	Utilities	107701
Xcel Energy	727612510	4/12/2021	4/30/2021	\$ 127.92	Utilities	107701

\$97,604.11



<u>Check Issue Date</u>	<u>Check Number</u>	<u>Payee</u>	<u>Amount</u>
05/25/2021	9186	Cabrera, Donald	92.35
05/25/2021	9187	Jones, Jeffrey	92.35
05/25/2021	9188	Newman, Laura	92.35
05/25/2021	9189	Smith, David	92.35
05/25/2021	9190	Wenskoski, Todd	92.35
Grand Totals:			
	<u>5</u>		<u>461.75</u>

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

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
<b>Disbursements</b>	<b>\$ 97,604.11</b>		<b>\$ -</b>	<b>\$ 97,604.11</b>
<b>Payroll</b>	<b>\$ 461.75</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 461.75</b>
<b>Total Disbursements from Checking Acct</b>	<b>\$ 98,065.86</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 98,065.86</b>

**DENARGO MARKET METROPOLITAN DISTRICT NO. 1**

**FINANCIAL STATEMENTS**

**MARCH 31, 2021**

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

		<b>General</b>
<b>ASSETS</b>		
Cash - Checking	\$	20,493
Colotrust		221,943
Due from District No. 2		120,269
<b>TOTAL ASSETS</b>	<b>\$</b>	<b><u>362,705</u></b>
<b>LIABILITIES AND FUND BALANCES</b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable	\$	46,842
Payroll taxes payable		15
Damage Deposits		81,173
Total Liabilities		<u>128,030</u>
<b>FUND BALANCES</b>		
Total Fund Balances		<u>234,675</u>
<b>TOTAL LIABILITIES AND FUND BALANCES</b>	<b>\$</b>	<b><u>362,705</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 THREE MONTHS ENDED MARCH 31, 2021**

**GENERAL FUND**

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
<b>REVENUES</b>			
Interest income	\$ 2,000	\$ 48	\$ (1,952)
Transfer from District No. 2	281,900	119,995	(161,905)
<b>TOTAL REVENUES</b>	<u>283,900</u>	<u>120,043</u>	<u>(163,857)</u>
<b>EXPENDITURES</b>			
Accounting	24,500	6,722	17,778
Auditing	4,500	-	4,500
City of Denver annual fee	6,000	-	6,000
Contingency	54,623	-	54,623
Detention Pond Cleanup	10,000	-	10,000
Directors' fees	1,000	-	1,000
District management	45,000	17,701	27,299
Dues and licenses	-	1,140	(1,140)
Insurance and bonds	11,800	10,517	1,283
Landscape & irrigation repairs	35,000	1,350	33,650
Landscape & options	95,725	2,850	92,875
Legal services	30,000	8,833	21,167
Locates	3,500	615	2,885
Miscellaneous	2,500	1,477	1,023
Payroll taxes	77	-	77
Repairs and maintenance	25,000	-	25,000
Security	7,500	1,250	6,250
Sight lighting	5,000	277	4,723
Site inspection	24,000	4,879	19,121
Snow removal	25,000	16,921	8,079
Street sweeping	1,000	-	1,000
Streets and sidewalk	27,000	-	27,000
Utilities	15,000	741	14,259
<b>TOTAL EXPENDITURES</b>	<u>453,725</u>	<u>75,273</u>	<u>378,452</u>
<b>CHANGE IN NET POSITION</b>	(169,825)	44,770	214,595
<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>\$ 234,674</u>	<u>\$ 206,523</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  
2021 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Services Provided**

The District, a quasi-municipal corporation, was formed in June 2010, and is governed pursuant to provisions of the Colorado Special District Act. The District's service area is located in Denver, Colorado.

The District was established to provide for acquisition, construction, and installation of water, sanitation, drainage, street improvements, parks and recreational facilities, television relay and translation, and mosquito control.

The District prepares its budget on the modified accrual basis of accounting in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

**Revenues**

**Property Taxes**

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

**Interest Income**

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately 1.50%.

**Developer Advance**

The District is in the development stage. As such, the portion of the capital expenditures is expected to be funded by the Developer. Developer advances are recorded as revenue for budget purposes with an obligation for future repayment when the District is financially able to reimburse the Developer from bond proceeds and other legally available revenue.

**Expenditures**

**Administrative and Operating Expenditures**

Administrative and operating expenditures include the estimated services necessary to maintain the District's administrative viability such as legal, management, accounting, insurance, banking, and meeting expense.

**DENARGO MARKET METROPOLITAN DISTRICT NO. 1  
2021 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Debt and Leases**

The District doesn't have any debt or leases.

**Reserve Fund**

**Emergency Reserve**

The District has provided for an Emergency Reserve equal to at least 3% of fiscal year spending, as defined under the TABOR Amendment.

**DENARGO MARKET METROPOLITAN DISTRICT NO. 1**

**Schedule of Cash Position**

**March 31, 2021**

**Updated as of June 07, 2021**

	<b>General Fund</b>
	<hr/>
<b><u>First Bank - Checking Account</u></b>	
Balance as of 03/31/21	\$ 20,492.85
Subsequent activities:	
04/02/21 Denver Water	(46.34)
04/09/21 Deposit - Permit fees	2,577.00
04/12/21 Vouchers payable - bill.com	(16,914.33)
04/30/21 ADP Wages/Taxes	(923.53)
05/04/21 Denver Water	(46.34)
05/07/21 Deposit - Permit fees	3,140.00
05/17/21 Transfer from ColoTrust	36,000.00
05/19/21 Vouchers payable - bill.com	(38,517.90)
05/25/21 ADP Wages/Taxes	(461.75)
05/28/21 Deposit - Permit fees	835.75
06/03/21 Denver Water	(167.30)
06/04/21 Deposit - permit fees	3,406.00
06/07/21 Transfer from ColoTrust	93,000.00
06/08/21 Vouchers payable - bill.com	(93,097.15)
<i>Anticipated Balance</i>	<hr/> <u>9,276.96</u>
<b><u>ColoTrust</u></b>	
Balance as of 03/31/21	\$ 221,943.20
Subsequent activities:	
04/30/21 Interest income	10.49
05/17/21 Transfer to 1st Bank	(36,000.00)
05/31/21 Interest income	10.00
06/07/21 Transfer to 1st Bank	(93,000.00)
<i>Anticipated Balance</i>	<hr/> <u>\$ 92,963.69</u>
Less Damage Deposits	(81,173.00)
<i>Total Available for Operations</i>	<hr/> <u>\$ 21,067.65</u>

**Yield information:**

ColoTrust - 0.06% (05/31/21)



## Proposal for Extra Work at Denargo Market Metro District

Property Name	Denargo Market Metro District	Contact	Robert Graham
Property Address	3200 Denargo St Denver, CO 80216	To Billing Address	Denargo Market Metro District c/o SDMSI 141 Union Ave Ste 150 Lakewood, CO 80228

Project Name        New Trees along Delgany  
Project Description    Replace 2 missing trees along Delgany

### Scope of Work

QTY	UoM/Size	Material/Description
1.00	LUMP SUM	Freight/Delivery
1.00	LUMP SUM	Dig out root balls
1.50	CUBIC YARD	BioComp Compost - Amendment Installed
1.00	EACH	PAGODA, JAPANESE - 2" Deciduous Tree Installed
1.00	EACH	HACKBERRY, WESTERN - 2" Deciduous Tree Installed

For internal use only

**SO#**                    7505449  
**JOB#**                 400400468  
**Service Line**        130

**Total Price**                    \$2,819.88

**THIS IS NOT AN INVOICE**

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.  
2333 W Oxford Ave, Sheridan, CO 80110-4340 ph. (303) 761-9262 fax (303) 761-9023

## TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. **Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
10. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
11. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
12. **Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

14. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

15. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
16. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

### Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

### Customer

Property Manager

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Robert Graham April 28, 2021

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

BrightView Landscape Services, Inc. "BrightView"

Landscape Designer, Degreed

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Leigh DuFresne April 28, 2021

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Job #: 400400468 Proposed Price: \$2,819.88

SO # 7505449



# AFFIDAVIT

Invoice #: A40034295  
Account #: A40000693  
Invoice Date: 5/10/2021  
Inquiries to: Tel: 866-260-9240  
Fax: 855-323-9871

**BILL TO:**

THE AURORA HIGH POINT AT DIA METROPOLITAN DISTRICT  
ALYSIA PADILLA  
141 UNION BLVD STE 150  
LAKEWOOD, COLORADO 80228-1898

**ADVERTISER:**

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**PUBLICATION:** Denver Daily Journal Legal

STATE OF COLORADO  
COUNTY OF DENVER

I, NADINE JOHNSON, OF THE COUNTY OF MERCER, STATE OF NEW JERSEY, HAVING DULY BEEN SWORN, DEPOSES AND SAYS:  
I AM NOW AND AT ALL TIMES HERINAFTER MENTIONED A CITIZEN OF THE UNITED STATES OF AMERICA, OVER TWENTY-ONE YEARS OF AGE, AND COMPETENT TO BE A WITNESS ON THE HEARING OF THE MATTERS MENTIONED IN THE ANNEXED PRINTED COPY NOTICE HERINAFTER SET FORTH; I HAVE NO INTEREST WHATSOEVER IN ANY OF THE SAID MATERS; I AM NOW AND DURING ALL TIMES EMBRACED IN THE PUBLICATION HERIN MENTIONED AS THE CHIEF CLERK OF THE NEWSPAPER, A NEWSPAPER OF GENERAL CIRCULATION PRINTED AND PUBLISHED IN SAID COUNTY; AS CHIEF CLERK DURING ALL TIMES MENTIONED IN THE AFFIDAVIT I HAVE HAD AND STILL HAVE CHARGE OF ALL ADVERTISEMENT AND NOTICES PUBLISHED IN SAID NEWSPAPER; THAT SAID LEGAL NOTICE OF WHICH THE ANNEXED IS A TRUE PRODUCTION COPY OF THE PRINTED PAGE IN WHICH THE ADVERTISEMENT WAS PUBLISHED IN THE ABOVE NAMED NEWSPAPER ON THE FOLLOWING DAYS TO WIT:

05/07/21; NOTICE OF MEETING OF THE BOARD OF DIRECTORS OF THE; DENARGO MARKET METROPOLITAN DISTRICT NOS. 1 AND 2

I CERTIFY (OR DECLARE) UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

SIGNED,

CHIEF CLERK

# PUBLIC NOTICES

Contact us · 877-260-3621 · [daily.journal@construction.com](mailto:daily.journal@construction.com)  
Place your paid advertisement by 10:30am (Mountain) today to print in tomorrow's edition.

## FIRST PUBLICATION

### NOTICE OF MEETING OF THE BOARD OF DIRECTORS OF THE DENARGO MARKET METROPOLITAN DISTRICT NOS. 1 AND 2

NOTICE is hereby given that a meeting of the Board of Directors of the Denargo Market Metropolitan District Nos. 1 and 2, of the City and County of Denver, State of Colorado, shall be held at **4:30 p.m. on Tuesday, June 15, 2021**. Due to concerns regarding the spread of the Coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, this District Board meeting will be held via Zoom Meeting and can be joined through the directions below:

<https://us02web.zoom.us/j/82312720751?pwd=MW55Z0RwaXR0M1B1d0h1bnE2ZCU0T0R>

Phone: 1 (346) 248-7799 or 1 (669) 900-6833  
Meeting ID: 823 1272 0751  
Password: 854813

The address of the Districts' office where the names and addresses of the Board of Directors and their officers may be obtained is Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228, and the office telephone number is 303-987-0835, fax number is 303-987-2032 and e-mail address is [receptionist@sdmsi.com](mailto:receptionist@sdmsi.com).

The City and County of Denver maintains a file regarding the Districts.

DENARGO MARKET METROPOLITAN DISTRICT NOS. 1 AND 2

By: */s/ Ann E. Finn*  
Secretary

Published: May 7, 2021 in The Daily Journal

### NOTICE ON PREVAILING WAGES CITY AND COUNTY OF DENVER

In accordance with the Denver Revised Municipal Code, Section 20-76 (c) (3), OHR proposes to revise the existing base wage and fringe benefits for the following classification of workers:

"Tile Finisher and Tile Setter" and "DIA - Glycol System"

In compliance with the Revised Municipal Code of the City and County of Denver, Section 20-76, subsection (e), part (3), "Determination of Prevailing Wages", the Career Service Board gives notice for the public hearing on prevailing wage for the above-noted modification.

A Career Service Board Hearing is scheduled for **Thursday, May 20, 2021**. The proposed increase(s) are not for City employees, they are for contractors and subcontractors who have contracts with the City that are over \$2,000. The public hearing starts at **9:00 AM** and will be conducted through a provided conference call number and available digital link through public notice of the agenda, released no later than two days prior to the scheduled meeting.

If anyone wishes to be heard by the Board on this item, please call (720) 913-5650 no later than **12:00 p.m. on Tuesday, May 18, 2021**.

Published: May 7, 2021 in The Daily Journal

FOR LEGAL NOTICES  
IN  
THE  
DAILY  
JOURNAL

Call us 877-260-3621  
[daily.journal@construction.com](mailto:daily.journal@construction.com)

## NOTICE

On 4/15/2021, a business applied for a **Hotel and Restaurant Liquor License at this location, 7352 E. 29th Ave. #704.**

The name of the entity is **Baldwan Central, Inc.** doing business as **Little India Restaurant & Bar** at 7352 E. 29th Ave. #704. The partners, managers, or officers are: Simeranjeet Singh Baldwan, Director/President.

A virtual hearing on this application will be on **5/27/2021 at 1:00 P.M.** Please contact the Department of Excise and Licenses at 720-865-2737 for participation information. If you would like to request a night hearing, please do so by **5/22/2021**. The request must be made in writing at least five days prior to the scheduled hearing date.

A map of the designated area is attached to this notice. Petitions regarding the application may be circulated within this designated area. All petitions must be filed with the Department on **5/20/2021**.

More information about the hearing process may be found at [www.denvergov.org](http://www.denvergov.org) or by contacting 311.

**DIRECTOR OF EXCISE AND LICENSES**

Published: May 7, 2021 in The Daily Journal

### INVITATION TO PROPOSE, CITY AND COUNTY OF DENVER, Purchasing Division, Department of General Services, 201 W. Colfax Avenue, Dept 304, Denver CO 80202, Seeks Proposals for:

- 1) Integrated Case Management for Women in Denver Community Corrections No. 20289Q Buyer Brenda Hannu Proposals due May 31, 2021 at 5:00 p.m. MDT.
- 2) Ground Power Units (Jetway Mounted) and PC Air Handlers No.20285Q Buyer Kevlon Janzen Proposals due May 27, 2021 at 2:00 p.m. MDT.
- 3) EMS Auditor and Registrar No.11068 Buyer Scott Harris Proposals due June 8, 2021 at 10:00 a.m. MDT

Proposal No(s) 1, 2 and 3 can be downloaded via the internet at:

<https://www.bidnetdirect.com/colorado/city-and-county-of-denver-general-services-purchasing>

Published: May 7, 2021 in The Daily Journal

## REPEATS

### NOTICE TO CREDITORS In the Matter of the Estate of: SERAFIN FINN, Deceased

Case Number **2021PR30429**  
All persons having claims against the above-named estate are required to present them to the Public Administrator or to **Denver Probate Court** of the City and County of Denver, Colorado on or before **August 31, 2021**, or the claims may be forever barred.

MELISSA R. SCHWARTZ  
Public Administrator  
3773 Cherry Creek North Drive  
Suite 775  
Denver, Colorado 80209  
Published: April 30, May 7 & 14, 2021 in The Daily Journal

### NOTICE TO CREDITORS

In the Matter of the Estate of: **ERIC P. ANDREN**, also known as **ERIC ANDREN**, Deceased

Case Number **2021PH30311**  
All persons having claims against the above-named estate are required to present them to the Personal Representative or to **Denver Probate Court** of the City and County of Denver, Colorado on or before **August 23, 2021**, or the claims may be forever barred.

**RICHARD ANDREN**  
Personal Representative  
c/o RBS Law LLC  
5610 Ward Road, Ste. 300  
Arvada, CO 80002  
Published: April 23, 30 & May 7, 2021 in The Daily Journal

### TREASURER CITY AND COUNTY OF DENVER STATE OF COLORADO DEED APPLICATION NUMBER: GG-51 NOTICE OF APPLICATION FOR TAX DEED

**TO WHOM IT MAY CONCERN:**  
To every person in actual possession or occupancy of the hereinafter described land, lot or premises, and to the person in whose name the same was taxed, charged or specially assessed and to all persons having an interest, or title of record, in or to the said premises and more especially to:  
**ANNIE M. WALKER**  
**ANNETTE WALKER**  
CITY AND COUNTY OF DENVER DEPARTMENT OF PUBLIC WORKS  
CRAYS LLC

You are hereby notified that on the **1st day of NOVEMBER, 2013** Treasurer of the City and County of Denver, State of Colorado, sold at public sale to **INA GROUP LLC**, who assigned to **WOODS COVE IV LLC** on the **10th day of FEBRUARY, 2016**, who assigned to **INA GROUP LLC** on the **28th day of SEPTEMBER, 2017**, who assigned to **CRAYS LLC** on the **2nd day of AUGUST, 2019** who is the applicant who has made demand for a Tax Deed to the following described real property, situated in the City and County of Denver, State of Colorado, to-wit:  
**SAN RAFAEL 01301 B2 L22 & 23**  
(Commonly known as: 5110 E Thirill Pl)

that the public sale was made to satisfy delinquent taxes assessed or charges imposed against said real estate for the year 2012 that the real property was taxed or charged in the name of **WALKER, ANNIE M** that the property has not been redeemed; that notice of purchase has been or will be served and published as, and within the time period, provided by law; that said property may be redeemed at any time before a Tax Deed is issued; and that a Tax Deed will be issued to the said **CRAYS LLC** lawful holder of said certificate, on the **17th day of AUGUST, 2021** unless the same is redeemed before said date.

WITNESS my hand and seal this **21st day of April, 2021**. (Seal)

**Steven L. Ellington**  
Treasurer,  
City and County of Denver,  
State of Colorado  
1st Publication: April 30, 2021  
2nd Publication: May 7, 2021  
3rd Publication: May 14, 2021  
in The Daily Journal