

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

<u>Board of Directors</u>	<u>Office</u>	<u>Term/Expires</u>
Laura H. Newman	President	2027/May 2027
Jeffrey D. Jones	Treasurer	2025/May 2025
Todd T. Wenskoski	Asst. Secretary	2025/May 2025
Wade Davidson	Asst. Secretary	2027/May 2027
Michael Kuyper	Asst. Secretary	2025/May 2025
David Solin	Secretary	

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 **THE NEXT REGULAR MEETING IS SCHEDULED FOR JUNE 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 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. Purposes of Management District. 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.

TOT 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

EXHIBIT A

SUMMARY OF COSTS REVIEWED

SUMMARY OF COSTS REVIEWED

For Review

LINE NO	TYPE	VENDOR	DESCRIPTION	INVO NO	INV DATE	INV AMT	RET	NET INV AMT	INV DATA	REF NO	PAID DATE	PAID AMT	DATE CLEARED	VER PAID AMT	PERCENT	PAID AMT	VER PAID AMT	PERCENT	PAID AMT	VER PAID AMT	PERCENT	OR AMT	VER OR AMT	PERCENT	CAP AMT	VER CAP AMT	PERCENT	STREETS	MONTHS	DATE	DATE	DATE	PARKS & REC				
1	SOFT	Globus & Company	Pre-Development Fee Article IV Section 4.1	1V49960	12/01/21	40,000.00		40,000.00	NGS	252	01/26/22	40,000.00	02/01/22	40,000.00	100.00%	40,000.00	40,000.00	100.00%	40,000.00	40,000.00	100.00%																
1	SOFT	Globus & Company	Payroll and Payroll Taxes	1V49978	09/18/23	10,524.63		10,524.63	NGS	596	08/15/23	10,524.63	07/06/23	10,524.63	100.00%	10,524.63	10,524.63	100.00%	10,524.63	10,524.63	100.00%																
1	SOFT	Globus & Company	Pre-Development Fee Article IV Section 4.1	1V49979	04/02/21	40,000.00		40,000.00	NGS	327	02/12/21	40,000.00	02/02/21	40,000.00	100.00%	40,000.00	40,000.00	100.00%	40,000.00	40,000.00	100.00%																
1	SOFT	Globus & Company	Payroll and Payroll Taxes	1V49982	06/03/23	10,514.09		10,514.09	NGS	598	06/15/23	10,514.09	05/26/23	10,514.09	100.00%	10,514.09	10,514.09	100.00%	10,514.09	10,514.09	100.00%																
1	SOFT	Globus & Company	Pre-Development Fee Article IV Section 4.1	1V49985	02/01/22	40,000.00		40,000.00	NGS	286	03/10/22	40,000.00	01/16/22	40,000.00	100.00%	40,000.00	40,000.00	100.00%	40,000.00	40,000.00	100.00%																
1	SOFT	Globus & Company	Payroll and Payroll Taxes	1V49989	04/26/23	10,516.36		10,516.36	NGS	599	04/26/23	10,516.36	04/11/23	10,516.36	100.00%	10,516.36	10,516.36	100.00%	10,516.36	10,516.36	100.00%																
1	SOFT	Globus & Company	Pre-Development Fee Article IV Section 4.1	1V49705	03/01/22	40,000.00		40,000.00	NGS	307	04/25/22	40,000.00	01/01/22	40,000.00	100.00%	40,000.00	40,000.00	100.00%	40,000.00	40,000.00	100.00%																
1	SOFT	Globus & Company	Payroll and Payroll Taxes	1V49726	07/02/23	10,509.38		10,509.38	NGS	601	07/07/23	10,509.38	07/27/23	10,509.38	100.00%	10,509.38	10,509.38	100.00%	10,509.38	10,509.38	100.00%																
1	SOFT	Globus & Company	Pre-Development Fee Article IV Section 4.1	1V49729	06/03/21	40,000.00		40,000.00	NGS	328	02/11/21	40,000.00	02/02/21	40,000.00	100.00%	40,000.00	40,000.00	100.00%	40,000.00	40,000.00	100.00%																
1	SOFT	Globus & Company	Pre-Development Fee Article IV Section 4.1	1V49882	03/01/22	40,000.00		40,000.00	NGS	344	06/26/22	40,000.00	04/12/22	40,000.00	100.00%	40,000.00	40,000.00	100.00%	40,000.00	40,000.00	100.00%																
1	SOFT	Globus & Company	Payroll and Payroll Taxes	1V49917	07/20/23	10,516.38		10,516.38	NGS	606	08/15/23	10,516.38	07/07/23	10,516.38	100.00%	10,516.38	10,516.38	100.00%	10,516.38	10,516.38	100.00%																
1	SOFT	Globus & Company	Payroll and Payroll Taxes	1V49846	08/02/23	10,509.38		10,509.38	NGS	608	08/10/23	10,509.38	08/02/23	10,509.38	100.00%	10,509.38	10,509.38	100.00%	10,509.38	10,509.38	100.00%																
1	SOFT	Globus & Company	Pre-Development Fee Article IV Section 4.1	1V49961	06/01/22	40,000.00		40,000.00	NGS	337	07/15/22	40,000.00	05/19/22	40,000.00	100.00%	40,000.00	40,000.00	100.00%	40,000.00	40,000.00	100.00%																
1	SOFT	Globus & Company	Payroll and Payroll Taxes	1V49933	08/18/23	10,509.38		10,509.38	NGS	633	09/26/23	10,509.38	08/30/23	10,509.38	100.00%	10,509.38	10,509.38	100.00%	10,509.38	10,509.38	100.00%																
1	SOFT	Globus & Company	Payroll and Payroll Taxes	1V49963	09/01/23	10,509.38		10,509.38	NGS	633	09/19/23	10,509.38	09/20/23	10,509.38	100.00%	10,509.38	10,509.38	100.00%	10,509.38	10,509.38	100.00%																
1	SOFT	181668 Company LLC	Project Management Fees	1V49960	07/19/23	2,223,470.35		2,223,470.35	NGS	90	08/07/23	2,223,470.35	08/08/23	2,223,470.35	100.00%	2,223,470.35	2,223,470.35	100.00%	2,223,470.35	2,223,470.35	100.00%									2,223,470.35	2,223,470.35	100.00%	2,223,470.35	11/28/23	11/28/23	11/28/23	815,630.53
1	SOFT	Kaplan Krinch Roadwell	Legal Services Re Denago Market Rendition on Behalf of G	20944	08/20/19	3,965.70		3,965.70	NGS	9	09/25/19	3,965.70	10/01/19	3,965.70	100.00%	3,965.70	3,965.70	100.00%	3,965.70	3,965.70	100.00%																
1	SOFT	Kaplan Krinch Roadwell	Legal Services Re Denago Market Rendition on Behalf of G	20951	01/11/20	997.00		997.00	NGS	25	12/02/19	997.00	12/16/19	997.00	100.00%	997.00	997.00	100.00%	997.00	997.00	100.00%																
1	SOFT	Kaplan Krinch Roadwell	Legal Services Re Denago Market Rendition on Behalf of G	30911	11/11/19	1,487.00		1,487.00	NGS	26	12/09/19	1,487.00	12/16/19	1,487.00	100.00%	1,487.00	1,487.00	100.00%	1,487.00	1,487.00	100.00%																
1	SOFT	Kaplan Krinch Roadwell	Legal Services Re Denago Market Rendition on Behalf of G	30656	10/13/20	682.50		682.50	NGS	128	07/21/21	682.50	07/21/21	682.50	100.00%	682.50	682.50	100.00%	682.50	682.50	100.00%								170.63	170.63	100.00%	170.63	10/16/23	10/16/23	10/16/23	170.63	
1	SOFT	Kaplan Krinch Roadwell	Legal Services Re Denago Market Rendition on Behalf of G	37467	01/13/21	1,358.00		1,358.00	NGS	129	02/25/21	1,358.00	02/25/21	1,358.00	100.00%	1,358.00	1,358.00	100.00%	1,358.00	1,358.00	100.00%																
1	SOFT	Kaplan Krinch Roadwell	Legal Services Re Denago Market Rendition on Behalf of G	37829	01/01/21	4,200.00		4,200.00	NGS	141	04/01/21	4,200.00	04/21/21	4,200.00	100.00%	4,200.00	4,200.00	100.00%	4,200.00	4,200.00	100.00%								1,050.00	1,050.00	100.00%	1,050.00	10/16/23	10/16/23	10/16/23	1,050.00	
1	SOFT	Kaplan Krinch Roadwell	Legal Services Re Denago Market Rendition on Behalf of G	38262	09/29/21	5,250.00		5,250.00	NGS	141	04/01/21	5,250.00	04/21/21	5,250.00	100.00%	5,250.00	5,250.00	100.00%	5,250.00	5,250.00	100.00%								52.50	52.50	100.00%	52.50	10/16/23	10/16/23	10/16/23	52.50	
1	SOFT	Kaplan Krinch Roadwell	Legal Services Re Denago Market Rendition on Behalf of G	39149	05/11/21	6,667.50		6,667.50	NGS	175	07/27/21	6,667.50	06/09/21	6,667.50	100.00%	6,667.50	6,667.50	100.00%	6,667.50	6,667.50	100.00%																
1	SOFT	Kaplan Krinch Roadwell	Legal Services Re Denago Market Rendition on Behalf of G	42468	12/13/21	2,100.00		2,100.00	NGS	253	01/26/22	2,100.00	02/03/22	2,100.00	100.00%	2,100.00	2,100.00	100.00%	2,100.00	2,100.00	100.00%																
1	SOFT	Kaplan Krinch Roadwell	Legal Services Re Denago Market Rendition on Behalf of G	42729	05/13/21	4,027.50		4,027.50	NGS	345	06/06/22	4,027.50	06/14/22	4,027.50	100.00%	4,027.50	4,027.50	100.00%	4,027.50	4,027.50	100.00%																
1	SOFT	Kaplan Krinch Roadwell	Legal Services Re Denago Market Rendition on Behalf of G	41900	06/01/21	810.00		810.00	NGS	385	06/29/22	810.00	06/29/22	810.00	100.00%	810.00	810.00	100.00%	810.00	810.00	100.00%																
1	SOFT	Kaplan Krinch Roadwell	Legal Services Re Denago Market Rendition on Behalf of G	42729	07/13/22	810.00		810.00	NGS	412	09/27/22	810.00	10/04/22	810.00	100.00%	810.00	810.00	100.00%	810.00	810.00	100.00%																
1	SOFT	Kaplan Krinch Roadwell	Legal Services Re Denago Market Rendition on Behalf of G	42469	08/29/22	2,210.00		2,210.00	NGS	345	06/06/22	2,210.00	06/14/22	2,210.00	100.00%	2,210.00	2,210.00	100.00%	2,210.00	2,210.00	100.00%																
1	SOFT	Kaplan Krinch Roadwell	Legal Services Re Denago Market Rendition on Behalf of G	47959	01/12/23	432.00		432.00	NGS	549	04/24/23	432.00	05/09/23	432.00	100.00%	432.00	432.00	100.00%	432.00	432.00	100.00%																
1	SOFT	Kaplan Krinch Roadwell	Legal Services Re Denago Market Rendition on Behalf of G	48790	02/09/23	1,744.50		1,744.50	NGS	549	04/24/23	1,744.50	05/09/23	1,744.50	100.00%	1,744.50	1,744.50	100.00%	1,744.50	1,744.50	100.00%																
1	SOFT	Kaplan Krinch Roadwell	Legal Services Re Denago Market Rendition on Behalf of G	31502	09/20/23	389.20		389.20	NGS	990	08/15/23	389.20	07/06/23	389.20	100.00%	389.20	389.20	100.00%	389.20	389.20	100.00%																
1	SOFT	Kaplan Krinch Roadwell	Legal Services Re Denago Market Rendition on Behalf of G	30936	09/29/23	889.60		889.60	NGS	990	08/15/23	889.60	07/06/23	889.60	100.00%	889.60	889.60	100.00%	889.60	889.60	100.00%																
1	SOFT	Kaplan Krinch Roadwell	Legal Services Re Denago Market Rendition on Behalf of G	51766	07/10/23	2,224.00		2,224.00	NGS	618	08/15/23	2,224.00	08/15/23	2,224.00	100.00%	2,224.00	2,224.00	100.00%	2,224.00	2,224.00	100.00%																
1	SOFT	Kaplan Krinch Roadwell	Legal Services Re Denago Market Rendition on Behalf of G	52006	08/10/23	4,847.10		4,847.10	NGS	618	08/15/23	4,847.10	08/15/23	4,847.10	100.00%	4,847.10	4,847.10	100.00%	4,847.10	4,847.10	100.00%																
1	SOFT	Multiple	Multiple	4981500	09/22/23	49,815.00		49,815.00	Multiple	Multiple	09/22/23	49,815.00	09/22/23	49,815.00	100.00%	49,815.00	49,815.00	100.00%	49,815.00	49,815.00	100.00%																
1	SOFT	Laurie & Benne LLP	Legal Services Re Denago for Period Through August 31	22001	09/09/21	1,131.00		1,131.00	NGS	101	09/21/21	1,131.00	10/11/21	1,131.00	100.00%	1,131.00	1,131.00	100.00%	1,131.00	1,131.00	100.00%																
1	SOFT	Laurie & Benne LLP	Legal Services Re Denago for Period Through October 31	22005	11/11/21	1,695.00		1,695.00	NGS	101	11/11/21	1,695.00	10/11/21	1,695.00	100.00%	1,695.00	1,695.00	100.00%	1,695.00	1,695.00	100.																

SUMMARY OF COSTS REVIEWED

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	PRI AMT	VER PRI AMT	% PUB	PUB AMT	VER PUB AMT	% O&M	O&M AMT	VER O&M AMT	% CAP	CAP AMT	VER CAP AMT	STREETS	WATER	SEWER	TRANSPORTATION	UTILITIES	HAZARDOUS WASTE	AVI	PARKS & REC	
1	SQFT	The Verde Companies	ACMULIP Survey, Senior Consulting, Project Management	14926	04/04/21	\$ 2,403.70	\$ -	\$ 2,403.70	NCG	122	07/29/21	\$ 2,403.70	01/06/21	\$ 2,403.70	0.00%	\$ -	\$ -	100.00%	\$ 2,403.70	\$ 2,403.70	0.00%	\$ -	\$ -	100.00%	\$ 2,403.70	\$ 2,403.70	600.03	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	600.93
1	SQFT	Tyba Architects	2133.00 Denango - 3275 and 3315 Denango Street	2133.00-02	10/31/21	\$ 7,505.00	\$ -	\$ 7,505.00	NCG	241	12/08/21	\$ 7,505.00	12/11/21	\$ 7,505.00	74.74%	\$ 5,609.05	\$ 5,609.05	25.26%	\$ 1,895.95	\$ 1,895.95	0.00%	\$ -	\$ -	100.00%	\$ 1,895.95	\$ 1,895.95	473.99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	473.99
1	SQFT	Tyba Architects	1909.00 Denango Market Development	Multiple	Multiple	\$ 841,695.32	\$ -	\$ 841,695.32	NCG	Multiple	Multiple	\$ 841,695.32	Multiple	\$ 841,695.32	30.47%	\$ 256,428.22	\$ 256,428.22	69.53%	\$ 585,267.10	\$ 575,844.09	0.00%	\$ -	\$ -	100.00%	\$ 585,267.10	\$ 575,844.09	230,214.77	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	97,741.02
1	SQFT	Tyba Architects	2132.00 Denango Market - Horizontal Design	Multiple	Multiple	\$ 19,360.00	\$ -	\$ 19,360.00	NCG	Multiple	Multiple	\$ 19,360.00	Multiple	\$ 19,360.00	0.00%	\$ -	\$ -	100.00%	\$ 19,360.00	\$ 19,360.00	0.00%	\$ -	\$ -	100.00%	\$ 19,360.00	\$ 19,360.00	3,956.72	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,956.72
1	SQFT	Tyba Architects	2132.00 Denango Market - Subdivision Platting Services	Multiple	Multiple	\$ 5,130.00	\$ -	\$ 5,130.00	NCG	Multiple	Multiple	\$ 5,130.00	Multiple	\$ 5,130.00	66.64%	\$ 3,521.03	\$ 3,521.03	33.36%	\$ 1,608.97	\$ 1,608.97	0.00%	\$ -	\$ -	100.00%	\$ 1,608.97	\$ 1,608.97	402.24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	402.24
1	HARD	Xcel Energy	Remove Lighting & New Lighting - 2650 Arkins Ct	13079832	07/26/22	\$ 162,907.49	\$ -	\$ 162,907.49	NCG	665	11/07/23	\$ 162,907.49	11/14/23	\$ 162,907.49	0.00%	\$ -	\$ -	100.00%	\$ 162,907.49	\$ 162,907.49	0.00%	\$ -	\$ -	100.00%	\$ 162,907.49	\$ 162,907.49	40,726.87	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	40,726.87
1	HARD	Xcel Energy	Electric Rebuild - 2650 Arkins Ct	13079774	01/16/23	\$ 432,044.03	\$ -	\$ 432,044.03	NCG	667	11/07/23	\$ 432,044.03	12/04/23	\$ 432,044.03	0.00%	\$ -	\$ -	100.00%	\$ 432,044.03	\$ 432,044.03	0.00%	\$ -	\$ -	100.00%	\$ 432,044.03	\$ 432,044.03	108,010.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	108,010.25
1	HARD	Xcel Energy	New Gas Service - 2650 Arkins Ct - Amenly Gas Service	13934237	01/16/23	\$ 91,369.72	\$ -	\$ 91,369.72	NCG	668	11/07/23	\$ 91,369.72	11/14/23	\$ 91,369.72	0.00%	\$ -	\$ -	100.00%	\$ 91,369.72	\$ 91,369.72	0.00%	\$ -	\$ -	100.00%	\$ 91,369.72	\$ 91,369.72	22,842.43	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	22,842.43
		TOTAL VERIFICATION NOS. ->	1 - 1			\$ 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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	806,946.27
		TOTAL VERIFICATION NOS. ->	1			\$ 10,444,900.13	\$ -	\$ 10,444,900.13	0	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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	806,946.27

EXHIBIT B

SUMMARY OF DOCUMENTS REVIEWED

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 Duties of Consultant. The Consultant shall:

- (a) Perform the Services;
- (b) Maintain insurance as required under Section 4.2 hereof;
- (c) Upon the District’s request, advise the District of the status of the Services required by this Agreement and work in coordination with the District’s consultants to assure that the District has the most complete information available for the exercise of the District’s powers and discretionary authority; and
- (d) Refrain from entering into any contract, oral or written, in the name of the District, and from incurring any debt, liability or obligation for or on behalf of the District. All obligations incurred by the Consultant shall be obligations of the Consultant and the Consultant shall hold the District harmless therefrom.

1.2 Limitations On Authority.

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

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

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

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

1.5 Work Product. "Work Product" shall consist of all written materials maintained by the Consultant in connection with performance of this Agreement, including but not limited to all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in the form they are created. The Consultant shall maintain reproducible copies of any test results and logs which it obtains and shall make them available to the District upon request either electronically or at reasonable commercial printing rates, depending on the form in which it was created. All right, title and interest in the Work Product is the property of the Consultant. Upon conveyance of the Improvements (as defined in the Budget attached as **Exhibit C** and more generally defined in the Service Plan) to the District, the Consultant shall deliver such documents as shall be necessary in the District's sole discretion, to assign, transfer and convey all rights in the Work Product related to said Improvements to the District or its assignee. If Consultant fails to execute any documents required under this Section 1.5, then Consultant hereby irrevocably appoints the District its attorney-in-fact for the purpose of executing any required transfers of ownership or interests and any other documents necessary to effectuate this Section 1.5.

II. COMPENSATION

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

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

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

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

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

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

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

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date of mutual execution hereof, and shall expire upon satisfactory completion of the Services and payment of all Compensation owed by the District to the Consultant. Extensions of this Agreement must be in writing and executed by both Parties.

3.2 Early Termination. Either Party may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given at least 30 days prior to the effective date of such termination. Such notice shall specify the extent of termination and the effective date of the same.

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

IV. INDEMNIFICATION AND INSURANCE

4.1 Indemnification. The Consultant hereby agrees to indemnify, defend and hold the District and its affiliated entities or other persons or entities designated by the District, and their respective directors, trustees, officers, members, managers, agents and employees (collectively, the "Indemnitees"), harmless from any and all liability for damage, including but not limited to the reimbursement of attorney fees and costs, arising out of death or bodily injury to persons or damage to property, in such amount that is represented by the degree or percentage of negligence or fault attributable to the Consultant and/or its agents, representatives, subcontractors, or suppliers. The District hereby agrees to indemnify, defend and hold the Consultant and its affiliated entities or other persons or entities designated by the Consultant, and its respective officers, members, managers, agents and employees (collectively, the "Indemnitees"), harmless from any and all liability for damage, including but not limited to the reimbursement of attorney fees and costs, arising out of death or bodily injury to persons or damage to property, in such amount that is represented by the degree or percentage of negligence or fault attributable to the District and/or its agents, representatives, subcontractors, or suppliers. Notwithstanding the foregoing, the District's agreement to indemnify, defend and hold harmless is made only if allowable by Colorado law and this provision does not constitute a waiver, express or implied, of the Colorado Governmental Act, as applicable now or amended.

4.2 Insurance Requirements. The Consultant shall cause its contractors and subcontractors to procure, at their sole cost and expense, the insurance coverages set forth below, which insurance shall be placed with insurance companies rated at least "A:XIII" by A.M. Best Company. Consultant shall give notice to the District at least thirty (30) days prior to the cancellation or nonrenewal of such policies. Consultant shall give notice to the District within five (5) business days, or as soon as practicable, of any modification of any such policies. Consultant's cost of maintaining the insurances required hereunder shall not be considered a reimbursable expense of the Consultant. The Consultant shall, upon request, promptly furnish the District with copies of policies obtained pursuant to this Section 5.2. (as well as certificates evidencing the same) and shall not commence any Services under this Agreement until such insurance is obtained; provided further, however, with respect to the Workers' Compensation Insurance required below, the Consultant must furnish to the District, prior to the commencement of any Services, duly executed and validated forms as prescribed by the state authority having jurisdiction evidencing that such insurance is in full force and effect.

(a) Liability Insurance Coverage.

(i) Workers' Compensation Insurance. A Workers' Compensation Insurance Policy in form and substance reasonably acceptable to the District and in an amount not less than the statutory benefits, including Employer's Liability Insurance with limits of liability of not less than (i) \$500,000.00 for bodily injury by accident, each accident (ii) \$500,000.00 for bodily injury by disease, each employee, and (iii) \$500,000.00 aggregate liability for disease. The Workers' Compensation Insurance Policy, or an endorsement to such Policy, must include a waiver of subrogation in favor of the District.

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include, without limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000.00 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000.00 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000.00 for Completed Operations and Products Liability.

(iii) Automobile Liability Insurance. An Automobile Liability Insurance Policy written on a per accident basis, in form and substance reasonably

acceptable to the District. The Automobile Liability Insurance Policy must provide coverage for all owned, hired, rented and nonowned automobiles, and must include uninsured motorist coverages. The Automobile Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000.00 for each accident for bodily injury and/or property damage.

(iv) Excess Liability Insurance. An Excess Liability Insurance Policy written in excess of the coverages provided by the insurance policies described in the preceding Subsections 4.2(a)(i) - (iii), in form and substance reasonably acceptable to the District, which policy will include the District as an additional insured. The Excess Liability Insurance Policy must be written with a combined single limit of not less than \$1,000,000.00 for each occurrence of bodily injury/or property damage and annual aggregate.

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

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

V. MISCELLANEOUS

5.1 Assignment. The District shall not assign this Agreement or any of its rights or delegate any of its duties hereunder to any person or entity. The Consultant shall have the right to assign or transfer all or any rights or duties under this Agreement upon providing thirty (30) days written notice to the District requesting consent which consent the District shall not unreasonably withhold, condition or delay, and provided that to the extent the Consultant assigns any of its obligations under this Agreement, the assignee of such obligations shall expressly assume such obligations and the Consultant shall provide prompt notice to the District of the assignment. The express assumption of any of the Consultant's obligations under this Agreement by its assignee shall thereby relieve the Consultant of any further obligations under this Agreement with respect to the matter so assumed. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

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

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

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

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

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

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

5.8 Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same if: (i) personally delivered; (ii) deposited in the United States mail, registered or certified return receipt requested, postage prepaid; (iii) sent for next Business Day delivery by Federal Express or similar nationally recognized overnight courier service; or (iv) transmittal by email (accompanied with reasonable evidence of receipt of transmission) to the noticed Party, so long as notice in accordance with subsections (i), (ii), or (iii) of this Section 5.8 immediately follows, and addressed as follows:

To District: Denargo Market Metropolitan District No. 1
c/o Special District Management Services, Inc.
141 Union Boulevard, Suite 150
Lakewood, CO 80228
Attention: David Solin
Phone: 303-987-1898
Email: dsolin@sdmsi.com

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

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

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

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

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service, upon electronic confirmation of email transmission, or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

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

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

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

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

5.12 Non-Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder.

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

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

[SIGNATURE PAGES TO FOLLOW]

[SIGNATURE PAGES TO PROJECT MANAGEMENT SERVICE AGREEMENT]

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

CONSULTANT:

JV LODO DENARGO LLC, a Delaware limited liability company

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

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

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

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

By: _____

Name: _____

Title: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

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

Witness my hand and official seal.

My commission expires: _____

Notary Public

DISTRICT:

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

By: _____
President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

SERVICES

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

COMPENSATION/FEE SCHEDULE

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

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

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

EXHIBIT C

BUDGET FOR IMPROVEMENTS AND SERVICES

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



February 27, 2024

Via Email

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

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

Dear Mr. Kuyper:

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

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

Stormwater Management Systems On-Site

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

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

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

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

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

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

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

2. Water/Solids Disposal Conditions:

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

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

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

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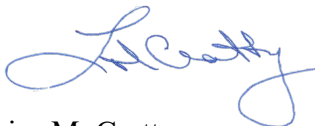
3. Specific Details – All operators of equipment are OSHA trained and properly insured. Confined space crews are OSHA certified and use safety gear required by industry standards. The jet vac rates always include 2 operators and additional labor as needed for the project, unless three is specified. All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

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

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

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

Very truly yours,



Lisa M. Cratty
Director of Compliance

Accepted by:

Signature

Date

Printed Name

Title