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 A CONTINUED 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 18, 2024

TIME: 4:15 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. Confirm quorum, location of meetings and posting of meeting notices. Approve agenda.

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. LEGAL MATTERS

A. 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 Denargo Market Metropolitan District No. 1 ("District No. 1") and JV LODO Denargo LLC (enclosure). B. Review and consider approval of Project Management Service Agreement by and between District No. 1 and JV LODO Denargo LLC (enclosure).

IV. OPERATION AND MAINTENANCE

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

V. OTHER MATTERS

- A. _____
- VI. ADJOURNMENT <u>THE NEXT REGULAR MEETING IS SCHEDULED FOR JUNE</u> 18, 2024.





DENARGO MARKET METROPOLITAN DISTRICT NO. 1

ENGINEER'S REPORT AND VERIFICATION OF COSTS ASSOCIATED WITH PUBLIC IMPROVEMENTS

PREPARED BY: SCHEDIO GROUP LLC 809 14TH STREET, SUITE A GOLDEN, COLORADO 80401

LICENSED PROFESSIONAL ENGINEER: TIMOTHY A. MCCARTHY STATE OF COLORADO LICENSE NO.: 44349

DATE PREPARED: March 14, 2024

CLIENT NO.: 220102 PROJECT: Denargo Market Horizontal Infrastructure

Engineer's Report and Verification of Costs No. 1





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ENGINEER'S VERIFICATION

ENGINEER'S VERIFICATION

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ENGINEER'S REPORT

INTRODUCTION

Per the request of Denargo Market Metropolitan District No. 1 ("District"), Schedio Group LLC ("Schedio Group") provided a *Proposal for Independent Professional Engineer's Review of Costs Incurred and Verification of Costs Associated with the Design and Construction of Public Improvements*, included as *Exhibit A – Scope of Services* to *Service Agreement for Cost Verification Services* ("Agreement") by and between the District and Schedio Group and executed May 31, 2022. This *Engineer's Report and Verification of Costs Associated with Public Improvements* ("Report") is the 1st deliverable associated with the Agreement, more specifically *Task 1 – Independent Professional Engineer's Review of Costs Incurred and Verification of Costs Associated with the Design and Construction of Public Improvements*.

Schedio Group has reviewed the *Service Plan for Denargo Market Metropolitan District No. 1* ("Service Plan"), prepared by McGeady Sisneros, P.C. and approved March 8, 2010. Per the Service Plan, the development is expected to contain approximately 28 acres anticipated to be utilized for residential and limited commercial and retail purposes. The population of the Districts is estimated to be 6,650 persons at build-out. Per *Exhibit I – Improvements and Costs* to the Service Plan, the total costs of the Public Improvements are estimated to be approximately \$22,100,000.00 in 2009 dollars.

Per the Service Plan:

II. <u>Purposes of Management District</u>. The Management District is anticipated to act as the management district responsible for managing, implementing and coordinating the financing, acquisition, construction, completion, operation and maintenance of all public infrastructure and services within and without the Project, including without limitation all streets, safety protection, water, sewer and storm drainage, transportation, mosquito control, and park and recreation facilities which are more particularly described in Parts V and VI (the "Improvements").

Schedio Group also reviewed the 2022 – 2025 Facilities Funding and Acquisition Agreement ("FFAA"), by and between Denargo Market Metropolitan District No. 1 and JV Denargo LLC ("Developer"), dated October 11, 2022.

Per the FFAA:

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 payments provided to the District pursuant to Section 3.4 herein. The Developer shall provide the District and/or the independent engineer with the written evidence of the date that payment was made by the Developer for all Verified Costs.





The purpose of this Report is to verify costs and construction progress, as applicable, associated with the design and construction of Public Improvements as authorized by the Service Plan, and provide the certification of an independent engineer regarding Verified Costs as required by the FFAA.

SUMMARY OF FINDINGS

To date, Schedio Group has reviewed a total of \$10,444,900.13 in soft and indirect costs associated with the design and construction of improvements. Of the \$10,444,900.13 reviewed, Schedio Group has verified \$6,160,600.91 as Public Capital Costs associated with the design and construction of Public Improvements. Therefore, the Total Verified Public Amount eligible for Developer Reimbursement to date is \$6,160,600.91. See *Figure 1 – Summary of Verified Soft and Indirect Costs Segregated by Service Plan Category* below.

	T	OT CUR AMT VER VER NO 1
SOFT AND INDIRECT		
CAPITAL		
Streets	\$	2,004,016.62
Water	\$	538,509.70
Sanitary Sewer	\$	536,913.65
Parks and Recreation	\$	2,001,030.48
TOTAL SOFT AND INDIRECT COSTS>	\$	5,080,470.46
HARD		
CAPITAL		
Streets	\$	270,032.61
Water	\$	270,032.61
Sanitary Sewer	\$	270,032.61
Parks and Recreation	\$	270,032.61
TOTAL HARD COSTS>	\$	1,080,130.45
SOFT AND INDIRECT + HARD		
CAPITAL		
Streets	\$	2,274,049.23
Water	\$	808,542.32
Sanitary Sewer	\$	806,946.27
Parks and Recreation	\$	2,271,063.10
VER TOT CUR SOFT AND INDIRECT + HARD AMT>	\$	6,160,600.91

Figure 1 – Summary of Verified Soft and Indirect Costs Segregated by Service Plan Category

DETERMINATION OF PUBLIC PRORATION PERCENTAGE

Figure 2 – Determination of Public Proration Percentage below summarizes the public and private areas within the District. The ratio of Total Public Area to Total Area yields a Public Proration Percentage that can be applied to select costs with both public and private components. Areas were taken directly from or derived from the Denargo Market Subdivision Filing No. 3 Final Plat. The Public Proration Percentage





was calculated and applied as deemed appropriate by Schedio Group. See *Exhibit A – Summary of Costs Reviewed* for application of the Public Proration Percentages.

PLAT	TOT AREA (SF)	TOT LOT AREA (SF)	TOT TRACT AREA (SF)	TOT ROW AREA (SF)	TOT PRI AREA (SF)	TOT PUB AREA (SF)	PPP	
Denargo Market Subdivision Filing No. 3	487,425	334,549	152,876	0	334,549	152,876	31.36%	
TOT FILING AREA>	487,425	334,549	152,876	0	334,549	152,876	31.36%	
Figure 2 – Determination of Public Proration Percentage								

VERIFICATION OF COSTS

Schedio Group reviewed soft, indirect, and hard costs associated with the design and construction of Public Improvements. Schedio Group found costs associated with Public Improvements to be reasonable when compared to similar projects, during similar time frames in similar locales.

VERIFICATION OF PAYMENTS

Schedio Group verified payments of \$8,159,508.73, of which \$3,937,130.56 is associated with the design and construction of Public Improvements. Schedio Group did not verify payments for Project Management Fees reviewed in the amount of \$2,223,470.35 as the District will pay this amount directly to the Developer subsequent to this Report.

VERIFICATION OF CONSTRUCTION

Schedio Group did not perform a site visit as only soft and indirect costs were reviewed in this Report.

SPECIAL CIRCUMSTANCES AND NOTABLE METHODOLOGIES

None.





ENGINEER'S VERIFICATION

Timothy A. McCarthy, P.E. / Schedio Group LLC ("Independent Consulting Engineer") states as follows:

The Independent Consulting Engineer is an engineer duly qualified and licensed in the State of Colorado with experience in the design, construction, and verification of Public Improvements of similar type and function as those described in the attached Engineer's Report dated March 14, 2024.

The Independent Consulting Engineer reviewed construction and legal documents provided by others, related to the design and construction of Public Improvements considered in the attached Engineer's Report, to state the conclusions set forth in this Engineer's Verification.

The Independent Consulting Engineer did not perform a site visit, as this report reviewed only soft and indirect costs.

The Independent Consulting Engineer determined that Public Improvements considered in the attached Engineer's Report, from July 15, 2019 (date of Kaplan Kirsch Rockwell Invoice No. 29376) to August 31, 2023 (date of Sidecar PR Invoice No. 14-Denargo), are reasonably valued at \$6,160,600.91.

In the opinion of the Independent Consulting Engineer, the above-stated value for soft, indirect, and hard costs associated with the design and construction of the Public Improvements is reasonable and consistent with costs associated with similar Public Improvements constructed for similar purposes at similar locales during a similar timeframe.

The Independent Consulting Engineer recommends that Denargo Market Metropolitan District No. 1 reimburse JV Denargo LLC an amount of **\$6,160,600.91**.

March 14, 2024

Timothy A. McCarthy, P.E. Colorado License No. 44349

PROGRAM MANAGEMENT | ENGINEERING CONSULTING | SPECIAL DISTRICTS





EXHIBIT A

SUMMARY OF COSTS REVIEWED

PROGRAM MANAGEMENT | ENGINEERING CONSULTING | SPECIAL DISTRICTS

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1 SOFT Formativ Development Company Denargo Staffing Reimbursement 174 01/20/22 \$ 1 SOFT Formativ Development Company Denargo, ISSS, and Parets 1.4, & 75 stifting Reimbursemen 187 02/2/22 \$ 1 SOFT Formativ Development Company Denargo, ISSS, and Parets 1.4, & 75 stifting Reimbursemen 187 02/2/22 \$ 1 SOFT Formativ Development Company Denargo, ISSS, and Parets 1.4, & 75 stifting Reimbursemen 189 02/2/22 \$	40,000.00 \$ - \$ 40,000.00 NCG 40,000.00 \$ - \$ 40,000.00 NCG	305 04/25/22 \$ 40,000.00 05/09/22 325 05/09/22 \$ 40,000.00 05/31/22	\$ 40,000.00 100.00% \$ 40,000.00 \$ \$ 40,000.00 100.00% \$ 40,000.00 \$	40,000.00 0.00% \$	S 0.00% S	S - 100.00% S S - 100.00% S		s s
1 SOFT Formativ Development Company Denargo, LDSS, and Parcels 1, 4, & 7 Staffing Reimbursemen 191 04/19/22 \$	40,000.00 \$ - \$ 40,000.00 NCG	325 05/09/22 5 40,000.00 05/31/22 342 06/06/22 5 40,000.00 06/13/22 :	S 40,000.00 100.00% S 40,000.00 S S 40,000.00 100.00% S 40,000.00 S	40,000.00 0.00% \$	- S - 0.00% S	- S - 100.00% S	- 5 - 5 - 5	- 5 - 5 -
1 SOPT Formativ Development Company Denargo, LDSS, and Parcels 1, 4, & 754 Imir, Reimburcement 1933 OS/2022 S 1 SOPT Formativ Development Company Denargo Staffing Reimburcement, LDSS, and Parcels 1, 4, & 195 OS/21/22 S 1 SOPT Formativ Development Company Denargo Staffing Reimburcement, LDSS, and Parcels 1, 4, & 195 OS/21/22 S 2 SOPT Formativ Development Company Denargo Staffing Reimburcement, LDSS, and Parcels 1, 4, & 195 OS/21/22 S	40,000.00 \$ - \$ 40,000 NCG 30,000.00 \$ - \$ 30,000.00 NCG	362 07/12/22 \$ 40,000.00 07/22/22 : 381 08/08/22 \$ 30,000.00 08/29/22 :	\$ 40,000.00 100.00% \$ 40,000.00 \$ \$ 30,000.00 100.00% \$ 30,000.00 \$	40,000.00 0.00% \$ 30,000.00 0.00% \$	S 0.00% S	- \$ - 100.00% \$	\$ \$ \$	s s s
1 SOFT Formativ Development Company Denargo Staffing Reimbursement, LDSS, and Parcels 1, 4, & 196 07/27/22 \$	30,000.00 \$ - \$ 30,000.00 NCG	408 09/07/22 \$ 30,000.00 10/03/22	\$ 30,000.00 100.00% \$ 30,000.00 \$	30,000.00 0.00% \$	- S - 0.00% S	\$ - 100.00% \$	\$ \$	\$ \$
	30,000.00 \$ - \$ 30,000.00 NCG 30,000.00 \$ - \$ 30,000.00 NCG	433 09/29/22 \$ 30,000.00 10/18/22 3 453 11/17/22 \$ 30,000.00 12/02/22	\$ 30,000.00 100.00% \$ 30,000.00 \$ \$ 30,000.00 100.00% \$ 30,000.00 \$	30,000.00 0.00% \$ 30.000.00 0.00% \$	- S - 0.00% S	- \$ - 100.00% \$	- <u>\$</u>	- <u>\$</u>
1 OPT Formatic Devel opposet: Oppoper Develop Staffs & Inducement, USS, and Fanish, S, 4, 6 136 -00/2721 5 1 1.0071 Formatic Devel opposet: Oppoper Develop Staffs & Inducement, USS, and Fanish, S, 4, 6 136 -00/2721 5 1 5.0071 Formatic Devel opposet: Oppoper Develop Staffs & Inducement, USS, and Fanish, S, 4, 6 200 -10/0721 5 1 5.0071 Formatic Devel opposet: Oppoper Develop Staffs & Inducement, USS, and Fanish, S, 4, 6 200 -10/0721 5 1 5.0071 Formatic Devel opposet: Oppoper Develop Staffs & Inducement, Pascil, 1, 4, 5 200 -10/0721 5 1 5.0071 Formatic Development: Oppoper Develop Staffs & Inducement, Pascil, 1, 4, 5 200 -10/0721 5	30,000.00 \$ \$ 30,000.00 NCG	472 12/15/22 \$ 30,000.00 01/04/23 486 01/19/23 \$ 25,725.24 03/02/23	S 30,000.00 100.00% S 30,000.00 S S 25,725.24 100.00% S 25,725.24 S	30,000.00 0.00% \$	- S - 0.00% S	S - 100.00% S	s s s	· \$ · \$
SOF1 Formativ Development Company Denargo Staffing Reimbursement, DSS, and Varcels 1, 4, & 200 11/04/22 S SOFT Formativ Development Company Denargo Staffing Reimbursement, Parcels 1, 4, & 7 Staffing P 201 12/01/22 S	25,725.24 S - S 25,725.24 NG 25,000.00 S - S 25,000.00 NG	486 01/19/23 5 25,725.24 03/02/23 501 02/14/23 \$ 25,000.00 03/02/23	\$ 25,725.24 100.00% \$ 25,725.24 \$ \$ 25,000.00 100.00% \$ 25,000.00 \$	25,725.24 0.00% S	- S - 0.00% S	- 5 - 100.00% 5	- 5 - 5 - 5	- 5 - 5 -
	10,000.00 \$ - \$ 10,000.00 NCG 10,000.00 \$ - \$ 10,000.00 NCG	532 03/21/23 \$ 10.000.00 03/28/23	\$ 10,000.00 100.00% \$ 10,000.00 \$ \$ 10,000.00 100.00% \$ 10,000.00 \$	10,000.00 0.00% \$	S 0.00% S	- \$ - 100.00% \$	\$ \$ \$	s s s
1 SOFT Formativ Development Company Denargo Staffing Reimbursement 220-REV 03/01/23 \$	10,000.00 \$ - \$ 10,000.00 NCG	532 03/21/23 \$ 10,000.00 03/28/23 546 04/24/23 \$ 10,000.00 05/08/23	\$ 10,000.00 100.00% \$ 10,000.00 \$	10,000.00 0.00% \$	- \$ - 0.00% \$	S - 100.00% S	\$ \$	\$ \$
1 SOFT Formativ Development Company Denargo Staffing Reimbursement 225-REV 04/01/23 \$ 1 SOFT Formativ Development Company Denargo Staffing Reimbursement 230-REV 05/01/23 \$	10,000.00 \$ - \$ 10,000.00 NCG 10,000.00 \$ - \$ 10,000.00 NCG	565 05/11/23 \$ 10,000.00 05/22/23 : 565 05/11/23 \$ 10,000.00 05/22/23 :	\$ 10,000.00 100.00% \$ 10,000.00 \$ \$ 10,000.00 100.00% \$ 10,000.00 \$	10,000.00 0.00% \$ 10,000.00 0.00% \$	- S - 0.00% S	- \$ - 100.00% \$	- <u>\$</u>	- <u>\$</u>
1 SOFT Formativ Development Company Departo Staffing Reimbursement 234/REV 05/01/23 S	10,000.00 \$ - \$ 10,000.00 NCG	586 06/15/23 \$ 10,000.00 07/17/23	\$ 10.000.00 100.00% \$ 10.000.00 \$	10,000.00 0.00% \$	- \$ - 0.00% \$	· \$ · 100.00% \$	- s - s - s	\$ \$
1 SOFT Formativ Development Company Denargo Staffing Reimbursement 241.REV 07/01/23 5 1 SOFT Formativ Development Company Denargo Staffing Reimbursement 246.REV 08/01/23 5	10,000.00 \$ - \$ 10,000.00 NCG 10,000.00 \$ - \$ 10,000.00 NCG	600 07/14/23 \$ 10,000.00 08/01/23 5 614 08/10/23 \$ 10,000.00 09/13/23	\$ 10,000.00 100.00% \$ 10,000.00 \$ \$ 10,000.00 100.00% \$ 10,000.00 \$	10,000.00 0.00% S 10,000.00 0.00% S	- S - 0.00% S	- S - 100.00% S		· · · · · · · · · · · · · · · · · · ·
1 SOFT Formativ Development Company Denargo Staffing Reimbursement 250 REV 08/21/23 \$ 1 SOFT Golub & Company Staffing Reimbursement Fee IVC44952 09/05/19 \$	10,000.00 \$ - \$ 10,000.00 NCG 60,000.00 \$ - \$ 60,000.00 NCG	632 09/19/23 7 09/25/19 \$ 60,000.00 09/26/19	\$ - 100.00% \$ 10,000.00 \$ \$ 60,000.00 100.00% \$ 60,000.00 \$	- 0.00% \$	- S - 0.00% S	- \$ - 100.00% \$	\$ \$ \$	· \$ · \$ ·
	30,000.00 \$ - \$ 30,000.00 NCG			30,000.00 0.00% \$	- \$ - 0.00% \$	- \$ - 100.00% \$	\$ \$	\$ \$
1 SOFT Golub & Company Staffing Reimbursement Fee IVC45194 11/06/19 \$ 1 SOFT Golub & Company Staffing Reimbursement Fee IVC45385 12/05/19 \$	10,000.00 \$ - \$ 10,000.00 NOG 10,000.00 \$ - \$ 10,000.00 NOG	32 01/20/20 \$ 10,000.00 01/21/20 32 01/20/20 \$ 10,000.00 01/21/20	\$ 10,000.00 100.00% \$ 10,000.00 \$ \$ 10,000.00 100.00% \$ 10,000.00 \$	10,000.00 0.00% \$	- \$ 0.00% \$	- \$ - 100.00% \$	- <u>s</u> - <u>s</u> - <u>s</u>	- <u>s</u> - <u>s</u> -
1 SOFT Golub & Company Staffing Reimbursement Fee IVC45441 01/07/20 \$	10,000.00 \$ - \$ 10,000.00 NCG	45 02/10/20 \$ 10,000.00 02/12/20	\$ 10,000.00 100.00% \$ 10,000.00 \$	10,000.00 0.00% \$	- \$ - 0.00% \$	· \$ · 100.00% \$	- s - s - s	· \$ · \$
1 SOPT Golub & Company Staffing Beinburs mener Fee 1/024341 00/07/20 5 1 SOPT Golub & Company Staffing Beinburs mener Fee 1/0245005 00/02/20 5 1 SOPT Golub & Company Staffing Beinburs mener Fee 1/024502 00/19/20 5 1 SOPT Golub & Company Staffing Beinburs mener Fee 1/024567 00/19/20 5	10,000.00 \$ - \$ 10,000.00 NCG 10,000.00 \$ - \$ 10,000.00 NCG 10,000.00 \$ - \$ 10,000.00 NCG	45 02/10/20 \$ 10,000.00 02/12/20 60 04/27/20 \$ 10,000.00 05/07/20 59 04/27/20 \$ 10,000.00 05/07/20	\$ 10,000.00 100.00% \$ 10,000.00 \$ \$ 10,000.00 100.00% \$ 10,000.00 \$ \$ 10,000.00 100.00% \$ 10,000.00 \$ \$ 10,000.00 100.00% \$ 10,000.00 \$	10,000.00 0.00% \$ 10,000.00 0.00% \$	- S - 0.00% S	- S - 100.00% S	- <u>s</u> - <u>s</u> - <u>s</u>	- <u>S</u> - <u>S</u> -
	10,000.00 \$ - \$ 10,000.00 NCG	69 05/08/20 \$ 10,000.00 06/11/20 78 07/20/20 \$ 10,000.00 07/22/20	5 10,000.00 100.00% S 10,000.00 S	10,000.00 0.00% \$	S 0.00% S	- S - 100.00% S	5 5	s s .
1 COT Golds & Guipery Confing inclusionsmont Fee (FoldBall 600/070 5 1 SOT Golds & Guipery Confing inclusionsmont Fee (VICMB01 601/4/20 5 1 SOT Golds & Guipery Soffing inclusionsmont Fee (VICMB01 601/4/20 5 1 SOT Golds & Guipery Soffing inclusionsmont Fee (VICMB01 001/4/20 5 1 SOT Golds & Company Soffing inclusionsmont Fee (VICMB01 001/4/20 5 1 SOT Golds & Company Soffing inclusionsmont Fee (VICMB01 001/2/20 5	10,000.00 \$ - \$ 10,000.00 NCG	79 07/20/20 \$ 10,000.00 07/22/20 \$	\$ 10,000.00 100.00% \$ 10,000.00 \$ \$ 10,000.00 100.00% \$ 10,000.00 \$	10,000.00 0.00% S	- S - 0.00% S	- S - 100.00% S	s s	
1 SOPT Golub & Company 3strling & leinbursement Fee IVC46928 06/6/200 5 1 SOPT Golub & Company Starling Beinbursement Fee IVC460377 07/22/20 5 1 SOPT Golub & Company Starling Beinbursement Fee IVC460377 07/22/20 5 1 SOPT Golub & Company Starling Beinbursement Fee IVC46317 07/22/20 5	10,000.00 \$ - \$ 10,000.00 NCG 10,000.00 \$ - \$ 10,000.00 NCG 10,000.00 \$ - \$ 10,000.00 NCG	86 08/14/20 \$ 10,000.00 08/19/20 98 09/24/20 \$ 10,000.00 09/30/20	\$ 10,000.00 100.00% \$ 10,000.00 \$ \$ 10,000.00 100.00% \$ 10,000.00 \$	10,000.00 0.00% \$	S 0.00% S	- S - 100.00% S	S S S	S S
	10,000.00 \$ - \$ 10,000.00 NCG	114 12/07/20 \$ 10,000.00 12/08/20		10,000.00 0.00% \$	- S 0.00% S	- S - 100.00% S	s s	\$ \$
1 SOFT Golub & Company Staffing Relmbursement Fee IVC46302 11/01/20 S 1 SOFT Golub & Company Staffing Relmbursement Fee IVC46416 12/03/20 \$	10,000.00 \$ - \$ 10,000.00 NCG 10,000.00 \$ - \$ 10,000.00 NCG	114 12/07/20 \$ 10,000.00 12/08/20 126 02/23/21 \$ 10,000.00 03/04/21 1	S 10,000.00 100.00% \$ 10,000.00 \$ \$ 10,000.00 100.00% \$ 10,000.00 \$ \$ 10,000.00 100.00% \$ 10,000.00 \$	10,000.00 0.00% \$ 10,000.00 0.00% \$	- S 0.00% S	- \$ - 100.00% \$	- <u>s</u> - <u>s</u> - <u>s</u>	- <u>\$</u>
1 SOET Golub & Company Staffing Reimburgement Eee UVC45509 01/07/21 \$	10,000.00 \$ - \$ 10,000.00 NCG	126 02/23/21 \$ 10,000.00 03/04/21	\$ 10,000.00 100.00% \$ 10,000.00 \$	10,000.00 0.00% S	- \$ - 0.00% \$	- S - 100.00% S	- 5 - 5 - 5	- S - S -
1 SOFT Golub & Company Staffing Reimbursement Fee IVC45581 03/04/21 S	10,000.00 \$ - \$ 10,000.00 NCG 10,000.00 \$ - \$ 10,000.00 NCG	139 04/09/21 \$ 10,000.00 04/13/21 139 04/09/21 \$ 10,000.00 04/13/21	\$ 10,000.00 100.00% \$ 10,000.00 \$ \$ 10,000.00 100.00% \$ 10,000.00 \$	10,000.00 0.00% \$ 10,000.00 0.00% \$	- \$ - 0.00% \$	S · 100.00% S	- <u>s</u> - <u>s</u> - <u>s</u>	- <u>S</u>
1 SOFT Golub & Company Staffing Reimbursement Fee IVC46751 04/02/21 \$	10,000.00 \$ - \$ 10,000.00 NCG 10,000.00 \$ - \$ 10,000.00 NCG	158 06/10/21 \$ 10,000.00 06/15/21 :	\$ 10,000.00 100.00% \$ 10,000.00 \$ \$ 10,000.00 100.00% \$ 10,000.00 \$	10,000.00 0.00% \$	- S - 0.00% S	- S - 100.00% S	- 5 - 5 - 5	- S - S -
1 SOFT Golub & Company Staffing Relmbursement Fee IVC46852 05/06/21 \$ 1 SOFT Golub & Company Staffing Relmbursement Fee IVC46951 06/03/21 \$	10,000.00 \$ - \$ 10,000.00 NCG	158 06/10/21 \$ 10,000.00 06/15/21 : 172 07/28/21 \$ 10,000.00 08/03/21 :	\$ 10,000.00 100.00% \$ 10,000.00 \$	10,000.00 0.00% \$ 10,000.00 0.00% \$	- S - 0.00% S	- S - 100.00% S	s s s	
1 SOFT Golub & Company Staffing Reinbursement Fee (VC4064) 06/01/21 5 1 SOFT Golub & Company Project Manager Allocation (VC4014) 06/14/21 5 1 SOFT Golub & Company Staffing Reinbursement Fee (VC4014) 06/14/21 5 2 SOFT Golub & Company Staffing Reinbursement Fee (VC4014) 06/14/21 5	14,451.00 \$ - \$ 14,451.00 NCG 10,000.00 \$ - \$ 10,000.00 NCG	172 07/28/21 \$ 10,000.00 08/03/21 172 07/28/21 \$ 14,451.00 08/03/21 172 07/28/21 \$ 10,000.00 08/03/21 172 07/28/21 \$ 10,000.00 08/03/21	\$ 14,451.00 100.00% \$ 14,451.00 \$ \$ 10,000.00 100.00% \$ 10,000.00 \$	14,451.00 0.00% \$ 10,000.00 0.00% \$	- S - 0.00% S	- \$ - 100.00% \$	- <u>s</u> - <u>s</u> - <u>s</u>	- <u>\$</u> - <u>\$</u> -
	14.451.00 \$ - \$ 14.451.00 NCG	172 07/28/21 \$ 14.451.00 08/03/21	\$ 14.451.00 100.00% \$ 14.451.00 \$	14,451.00 0.00% \$	- \$ - 0.00% \$	5 · 100.00% 5	\$ \$ \$	s s
SOFT Golub & Company Staffing Reinbursement Fee IVC47159 08(/05/21 \$ SOFT Golub & Company Project Manager Allocation IVC47152 08(/05/21 \$	10,000.00 \$ - \$ 10,000.00 NCG 14,451.00 \$ - \$ 14,451.00 NCG		\$ 10,000.00 100.00% \$ 10,000.00 \$ \$ 14,451.00 100.00% \$ 14,451.00 \$	10,000.00 0.00% \$	- \$ 0.00% \$	- \$ - 100.00% \$	- <u>s</u> - <u>s</u> - <u>s</u>	· · · · · ·
1 SOFT Golub & Company Staffing Reimbursement Fee IVC47314 09/08/21 \$	10,000.00 \$ - \$ 10,000.00 NCG	214 10/05/21 \$ 10,000.00 10/06/21	\$ 10,000.00 100.00% \$ 10,000.00 \$	10,000.00 0.00% \$	- \$ - 0.00% \$	· \$ · 100.00% \$	- s - s - s	· \$ · \$ ·
1 SOFT Golub & Company Payroll True Up IVC47315 09/08/21 \$ 1 SOFT Golub & Company Payroll and Payroll Taxes IVC47362 09/20/21 \$	3,354.65 \$ - \$ 3,354.65 NCG 6,939.44 \$ - \$ 6,939.44 NCG	214 10/05/21 \$ 3,354.65 10/06/21 224 10/29/21 \$ 6,939.44 12/07/21	\$ 3,354.65 100.00% \$ 3,354.65 \$ \$ 6,939.44 100.00% \$ 6,939.44 \$	3,354.65 0.00% \$ 6.939.44 0.00% \$	S 0.00% S	- S - 100.00% S	- <u>s</u> - <u>s</u> - <u>s</u>	· · · · · ·
1 SOFT Golub & Company Staffing Reimbursement Fee IVC47381 10/07/21 \$	10,000.00 \$ - \$ 10,000.00 NCG	224 10/29/21 \$ 10,000.00 12/07/21	\$ 10,000.00 100.00% \$ 10,000.00 \$	10,000.00 0.00% \$	- \$ - 0.00% \$	\$ - 100.00% \$	s s s	- \$ - \$
1 SOFT Golub & Company Psynoli and Psynoli Taxes IVEC4028 1007/21 5 1 SOFT Golub & Company Psynoli and Psynoli Taxes IVEC4174 10/2021 5 1 SOFT Golub & Company Psynoli and Psynoli Taxes IVEC4174 10/2021 5 1 SOFT Golub & Company Psynoli and Psynoli Taxes IVEC41762 11/04/21 5	6,939.44 \$ - \$ 6,939.44 NCG 6,939.44 \$ - \$ 6,939.44 NCG	224 10/29/21 \$ 6,939.44 12/07/21 235 12/08/21 \$ 6,939.44 12/14/21 235 12/08/21 \$ 6,939.44 12/14/21 235 12/08/21 \$ 6,939.44 12/14/21	\$ 6,939.44 100.00% \$ 6,939.44 \$ \$ 6,939.44 100.00% \$ 6,939.44 \$	6,939.44 0.00% \$ 6,939.44 0.00% \$	- S - 0.00% S	- \$ - 100.00% \$	- <u>s</u> - <u>s</u> - <u>s</u>	· · · · · · · · ·
1 SOFT Golub & Company Payroll and Payroll Taxes IVC47474 10/20/21 \$ 1 SOFT Golub & Company Payroll and Payroll Taxes IVC47474 10/20/21 \$ 1 SOFT Golub & Company Payroll and Payroll Taxes IVC47474 10/20/21 \$ 1 SOFT Golub & Company Payroll and Payroll Taxes IVC474750 11/04/21 \$	6,939.44 \$ - \$ 6,939.44 NCG	235 12/08/21 \$ 6,939.44 12/14/21	\$ 6,939.44 100.00% \$ 6,939.44 \$	6,939.44 0.00% \$	- S - 0.00% S	· \$ · 100.00% \$	- s - s - s	s s .
1 SOFT Golub & Company Staffing Relmbursement Fee IVC47508 11/04/21 \$ 1 SOFT Golub & Company Payroll and Payroll Taxes IVC47585 11/18/21 \$	6,939.44 \$ - \$ 6,939.44 NCG	251 01/26/22 \$ 6,939.44 02/01/22 :	\$ 10,000.00 100.00% \$ 10,000.00 \$ \$ 6,939.44 100.00% \$ 6,939.44 \$	6,939.44 0.00% \$	- S - 0.00% S	- \$ - 100.00% \$	- s - s - s	· · · · · ·
1 SOFT Golub & Company Payroll and Payroll Taxes IVC47619 12/06/21 \$	6,939.44 \$ - \$ 6,939.44 NCG 10,000.00 \$ - \$ 10,000.00 NCG	251 01/26/22 \$ 6.939.44 02/01/22	\$ 6,939.44 100.00% \$ 6,939.44 \$	6,939.44 0.00% \$	- \$ - 0.00% \$	- \$ - 100.00% \$	\$ \$ \$	s s s
1 SOPT Golub & Company Staffing Neinburstement Fe IV/C2781 12/06/21 S 1 SOPT Golub & Company Payroll and Payroll Taxes IVC27893 12/20/21 S 1 SOPT Golub & Company Payroll and Payroll Taxes IVC27893 12/20/21 S 1 SOPT Golub & Company Payroll and Payroll Taxes IVC2793 12/20/21 S	17,273.84 \$ - \$ 17,273.84 NCG	251 01/26/22 \$ 10,000.00 02/01/22 268 02/08/22 \$ 17,273.84 02/10/22 268 02/08/22 \$ 6,978.34 02/10/22	\$ 10,000.00 100.00% \$ 10,000.00 \$ \$ 17,273.84 100.00% \$ 17,273.84 \$ \$ 6,978.34 100.00% \$ 6,978.34 \$	17,273.84 0.00% \$	- \$ - 0.00% \$	- \$ - 100.00% \$	\$ \$	\$ \$
1 SOTT Golo & Gongazy Psycil and Psycil Taxes IVCCR08 12/2021 5 1 SOTT Golo & Gongazy Psycil and Psycil Taxes IVCCR08 12/2021 5 1 SOTT Golo & Gongazy Psycil and Psycil Taxes IVCCR75 0.00422 5 1 SOTT Golo & Gongazy Psycil and Psycil Taxes IVCCR75 0.00222 5 1 SOTT Golo & Gongazy Psycil and Psycil Taxes IVCCR75 0.00222 5	17,273.84 \$ - \$ 17,273.84 NGG 6,978.34 \$ - \$ 6,978.34 NGG 13,562.02 \$ - \$ 13,562.02 NGG	251 01/26/22 \$ 10,000.00 02/01/22 268 02/08/22 \$ 17,273.84 02/10/22 268 02/08/22 \$ 6,978.34 02/10/22 268 02/08/22 \$ 6,978.34 02/10/22 285 03/10/22 \$ 13,56.102 03/16/22	\$ 13,562.02 100.00% \$ 13,562.02 \$	6,978.34 0.00% \$ 13.562.02 0.00% \$	- S - 0.00% S	- \$ - 100.00% \$	- <u>s</u> - <u>s</u> - <u>s</u>	· \$ · \$ ·
1 SOFT Golub & Company Payroll and Payroll Taxes IVC47755 01/20/22 \$ 1 SOFT Golub & Company Payroll and Payroll Taxes IVC47755 01/20/22 \$ 1 SOFT Golub & Company Payroll and Payroll Taxes IVC47755 01/20/22 \$	13,556.22 \$ - \$ 13,556.22 NOG	285 03/10/22 \$ 13,556.22 03/16/22	\$ 13,556.22 100.00% \$ 13,556.22 \$	13,556.22 0.00% \$	- S - 0.00% S	- S - 100.00% S	- \$ - \$	- S - S -
1 SOFT Golub & Company Psyroll and Psyroll Taxes FVK47014 02/17/22 S 1 SOFT Golub & Company Psyroll and Psyroll Taxes FVK4704 02/17/22 S 1 SOFT Golub & Company Psyroll and Psyroll Taxes FVK4704 02/17/22 S 1 SOFT Golub & Company Psyroll and Psyroll Taxes FVK4805 03/16/22 S	13,555.45 \$ - \$ 13,555.45 NCG	306 04/25/22 \$ 13,555.45 05/10/22 306 04/25/22 \$ 13,555.45 05/10/22 326 05/09/22 \$ 13,555.45 05/12/22	\$ 13,555.45 100.00% \$ 13,555.45 \$ \$ 13,555.45 100.00% \$ 13,555.45 \$ \$ 13,555.45 100.00% \$ 13,555.45 \$	13,555.45 0.00% S	- S - 0.00% S	- S - 100.00% S	- <u>5</u> - <u>5</u> - <u>5</u>	- 5 - 5 -
1 SOFT Golub & Company Payroll and Payroll Taxes IVC48025 03/18/22 5 1 SOFT Golub & Company Payroll and Payroll Taxes IVC48026 04/06/22 5	13,555.45 \$ - \$ 13,555.45 NCG 13.555.45 \$ - \$ 13,555.45 NCG	326 05/09/22 \$ 13,555.45 05/12/22 326 05/09/22 \$ 13,555.45 05/12/22 3	\$ 13,555.45 100.00% \$ 13,555.45 \$ \$ 13,555.45 100.00% \$ 13,555.45 \$	13,555.45 0.00% \$ 13,555.45 0.00% \$	S 0.00% S	- \$ - 100.00% \$	\$ \$ \$	s s s
1 SOFT Golub & Company Payroll and Payroll Taxes IVC48151 04/20/22 \$	13,555.45 \$ - \$ 13,555.45 NCG	343 06/06/22 \$ 13,555.45 06/14/22	\$ 13,555.45 100.00% \$ 13,555.45 \$	13,555.45 0.00% \$	- \$ - 0.00% \$	\$ - 100.00% \$	\$ \$	\$ \$
1 SOFT Golub & Company Payroli and Payroli Taxes IVC48202 05/05/22 \$ 1 SOFT Golub & Company Payroli and Payroli Taxes IVC48259 05/18/22 \$	13,555.10 \$ - \$ 13,555.10 NCG 13,555.10 \$ - \$ 13,555.10 NCG	364 07/12/22 \$ 13.555.10 07/19/22	\$. 100.00% \$ 13,555.10 \$ \$ 13,555.10 100.00% \$ 13,555.10 \$	- 0.00% \$	- S - 0.00% S	- \$ - 100.00% \$	- <u>\$</u>	- <u>\$</u>
1 SOFT Golub & Company Payroll and Payroll Taxes IVC48259 05/18/22 S 1 SOFT Golub & Company Payroll and Payroll Taxes IVC48233 06/00/22 S	13,555.10 \$ - \$ 13,555.10 NCG 13,555.10 \$ - \$ 13,555.10 NCG	364 07/12/22 \$ 13,555.10 07/19/22 364 07/12/22 \$ 13,555.10 07/19/22	\$ 13,555.10 100.00% \$ 13,555.10 \$ \$ 13,555.10 100.00% \$ 13,555.10 \$	13,555.10 0.00% \$	- \$ - 0.00% \$	- S - 100.00% S - S - 100.00% S	- s - s - s	s s
1 SOFT Golub & Company Payroll and Payroll Taxes IVC48386 06/21/22 \$ 1 SOFT Golub & Company Payroll and Payroll Taxes IVC48429 07/06/22 \$	13,555.10 \$ - \$ 13,555.10 NCG 13,555.10 \$ - \$ 13,555.10 NCG	383 08/08/22 \$ 13,555.10 08/25/22 1 383 08/08/22 \$ 13,555.10 08/25/22 1	\$ 13,555.10 100.00% \$ 13,555.10 \$ \$ 13,555.10 100.00% \$ 13,555.10 \$	13,555.10 0.00% S	- S - 0.00% S	- S - 100.00% S	- <u>5</u> - <u>5</u> - <u>5</u>	- 5 - 5 -
1 SOFT Golub & Company Pre-Development Fee (Article IV Section 4.1) IVC48458 09/03/19 \$	120,000.00 \$ - \$ 120,000.00 NCG	8 09/25/19 \$ 120,000.00 09/26/19	\$ 120.000.00 100.00% \$ 120.000.00 \$	120,000.00 0.00% \$ 40.000.00 0.00% \$	S 0.00% \$	- \$ - 100.00% \$	\$ \$ \$	· \$ · \$ ·
1 SOFT Golub & Company Payroll and Payroll Taxes IVC48502 07/20/22 \$	40,000.00 \$ - \$ 40,000.00 NCG 19,394.26 \$ - \$ 19,394.26 NCG	410 09/07/22 \$ 19,394.26 10/04/22 :	\$ 19,394.26 100.00% \$ 19,394.26 \$	19,394.26 0.00% \$	- \$ - 0.00% \$	\$ - 100.00% \$	\$ \$ \$	\$ \$
1 SOFT Golub & Company Payroll and Payroll Taxes IVC48525 08/03/22 S	22,657.49 \$ - \$ 22,657.49 NCG	410 09/07/22 \$ 22,657.49 10/04/22 :	\$ 22.657.49 100.00% \$ 22.657.49 \$	22,657.49 0.00% \$ 40,000.00 0.00% \$	- \$ 0.00% \$	- \$ - 100.00% \$ - \$ - 100.00% \$	- <u>s</u> - <u>s</u> - <u>s</u>	- <u>\$</u> - <u>\$</u> -
1 SOFT Golub & Company Pre-Development Fee (Article IV Section 4.1) IVC48540 11/01/19 S 1 SOFT Golub & Company Pre-Development Fee (Article IV Section 4.1) IVC48578 12/02/19 S 1 SOFT Golub & Company Pre-Development Fee (Article IV Section 4.1) IVC48578 12/02/19 S 1 SOFT Golub & Company Eventorial and Baveditional and Baveditionand and Baveditionand and Baveditional and Baveditional	40,000.00 \$ - \$ 40,000.00 NCG 40,000.00 \$ - \$ 40,000.00 NCG 73 56 02 \$ - \$ 20,000.00 NCG	33 01/20/20 \$ 40,000.00 01/21/20 37 01/20/20 \$ 40,000.00 01/21/20 424 09/20/21 \$ 37.56.02 10/05/22	\$ 40,000.00 100.00% \$ 40,000.00 \$ \$ 40,000.00 100.00% \$ 40,000.00 \$ \$ 22,568.03 100.00% \$ 22,568.03 \$	40,000.00 0.00% \$ 40,000.00 0.00% \$ 23,559.02 0.00% \$	- S - 0.00% S - S - 0.00% S - S - 0.00% S	- \$ - 100.00% \$ - \$ - 100.00% \$	- <u>s</u> - <u>s</u> - <u>s</u>	- <u>\$</u>
1 SOFT Golub & Company Payroll and Payroll Taxes IVC48603 08/19/22 \$ 1 SOFT Golub & Company Payroll and Payroll Taxes IVC48646 09/07/22 \$	22,568.03 \$ - \$ 22,568.03 NCG 22,498.89 \$ - \$ 22,498.89 NCG	434 09/29/22 \$ 22,568.03 10/06/22 434 09/29/22 \$ 22,498.89 10/06/22	\$ 22,498.89 100.00% \$ 22,498.89 \$	22,300.03 0.00% S	- S - 0.00% S	- S - 100.00% S	s s	
1 SOFT Golub & Company Pre-Development Fee (Article IV Section 4.1) IVC48651 01/15/20 \$ 1 SOFT Golub & Company Pre-Development Fee (Article IV Section 4.1) IVC48658 01/27/20 \$	40,000.00 \$ - \$ 40,000.00 NCG 40,000.00 \$ - \$ 40,000.00 NCG	46 02/10/20 \$ 40,000.00 02/12/20 1 46 02/10/20 \$ 40,000.00 02/12/20 1		40,000.00 0.00% \$ 40,000.00 0.00% \$	S 0.00% S	- \$ - 100.00% \$	- \$ - \$ - \$	s s - s
1 SOFT Golub & Company Payroll and Payroll Taxes IVC48703 09/20/22 \$	22.498.89 \$ - \$ 22.498.89 NCG	464 11/17/22 \$ 22,498.89 11/29/22	\$ 22,498.89 100.00% \$ 22,498.89 \$	22,498.89 0.00% \$	- S - 0.00% S	- S - 100.00% S	\$ \$ \$	\$ \$
1 SOPT Golub & Company Pre-Development Fee (Arcide V Section 4.1) 10/28712 02/2870 5 1 SOPT Golub & Company Payroll and Payroll Taxes 10/68724 50/04/22 5 1 SOPT Golub & Company Pre-Overlopment Fee (Arcide IV Section 4.1) 10/68724 50/04/22 5 5 SOPT Golub & Company Pre-Overlopment Fee (Arcide IV Section 4.1) 10/048748 00/31/20 5	40,000.00 \$ \$ 40,000.00 NCG 22,259.85 \$ \$ \$ 22,259.85 NCG 40,000.00 \$ - \$ 40,000.00 NCG	61 04/27/20 \$ 40,000.00 05/07/20 2 464 11/17/22 \$ 22,259.85 11/29/22 1 61 04/27/20 \$ 40,000.00 05/07/20 1	\$ 40,000.00 100.00% \$ 40,000.00 \$	40,000.00 0.00% \$ 22,259.85 0.00% \$	- S - 0.00% S	- S - 100.00% S - S - 100.00% S	- <u>s</u> - <u>s</u> - <u>s</u>	- <u>S</u> - <u>S</u> -
1 SOFT Golub & Company Payroll and Payroll Taxes. IV/C48274 10/05/22 S 1 SOFT Golub & Company Pre-Development Fee (Article IV Section 4.1) IV/C4874 03/31/20 S 1 SOFT Golub & Company Pre-Development Fee (Article IV Section 4.1) IV/C4874 03/31/20 S 1 SOFT Golub & Company Pre-Development Fee (Article IV Section 4.1) IV/C4870 04/30/20 S	40,000.00 \$ - \$ 40,000.00 NCG 40,000.00 \$ - \$ 40,000.00 NCG	464 11/17/22 \$ 22,259.85 11/29/22 61 04/27/20 \$ 40,000.00 05/07/20 7 71 06/07/20 \$ 40,000.00 06/07/20	\$ 22,259.85 100.00% \$ 22,259.85 \$ \$ 40,000.00 100.00% \$ 40,000.00 \$ \$ 40,000.00 100.00% \$ 40,000.00 \$	22,259.85 0.00% S 40,000.00 0.00% S	- S - 0.00% S	- \$ - 100.00% \$ - \$ - 100.00% \$	- <u>s</u> - <u>s</u> - <u>s</u>	- <u>\$</u>
1 SOFT Golub & Company Payroll and Payroll Taxes IVC48802 10/20/22 \$	40,000.00 \$ - \$ 40,000.00 N/G 22,130.76 \$ - \$ 22,130.76 N/G 40,000.00 \$ - \$ 40,000.00 N/G	71 06/08/20 \$ 40,000.00 06/11/20 464 11/17/22 \$ 22,130.76 11/29/22 80 07/20/20 \$ 40,000.00 07/22/20	S 40,000.00 100.00% S 40,000.00 S S 22,130.76 100.00% S 22,130.76 S S 40,000.00 100.00% S 22,130.76 S	40,000.00 0.00% S 22,130.76 0.00% S	- S - 0.00% S	- S - 100.00% S	s s	
1 SOFT Golub & Company Pre-Development Fee (Article IV Section 4.1) IVC48828 05/31/20 \$ 1 SOFT Golub & Company Payroll and Payroll Taxes IVC48824 11/02/22 \$	40,000.00 \$ - \$ 40,000.00 NCG	80 07/20/20 \$ 40,000.00 07/22/20 473 12/15/22 \$ 22,130.76 12/20/22	\$ 40,000.00 100.00% \$ 40,000.00 \$ \$ 22,130.76 100.00% \$ 22,130.76 \$	40,000.00 0.00% \$ 22,130.76 0.00% \$	- S - 0.00% S	- \$ - 100.00% \$	S S S	S S
1 SOFI Golub & Company Pre-Development Fee (Article IV Section 4.1) IVL48856 06/16/20 5	22,130.76 \$ - \$ 22,130.76 NCG 40,000.00 \$ - \$ 40,000.00 NCG	80 07/20/20 \$ 40,000.00 07/22/20 :	\$ 40,000.00 100.00% \$ 40,000.00 \$	40,000.00 0.00% \$	- \$ - 0.00% \$	\$ - 100.00% \$	s s	\$ \$ \$
1 SOFT Golub & Company Pre-Development Fee (Article IV Section 4.1) IVC48885 07/22/20 S	40,000.00 \$ - \$ 40,000.00 NCG	87 08/14/20 \$ 40,000.00 08/19/20 : 487 01/19/23 \$ 22,130.76 01/31/23 :		40,000.00 0.00% \$ 22,130.76 0.00% \$	- S - 0.00% S	- S - 100.00% S - S - 100.00% S	· \$ · \$ · \$	- <u>s</u> - <u>s</u> -
1 SOFT Golub & Company Payroll and Payroll Taxes IVC48910 11/21/22 \$ 1 SOFT Golub & Company Pre-Development Fee (Article IV Section 4.1) IVC48924 08/26/20 \$	22,130.76 \$ - \$ 22,130.76 NCG 40,000.00 \$ - \$ 40,000.00 NCG	99 09/24/20 \$ 40,000.00 09/30/20 :	\$ 40,000.00 100.00% \$ 40,000.00 \$	40,000.00 0.00% \$	- S - 0.00% S	- S - 100.00% S	s s	s s
1 SOFT Golub & Company Payroll and Payroll Taxes IVC48940 12/05/22 \$ 1 SOFT Golub & Company Pre-Development Fee (Article IV Section 4.1) IVC48006 10/15/20 \$ 1 SOFT Golub & Company Pre-Development Fee (Article IV Section 4.1) IVC48008 10/15/20 \$ 1 SOFT Golub & Company Pre-Development Fee (Article IV Section 4.1) IVC48008 10/15/20 \$	21,996.59 \$ - \$ 21,996.59 NOG 40,000.00 \$ - \$ 40,000.00 NOG	487 01/19/23 \$ 21,996.59 01/31/23 116 12/07/20 \$ 40,000.00 12/08/20 1	\$ 21,996.59 100.00% \$ 21,996.59 \$ \$ 40,000.00 100.00% \$ 40,000.00 \$	21,996.59 0.00% \$ 40,000.00 0.00% \$	- S - 0.00% S	- S - 100.00% S	s s s	
1 SOFT Golub & Company Pre-Development Fee (Article IV Section 4.1) IVC49008 10/26/20 5 1 SOFT Golub & Company Payroll and Payroll Taxes IVC49015 12/19/22 5	40,000.00 \$ - \$ 40,000.00 NCG 48,725.20 \$ - \$ 48,725.20 NCG	116 12/07/20 \$ 40,000.00 12/08/20	\$ 40,000.00 100.00% \$ 40,000.00 \$ \$ 48,725.20 100.00% \$ 48,725.20 \$	40,000.00 0.00% S	S 0.00% S	- S - 100.00% S	5 5	\$ \$
1 SOFT Golub & Company Payroll and Payroll Taxes IVC49059 01/05/23 \$	22,990.98 \$ - \$ 22,990.98 NCG	502 02/14/23 \$ 48,725.20 02/23/23 5 502 02/14/23 \$ 22,990.98 02/23/23	\$ 22,990.98 100.00% \$ 22,990.98 \$	22,990.98 0.00% \$	- \$ - 0.00% \$	S - 100.00% S	s s	
1 SOFT Golub & Company Pre-Development Fee (Article IV Section 4.1) IVC49082 12/16/20 \$	40,000.00 \$ - \$ 40,000.00 NCG		\$ 40,000.00 100.00% \$ 40,000.00 \$	40,000.00 0.00% \$	\$ 0.00% \$	- \$ - 100.00% \$	- S - S - S	· \$ · \$ ·
1 SOFT Golub & Company Pre-Development Fee (Article IV Section 4.1) IVC49091 01/02/21 \$ 1 SOFT Golub & Company Payroll and Payroll Taxes IVC49127 01/19/23 \$	40,000.00 \$ - \$ 40,000.00 NCG 4,213.96 \$ - \$ 4,213.96 NCG	127 02/23/21 \$ 40,000.00 03/04/21 534 03/21/23 \$ 4,213.96 03/24/23	\$ 40,000.00 100.00% \$ 40,000.00 \$ \$ 4,213.96 100.00% \$ 4,213.96 \$	4,213.96 0.00% \$	- S - 0.00% S	- S - 100.00% S	s s	· · · · · · ·
1 SOFT Golub & Company Pre-Development Fee (Article IV Section 4.1) IVC49169 02/28/21 5 1 SOFT Golub & Company Payroll and Payroll Taxes IVC49198 02/06/23 \$	40,000.00 \$ - \$ 40,000.00 NCG 4,201.63 \$ - \$ 4,201.63 NCG	140 04/09/21 \$ 40,000.00 04/13/21 534 03/21/23 \$ 4,201.63 03/24/23 5	\$ 40,000.00 100.00% \$ 40,000.00 \$ \$ 4,201.63 100.00% \$ 4,201.63 \$	40,000.00 0.00% \$ 4.201.63 0.00% \$	- S - 0.00% S	- \$ - 100.00% \$ - \$ - 100.00% \$	- <u>\$</u> - <u>\$</u> - <u>\$</u>	s s - s
1 SOFT Golub & Company Payroll and Payroll Taxes IVC49228 02/21/23 \$	4,142.37 \$ - \$ 4,142.37 NCG	534 03/21/23 5 4 142 37 03/24/23	\$ 4,142.37 100.00% \$ 4,142.37 \$	4,142.37 0.00% \$	- \$ - 0.00% \$	- \$ - 100.00% \$	\$ \$	- 5 - 5 -
1 SOFT Golub & Company Pre-Development Fee (Article IV Section 4.1) IVC49238 04/22/21 \$ 1 SOFT Golub & Company Pre-Development Fee (Article IV Section 4.1) IVC49259 05/03/21 \$	40,000.00 \$ - \$ 40,000.00 NCG 40,000.00 \$ - \$ 40,000.00 NCG	159 06/10/21 \$ 40,000.00 06/15/21 159 06/10/21 \$ 40,000.00 06/15/21	\$ 40,000.00 100.00% \$ 40,000.00 \$ \$ 40,000.00 100.00% \$ 40,000.00 \$	40,000.00 0.00% \$ 40,000.00 0.00% \$	- \$ 0.00% \$	- 5 - 100.00% S	- <u>s</u> - <u>s</u> - <u>s</u>	- <u>\$</u>
1 SOFT Golub & Company Payroll and Payroll Taxes IVC49288 03/04/23 \$	4,208.45 \$ - \$ 4,208.45 NCG	547 04/24/23 \$ 4,208.45 05/09/23	\$ 4,208.45 100.00% \$ 4,208.45 \$	4,200.45 0.00% \$	- \$ - 0.00% \$	- S - 100.00% S	\$ \$	s s
1 SOFT Golub & Company Pre-Development Fee (Article IV Section 4.1) IVC49300 06/01/21 \$ 1 SOFT Golub & Company Payroll and Payroll Taxes IVC49337 03/17/23 \$	40,000.00 \$ - \$ 40,000.00 NCG 4,158.89 \$ - \$ 4,158.89 NCG	173 07/28/21 \$ 40,000.00 08/03/21 : 547 04/24/23 \$ 4,158.89 05/09/23 :	\$ 40,000.00 100.00% \$ 40,000.00 \$ \$ 4,158.89 100.00% \$ 4,158.89 \$ \$ 40,000.00 100.00% \$ 40,000.00 \$	40,000.00 0.00% \$ 4,158.89 0.00% \$ 40,000.00 0.00% \$	- S - 0.00% S - S - 0.00% S	- S - 100.00% S - S - 100.00% S - S - 100.00% S	s s s	- <u>S</u> - <u>S</u> -
1 SOPT Golub & Company Psyroll and Psyroll Tass IVC9337 03/1733 \$ 1 SOPT Golub & Company Pse-Dswelopment Fe (Article IV Section 4.1) IVC9338 03/1733 \$ 1 SOPT Golub & Company Pse-Dswelopment Fe (Article IV Section 4.1) IVC9338 03/01/21 \$ 2 SOPT Golub & Company Pse-Dswelopment Fe (Article IV Section 4.1) IVC9338 08/02/11 \$	4,158.89 \$ - \$ 4,158.89 NGG 40,000.00 \$ - \$ 40,000.00 NCG 40,000.00 \$ - \$ 40,000.00 NCG	547 04/24/23 \$ 4,158.89 05/09/23 173 07/28/21 \$ 40,000.00 08/03/21 194 09/03/21 \$ 40,000.00 09/09/21	\$ 4,158.89 100.00% \$ 4,158.89 \$ \$ 40,000.00 100.00% \$ 40,000.00 \$ \$ 40,000.00 100.00% \$ 40,000.00 \$	40,000.00 0.00% \$ 40,000.00 0.00% \$	- \$ - 0.00% \$	- \$ - 100.00% \$ - \$ - 100.00% \$	- <u>s</u> - <u>s</u> - <u>s</u>	- <u>\$</u>
1 SOFT Golub & Company Payroll and Payroll Taxes IVC49412 04/05/23 \$		567 05/11/23 \$ 10,576.95 05/18/23	\$ 10,576.95 100.00% \$ 10,576.95 \$	10,576.95 0.00% S	- \$ - 0.00% \$	- S - 100.00% S	s s	
1 SOFT Golub & Company Pre-Development Fee (Article IV Section 4.1) IVC49425 09/01/21 \$ 1 SOFT Golub & Company Payroll and Payroll Taxes IVC49425 04/19/23 \$	10,576.95 \$ - \$ 10,576.95 NCG 40,000.00 \$ - \$ 40,000.00 NCG 10,572.28 \$ - \$ 10,572.28 NCG	215 10/05/21 \$ 40,000.00 10/06/21 3 567 05/11/23 \$ 10,572.28 05/18/23	\$ 40,000.00 100.00% \$ 40,000.00 \$ \$ 10,572.28 100.00% \$ 10,572.28 \$	40,000.00 0.00% \$ 10,572.28 0.00% \$	- S 0.00% S	- S - 100.00% S	S S S	S S
1 SOFT Goldback Company Particul and Particul axes Processo O4/15/25 5 1 SOFT Goldback Company Pre-Development Fee (Article IV Section 4.1) IVC49478 10/01/21 5	40,000.00 \$ \$ 40,000.00 NCG	367 03/11/23 5 10/5/228 03/18/25 225 10/29/21 5 40/000.00 12/07/21 1 566 06/15/22 5 10/56/26 07/06/23	5 10,572.28 100000% 5 10,572.28 5 5 40,000.00 100.00% \$ 40,000.00 \$ 5 10,569.36 100.00% \$ 10,569.36 \$	40,000.00 0.00% \$	- S - 0.00% S	- \$ · 100.00% \$	s s	s s
1 SOFT Golub & Company Payroll and Payroll Taxes IVC49513 05/03/23 \$	10,569.36 \$ - \$ 10,569.36 NCG	596 06/15/23 \$ 10,569.36 07/06/23	\$ 10,569.36 100.00% \$ 10,569.36 \$	10,569.36 0.00% \$	- \$ - 0.00% \$	- S - 100.00% S	- S - S - S	s - s -

For Review

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VER NO TYPE 1 SOFT	VENDOR Golub & Company	DESCRIPTION Pre-Development Fee (Article IV Section 4.1)	INV NO IVC49519	INV DATE 11/01/21 \$	INV AMT RET 40,000.00 \$	NET INV AMT - \$ 40,000.00	INV DATA REF N NCG 236	D PMT DAT 12/08/2	TE PMT AMT 1 \$ 40,000.0	DATE CLEARED 10 12/14/21	VER PMT AMT % PRI \$ 40,000.00 100.00%	PRI AMT \$ 40,000.00 \$	VER PRI AMT 40,000.00	% PUB 0.00%	PUB AMT	VER PUB AMT % O&M O&M AMT \$ - 0.00% \$ -	VER O&M AM1	% CAP 100.00%	CAP AMT	VER CAP AMT	STREETS)3/184/2024	ANITATION 7 PM PARKS & REC
1 SOFT		Pre-Development Fee (Article IV Section 4.1)	IVC49560		40,000.00 \$	· \$ 40,000.00	NCG 252	01/26/2	2 \$ 40,000.0	0 02/01/22	\$ 40,000.00 100.00%	\$ 40,000.00 \$	40,000.00	0.00%	s -	S - 0.00% S -	\$.	100.00%	s . s		s . s	· \$	
1 SOFT	Golub & Company	Pre-Development Fee (Article IV Section 4.1)	IVC49578	01/03/22 \$	40,000.00 \$	- \$ 10,324.83 - \$ 40,000.00	NCG 596	02/08/2	2 \$ 40,000.0	02/10/22	\$ 40,000.00 100.00%	\$ 40,000.00 \$	40,000.00	0.00%	s -	\$ - 0.00% \$ -	s .	100.00%	s - s			. s	
1 SOFT 1 SOFT		Payroll and Payroll Taxes Pre-Development Fee (Article IV Section 4.1)	IVC49632	05/03/23 \$	10,614.09 \$ 40.000.00 \$	 \$ 10,614.09 \$ 40,000.00 	NCG 596	06/15/2		19 07/06/23 10 03/16/22	\$ 10,614.09 100.00% \$ 40,000.00 100.00%	\$ 10,614.09 \$ \$ 40.000.00 \$	10,614.09	0.00%	\$ - \$	\$ - 0.00% \$ - \$ - 0.00% \$ -	\$.	100.00% \$	s - s	- 5	\$	- \$	- s -
1 SOFT	Golub & Company	Payroll and Payroll Taxes	IVC49700	05/21/23 \$	\$ 10,569.36 \$ \$ 40,000.00 \$	\$ 10,569.36	NGG 601		3 \$ 10,569.3	16 07/27/23 10 05/10/22	\$ 10,569.36 100.00% \$ 40.000.00 100.00%	\$ 10,569.36 \$ \$ 40,000.00 \$	10,569.36	0.00%	s -	S 0.00% S	\$	100.00%	s - s	- \$	s - s	- S	\$
1 SOFT	Golub & Company Golub & Company Golub & Company	Pre-Development Fee (Article IV Section 4.1) Payroll and Payroll Taxes	IVC49726	07/01/23 \$	10,569.36 \$	- \$ 40,000.00 - \$ 10,569.36	NCG 601	07/14/2	3 \$ 10,569.3	16 07/27/23	\$ 10,569.36 100.00%	\$ 10,569.36 \$	10,569.36	0.00%	s -	\$ 0.00% \$ ·	s -	100.00%	s - s	- \$	s - s	- 5	
1 SOFT	Golub & Company Golub & Company	Pre-Development Fee (Article IV Section 4.1) Pre-Development Fee (Article IV Section 4.1)	IVC49747 IVC49802	04/01/22 \$	\$ 40,000.00 \$ \$ 40,000.00 \$	 \$ 40,000.00 \$ 40,000.00 	NCG 327	05/09/2 06/06/2	2 \$ 40,000.0	10 05/12/22 10 06/14/22	\$ 40,000.00 100.00% \$ 40,000.00 100.00%	\$ 40,000.00 \$ \$ 40,000.00 \$	40,000.00 40,000.00	0.00%	s -	S - 0.00% S - S - 0.00% S -	s .	100.00% 5	s - s	· \$	s - s	· \$	- <u>s</u> -
1 SOFT	Golub & Company	Payroll and Payroll Taxes	IVC49817	07/20/23 \$	10,569.36 \$	 \$ 10,569.36 	NCG 616	08/10/2	3 \$ 10,569.3	16 09/07/23	\$ 10,569.36 100.00%	\$ 10,569.36 \$	10,569.36	0.00%	\$	\$ - 0.00% \$ -	\$.	100.00%	s · s		s - s	- S	Ś
1 SOFT 1 SOFT	Golub & Company Golub & Company	Payroll and Payroll Taxes Pre-Development Fee (Article IV Section 4.1)	IVC49845 IVC49856	05/01/22 \$	10,569.36 \$ 40,000.00 \$	 \$ 10,569.36 \$ 40,000.00 	NCG 616 NCG 365	08/10/2	3 \$ 10,569.3 2 \$ 40,000.0	16 09/07/23 10 07/19/22	\$ 10,569.36 100.00% \$ 40,000.00 100.00%	\$ 10,569.36 \$ \$ 40,000.00 \$	10,569.36 40,000.00	0.00%	s - s -	\$ - 0.00% \$ - \$ 0.00% \$ -	s - s -	100.00% 5	s - s	- \$	s - S	- \$	
1 SOFT	Golub & Company Golub & Company Golub & Company	Payroll and Payroll Taxes	IVC49933	08/18/23 \$ 09/07/23 \$	10,569.36 \$	 \$ 10,569.36 \$ 10,569.36 	NCG 633	09/19/2	3 \$ 10,569.3	16 09/26/23 16 09/26/23	\$ 10,569.36 100.00% \$ 10,569.36 100.00%	\$ 10,569.36 \$ \$ 10,569.36 \$	10,569.36 10,569.36	0.00%	\$ -	\$ - 0.00% \$ - \$ 0.00% \$ -	\$ -	100.00% 9	s - s	- \$	s - \$	- \$	- S -
1 SOFT 1 SOFT	JB Lodo Denargo, LLC	Project Management Fees	1	77 \$	10,569.36 \$ 10,569.36 \$ 10,569.36 \$ 2,223,470.35 \$	\$ 2,223,470.35	ADB NA	NA	\$ 2,223,470.3	IS NA	\$ 2,223,470.35 0.00%	s s	-	100.00%	\$ 2,223,470.35	\$ 2,223,470.35 \$	\$	100.00%	\$ 2,223,470.35 \$	2,223,470.35 \$	820,748.29 \$	291,813.79 \$	291,237.74 \$ 819,670.53
1 SOFT 1 SOFT	Kaplan Kirsch Rockwell Kaplan Kirsch Rockwell	Legal Services Re Denargo Market Rendered on Behalf of G Legal Services Re Denargo Market Rendered on Behalf of G	29376	07/15/19 \$	42,559.94 \$ 3,965.79 \$	 \$ 42,559.94 \$ 3,965.79 	NCG 9 NCG 9	09/25/1	9 \$ 42,559.5 9 \$ 3,965.7	14 10/01/19 19 10/01/19	\$ 42,559.94 100.00% \$ 3,965.79 100.00%	\$ 42,559.94 \$ \$ 3,965.79 \$	42,559.94	0.00%	s - s -	S - 0.00% S - S - 0.00% S -	s . s .	100.00% 5	s - s	· \$	s - s	- s	- <u>s</u> -
1 SOFT	Kaplan Kirsch Rockwell Kaplan Kirsch Rockwell	Legal Services Re Denargo Market Rendered on Behalf of G Legal Services Re Denargo Market Rendered on Behalf of G	30501	10/11/19 \$	987.00 \$ 1,487.00 \$	\$ 987.00	NCG 26	12/05/1 12/05/1	9 \$ 987.0	10 12/16/19 10 12/16/19	\$ 987.00 100.00% \$ 1,487.00 100.00%	\$ 987.00 \$ \$ 1,487.00 \$	987.00	0.00%	\$	S - 0.00% S - S - 0.00% S -	s	100.00%	s - s	- \$	\$. s	- \$
1 SOFT 1 SOFT	Kaplan Kirsch Rockwell Kaplan Kirsch Rockwell	Legal Services Re Denargo Market Rendered on Behalf of G Legal Services Re Denargo Market Rendered on Behalf of G	30931 36066	11/11/19 \$ 10/12/20 \$	1,487.00 \$ 682.50 \$	- \$ 1,487.00 - \$ 682.50	NCG 26 NCG 128	12/05/19	9 \$ 1,487.0 1 \$ 682.5	0 03/10/21	\$ 682.50 0.00%	s - s	1,487.00	0.00%	\$ 682.50	\$ 682.50 0.00% \$ -	s . s .	100.00% 5	\$. \$ \$ 682.50 \$	- \$ 682.50 \$	5 · · · 5	- \$ 170.63 \$	170.63 \$ 170.63
1 SOFT 1 SOFT	Kaplan Kirsch Rockwell	Legal Services Re Denargo Market Rendered on Behalf of G Legal Services Re Denargo Market Rendered on Behalf of G	37347	01/11/21 \$	682.50 \$ 1,365.00 \$	· \$ 1,365.00	NCG 128	02/23/2 02/23/2	1 \$ 1,365.0	0 03/10/21	\$ 1,365.00 0.00%	s - s		100.00%	\$ 1,365.00	\$ 1,365.00 0.00% \$ ·	s -	100.00%	\$ 1,365.00 \$	1,365.00 \$	341.25 \$	341.25 \$	341.25 \$ 341.25
1 SOFT 1 SOFT	Kaplan Kirsch Rockwell Kaplan Kirsch Rockwell	Legal Services Re Denargo Market Rendered on Behalf of G Legal Services Re Denargo Market Rendered on Behalf of G	37829 38262	03/05/21 \$	\$ 4,200.00 \$ \$ 5,250.00 \$	· \$ 5,250.00	NCG 141 NCG 141	04/09/2	1 \$ 5,250.0	10 04/21/21 10 04/21/21	\$ 4,200.00 0.00% \$ 5,250.00 0.00%	s · s		100.00%	\$ 5,250.00	\$ 4,200.00 0.00% \$ - \$ 5,250.00 0.00% \$ -	\$ -	100.00%	\$ 4,200.00 \$ \$ 5,250.00 \$	5,250.00 \$	1,312.50 \$	1,050.00 \$ 1,312.50 \$	1,312.50 \$ 1,312.50
1 SOFT 1 SOFT	Kaplan Kirsch Rockwell Kaplan Kirsch Rockwell	Legal Services Re Denargo Market Rendered on Behalf of G Legal Services Re Denargo Market Rendered on Behalf of G	38802 39149	04/19/21 \$ 05/11/21 \$	5,302.50 \$ 6,667.50 \$	 \$ 5,302.50 \$ 6,667.50 	NCG 161	06/10/2 07/28/2	1 \$ 5,302.5 1 \$ 6,667.5	0 05/21/21 0 08/09/21	\$ 5,302.50 0.00% \$ 6,667.50 70.08%	\$ · \$	4.672.50	100.00%	\$ 5,302.50 \$ 1,995.00	\$ 5,302.50 0.00% \$ - \$ 1,995.00 0.00% \$ -	s . s .	100.00% 5	\$ 5,302.50 \$ \$ 1,995.00 \$	5,302.50 \$ 1.995.00 \$	1,325.63 \$ 498.75 \$	1,325.63 \$ 498.75 \$	1,325.63 \$ 1,325.63 498.75 \$ 498.75
1 SOFT	Kanlan Kirsch Rockwell	Legal Services Re Denargo Market Rendered on Behalf of G	42468	12/13/21 \$	210.00 \$	\$ 210.00	NCG 253	01/26/2	2 \$ 210.0	0 02/03/22	\$ 210.00 0.00% \$ 3,083.00 100.00%	s . s		100.00%	\$ 210.00	\$ 210.00 0.00% \$ -	s	100.00%	\$ 210.00 \$	210.00 \$	52.50 \$	52.50 \$	52.50 \$ 52.50
1 SOFT 1 SOFT	Kaplan Kirsch Rockwell Kaplan Kirsch Rockwell	Legal Services Re Denargo Market Rendered on Behalf of G Legal Services Re Denargo Market Rendered on Behalf of G	43545	04/11/22 \$	3,083.00 \$ 216.00 \$	 \$ 3,083.00 \$ 216.00 	NCG 385 NCG 345	08/08/2	2 \$ 2160	0 08/29/22 0 06/14/22	\$ 216.00 100.00%	\$ 3,083.00 \$ \$ 216.00 \$	3,083.00 216.00	0.00%	s - s -	\$ - 0.00% \$ - \$ - 0.00% \$ -	s - s -	100.00% 5	s - s s - s	- \$	s - s	- S	
1 SOFT	Kaplan Kirsch Rockwell	Legal Services Re 2700 Wewatta Rendered on Behalf of Go	44268	05/13/22 \$	286.00 \$	· \$ 286.00	NCG 345	06/06/2 06/06/2 08/08/2	2 \$ 285.0	0 06/14/22	\$ 285.00 100.00%	\$ 286.00 \$	286.00	0.00%	\$.	\$. 0.00% \$.	\$ -	100.00%	\$ · \$		· \$. \$	
1 SOFT	Kaplan Kirsch Rockwell Kaplan Kirsch Rockwell	Legal Services Re Denargo Market Rendered on Behalf of G Legal Services Re Denargo Market Rendered on Behalf of G	442/0	05/13/22 \$	\$ 108.00 \$	- \$ 108.00 - \$ 810.00	NCG 345	08/08/2	2 \$ 1081	10 06/14/22 10 08/29/22	\$ 108.00 0.00% \$ 810.00 0.00%	s - s		100.00%	\$ 108.00 \$ 810.00	\$ 108.00 0.00% \$ - \$ 810.00 0.00% \$ -	s -	100.00% 5	\$ 108.00 \$ \$ 810.00 \$	108.00 \$ 810.00 \$	\$ 202.50 \$	27.00 \$ 202.50 \$	202.50 \$ 202.50
1 SOFT 1 SOFT	Kaplan Kirsch Rockwell Kaplan Kirsch Rockwell	Legal Services Re 2700 Wewatta Rendered on Behalf of Go Legal Services Re Denargo Market Rendered on Behalf of G	45272	07/13/22 \$	859.00 \$ 2,214.00 \$	\$ 859.00 \$ 2,214.00	NCG 412	09/07/2	2 \$ 859.0	10 10/04/22 10 05/09/23	\$ 859.00 100.00% \$ 2,214.00 100.00%	\$ 859.00 \$ \$ 2,214.00 \$	859.00	0.00%	s . s .	\$ - 0.00% \$ - \$ - 0.00% \$ -	s .	100.00% 5	s - s	. ş	. <u>s</u>	- \$	- <u>s</u> -
1 SOFT	Kaplan Kirsch Rockwell Kaplan Kirsch Rockwell	Legal Services Re Denargo Market Rendered on Behalf of G Legal Services Re Denargo Market Rendered on Behalf of G	47959	01/12/23 \$	432.00 \$	\$ 432.00	NCG 549	04/24/2	3 \$ 432.0	0 05/09/23	\$ 432.00 100.00%	\$ 432.00 \$	432.00	0.00%	\$	S · 0.00% S ·	s	100.00%	s - s	- \$	\$. s	Ś
		Legal Services Re Denargo Market Rendered on Behalf of G Legal Services Re Denargo Market Rendered on Behalf of G	48790 51052	02/09/23 \$	1,744.50 \$ 389.20 \$	 \$ 1,744.50 \$ 389.20 	NCG 549 NCG 590	06/15/2	3 \$ 389.2	0 05/09/23 0 07/06/23	\$ 1,744.50 0.00% \$ 389.20 0.00%	s - s		100.00%	\$ 1,744.50 \$ 389.20	\$ 1,744.50 0.00% \$ - \$ 389.20 0.00% \$ -	s . s .	100.00% 5	\$ 1,744.50 \$ \$ 389.20 \$	1,744.50 \$ 389.20 \$	5 436.13 S 97.30 S	436.13 \$ 97.30 \$	436.13 \$ 436.13 97.30 \$ 97.30
1 SOFT	Kaplan Kirsch Rockwell	Legal Services Re Denargo Market Rendered on Behalf of G	51311	05/09/23 \$	889.60 \$	· \$ 889.60	NCG 635		3		\$ - 0.00%	s - s		100.00%	\$ 889.60	S - 0.00% S -	\$ -	100.00%	\$ 889.60 \$	- \$	s . s	- \$	- S -
1 SOFT	Kaplan Kirsch Rockwell Kaplan Kirsch Rockwell Kaplan Kirsch Rockwell	Legal Services Re Denargo Market Rendered on Behalf of G Legal Services Re Denargo Market Rendered on Behalf of G	51/66	07/10/23 \$	\$ 2,224.00 \$ 4,647.10 \$	· \$ 2,224.00 · \$ 4,647.10	NCG 618 NCG 635	09/19/2	3 2,224.0	0 09/12/23	\$ 2,224.00 10.00% \$ 0.00%	\$ 222.40 \$ \$. \$		90.00% 100.00%	\$ 2,001.60 \$ 4,647.10	\$ 2,001.60 0.00% \$ \$ 0.00% \$	\$ -	100.00% S	\$ 2,001.60 \$ \$ 4,647.10 \$	2,001.60 \$	500.40 \$	500.40 \$	500.40 \$ 500.40
1 SOFT 1 SOFT	Kumar & Associates	221-118.01 Geotechnical Engineering Study, Denargo Marke Legal Services Re Denargo for the Period Through August 3	Multiple	Multiple \$ 09/09/21 \$	49,815.00 \$ 1,131.00 \$	\$ 49,815.00 \$ 1131.00	NCG Multip	le Multiple mmary 10/11/2		0 Multiple 10 10/11/21	\$ 49,815.00 0.00% \$ 1,131.00 0.00%	s - s		100.00%	\$ 49,815.00 \$ 1,131.00	\$ 49,815.00 0.00% \$ - \$ 1,131.00 0.00% \$ -	\$ • \$ •	100.00% \$	\$ 49,815.00 \$ \$ 1,131.00 \$	49,815.00 \$	49,815.00 \$. \$ 282.75 \$	282.75 \$ 287.75
1 SOFT	Laurie & Brennan LLP	Legal Services Re Denargo for the Period Through October 3	22405	11/11/21 \$	\$ 1,696.50 \$ ·	\$ 1,696.50	NCG Payment Su	mmary 01/11/2	3 \$ 1,696.5	i0 01/11/23	\$ 1,696.50 0.00% \$ 217.50 0.00%	s - s		100.00%	\$ 1,696.50	\$ 1,696.50 0.00% \$ -	s	100.00%	\$ 1,696.50 \$	1,696.50 \$	424.13 \$	424.13 \$	424.13 \$ 424.13
1 SOFT 1 SOFT	Laurie & Brennan LLP	Legal Services Re Denargo for the Period Through Novembe Legal Services Re Denargo for the Period Through Decembe	22667	01/14/22 \$	217.50 \$ 478.50 \$	- \$ 217.50 - \$ 478.50	NCG Payment Su	mmary 08/16/2 mmary 02/25/2	3 \$ 478.9	0 08/16/22 0 02/25/23	\$ 478.50 0.00%	s - s		100.00%	\$ 217.50 \$ 478.50	\$ 217.50 0.00% \$ - \$ 478.50 0.00% \$ -	s . s .	100.00% 5	\$ 217.50 \$ \$ 478.50 \$	217.50 \$ 478.50 \$	5 54.38 5 119.63 5	54.38 \$ 119.63 \$	54.38 \$ 54.38 119.63 \$ 119.63
1 SOFT	Laurie & Brennan LLP	Legal Services Re Denargo for the Period Through March 31	23099	04/05/22 \$	594.00 \$	· \$ 594.00	NCG Payment Su	mmary 06/07/2	2 \$ 594.0	0 06/07/22	\$ 594.00 0.00%	s - s		100.00%	\$ 594.00	\$ 594.00 0.00% \$ ·	\$ -	100.00%	\$ 594.00 \$	594.00 \$	\$ 148.50 \$	148.50 \$	148.50 \$ 148.50
1 SOFT 1 SOFT	Laurie & Brennan LLP Laurie & Brennan LLP	Legal Services Re Denargo for the Period Through April 30, Legal Services Re Denargo for the Period Through May 31, 2	2 23274	05/03/22 \$	3,960.00 \$	· \$ 198.00 · \$ 3,960.00	NCG 347 NCG 367	07/12/2	2 \$ 3,960.0	0 06/17/22 10 07/20/22	\$ 198.00 0.00% \$ 3,960.00 0.00%	s · s		100.00%	\$ 198.00 \$ 3,960.00	\$ 198.00 0.00% \$ - \$ 3,960.00 0.00% \$ -	s -	100.00% 5	\$ 198.00 \$ \$ 3,960.00 \$	198.00 \$ 3,960.00 \$	\$ 990.00 \$	49.50 \$ 990.00 \$	49.50 S 49.50 990.00 \$ 990.00
1 50FT	Laurie & Brennan LLP	Legal Services Re Denargo for the Period Through June 30, 2 Legal Services Re Denargo for the Period Through July 31, 2	2 23578 0 23774	07/05/22 \$	297.00 \$ 544.50 \$	 \$ 297.00 \$ 544.50 	NCG 387	08/08/2	2 \$ 297.0	0 08/26/22 0 10/04/22	\$ 297.00 0.00% \$ \$44.50 0.00%	s . s		100.00%	\$ 297.00 \$ 544.50	\$ 297.00 0.00% \$ - \$ 544.50 0.00% \$ -	s .	100.00%	\$ 297.00 \$ \$ 544.50 \$	297.00 \$	5 74.25 \$ 135.13 \$	74.25 \$	74.25 \$ 74.25 135.13 \$ 135.13
1 SOFT	Laurie & Brennan LLP Laurie & Brennan LLP	Legal Services Re Denargo for the Period Through January 3 Legal Services Re Denargo for the Period Through February	24644	02/16/23 \$	1,050.00 \$ 4,252.50 \$	· \$ 1,050.00	NCG 577	08/08/2 09/07/2 05/23/2 04/24/2	3 \$ 1,050.0	0 06/09/23 0 05/09/23	\$ 1,050.00 45.00% \$ 4,252.50 0.00%	\$ 472.50 \$	472.50	55.00%	\$ 577.50	\$ 577.50 0.00% \$ -	\$.	100.00%	\$ \$77.50 \$	577.50 \$	144.38 \$	144.38 \$	144.38 \$ 144.38
1 SOFT 1 SOFT	Laurie & Brennan LLP Laurie & Brennan LLP	Legal Services Re Denargo for the Period Through February Legal Services Re Denargo for the Period Through June 30, 2	24750	03/08/23 \$	4,252.50 \$ 1,522.50 \$	 \$ 4,252.50 \$ 1,522.50 	NCG 550 NCG 620	04/24/2	3 \$ 4,252.5 3 \$ 1,522.5	0 05/09/23 0 09/12/23	\$ 4,252.50 0.00% \$ 1,522.50 0.00%	s - s s - s		100.00%	\$ 4,252.50 \$ 1,522.50	\$ 4,252.50 0.00% \$ - \$ 1,522.50 0.00% \$ -	s - s -	100.00% 5	\$ 4,252.50 \$ \$ 1,522.50 \$	4,252.50 \$	\$ 1,063.13 \$ \$ 380.63 \$	1,063.13 \$ 380.63 \$	1,063.13 \$ 1,063.13 380.63 \$ 380.63
1 SOFT	Laurie & Brennan LLP	Legal Services Re Denargo for the Period Through July 31, 2	0 25627	08/14/23 \$	577.50 \$	· \$ 577.50	NCG Payment Su	mmary 09/29/2 le Multiple	3 \$ 577.5	0 09/29/23	\$ 577.50 0.00%	s - s		100.00%	\$ 577.50	\$ 577.50 0.00% \$ - \$ 282.550.00 0.00% \$ -	s -	100.00%	\$ \$77.50 \$	577.50 \$	144.38 \$	144.38 \$	144.38 \$ 144.38
1 SOFT 1 SOFT	Neoscape	Kick-Off Meeting - Billable Travel	Multiple 231729 231768 231882	12/22/21 \$	4,245.36 \$	 \$ 4,245.36 \$ 3,500.00 	NCG 256	01/26/2	2 \$ 4,245.3	16 02/08/22	\$ 4,245.36 100.00% \$ 3,500.00 100.00%	\$ 4,245.36 \$	4,245.36	0.00%	\$.	\$ 0.00% \$ - \$ 0.00% \$ -	s -	100.00%	\$ - \$	- \$	5 - S	- \$	- \$ -
1 SOFT 1 SOFT 1 SOFT 1 SOFT	Neoscape Neoscape	Kick-Off Meeting - Billable Travel Project Management - November 2021 Project Management - December 2021	231768 231882	11/30/21 \$ 12/30/21 \$	4,245.36 \$ 3,500.00 \$ 3,500.00 \$	\$ 3,500.00 \$ 3,500.00	NCG 256	01/26/2 01/26/2 02/08/2	2 \$ 3,500.0 2 \$ 3,500.0	16 02/08/22 10 02/08/22 10 02/22/22	\$ 4,245.36 100.00% \$ 3,500.00 100.00% \$ 3,500.00 100.00%	\$ 4,245.36 \$ \$ 3,500.00 \$ \$ 3,500.00 \$	4,245.36 3,500.00 3,500.00	0.00%	s - s -	\$ - 0.00% \$ - \$ - 0.00% \$ -	s . s .	100.00% 5	s - s	· \$	s - s	- s	- S -
1 SOFT	Neoscape	Project Management - January 2022 Project Management - February 2022	240034 240216	01/31/22 \$	3,500.00 \$	\$ 3,500.00	NCG 291	03/10/2 04/25/2	2 \$ 3,500.0	0 03/22/22	\$ 3,500.00 100.00%	\$ 3.500.00 \$	3,500.00	0.00%	\$	\$ 0.00% \$ -	s	100.00%	s - s	- \$	\$. s	- \$
1 SOFT 1 SOFT	Neorcana	Project Management - February 2022 Project Management - June 2022	240216 241040	02/28/22 \$	3,500.00 \$ 3,500.00 \$	 \$ 3,500.00 \$ 3,500.00 	NCG 311 NCG 391	04/25/2	2 \$ 3,500.0 2 \$ 3,500.0	0 05/11/22 10 08/30/22	\$ 3,500.00 100.00% \$ 3,500.00 100.00%	\$ 3,500.00 \$	3,500.00	0.00%	s -	\$ - 0.00% \$ - \$ - 0.00% \$ -	s . s .	100.00% 5	s - s	- 5	- S	- S	
1 SOFT 1 SOFT	Neoscape	Project Management - June 2022 Project Management - July 2022	241040 241287 241545	07/28/22 \$	3,500.00 \$	\$ 3,500.00	NCG 419	08/08/2 09/14/2 09/29/2	2 \$ 3,500.0	0 09/20/22	\$ 3,500.00 100.00%	\$ 3,500.00 \$	3,500.00	0.00%	s -	\$ · 0.00% \$ ·	s -	100.00%	s - s	- \$	- s	· \$	- \$ -
1 SOFT	Neoscape	Project Management - August 2022 Project Management - September 2022	241676	09/30/22 \$	3,500.00 \$	- \$ 3,500.00 - \$ 3,500.00	NCG 439 NCG 460	11/17/2	2 \$ 3,500.0 2 \$ 3,500.0	10/12/22	\$ 3,500.00 100.00% \$ 3,500.00 100.00%	\$ 3,500.00 \$	3,500.00	0.00%	s -	S - 0.00% S -	s -	100.00%	s - s	- \$		- 5	- 5 -
1 SOFT 1 SOFT	Neoscape	Project Management - October 2022	241935	10/31/22 \$	3,500.00 \$	 \$ 3,500.00 \$ 2,500.00 	NCG 478	12/15/2 01/19/2	2 \$ 3,500.0	10 01/03/23 10 01/31/23	\$ 3,500.00 100.00% \$ 3,500.00 100.00%	\$ 3,500.00 \$ \$ 3,500.00 \$	3,500.00	0.00%	\$ - ¢	\$ - 0.00% \$ - \$ - 0.00% \$ -	\$ ·	100.00%	s - s	- 5	- S	- \$	- \$ -
1 SOFT 1 SOFT 1 SOFT	Neoscape	Project Management - December 2022	242042 242176 242393	12/29/22 \$	3,500.00 \$	 \$ 3,500.00 	NCG 506	02/14/2 03/21/2	3 \$ 3,500.0	0 03/01/23 0 03/01/23 0 03/27/23	\$ 3,500.00 100.00% \$ 3,500.00 100.00%	\$ 3,500.00 \$	3,500.00	0.00%	\$	\$ - 0.00% \$ -	\$.	100.00%	s · s		s - s	- S	Ś
1 SOFT 1 SOFT	Neoscape Neoscape	Project Management - January 2023 Project Management - February 2023	242393 242558	01/31/23 \$	3,500.00 \$ 3,500.00 \$	 \$ 3,500.00 \$ 3,500.00 	NCG 537 NCG 537	03/21/2 03/21/2	3 \$ 3,500.0 3 \$ 3.500.0	0 03/27/23 0 03/27/23	\$ 3,500.00 100.00% \$ 3.500.00 100.00%	\$ 3,500.00 \$ \$ 3,500.00 \$	3,500.00	0.00%	\$ - \$ -	\$ - 0.00% \$ - \$ - 0.00% \$ -	s -	100.00%	s - s	- \$ - \$	- s	- \$	- <u>s</u> -
1 SOFT 1 SOFT	Neoscape	Project Management - February 2023 Project Management - March 2023	242558 242724 242906	03/31/23 \$	3,500.00 \$	· \$ 3,500.00	NCG 552	04/24/2	3 \$ 3,500.0	10 03/27/23 10 05/09/23	\$ 3,500.00 100.00% \$ 3,500.00 100.00%	\$ 3,500.00 \$ \$ 3,500.00 \$	3,500.00	0.00%	s -	S - 0.00% S - S - 0.00% S -	s .	100.00%	s s	- \$	s - s	- S	- S -
1 SOFT 1 SOFT 1 SOFT	Neoscape	Per statement of Work Dated May 19, 2022 - See Contract Project Management - April 2023	242906 242907 242984	04/28/23 \$	3,000.00 S	- \$ 3,000.00 - \$ 3,500.00	NCG 572	05/11/2 05/11/2 06/15/2	3 \$ 3,000.0	0 05/23/23	\$ 3,000.00 100.00% \$ 3,500.00 100.00% \$ 317.98 100.00%	\$ 3,500.00 \$ \$ 3,500.00 \$	3,500.00	0.00%	s -	S - 0.00% S - S - 0.00% S -	s -	100.00%	s - s	- \$		- 5	- 5 -
1 SOFT 1 SOFT	Neoscape	Billable Stock Images Billable Stock Images and Licensing	242984 243099	05/09/23 \$	317.98 \$ 39.00 \$	S 317.98	NCG 592	06/15/2	3 \$ 317.5	18 07/05/23 10 07/05/23	\$ 317.98 100.00% \$ 39.00 100.00%	\$ 317.98 \$ \$ 39.00 \$	317.98	0.00%	\$ - ¢	\$ - 0.00% \$ - \$ - 0.00% \$ -	\$ ·	100.00% 5	s - s	- 5	- S	- \$	- \$ -
1 SOFT	Neoscape	Project Management - May 2023	243109 243296	05/31/23 \$	3,500.00 \$	\$ 3,500.00	NCG 609	06/15/2 08/03/2	3 \$ 3,500.0	0 08/15/23	\$ 3,500.00 100.00%	\$ 3,500.00 \$	3,500.00	0.00%	\$	\$ - 0.00% \$ -	\$.	100.00%	s · s		s - s	- S	Ś
1 SOFT 1 SOFT	Neoscape Neoscape	Project Management - June 2023 Fee for Addendum #3: Renderings Taken from the Hype File	243296 m 243553	05/30/23 \$	3,500.00 \$ 3.000.00 \$	 \$ 3,500.00 \$ 3,000.00 	NCG 605	07/14/2	3 \$ 3,500.0 3 \$ 3.000.0	0 08/01/23 0 09/19/23	\$ 3,500.00 100.00% \$ 3,000.00 100.00%	\$ 3,500.00 \$ \$ 3,000.00 \$	3,500.00	0.00%	\$ - \$ -	\$ - 0.00% \$ - \$ - 0.00% \$ -	\$ ·	100.00% 5	s - s	· \$	· s	- \$	- <u>s</u> -
1 SOFT 1 SOFT	Neoscape	Project Management - October 2021	243553 230721d Multiple	10/31/21 \$	3,000.00 \$ 3,500.00 \$ 160,300.00 \$	· \$ 3,500.00	NCG 256	09/19/2	2 \$ 3,500.0	0 09/19/23 0 02/08/22	\$ 3,000.00 100.00% \$ 3,500.00 100.00%	\$ 3,000.00 \$ \$ 3,500.00 \$	3,500.00	0.00%	s -	S - 0.00% S - S - 0.00% S -	s .	100.00%	s - s	- 5	s - s	- S	S
1 SOFT 1 SOFT	Neoscape	Denargo Market Film Statement of Work August 16, 2021 Denargo Market Film Statement of Work May 19, 2022	Multiple	Multiple \$	56,000.00 \$	- \$ 160,300.00 - \$ 56,000.00	NCG Multip	le Multiple le Multiple	e \$ 56,000.0	0 Multiple 0 Multiple	\$ 160,300.00 100.00% \$ 56,000.00 100.00%	\$ 160,300.00 \$ \$ 56,000.00 \$	160,300.00 56,000.00	0.00%	s -	S - 0.00% S - S - 0.00% S -	\$.	100.00% 5	- S S - S	· \$	- 5	- \$	\$
1 SOFT 1 SOFT	Pond Robinson & Associates Pond Robinson & Associates	Infrastructure Budget & Schedule Review Development Design Review	40458	11/30/21 \$	2,400.00 \$	 \$ 2,400.00 \$ 18,500.00 	NCG 351	05/05/2	2 \$ 2,400.0	0 06/14/22	\$ 2,400.00 15.00% \$ 18.0000 68.64%	\$ 360.00 \$ \$ 12,697.66 \$	360.00	85.00% 31.36%	\$ 2,040.00 \$ 5,802.34	\$ 2,040.00 0.00% \$ \$ 5,902.24 0.00% \$	\$ ·	100.00%	\$ 2,040.00 \$ \$ 5,802.34 \$	2,040.00 \$ 5,802.34 \$	510.00 \$ 1,450.59 \$	510.00 \$ 1,450.59 \$	510.00 \$ 510.00
1 HARD	Reconn Utility Services	Locate Gas, Phone, Electric, Fiber, Water, and Sewer Utilitie	41467 591497	05/31/23 \$	18,500.00 \$ 49,182.00 \$	- \$ 12,500.00 - \$ 49,182.00	NCG 593	07/12/2	3 \$ 49,182.0	10 07/19/22 10 07/07/23	\$ 18,500.00 68.64% \$ 49,182.00 0.00%	s · s		100.00%	\$ 49,182.00	\$ 5,802.34 0.00% \$ - \$ 49,182.00 0.00% \$ -	\$	100.00%	\$ 49,182.00 \$	49,182.00 \$	12,295.50 \$	12,295.50 \$	12,295.50 \$ 12,295.50
1 SOFT 1 SOFT	Sasaki Associates Seward Hanfling Public Affairs	18157.00U Denargo Market Landscape Architecture Services General Consulting, Community Relations, Zoning & Permit	Multiple 3625	Multiple \$ 08/02/19 \$	\$ 1,506,757.82 \$ \$ 5,000.00 \$	\$ 1,506,757.82 \$ 5,000.00	NCG Multip NCG 10	le Multiple	e \$ 1,506,757.8	12 Multiple 10 10/11/19	\$ 1,506,757.82 0.00% \$ 5,000.00 68.64%	\$ - \$ \$ 3,431.80 \$	3,431.80	100.00% 31.36%	\$ 1,506,757.82 \$ 1,568.20	\$ 1,506,757.82 0.00% \$ - \$ 1,568.20 0.00% \$ -	s -	100.00% 5	\$ 1,506,757.82 \$ \$ 1,568.20 \$	1,506,757.82 \$ 1,568.20 \$	5 753,378.91 \$ 392.05 \$	- \$ 392.05 \$	\$ 753,378.91 392.05 \$ 392.05
1 SOFT	Seward Hanfling Public Affairs	General Consulting, Community Relations, Zoning & Permit General Consulting, Community Relations, Zoning & Permit General Consulting, Community Relations, Zoning & Permit	3650	09/01/19 \$	\$ 5,000.00 \$ \$ 5,000.00 \$	\$ 5,000.00	NCG 10	09/25/19 09/25/19	9 \$ 5,000.0	10 10/11/19	\$ 5,000.00 68.64% \$ 5,000.00 68.64%	\$ 3,431.80 \$ \$ 3,431.80 \$ \$ 3,431.80 \$	3,431.80	31.36% 31.36%	\$ 1,568.20 \$ 1.568.20	\$ 1,568.20 0.00% \$ - \$ 1,568.20 0.00% \$ -	\$	100.00%	\$ 1,568.20 \$ \$ 1,568.20 \$	1,568.20 \$	392.05 \$ 392.05 \$	392.05 \$ 392.05 \$	392.05 \$ 392.05 392.05 \$ 392.05
1 SOFT 1 SOFT		General Consulting, Community Relations, Zoning & Permit General Consulting, Community Relations, Zoning & Permit	3766	11/01/19 \$	\$ 5,000.00 \$ \$ 5,000.00 \$	\$ 5,000.00	NCG 35	11/19/1	0 \$ 5,000.0	0 11/2//19	\$ 5,000.00 68.64%	\$ 3,431.80 \$	3,431.80 3,431.80	31.36%	\$ 1,568.20	\$ 1,568.20 0.00% \$ ·	\$	100.00%	\$ 1,568.20 \$ \$ 1,568.20 \$	1,568.20 \$	392.05 \$	392.05 \$	392.05 \$ 392.05
1 SOFT 1 SOFT	Seward Hanfling Public Affairs	General Consulting, Community Relations, Zoning & Permit General Consulting, Community Relations, Zoning & Permit	3815	12/01/19 \$ 01/01/20 \$	5,000.00 \$ 5,000.00 \$	 \$ 5,000.00 \$ 5,000.00 	NCG 35 NCG 48	01/20/2	0 \$ 5,000.0	0 02/03/20	\$ 5,000.00 68.64% \$ 5,000.00 68.64%	\$ 3,431.80 \$ \$ 3,431.80 \$	3,431.80 3,431.80	31.36% 31.36%	\$ 1,568.20 \$ 1,568.20	\$ 1,568.20 0.00% \$ - \$ 1,568.20 0.00% \$ -	s . s .	100.00%	\$ 1,568.20 \$ \$ 1,568.20 \$	1,568.20 \$	392.05 \$ 392.05 \$	392.05 \$ 392.05 \$	392.05 \$ 392.05 392.05 \$ 340.05
1 SOFT	Seward Hanfling Public Affairs		3926		5,000.00 \$	\$ 5,000.00	NCG 81	07/20/2	0 \$ 5,000.0	0 08/03/20	\$ 5,000.00 68.64%	\$ 3,431.80 \$	3,431.80	31.36%	\$ 1,568.20	\$ 1,568.20 0.00% \$ ·	s .	100.00%	\$ 1,568.20 \$	1,568.20 \$	392.05 \$	392.05 \$	392.05 \$ 392.05
1 SOFT	Seward Hanfling Public Affairs Seward Hanfling Public Affairs	General Consulting, Community Relations, Zoning & Permit General Consulting, Community Relations, Zoning & Permit	4032	04/01/20 \$	\$ 5,000.00 \$ \$ 5,000.00 \$	- 5 5,000.00 - \$ 5,000.00	NCG 72	04/27/2	0 \$ 5,000.0	0 05/18/20 0 06/22/20	\$ 5,000.00 68.64% \$ 5,000.00 68.64%		3,431.80 3,431.80	31.36% 31.36%	\$ 1,568.20 \$ 1,568.20	\$ 1,568.20 0.00% \$ - \$ 1,568.20 0.00% \$ -	s .	100.00% 5	\$ 1,568.20 \$ \$ 1,568.20 \$	1,568.20 \$ 1,568.20 \$	392.05 \$ 392.05 \$	392.05 \$ 392.05 \$	392.05 \$ 392.05 392.05 \$ 392.05
1 SOFT	Seward Hanfling Public Affairs	General Consulting, Community Relations, Zoning & Permit General Consulting, Community Relations, Zoning & Permit General Consulting, Community Relations, Zoning & Permit	4131	05/01/20 \$	\$ 5,000.00 \$ \$ 5,000.00 \$	\$ 5,000.00	NCG 81	06/08/21 07/20/21	0 \$ 5,000.0	10 06/22/20 10 08/03/20	\$ 5,000.00 68.64% \$ 5,000.00 68.64% \$ 5,000.00 68.64%	\$ 3,431.80 \$ \$ 3,431.80 \$ \$ 3,431.80 \$	3,431.80 3,431.80	31.36% 31.36% 21.26%	\$ 1,568.20	\$ 1,568.20 0.00% \$ - \$ 1,568.20 0.00% \$ - \$ 1,568.20 0.00% \$ -	\$ -	100.00%	\$ 1,568.20 \$ \$ 1,568.20 \$ \$ 1,568.20 \$	1,568.20 \$	392.05 \$	392.05 \$ 392.05 \$	392.05 \$ 392.05
1 SOFT 1 SOFT	Seward Hanfling Public Affairs Seward Hanfling Public Affairs	General Consulting, Community Relations, Zoning & Permit General Consulting, Community Relations, Zoning & Permit	4256	07/31/20 \$	\$ 5,000.00 \$ \$ 5,000.00 \$	- \$ 5,000.00	NCG 101	08/14/20 09/24/20		0 08/31/20 10 10/13/20	\$ 5,000.00 68.64% \$ 5,000.00 68.64%	\$ 3,431.80 \$ \$ 3,431.80 \$	3,431.80 3,431.80	31.36% 31.36%	\$ 1,568.20 \$ 1,568.20	\$ 1,568.20 0.00% \$ - \$ 1,568.20 0.00% \$ -	s	100.00% S	\$ 1,568.20 \$ \$ 1,568.20 \$	1,568.20 \$ 1,568.20 \$	392.05 \$	392.05 \$ 392.05 \$	392.05 \$ 392.05
1 SOFT 1 SOFT	Seward Hanfling Public Affairs Seward Hanfling Public Affairs	General Consulting, Community Relations, Zoning & Permit General Consulting, Community Relations, Zoning & Permit	4270	09/01/20 \$	5,000.00 \$ 5,000.00 \$	 \$ 5,000.00 \$ 5,000.00 	NCG 118 NCG 118	12/07/20 12/07/20 02/23/2	0 \$ 5,000.0	10 12/21/20 10 12/21/20	\$ 5,000.00 68.64% \$ 5.000.00 68.64%	\$ 3,431.80 \$ \$ 3,431.80 \$	3,431.80 3,431.80	31.36% 31.36%	\$ 1,568.20 \$ 1,568.20	\$ 1,568.20 0.00% \$ - \$ 1,568.20 0.00% \$ -	s -	100.00% 5	\$ 1,568.20 \$ \$ 1,568.20 \$	1,568.20 \$ 1.568.20 \$	392.05 \$	392.05 \$ 392.05 \$	392.05 \$ 392.05 392.05 \$ 392.05
1 SOFT	Seward Hanfling Public Affairs Seward Hanfling Public Affairs	General Consulting, Community Relations, Zoning & Permit	tt 4364	11/01/20 \$	\$ 5,000.00 \$	- \$ 5,000.00	NCG 131			0 03/12/21	\$ 5,000.00 68.64% \$ 5,000.00 68.64%	\$ 3,431.80 \$	3,431.80	31.36%	\$ 1,568.20	\$ 1,568.20 0.00% \$ -	\$.	100.00%	\$ 1,568.20 \$	1,568.20 \$	392.05 \$	392.05 \$	392.05 \$ 392.05
1 SOFT	Seward Hanfling Public Affairs	General Consulting, Community Relations, Zoning & Permit	tt 4403 tt 4460	01/01/21 \$	\$ 5,000.00 \$ \$ 5,000.00 \$	- \$ 5,000.00 - \$ 5,000.00	NGG 131 NGG 131	02/23/2	1 \$ 5,000.0	03/12/21	\$ 5,000.00 68.64% \$ 5,000.00 68.64%	S 3.431.80 S	3,431.80 3,431.80	31.36% 31.36%	\$ 1,568.20 \$ 1,568.20	\$ 1,568.20 0.00% \$ - \$ 1,568.20 0.00% \$ -	s -	100.00% 5	\$ 1,568.20 \$ \$ 1,568.20 \$	1,568.20 \$ 1,568.20 \$	392.05 \$ 392.05 \$	392.05 \$ 392.05 \$	392.05 \$ 392.05 392.05 \$ 392.05
1 SOFT	Seward Hanfling Public Affairs	General Consulting, Community Relations, Zoning & Permit	4513	02/01/21 \$	5,000.00 \$	\$ 5,000.00	NCG 144	04/09/2	1 \$ 5,000.0	0 04/23/21	\$ 5,000.00 68.64%	\$ 3,431.80 \$ \$ 2,421.90 \$	3,431.80	31.36%	\$ 1,568.20	\$ 1,568.20 0.00% \$ - \$ 1,568.20 0.00% \$ -	\$ -	100.00%	\$ 1,568.20 \$	1,568.20 \$	392.05 \$	392.05 \$	392.05 \$ 392.05
1 SOFT 1 SOFT	Seward Hanfling Public Affairs	General Consulting, Community Relations, Zoning & Permit General Consulting, Community Relations, Zoning & Permit	4523	04/01/21 \$	\$ 5,000.00 \$ \$ 5,000.00 \$	- \$ 5,000.00 - \$ 5,000.00	NCG 144 NCG 163	04/09/2 06/10/2	1 \$ 5,000.0	10 04/23/21 10 06/28/21	\$ 5,000.00 68.64% \$ 5,000.00 68.64%	\$ 3,431.80 \$ \$ 3,431.80 \$	3,431.80 3,431.80	31.36% 31.36%	\$ 1,568.20 \$ 1,568.20	\$ 1,568.20 0.00% \$ - \$ 1,568.20 0.00% \$ -	\$ -	100.00% 5	\$ 1,568.20 \$ \$ 1,568.20 \$	1,568.20 \$ 1,568.20 \$	392.05 \$	392.05 \$ 392.05 \$	392.05 \$ 392.05 392.05 \$ 392.05
1 SOFT 1 SOFT	Seward Hanfling Public Affairs	General Consulting, Community Relations, Zoning & Permit Council Meetings Re Denargo Metro District	4671	05/01/21 \$	\$ 5,000.00 \$ · · · · · · · · · · · · · · · · · ·	 \$ 5,000.00 \$ 5,000.00 	NCG 163	06/10/2	1 \$ 5.000.0	0 06/28/21 0 03/24/23	\$ 5,000,00 68,64%	S 3 431 80 S	3,431.80 3,431.80	31.36% 31.36%	\$ 1,568.20 \$ 1.568.20	\$ 1,568.20 0.00% \$ - \$ 1,568.20 0.00% \$ -	s . s .	100.00% 5	\$ 1,568.20 \$ \$ 1,568.20 \$	1,568.20 \$	392.05 \$	392.05 \$ 392.05 \$	392.05 \$ 392.05 392.05 \$ 392.05
1 SOFT	SideCar Public Relations	Public Relation Services	3	01/31/22 \$	687.50 \$	\$ 687.50	NCG 295	03/21/2 03/10/2	2 \$ 687.5	i0 02/23/22	\$ 5,000.00 68.64% \$ 687.50 0.00%	s s		100.00%	\$ 687.50	\$ 687.50 0.00% \$ -	\$.	100.00%	\$ 687.50 \$	687.50 \$	171.88 \$	171.88 \$	171.88 \$ 171.88
		Public Relation Services Public Relation Services	4	02/28/22 \$ 03/31/22 \$	\$ 412.50 \$	\$ 412.50 \$ 2,062.50	NCG 315 NCG 335	04/25/2	2 \$ 412.5 2 \$ 2,062.5	0 05/09/22 0 05/16/22	\$ 412.50 68.64% \$ 2,062.50 68.64%	\$ 1,415.62 \$	283.12 1,415.62	31.36% 31.36%	\$ 129.38 \$ 646.88	\$ 129.38 0.00% \$ - \$ 646.88 0.00% \$ -	\$ - \$ -	100.00% 5	\$ 129.38 \$ \$ 646.88 \$	129.38 \$ 646.88 \$	32.34 \$ 161.72 \$	32.34 \$ 161.72 \$	32.34 \$ 32.34 161.72 \$ 161.72
1 SOFT	SideCar Public Relations SideCar Public Relations CideCar Public Relations	Public Relation Services	7	06/30/22 \$	2,012.50 \$	\$ 2,012.50	NGG 394	08/08/2	2 \$ 2.012.9	0 08/29/22	\$ 2,012.50 100.00%	\$ 2,012.50 \$	2,012.50	0.00%	s -	S - 0.00% S -	s -	100.00%	s s	\$	s	s	· \$ ·
1 SOFT 1 SOFT	SideCar Public Relations SideCar Public Relations	Public Relation Services Public Relation Services	8 10-Denargo	03/31/23 \$	\$ 800.00 \$	- \$ 800.00 - \$ 1,943.75	NGS 554	04/24/2	3 \$ 800.0 3 \$ 1,943.7	10 05/09/23 15 07/05/23	\$ 800.00 0.00% \$ 1,943.75 68.64%	\$ \$ \$ 1,334.11 \$	1,334.11	100.00% 31.36%	5 800.00 \$ 609.64	\$ 800.00 0.00% \$ - \$ 609.64 0.00% \$ -	s .	100.00% 5	\$ 800.00 \$ \$ 609.64 \$	800.00 \$ 609.64 \$	200.00 S	200.00 \$ 152.41 \$	200.00 S 200.00 152.41 \$ 152.41
1 SOFT	SideCar Public Relations	Public Relation Services Public Relation Services	11-Denargo	05/31/23 \$ 05/30/23 \$	\$ 1,112.50 \$ \$ 4,868.75 \$	\$ 1,112.50	NGG 595	06/15/2 07/14/2	3 \$ 1,112.5	i0 07/05/23 5 07/31/23	\$ 1,112.50 100.00% \$ 4,868.75 68.64%	\$ 1,112.50 \$	1,112.50	0.00%	\$.	\$ 0.00% \$. \$ 1,527.03 0.00% \$.	s -	100.00%	\$ · \$	1 527 02 6	. S	- S	381.76 \$ 201.76
1 SOFT	SideCar Public Relations	Public Relation Services	13-Denargo	07/31/23 \$	5,203.75 \$	 \$ 4,000.75 \$ 5,203.75 	NCG 622	08/10/2	3 \$ 5,203.7	5 09/12/23	\$ 5,203.75 68.64%	\$ 3,571.65 \$	3,571.65	31.36%	\$ 1,632.10	\$ 1,632.10 0.00% \$ -	\$	100.00%	\$ 1,632.10 \$	1,632.10 \$	408.03 \$	408.03 \$	408.03 \$ 408.03
1 SOFT	SideCar Public Relations	Public Relation Services Public Relation Services	9-Denargo	08/31/23 \$ 04/30/23 \$	\$ 7,619.20 \$ \$ 1,250.00 \$	 \$ 7,619.20 \$ 1,250.00 	NCG 575	oport 09/19/2 05/16/2	3 \$ 1,250.0	0 09/30/23 0 05/30/23	\$ 7,619.20 68.64% \$ 1,250.00 100.00%	\$ 1,250.00 \$	5,229.51 1,250.00	31.36% 0.00%	\$ 2,389.69 \$ ·	\$ 2,389.69 0.00% \$ \$ 0.00% \$	\$ - \$ -	100.00% 5	\$ 2,389.69 \$ \$ · \$	2,389.69 \$	597.42 S	597.42 \$ · \$	597.42 \$ 597.42 \$
1 SOFT	The Vertex Companies The Vertex Companies	ACBM/LBP Survey, ACM Abatement Management Services, La Senior Consulting - Project Management, ACM Abatement N	118856	01/07/20 \$	11,332.49 \$	· \$ 11,332.49	NCG 50	02/10/2	0 \$ 11,332.4	19 02/13/20 7 05/12/20	\$ 11,332.49 0.00%	s s		100.00%	\$ 11,332.49	\$ 11,332.49 0.00% \$ ·	s -	100.00%	\$ 11,332.49 \$	11,332.49 \$	2,833.12 \$	2,833.12 \$	2,833.12 \$ 2,833.12
1 SOFT 1 SOFT	The Vertex Companies The Vertex Companies	Senior Consulting - Project Management, ACM Abatement N Senior Consulting - Project Management, ACBM/LBP Survey, Senior Consulting - Project Management, ACM Abatement N	124624	04/08/20 \$	\$ 136,030.17 \$ \$ 2,406.09 \$	 \$ 136,030.17 \$ 2,406.09 	NG 103	02/10/21 04/27/21 09/24/21	0 \$ 136,030.1 0 \$ 2,406.0	17 05/12/20 19 10/07/20 18 03/08/21	\$ 11,332.49 0.00% \$ 136,030.17 0.00% \$ 2,406.09 0.00%	s - S		100.00%	\$ 136,030.17 \$ 2,406.09	\$ 136,030.17 0.00% \$ - \$ 2,406.09 0.00% \$ -	s .	100.00% 5	\$ 136,030.17 \$ \$ 2,406.09 \$	136,030.17 \$ 2,406.09 \$	\$ 34,007.54 \$ \$ 601.52 \$	34,007.54 \$ 601.52 \$ 980.75 \$	2,833.12 \$ 2,833.12 34,007.54 \$ 34,007.54 601.52 \$ 601.52
1 SOFT	The Vertex Companies	Senior Consulting - Project Management, ACM Abatement N	136585	11/10/20 \$	3,922.98 \$	· \$ 3,922.98	NCG 133	02/23/2	1 \$ 3,922.9	18 03/08/21	\$ 3,922.98 0.00%	s - s		100.00%	\$ 3,922.98	\$ 3,922.98 0.00% \$ -	\$ -	100.00%	\$ 3,922.98 \$	3,922.98 \$	980.75 \$	980.75 \$	980.75 \$ 980.75

For Review

VER NO	TYPE	VENDOR	DESCRIPTION	INV NO	INV DATE	INV AMT	RET	NET INV AMT	INV DATA	REF NO	PMT DATE	PMT AMT	DATE CLEARED	VER PMT AMT	% PRI	PRIAMT	VER PRI AMT	% PUB	PUB AMT	VER PUB AMT	% O&M	O&M AMT	VER O&M AM1	% CAP	CAP AMT	VER CAP AMT	STREETS	054TER/ /202/		PARKS & REC
1	SOFT	The Vertex Companies	ACBM/LBP Survey, Senior Consulting - Project Management,	4 145626	04/04/21 \$	2,403.70	\$-	\$ 2,403.70	NCG	182	07/28/21	\$ 2,403.70	08/06/21	\$ 2,403.70	0.00%	5 · \$		100.00%	\$ 2,403.70	\$ 2,403.70	0.00%	\$	· \$ ·	100.00%	\$ 2,403.70 \$	2,403.70 \$	600.93 \$	00/1460.934 3	12.00.00.93	600.93
1	SOFT	Tryba Architects	2133.00 Denargo - 3275 and 3315 Denargo Street	2133.00-02	10/31/21 \$	7,505.00	ş -	\$ 7,505.00	NCG	241	12/08/21	\$ 7,505.00	12/21/21	\$ 7,505.00	74.74%	5 5,609.05 \$	5,609.05	25.26%	\$ 1,895.95	\$ 1,895.95	0.00%	\$	- <u>\$</u> -	100.00%	\$ 1,895.95 \$	1,895.95 \$	473.99 \$	473.99 \$	473.99 \$	473.99
1	SOFT	Tryba Architects	1909.00 Denargo Market Development	Multiple	Multiple \$	841,695.32	ş -	\$ 841,695.32	NCG	Multiple	Multiple	\$ 841,695.32	Multiple	\$ 841,695.32	30.47%	5 256,428.22 \$	256,428.22	69.53%	\$ 585,267.10	\$ 575,844.09	0.00%	\$	- <u>\$</u> -	100.00%	\$ 585,267.10 \$	575,844.09 \$	230,214.77 \$	97,741.02 \$	97,741.02 \$	150,147.27
1	SOFT	Tryba Architects	2131.00 Denargo Market - Horizontal Design	Multiple	Multiple \$	19,260.00	ş -	\$ 19,260.00	NCG	Multiple	Multiple	\$ 19,260.00	Multiple	\$ 19,260.00	0.00%	5 · \$		100.00%	\$ 19,260.00	\$ 19,260.00	0.00%	\$	- <u>\$</u> -	100.00%	\$ 19,260.00 \$	19,260.00 \$	3,956.72 \$	3,011.97 \$	3,011.97 \$	9,279.35
1	SOFT	Tryba Architects	2132.00 Denargo Market - Subdivision Platting Services	Multiple	Multiple \$	5,130.00	ş -	\$ 5,130.00	NCG	Multiple	Multiple	\$ 5,130.00	Multiple	\$ 5,130.00	68.64%	5 3,521.03 \$	3,521.03	31.36%	\$ 1,608.97	\$ 1,608.97	0.00%	\$	- <u>\$</u> -	100.00%	\$ 1,608.97 \$	1,608.97 \$	402.24 \$	402.24 \$	402.24 \$	402.24
1	HARD	Xcel Energy	Remove Lighting & New Lighting - 2650 Arkins Ct	13079832	07/26/22 \$	162,907.49	ş -	\$ 162,907.49	NCG	665	11/07/23	\$ 162,907.49	11/14/23	\$ 162,907.49	0.00%	s . s		100.00%	\$ 162,907.49	\$ 162,907.49	0.00%	\$	· \$ ·	100.00%	\$ 162,907.49 \$	162,907.49 \$	40,726.87 \$	40,726.87 \$	40,726.87 \$	40,726.87
1	HARD	Xcel Energy	Electric Rebuild - 2650 Arkins Ct	13567771	01/16/23 \$	432,041.01	\$ -	\$ 432,041.01	NCG	667	11/07/23	\$ 432,041.01	12/04/23	\$ 432,041.01	0.00%	s . s		100.00%	\$ 432,041.01	\$ 432,041.01	0.00%	\$	· \$ ·	100.00%	\$ 432,041.01 \$	432,041.01 \$	108,010.25 \$	108,010.25 \$	108,010.25 \$	108,010.25
1	HARD	Xcel Energy	New Gas Service - 2650 Arkins Ct - Amenity Gas Service	13934237	01/16/23 \$	91,369.72	s -	\$ 91,369.72	NCG	668	11/07/23	\$ 91,369.72	11/14/23	\$ 91,369.72	0.00%	- s		100.00%	\$ 91,369.72	\$ 91,369.72	0.00%	\$	- \$ -	100.00%	\$ 91,369.72 \$	91,369.72 \$	22,842.43 \$	22,842.43 \$	22,842.43 \$	22,842.43
		TOTAL VERIFICATION NOS>			\$	10,444,900.13	\$ -	\$ 10,444,900.13				\$ 10,382,979.08		\$ 10,382,979.08	40.80%	\$ 4,261,370.37 \$	4,212,955.16	59.20%	\$ 6,183,529.76	\$ 6,160,600.91					\$ 6,183,529.76 \$	6,160,600.91	2,274,049.23 \$	808,542.32 \$	806,946.27 \$	2,271,063.10
		TOTAL VERIFICATION NO>			\$	10,444,900.13	\$-	\$ 10,444,900.13		79464		\$ 10,382,979.08		\$ 10,382,979.08	40.80%	\$ 4,261,370.37 \$	4,212,955.16	59.20%	\$ 6,183,529.76	\$ 6,160,600.91					\$ 6,183,529.76 \$	6,160,600.91	2,274,049.23 \$	808,542.32 \$	806,946.27 \$	2,271,063.10





EXHIBIT B

SUMMARY OF DOCUMENTS REVIEWED

PROGRAM MANAGEMENT | ENGINEERING CONSULTING | SPECIAL DISTRICTS





SUMMARY OF DOCUMENTS REVIEWED

SERVICE PLANS

- Service Plan for Denargo Market Metropolitan District No. 1 in the City and County of Denver, Colorado, prepared by McGeady Sisneros, P.C., approved March 8, 2010

DISTRICT AGREEMENTS

- 2022 2025 Facilities Funding and Acquisition Agreement by and between Denargo Market Metropolitan District No. 1 and JV Denargo LLC, prepared by McGeady Becher P.C., dated October 11, 2022 (Executed)
- 2022 2025 Operation Funding Agreement by and between Denargo Market Metropolitan District No. 1 and JV Denargo LLC, prepared by McGeady Becher P.C., dated October 11, 2022 (Executed)

PROFESSIONAL REPORTS

- None

LAND SURVEY DRAWINGS

- Denargo Market Subdivision Filing No. 3, prepared by Martin/Martin, Inc., recorded June 29, 2023, reception No. 2023061222

CONSTRUCTION DRAWINGS

- Denargo Market Horizontal Infrastructure Denver Water Plans, prepared by Martin/Martin, Inc., last revised May 26, 2022
- Denargo Market Horizontal Infrastructure Erosion Control Plans, prepared by Martin/Martin, Inc., last revised June 16, 2023
- Denargo Market Horizontal Infrastructure Public and Private Storm and Sanitary Sewer Plans, prepared by Martin/Martin, Inc., last revised September 5, 2023
- Denargo Market Horizontal Infrastructure Transportation Engineering Plans, prepared by Martin/Martin, Inc., last revised August 17, 2023

VENDOR CONTRACTS

- Martin/Martin, Inc., JV Denargo LLC, Agreement for Additional Services Denargo Floodplain Permit, dated February 1, 2023 (Executed)
- Martin/Martin, Inc., JV Denargo LLC, Agreement for Additional Services Denargo Market Owner-Architect-Contractor (OAC) Meetings and Pay Applications, dated October 16, 2023 (Executed)
- Martin/Martin, Inc., JV Denargo LLC, Agreement for Additional Services Denargo Temporary Water Quality and Detention, dated August 9, 2023 (Not Executed)
- Martin/Martin, Inc. ("Engineer"), JV Denargo LLC ("Owner"), Agreement for Civil and Structural Engineering Services, dated September 30, 2021 (Executed)
- Sasaki Associates, Inc., Golub Development LLC, Denargo Market Public Realm Implementation Services – Amendment #1, dated August 25, 2022 (Executed)





- Sasaki Associates, Inc., Golub Development LLC, Denargo Market Public Realm Implementation Services – Amendment #2, dated January 17, 2023 (Not Executed)
- Sasaki Associates, Inc., Golub Development LLC, Denargo Market Public Realm Implementation Services Amendment #4, dated September 14, 2023 (Executed)
- Sasaki Associates, Inc., JV Denargo LLC, Denargo Market Public Realm Implementation Services Amendment #3, dated August 7, 2023 (Executed)
- Sasaki Associates, Inc. ("Landscape Architect"), JV Denargo LLC ("Owner"), Agreement for Landscape Architecture Services, dated July 30, 2021 (Executed)
- Swinerton Builders ("Contractor"), JV Lodo Denargo, LLC ("Owner"), Limited Authorization to Proceed for Mobilization, Earthwork and Over Lot Grading, dated September 22, 2023 (Executed)
- Baseline Engineering Corporation., JV Denargo, LLC, Proposal for Pre-Construction Environmental Consulting Services – Denargo Market Site, dated June 5th, 2023
- Century Link., JV Denargo LLC, Special Construction Proposal Relocate the existing Lumen facilities in conflict with the new development, dated August 11th, 2023

VENDOR INVOICES

- Note: See Exhibit A - Summary of Costs Reviewed

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 <u>Duties of Consultant.</u> 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 <u>Limitations On Authority</u>.

(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) <u>Independent Contractor Status</u>. 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 <u>Compliance With Applicable Law</u>. 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 <u>No Right or Interest in District Assets</u>. 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 <u>Compensation</u>. 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").

Initial Payment for Prior Work. The District acknowledges that in (a) 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) <u>Monthly Invoices and Payments</u>. 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) <u>Accrued Compensation</u>. 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 <u>Expenses</u>. 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 <u>Subject To Annual Budget and Appropriation; District Debt</u>. 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 <u>Term</u>. 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 <u>Early Termination</u>. 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 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) <u>Liability Insurance Coverage</u>.

(i) <u>Workers' Compensation Insurance</u>. 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.

Commercial General Liability Insurance. A Commercial General (ii) 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) <u>Automobile Liability Insurance</u>. 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) <u>Effect of Approval or Acceptance of Insurance</u>. 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 <u>Assignment</u>. 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 of any further 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 <u>Modification; Amendment</u>. 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 <u>Integration</u>. 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 <u>Severability</u>. 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 <u>Governing Law and Jurisdiction</u>. 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 <u>Paragraph Headings</u>. Paragraph headings are inserted for convenience of reference only.

5.7 <u>Parties Interested Herein</u>. 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 <u>Notices</u>. 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: <u>dsolin@sdmsi.com</u>
With a copy to:	McGeady Becher P.C. 450 17 th Avenue, Suite 400 Denver, CO 80203-1214 Attention: Legal Notices Phone: 303-592-4380 Email: <u>legalnotices@specialdistrictlaw.com</u>
To Consultant:	JV LoDo Denargo LLC 625 N. Michigan Ave., Suite 2000 Chicago, IL 60611 Attention: Laura Newman Phone: 303-835-1167 Email: <u>Lnewman@goco.com</u>
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 15 th 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 <u>Default/Remedies</u>. 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 <u>Instruments of Further Assurance</u>. 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 <u>Compliance With Law</u>. 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 <u>Non-Waiver</u>. 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 <u>Inurement</u>. This Agreement shall inure to and be binding on the heirs, executors, administrator, successors, and permitted assigns of the Parties hereto.

5.14 <u>Counterparts</u>. 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:	
	Name:	
	Title:	
STATE OF COLORADO)
COUNTY OF) SS.
The foregoing instrument wa 20, by	as acknowl , as	edged before me this day of,, of
Witness my hand and officia	ıl seal.	
My commission expires:		

Notary Public

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

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.

(1) 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

Architecture & Engineering	\$3,400,000.00
Other Consulting Engineers	\$200,000.00
Geo-Tech, Surveys & Materials Testing	\$1,000,000.00
Permits & Utility Fees	
A second s	\$1,250,000.00
Legal & Insurance	\$565,000.00
District Marketing & Branding SOFT COST TOTAL	\$1,000,000.00
SOFT COSTICIAL	57,415,000.00
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
Driled Calsons	\$68,354.00
IMPROVEMENTS Fire Pit	\$11,334,567.00
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 Bements	\$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 Contractor Contingency (3.50%) & Fee (4.50%)	\$2,547,755.00 \$3,297,208.00
Subcontractor Default insutance	\$451,716.00
GL & Builders Pitk	\$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



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	

Stormwater Compliance Solutions, LLC February 27, 2024 Page 2

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 Co	st*			
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

Stormwater Compliance Solutions, LLC February 27, 2024 Page 3

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 $1\frac{1}{2}$ % 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