

DENARGO MARKET METROPOLITAN DISTRICT NOS. 1, 2 AND 3

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 · 800-741-3254
Fax: 303-987-2032
<https://denargo.colorado.gov>

NOTICE OF REGULAR MEETING AND AGENDA

Board of Directors

Laura H. Newman
Jeffrey D. Jones
Todd T. Wenskoski
Wade Davidson
Michael Kuyper
David Solin

Office

President
Treasurer
Asst. Secretary
Asst. Secretary
Asst. Secretary
Secretary

Term/Expires

2027/May 2027
2025/May 2025
2025/May 2025
2027/May 2027
2025/May 2025

DATE: March 12, 2024

TIME: 4:30 p.m.

LOCATION: Zoom Meeting

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

Phone: 1-719-359-4580

Meeting ID: 546 911 9353

Password: 912873

One tap mobile: +17193594580,,5469119353#,,, *912873# US

I. ADMINISTRATIVE MATTERS

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

- B. Confirm quorum, location of meetings and posting of meeting notices and designate 24-hour posting location. Approve agenda.
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- C. Review and approve the Minutes of the June 8, 2023 Regular Meetings of Denargo Market Metropolitan District No. 2 (“District No. 2”) and Denargo Market Metropolitan District No. 3 (“District No. 3”) (enclosures).
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- D. Review and approve the Minutes of the November 14, 2023 Statutory Annual Meetings and the November 14, 2023 Regular Meetings of Denargo Market Metropolitan District No. 1 (“District No. 1”), District No. 2 and District No. 3 (enclosures).
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E. Insurance Discussion:

1. Cyber Security and Increased Crime Coverage.

2. Establish Insurance Committee to make final determinations regarding insurance, if necessary.

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.

III. FINANCIAL MATTERS

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

Fund	Period Ending Nov. 30, 2023	Period Ending Dec. 31, 2023	Period Ending Jan. 31, 2024	Period Ending Feb. 29, 2024
General	\$ 40,617.24	\$ 39,355.87	\$ 30,884.92	\$ 53,769.24
Debt Service	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Capital Projects	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Payroll	\$ 369.40	\$ 277.05	\$ -0-	\$ -0-
Total	\$ 40,986.64	\$ 39,632.92	\$ 30,884.92	\$ 53,769.24

B. Review and accept the Districts' Unaudited Financial Statements through the period ending December 31, 2023 and Schedule of Cash Position, updated as of _____, 2024 (to be distributed).

IV. LEGAL MATTERS

A. Ratify approval of 2022-2025 Facilities Funding and Acquisition Agreement by and between District No. 1 and JV LODO Denargo LLC (enclosure).

B. Ratify approval of Termination of 2022-2025 Facilities Funding and Acquisition Agreement by and between District No. 1 and JV Denargo LLC (enclosure).

- C. Ratify approval of Temporary Construction Easement Agreement by and between District No. 1 and JV LODO Denargo LLC (enclosure).
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- D. Review and consider acceptance of Engineer's Report and Verification of Costs No. 01, prepared by Schedio Group, LLC and authorize reimbursement to JV LODO Denargo LLC, pursuant to 2022-2025 Facilities Funding and Acquisition Agreement by and between District No. 1 and JV LODO Denargo LLC (to be distributed).
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- E. Review and consider approval of Project Management Service Agreement by and between District No. 1 and JV LODO Denargo LLC (enclosure).
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V. OPERATION AND MAINTENANCE

- A. Update on 2024 landscape maintenance matters.
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- B. Update on security patrols.
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- C. Review and consider approval of Service Agreement for Stormwater Maintenance Services by and between District No. 1 and Stormwater Compliance Solutions, LLC (enclosure).
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VI. OTHER MATTERS

- A. _____
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- VII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR JUNE 18, 2024.**

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE DENARGO MARKET METROPOLITAN DISTRICT NO. 2 HELD JUNE 8, 2023

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 8th day of June, 2023, at 8:00 a.m. The District Board meeting was held and properly noticed to be held via Zoom. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Laura H. Newman
Jeffrey D. Jones
Todd T. Wenskoski
Wade Davidson

Also In Attendance Were:

Ann Finn; Special District Management Services, Inc. (“SDMS”)

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

Lindsay Ross; CliftonLarsonAllen LLP

Mike Kuyper; Triunity Engineering & Management, Inc.

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.

Confirmation of Quorum, Location of Meeting and Posting of Meeting Notices: Ms. Finn 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. It was noted that the

RECORD OF PROCEEDINGS

District Board meeting was held and properly noticed to be held by video / telephonic means (Zoom). 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: 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 Jones and, upon vote unanimously carried, the Agenda was approved, as presented.

Minutes: The Board reviewed the Minutes of the March 22, 2023 Special Meeting.

Following discussion, upon motion duly made by Director Newman, seconded by Director Jones and, upon vote unanimously carried, the Board approved the Minutes of the March 22, 2023 Special Meeting, as presented.

Results of May 2, 2023 Directors' Election: Ms. Finn informed the Board that the election was canceled pursuant to Section 1-13.5-513, C.R.S. because there were not more candidates than seats available on the Board. It was noted that Todd Wenskoski was deemed elected to a 2-year term ending in May, 2025, and that Laura Newman and Wade Davidson were each deemed elected to 4-year terms ending in May, 2027.

Appointment of Officers: The Board entered into discussion regarding the appointment of officers.

Following discussion, upon motion duly made by Director Newman, seconded by Director Jones and, upon vote unanimously carried, the following slate of officers was appointed:

President	Laura H. Newman
Treasurer	Jeffrey D. Jones
Secretary	Ann E. Finn
Assistant Secretary	Todd T. Wenskoski
Assistant Secretary	Wade Davidson

**CONSENT
AGENDA**

There were no items on the consent agenda.

RECORD OF PROCEEDINGS

PUBLIC COMMENT

There were no public comments.

FINANCIAL MATTERS

Unaudited Financial Statements: Ms. Ross reviewed the Unaudited Financial Statements through the period ending March 31, 2023 and the Schedule of Cash Position with the Board.

Following review, upon motion duly made by Director Newman, seconded by Director Jones and, upon vote unanimously carried, the Board accepted the Unaudited Financial Statements through the period ending March 31, 2023 and the Schedule of Cash Position.

2022 Audit: Ms. Ross reviewed the draft 2022 Audit with the Board.

Following discussion, upon motion duly made by Director Jones, seconded by Director Newman, and upon vote unanimously carried, the Board approved the 2022 Audit and authorized execution of the Representations Letter, subject to final legal review and receipt of a clean opinion from the Auditor.

LEGAL MATTERS

Matters Related to Proposed Loan or Bond Issuance: Attorney Williams informed the Board that the First Amendment to the Service Plan for the District had been approved by the Denver City Council on March 30, 2023.

Bond Committee: The Board discussed establishing a Bond Committee authorized to take actions in between Board meetings, if necessary.

Following discussion, upon motion duly made by Director Jones, seconded by Director Newman and, upon vote unanimously carried, the Board established a Bond Committee and appointed Director Newman and Director Jones to the committee.

Engagement of Bond Counsel: The Board discussed the engagement of Bond Counsel.

Following discussion, upon motion duly made by Director Jones, seconded by Director Newman and, upon vote unanimously carried, the Board approved the engagement of Butler Snow, LLP as Bond Counsel, subject to final review of engagement letter.

Engagement of RBC Capital Markets, LLC as District Underwriter: The Board discussed the engagement of RBC Capital Markets, LLC as District Underwriter.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Jones, seconded by Director Newman and, upon vote unanimously carried, the Board approved the engagement of RBC Capital Markets, LLC as District Underwriter, subject to final review of the engagement letter.

November 7, 2023 Special Election: Attorney Williams discussed the need for a November 7, 2023 Special Election to increase the District's debt authorization.

Following discussion, upon motion duly made by Director Jones, seconded by Director Newman and, upon vote unanimously carried, the Board directed District Counsel to proceed with actions necessary to conduct a November 7, 2023 Special Election and to coordinate election matters with the City and County of Denver ("City"), including preparation of an Intergovernmental Agreement for Coordinated Election by and between the City, for itself and on behalf of the Denver Elections Division in the Office of the Clerk and Recorder and the District.

Legislative Changes: Attorney Williams provided information to the Board regarding recent legislative changes:

Annual Meeting Requirement (Senate Bill 23-110): Attorney Williams discussed new legislation which requires the Board to hold an annual meeting beginning in 2023. Attorney Williams noted that the Board is prohibited from taking any official action at the annual meeting and must ensure that the annual meeting includes a presentation from the District regarding the status of any of the District's projects and outstanding bonds, review of unaudited financial statements showing the year-to-date revenue and expenditures in relation to the current adopted Budget, and an opportunity for members of the public to ask questions about the District.

Mill Levy Reduction Senate Bill 23-108: Attorney Williams discussed new legislation which allows Districts to provide temporary tax relief through a mill levy reduction. She explained that during the budget process the Board will factor in the current assessed value and other related items before deciding whether to temporarily reduce the mill levy.

OTHER MATTERS

Cancellation of the June 20, 2023 Regular Meeting: The Board discussed the cancellation of the June 20, 2023 Regular Meeting.

Following discussion, upon motion duly made by Director Jones, seconded by Director Newman and, upon vote unanimously carried, the approved cancellation of the June 20, 2023 Regular Meeting.

RECORD OF PROCEEDINGS

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE DENARGO MARKET METROPOLITAN DISTRICT NO. 3 HELD JUNE 8, 2023

A Special Meeting of the Board of Directors (referred to hereafter as the “Board”) of the Denargo Market Metropolitan District No. 3 (referred to hereafter as the “District”) was held on Thursday, the 8th day of June 2023, at 8:00 a.m. The District Board meeting was held and properly noticed to be held via Zoom. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Laura H. Newman
Jeffrey D. Jones
Todd T. Wenskoski
Wade Davidson

Also In Attendance Were:

Ann Finn; Special District Management Services, Inc. (“SDMS”)

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

Lindsay Ross; CliftonLarsonAllen LLP

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.

Confirmation of Quorum, Location of Meeting and Posting of Meeting

Notices: Ms. Finn 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. It was noted that the District Board meeting was held and properly noticed to be held by video / telephonic means (Zoom). The Board further noted that notice of the time, date

RECORD OF PROCEEDINGS

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.

Designation of 24-Hour Posting Location: Following discussion, upon motion duly made by Director Newman, 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 at least 24 hours prior to each meeting on the District's website at: <https://denargo.colorado.gov> or if posting on the website is unavailable, notice will be posted on west side of Denargo Street, just south of Wewatta Way on the southern boundary of Tract F.

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 Jones and, upon vote unanimously carried, the Agenda was approved, as presented.

Minutes: The Board reviewed the Minutes of the November 15, 2022 Regular Meeting.

Following discussion, upon motion duly made by Director Newman, seconded by Director Jones and, upon vote unanimously carried, the Board approved the Minutes of the November 15, 2022 Regular Meeting, as presented.

May 2, 2023 Regular Election: Ms. Finn updated the Board regarding the results of the May 2, 2023 Regular Election. It was noted that Director Wenskoski was elected to a 2-year term ending in May, 2025, Directors Newman and Davidson were elected to 4-year terms ending in May, 2027, and all ballot questions and issues passed.

Appointment of Officers: The Board entered into discussion regarding the appointment of officers.

Following discussion, upon motion duly made by Director Newman, seconded by Director Jones and, upon vote unanimously carried, the following slate of officers was appointed:

President	Laura H. Newman
Treasurer	Jeffrey D. Jones
Secretary	Ann E. Finn
Assistant Secretary	Todd T. Wenskoski
Assistant Secretary	Wade Davidson

RECORD OF PROCEEDINGS

CONSENT AGENDA

There were no items on the consent agenda.

PUBLIC COMMENT

There were no public comments.

FINANCIAL MATTERS

Unaudited Financial Statements: Ms. Ross reviewed the Unaudited Financial Statements through the period ending March 31, 2023 and the Schedule of Cash Position with the Board.

Following review, upon motion duly made by Director Newman, seconded by Director Davidson and, upon vote unanimously carried, the Board accepted the Unaudited Financial Statements through the period ending March 31, 2023 and the Schedule of Cash Position.

Application for Exemption from Audit for 2022: Ms. Ross reviewed the Application for Exemption from Audit for 2022 with the Board.

Following discussion, upon motion duly made by Director Jones, seconded by Director Newman, and upon vote unanimously carried, the Board ratified approval of the preparation, execution and filing of the Application for Exemption from Audit for 2022.

LEGAL MATTERS

Legislative Changes: Attorney Williams provided information to the Board regarding recent legislative changes:

Annual Meeting Requirement (Senate Bill 23-110): Attorney Williams discussed new legislation which requires the Board to hold an annual meeting beginning in 2023. Attorney Williams noted that the Board is prohibited from taking any official action at the annual meeting and must ensure that the annual meeting includes a presentation from the District regarding the status of any of the District's projects and outstanding bonds, review of unaudited financial statements showing the year-to-date revenue and expenditures in relation to the current adopted Budget, and an opportunity for members of the public to ask questions about the District.

Mill Levy Reduction Senate Bill 23-108: Attorney Williams discussed new legislation which allows Districts to provide temporary tax relief through a mill levy reduction. She explained that during the budget process the Board will factor in the current assessed value and other related items before deciding whether to temporarily reduce the mill levy.

RECORD OF PROCEEDINGS

OTHER MATTERS

There were no other matters for discussion.

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE DENARGO MARKET METROPOLITAN DISTRICT NO. 1 HELD NOVEMBER 14, 2023

A Regular 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 14th day of November 2023, at 4:30 p.m. The District Board meeting was held via video / telephonic means (Zoom). The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Laura H. Newman
Todd T. Wenskoski
Wade Davidson

Following discussion, upon motion duly made by Director Newman, seconded by Director Wenskoski and, upon vote unanimously carried, the absences of Director Jones and Director Kuyper were excused.

Also In Attendance Were:

David Solin; Special District Management Services, Inc. (“SDMS”)

Paula Williams, Esq. and Kate Olson, Esq.; McGeady Becher P.C.

Jason Carroll (for a portion of the meeting) and Lindsay Ross (for a portion of the meeting); CliftonLarsonAllen LLP

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. Mr. Solin 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 applicable disclosures were made by the Board members prior to this meeting in accordance with the statutes.

RECORD OF PROCEEDINGS

Confirmation of Quorum, Location of Meeting and Posting of Meeting

Notice: Mr. Solin 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. It was noted that the District Board meeting was held, and properly noticed to be held electronically via video / telephonic means (Zoom). 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. Solin presented a proposed Agenda for the District's Regular Meeting.

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

Minutes: The Board reviewed the Minutes of the September 19, 2023 Regular Meeting, the October 5, 2023 Special Meeting and the October 30, 2023 Work Session.

Following discussion, upon motion duly made by Director Newman, seconded by Director Davidson and, upon vote unanimously carried, the Board approved the Minutes of the September 19, 2023 Regular Meeting, the October 5, 2023 Special Meeting and the October 30, 2023 Work Session.

Appointment of Officers: The Board entered into discussion regarding the appointment of officers.

Following discussion, upon motion duly made by Director Newman, seconded by Director Jones and, upon vote unanimously carried, the following slate of officers was appointed:

President	Laura H. Newman
Treasurer	Jeffrey D. Jones
Secretary	David Solin
Assistant Secretary	Todd T. Wenskoski
Assistant Secretary	Wade Davidson
Assistant Secretary	Michael Kuyper

Resolution Establishing Regular Meeting Dates, Time and Location, and

Designating Location for Posting 24-Hour Notices: Mr. Solin reviewed the business to be conducted in 2024 to meet statutory compliance requirements. The Board determined to hold regular meetings in 2024 at 4:30 p.m. on March 12, June 18, September 17 and November 12, 2024 via video / telephone conference (Zoom).

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Jones, seconded by Director Newman and, upon vote unanimously carried, the Board adopted the Resolution Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices.

Insurance Matters: Attorney Williams reported to the Board on potential cyber security issues and a proposed increase in crime coverage related to same.

Cyber Security and Increased Crime Coverage: The Board deferred consideration of this matter.

Insurance Committee: The Board determined establishment of an insurance committee was not necessary at this time.

District's Insurance and Special District Association ("SDA") Membership: The Board discussed the renewal of the District's Insurance and SDA membership for 2024.

Following discussion, upon motion duly made by Director Newman, seconded by Director Davidson and, upon vote unanimously carried, the Board authorized the renewal of the District's insurance and SDA membership for 2024.

**PUBLIC
COMMENT**

There were no public comments.

**FINANCIAL
MATTERS**

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

Fund	Period Ending Sept. 30, 2023	Period Ending Oct. 31, 2023
General	\$ 29,262.16	\$ 72,693.80
Debt Service	\$ -0-	\$ -0-
Capital Projects	\$ -0-	\$ 369.40
Total	\$ 29,262.16	\$ 73,063.20

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

Unaudited Financial Statements: Mr. Carroll reviewed the Unaudited Financial Statements through the period ending September 30, 2023 and the Schedule of Cash Position updated as of October 20, 2023, with the Board.

RECORD OF PROCEEDINGS

Following review, upon motion duly made by Director Newman, seconded by Director Davidson and, upon vote unanimously carried, the Board accepted the Unaudited Financial Statements through the period ending September 30, 2023 and the Schedule of Cash Position updated as of October 20, 2023.

2023 Budget Amendment Hearing: The President opened the public hearing to consider the Resolution to Amend the 2023 Budget and discuss related issues.

It was noted that publication of a Notice stating that the Board would consider adoption of a Resolution to Amend the 2023 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 review and discussion, upon motion duly made by Director Newman, seconded by Director Wenskoski and, upon vote unanimously carried, the Board adopted the Resolution to Amend the 2023 Budget.

2024 Budget Hearing: The President opened the public hearing to consider the proposed 2024 Budget and discuss related issues.

It was noted that publication of a Notice stating that the Board would consider adoption of the 2024 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, or at this public hearing. No public comments were received and the President closed the public hearing.

Mr. Carroll reviewed the estimated 2023 expenditures and the proposed 2024 revenues and expenditures.

Following discussion, upon motion duly made by Director Newman, seconded by Director Wenskoski and, upon vote unanimously carried, the Board adopted the Resolution to Adopt the 2024 Budget and Appropriate Sums of Money and the Resolution to Set Mill Levies (0.000 mills), and authorized execution of the Certification of Budget. Mr. Solin was directed to transmit the Certification of Tax Levies to the Denver Assessor not later than January 10, 2024. Mr. Solin was further directed to transmit the Certification of Budget to the Division of Local Government not later than January 31, 2024.

DLG-70 Certification of Tax Levies Form (“Certification”): The Board discussed the preparation and filing of the Certification.

Following discussion, upon motion duly made by Director Newman, seconded by Director Wenskoski and, upon vote unanimously carried, the Board authorized the District Accountant to prepare and execute the Certification, and

RECORD OF PROCEEDINGS

directed the District Accountant to file the Certification with the Assessor and other interested parties.

Resolution Authorizing Adjustment of the Districts' Mill Levy in Accordance with the Service Plan: It was determined that adoption of a Resolution Authorizing Adjustment of the Districts' Mill Levy in Accordance with the Service Plan was not necessary.

2025 Budget Preparation: The Board discussed the preparation of the 2025 Budget.

Following discussion, upon motion duly made by Director Newman, seconded by Director Wenskoski and, upon vote unanimously carried, the Board appointed the District Accountant to prepare the 2025 Budget.

2023 Audit: The Board reviewed the proposal from Dazzio & Associates, P.C. to perform the 2023 Audit.

Following discussion, upon motion duly made by Director Newman, seconded by Director Davidson and, upon vote unanimously carried, the Board approved the engagement of Dazzio & Associates, P.C. to perform the 2023 Audit, for an amount not to exceed \$4,700.

Special Districts Master Service Agreement and Special Districts Preparation Statements of Work by and between the District and CliftonLarsonAllen LLP for 2024 Accounting Services: The Board reviewed the Special Districts Master Service Agreement and Special Districts Preparation Statements of Work.

Following review, upon motion duly made by Director Wenskoski, seconded by Director Newman and, upon vote unanimously carried, the Board approved the Special Districts Master Service Agreement and Special Districts Preparation Statements of Work by and between the District and CliftonLarsonAllen LLP for 2024 Accounting Services.

Cost Verification Report: The Board deferred this matter.

Reimbursement to JV Denargo LLC pursuant to 2022-2025 Facilities Funding and Acquisition Agreement by and between District No. 1 and JV Denargo LLC: The Board deferred this matter.

LEGAL MATTERS

§32-1-809, C.R.S. Requirements and Compliance for 2024: The Board discussed §32-1-809, C.R.S. requirements and directed staff regarding compliance for 2024 (post the Transparency Notice on the SDA and District website).

RECORD OF PROCEEDINGS

Resolution Amending Policy on Colorado Open Records Act Requests:

Attorney Williams presented the Resolution Amending Policy on Colorado Open Records Act Requests.

Following discussion, upon motion duly made by Director Newman, seconded by Director Wenskoski and, upon vote unanimously carried, the Board adopted the Resolution Amending Policy on Colorado Open Records Act Requests.

Resolution of the Board of Directors of the District Adopting Second Amended and Restated Rules and Regulations for Construction Activity:

Attorney Williams presented the Resolution of the Board of Directors of the District Adopting Second Amended and Restated Rules and Regulations for Construction Activity.

Following discussion, upon motion duly made by Director Davidson, seconded by Director Newman and, upon vote unanimously carried, the Board adopted the Resolution of the Board of Directors of the District Adopting Second Amended and Restated Rules and Regulations for Construction Activity.

Status of Temporary Construction Easement Agreement by and between District No. 1 and JV LODO Denargo LLC: Attorney Williams provided an update to the Board on the status of a Temporary Construction Easement Agreement by and between the District and JV LODO Denargo LLC.

OPERATION AND MAINTENANCE

Service Agreement for Snow Removal Services: The Board reviewed a Service Agreement for Snow Removal Services by and between District No. 1 and BrightView Landscape Services, Inc.

Following discussion, upon motion duly made by Director Newman, seconded by Director Wenskoski and, upon vote unanimously carried, the Board ratified approval of the Service Agreement for Snow Removal Services by and between the District and BrightView Landscape Services, Inc.

Service Agreement for Site Lighting Maintenance: The Board reviewed a Service Agreement for Site Lighting Maintenance by and between the District and Colorado Lighting, Inc.

Following discussion, upon motion duly made by Director Newman, seconded by Director Wenskoski and, upon vote, unanimously carried, the Board ratified approval of the Service Agreement for Site Lighting Maintenance by and between District No. 1 and Colorado Lighting, Inc.

RECORD OF PROCEEDINGS

OTHER MATTERS

Stormwater: Director Davidson discussed the status of verifying the District owned stormwater assets and scheduling same for inspection. Mr. Solin noted that he anticipates the stormwater systems will be inspected soon.

Street Parking: It was noted that there should not be any street parking near the corner of 28th Street and Delgany Street, near storm ditch. Mr. Solin advised the Board that he would look into this, noting that he believes “no parking” signs were previously ordered.

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE DENARGO MARKET METROPOLITAN DISTRICT NO. 2 HELD NOVEMBER 14, 2023

A Regular 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 14th day of November 2023, at 4:30 p.m. The District Board meeting was held via video / telephonic means (Zoom). The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Laura H. Newman
Todd T. Wenskoski
Wade Davidson

Following discussion, upon motion duly made by Director Newman, seconded by Director Wenskoski and, upon vote unanimously carried, the absences of Director Jones and Director Kuyper were excused.

Also In Attendance Were:

David Solin; Special District Management Services, Inc. (“SDMS”)

Paula Williams, Esq. and Kate Olson, Esq.; McGeady Becher P.C.

Jason Carroll (for a portion of the meeting) and Lindsay Ross (for a portion of the meeting); CliftonLarsonAllen LLP

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. Mr. Solin 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 applicable disclosures were made by the Board members prior to this meeting in accordance with the statutes.

RECORD OF PROCEEDINGS

Confirmation of Quorum, Location of Meeting and Posting of Meeting

Notice: Mr. Solin 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. It was noted that the District Board meeting was held, and properly noticed to be held electronically, via video / telephonic means (Zoom). 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. Solin presented a proposed Agenda for the District's Regular Meeting.

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

Minutes: The Board reviewed the Minutes of the October 5, 2023 Special Meeting and the October 30, 2023 Work Session.

Following discussion, upon motion duly made by Director Newman, seconded by Director Davidson and, upon vote unanimously carried, the Minutes of the October 5, 2023 Special Meeting and the October 30, 2023 Work Session were approved.

Appointment of Officers: The Board entered into discussion regarding the appointment of officers.

Following discussion, upon motion duly made by Director Newman, seconded by Director Jones and, upon vote unanimously carried, the following slate of officers was appointed:

President	Laura H. Newman
Treasurer	Jeffrey D. Jones
Secretary	David Solin
Assistant Secretary	Todd T. Wenskoski
Assistant Secretary	Wade Davidson
Assistant Secretary	Michael Kuyper

Resolution Establishing Regular Meeting Dates, Time and Location, and

Designating Location for Posting 24-Hour Notices: Mr. Solin reviewed the business to be conducted in 2024 to meet statutory compliance requirements. The Board determined to hold regular meetings in 2024 at 4:30 p.m. on March 12, June 18, September 17 and November 12, 2024 via video / telephone conference (Zoom).

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Jones, seconded by Director Newman and, upon vote unanimously carried, the Board adopted the Resolution Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices.

Insurance Matters: Attorney Williams reported to the Board on potential cyber security issues and a proposed increase in crime coverage related to same.

Cyber Security and Increased Crime Coverage: The Board deferred consideration of this matter.

Insurance Committee: The Board determined establishment of an insurance committee was not necessary at this time.

District's Insurance and Special District Association ("SDA") Membership: The Board discussed the renewal of the District's Insurance and SDA membership for 2024.

Following discussion, upon motion duly made by Director Newman, seconded by Director Davidson and, upon vote unanimously carried, the Board authorized the renewal of the District's insurance and SDA membership for 2024.

PUBLIC COMMENT

There were no public comments.

FINANCIAL MATTERS

Unaudited Financial Statements: Mr. Carroll reviewed the Unaudited Financial Statements through the period ending September 30, 2023 and the Schedule of Cash Position updated as of October 20, 2023, with the Board.

Following review, upon motion duly made by Director Newman, seconded by Director Davidson and, upon vote unanimously carried, the Board accepted the Unaudited Financial Statements through the period ending September 30, 2023 and Schedule of Cash Position updated as of October 20, 2023.

2023 Budget Amendment Hearing: The President opened the public hearing to consider the Resolution to Amend the 2023 Budget and discuss related issues.

It was noted that publication of a Notice stating that the Board would consider adoption of a Resolution to Amend the 2023 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.

RECORD OF PROCEEDINGS

Following review and discussion, upon motion duly made by Director Newman, seconded by Director Wenskoski and, upon vote unanimously carried, the Board adopted the Resolution to Amend the 2023 Budget.

2024 Budget Hearing: The President opened the public hearing to consider the proposed 2024 Budget and discuss related issues.

It was noted that publication of a Notice stating that the Board would consider adoption of the 2024 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, or at this public hearing. No public comments were received and the President closed the public hearing.

Mr. Carroll reviewed the estimated 2023 expenditures and the proposed 2024 revenues and expenditures.

Following discussion, upon motion duly made by Director Newman, seconded by Director Wenskoski and, upon vote unanimously carried, the Board adopted the Resolution to Adopt the 2024 Budget and Appropriate Sums of Money and the Resolution to Set Mill Levies (General Fund: 11.675 mills, Debt Service Fund: 39.000 mills; Total: 50.675 mills), and authorized execution of the Certification of Budget. Mr. Solin was directed to transmit the Certification of Tax Levies to the Denver Assessor not later than January 10, 2024. Mr. Solin was further directed to transmit the Certification of Budget to the Division of Local Government not later than January 31, 2024.

DLG-70 Certification of Tax Levies Form (“Certification”): The Board discussed the preparation and filing of the Certification.

Following discussion, upon motion duly made by Director Newman, seconded by Director Wenskoski and, upon vote unanimously carried, the Board authorized the District Accountant to prepare and execute the Certification, and directed the District Accountant to file the Certification with the Assessor and other interested parties.

Resolution Authorizing Adjustment of the District’s Mill Levy in Accordance with the Service Plan: The Board discussed a Resolution Authorizing Adjustment of the District’s Mill Levy in Accordance with the Service Plan

Following discussion, upon motion duly made by Director Newman, seconded by Director Wenskoski and, upon vote unanimously carried, the Board adopted the Resolution Authorizing Adjustment of the District’s Mill Levy in Accordance with the Service Plan.

RECORD OF PROCEEDINGS

2025 Budget Preparation: The Board discussed the preparation of the 2025 Budget.

Following discussion, upon motion duly made by Director Newman, seconded by Director Wenskoski and, upon vote unanimously carried, the Board appointed the District Accountant to prepare the 2025 Budget.

2023 Audit: The Board reviewed the proposal from Dazzio & Associates, P.C. to perform the 2023 Audit.

Following discussion, upon motion duly made by Director Newman, seconded by Director Davidson and, upon vote unanimously carried, the Board approved the engagement of Dazzio & Associates, P.C. to perform the 2023 Audit, for an amount not to exceed \$5,000.

Special Districts Master Service Agreement and Special Districts Preparation Statements of Work by and between the District and CliftonLarsonAllen LLP for 2024 Accounting Services: Following discussion, it was determined that a Special Districts Master Services Agreement and Statements of Work for 2024 Accounting Services by and between the District and CliftonLarsonAllen LLP were not necessary (services for the District provided under the Agreement with Denargo Market Metropolitan District No. 1).

LEGAL MATTERS

§32-1-809, C.R.S. Requirements and Compliance for 2024: The Board discussed §32-1-809, C.R.S. requirements and directed staff regarding compliance for 2024 (post the Transparency Notice on the SDA and District website).

Resolution Amending Policy on Colorado Open Records Act Requests: Attorney Williams presented the Resolution Amending Policy on Colorado Open Records Act Requests.

Following discussion, upon motion duly made by Director Newman, seconded by Director Wenskoski and, upon vote unanimously carried, the Board adopted the Resolution Amending Policy on Colorado Open Records Act Requests.

November 7, 2023 Election: Attorney Williams provided a report to the Board on the November 7, 2023 Election results.

OPERATION AND MAINTENANCE

There were no operation and maintenance matters discussed at this time.

RECORD OF PROCEEDINGS

OTHER MATTERS

There were no other matters to discuss at this time.

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE DENARGO MARKET METROPOLITAN DISTRICT NO. 3 HELD NOVEMBER 14, 2023

A Regular Meeting of the Board of Directors (referred to hereafter as the “Board”) of the Denargo Market Metropolitan District No. 3 (referred to hereafter as the “District”) was held on Thursday, the 14th day of November 2023, at 4:30 p.m. The District Board meeting was held via video / telephonic means (Zoom). The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Laura H. Newman
Todd T. Wenskoski
Wade Davidson

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

Also In Attendance Were:

David Solin; Special District Management Services, Inc. (“SDMS”)

Paula Williams, Esq. and Kate Olson, Esq.; McGeady Becher P.C.

Jason Carroll (for a portion of the meeting) and Lindsay Ross (for a portion of the meeting); CliftonLarsonAllen LLP

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. Mr. Solin 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 applicable disclosures were made by the Board members prior to this meeting in accordance with the statutes.

RECORD OF PROCEEDINGS

Confirmation of Quorum, Location of Meeting and Posting of Meeting

Notice: Mr. Solin 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. It was noted that the District Board meeting was held, and properly noticed to be held electronically, via video / telephonic means (via Zoom). 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. Solin presented a proposed Agenda for the District's Regular Meeting.

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

Minutes: The Board reviewed the Minutes of the October 5, 2023 Special Meeting and the October 30, 2023 Work Session.

Following discussion, upon motion duly made by Director Newman, seconded by Director Davidson and, upon vote unanimously carried, the Minutes of the October 5, 2023 Special Meeting and the October 30, 2023 Work Session were approved.

Appointment of Officers: The Board entered into discussion regarding the appointment of officers.

Following discussion, upon motion duly made by Director Newman, seconded by Director Jones and, upon vote unanimously carried, the following slate of officers was appointed:

President	Laura H. Newman
Treasurer	Jeffrey D. Jones
Secretary	David Solin
Assistant Secretary	Todd T. Wenskoski
Assistant Secretary	Wade Davidson
Assistant Secretary	Michael Kuyper

Resolution Establishing Regular Meeting Dates, Time and Location, and

Designating Location for Posting 24-Hour Notices: Mr. Solin reviewed the business to be conducted in 2024 to meet statutory compliance requirements. The Board determined to hold regular meetings in 2024 at 4:30 p.m. on March 12, June 18, September 17 and November 12, 2024 via video / telephone conference (Zoom).

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Jones, seconded by Director Newman and, upon vote unanimously carried, the Board adopted the Resolution Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices.

Insurance Matters: Attorney Williams reported to the Board on potential cyber security issues and a proposed increase in crime coverage related to same.

Cyber Security and Increased Crime Coverage: The Board deferred consideration of this matter.

Insurance Committee: The Board determined establishment of an insurance committee was not necessary at this time.

District's Insurance and Special District Association ("SDA") Membership: The Board discussed the renewal of the District's Insurance and SDA membership for 2024.

Following discussion, upon motion duly made by Director Newman, seconded by Director Davidson and, upon vote unanimously carried, the Board authorized the renewal of the District's insurance and SDA membership for 2024.

PUBLIC COMMENT

There were no public comments.

FINANCIAL MATTERS

Unaudited Financial Statements: Mr. Carroll reviewed the Unaudited Financial Statements through the period ending September 30, 2023 and Schedule of Cash Position updated as of October 20, 2023, with the Board.

Following review, upon motion duly made by Director Newman, seconded by Director Davidson and, upon vote unanimously carried, the Board accepted the Unaudited Financial Statements through the period ending September 30, 2023 and Schedule of Cash Position updated as of October 20, 2023.

2023 Budget Amendment Hearing: The President opened the public hearing to consider the Resolution to Amend the 2023 Budget and discuss related issues.

It was noted that publication of a Notice stating that the Board would consider adoption of a Resolution to Amend the 2023 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, it was determined that a 2023 Budget Amendment was not necessary.

RECORD OF PROCEEDINGS

2024 Budget Hearing: The President opened the public hearing to consider the proposed 2024 Budget and discuss related issues.

It was noted that publication of a Notice stating that the Board would consider adoption of the 2024 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, or at this public hearing. No public comments were received and the President closed the public hearing.

Mr. Carroll reviewed the estimated 2023 expenditures and the proposed 2024 revenues and expenditures.

Following discussion, upon motion duly made by Director Newman, seconded by Director Wenskoski and, upon vote unanimously carried, the Board adopted the Resolution to Adopt the 2024 Budget and Appropriate Sums of Money and the Resolution to Set Mill Levies (General Fund: 10.394 mills, Debt Service Fund: 39.000 mills; Total: 49.394 mills), and authorized execution of the Certification of Budget. Mr. Solin was directed to transmit the Certification of Tax Levies to the Denver Assessor not later than January 10, 2024. Mr. Solin was further directed to transmit the Certification of Budget to the Division of Local Government not later than January 31, 2024.

DLG-70 Certification of Tax Levies Form (“Certification”): The Board discussed the preparation and filing of the Certification.

Following discussion, upon motion duly made by Director Newman, seconded by Director Wenskoski and, upon vote unanimously carried, the Board authorized the District Accountant to prepare and execute the Certification, and directed the District Accountant to file the Certification with the Assessor and other interested parties.

Resolution Authorizing Adjustment of the District’s Mill Levy in Accordance with the Service Plan: The Board discussed a Resolution Authorizing Adjustment of the District’s Mill Levy in Accordance with the Service Plan

Following discussion, upon motion duly made by Director Newman, seconded by Director Wenskoski and, upon vote unanimously carried, the Board adopted the Resolution Authorizing Adjustment of the District’s Mill Levy in Accordance with the Service Plan.

2025 Budget Preparation: The Board discussed the preparation of the 2025 Budget.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Newman, seconded by Director Wenskoski and, upon vote unanimously carried, the Board appointed the District Accountant to prepare the 2025 Budget.

2023 Audit: The Board reviewed the proposal from Dazzio & Associates, P.C. to perform the 2023 Audit.

Following discussion, upon motion duly made by Director Newman, seconded by Director Davidson and, upon vote unanimously carried, the Board approved the engagement of Dazzio & Associates, P.C. to perform the 2023 Audit, for an amount not to exceed \$4,700.

Special Districts Master Service Agreement and Special Districts Preparation Statements of Work by and between the District and CliftonLarsonAllen LLP for 2024 Accounting Services: Following discussion, it was determined that a Special Districts Master Services Agreement and Statements of Work for 2024 Accounting Services by and between the District and CliftonLarsonAllen LLP were not necessary (services for the District provided under the Agreement with Denargo Market Metropolitan District No. 1).

LEGAL MATTERS

§32-1-809, C.R.S. Requirements and Compliance for 2024: The Board discussed §32-1-809, C.R.S. requirements and directed staff regarding compliance for 2024 (post the Transparency Notice on the SDA and District website).

Resolution Amending Policy on Colorado Open Records Act Requests: Attorney Williams presented the Resolution Amending Policy on Colorado Open Records Act Requests.

Following discussion, upon motion duly made by Director Newman, seconded by Director Wenskoski and, upon vote unanimously carried, the Board adopted the Resolution Amending Policy on Colorado Open Records Act Requests.

OPERATION AND MAINTENANCE

There were no operation and maintenance matters discussed at this time.

OTHER MATTERS

There were no other matters to discuss at this time.

RECORD OF PROCEEDINGS

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

**MINUTES OF THE STATUTORY ANNUAL MEETING OF
THE BOARDS OF DIRECTORS OF
DENARGO MARKET METROPOLITAN DISTRICT NOS. 1, 2 AND 3
(COLLECTIVELY THE “DISTRICTS”)
HELD
NOVEMBER 14, 2023**

Pursuant to Section 32-1-903(6), C.R.S., a statutory annual meeting of the Boards of Directors of the Districts (referred to hereafter collectively as the “Boards”) was convened on November, 14, 2023, at 4:15 p.m., via video / telephone conference (Zoom). The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Laura H. Newman
Todd T. Wenskoski

Also In Attendance Were:

David Solin; Special District Management Services, Inc. (“SDMS”)

Paula Williams, Esq. and Kate Olson, Esq.; McGeady Becher P.C.

ANNUAL MEETING ITEMS

Confirmation of Posting of Annual Meeting Notice: It was noted for the record that notice of the time, date and location of the annual meeting was duly posted on the Districts’ website and that no objections to the means of hosting the meeting by taxpaying electors within any of the Districts’ boundaries have been received.

Presentation Regarding the Status of the Public Infrastructure Projects Within the Districts and Outstanding Bonds: The Districts’ consultants were available to present information regarding the status of public infrastructure projects within the Districts, including the status of outstanding bonds. There was no public in attendance.

Unaudited Financial Statements, Including Year-to-Date Revenue and Expenditures of the Districts in Relation to the Adopted Budgets, for the Calendar Year: The District Manager was available to present the Districts’ Unaudited Financial Statements, including year-to-date revenue and expenditures of the Districts in relation to the Districts’ respective adopted budgets, for the calendar year. There was no public in attendance.

RECORD OF PROCEEDINGS

Public Questions: There were no public questions.

ADJOURNMENT

There being no further business to come before the Boards at this time, the annual meeting was adjourned.

Respectfully submitted,

By _____
Secretary for the Annual Meeting

Denargo Market Metropolitan District No. 1
November-23

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
Brightview Landscape Services	8657022	11/1/2023	11/16/2023	\$ 1,556.00	Landscape & irrigation repairs	7585-45240-00007
CliftonLarsonAllen, LLP	3956346	11/6/2023	11/6/2023	\$ 6,738.80	Accounting	7000
Colorado Lighting Inc	NI274113	10/27/2023	11/26/2023	\$ 20.00	Site lighting	7801-45240
Colorado Special District Property & Liability Pool	24PL-61095-2245	10/17/2023	10/17/2023	\$ 8,361.00	Prepaid Insurance	1280
Denver Water	3150 October 2023	10/13/2023	11/3/2023	\$ 25.70	Utilities	7701
Denver Water	1787482422	10/13/2023	11/3/2023	\$ 60.70	Utilities	7701
Diversified Underground	28655	10/31/2023	11/30/2023	\$ 860.00	Locates	7804-45240
Jpden Consulting	101	11/1/2023	11/1/2023	\$ 730.00	Security	7570
Special District Management Services	D2 10.2023	10/31/2023	10/31/2023	\$ 865.40	District management	7440
Special District Management Services	D1 10.2023	10/31/2023	10/31/2023	\$ 6,552.07	District management	7440
Special District Management Services	D3 10.2023	10/31/2023	10/31/2023	\$ 708.60	District management	7440
Triunity Engineering & Management	100517-39	10/24/2023	10/24/2023	\$ 13,799.00	Site inspection	7802-45240
Utility Notification Center	223100460	10/31/2023	10/31/2023	\$ 24.51	Locates	7804-45240
Xcel Energy	848644537	10/11/2023	10/31/2023	\$ 145.59	Utilities	7701
Xcel Energy	849639430	10/18/2023	11/7/2023	\$ 169.87	Utilities	7701
				\$ 40,617.24		

Denargo Market Metropolitan District No. 1
November-23

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 40,617.24			\$ 40,617.24
Payroll	\$ 369.40	\$ -	\$ -	\$ 369.40
Total Disbursements from Checking Acct	\$ 40,986.64	\$ -	\$ -	\$ 40,986.64

Denargo Market Metropolitan District No. 1
December-23

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
Brightview Landscape Services	8682274	11/15/2023	11/30/2023	\$ 1,064.70	Snow removal	7595
Brightview Landscape Services	8696806	12/1/2023	12/16/2023	\$ 1,556.00	Landscape & Options	7585-45240-10000
Brightview Landscape Services	8707853	11/29/2023	12/14/2023	\$ 650.30	Snow removal	7595
CliftonLarsonAllen, LLP	3985556	11/30/2023	11/30/2023	\$ 3,261.51	Accounting	7000
Colorado Lighting Inc	554139	11/15/2023	12/15/2023	\$ 806.57	Site lighting	7801-45240
Colorado Lighting Inc	NI276560	11/30/2023	12/30/2023	\$ 20.00	Site lighting	7801-45240
Denver Water	3150 November 2023	11/13/2023	12/4/2023	\$ 25.70	Utilities	7701
Denver Water	3250 November 2023	11/13/2023	12/4/2023	\$ 25.70	Utilities	7701
Diversified Underground	28805	11/30/2023	12/30/2023	\$ 2,190.00	Locates	7804-45240
Jpden Consulting	102	12/1/2023	12/1/2023	\$ 710.00	Security	7570
Mcgeady Becher P.C	1057W 10.2023	10/31/2023	10/31/2023	\$ 6,579.22	Legal	7460
Mcgeady Becher P.C	1057W 10.2023	10/31/2023	10/31/2023	\$ 2,015.58	Election	7581
Special District Management Services	D1 11.2023	11/30/2023	11/30/2023	\$ 4,038.99	District management	7440
Special District Management Services	D2 11.2023	11/30/2023	11/30/2023	\$ 749.40	District management	7440
Special District Management Services	D3 11.2023	11/30/2023	11/30/2023	\$ 3,369.00	District management	7440
Triunity Engineering & Management	100517-40	11/30/2023	11/30/2023	\$ 12,030.00	Site inspection	7802-45240
Utility Notification Center	223110443	11/30/2023	11/30/2023	\$ 38.70	Locates	7804-45240
Xcel Energy	852706467	11/9/2023	12/1/2023	\$ 185.00	Utilities	7701
Xcel Energy	853507814	11/15/2023	12/7/2023	\$ 39.50	Utilities	7701
				\$ 39,355.87		

Denargo Market Metropolitan District No. 1
December-23

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 39,355.87			\$ 39,355.87
Payroll	\$ 277.05	\$ -	\$ -	\$ 277.05
Total Disbursements from Checking Acct	\$ 39,632.92	\$ -	\$ -	\$ 39,632.92

Denargo Market Metropolitan District No. 1
January-24

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
Brightview Landscape Services	8742463	12/29/2023	1/13/2024	\$ 4,691.26	Snow removal	7595
Brightview Landscape Services	8722488	12/19/2023	1/3/2024	\$ 433.53	Snow removal	7595
Colorado Lighting Inc	556187	1/4/2024	2/3/2024	\$ 366.83	Site lighting	7801-45240
Colorado Lighting Inc	NI279252	1/8/2024	2/7/2024	\$ 20.00	Site lighting	7801-45240
Denver Water	3250 December 2023	12/12/2023	12/12/2023	\$ 25.70	Utilities	7701
Denver Water	3150 December 2023	12/12/2023	12/12/2023	\$ 25.70	Utilities	7701
Diversified Underground	28971	12/31/2023	1/30/2024	\$ 995.00	Locates	7804-45240
Jpden Consulting	103	12/31/2023	12/31/2023	\$ 870.00	Security	7570
Mcgeady Becher P.C	1057W 12-2023	12/31/2023	12/31/2023	\$ 1,794.77	Legal	7460
Mcgeady Becher P.C	1057W 12-2023	12/31/2023	12/31/2023	\$ 436.32	Election	7581
Mcgeady Becher P.C	1057W 11-2023	11/30/2023	11/30/2023	\$ 3,873.39	Legal	7460
Mcgeady Becher P.C	1057W 11-2023	11/30/2023	11/30/2023	\$ 1,213.51	Election	7581
Special District Management Services	D3 12-2023	12/31/2023	12/31/2023	\$ 256.00	District management	7440
Special District Management Services	D1 12-2023	12/31/2023	12/31/2023	\$ 5,791.40	District management	7440
Special District Management Services	D2 12-2023	12/31/2023	12/31/2023	\$ 336.00	District management	7440
Triunity Engineering & Management	100517-41	12/21/2023	12/21/2023	\$ 9,283.50	Site inspection	7802-45240
Utility Notification Center	223120420	12/31/2023	12/31/2023	\$ 45.15	Locates	7804-45240
Xcel Energy	856797686	12/12/2023	12/12/2023	\$ 288.32	Utilities	7701
Xcel Energy	857787411	12/19/2023	12/19/2023	\$ 138.54	Utilities	7701
				\$ 30,884.92		

Denargo Market Metropolitan District No. 1
January-24

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 30,884.92			\$ 30,884.92
Payroll		\$ -	\$ -	\$ -
Total Disbursements from Checking Acct	\$ 30,884.92	\$ -	\$ -	\$ 30,884.92

Denargo Market Metropolitan District No. 1

February-24

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
Brightview Landscape Services	8751926	1/16/2024	1/31/2024	\$ 433.53	Snow removal	7595
Brightview Landscape Services	8759364	1/24/2024	2/8/2024	\$ 1,768.48	Snow removal	7595
Brightview Landscape Services	8759451	1/24/2024	2/8/2024	\$ 6,474.41	Snow removal	7595
CliftonLarsonAllen, LLP	L241070237	2/13/2024	2/13/2024	\$ 1,767.34	Accounting	7000
Colorado Lighting Inc	NI281900	2/2/2024	3/3/2024	\$ 20.00	Site lighting	7801-45240
Denver Water	3150 January 2024	1/11/2024	1/11/2024	\$ 27.01	Utilities	7701
Denver Water	3250 January 2024	1/11/2024	1/11/2024	\$ 27.01	Utilities	7701
Diversified Underground	29146	1/31/2024	3/1/2024	\$ 2,070.00	Locates	7804-45240
Jpden Consulting	104	1/31/2024	1/31/2024	\$ 2,040.00	Security	7570
Manager of Finance	CLERK-202369449-00	1/31/2024	1/31/2024	\$ 8,972.27	Election	7581
Mcgeady Becher P.C	1057W 1.2024	1/31/2024	1/31/2024	\$ 2,906.79	Legal	7460
Schedio Group LLC	220102-2519	2/5/2024	3/6/2024	\$ 3,580.00	Fence and sign maintenance	7587
Special District Association	D2 2024 Renewal	2/12/2024	2/12/2024	\$ 239.26	Dues and membership	7350
Special District Association	D1 2024 Renewal	2/12/2024	2/12/2024	\$ 710.06	Dues and membership	7350
Special District Association	D3 2024 Renewal	2/12/2024	2/12/2024	\$ 231.16	Dues and membership	7350
Special District Management Services	D2 1.2024	1/31/2024	1/31/2024	\$ 524.30	District management	7440
Special District Management Services	D3 1.2024	1/31/2024	1/31/2024	\$ 734.17	District management	7440
Special District Management Services	D1 1.2024	1/31/2024	1/31/2024	\$ 9,171.29	District management	7440
Triunity Engineering & Management	100517-42	1/22/2024	1/22/2024	\$ 10,584.50	Site inspection	7802-45240
Utility Notification Center	224010415	1/31/2024	1/31/2024	\$ 63.21	Locates	7804-45240
Xcel Energy	861705998	1/19/2024	1/19/2024	\$ 139.42	Utilities	7701
Xcel Energy	861137660	1/16/2024	1/16/2024	\$ 185.03	Utilities	7701
stormwater compliance solutions llc	12490	2/1/2024	3/2/2024	\$ 1,100.00	-	-
				\$ 53,769.24		

Denargo Market Metropolitan District No. 1
February-24

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 53,769.24			\$ 53,769.24
Payroll		\$ -	\$ -	\$ -
Total Disbursements from Checking Acct	\$ 53,769.24	\$ -	\$ -	\$ 53,769.24

2022-2025 FACILITIES FUNDING AND ACQUISITION AGREEMENT

This **2022-2025 FACILITIES FUNDING AND ACQUISITION AGREEMENT** (“**Agreement**”) is made and entered into this 29th day of January, 2024, by and between **DENARGO MARKET METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **JV LODO DENARGO LLC**, a Delaware limited liability company, its successors and assigns (the “**Developer**”) (each a “**Party**”, and collectively, the “**Parties**”).

RECITALS

- A. The District and JV Denargo LLC, a Delaware limited liability company (“**Original Developer**”) entered into that certain 2022-2025 Facilities Funding and Acquisition Agreement dated October 11, 2022 (the “**Prior Agreement**”).
- B. Simultaneously with the execution of this Agreement, the District and Original Developer entered into that certain Termination of 2022-2025 Facilities Funding and Acquisition Agreement (the “**Termination**”) to terminate the Prior Agreement and directing the District to enter into this Agreement so that all amounts owing to Prior Developer under the Prior Agreement, which consists of Construction Related Expenses (the “**Prior Advances**”), shall be paid to the Developer.
- C. The Developer is developing property within a project located in the City and County of Denver, Colorado, commonly known as Denargo Market (the “**Property**”).
- D. The Property is within the boundaries and/or service area of the District.
- E. The District was organized on June 30, 2010 (“**Organization Date**”).
- F. Pursuant to the authority granted to the District by its Service Plan, as approved by the City Council for the City and County of Denver on March 8, 2010, as it may be amended from time to time (the “**Service Plan**”), the District is authorized to construct, acquire and install public improvements, including water, sanitation (including storm drainage), street, safety protection, park and recreation, transportation, and mosquito control and other facilities and services (“**Improvements**”), which benefit property within the District’s boundaries and/or service area.
- G. The District, Denargo Market Metropolitan District No. 2 (“**District No. 2**”), and Denargo Market Metropolitan District No. 3 (“**District No. 3**”) have entered into a Memorandum of Understanding dated October 29, 2010, as amended by that First Amendment to Memorandum of Understanding dated August 22, 2016 (the “**MOU**”).
- H. Pursuant to the MOU, the District has agreed to provide for the construction or acquisition of certain Improvements.
- I. In order for the Property to be developed, the Improvements need to be constructed and/or acquired.

J. District No. 3 has issued bonds, however, the proceeds of such bonds may not be sufficient to fund the cost of construction of the Improvements or to acquire the Improvements.

K. In the event the District No. 3 bond proceeds are insufficient to pay for all Improvements or if Developer constructs Improvements not being constructed by the District, the District may use existing bond proceeds or may issue future bonds, to be utilized in part to reimburse the Developer for the Prior Advances, Construction Related Expenses and/or acquisition of Improvements.

L. Funds related to the design, testing, engineering, and construction of the Improvements, together with the related consultant and management fees associated with the construction of the Improvements, have been and/or will be expended by the Parties (“**Construction Related Expenses**”).

M. In order to encourage development within the District, the District and the Developer have determined that until bonds are issued it is in the best interests of the District for the Developer to advance funds to the District for the Prior Advances, Construction Related Expenses and/or for the District’s acquisition of the Improvements upon completion, and the Developer is willing to so proceed.

N. The District desires to reimburse the Developer for the Prior Advances and Construction Related Expenses and to acquire such Improvements completed by the Developer.

O. The District and the Developer desire to set forth the rights, obligations, and procedures for the acquisition of the Improvements and for the District to reimburse the Developer as provided herein.

NOW, THEREFORE, in consideration of the foregoing and the respective agreements of the Parties contained herein, the Parties agree as follows:

COVENANTS AND AGREEMENTS

ARTICLE I FUNDING OF ORGANIZATION EXPENSES

1.1 “**INTENTIONALLY DELETED.**”

ARTICLE II FUNDING OF IMPROVEMENTS TO BE CONSTRUCTED BY THE DISTRICT

2.1 Improvements Constructed by the District. The Parties acknowledge that the District may design, construct, and complete certain Improvements and incur Construction Related Expenses in accordance with the provisions of this Article II.

2.2 Acknowledgement of Anticipated Shortfall. The Developer acknowledges that in connection with the construction of the Improvements, the District may incur Construction Related Expenses in reliance upon the Developer’s commitments herein to provide funding. The

total estimated cost to complete construction of the Improvements, including contingencies, is Twenty Five Million Dollars (\$25,000,000) (the “**Shortfall Amount**”).

2.3 Payment of Shortfall. If the District undertakes the design and construction of Improvements, the Developer shall advance funds necessary to fund the Construction Related Expenses incurred by the District on a periodic basis as needed for the fiscal years 2022 through 2025 of the District, up to the Shortfall Amount. The District shall, from time to time, provide written notice to the Developer that an advance of all or part of the Shortfall Amount is required. The Developer shall make an advance of funds to the District within thirty (30) days of receipt from the District of any such written notice that an advance of funds is required (“**Developer Advance**”).

2.4 Request for Additional Developer Advance. If the District requires additional advances above the Shortfall Amount from the Developer for the Construction Related Expenses, the District shall request such additional funds in writing. Such request shall be accompanied by written explanation regarding the reasons additional funds are required. The Developer shall provide written acknowledgement of approval of the increased Shortfall Amount as well as such additional funds within thirty (30) days of receipt of notice requesting such funds. The amount of the additional funds shall be added to and included within the Shortfall Amount and shall be included in the definition of “Developer Advance” as set forth in Section 2.3 above.

2.5 Accounting. The District shall keep an accounting of each Developer Advance, including the accrued and unpaid interest thereon, and shall provide unaudited financial statements reflecting this accounting to the Developer on a quarterly basis.

ARTICLE III CONSTRUCTION OF IMPROVEMENTS TO BE ACQUIRED BY THE DISTRICT

3.1 Improvements Acquired by District. In lieu of or in addition to the District designing and constructing Improvements, the Developer may determine to construct all or a portion of the Improvements for subsequent acquisition by the District. The Parties agree that prior to the Developer requesting that the District acquire any Improvements pursuant to this Agreement, the District shall obtain a certification of an independent engineer that the Construction Related Expenses are reasonable and comparable for similar projects as constructed in the Denver Metropolitan Area, and verification from the District’s accountant that the Construction Related Expenses are reimbursable (“**Verified Costs**”) based on the copies of the invoices, bills, and requests for payment provided to the District pursuant to Section 3.4 herein. The Developer shall provide the District and/or the independent engineer with written evidence of the date that payment was made by the Developer for all Verified Costs. The Developer shall advance to the District funds necessary to pay the costs incurred by the District for such review and cost verification, including legal, accounting, management and engineering expenses, provided that such amounts advanced shall be included in the Verified Costs subject to reimbursement by the District.

3.2 Construction Contract Requirements. The Developer agrees that any construction contract for all or any portion of the Improvements shall require the contractor to provide a warranty from the date of initial acceptance of the completed Improvements and a security

mechanism to secure the warranty approved by the District or as required by the applicable government entity to which the Improvements shall be dedicated, and the form and amount of the security and warranty shall follow City and County of Denver requirements.

3.3 Periodic Reports. If the District so requests, the Developer will provide periodic reports on the status of completion of the Improvements and/or accounting of Construction Related Expenses.

3.4 Acquisition of the Improvements. The District shall acquire the Improvements after preliminary acceptance from the appropriate accepting jurisdiction and prior to final acceptance upon receipt, review and approval by the District's accountant and engineer, as applicable, of the following:

- (a) As-built drawings for the Improvements to be conveyed by the Developer;
- (b) Lien waivers and indemnifications from each contractor verifying that all amounts due to contractors, subcontractors, material providers, or suppliers have been paid in full, in a form acceptable to the District;
- (c) An assignment from the Developer to the District of any warranties associated with the Improvements, in a form acceptable to the District, such as a warranty agreement;
- (d) Copies of all contracts, pay requests, change orders, invoices and evidence of payment of same, the final AIA payment form (or similar form approved by the District), canceled checks, and any other requested documentation to verify the amount of reimbursable Construction Costs requested;
- (e) An executed Bill of Sale conveying the Improvements to the District, substantially in the form attached hereto as **Exhibit A**; and
- (f) Such other documentation, records and verifications as may reasonably be required by the District.

ARTICLE IV REIMBURSEMENT OF DEVELOPER

4.1 Acknowledgement of Prior Advances. The District acknowledges that Prior Developer expended funds for Construction Related Expenses pursuant to the Prior Agreement and has provided written documentation to the District's independent cost verification engineer (the "**District Engineer**") relative to such Prior Advances, such documentation is deemed to be satisfactory to the District. Based upon the District Engineer's verification of the documentation in determining the amount of the Prior Advances, and in accordance with the Termination, such amounts shall be payable to Developer in accordance with this Article IV.

4.2 Reimbursement of Developer. Subject to the receipt of funding pursuant to Section 4.3 herein and all other applicable provisions hereof, the District agrees to make payment

to the Developer for all Prior Advances, Developer Advances and Verified Costs, together with interest thereon, unless otherwise agreed to in writing by the Parties.

4.3 Interest and Payment Priority. Simple interest shall accrue on Prior Advances and Construction Related Expenses at the rate of eight percent (8%) per annum until paid in full. For Prior Advances and Construction Related Expenses, simple interest shall accrue on each Developer Advance, from the date of deposit into the District's account. Interest shall be computed on the basis of a 360-day year, calculated for the actual number of days elapsed.

The Parties agree that payments by the District to the Developer shall credit first against accrued and unpaid interest and then to the principal amount due.

4.4 Funding Requirement. The Parties agree that no payment shall be required of the District hereunder unless and until the District issues bonds in an amount sufficient to reimburse the Developer for all or a portion of the Prior Advances, Developer Advances and/or Verified Costs. The District agrees to exercise reasonable efforts to issue bonds at the earliest time practicable to reimburse the Developer subject to the limitations herein. In addition, the District agrees to utilize any available moneys not otherwise pledged to payment of bonds, used for operation and maintenance expenses, or otherwise encumbered, to reimburse the Developer. It is hereby agreed and acknowledged that this Agreement evidences an intent to reimburse the Developer hereunder, but that this Agreement shall not constitute a debt or indebtedness of the District within the meaning of any constitutional or statutory provision, nor shall it constitute a multiple fiscal year financial obligation for the purposes of Article X, Section 20 of the Colorado Constitution, and the making of any reimbursement hereunder shall be at all times subject to annual appropriation by the District. By acceptance of this Agreement, the Developer agrees and consents to all of the limitations in respect of the payment of the principal and interest due hereunder and in the District's Service Plan.

ARTICLE V GENERAL PROVISIONS

5.1 Representations. The Developer hereby represents and warrants to and for the benefit of the District as follows:

(a) The Developer is a Delaware limited liability company in good standing and qualified to conduct business under the laws of the State of Colorado.

(b) The Developer has the full power and legal authority to enter into this Agreement. Neither the execution and delivery of this Agreement nor the compliance by the Developer with any of its terms, covenants or conditions is or shall become a default under any other agreement or contract to which the Developer is a party or by which the Developer is or may be bound. The Developer has taken or performed all requisite acts or actions which may be required by its organizational or operational documents to confirm its authority to execute, deliver and perform each of its obligations under this Agreement.

(c) The Developer represents that it has, or will have at the time of the District's request, sufficient available funds to fulfill its obligations under this Agreement.

(d) The foregoing representations and warranties are made as of the date hereof and shall be deemed continually made by the Developer to the District for the entire term of this Agreement.

5.2 Term; Repose. Notwithstanding anything set forth in this Agreement to the contrary, the District shall not be obligated to the Developer for Construction Related Expenses and/or Verified Costs incurred by the Developer, but not invoiced (as evidenced by the delivery of the documents described in Article 3 above) to the District within three (3) years of the date incurred. In the event the District has not paid or reimbursed the Developer for any Construction Related Expenses and/or Verified Costs by December 31, 2062, whether invoiced or not invoiced by such date, any amount of principal and accrued interest outstanding on such date shall be deemed to be forever discharged and satisfied in full.

5.3 Intentionally Deleted.

5.4 Termination of Reimbursement Obligations. Notwithstanding any provision herein to the contrary, the District's obligations to reimburse the Developer for any and all funds advanced or otherwise payable to the Developer under and pursuant to this Agreement (whether the Developer has already advanced or otherwise paid such funds or intends to make such advances or payments in the future) shall terminate automatically and be of no further force or effect upon the occurrence of (a) the Developer's voluntary dissolution, liquidation, winding up, or cessation to carry on business activities as a going concern; (b) administrative dissolution (or other legal process not initiated by the Developer dissolving the Developer as a legal entity) that is not remedied or cured within sixty (60) days of the effective date of such dissolution or other process; or (c) the initiation of bankruptcy, receivership or similar process or actions with regard to the Developer (whether voluntary or involuntary). The termination of the District's reimbursement obligations as set forth in this Section shall be absolute and binding upon the Developer, its successors and assigns. The Developer, by its execution of this Agreement, waives and releases any and all claims and rights, whether existing now or in the future, against the District relating to or arising out of the District's reimbursement obligations under this Agreement in the event that any of the occurrences described in this Section occur.

5.5 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 FedEx 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: afinn@sdmsi.com
Attn: Ann Finn

With a copy to: McGeady Becher P.C.
450 East 17th Avenue, Suite 400
Denver, CO 80203-1254
Phone: 303-592-4380
Email: legalnotices@specialdistrictlaw.com

To Developer: JV LODO DENARGO LLC
c/o Golub & Company, LLC
625 North Michigan Avenue, Suite 2000
Chicago, Illinois 60611
Attention: Michael Glazier
Phone: 720-440-7718
Email: MGlazier@goco.com

With a copy to: Brownstein Hyatt Farber Schreck
410 17th Street, Suite 2200
Denver, CO 80202
Attention: Caitlin Quander
Phone: 303-223-1100
Email: cquander@bhfs.com

All notices, demands, requests or other communications shall be effective upon such personal delivery, one (1) business day after being deposited with FedEx or other nationally recognized overnight air courier service, on the date of transmission if sent by electronically-confirmed email 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 or contact information.

5.6 Assignment. This Agreement shall not be assignable by the Developer or the District. Notwithstanding the foregoing, following written consent of the District, Developer shall have the right to assign or transfer all or any portion of its interests, rights and obligations under this Agreement to third parties acquiring an interest or estate in the Property, including, but not limited to, purchasers or long-term ground lessees of individual lots, parcels, or of any improvements now or hereafter located within the Property, provided that to the extent the Developer assigns any of its obligations under this Agreement, the assignee of such obligations shall expressly assume such obligations. The express assumption of any of the Developer's obligations under this Agreement by its assignee shall thereby relieve the Developer of any further obligations under this Agreement with respect to the matter so assumed. The District's

consent may be conditioned upon confirmation that the terms of the assignment or assignee will qualify for an exemption from the registration requirements of the Colorado Municipal Bond Supervision Act and the District may require the Developer to pay all costs associated with the District's filing of a Notice of Claim of Exemption pursuant to Section 11-50-110(2) of the Colorado Revised Statutes. The District agrees that it shall not withhold its consent to an assignment provided the Colorado Municipal Bond Supervision Act is complied with and the Developer pays all costs associated with such compliance. If this Agreement is assigned, all the covenants and agreements herein contained shall be binding upon and inure to the benefit of the successors, assigns, heirs and personal representatives of the respective Parties. Any purported assignment without the consent of the District shall be void.

5.7 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 Developer 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 Developer shall be for the sole and exclusive benefit of the District and the Developer.

5.8 Default/Remedies. In the event of a breach or default of this Agreement by either Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity. In the event of any litigation, arbitration or other proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

5.9 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.

5.10 Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

5.11 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.

5.12 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.

5.13 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.

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

5.15 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 Developer unless the same is in writing and duly executed by the Parties hereto.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE TO 2022-2025 FACILITIES FUNDING AND ACQUISITION AGREEMENT

IN WITNESS WHEREOF, the Parties have executed this 2022-2025 Facilities Funding and Acquisition Agreement as of the day and year first set forth above.

DENARGO MARKET METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado

By: Laura Newman
Laura H. Newman, President

Attest:



David Solin, Secretary

JV LODO DENARGO LLC, a Delaware limited liability company

By: JV Denargo LLC, a Delaware limited liability company, its sole member

By: GF Denargo Investor, LLC, a Delaware limited liability company, its manager

By: GOCO Denargo Investors, LLC, its administrative manager

By: Golub Real Estate Corp., its manager

By: Laura Newman
Laura Newman, Authorized Signatory

EXHIBIT I

Improvements

Project Description

Estimated Cost

TERMINATION OF 2022-2025 FACILITIES FUNDING AND ACQUISITION AGREEMENT

THIS **TERMINATION OF 2022-2025 FACILITIES FUNDING AND ACQUISITION AGREEMENT** (“Termination Agreement”) is made and entered into this 29th day of January, 2024 by and between **DENARGO MARKET METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”) and **JV DENARGO LLC**, a Delaware limited liability company (collectively, the “Parties”).

RECITALS

WHEREAS, the Parties previously entered into that certain 2022-2025 Facilities Funding and Acquisition Agreement dated October 11, 2022 (the “**Agreement**”); and

WHEREAS, pursuant to the Agreement, JV Denargo LLC (“**JV**”) agreed to cause to be constructed certain public improvements and upon satisfaction of certain criteria as set forth in the Agreement, for the District to acquire the same and reimburse JV therefor; and

WHEREAS, the Parties acknowledge JV may have expended funds in connection with public improvements that have not been reimbursed under the Agreement (the “**Existing Costs**”); and

WHEREAS, the project is now being developed by JV Lodo Denargo LLC, a Delaware limited liability company (“**New Owner**”) and JV will not cause to be constructed any additional public improvements after the date hereof; and

WHEREAS, JV agrees that any Existing Costs shall cease to be payable to them and shall instead be payable to New Owner, and the Parties desire to terminate the Agreement.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1. **Termination.** The District and JV agree that the Agreement is terminated and of no further force or effect as of the date of this Termination Agreement, that JV has no further obligation to the District under the Agreement, and that the District has no further obligation to reimburse JV under the Agreement, provided, however, any Existing Costs shall now be repaid to New Owner pursuant to a new agreement to be entered into between New Owner and the District.
2. **Representations.** JV represents that it has not transferred, assigned or granted to any other party any rights in the Agreement or the right to reimbursement under the Agreement.
3. **Waiver and Release.** JV hereby waives any and all rights to reimbursement under the Agreement. The District and JV hereby release each other from any and all liabilities, obligations or duties that may have arisen or have been contemplated by the Agreement. The District and JV each agree not to make any claim against the other with respect to the Agreement


or the performance or non-performance of any covenant or condition contained within or contemplated by the Agreement.

IN WITNESS WHEREOF, the District and JV have executed this Termination of 2022-2025 Facilities Funding and Acquisition Agreement as of the date first set forth above.

DENARGO MARKET METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado

By: Laura Newman
President

Attest:


Secretary

JV DENARGO LLC, a Delaware limited liability company

By: GF Denargo Investor, LLC, a Delaware limited liability company, its manager

By: GOCO Denargo Investors, LLC, its administrative manager

By: Golub Real Estate Corp., its manager

By: Laura Newman
Laura Newman, Authorized Signatory

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency of which and receipt of which are hereby acknowledged, DENARGO MARKET METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is c/o Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228 (“**Grantor**”), hereby grants, bargains, sells and conveys to JV LODO DENARGO LLC, a Delaware limited liability company, c/o Golub & Company LLC, 625 North Michigan Avenue, Suite 2000, Chicago, Illinois 60611 (“**Grantee**”), its successors and permitted assigns, a temporary, non-exclusive construction easement on, through, over, upon, across, along and under certain real property as more particularly depicted in Exhibit A attached hereto (“**Temporary Easement Property**”).

The purpose of the Temporary Construction Easement is for the construction and installation of park improvements and utilities, required by and in accordance with the Plans and Specifications (the “**Plans**”) approved by the City of Denver (the “**City**”) which improvements and utilities include, but are not limited to, grading, paving, striping, signage, landscaping, installation of dog park equipment, play equipment and court surfaces together with subsurface utilities, including, but not limited to, water, sanitary sewer, storm sewer, electric and gas mains, lines and facilities, and all fixtures, devices and structures whatsoever necessary or useful in the operation of said park, transmission mains, lines and facilities (the “**Improvements**”). The Plans are listed in Exhibit B attached hereto and incorporated herein by reference. The Improvements shall be completed in two phases (1) Phase One consists of the Brighton Boulevard Open Space, and (2) Phase Two consists of all remaining Improvements. The Grantee has engaged or intends to engage Swinerton Builders (“**Contractor**”) pursuant to a construction contract (the “**Construction Contract**”) to construct the Improvements in accordance with the Plans. Such Easement is granted by Grantor and accepted by the Grantee pursuant to the following terms and conditions:

1. The Grantee, its agents, employees, contractors and consultants, have the non-exclusive right to use and occupy the Temporary Easement Property for all purposes related to the construction and installation of the Improvements, including but not limited to the right to occupy the Temporary Easement Property for the purpose of movement, storage and placement of construction equipment, materials, components, vehicles and personnel, and for the stockpiling of soil and construction materials and components, and for the assembly and staging of the Improvements, including materials and components.

2. The Temporary Construction Easement shall begin on the date of execution of this Temporary Construction Easement and shall expire and be of no further force or effect on Final Completion (as defined in the Construction Contract of all Improvements in accordance with this Temporary Construction Easement Agreement (the “**Agreement**”).

a. Upon completion of construction, the Grantee shall restore the Temporary Easement Property to a condition comparable with its original condition except as necessarily modified to accommodate the Improvements.

b. During the term of this Temporary Construction Easement, Grantor shall not erect or construct, or allow to be erected or constructed, any building or other structure within said Temporary Construction Easement that may interfere with the Grantee's full enjoyment of the rights herein granted. Notwithstanding the foregoing, the Grantor reserves the rights to use the Temporary Easement Property and to grant further easement interests in the Temporary Easement property to other grantees so long as such interests and uses do not materially or unreasonably interfere with the use of the Grantee.

c. Grantee shall comply materially with all applicable federal, state and local laws, regulations and orders with respect to the use of the Temporary Easement Property and shall obtain at its cost any necessary governmental permits for conducting its activities.

d. Except as may be prohibited or limited by applicable law, the Grantee will be responsible for all costs required to repair damages to the Temporary Easement Property caused by the Grantee or its permittees in the exercise of the rights granted under this Agreement.

3. The Grantor also grants the Grantee:

a. The right to ingress and egress on, through, over, upon, across, along and under the Temporary Easement Property for the purpose of exercising the rights herein acquired.

b. The right to mark the location of the Temporary Construction Easement by suitable markers set in or on the ground.

4. Prior to the commencement of work by Grantee on the Temporary Easement Property, Grantee shall procure and provide evidence to Grantor of insurance required to be procured and maintained by the Contractor and Grantee pursuant to the Construction Contract. All such policies shall be kept in full force and effect during all times that the Grantee is performing work on the Temporary Easement Property. The Grantee shall cause Grantor to be named as an additional insured on such policies of insurance and shall provide a certificate of insurance to Grantor.

5. Provided that no provision of this Agreement will be construed to constitute a waiver by Grantor of any provisions of the Colorado Governmental Immunity Act, Grantee will defend, indemnify and hold Grantor, and its respective directors, officers, members, employees, agents and contractors ("**Grantor Indemnified Parties**") harmless from and against all claims, damages, losses, fees, fines, penalties, liabilities and expenses (including without limitation, reasonable attorneys' fees and costs) ("**Claims**") to the extent such Claims arise from the acts or omissions of Grantee in connection with the exercise of the uses granted herein and Grantee's other rights under this Agreement; provided, however, such indemnity obligations will not apply to the extent such Claims arise from the gross negligence or willful misconduct of Grantor or the Grantor Indemnified Parties.

6. Except for this Agreement, Grantee shall not cause or permit any lien or encumbrance to be recorded against Temporary Easement Property. Grantee shall discharge of record, by payment, bonding or otherwise, any mechanic's, materialman's or public improvement lien filed against the Temporary Easement Property (or, in the case of a public

improvement lien, asserted) in connection with work performed, materials furnished, or services rendered to or on behalf of Grantee within thirty (30) days after Grantee receives notice of such mechanic's, materialman's or public improvement lien. Notwithstanding the foregoing, Grantee may in good faith contest the validity of any such lien if Grantee provides assurances deemed adequate by Grantor, in Grantor's reasonable discretion, to protect Grantor's interest in the Grantor's Property.

7. Grantee shall cause the Improvements to be constructed in accordance with the Construction Standard (as hereinafter defined) and shall obtain preliminary and final acceptance thereof by all applicable authorities having jurisdiction. As used herein, the term "**Construction Standard**" means, the construction and installation in a good, workmanlike and lien free manner and in substantial conformity with the Plans (as may be modified with the prior consent of the Grantor, which consent shall not be unreasonably withheld, conditioned or delayed) and the applicable requirements of the City.

8. Upon Substantial Completion (as defined in the Construction Contract of Phase One of the Improvements, the Brighton Boulevard Open Space shall be transferred to the Grantor for perpetual ownership and maintenance, subject to the terms hereof. The warranties set forth in the Construction Contract shall commence upon Substantial Completion of Phase One solely for the Brighton Boulevard Open Space. Upon Substantial Completion of the remaining Improvements in Phase 2, the remaining Improvements shall be transferred to the Grantor for perpetual ownership and maintenance, subject to the terms hereof. The warranties set forth in the Construction Contract shall commence for Phase 2 upon Substantial Completion for all remaining Improvements.

9. In addition to achieving Substantial Completion under the Construction Contract, Grantee shall require its Contractor to meet the following for Final Completion of the Improvements:

(1) completion or correction of all punchlist items provided by the District within a reasonable timeframe to be agreed upon between Grantee and Grantor;

(2) The Brighton Boulevard Open Space and the remaining Improvements shall comply with the Construction Standard and are determined completed by the project engineer.

(3) The Brighton Boulevard Open Space and the remaining Improvements that are intended to be dedicated to the City or Grantor shall have been inspected and preliminary accepted by the City or Grantor (subject to completion of any final punchlist items provided by the City or Grantor); and

(4) No mechanics' or materialmen's liens shall exist against any portion of the Temporary Easement Property with respect to the Improvements and unconditional final lien waivers have been obtained from any contractors, subcontractors, materialmen or suppliers that constructed the Improvements.

10. Inspection.

(1) Notice to Grantor. The Grantee shall notify the Grantor prior to Final Completion of Phase 1 and Phase 2, with the date(s) and time(s) the City will inspect such Improvements. The Grantor shall have the right to be present at all inspections by the City. Grantee shall provide the Grantor with copies of any inspection reports or punchlists received from the City in accordance with the inspection of the Improvements, and the Grantee shall be responsible to correct any and all punchlist items, including as may be identified by the City and the Grantor (the “**Punchlist**”). If the city grants preliminary approval to any of the Improvements, it shall conclusively be presented that such Improvement was completed in accordance with the Construction Standard, subject to completion of the Punchlist. If the Improvements are not subject to preliminary approval by the City, then, Grantor shall have the right to grant preliminary approval subject to completion of the Punchlist.

(2) Correction of Punchlist Items. The Grantee shall cause any Punchlist items to be corrected within the time agreed to by the Grantee, the Contractor, the city and the Grantor.

(3) Interim Inspections. Upon reasonable prior notice, Grantor shall have the right to inspect the construction of the Improvements; provided, however, such inspection shall be (i) at the sole risk of such Grantor, (ii) such inspection shall be non-invasive and shall be performed in a manner that does not interfere with or result in a delay in the construction of the Improvements, and (iii) Grantor shall indemnify the Grantee for any damage resulting from such inspection.

11. The warranties for the Improvements are provided in the Construction Contract. In the event defects in the Improvements become apparent during the warranty period set forth in the Construction Contract (the “**Warranty Period**”), then the Grantee shall notify the Contractor of such defects and require that the defects be repaired. During the Warranty Period, Grantee shall be responsible to reimburse the District for costs incurred by the District if the Contractor fails to correct such defects in accordance with the Plans.

12. Following Final Completion for each Phase of the Improvements, Grantee shall transfer the Improvements to Grantor by bill of sale and Grantee shall assign to Grantor any contractor, subcontractor, materialmen or supplier warranties remaining for the Improvements.

13. This Temporary Construction Easement shall be binding upon and inure to the benefit of the Grantee and Grantor, and their respective successors and assigns.

14. Grantor warrants that Grantor has full and lawful authority to make the grant hereinabove contained.

(Signature Begins On Next Page.)

IN WITNESS WHEREOF, Grantor and the Grantee have executed this Temporary Construction Easement Agreement on this 26th day of February, 2024.

GRANTOR:

DENARGO METROPOLIAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado

By: [Signature]
Its: President

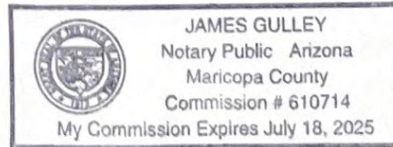
STATE OF ~~COLORADO~~ ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 26 day of FEB, 2024, by Laura Newman as President of the Denargo Market Metropolitan District No. 1.

Witness my hand and official seal.

My commission expires: July 18, 2025

[Signature]
Notary Public



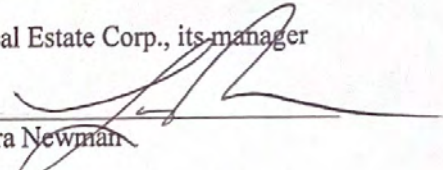
GRANTEE:

JV LODO DENARGO LLC, a Delaware limited liability company

By: GF Denargo Investor, LLC, a Delaware limited liability company, its manager

By: GOCO Denargo Investors, LLC, its administrative manager

By: Golub Real Estate Corp., its manager

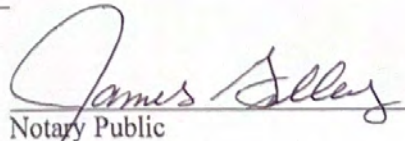
By: 
Laura Newman

STATE OF ~~COLORADO~~ ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 26 day of FEB, 2024, by Laura Newman, as authorized signatory of Golub Real Estate Corp., manager of GOCO Denargo Investors, LLC, administrative manager of GF Denargo Investor, LLC, manager of JV Lodo Denargo LLC.

Witness my hand and official seal.

My commission expires: JULY 18, 2025


Notary Public

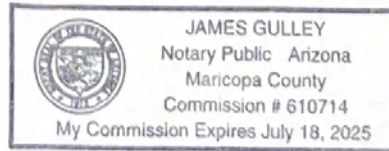


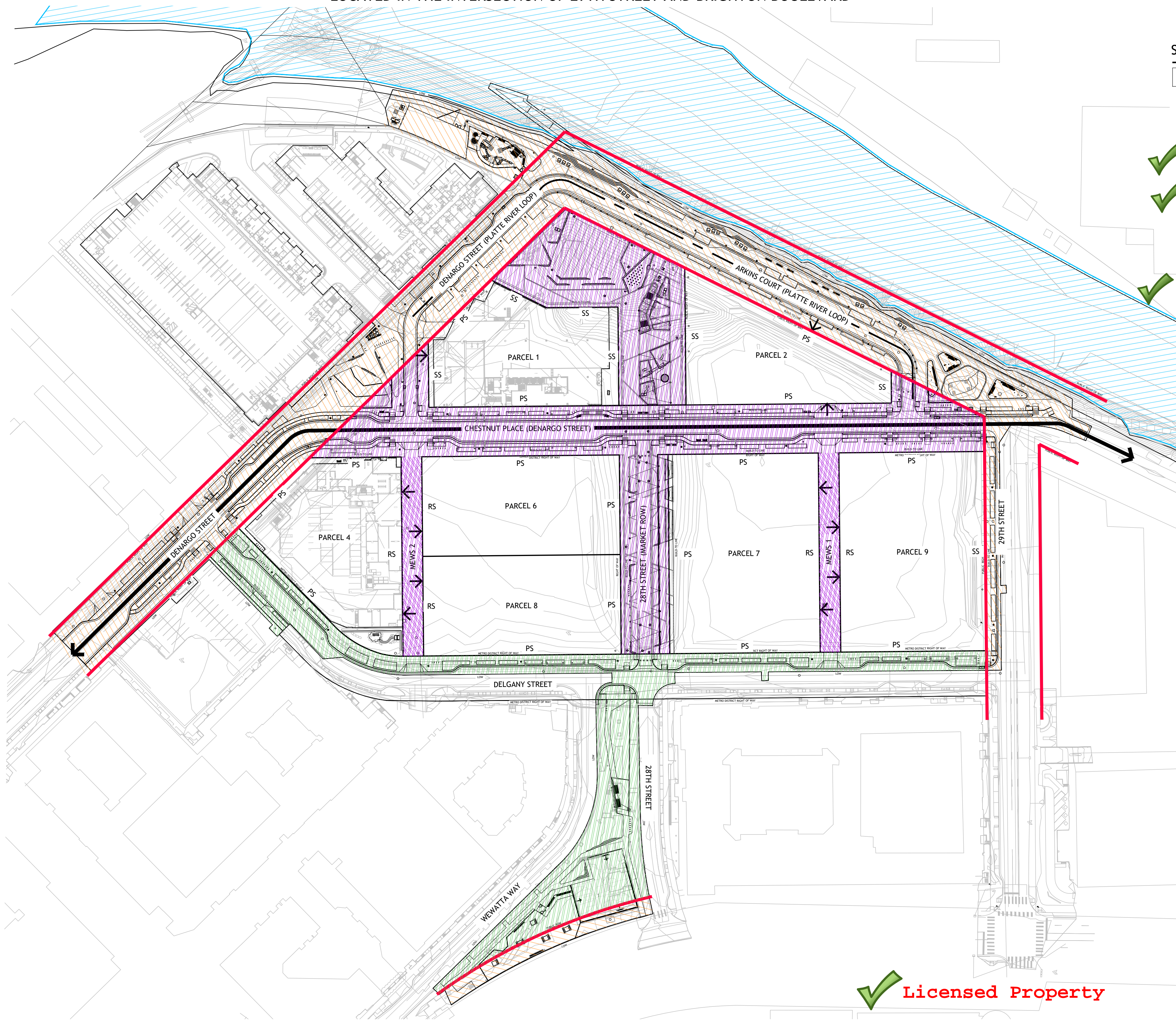
EXHIBIT A
DEPICTION
OF TEMPORARY EASEMENT PROPERTY

DENARGO MARKET

PUBLIC REALM & HORIZONTAL INFRASTRUCTURE

100% CD - ISSUE FOR CONSTRUCTION

A PORTION OF LAND LOCATED IN THE NE 1/4 NW 1/4 , SE 1/4 NW AND THE NE 1/4 SW 1/4 SECTION 27, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN CITY AND COUNTY OF DENVER, STATE OF COLORADO
 LOCATED IN THE INTERSECTION OF 29TH STREET AND BRIGHTON BOULEVARD



STREET DESIGNATION LEGEND

SYMBOLS	DESCRIPTION
	PUBLIC CITY- ROW & PARKS
	PRIVATE METRO-DISTRICT STREET & PARKS- TO BE DEDICATED TO METRO-DISTRICT UPON CONSTRUCTION COMPLETION
	PRIVATE METRO-DISTRICT STREET & PARKS - CURRENT METRO-DISTRICT OWNERSHIP & MANAGEMENT
	FUTURE COLLECTOR STREET PATH AFTER CONSTRUCTION
	FUTURE SHARED STREET AFTER CONSTRUCTION
	RIGHT OF WAY
	EXTENT OF 100 YEAR FLOOD PLAIN
	POTENTIAL VEHICULAR ACCESS
PS	PRIMARY STREET
SS	SIDE STREET/ INTERIOR
RS	REAR STREET/ INTERIOR

- NOTE
- DRAWING INTENDED TO BE PRINTED AND VIEWED IN COLOR.
 - STREET DESIGNATIONS/ ZONE LOT FRONTAGES) TO BE REVIEWED WITH FORMAL SITE DEVELOPMENT PLAN REVIEWS FOR VARIOUS PARCELS WITHIN DENARGO MARKET.
 - STREET DESIGNATION DIAGRAM FOR REFERENCE ONLY.
 - SITING FORM STANDARDS WILL COMPLY WITH APPLICABLE SECTIONS OF DZC INCLUDING BUT NOT LIMITED TO DZC SECTION 13.1.5.5 AND APPLICABLE STREETScape DESIGN INTENTS AS OUTLINED WITHIN THE DENARGO MARKET UD5G.

1	100% CD ISSUE FOR CONSTRUCTION	11.10.2023
No.	Description	Date

DWG ISSUE & REVISION HISTORY

Stamp



Project Title:
**DENARGO MARKET
 PUBLIC REALM &
 HORIZONTAL
 IMPROVEMENTS**

Drawing Title:
**STREET DESIGNATION &
 JURISDICTIONAL LINE
 DIAGRAM**

Project No: 18157.00 Scale: 1" = 80'
 Drawn By: LT, BT, JP, AC
 Checked By: AP, DD
 Approved By: JB
 Date: 11.10.2023

Drawing No:
G0.03

EXHIBIT B

APPROVED PLANS AND SPECIFICATIONS FOR THE IMPROVEMENTS

Exhibit E- Contract Specifications

FGMP - Issued 11/10/2023

Consultants Key:

[Owner]	JV Lodo Denargo
[SA]	Sasaki, Landscape Architect
[MM]	Martin & Martin, Structural & Civil Engineering
[HLB]	HLB, Lighting Design
[WL]	Waterline, Fountain Design
[PK]	PK Electrical, Electrical Engineering
[HS]	Hyrdosystems, Irrigation Design
[ES]	Earthscapes, Play Element Design

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

Document 000101	Project Title Page	
Document 000105	List of Consultants	
Document 000107	Seals Page	
Document 000110	Table of Contents	
Document 005213	Agreement (AIA A102& 201) (Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price)	To Be Provided by Owner
Document 006212	Delegated Design Submittal Form	
Document 007200	General Conditions (AIA A 201) General Conditions of the Contract for Construction	To Be Provided by Owner

SPECIFICATIONS

DIVISION 01 - GENERAL REQUIREMENTS

Section 011000	Summary	
Section 011300	Delegated Design Requirements	
Section 011573	Temporary Erosion and Sedimentation Control	By MM
Section 012600	Contract Modification Procedures AIA Document G701 – Change Order AIA Document G709 – Work Changes Proposal Request AIA Document G710 – Architect’s Supplemental Instructions AIA Document G714 – Construction Change Directive	
Section 012900	Payment Procedures	
Section 013100	Project Management and Coordination	
Section 013200	Construction Progress Documentation	
Section 013300	Submittal Procedures	
Section 013310	Submittal Transmittal Form	
Section 013320	Subcontractors and Major Materials Suppliers List Form	
Section 014000	Quality Requirements	
Section 014200	References	
Section 014339	Mock-Up Requirements	
Section 015000	Temporary Facilities and Controls	
Section 015200	Owner Site Office	
Section 015500	Vehicular Access and Parking	

Exhibit E- Contract Specifications

FGMP - Issued 11/10/2023

DIVISION 01 - GENERAL REQUIREMENTS (continued)

Section 015526	Traffic Control
Section 015639	Temporary Tree and Plant Protection
Section 015850	Project Identification
Section 017000	Execution Requirements
Section 017310	Request for Interpretation/Information Form
Section 017329	Cutting and Patching
Section 017350	Health, Safety and Emergency Response Procedures
Section 017419	Construction Waste Management and Disposal
Section 017823	Operation and Maintenance Data
Section 017839	Project Record Documents
Section 017900	Demonstration and Training
Section 018900	Site Construction Performance Requirements

DIVISION 02 - EXISTING CONDITIONS

Section 024113	Selective Site Demolition and Removals
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DIVISION 03 - CONCRETE

Section 033000	Cast-In-Place Concrete	<i>By MM</i>
Section 034501	Architectural Precast Concrete - Sitework	

DIVISION 04 - MASONRY

Section 044302	Stone Masonry
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DIVISION 05 - METALS

Section 051200	Structural Steel	<i>By MM</i>
Section 052500	Aluminum Joist Framing	
Section 055001	Metal Fabrications – Sitework	
Section 055213	Exterior Metal Handrails, Guardrails and Railings	
Section 057010	Custom Metal Screening	

DIVISION 06 - WOOD AND PLASTICS

Section 061053	Exterior Rough Carpentry
Section 061500	Wood Decking

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

Section 071400	Fluid Applied Waterproofing
Section 079201	Exterior Joint Sealants - Sitework

DIVISION 08 - OPENINGS

Not Used.

DIVISION 09 - FINISHES

Section 099600	High Performance Coatings	<i>By MM</i>
Section 099673	Polyurethane Lining System	<i>By MM</i>
Section 099676	Epoxy Lining System	

DIVISION 10 - SPECIALTIES

Exhibit E- Contract Drawings

FGMP - Issued 11/10/2023

PROJECT OVERVIEW	
1	G0.00 - COVER SHEET
2	G0.00A - SHEET INDEX
3	G0.00B - SHEET INDEX
4	G0.01 - LANDSCAPE INDICATOR & KEY PLAN
5	G0.02 - SITE BOUNDARIES & PERMITTING MECHANISMS
6	G0.02A - METRO DISTRICT MAINTENANCE CLARIFICATION DIAGRAM
7	G0.03 - STREET DESIGNATION & JURISDICTIONAL LINE DIAGRAM
8	G0.04 - CONSTRUCTION PHASING & COST DIVISION DIAGRAM
9	G0.05A - INTERIM CONDITION DIAGRAMS
10	G0.05B - INTERIM CONDITION DIAGRAMS
11	G0.05C - INTERIM CONDITION DIAGRAMS
12	G0.05D - INTERIM CONDITION DIAGRAMS
13	G1.00 - GENERAL NOTES
CIVIL SERIES	
14	C1.00 - CIVIL COVER SHEET
15	C1.01 - CIVIL NOTES SHEET
16	C1.02 - DETAIL EXISTING CONDITIONS & DEMOLITION PLAN
17	C1.03 - DETAIL EXISTING CONDITIONS & DEMOLITION PLAN
18	C1.04 - DETAIL EXISTING CONDITIONS & DEMOLITION PLAN
19	C1.05 - DETAIL EXISTING CONDITIONS & DEMOLITION PLAN
20	C1.06 - DETAIL EXISTING CONDITIONS & DEMOLITION PLAN
21	C1.07 - DETAIL EXISTING CONDITIONS & DEMOLITION PLAN
22	C1.10 - ROUGH EARTHWORK PLAN
23	C1.11 - ROUGH EARTHWORK PLAN SECTION
24	C1.12 - SUBSURFACE PLAN
25	C2.03 - PLAYGROUND DETAILED GRADING
26	C2.04 - RIVERFRONT DETAILED GRADING PLAN
27	C2.05 - RIVERFRONT DETAILED GRADING PLAN
28	C2.06 - URBAN GREEN DETAILED GRADING PLAN
29	C2.07 - URBAN GREEN DETAILED GRADING PLAN
30	C2.10 - EROSION CONTROL COVER SHEET
31	C2.11 - INITIAL EROSION CONTROL PLAN
32	C2.12 - INTERIM EROSION CONTROL PLAN
33	C2.13 - FINAL STABILIZATION PLAN
34	C2.14 - EROSION CONTROL DETAILS
35	C2.15 - EROSION CONTROL DETAILS
36	C2.16 - EROSION CONTROL DETAILS
37	C2.17 - EROSION CONTROL DETAILS
38	C2.18 - EROSION CONTROL DETAILS
39	C3.00 - OVERALL UTILITY PLAN
40	C3.01 - DETAILED UTILITY PLAN
41	C3.02 - DETAILED UTILITY PLAN
42	C3.03 - DETAILED UTILITY PLAN
43	C3.04 - DETAILED UTILITY PLAN
44	C3.05 - DETAILED UTILITY PLAN
45	C3.06 - DETAILED UTILITY PLAN
46	C4.00 - SSPR COVER SHEET
47	C4.01 - OVERALL STORM & SANITARY PLAN
48	C4.02 - OVERALL GRADING PLAN
49	C4.03 - TEMPORARY LOT GRADING AND STORM WATER PLAN
50	C4.04 - TEMPORARY LOT STORM SEWER PLAN
51	C4.05 - TEMPORARY STORM WATER BYPASS SYSTEM
52	C4.10 - SANITARY SEWER SERVICE LINE PLAN & PROFILE
53	C4.11 - SANITARY SEWER SERVICE LINE PLAN & PROFILE
54	C4.12 - SANITARY SEWER SERVICE LINE PLAN & PROFILE
55	C4.13 - SANITARY SEWER DETAILS
56	C4.14 - SANITARY SEWER DETAILS
57	C4.16 - CHESTNUT STORM STORMLINE A PLAN & PROFILE
58	C4.17 - CHESTNUT STORM STORMLINE B PLAN & PROFILE
59	C4.18 - CHESTNUT STORM STORMLINE B PLAN & PROFILE
60	C4.19 - MEWS 1 STORMLINE C PLAN & PROFILE
61	C4.20 - URBAN GREEN STORM LINE D PLAN & PROFILE
62	C4.21 - URBAN GREEN UNDERGROUND DETENTION LAYOUT & OUTLET PLAN
63	C4.22 - URBAN GREEN STORM LINE K PLAN & PROFILE
64	C4.23 - DENARGO STORM STORMLINE F PLAN & PROFILE
65	C4.25 - DELGANY STORM STORMLINE E & G PLAN & PROFILE
66	C4.26 - 28TH STREET WATER QUALITY SYSTEM PLAN & PROFILE

67	C4.27 - PARCEL 5 STORMLINE H PLAN & PROFILE
68	C4.28 - ARKINS STORMLINE I PLAN & PROFILE
69	C4.30 - DELGANY RAIN GARDENS 27-31 DETAILED VIEW
70	C4.31 - DELGANY RAIN GARDENS 23-25 DETAILED VIEW
71	C4.32 - CHESTNUT RAIN GARDENS 14 & 15 DETAILED VIEW
72	C4.33 - CHESTNUT RAIN GARDENS 9, 11-13, 19, 21, 22 DETAILED VIEW
73	C4.35 - CHESTNUT RAIN GARDENS 26 DETAILED VIEW
74	C4.36 - CHESTNUT RAIN GARDENS 6-8 & 18 DETAILED VIEW
75	C4.37 - CHESTNUT RAIN GARDEN 16 & 17 DETAILED VIEW
76	C4.38 - CHESTNUT RAIN GARDENS 1-5 DETAILED VIEW
77	C4.39 - ARKINS RAIN GARDENS 32-35 DETAILED VIEW
78	C4.40 - PLAYGROUND & URBAN GREEN RAIN GARDENS
79	C4.41 - TYPICAL RAIN GARDEN DETAILS
80	C4.50 - PARCEL 4 WATER QUALITY EDB 1 DETAILED PLAN VIEW
81	C4.51 - PARCEL 4 WATER QUALITY EDB 1
82	C4.52 - 28TH STREET WATER QUALITY EDB 2 DETAILED PLAN VIEW
83	C4.54 - URBAN GREEN WATER QUALITY EDB 4
84	C4.55 - URBAN GREEN WATER QUALITY EDB 5
85	C4.56 - URBAN GREEN WATER QUALITY EDB 6
86	C4.60 - 28TH UNDERGROUND WATER QUALITY STORAGE DETAILS
87	C4.61 - 28TH UNDERGROUND WATER QUALITY STORAGE DETAILS
88	C4.62 - 28TH UNDERGROUND WATER QUALITY DETAILS
89	C4.63 - STORM SEWER & URBAN GREEN UNDERGROUND DETENTION DETAILS
90	C4.64 - STORM SEWER & URBAN GREEN UNDERGROUND DETENTION DETAILS
91	C4.65 - STORM SEWER & URBAN GREEN UNDERGROUND DETENTION DETAILS
92	C4.66 - UNDERGROUND DETENTION DETAIL
93	D1 - PROPOSED DRAINAGE PLAN
94	D2 - PROPOSED DRAINAGE PLAN - RUNOFF SUMMARY
95	D3 - PROPOSED DRAINAGE PLAN PONDING LIMITS
96	D4 - PROPOSED DRAINAGE PLAN - RAIN GARDEN TRIBUTARY AREA
97	C5.00 - WATER COVER SHEET
98	C5.01 - WATER NOTES SHEET
99	C5.02 - WATER ONLY PLAN
100	C5.03 - WATER ONLY PLAN
101	C5.04 - WATER ONLY PLAN
102	C5.05 - DENVER WATER OVERALL UTILITY PLAN
103	C5.06 - DENVER WATER OVERALL UTILITY PLAN
104	C5.07 - DENVER WATER OVERALL UTILITY PLAN
105	C7.00 - TEP COVER SHEET
106	C7.01 - EXISTING CONDITIONS & DEMOLITION PLAN
107	C7.02A - TEP SITE PLAN
108	C7.02B - SIGHT TRIANGLE PLAN
109	C7.03 - TYPICAL STREET SECTIONS
110	G0.04 CONSTRUCTION PHASING & COST DIVISION
111	C7.04 - TYPICAL STREET SECTIONS
112	C7.05 - DENARGO STREET PLAN & PROFILE
113	C7.06 - CHESTNUT STREET PLAN & PROFILE
114	C7.07 - CHESTNUT STREET PLAN & PROFILE
115	C7.08 - DENARGO STREET PLAN & PROFILE
116	C7.09 - ARKINS COURT PLAN & PROFILE
117	C7.10 - 28TH STREET PLAN & PROFILE
118	C7.11 - MEWS 1 PLAN & PROFILE
119	C7.12 - MEWS 2 PLAN & PROFILE
120	C7.13 - DELGANY STREET PLAN & PROFILE
121	C7.14 - DELGANY STREET PLAN & PROFILE
122	C7.15 - DELGANY STREET- PLAN & PROFILE
123	C7.16 - 29TH AVENUE PLAN & PROFILE
124	C7.17 - INTERSECTION DETAIL SHEET
125	C7.18 - INTERSECTION DETAIL SHEET
126	C7.19 - INTERSECTION DETAIL SHEET
127	C7.20 - DELGANY STREET ROADWAY SECTIONS
128	C7.21 - DELGANY STREET ROADWAY SECTIONS
129	C7.22 - 29TH AVENUE STREET ROADWAY SECTIONS
130	C7.23 - WEWATTA WAY & BRIGHTON BOULEVARD OPEN SPACE PLAN
131	C7.24 - RINO TRIANGLE PLAZA DETAILED GRADING
132	C7.25 - AMLI TRIANGLE PLAZA DETAILED GRADING
133	C7.26 - ARKINS STREET LIGHTING, SIGNAGE & STRIPING PLAN (Revised 12/06/2023)
134	C7.27 - CHESTNUT STREET LIGHTING, SIGNAGE & STRIPING PLAN (Revised 12/06/2023)
135	C7.28 - DELGANY & 29TH STREET LIGHTING, SIGNAGE & STRIPING PLAN

136	C7.29 - DETAILS
137	C7.30 - BIKE LANE DETAILS
138	C7.31 - 29TH & BRIGHTON TRAFFIC SIGNAL PLAN
139	C7.32 - BIKE LANE DETAILS
140	C7.33 - 29TH & BRIGHTON TRAFFIC SIGNAL PLAN (Revised 12/08/2023)
141	C7.40 - PHASE 1A PLAN
142	2 - SURVEY SHEET
143	4 - UTILITY & GRADING PLAN
144	5 - DENVER FIRE SHEET
145	C10.00 FLOODPLAIN TRAIL PLAN

Exhibit E- Contract Drawings

FGMP - Issued 11/10/2023

LANDSCAPE SERIES	
146	L1.00 - LAYOUT NOTES
147	L1.01 - LAYOUT PLAN
148	L1.02 - LAYOUT PLAN
149	L1.03 - LAYOUT PLAN
150	L1.04 - LAYOUT PLAN
151	L1.05 - LAYOUT PLAN
152	L1.06 - LAYOUT PLAN
153	L1.07 - LAYOUT PLAN
154	L1.08 - LAYOUT PLAN
155	L1.09 - LAYOUT PLAN
156	L1.10 - LAYOUT PLAN
157	L1.11 - LAYOUT PLAN
158	L1.12 - LAYOUT PLAN
159	L1.13 - LAYOUT PLAN
160	L1.14 - LAYOUT PLAN
161	L1.15 - LAYOUT PLAN
162	L1.16 - LAYOUT PLAN
163	L1.17 - LAYOUT PLAN
164	L1.18 - LAYOUT PLAN
165	L1.19 - LAYOUT PLAN
166	L1.20 - LAYOUT PLAN
167	L1.21 - LAYOUT PLAN
168	L1.22 - LAYOUT PLAN
169	L1.23 - LAYOUT PLAN
170	L2.01 - LANDSCAPE SOILS PREPARATION PLANS
171	L2.02 - LANDSCAPE SOILS PREPARATION PLANS
172	L2.03 - LANDSCAPE SOILS PREPARATION PLANS
173	L2.04 - LANDSCAPE SOILS PREPARATION PLANS
174	L2.05 - LANDSCAPE SOILS PREPARATION PLANS
175	L2.06 - LANDSCAPE SOILS PREPARATION PLANS
176	L2.07 - LANDSCAPE SOILS PREPARATION PLANS
177	L2.08 - LANDSCAPE SOILS PREPARATION PLANS
178	L2.09 - LANDSCAPE SOILS PREPARATION PLANS
179	L2.10 - LANDSCAPE SOILS PREPARATION PLANS
180	L2.11 - LANDSCAPE SOILS PREPARATION PLANS
181	L2.12 - LANDSCAPE SOILS PREPARATION PLANS
182	L2.13 - LANDSCAPE SOILS PREPARATION PLANS
183	L2.14 - LANDSCAPE SOILS PREPARATION PLANS
184	L2.15 - LANDSCAPE SOILS PREPARATION PLANS
185	L2.16 - LANDSCAPE SOILS PREPARATION PLANS
186	L2.17 - LANDSCAPE SOILS PREPARATION PLANS
187	L2.18 - LANDSCAPE SOILS PREPARATION PLANS
188	L2.19 - LANDSCAPE SOILS PREPARATION PLANS
189	L2.20 - LANDSCAPE SOILS PREPARATION PLANS
190	L2.21 - LANDSCAPE SOILS PREPARATION PLANS
191	L2.22 - LANDSCAPE SOILS PREPARATION PLANS
192	L2.23 - LANDSCAPE SOILS PREPARATION PLANS
193	L3.00 - MATERIALS NOTES
194	L3.00A - EXPANDED MATERIALS LEGEND
195	L3.00B - EXPANDED MATERIALS LEGEND
196	L3.00C - MATERIAL FINISHES INDICATOR PLAN
197	L3.00D - MATERIALS FURNISHING SCHEDULE <i>(Revised 12/28/2023)</i>
198	L3.01 - MATERIALS PLAN
199	L3.02 - MATERIALS PLAN
200	L3.03 - MATERIALS PLAN
201	L3.04 - MATERIALS PLAN
202	L3.05 - MATERIALS PLAN
203	L3.06 - MATERIALS PLAN

204	L3.07 - MATERIALS PLAN
205	L3.08 - MATERIALS PLAN
206	L3.09 - MATERIALS PLAN
207	L3.10 - MATERIALS PLAN
208	L3.11 - MATERIALS PLAN
209	L3.12 - MATERIALS PLAN
210	L3.13 - MATERIALS PLAN
211	L3.14 - MATERIALS PLAN
212	L3.15 - MATERIALS PLAN
213	L3.16 - MATERIALS PLAN
214	L3.17 - MATERIALS PLAN
215	L3.18 - MATERIALS PLAN
216	L3.19 - MATERIALS PLAN
217	L3.20 - MATERIALS PLAN
218	L3.21 - MATERIALS PLAN
219	L3.22 - MATERIALS PLAN
220	L3.23 - MATERIALS PLAN
221	L4.00 - PLANTING NOTES <i>(Revised 12/28/2023)</i>
222	L4.00B - TREE PLANTING & UNDERSTORY SCHEDULES
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Not Used.

DIVISION 11 - EQUIPMENT

Section 116813	Playground Equipment	By ES
Section 116816	Playground and Athletic Equipment	

DIVISION 12 - FURNISHINGS

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DIVISION 13 - SPECIAL CONSTRUCTION

Section 131213	Fountains	By WL
Section 133420	Overhead Shade Structures (<i>Revised 12/28/2023</i>)	

DIVISIONS 14 thru 25

Not Used.

DIVISION 26 - ELECTRICAL

Section 260001	Electrical General Provision	By PK
Section 260503	Equipment Wiring Connections	By PK
Section 260519	Low-Voltage Electrical Power Conductors and Cables	By PK
Section 260526	Grounding and Bonding for Electrical Systems	By PK
Section 260533	Raceway and Boxes for Electrical Systems	By PK
Section 262416	Panelboards	By PK
Section 262726	Wiring Devices	By PK
Section 260923	Architectural Lighting Control Systems	By HLB
Section 265113	Architectural Luminaries, Sources, and Components	By HLB

DIVISION 27 - COMMUNICATIONS

Section 270500	Basic Communications Systems Requirements	By IMEG
Section 270543	Exterior Communication Pathways	By IMEG
Section 275113	Paging Systems	By IMEG

DIVISION 31 - EARTHWORK

Section 311000	Site Clearing	By MM
Section 311300	Selective Tree and Invasive Vegetation Removal	
Section 311317	Tree Pruning	By MM
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DIVISION 32 - EXTERIOR IMPROVEMENTS

Section 321100	Base Courses for Pavements	
Section 321216	Asphalt Paving	By MM
Section 321313	Concrete Paving	By MM
Section 321313.23	Concrete Paving Surface Treatment	
Section 321314	Exposed Aggregate Concrete Paving (Revised 12/28/2023)	
Section 321373	Concrete Pavement Joint Sealants	By MM
Section 321413	Concrete Plank and Unit Paving (Revised 12/28/2023)	
Section 321440	Stone Paving and Edging	
Section 321500	Aggregate Surfacing	
Section 321600	Curbs and Gutters	
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Section 321723	Pavement Markings	By MM
Section 321816	Sport Court Surfacing	
Section 321816.12	Playground Safety Surfacing	
Section 323119	Metal Fencing and Gates	
Section 323300	Site Furnishings	
Section 324000	Outdoor Fire Element	
Section 328400	Planting Irrigation	By HS
Section 329115	Planting Soils	
Section 329119	Landscape Grading	
Section 329200	Lawns and Grasses	
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Section 329400	Soil Cell System	
Section 329448	Vine Support System	

DIVISION 33 - UTILITIES

Section 331000	Water Utility Distribution Piping	By MM
Section 333100	Sanitary Utility Sewerage Piping	By MM
Section 334100	Storm Utility Drainage Piping	By MM
Section 334610	Lawn and Planting Underdrainage	

DIVISIONS 34 thru 50 Not Used

Issuance of revised specs published 12/28/2023 noted above, captures updates from cost review meeting on 12/19/2023.

APPENDICES

Appendix A	GEOTECHNICAL ENGINEERING STUDY A_20230517_GeotechnicalReport_22-1-118.1_jwg_rpt_REV2_FINAL.pdf
Appendix B	PHASE I ENVIRONMENTAL SITE ASSESSMENT Northern & Central Parcels June 1, 2019
Appendix C	PHASE I ENVIRONMENTAL SITE ASSESSMENT Southwest Parcel June 1, 2019
Appendix D	PHASE I ENVIRONMENTAL SITE ASSESSMENT Southwest and Southeast Parcels June 10, 2019

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Appendix E	SUMMARY OF TEST PIT ENVIRONMENTAL SOIL SAMPLING, DENARGO MARKET <i>March 1, 2022</i>
Appendix F	MATERIALS MANAGEMENT PLAN <i>August 24, 2022</i>
Appendix G	VOLUNTARY CLEANUP PLAN FOR THE JV DENARGO MARKET DEVELOPMENT <i>February 1, 2023</i>
Appendix H	FINAL SURVEY <i>2019-06-10 Signed ALTA.pdf</i>
Appendix I	COMBINED TOPO BASE <i>2022-08-12 COMBINED TOPO BASE 145419-01_MM.dwg</i> <i>2022-08-12 COMBINED TOPO BASE 145419-01.pdf</i>
Appendix J	THE DENARGO MARKET DEVELOPMENT AGREEMENT <i>Signed April 15, 2021</i>
Appendix K	THE DENARGO MARKET AMENDED AND RESTATED GENERAL DEVELOPMENT PLAN (GDP) <i>4/8/2021</i>
Appendix L	DENARGO MARKET METROPOLITAN DISTRICT NO. 1 RIGHT-OF-WAY PERMIT FEES (<i>INFORMATIONAL - ALL FEES BY OWNER</i>)
Appendix M	STREET OCCUPANCY REQUEST FORM DENARGO MARKET METROPOLITAN DISTRICT NO. 1
Appendix N	ADOPTING AMENDED AND RESTATED RULES AND REGULATIONS FOR CONSTRUCTION ACTIVITY (<i>Superseded by Appendix R pending final execution</i> <i>of agreement between Owner and MD#1</i>) <i>March 16, 2021</i>
Appendix O	DENARGO MARKET SITE DEVELOPMENT – ADJACENT FLOODPLAIN WORK PLAN <i>December 16, 2022</i>
Appendix P	EARTHSCAPE PLAY ELEMENTS PRE-PRELIMINARY PACKAGE <i>5/16/2023</i>
Appendix Q	DENARGO MARKET UTILITY POTHOLE REPORT <i>6/5/2023</i>
Appendix R	DENARGO MARKET METROPOLITAN DISTRICT NO. 1 AMENDED AND RESTATED RULES AND REGULATIONS FOR CONSTRUCTION ACTIVITY (<i>Not complete pending execution of agreement between Owner and MD#1</i>) <i>{01122390.DOCX v:1}</i>
Appendix S	TEMPORARY CONSTRUCTION EASMENT AGREEMENT <i>{01093856.DOCX v:3}{Not complete pending execution of agreement between Owner</i> <i>and MD#1}</i>
Appendix T	STRUCTURAL CALCULATIONS <i>November 10, 2023</i> END OF TABLE OF CONTENTS

PROJECT MANAGEMENT SERVICE AGREEMENT

THIS PROJECT MANAGEMENT SERVICE AGREEMENT (“Agreement”) made this ___ day of _____, 2024, by and between **DENARGO MARKET METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and **JV LODO DENARGO LLC** a Delaware limited liability company (the “Consultant”) (each a “Party,” and collectively, the “Parties”).

RECITALS

WHEREAS, 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 (“Service Plan”); and

WHEREAS, 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; and

WHEREAS, the Consultant has experience in providing the services, as set forth in **Exhibit A** hereto, attached and incorporated herein (the “Services”), and has provided and is willing to provide such Services to the District for reasonable consideration; and

WHEREAS, the Parties desire to enter into this Agreement to establish the terms by which the Consultant has and 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;
- (b) Maintain insurance as required under Section 4.2 hereof;
- (c) Upon the District’s request, advise the District of the status of the Services required by this Agreement 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; and
- (d) 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, express or implied, to take any action, expend any sum, incur an 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 if provided to the Consultant.

(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 worker's 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 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 the form they are created. The Consultant shall maintain reproducible copies of any test results and logs which it obtains and shall make them available to the District upon request either electronically or at reasonable commercial printing rates, depending on the form in which it was created. All right, title and interest in the Work Product is the property of the Consultant. Upon conveyance of the Improvements (as defined in the Budget attached as **Exhibit C** and more generally defined in the Service Plan) to the District, the Consultant shall deliver such documents as shall be necessary in the District's sole discretion, to assign, transfer and convey all rights in the Work Product related to said Improvements to the District or its assignee. If Consultant fails to execute any documents required under this Section 1.5, 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 1.5.

II. COMPENSATION

2.1 Compensation. The Consultant shall be paid as set forth in **Exhibit B** attached hereto and incorporated herein, unless otherwise approved in advance by the District through a written change order (“Compensation”).

(a) Initial Payment for Prior Work. The District acknowledges that in addition to the Services to be performed under this Agreement, Consultant has performed work at the District’s request for and on behalf of the District, since 2019 without current compensation from the District and in anticipation of entering into this Agreement. The work previously performed by Consultant includes but is not limited to: (i) negotiating the terms of a Development Agreement and Amended and Restated Development Agreement with the City and County of Denver (“City”), (ii) rezoning the property included in the Service Plan and anticipated to be owned by the District to allow redevelopment and the construction of the Improvements; (iii) negotiating, preparing and processing a Subdivision Plat with the City in order to create parcels to be owned by the District; (iv) establishing working relationships with the City and various other governmental entities the District is required to obtain approvals from, and (v) working with District consultants on the design of District improvements, including negotiating a Cost-Sharing Agreement for Park and Open Space Improvements (“Prior Work”). The District acknowledges that in providing the Prior Work to the District, the Consultant has forgone pursuing other work throughout the Denver Metropolitan Area. The District further acknowledges that the Prior Work performed by the Consultant has been instrumental in the District moving forward with the funding and construction of the District Improvements and furthering the purposes of the Service Plan. For consideration of the Prior Work performed by Consultant as more particularly described herein, upon mutual execution hereof, the District shall pay Consultant for the Prior Work in the amount of \$2,223,470.35 (the “Initial Payment”). Payment for such Prior Work will be subject to the “true-up” provision contained within **Exhibit B**.

(b) Monthly Invoices and Payments. The Consultant shall submit to the District a monthly invoice, in a form acceptable to the District, on or before the 5th day of each month. Each invoice amount shall be determined using the calculation set forth on **Exhibit B**. Subject to the accrual process set forth in Section 2.1(c) below, invoiced fees shall become due and be paid within thirty (30) days of submittal of each invoice. Invoices shall be submitted and paid no more frequently than once a month.

(c) Accrued Compensation. The District and Consultant acknowledge that, in addition to the Consultant’s compensation under this Agreement, the District has a variety of expenses associated with the Improvements. In order to allow the District to meet all obligations and to fairly determine the Compensation owed to Consultant once the Services have been further performed, the Parties agree that Consultant shall submit monthly invoices as set forth in Section 2.1(b); however, then, to the extent the District does not have available funds on hand to pay Consultant, each monthly invoice shall be tracked and the amount shall accrue until the District has available funds on hand to pay Consultant. At the time the “true-up” as set forth in **Exhibit B** is reached, the District and Consultant shall calculate the total accrued Compensation still owed and the District

shall pay the Consultant the amount owed if the District has available funds, or shall owe and pay that amount as soon as the District has available funds.

2.2 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.

2.3 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 as of the date of this Agreement. The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds are 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 of mutual execution hereof, and shall expire upon satisfactory completion of the Services and payment of all Compensation owed by the District to the Consultant. Extensions of this Agreement must be in writing and executed by both Parties.

3.2 Early Termination. Either Party may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given at least 30 days prior to the effective date of such termination. Such notice 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 attorney 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. The District hereby agrees to indemnify, defend and hold the Consultant and its affiliated entities or other persons or entities designated by the Consultant, and its respective 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 attorney 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 District and/or its agents, representatives, subcontractors, or suppliers. Notwithstanding the foregoing, the District's agreement to indemnify, defend and hold harmless is made only if allowable by Colorado law and this provision does not constitute a waiver, express or implied, of the Colorado Governmental Act, as applicable now or amended.

4.2 Insurance Requirements. The Consultant shall cause its contractors and subcontractors to procure, at their 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. Consultant shall give notice to the District at least thirty (30) days prior to the cancellation or nonrenewal of such policies. 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 5.2. (as well as certificates evidencing the same) and shall not commence any Services under this Agreement until such insurance is obtained; 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.

(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) \$500,000.00 for bodily injury by accident, each accident (ii) \$500,000.00 for bodily injury by disease, each employee, and (iii) \$500,000.00 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 \$1,000,000.00 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000.00 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000.00 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 \$1,000,000.00 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 an additional insured. The Excess Liability Insurance Policy must be written with a combined single limit of not less than \$1,000,000.00 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, or fails to cause its contractors and subcontractors to furnish and maintain insurance as required by this Section 4.2, the District may purchase such insurance on behalf of the Consultant, and the Consultant shall pay the cost thereof to the District upon demand therefore and 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 Assignment. The District shall not assign this Agreement or any of its rights or delegate any of its duties hereunder to any person or entity. The Consultant shall have the right to assign or transfer all or any rights or duties under this Agreement upon providing thirty (30) days written notice to the District requesting consent which consent the District shall not unreasonably withhold, condition or delay, and provided that to the extent the Consultant assigns any of its obligations under this Agreement, the assignee of such obligations shall expressly assume such obligations and the Consultant shall provide prompt notice to the District of the assignment. The express assumption of any of the Consultant's obligations under this Agreement by its assignee shall thereby relieve the Consultant of any further obligations under this Agreement with respect to the matter so assumed. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

5.2 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.

5.3 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.

5.4 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.

5.5 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 County of Denver, Colorado.

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

5.7 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.

5.8 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 if: (i) personally delivered; (ii) deposited in the United States mail, registered or certified return receipt requested, postage prepaid; (iii) sent for next Business Day delivery by Federal Express or similar nationally recognized overnight courier service; or (iv) transmittal by email (accompanied with reasonable evidence of receipt of transmission) to the noticed Party, so long as notice in accordance with subsections (i), (ii), or (iii) of this Section 5.8 immediately follows, and 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
Attention: David Solin
Phone: 303-987-1898
Email: dsolin@sdmsi.com

With a copy to: McGeedy Becher P.C.
450 17th Avenue, Suite 400
Denver, CO 80203-1214
Attention: Legal Notices
Phone: 303-592-4380
Email: legalnotices@specialdistrictlaw.com

To Consultant: JV LoDo Denargo LLC
625 N. Michigan Ave., Suite 2000
Chicago, IL 60611
Attention: Laura Newman
Phone: 303-835-1167
Email: Lnewman@goco.com

With a copy to: JV LoDo Denargo LLC
1770 Blake St.
Denver, CO 80202
Attention: Jeff Jones
Phone: 415-624-9620
Email: JeffJones@Formativco.com

Brownstein Hyatt Farber Schreck
675 15th Street, Suite 2900
Denver, CO 80202
Attention: Caitlin Quander
Phone: 303-223-1233
Email: cquander@bhfs.com

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 email 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.

5.9 Default/Remedies. In the event of a breach or default of this Agreement by either Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity. In the event of any litigation, arbitration or other proceeding to enforce the terms,

covenants or conditions hereof, the prevailing Party in such litigation, arbitration or other proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

5.10 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.

5.11 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.

5.12 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.

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

5.14 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.

[SIGNATURE PAGES TO FOLLOW]

[SIGNATURE PAGES TO PROJECT MANAGEMENT SERVICE AGREEMENT]

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

CONSULTANT:

JV LODO DENARGO LLC, a Delaware limited liability company

By: **JV DENARGO LLC**, a Delaware limited liability company, its sole Member

By: **GF DENARGO INVESTOR, LLC**, a Delaware limited liability company, its Manager

By: **GOCO DENARGO INVESTORS, LLC**, a Delaware limited liability company, its Administrative Manager

By: **GOLUB REAL ESTATE CORP.**, an Illinois corporation, its Manager

By: _____

Name: _____

Title: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

DISTRICT:

DENARGO MARKET METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, as President of Denargo Market Metropolitan District No. 1.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

SERVICES

Project Manager Services. The Consultant shall provide all management services relating to the planning, design, construction and installation of and obtaining municipal approval for Improvements, subject to the provisions of this Agreement provided, however, that the District shall be obligated to furnish through separate contracts with such other individuals and/or firms to provide professional services as the District determines may be necessary to assist the Consultant in its performance of the services described herein. The parties acknowledge that the District is funding the actual planning, design, construction and installation of the Improvements through a separate Facilities & Funding Agreement. Such other professional service providers which the District will provide at its sole expense may include, but are not limited to, those who are certified or otherwise qualified to provide legal, accounting, auditing, engineering and inspection services.

Services to be provided by the Consultant as project manager shall include, but not be limited to, the sole and exclusive responsibility to:

- (a) Initiate and supervise the selection of consultants and contractors for the design, engineering and planning for the construction of the Improvements.
- (b) Supervise and oversee the work of consultants and general contractor, and such other consultants as are necessary, in designing, engineering, planning, constructing and installing the Improvements.
- (c) With respect to construction and installation of the Improvements, prepare or cause to be prepared and supervise compliance with: design phase schedule(s), program budget, subdivision plat, engineering plan, cost estimates, and general development plan.
- (d) The Consultant has prepared the Budget for Improvements and Services attached as **Exhibit C** and will provide any necessary substantiating documentation to the District upon request. This Budget shall be regularly monitored by the Consultant, as project manager, during the construction of the Improvements, and any change orders related to the Improvements shall be reviewed and approved by the Consultant. The Consultant shall prepare financial models to account for the Budget within the District's fiscal year budget and anticipated future annual budgets, and shall provide this documentation to the District upon request. The Parties acknowledge that the District will only make payments for Improvements under the Facilities & Funding Agreement that have been cost verified by its engineer and consultants, and the Consultant's Fee related thereto.
- (e) Establishing and maintaining working relationships with the City and various other governmental entities the District is required to obtain approvals from and to facilitate said approvals on the District's behalf.
- (f) Work with the District's consultants on the design of District Improvements, including negotiating and finalizing a Cost-Sharing Agreement for Park and Open Space Improvements with the City and the developer entity.

(g) Coordinate site surveys, environmental remediation, and soils and environmental testing.

(h) Require all consultants and contractors comply with applicable provisions of the laws, rules and regulations of all governing jurisdictions. These include, but are not limited to: requiring that all work performed by contractors complies with the Service Plan and rules and regulations of the District, as the same may be amended from time to time and provided to Consultant; obtaining all necessary permits and approvals from the City; and monitoring design conformance with applicable City codes and regulations. In addition to requiring the Improvements are constructed in compliance with applicable requirements of the District, City and other governmental entities with jurisdiction, the Consultant shall assure completed Improvements are operated and maintained in compliance with such requirements prior to conveyance or dedication to the District.

(i) Prepare, in coordination with the District, such documentation as is required for conveyance or dedication of the Improvements to the City or the District, as applicable.

(j) Manage compliance with applicable utility providers' requirements.

(k) Establish and maintain a cost control system; document all work performed related to the construction and installation of the Improvements; upon request prepare and submit to the District periodic reports concerning the status of contract completion for each contract including actual costs as compared with estimated costs and actual completion as compared with critical path projections.

(l) Provide financial services to the District including: under the Board's direction, prepare information and present recommendations to the District's accountant and other consultants necessary for the preparation of current financial forecasts as related to the Improvements; prepare cost estimates and funding plans as required under any District agreements with other entities; cooperate with the District related to any debt issuance and documentation.

(m) Negotiate, in consultation with the District and on the District's behalf, with the City and all of its agencies, representatives, consultants, engineers or other individuals and entities necessary to effectuate Improvement construction and to review development agreements; provided, however, that the Board retains the authority, unless expressly delegated to the Consultant, to approve development agreements, contracts, deeds, licenses and permits or other agreements obligating the District in any respect.

(n) Additional management services may be added hereunder with the written approval of the Parties.

EXHIBIT B

COMPENSATION/FEE SCHEDULE

- I. For Project Management Services, an amount equal to 8% of the total cost of the Improvements (the "Fee"), which is \$4,446,940.70. The Budget of the projected cost of the Improvements and the Services is attached hereto as **Exhibit C**. for the avoidance of doubt, the Parties intend the Fee to be this set and determined amount at the time of execution of this Agreement.

- II. Upon mutual execution hereof, the District shall pay the Consultant \$2,223,470.35 for the Prior Work performed, in accordance with Section 2.1(a) of the Agreement ("Initial Payment"), which amount shall be subtracted from the Fee.

- III. The remainder of the Fee (\$2,223,470.35) minus a 10% holdback (\$222,347.04) until Substantial Completion (as defined in the Consultant's GMP contract with the Contractor) equals \$2,001,123.32 ("Remainder Fee"). The Consultant shall invoice the District the Remainder Fee by prorating it on a monthly basis through the contractual completion date associated with the Improvements. If the contractual completion date changes, the remaining monthly invoices shall be adjusted accordingly (e.g., remaining balance divided by remaining months. Upon completion of the Improvements (reaching Substantial Completion), the Consultant will notify the District and a final accounting will be performed on the cost of the Improvements. The District shall pay the Consultant the remaining amount of the Fee due and it shall not be adjusted or recalculated.

EXHIBIT C

BUDGET FOR IMPROVEMENTS AND SERVICES

SOFT COST - HORIZONTAL INFRASTRUCTURE & OPEN SPACE ESTIMATE	
Architecture & Engineering	\$3,400,000.00
Other Consulting Engineers	\$200,000.00
Geo-Tech, Surveys & Materials Testing	\$1,000,000.00
Permits & Utility Fees	\$1,250,000.00
Legal & Insurance	\$565,000.00
District Marketing & Branding	\$1,000,000.00
SOFT COST TOTAL	\$7,415,000.00
HARD COST - HORIZONTAL INFRASTRUCTURE & OPEN SPACE ESTIMATE	
GENERAL REQUIREMENTS	\$1,318,277.00
CONCRETE (Cast In Place & Precast)	\$3,298,016.00
METALS	\$2,113,427.00
WOODS & PLASTIC	\$203,217.00
THERMAL/MOISTURE	\$446,915.00
PAINTING	\$116,165.00
ELECTRICAL	\$3,487,692.00
EARTHWORK	\$7,924,846.00
Earthwork	\$7,404,201.00
Dewatering	\$25,000.00
Shoring	\$427,291.00
Dried Coissons	\$68,354.00
IMPROVEMENTS	\$11,334,567.00
Fire Pit	\$58,034.00
Asphalt Paving	\$306,294.00
Unit Paving	\$1,635,534.00
Site Concrete	\$2,063,934.00
Striping & Signage	\$170,755.00
Site Furnishings	\$803,495.00
Fences & Gates	\$123,177.00
Landscaping and Irrigation	\$2,421,819.00
Water Features	\$1,844,593.00
Play Equipment, Sport Courts and Dog Park Elements	\$1,031,932.00
Climbing Rhino Structure (outside of GC Contract, Owner Contracted)	\$875,000.00
UTILITIES	\$6,627,890.00
Utilities	\$567,800.00
Water Utilities	\$426,357.75
Sanitary Sewerage Utilities	\$179,974.84
Storm Drainage Utilities	\$3,723,424.80
Electrical Utilities	\$450,000.00
Lighting	\$3,792,447.27
SUBTOTAL	\$36,871,012.00
General Conditions	\$2,547,755.00
Contractor Contingency (3.50%) & Fee (4.50%)	\$3,297,208.00
Subcontractor Default Insurance	\$451,716.00
GL & Builders Risk	\$624,817.00
Owner Hard Cost Contingency (10%)	\$4,379,250.80
HARD COST TOTAL	\$48,171,758.80
Development Management & Administration (8% of hard & soft)	\$4,446,940.70
GRAND TOTAL ESTIMATE	\$60,033,699.50



February 27, 2024

Via Email

Mike Kuyper, PE, PMP
 Central Engineering Manager
 TRIUNITY, Inc.
 633 17th Street, Suite 1500
 Denver, CO 80202

Re: Stormwater Maintenance Services
 Denargo Market District, Denver CO
 Proposal Number: CO-PO24183

Dear Mr. Kuyper:

We are pleased to provide this proposal for stormwater maintenance services for the Denargo Market District stormwater systems. This proposal shall provide maintenance services for the catch basins and manholes, noted as needing maintenance on the January 31, 2024 Stormwater Compliance Solutions inspection report.

1. Project Description – Our proposal will follow the industry standard Best Management Practices for stormwater facility maintenance. The systems that have been identified in the District are:

Stormwater Management Systems On-Site

- a) 9 inlets
- b) 12 manholes
- c) 1 outfall

Stormwater Facility Maintenance – We will perform confined space maintenance where a team will enter the catch basins and manholes **which were noted on the inspection report as needing maintenance**. The crew will vacuum out any sediment and debris with the use of a vac truck. If confined space entry is deemed necessary, all combined space protocols will be used and all safety precautions followed.

Catch Basin Cleaning/CSE			
Qty	Description	Unit	Total Cost
1	Mobilization	LS	
1	Safety Equipment/PPE	LS	
6	Jet Vac Truck (includes operator and laborer)	Hourly	
2	Jet Vac Disposal	Hourly	

Re: Stormwater Maintenance Services
 Denargo Market District, Denver CO
 Proposal Number: CO-PO24183

1	Pumps, and plugs	LS	
1	Confined Space Entry Team	LS	
1	Project Manager with Report	LS	
Total			\$6,250.00

We will conduct the maintenance and prepare a full report with photos for cost of **\$6,250.00**
Please Note: Disposal Costs are noted below.

****A permit may need to be obtained by the City if any lane closures or traffic control are required. If this service is needed the costs would be the responsibility of Triunity. SCS can provide a cost for procuring this for Triunity if this is needed, however it is not included within this proposal.****

2. Water/Solids Disposal Conditions:

- **Sediment Disposal** – Non-contaminated sediment only. PCB or HOC’s will be rejected.
- **Water Disposal Service:** Includes up to 2% sediment. Wastewater with more than 2% sediment or solids will be assessed a ‘sediment surcharge’ of \$0.03 for each 1% increase in percent solids. Polychlorinated Biphenyls (PCB’s) must be non-detect. Loads rejected for PCB’s are subject to additional charges for demurrage and testing while arranging possible alternate disposal. Loads above 1,000 PPM (parts per million) total HOC (halogenated organic compounds) subject to possible facility rejection and demurrage until a suitable approved disposal can be arranged. The disposal rates are subject to annual adjustment.

DISPOSAL COSTS: The cost is \$1,390.00 for up to 2 cubic yard of sediment and 200 gallons of water. If there is a greater amount of sediment and water, the balance will be charged at \$500.00 per cubic yard for sediment and \$1.95 per gallon for water.

Disposal Cost*				
Qty	Unit	Description	Cost	Subtotal
200	Gallon	Oily Waste Water	\$1.95	\$390.00
2	CY	Solids Disposal	\$500.00	\$1,000.00
Total Disposal Cost:				\$1,390.00

Re: Stormwater Maintenance Services
Denargo Market District, Denver CO
Proposal Number: CO-PO24183

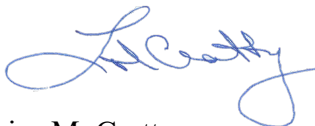
3. Specific Details – All operators of equipment are OSHA trained and properly insured. Confined space crews are OSHA certified and use safety gear required by industry standards. The jet vac rates always include 2 operators and additional labor as needed for the project, unless three is specified. All fuel is included for any jet vac services. If there is reason to believe there is contamination in the water or sediment that material will need to be tested prior to any maintenance work being conducted and a proper disposal facility will be chosen. The cost for all of the testing and disposal is not provided in this proposal and will be provided at the time of services, depending on many different factors.

Payment terms – Fees for inspection and reporting will be billed upon completion, with payment due upon receipt (30 days). Invoices over thirty (30) days old will be subject to a 1½% per month (18% annual) service charge. Any outstanding balance over sixty (60) days may be grounds for stopping all work on the project until the account is made current. Sales tax applies to all Colorado taxable services. Inspection & maintenance services are non-taxable.

By signing this proposal and returning it to our office with a purchase order or work order, you will acknowledge the terms and conditions of this proposal and allow us to begin working on the project. This proposal is valid for all of 2024.

Thank you for the opportunity to provide this proposal. If you have any questions, please do not hesitate to call me at (970) 999-0480.

Very truly yours,



Lisa M. Cratty
Director of Compliance

Accepted by:

Signature

Date

Printed Name

Title