

DENARGO MARKET METROPOLITAN DISTRICT NO. 1

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

NOTICE OF SPECIAL MEETING AND AGENDA

<u>Board of Directors</u>	<u>Office</u>	<u>Term/Expires</u>
Laura H. Newman	President	2023/May 2023
Jeffrey D. Jones	Asst. Secretary	2025/May 2025
Todd T. Wenskoski	Asst. Secretary	2023/May 2025
Wade Davidson	Asst. Secretary	2023/May 2025
<i>Vacant</i>		2023/May 2023
Ann Finn	Secretary	

DATE: March 22, 2023

TIME: 4:30 p.m.

LOCATION: Zoom Meeting

<https://us02web.zoom.us/j/81056620865?pwd=WjhYZUtlMTYzbGxaZ2ZxdUpZSGtGZz09>

Phone: 1 (719) 359-4580

Meeting ID: 810 5662 0865

Password: 946822

One tap mobile: +17193594580,,81056620865#,,,*946822#

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

B. Confirm quorum, location of meeting and posting of meeting notice and designate 24-hour posting location. Approve agenda.

C. Review and approve the Minutes of the November 15, 2022 Regular (enclosure).

D. Discuss status of the May 2, 2023 Regular Election.

E. Consider appointment of new District Treasurer.

- II. CONSENT AGENDA – These items are considered to be routine and will be approved and/or ratified by one motion. There will be no separate discussion of these items unless a Board Member so requests, in which event, the item will be removed from the Consent Agenda and considered on the Regular Agenda.
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III. PUBLIC COMMENT

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

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

Fund	Period Ending Nov. 30, 2022	Period Ending Dec. 31, 2022	Period Ending January 31, 2023	Period Ending Feb. 28, 2023
General	\$ 58,227.74	\$ 47,393.32	\$ 26,533.34	\$ 42,275.29
Debt Service	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Capital Projects	\$ 1,786.00	\$ 1,054.50	\$ 1,805.00	\$ -0-
Total	\$ 60,013.74	\$ 48,447.82	\$ 28,338.34	\$ 42,275.29

- B. Review and accept the Unaudited Financial Statements through the period ending December 31, 2022 and Schedule of Cash Position updated as of February 22, 2023 (enclosure).
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V. LEGAL MATTERS

- A. Discuss status of Service Plan Amendments and authorize necessary actions related thereto.
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VI. OPERATION AND MAINTENANCE

- A. Discuss towing services.
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1. Consider termination of Agreement with Wyatt's Towing and discuss engagement of a new towing company for towing services.
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2. Consider approval of proposal from Villalobos Towing LLC d/b/a Private Park Kings for parking enforcement (enclosure).
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B. Discuss security services (enclosures).

C. Review and discuss the O&M Analysis from ETM Associates (enclosure)

1. Discuss possible Maintenance Agreement between the District and the City and County of Denver for improvements on land owned by the City and County of Denver.
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VII. CAPITAL MATTERS

A. Discuss status of the Pennrose, LLC (2700 Wewatta Way) Project.

1. Discuss status of relocation of Xcel/Comcast/District pedestals onto the City and County of Denver right-of-way.
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2. Ratify approval of Service Agreement for Pedestal Relocation by and between the District and Excel Electric, Inc. (enclosure).
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B. Review and discuss Construction Oversight Reports/Site Inspections/Development Application Reviews (Triunity-enclosure).

C. Discuss status of permits and damage deposits.

D. Consider approval of ROW Permit for fencing located along Delgany Street.

VIII. OTHER MATTERS

A. Discuss status of development within the District.

IX. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR JUNE 20, 2023.**

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE DENARGO MARKET METROPOLITAN DISTRICT NO. 1 HELD NOVEMBER 15, 2022

A Regular Meeting of the Board of Directors (referred to hereafter as the “Board”) of the Denargo Market Metropolitan District No. 1 (referred to hereafter as the “District”) was held on Tuesday, the 15th day of November 2022, at 4:30 p.m. The District Board meeting was held and properly noticed to be held via Zoom. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

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

Also In Attendance Were:

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

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

Lindsay Ross; CliftonLarsonAllen LLP

Shannon Cox Baker; Pennrose, LLC (for a portion of the meeting)

Mike Kuyper and Matt; Triunity Engineering & Management, Inc. (for a portion of the meeting)

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosure of Potential Conflicts of Interest: The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board and to the Secretary of State. It was noted that disclosures of potential conflicts of interest statements for each of the Directors had been filed with the Secretary of State seventy-two hours in advance of the meeting. Attorney Williams requested that the Directors consider whether they had any additional conflicts of interest to disclose. Director Wenskoski noted for the record that his company, Livable Cities Studio, Inc. has been engaged by Pennrose, LLC to provide landscape architecture services on the 2700 Wewatta Project. There were no additional disclosures made by the Directors present at the meeting and the Board incorporated for the record those

RECORD OF PROCEEDINGS

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

ADMINISTRATIVE MATTERS

Confirmation of Quorum, Location of Meeting and Posting of Meeting Notices: Ms. Finn confirmed the presence of a quorum. The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. It was noted that the District Board meeting was held and properly noticed to be held by video / telephonic means via Zoom. The Board further noted that notice of the time, date and meeting access information was duly posted and that no objections, or any requests that the means of hosting the meeting be changed were received from taxpaying electors within the District's boundaries.

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

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

Resolution of Appreciation for Donald D. Cabrera: Ms. Finn presented a Resolution of Appreciation for Donald D. Cabrera.

Following discussion, upon motion duly made by Director Newman, seconded by Director Jones and, upon vote, unanimously carried, the Board approved the Resolution of Appreciation for Donald D. Cabrera.

Minutes: The Board reviewed the Minutes of the September 20, 2022 Regular Meeting and November 1, 2022 Special Meeting.

Following discussion, upon motion duly made by Director Newman, seconded by Director Jones and, upon vote unanimously carried, the Minutes of the September 20, 2022 Regular Meeting and November 1, 2022 Special Meeting were approved, as presented.

Resolution Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting 24-Hour Notices: The Board discussed the Resolution Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices.

RECORD OF PROCEEDINGS

Ms. Finn reviewed the business to be conducted in 2023 to meet the statutory compliance requirements. The Board determined to meet on March 14, 2023, June 20, 2023, September 19, 2023 and November 14, 2023 at 4:30 p.m., via Zoom meeting.

Following discussion, upon motion duly made by Director Jones, seconded by Director Newman and, upon vote, unanimously carried, the Board adopted the Resolution Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices. A copy of the Resolution is attached hereto and incorporated herein by this reference.

CONSENT AGENDA

The Board considered the following actions:

- Authorize posting of the Transparency Notice on the Special District Association website, in compliance with requirements of Section 32-1-809, C.R.S.
- Acknowledge approval of 2022-2025 Operation Funding Agreement by and between the District and JV Denargo LLC.
- Acknowledge approval of 2022-2025 Facilities Funding and Acquisition Agreement by and between the District and JV Denargo LLC.
- Ratify approval of Change Order to Service Agreement for Site Inspection Services/Construction Oversight by and between the District and Triunity Engineering & Management, INC. for review of development applications.
- Ratify approval of ROW Permit with Hooper Corporation.
- Ratify approval of ROW Permit with Sage Telecommunications Corp. of Colorado, LLC, d/b/a Sage Telecommunications Corporation.
- Ratify approval of ROW Permit with Ad Light Group.
- Ratify approval of proposal from BrightView Landscape Services, Inc. for erosion repair work.

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

PUBLIC COMMENT

There were no public comments.

FINANCIAL MATTERS

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

RECORD OF PROCEEDINGS

Fund	Period Ending Sept. 30, 2022	Period Ending October 31, 2022
General	\$ 13,897.27	\$ 22,129.56
Debt Service	\$ -0-	\$ -0-
Capital Projects	\$ -0-	\$ 931.00
Total	\$ 13,897.27	\$ 23,060.56

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

Unaudited Financial Statements: Ms. Ross reviewed the Unaudited Financial Statements through the period ending September 30, 2022 and Schedule of Cash Position, updated as of October 24, 2022, with the Board.

Following review, upon motion duly made by Director Jones, seconded by Director Newman and, upon vote, unanimously carried, the Board accepted the Unaudited Financial Statements through the period ending September 30, 2022 and Schedule of Cash Position, updated as of October 24, 2022.

2022 Budget Amendment Hearing: The President opened the public hearing to consider the Resolution to Amend the 2022 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of a Resolution to Amend the 2022 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing. No public comments were received, and the public hearing was closed.

Following review and discussion, upon motion duly made by Director Newman, seconded by Director Jones and, upon vote, unanimously carried, the Board adopted the Resolution to Amend the 2022 Budget. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

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

It was noted that publication of Notice stating that the Board would consider adoption of the 2023 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to or at this public hearing. No public comments were received and the President closed the public hearing.

RECORD OF PROCEEDINGS

Ms. Ross reviewed the estimated year-end 2022 revenues and expenditures and the proposed 2023 estimated revenues and expenditures.

The Board discussed the mill levy and determined that 0.000 mills would be certified.

Following discussion, upon motion duly made by Director Newman, seconded by Director Jones and, upon vote, unanimously carried, the Board adopted the Resolution to Adopt the 2023 Budget and Appropriate Sums of Money and the Resolution to Set Mill Levies, as discussed, and execution of the Certification of Budget was authorized. Ms. Finn was authorized to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2023. A copy of the adopted Resolutions are attached to these Minutes and incorporated herein by this reference.

DLG-70 Certification of Tax Levies Form (“Certification”): The Board considered authorizing the District Accountant to prepare and the appointment of Director Newman to sign the Certification for transmittal to the Assessor and other interested parties.

Following discussion, upon motion duly made by Director Newman, seconded by Director Jones and, upon vote, unanimously carried, the Board authorized the District Accountant to prepare the Certification and for Director Newman to execute same for transmittal to the Denver Assessor and other interested parties. The Board further authorized Director Newman to approve bank fund transfers.

CliftonLarsonAllen LLP Statements of Work by and between the District and CliftonLarsonAllen LLP for 2023 Accounting Services: The Board reviewed the CliftonLarsonAllen LLP Statements of Work.

Following review, upon motion duly made by Director Wenskoski, seconded by Director Newman and, upon vote, unanimously carried, the Board approved the CliftonLarsonAllen LLP Statements of Work by and between the District and CliftonLarsonAllen LLP for 2023 Accounting Services.

2022 Audit: The Board reviewed the proposal from Dazzio & Associates, P.C. to perform the 2022 Audit.

Following discussion, upon motion duly made by Director Jones, seconded by Director Davidson and, upon vote, unanimously carried, the Board approved the engagement of Dazzio & Associates, P.C. to perform the 2022 Audit, for an amount not to exceed \$4,200.

RECORD OF PROCEEDINGS

2024 Budget Preparation: The Board discussed the preparation of the 2024 Budget.

Following discussion, upon motion duly made by Director Jones, seconded by Director Davidson and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the 2024 Budget.

LEGAL MATTERS

Resolution Calling a Regular Election on May 2, 2023, Appointing the Designated Election Official (“DEO”), and Authorizing the DEO to Perform all Tasks Required for the Conduct of Mail Ballot Election (“Election Resolution”): The Board discussed the Election Resolution.

Following discussion, upon motion duly made by Director Newman, seconded by Director Wenskoski and, upon vote, unanimously carried, the Board adopted the Election Resolution. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

Service Plan Amendment: Attorney Williams updated the Board regarding timing for submittal of the proposed Service Plan Amendment for review by the City Council of the City and County of Denver.

License Agreement with Commercial User for Encroachment of Private Improvements on District Owned Property: The Board deferred consideration of this matter.

Sidewalk Easement Agreement by and among the District, Pennrose, LLC and JV Denargo LLC: Attorney Williams reviewed with the Board a Sidewalk Easement Agreement by and among the District, Pennrose, LLC and JV Denargo LLC, related to the 2700 Wewatta Project.

Following discussion, upon motion duly made by Director Newman, seconded by Director Jones and, upon vote, unanimously carried, the Board approved the Sidewalk Easement by and among the District, Pennrose, LLC and JV Denargo LLC.

OPERATION AND MAINTENANCE

Change Order No. 1 to Service Agreement with Brightview Landscape Services, Inc. for Snow Removal Services: The Board reviewed Change Order No. 1 to Service Agreement with Brightview Landscape Services, Inc. for snow removal services.

Following discussion, upon motion duly made by Director Newman, seconded by Director Wenskoski and, upon vote, unanimously carried, the Board ratified

RECORD OF PROCEEDINGS

approval of Change Order No. 1 to Service Agreement with Brightview Landscape Services, Inc. for snow removal services.

Service Agreement/Change Order with Brightview Landscape Services, Inc. for 2023 Landscape Maintenance Services: The Board reviewed a Service Agreement/Change Order with Brightview Landscape Services, Inc. for 2023 landscape maintenance services.

Following discussion, upon motion duly made by Director Newman, seconded by Director Wenskoski and, upon vote, unanimously carried, the Board approved the Service Agreement/Change Order with Brightview Landscape Services, Inc. for 2023 landscape maintenance services.

Service Agreement with Colorado Lighting, Inc. for Site Lighting Maintenance Services: The Board reviewed a Service Agreement with Colorado Lighting, Inc. for site lighting maintenance services.

Following discussion, upon motion duly made by Director Newman, seconded by Director Wenskoski and, upon vote, unanimously carried, the Board approved the Service Agreement with Colorado Lighting, Inc. for site lighting maintenance services.

Service Agreement/Change Order with Diversified Underground, Inc. for Locate Services: The Board reviewed a Service Agreement/Change Order with Diversified Underground, Inc. for locate services.

Following discussion, upon motion duly made by Director Newman, seconded by Director Wenskoski and, upon vote, unanimously carried, the Board approved the Service Agreement/Change Order with Diversified Underground, Inc. for locate services.

Service Agreement/Change Order with Denver Metro Protective Services for Security Services: The Board reviewed a Service Agreement/Change Order with Denver Metro Protective Services for security services.

Following discussion, upon motion duly made by Director Newman, seconded by Director Wenskoski and, upon vote, unanimously carried, the Board approved the Service Agreement/Change Order with Denver Metro Protective Services for security services.

O&M Analysis from ETM Associates: Director Newman informed the Board that she expects to receive the O&M Analysis from ETM Associates within the next two weeks.

RECORD OF PROCEEDINGS

OTHER MATTERS

Pennrose, LLC (2700 Wewatta Way) Project: Ms. Cox Baker updated the Board regarding the status of the Pennrose, LLC (2700 Wewatta Way) Project, noting the closing on the property is scheduled for December 8, 2022 with construction to begin December 12, 2022.

Relocation of Xcel/Comcast/District pedestals onto the City and County of Denver ROW: The Board entered into discussion regarding the relocation of the District's pedestal.

Following discussion, upon motion duly made by Director Jones, seconded by Director Newman and, upon vote carried, with Director Wenskoski abstaining, the Board authorized the District to engage Hooper Corporation, or another contractor to relocate the District's pedestal, for an amount not to exceed \$15,000.

Establishment of a Construction Committee: The Board entered into discussion regarding the establishment of a Construction Committee.

Following discussion, upon motion duly made by Director Jones, seconded by Director Newman and, upon vote carried, with Director Wenskoski abstaining, the Board appointed Directors Newman and Davidson to the Construction Committee.

Construction Oversight/Site Inspections/Development Application Reviews (Triunity): Mr. Kuyper updated the Board regarding status of recent plan reviews for the 2700 Wewatta Project.

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting

Denargo Market Metropolitan District No. 1
November-22

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
Brightview Landscape Services	8148705	10/25/2022	11/9/2022	\$ 935.30	Landscape & options	107816
Brightview Landscape Services	8144524	11/1/2022	11/16/2022	\$ 1,065.00	Landscape & options	107816
CliftonLarsonAllen, LLP	3437410	9/30/2022	9/30/2022	\$ 2,990.40	Accounting	107000
Colorado Lighting Inc	NI111671	11/2/2022	12/2/2022	\$ 20.00	Site lighting	107803
Colorado Lighting Inc	541768	10/10/2022	11/9/2022	\$ 252.75	Site lighting	107803
Colorado Special District Property & Liability Pool	23PL-61159-1226	9/9/2022	9/9/2022	\$ 2,137.00	Insurance and bonds	107360
Colorado Special District Property & Liability Pool	23PL-61280-1958	9/19/2022	9/19/2022	\$ 2,076.00	Insurance and bonds	107360
Denver Metro Protective Services	22-100326	10/4/2022	11/3/2022	\$ 240.00	Security	107570
Denver Metro Protective Services	22-1110297	11/2/2022	12/2/2022	\$ 260.00	Security	107570
Denver Water	3150 September 2022	10/12/2022	11/2/2022	\$ 24.20	Utilities	107701
Denver Water	3250 October 2022	10/12/2022	11/2/2022	\$ 220.04	Utilities	107701
Diversified Underground	26388	9/30/2022	10/30/2022	\$ 714.00	Locates	107804
ETM Associates, LLC	Invoice #1	11/9/2022	11/9/2022	\$ 34,790.00	Contingency	107890
Mcgeady Becher P.C	1057W 9-2022	9/30/2022	9/30/2022	\$ 3,997.40	Legal services	107460
Mcgeady Becher P.C	1057W 9-2022	9/30/2022	9/30/2022	\$ 1,786.00	Legal	307460
Special District Management Services	D1 10-2022	10/31/2022	10/31/2022	\$ 4,576.37	District management	107440
Special District Management Services	D2 10-2022	10/31/2022	10/31/2022	\$ 338.88	District management	107440
Special District Management Services	D3 10-2022	10/31/2022	10/31/2022	\$ 257.80	District management	107440
T Charles Wilson Insurance Service	11770	10/5/2022	1/1/2023	\$ 495.00	Insurance and bonds	107360
T Charles Wilson Insurance Service	11494	9/28/2022	1/1/2023	\$ 495.00	Insurance and bonds	107360
Triunity Engineering & Management	100517-27	10/27/2022	10/27/2022	\$ 2,118.00	Site inspection	107802
Utility Notification Center	222100445	10/31/2022	10/31/2022	\$ 24.70	Locates	107804
Xcel Energy	800637339	10/17/2022	11/4/2022	\$ 182.67	Utilities	107701
Xcel Energy	799870894	10/11/2022	10/31/2022	\$ 17.23	Utilities	107701
				\$ 60,013.74		

Denargo Market Metropolitan District No. 1
November-22

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 58,227.74		\$ 1,786.00	\$ 60,013.74
Payroll		\$ -	\$ -	\$ -
Total Disbursements from Checking Acct	\$ 58,227.74	\$ -	\$ 1,786.00	\$ 60,013.74

Denargo Market Metropolitan District No. 1
December-22

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
Brightview Landscape Services	8200411	11/30/2022	12/15/2022	\$ 412.88	Snow removal	107815
Brightview Landscape Services	8187297	12/1/2022	12/16/2022	\$ 1,065.00	Landscape & options	107816
Brightview Landscape Services	8200691	11/30/2022	12/15/2022	\$ 6,477.90	Snow removal	107815
Brightview Landscape Services	8168749	11/14/2022	11/29/2022	\$ 2,295.00	Landscape & options	107816
CliftonLarsonAllen, LLP	3481957	11/17/2022	11/17/2022	\$ 3,532.46	Accounting	107000
Colorado Lighting Inc	NI112828	12/2/2022	1/1/2023	\$ 20.00	Site lighting	107803
Colorado Special District Property & Liability Pool	23PL-61095-2156	10/29/2022	10/29/2022	\$ 8,024.00	Prepaid insurance	101255
Colorado Special District Property & Liability Pool	23WC-61280-1960	9/13/2022	1/1/2023	\$ 450.00	Prepaid insurance	101255
Denver Metro Protective Services	22-120515	12/6/2022	1/5/2023	\$ 590.00	Security	107570
Denver Water	3150 September 2022	9/13/2022	10/4/2022	\$ 24.20	Utilities	107701
Denver Water	3150 June 2022	6/13/2022	7/5/2022	\$ 24.20	Utilities	107701
Denver Water	3150 July 2022	7/13/2022	8/3/2022	\$ 24.20	Utilities	107701
Denver Water	3250 November 2022	11/10/2022	12/1/2022	\$ 34.28	Utilities	107701
Denver Water	3150 August 2022	8/12/2022	9/2/2022	\$ 59.20	Utilities	107701
Diversified Underground	26724	11/30/2022	12/30/2022	\$ 1,660.00	Locates	107804
Diversified Underground	26567	10/31/2022	11/30/2022	\$ 905.00	Locates	107804
Dodge Data & Analytics	A40044049	11/8/2022	11/8/2022	\$ 67.32	Miscellaneous	107480
Manager of Finance	2022_19	12/12/2022	12/12/2022	\$ 25.00	Election expense	107581
Mcgeady Becher P.C	1057W 10-2022	10/31/2022	10/31/2022	\$ 3,369.50	Legal services	107460
Mcgeady Becher P.C	1057W 10-2022	10/31/2022	10/31/2022	\$ 1,054.50	Legal	307460
Special District Management Services	D2 11-2022	11/30/2022	11/30/2022	\$ 549.11	District management	107440
Special District Management Services	D1 11-2022	11/30/2022	11/30/2022	\$ 7,861.82	District management	107440
Special District Management Services	D3 11-2022	11/30/2022	11/30/2022	\$ 490.40	District management	107440
Triunity Engineering & Management	100517-28	11/29/2022	11/29/2022	\$ 2,167.00	Site inspection	107802
Triunity Engineering & Management	100517-20	3/7/2022	3/7/2022	\$ 6,670.25	Site inspection	107802
Utility Notification Center	222110438	11/30/2022	11/30/2022	\$ 22.10	Locates	107804
Xcel Energy	804735860	11/15/2022	12/6/2022	\$ 167.06	Utilities	107701
Xcel Energy	803929304	11/9/2022	12/1/2022	\$ 36.04	Utilities	107701
				\$ 48,078.42		

Denargo Market Metropolitan District No. 1
December-22

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 47,023.92		\$ 1,054.50	\$ 48,078.42
Payroll	\$ 369.40	\$ -	\$ -	\$ 369.40
Total Disbursements from Checking Acct	<u>\$ 47,393.32</u>	<u>\$ -</u>	<u>\$ 1,054.50</u>	<u>\$ 48,447.82</u>

Report Criteria:

Includes the following check types:
Manual, Payroll, Supplemental, Termination, Void
Includes unprinted checks

Check Issue Date	Check Number	Payee	GL Account	Amount
12/14/2022	9226	Jones, Jeffrey	9-110-00	-92.35
12/14/2022	9227	Newman, Laura	9-110-00	-92.35
12/14/2022	9228	Wade S. Davidson	9-110-00	-92.35
12/14/2022	9229	Wenskoski, Todd	9-110-00	-92.35
Grand Totals:				-369.40
	4			

Denargo Market Metropolitan District No. 1

January-23

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
Brightview Landscape Services	8237028	12/30/2022	1/14/2023	\$ 8,426.08	Snow removal	107815
CliftonLarsonAllen, LLP	3504266	11/30/2022	11/30/2022	\$ 3,202.24	Accounting	107000
Colorado Lighting Inc	NI113991	1/3/2023	2/2/2023	\$ 20.00	Site lighting	107803
Denver Water	3250 December 2022	12/12/2022	1/2/2023	\$ 24.20	Utilities	107701
Denver Water	3150 November 2022	11/10/2022	12/1/2022	\$ 59.20	Utilities	107701
Denver Water	3150 December 2022	12/12/2022	1/2/2023	\$ 24.20	Utilities	107701
Diversified Underground	26882	12/31/2022	1/30/2023	\$ 540.00	Locates	107804
Mcgeady Becher P.C	1057W 11-2022	11/30/2022	11/30/2022	\$ 6,130.50	Legal services	107460
Mcgeady Becher P.C	1057W 11-2022	11/30/2022	11/30/2022	\$ 1,805.00	Legal	307460
Special District Management Services	D1 12-2022	12/31/2022	12/31/2022	\$ 3,654.13	District management	107440
Special District Management Services	D3 12-2022	12/31/2022	12/31/2022	\$ 296.00	District management	107440
Special District Management Services	D2 12-2022	12/31/2022	12/31/2022	\$ 296.00	District management	107440
Triunity Engineering & Management	100517-29	12/21/2022	12/21/2022	\$ 3,604.00	Site inspection	107802
Utility Notification Center	222120416	12/31/2022	12/31/2022	\$ 15.60	Locates	107804
Xcel Energy	808187343	12/13/2022	1/4/2023	\$ 52.90	Utilities	107701
Xcel Energy	808840970	12/16/2022	1/9/2023	\$ 188.29	Utilities	107701
				\$ 28,338.34		

Denargo Market Metropolitan District No. 1
January-23

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 26,533.34		\$ 1,805.00	\$ 28,338.34
Payroll		\$ -	\$ -	\$ -
Total Disbursements from Checking Acct	\$ 26,533.34	\$ -	\$ 1,805.00	\$ 28,338.34

Denargo Market Metropolitan District No. 1
February-23

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
Brightview Landscape Services	8249299	1/17/2023	2/1/2023	\$ 825.76	Snow removal	7595
Brightview Landscape Services	8246518	1/13/2023	1/28/2023	\$ 11,585.60	Snow removal	7595
Brightview Landscape Services	8275188	1/30/2023	2/14/2023	\$ 9,932.52	Snow removal	7595
Brightview Landscape Services	8283291	2/6/2023	2/21/2023	\$ 1,114.88	Snow removal	7595
CliftonLarsonAllen, LLP	3539048	12/31/2022	12/31/2022	\$ 2,028.08	Accounting	7000
Denver Metro Protective Services	23-020289	2/1/2023	3/3/2023	\$ 400.00	Security	7570
Denver Metro Protective Services	23-020288	2/1/2023	3/3/2023	\$ 570.00	Security	7570
Denver Water	3150 January 2023	1/12/2023	2/2/2023	\$ 25.70	Utilities	7701
Denver Water	3250 January 2023	1/12/2023	2/2/2023	\$ 25.70	Utilities	7701
Diversified Underground	27026	1/31/2023	3/2/2023	\$ 1,325.00	Locates	7804-45240
Mcgeady Becher P.C	1057W 12-2022	12/31/2022	12/31/2022	\$ 2,779.59	Legal	7460
Schedio Group LLC	220102-1734	2/1/2023	3/3/2023	\$ 117.00	Engineering	7587
Special District Association	D3 2023 Renewal	2/3/2023	2/3/2023	\$ 392.29	Dues and membership	7350
Special District Association	D1 2023 Renewal	2/6/2023	2/6/2023	\$ 660.25	Dues and membership	7350
Special District Association	D2 2023 Renewal	2/3/2023	2/3/2023	\$ 598.46	Dues and membership	7350
Special District Management Services	D1 1-2023	1/31/2023	1/31/2023	\$ 84.60	Election	7581
Special District Management Services	D1 1-2023	1/31/2023	1/31/2023	\$ 4,719.76	District management	7440
Special District Management Services	D2 1-2023	1/31/2023	1/31/2023	\$ 68.60	Election	7581
Special District Management Services	D2 1-2023	1/31/2023	1/31/2023	\$ 381.80	District management	7440
Special District Management Services	D3 01-2023	1/31/2023	1/31/2023	\$ 52.60	Election	7581
Special District Management Services	D3 01-2023	1/31/2023	1/31/2023	\$ 413.80	District management	7440
Triunity Engineering & Management	100517-30	1/27/2023	1/27/2023	\$ 3,820.00	Site inspection	7802-45240
Utility Notification Center	223010409	1/31/2023	1/31/2023	\$ 32.25	Locates	7804-45240
Xcel Energy	812781317	1/19/2023	2/8/2023	\$ 263.11	Utilities	7701
Xcel Energy	812373541	1/17/2023	2/6/2023	\$ 57.94	Utilities	7701
				\$ 42,275.29		

Denargo Market Metropolitan District No. 1
February-23

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 42,275.29			\$ 42,275.29
Payroll		\$ -	\$ -	\$ -
Total Disbursements from Checking Acct	<u>\$ 42,275.29</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 42,275.29</u>

DENARGO MARKET METROPOLITAN DISTRICT NO. 1

FINANCIAL STATEMENTS

DECEMBER 31, 2022

DENARGO MARKET METROPOLITAN DISTRICT NO. 1
BALANCE SHEET - GOVERNMENTAL FUNDS
DECEMBER 31, 2022

	General	Capital Projects	Total
ASSETS			
Cash - Checking	\$ 17,469	\$ -	\$ 17,469
Colotrust	121,087	104,128	225,215
Due from District No. 2	4,046	-	4,046
Prepaid expense	14,577	-	14,577
TOTAL ASSETS	<u>\$ 157,179</u>	<u>\$ 104,128</u>	<u>\$ 261,307</u>
LIABILITIES AND FUND BALANCES			
CURRENT LIABILITIES			
Accounts payable	\$ 49,617	\$ 2,475	\$ 52,092
Payroll taxes payable	398	-	398
Total Liabilities	<u>50,015</u>	<u>2,475</u>	<u>52,490</u>
FUND BALANCES			
Total Fund Balances	<u>107,164</u>	<u>101,653</u>	<u>208,817</u>
TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 157,179</u>	<u>\$ 104,128</u>	<u>\$ 261,307</u>

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

DENARGO MARKET METROPOLITAN DISTRICT NO. 1
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2022

GENERAL FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Interest income	\$ 1,000	\$ 3,272	\$ 2,272
Other revenue	-	462	462
Permit fees	5,000	24,839	19,839
Transfer from District No. 2	328,738	331,323	2,585
TOTAL REVENUES	<u>334,738</u>	<u>359,896</u>	<u>25,158</u>
EXPENDITURES			
Accounting	35,000	35,038	(38)
Auditing	9,000	8,500	500
City of Denver annual fee	6,000	6,000	-
Contingency	12,400	-	12,400
Detention Pond Cleanup	10,000	-	10,000
Directors' fees	2,500	2,600	(100)
District management	57,000	51,894	5,106
Dues and licenses	1,300	1,297	3
Election expense	2,300	2,348	(48)
Insurance and bonds	11,800	12,890	(1,090)
Landscape & irrigation repairs	35,000	2,965	32,035
Landscape & options	55,000	19,580	35,420
Legal services	35,000	45,072	(10,072)
Locates	3,500	9,950	(6,450)
Miscellaneous	2,500	37,007	(34,507)
Payroll taxes	200	199	1
Repairs and maintenance	25,000	2,295	22,705
Security	7,500	2,680	4,820
Sight lighting	5,000	1,192	3,808
Site inspection	24,000	59,472	(35,472)
Snow removal	25,000	76,107	(51,107)
Street sweeping	1,000	-	1,000
Streets and sidewalk	27,000	-	27,000
Utilities	15,000	4,260	10,740
TOTAL EXPENDITURES	<u>408,000</u>	<u>381,346</u>	<u>26,654</u>
NET CHANGE IN FUND BALANCES	(73,262)	(21,450)	51,812
FUND BALANCES - BEGINNING	<u>88,195</u>	<u>128,614</u>	<u>40,419</u>
FUND BALANCES - ENDING	<u>\$ 14,933</u>	<u>\$ 107,164</u>	<u>\$ 92,231</u>

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

SUPPLEMENTARY INFORMATION

DENARGO MARKET METROPOLITAN DISTRICT NO. 1
 SCHEDULE OF REVENUES, EXPENDITURES AND
 CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
 FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2022

CAPITAL PROJECTS FUND

	<u>Amended Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Impact Fees	\$ 134,400	\$ 134,400	\$ -
TOTAL REVENUES	<u>134,400</u>	<u>134,400</u>	<u>-</u>
EXPENDITURES			
Contingency	38,500	-	38,500
Engineering	1,500	674	826
Legal services	20,000	17,073	2,927
Miscellaneous	15,000	15,000	-
TOTAL EXPENDITURES	<u>75,000</u>	<u>32,747</u>	<u>42,253</u>
NET CHANGE IN FUND BALANCES	59,400	101,653	42,253
FUND BALANCES - BEGINNING	<u>-</u>	<u>-</u>	<u>-</u>
FUND BALANCES - ENDING	<u>\$ 59,400</u>	<u>\$ 101,653</u>	<u>\$ 42,253</u>

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

DENARGO MARKET METROPOLITAN DISTRICT NO. 1
Schedule of Cash Position
December 31, 2022
Updated as of February 22, 2023

	<u>General Fund</u>	<u>Capital Projects Fund</u>	<u>Total</u>
<u>First Bank - Checking Account</u>			
Balance as of 12/31/22	\$ 17,468.99	\$ -	\$ 17,468.99
Subsequent activities:			
01/04/23 Denver Water	(24.20)	-	(24.20)
01/04/23 Denver Water	(24.20)	-	(24.20)
01/05/23 Xcel	(52.90)	-	(52.90)
01/10/23 Xcel	(188.29)	-	(188.29)
01/25/23 Transfer from ColoTrust	33,195.00	1,805.00	35,000.00
01/27/23 Bill.com Payables	(32,662.45)	(1,805.00)	(34,467.45)
01/30/23 944 federal tax payment (SDMS)	(382.50)	-	(382.50)
02/03/23 Denver Water	(25.70)	-	(25.70)
02/03/23 Denver Water	(25.70)	-	(25.70)
02/07/23 Xcel	(57.94)	-	(57.94)
02/09/23 Xcel	(263.11)	-	(263.11)
02/16/23 Transfer from ColoTrust	42,000.00	-	42,000.00
<i>Anticipated activities:</i>			
<i>Anticipated Bill.com Payables</i>	<i>(41,902.84)</i>	<i>-</i>	<i>(41,902.84)</i>
<i>Anticipated Balance</i>	<u>17,054.16</u>	<u>-</u>	<u>17,054.16</u>
<u>ColoTrust</u>			
Balance as of 12/31/22	121,087.31	104,128.04	225,215.35
Subsequent activities:			
01/25/23 Transfer to First Bank	(33,195.00)	(1,805.00)	(35,000.00)
01/31/23 Interest Income	842.48	-	842.48
02/16/23 Transfer to First Bank	(42,000.00)	-	(42,000.00)
<i>Anticipated activities:</i>			
<i>Anticipated Transfer from Denargo No. 2</i>	<i>4,060.63</i>	<i>-</i>	<i>4,060.63</i>
<i>Anticipated Balance</i>	<u>50,795.42</u>	<u>102,323.04</u>	<u>153,118.46</u>
<i>Total Anticipated Balance</i>	<u>\$ 67,849.58</u>	<u>\$ 102,323.04</u>	<u>\$ 170,172.62</u>

Yield information:

ColoTrust - 4.5569% (01/31/23)

Denargo Market District Parking Enforcement

Villalobos Towing LLC.
dba Private Park Kings

Parking Violations

- Unauthorized Parking
- Improperly Parked Vehicles
- Vehicles Blocking Entrances/Driveways
- Fire/Emergency Access
- Blocking Utilities/Waste Collection

Complaints

- Unauthorized Vehicles
- Abandoned Vehicles
- Dismantled/Inoperable Vehicles
- No Parking Area

Contract

Private Property Tow Authorization

This is an agreement between Villalobos Towing LLC, dba Private Park Kings (agent)
5161 York Street
Denver, CO 80216
(720) 299-3456
villalobostowingllc@gmail.com
P.U.C. #T-04661

and _____ (Property Owner)
of _____ (Address/es)
_____ (Telephone)
_____ (Email)

Tows will originate from above listed properties. Rosalio Villalobos and Mariano Villalobos are authorized to sign the tow authorization. The address and phone number where vehicle owner may retrieve vehicle are listed above. This contract begins / / 2023 and will terminate / / .

The maximum rates for a non-consensual tow from private property, and the maximum drop charge if the vehicle is retrieved before removal from the private property, are set by rule of the Public Utilities Commission.

Rosalio Villalobos – Owner of Villalobos Towing LLC.
5161 York St
Denver, CO 80216
(720) 299-3456
Signature: _____ Date Signed: _____

Name: _____
Title: _____
Phone Number: _____
Signature: _____ on behalf of the property owner.
Date Signed: _____

- Contract is required to be completed before any tow requests
- Contract required to enforce towing at all times
- Long term and short term contracts available
- Owners/Authorized Operators of the vehicle are responsible for any incurred towing and storage fees

Parking Signs & Tow Invoice

Here is a look at the parking signs and the tow invoice:

- Parking signs will need to be placed at all entrances to the property
- Tow invoices will be completed by the driver that is conducting the tow



Tow Record / Invoice # _____

Villalobos Towing LLC.
Private Park Kings

5183 5th Street Description Of Damages

DENVER, CO 80218 A - Scratch & Dent C - Bore
720-299-3456 D - Glass & Window F - Broken
P.O. # 1-0883 G - Lock H - Pinch I - Creak
J - Tripover K - Rubbed L - Bent

Bill To:
(Name)
(Address)
(City, State Zip Code)
(Phone Number)
(E-mail Address)

Tow Origin Address	Reason for Tow	Towing Facility Address
Year	Color	5183 5th Street Denver, CO 80218
Make	Truck # - Capacity Of Vehicle If Unlocked	
Model	Make Engagement	
VIN	PSI Engine Number	
Plate #	Tag	Date & Time Towed
Color	Date & Time on the Street	Date & Time Out of Storage

Quantity	Service Charge Description	Unit Price	Total
	Tow Fee	\$111.11	\$111.11
	Mileage Fee	\$4.00/mile	\$
	Storage Fee	\$40.00/day	\$
	Notification Fee	\$	\$
	After Hours Fee	\$99.24	\$
	Administration	\$	\$
		\$	\$

Name Released to: Subtotal: \$

License Released to: Tax: \$

Phone # Released to: Total Due: \$

Payment Method: CASH CHECK MASTERCARD VISA AMEX DISCOVER

I, I am the owner/manager of "Tow Origin Address", above and accept full responsibility of organizing the tow. All vehicles towed will be at the owner's expense.

Property Owner/Manager Print: _____ Sign: _____ Payment: _____

I, I am authorizing the tow (only that I am the legal owner of the above described vehicle and I am authorized to give permission of the vehicle and agree to pay all charges incurred)

Accepted By (Signature): _____ Date: _____

Print Signature (if different from Released to): _____

Accepted By (Signature): _____

Accepted By (Signature): _____

Compliance & Insurance

We have the authority to operate by the Public Utilities Commission and have Commercial Insurance required by the State of Colorado.

COLORADO PUBLIC UTILITIES COMMISSION PERMIT TO OPERATE AS A TOWING CARRIER

Vitalobos Towing LLC
dba Private Park Kings
8144 Conifer Road
Denver, CO 80221

PERMIT NO. T-04661

Under the provisions of Section 40-10-1-401(2)(III), C.R.S., the Colorado Public Utilities Commission has issued the above named carrier a permit to operate as a towing carrier within the State of Colorado. This permit is proof thereof and, as such a copy must be carried in each vehicle operated under Towing Carrier Permit No. T-04661.

This permit authorizes its holder to operate as a Towing carrier within the State of Colorado, as defined by 40-10-1-101(20), C.R.S.

Full compliance with the laws of the State of Colorado and with the Rules of this Commission is required to maintain the permit. Failure to comply with the laws of the State of Colorado or the Rules of the Commission will result in civil penalties or revocation.

This permit is valid from December 21, 2022 through December 21, 2023.

Dated at Denver, Colorado, December 20, 2022.



WITNESS MY HAND AND THE SEAL OF
THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF COLORADO

G. Harris Adams
G. HARRIS ADAMS
INTERIM DIRECTOR

4861 HIGH WAYS AGENCY
5161 YORK STREET
DENVER, CO 80221
1-303-574-5273

PROGRESSIVE
COMMERCIAL

Policy number: 06387864

Underwritten by:
Arthur and Tadmor Casualty Co
964C Number 1075B
Denver, CO 80202
Page 1 of 2

Certificate of Insurance

Certificate Holder

VITALOBOS TOWING LLC
8144 CONIFER RD
DENVER, CO 80221 0009

Insured
VITALOBOS TOWING LLC
PRIVATE PARK KINGS
8144 CONIFER RD
DENVER, CO 80221

Agent
WEE HIGH WAYS AGENCY
5161 YORK STREET
DENVER, CO 80219

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of those policies. Liability coverage may not apply to all scheduled vehicles.

Policy Effective Date: Dec 9, 2022 Policy Expiration Date: Dec 9, 2023

Insurance coverage/limits	limits
Bodily Injury/Property Damage	\$750,000 Combined Single Limit
Uninsured/Underinsured Motorist	\$100,000 Combined Single Limit
Gauguin/Reger's Legal Liability	\$100,000 net/\$500 Ded/Vehicle, \$2,500 Aggregate

Commercial General Liability coverage part

Description	limits
Limited General Liability - Towing Services	\$500,000/\$500,000
Liach Occurrence	\$500,000
General Aggregate	\$600,000
Products/Completed Operations Aggregate	\$600,000
Personal and Advertising injury	\$100,000any one person or organization
Damage to Premises Rented to You	\$100,000any one premises
Medical Expenses	\$5,000any one person

Description of Location/Vehicles/Special Items

Scheduled autos only	Year	Make	Model	Year	Seated Amount
2027 HW0 216 SPVPCND00912350490					\$25,000
Medical Payments		\$5,000			

ACORD **CERTIFICATE OF LIABILITY INSURANCE** 0478 (06/02/2011) 1/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURED(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cable Insure 7501 E. Lowry Blvd Denver, CO 80230	AGENCY Agency Agent Agent Agent	FAA # FAA # FAA #	NAME & ADDRESS Vitalobos Towing LLC DBA Private Park Kings 8144 Conifer Road Denver, Colorado 80221
INSURED Vitalobos Towing LLC DBA Private Park Kings 8144 Conifer Road Denver, Colorado 80221			INSURER'S AFFIDAVIT OF COVERAGE NAME & ADDRESS Cable Insure 7501 E. Lowry Blvd Denver, CO 80230

COVERAGES CERTIFICATE NUMBER REVISION NUMBER

COV	TYPE OF PREMIUM	RATE	INSURER'S POLICY NUMBER	INSURER'S PRODUCTIVITY	INSURER'S PRODUCTIVITY	LIMITS
COM	COMMERCIAL GENERAL LIABILITY					
	CLAIMS MADE OCCUR					BODILY INJURY/PROPERTY DAMAGE \$
						PERSONAL AND ADVERTISING INJURY \$
						MED. EXP. (per one person) \$
						PERSONAL AND ADVERTISING INJURY \$
						GENERAL AGGREGATE \$
						PRODUCTS / COMPLETED OPERATIONS \$
						UNINSURED/UNDERINSURED MOTORIST \$
						BODILY INJURY (per person) \$
						BODILY INJURY (per accident) \$
						PROPERTY DAMAGE \$
						NEW ACQUISITION \$

DESCRIPTION OF OPERATIONS, LOCATIONS / VEHICLES (ADDENDUM): Additional (Domestic) Schedule may be attached if not space is required.

Amount otherwise stated in the 20111 provisions, coverage is Different only.
Excludes from coverage: Persons, Vehicles.

CERTIFICATE HOLDER Vitalobos Towing LLC 8144 Conifer Road Denver, CO 80221	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Cable Insure
--	--

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Thank You For Viewing. We hope to satisfy your towing needs. -Villalobos Towing LLC. dba Private Park Kings








Activity Log Report

399: Denargo Market Metropolitan District No.
 1

12/15/2022 09:00 - 12/16/2022 09:00


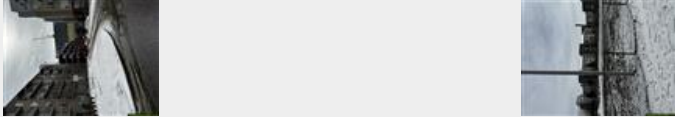

Date and Name	Activity
12/15/2022 12:15 1C24	GPS Hit (39.7618735, -104.9894556) 0.2 mi.
12/15/2022 12:18 1c24	<p>Patrol Inspection: I arrived on property at 1216. I conducted a vehicle patrol throughout the streets. There was no hazards to report around the building under construction. I foot patrolled around the southeast corner and around the dog park. I did observe some loitering and possible indicators of transient activity in that area. The site is secure at this time.</p> <div style="display: flex; justify-content: space-around;">    </div>
12/15/2022 12:25 1C24	GPS Hit (39.7628055, -104.9885049) 0.3 mi.



Activity Log Report

399: Denargo Market Metropolitan District No. 1

02/23/2023 09:00 - 02/24/2023 09:00




Date and Name	Activity
02/23/2023 11:52 1T27	<p>GPS Hit (39.7616893289881, -104.990881341115) 0.1 mi.</p> 
02/23/2023 12:12 1t27	<p>Day Patrol Inspection: Arrived on site and conducted a patrol of the property. I checked the dog park and there was nobody utilizing it at this time. I did not come across any transient transient encampment around the property. All garage doors were closed with no sides of tampering. Nothing further to report.</p> 
02/23/2023 12:12 1T27	<p>GPS Hit (39.7633773925792, -104.988519832075) 0.3 mi.</p> 



Activity Log Report

399: Denargo Market Metropolitan District No. 1

03/04/2023 09:00 - 03/05/2023 09:00

Date and Name	Activity
03/04/2023 18:17 1T27	<p>GPS Hit (39.7618581616506, -104.990602970974) 0.1 mi.</p> 
03/04/2023 18:26 1T27	<p>GPS Hit (39.7627625850593, -104.988480510473) 0.3 mi.</p> 
03/04/2023 18:27 1t27 Level 1	<p>Transient Contact: Upon arrival, I found the same encampment in the same spot. I made contact with them and reminded them that they need to be off the property by the end of tomorrow. They said they understood. At this time I did not come across any other signs of transient activity. There's a few people utilizing the dog park with no issues. Nothing further to report.</p> 

DENARGO MARKET OPERATIONS & MAINTENANCE REPORT

DENVER, COLORADO

Prepared For:

Golub

2724 Walnut Street, Denver, CO 80205

www.golubandcompany.com

Prepared By:

ETM Associates, L.L.C.

1202 Raritan Avenue

Highland Park, NJ 08904

February 2023

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1.0. INTRODUCTION

1.1 OVERVIEW

The purpose of this document is to provide an estimate of annual expenses for maintenance and operations for the Phase 1 Denargo Market.

ETM Associates (ETM) worked closely with the client group and design team to evaluate current operations and organizational capacity, programmatic aspirations, and the detailed project design. The analysis in this document is based on the Denargo Market construction documentation package dated October 14, 2022 as provided by Sasaki with understanding of materials and quantities based on design presentations, drawing set submission, and quantity takeoffs derived from AutoCAD files.

The document carefully considers all facets of the proposed design and the maintenance tasks, hours, personnel, materials, and supplies necessary to maintain the site. In developing the budget estimate, ETM accounted for standard maintenance practices (mowing, tree care, etc.) as well as site specific requirements and Denver's environment. Budgetary considerations have also been developed for regular programming and events as well as public safety to support the Market's operations. This report provides a detailed assessment of operations and maintenance costs that reflect the current level of proposed design and the assumed operating model.

1.2 CURRENT CONDITIONS AND EXISTING SITE

The Denargo Market Metropolitan District No. 1 (the “District”) is part of the larger Denver Connection West Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado. The District is responsible for providing public improvements and the operation and maintenance of the properties within its purview. There are three existing residential apartment buildings within the District. The District’s responsibilities are limited to streets, sidewalks, a small public space, and the drainage/detention pond as shown in the Figure below. Currently, the District has limited staffing resources dedicated to the daily operations, with much of its services provided through contracted services or by other partnered organizations.



Figure 1. Existing Maintenance Areas

1.3 EXISTING SITE MANAGEMENT

The current entities involved in daily operations and maintenance include the:

- Special District Management Services, Inc.(SDMS)
- Denargo Market Metropolitan District Board of Directors (Board)
- Contracted Maintenance Services
- Denargo Market Property Owner’s Association, Inc. (POA)

SDMS

SDMS is the manager of the Denargo Market District who is responsible for the day-to-day administrative and management duties for the District. SDMS manages all of the annual service contracts for denargo market (landscape maintenance, snow removal, etc.). Denargo Market is one of many districts throughout Colorado that SDMS is responsible for overseeing.

Board

The Board of Directors are responsible for overseeing Denargo Market development and operations. The Board is made up of five (5) elected members. Three (3) of the five (5) members are from the development team, including two (2) from Golub & Company, and one (1) from FORMATIV.

Contracted Maintenance Services

The District holds a one-year renewable contract with Brightview Landscape Services for landscape services and snow removal services. The landscape services focus on the maintenance of the “softscapes” or planted areas within the property, including turf areas, planting areas, tree and shrub plantings, and the associated irrigation system. Additionally, Brightview is responsible for a weekly grounds upkeep, picking up litter and emptying of trash receptacles. The 2022 annual service agreement Brightview base services totaled \$12,780. Brightview provides all equipment, tool, and supplies necessary to complete the tasks. Additionally, Brightview is also responsible for the snow removal services, these services are billed hourly based on the number of snow event in the City. Other specific trades work contracts are also used as needed for specialized services outside of Brightview’s operating capabilities. SDMS regularly contracts with other specialized contractors on an as needed basis.

POA

The Denargo Market Property Owner’s Association, Inc. (POA) is a non-profit organization formed to support future management of Denargo market upon construction completion. Members of the development team are the current directors and the POA is in good standing with the Colorado Secretary of State (CSOS). Currently, the Board/District is not engaged with the property owners. Each of these properties are included in the POA, yet the properties have not been charged assessments, and there is no POA staff, nor are meetings held. The POA is intended to become active once programming commences, with more engagement with other entities such as the District. The POA would likely assume roles of managing and overseeing the programming and the District overseeing the maintenance and repairs. The POA is anticipated to be operated by a management company.

Security and Programming

Currently, security is contracted to provide a daily perimeter vehicle drive inspection of the site. Several homeless camps are along the 29th Street and Arkins Court. While the District can enforce unauthorized camping along the riverbank, they cannot enforce in the public right-of-way, which is where the camps are located. The Board has developed a working relationship with both the Denver Police Department and the Mayor’s Office to provide coordination if any issues arise. It is envisioned that homeless encampments will disperse once program associated with Denargo Market development begins.

The current Denargo Market public space programming is limited to a small plaza space along Wewatta Way and 28th Street.

1.4 PROJECT SCOPE AND DESIGN

The proposed design for the Phase 1 Denargo Market project will be a notable change for the management team with the addition of several acres of space with high performance landscape areas and a host of site features. Maintenance, site security, and programming needs will increase with this expanded landscape.



Figure 2. Proposed Site Design and New Maintenance Area - Phase 1

2.0 MAINTENANCE ANALYSIS

2.1 MAINTENANCE FRAMEWORK

GOAL OF MAINTENANCE

The goal of maintenance is to provide a high quality of service to ensure that the site is clean, attractive, and usable for visitors, while also maintaining any special function or features of the site. To achieve the highest levels of service for maintenance, a number of principles should guide maintenance work: classifying maintenance standards (the levels of service); having an effective management and maintenance process; and ensuring that those performing maintenance and repair have the needed skills and equipment to complete the work.

Although most organizations operate on the basis of a fiscal or calendar year broken down into four equal quarters, this structure is not as meaningful for maintenance work. Experience has shown that organization of maintenance around the seasons is the most effective approach, quite simply because some of the most important factors shaping the pattern of work are tied to seasons and weather conditions, such as plant maintenance or snow removal. These factors include level of use, growing conditions, and weather.

Maintenance work should be performed when most appropriate. For example, low impact maintenance tasks, such as litter removal, may take place throughout the day. When possible, disruptive maintenance tasks, such as power washing, should be performed during early morning or off-hours when there are fewer visitors. Similarly, maintenance work that will affect the use of or limit access to site features, such as lawn renovation or pavement replacement, should be announced prior to scheduled work whenever possible. Notification may be done through postings on bulletin boards, social media, or temporary signage.

METHODOLOGY

The first critical step in defining a maintenance plan is to create a framework tailored specifically to the project design and intent. For the purposes of this report ETM has defined several landscape categories, each with a sub-set of landscape types, such as paving areas and planting beds that are used as the basis for estimating annual maintenance costs.

Annual maintenance tasks were developed for each landscape type along with an estimated number of hours needed for maintenance of one (1) unit of each landscape type. The hours per unit were then multiplied by the total number of units of each landscape type. This enabled ETM to determine an estimated total number of hours needed for annual maintenance of the project areas. The hours were then used as the basis for determining annual personnel costs.

2.2 LANDSCAPE CATEGORIES AND TYPES

The Denargo Market project will consist of a classification of 7 landscape categories including:

- Paved Areas (P)
- Planting (PL)
- Furnishing & Site Amenities (F)
- Play Areas (PA)
- Water Features (W)
- Infrastructure (I)
- Structures (S)

Each of the seven landscape categories are then subdivided into landscape types which account for all project components and simplify the project into clearly defined maintenance grouping, each with specific maintenance tasks, frequencies, and standards. A summary table of the individual landscape types is provided in the following page.

Denargo Market - Landscape Categories and Types	
<p>Paved Areas</p> <p>P1 - Asphalt & Concrete Paving P2 - Concrete and Granite Pavers P3 - Wood Decking P3 - Dog Park Paving P5 - Curbing and Planter Rail</p>	<p>Furnishing & Site Amenities</p> <p>F1 - Furnishing F2 - Trash & Recycling F3 - Railing, Fencing & Guardrails F4 - Concrete Walls and Seatwalls F5 - Signage and Wayfinding</p>
<p>Planting</p> <p>PL1 - Trees PL2 - Shrubs PL3 - Performance Perennial Planting Areas PL4 - Perennial Planting Areas PL5 - Native Seeded Areas PL6 - Lawn Areas PL7 - No-Mow Lawn Areas</p>	<p>Play Areas</p> <p>PA1 - Sand Play Area PA2 - Rubber Surface Play Area PA3 - Children's Play Features PA4 - Dog Park Play Equipment PA5 - Sports Equipment</p>
<p>Structures</p> <p>S1 - Rhino Structure S2 - Maintenance/Operations Facility S3 - Shade Structure</p>	<p>Infrastructure</p> <p>I1 - Irrigation I2 - Site Drainage I3 - Storm Filter Vaults I4 - Pole Lighting I5 - Pedestrian Lighting</p>
<p>Water Features</p> <p>W1 - Stepped Fountain: Recirculating Pool W2 - Splash Pad: Recirculating Spray Jets</p>	

Figure 3. Landscape Types and Categories

DEFINING MAINTENANCE WORK

Despite the complexity of measuring maintenance work, the process is essential. A good classification system lends itself to the application of standards, as it supports management decision-making (e.g. deploying personnel and equipment), and is based on an understanding and nature of the maintenance work. Three critical variables condition maintenance work:

- The nature of the task
- The skill levels of those performing the task
- The physical setting

For example, cleaning a paved surface is different from maintaining street tree plantings, both in type of equipment required and in the time it takes to perform the work, as well as the skill of staff performing the work.

The estimated hours for maintenance account for variation in frequency of tasks over the course of the growing season as well as use of the site. Some tasks, such as mowing, occur on a well-defined schedule that is associated with the growing season, while other tasks, such as litter removal are on-going and can be impacted by use of the site.

The estimated task hours were determined by using standard maintenance practices and time standards. Hours were determined and used to project staffing requirements and associated costs. This process was repeated for all maintenance tasks. Travel time has been considered in the setting of time standards and task frequencies.

STANDARDS OF CARE

The standards of care for maintenance of any public space directly affect maintenance budgets and influence perceptions of safety and use. For example, a maintenance plan in which all tasks are carried out at or above recommended best maintenance practices may create a pristine landscape but may ultimately prove to be financially unsustainable. Alternatively, a maintenance plan in which tasks and repairs are carried out at minimal levels may reduce annual budgets but will likely result in high capital costs required for replacement or repairs that could have been prevented with regular care. Low standards of care can also create the perception of an unsafe environment for users.

Intensity of use and standards of care are intimately linked. In general, the greater number of visitors a site receives, the greater the maintenance load. Similarly, areas with intensive use and higher concentrations of visitors, such as the playground and lawn area, typically require greater maintenance. Directly related to this is the fact that the level of maintenance impacts use: a well-maintained public space attracts visitors, whereas a poorly maintained site discourages positive visitorship and often invites misuse and vandalism.

Given this relationship between maintenance and use, it is important to develop a maintenance plan that balances fiscal considerations with maintenance needs in order to provide a sustainable, high-quality visitor experience. The standards of care used in the maintenance estimates in this memo take these factors, the climate, seasonal events, and anticipated usage of the site into consideration. Maintenance standards have been set relatively high for this analysis.

STANDARDS OF CARE

The standard of care summaries in this section define the general tasks and frequencies for all landscape types and provides standard for general care, functionality and appearance.

The table below shows a sample task hour standard for the Asphalt and Concrete Paving (P1) landscape type which defines the various required maintenance tasks, their frequencies, and the total number of hours required to perform each task for a typical unit of paving (in this case 10,000 SF).

TASK	QTY	UNIT	UNIT (min)	ONCE (min)	ONCE (hours)	ANNUAL FREQ.	TOTAL HOURS	COMMENTS
Paved Areas - HOURS/Unit								
P1 - Asphalt & Concrete Paving							46	Annual hours/10,000 SF
Clean paved surface	2	msf	5	10	0	52	9	20% of area ; with backpack blower
Surface Washing & Scrubbing	5	msf	5	25	0	12	5	50% of area; clean stained/dirty areas with street cleaner, powerwashers, and scrubbers: 1x/month
Paving repair		allow					6	Localized Repairs- repair pavement marking, cracks, spalling, settling, etc.
Graffiti removal		allow					5	Includes both gum and graffiti removal
Inspect and Remove litter	0.5	msf	3	2	0	208	5	5% of area; 4x per week
Snow and ice management	10	msf	8	80	1	12	16	100% of an area - Includes snow removal, sand/sno-melt spreading, etc. with vehicle and hand equipment

Figure 4. Task Hour Methodology Sample Table

The estimated total annual hours required to maintain one unit (10,000 SF) of Asphalt and Concrete Paving is estimated to be 46 hours as shown in the above table. Task hour tables have been created for each landscape type and are summarized in the following section. Detailed task hour tables for each landscape type are provided in Appendix B along with a guide that outlines the methodology used to determine the task hour standards.

Paved Areas

Several types of paved surfaces will be located throughout the project area, cast in place concrete (multiple types), asphalt paving, wood decking, concrete and granite pavers, and dog park aggregate paving. Although often unnoticed by the average visitor, paving is a key element in urban landscapes.

Maintenance of all paved areas will include frequent litter removal and regular cleaning with backpack blowers to provide a safe, clean, well-managed landscape. Any graffiti or vandalism is to be removed within 48 hours. All paved areas (other than loose aggregate paving) shall be cleaned with a power washer, firm bristle brush, and wet vacuum or a pavement scrubber. Paving inspections should be conducted during regularly scheduled cleanings/litter removals and any issues such as cracking, spalling, uneven settling, loose pavers/boards, or weed growth should be noted and addressed with repairs as needed. Additionally, snow and ice removal/management will be required during the winter season as needed in order to maintain safe pedestrian access.



Estimated average annual time required to maintain:

10,000 SF of Asphalt & Concrete Paving (P1)	46 hours
1,000 SF Concrete and Granite Pavers (P2)	20 hours
1,000 SF of Wood Decking (P3)	24 hours
1,000 SF Dog Park Paving(P4)	10 hours
500 LF of Curbing & Planter Rail (P5)	3 hours

Planting

The designs call for a broad array of mixed perennial planting beds, bioretention basins, groundcovers, tree and shrub plantings, lawn areas, and seeded grass/perennial landscape. Lawn areas will likely experience heavy use, and the plantings along roadway medians and sidewalks will endure significant abuse from road traffic, pedestrian traffic, and wet winter weather. Although carefully selected to withstand the harsh environment, plantings will have to endure harsh summer sun and long snowy winters. Plantings are particularly important for visitor perception of a clean and safe public space, which is often attributed to the appearance of well-managed planting areas.



All plantings within Denargo Market must be maintained at a high standard of care. Tasks such as fertilizing, pruning/trimming and irrigating should be done on a regular schedule that adjusts for changes in weather, seasonality, and growing season. Groundcovers, trees/shrubs and perennial plantings should be kept free of disease, pests and dead or dying branches. All dead or dying plants should be removed and replaced promptly. All groundcover beds, bioretention cells, and perennial beds must be mulched and kept free of weeds and litter.

Bioretention cell plantings must be frequently inspected to ensure proper drainage, soil quality, and sediment levels. Mulch must be removed/replaced annually to maintain proper drainage and sediment capture. Plantings must be well-maintained and demonstrate vigorous plant growth in order to function optimally.

Vine plantings shall be trimmed or cut back as needed at least twice annually to maintain a manageable size. This is particularly important in the case of the chocolate vine, a vigorously growing plant.

The slope near the river edge area is planted with a blend of perennials and grasses which will require a different approach to landscape care than perennial or groundcover beds. Regular selective weeding and overseeding will be needed to maintain a thriving landscape. Monthly ornamental plant care should be performed including trimming, weeding and plant replacement. Wind blown litter and debris should be removed as needed from all planting areas.

The lawn areas will require frequent, dedicated care in order to maintain a healthy stand of turf during the active growing and use season. A regular mowing schedule should be maintained with regular seasonal applications of fertilizer and pre-emergent weed preventer. In the case of heavy use, some lawn areas may need to be temporarily closed for overseeding, top dressing or major renovation.

Estimated average annual time required to maintain:

- | | |
|---|----------|
| • 20 Trees (PL1) | 12 hours |
| • 20 Shrubs (PL2) | 5 hours |
| • 1,000 SF of Performance Perennial Planting Areas (PL 3) | 22 hours |
| • 1,000 SF of Perennial Planting Areas (PL4) | 15 hours |
| • 10,000 SF of Native Seeded Areas (PL5) | 19 hours |
| • 1,000 SF of Lawn (PL6) | 18 hours |
| • 1,000 SF of No-Mow Lawn (PL7) | 14 hours |

Furnishing and Site Amenities

Numerous furnishings and site amenities have been specified for the Denargo Market which will need to be rigorously maintained to keep up with use and abuse common to such a popular destination. All amenities should be kept clean, safe and functional. Regular cleaning and inspection should be conducted on all furnishing components, and any damage or graffiti should be reported and scheduled for repair or removal immediately.



Site furnishings include standard wood and aluminum benches and chairs, Custom wood seating features, bike racks, bollards, signage elements, and other custom furnishings including a custom fire ring. Significant quantities of untreated mild steel railings will be used throughout the project in addition to stainless steel handrails, and powder coated fencing. Concrete walls custom concrete seatwalls are also used extensively throughout the Market.

All of these features will require regular cleaning and maintenance over time as damage occurs from vandalism, graffiti, accidents and general use. Graffiti and repairs will need to be addressed quickly when discovered.

Trash and recycling collection will be a major component of daily tasks. Trash and recycling receptacles must be emptied on a regular schedule depending on usage which can vary depending upon location, season, weather and event schedules. A peak, shoulder, and off-season schedule has been specified for this project which accounts for periods of high and low visitation.

Estimated average annual time required to maintain:

- | | |
|---|----------|
| • Ten Furnishing Items (F1) | 19 hours |
| • One Trash/Recycling Station (F2) | 55 hours |
| • 50 LF of Railing, Fencing & Guardrails (F3) | 6 hours |
| • 100 LF of Concrete Walls and Seatwalls (F4) | 9 hours |
| • 10 Signage and Wayfinding (F5) | 25 hours |

Play Areas

Play areas will receive a great deal of use from Denargo Market visitors and must be frequently inspected and maintained at a high level of care to provide a safe, clean play environment. Several children's play features include custom play tunnel, rebar play nest structure, natural play elements, and an overhang net structure. The bouldering wall at the Rhino structure is also included in this category. All play equipment must be kept clean, functional and in good repair at all times. Playgrounds must be inspected by a Certified Playground Inspector as per state law. Safety surfacing must be kept free of litter and cleaned of any spills or accidents that may occur throughout the day. Additionally, safety surfacing may wear out prematurely in areas of high use and will need to be repaired or replaced as needed. The sand play area will require frequent surface leveling, litter removal and cleaning due to frequent use. An annual replacement of all sand within play areas is recommended during the off-season.



Estimated average annual time required to maintain:

- | | |
|--|----------|
| • 100 SF of Sand Play Area (PA1) | 18 hours |
| • 1,000 SF of Rubber Surface Play Area (PA2) | 21 hours |
| • Children's Play Features (PA3) | 62 hours |
| • Dog Park Play Equipment (PA4) | 8 hours |
| • Sports Equipment (PA5) | 9 hours |

Water Features

Two water features will be included in the spine area near the lawn. The feature closest to the lawn area is a large spray pad area with multiple fountain jets and a perimeter seat wall. The second water feature is a recirculating stepped fountain runnel type feature set within the spine plaza and planting areas.

Water feature maintenance will require frequent cleaning, adjustment, and repair. All surfaces should be cleaned and scrubbed regularly to prevent any biological growth build-up. Daily inspections must be conducted during the operating season to check water quality and adjust chemical levels and filtration components. Strainers and grates must be cleaned weekly and filters must be backwashed. Any issues that prevent proper function must be evaluated immediately and repaired or temporarily closed until a necessary part is delivered. Winterization and spring start up will be required and should be conducted with the seasonal changes.



Estimated average annual time required to maintain:

- | | |
|---|----------|
| • Stepped Fountain: Recirculating Pool (W1) | 53 hours |
| • Splash Pad: Recirculating Spray Jets (W2) | 70 hours |

Infrastructure

The Infrastructure category includes functional project elements such as irrigation, drainage infrastructure, as well as pedestrian lighting. These components are vital to maintaining a safe, healthy landscape and must be regularly inspected and maintained. Maintaining infrastructure will be an important task at Denargo Market. Components such as lighting, drainage and irrigation must be well maintained to keep visitors and the landscape safe and healthy. All systems should be monitored regularly to ensure proper function, and any issues or failures must be identified and addressed quickly.

Irrigation is critical for maintenance of the extensive plantings throughout the Market. Improperly functioning irrigations systems often result in the loss of plant material. Regular inspections should be performed to ensure adequate coverage and function of all above ground sprinklers/rotors and any underground bubble or drip irrigation through visual checks. Pop up rotors fail regularly and should be quickly replaced to avoid the need for hand watering which can be very time consuming. Seasonal shutdowns of the irrigation system are crucial to preserve the system through the winter months and annual shutdowns and startups will be part of annual maintenance needs.

Area and surface drains can easily clog with wind blown litter or fallen leaves, and all drainage infrastructure along pedestrian paved areas and planting beds must be monitored and kept free of any surface or sub-grade blockages at all times. Any repairs must be made immediately to prevent potential stormwater backups.

The project includes a number of green stormwater components called Storm Filter vaults. These special sub-surface stormwater drainage components should be regularly monitored to ensure debris and silt build-up is not excessive and has not clogged any outfall drains. Storm Filter vaults will require more care than a traditional non-filtered stormwater system as the filters can clog if siltation accumulates on the tank bottom or the outer filter surfaces. Storm Filter vaults should be inspected monthly and cleared every three months or after heavy rain events. Filter cartridges should be checked for proper function and may need to be changed yearly depending on frequency of storm events and maintenance standards of road surface cleaning. Appropriate disposal of dirty filters will need to be sourced and filters will need to be properly discarded according to local rules and regulations.

Lighting elements will need to be kept clean and functional with repairs and spent lighting components such as LEDs, drivers, and lumen boards replaced promptly as needed. Site furnishing mounted "tape" lighting is particularly susceptible to frequent damage and may need to be frequently repaired or replaced.

Estimated average annual time required to maintain:

- 1,000 SF of Irrigated Landscape (I1) 14 hours
- 10,000 SF of Drainage Area (I2) 2 hours
- One Storm Filter Vault (I3) 15 hours
- 10 Pole Light Luminaires (I4) 4 hours
- 10 Pedestrian Lighting Fixtures (I5) 3 hours

Structures

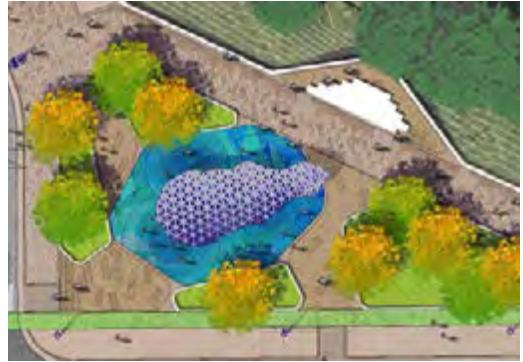
This category includes several freestanding structures and a potential facility within an adjacent building that will need to be cleaned, maintained, and repaired. These structures include the Rhino structure, custom shade structures along the spine, and a proposed operations/maintenance space.

All freestanding structures including the shade structures and Rhino should be regularly cleaned and inspected for any damage or structural issues. Wildlife management may also be needed as if/when birds and insects attempt to nest in/on structures.

Any interior operations/maintenance space will also need to be regularly cleaned and maintained.

Estimated average annual time required to maintain:

- | | |
|--|----------|
| • Rhino Structure (S1) | 22 hours |
| • Maintenance/Operations Facility (S2) | 14 hours |
| • Shade Structures (S3) | 5 hours |



Landscape Type Task Hours Summary

The chart below provides a summary of all landscape types and their associated task hour standards for the entire phase 1 Denargo Market project. This analysis and total annual hourly maintenance estimate serves as the basis for annual maintenance staffing needs and associated annual budgeting. A total of 7,038 annual task hours are needed to maintain Denargo market, the equivalent of 4 full-time staff. See Appendix A for detailed task hours tables that further outline maintenance needs.

Landscape Type	Qty.	Unit	Hrs/Unit	Total Hrs. Per Year	Hours Performed by			
					W-1	W-2	W-3	
Paved Areas								
P1 - Asphalt & Concrete Paving	22.4	Ŷ SF	46	1,026	534	358	143	
P2 -Concrete and Granite Pavers	71.1	MSF	20	1,397	899	498	0	
P3 - Wood Decking	2.3	MSF	24	54	28	26	0	
P4 - Dog Park Paving	14.1	MSF	10	144	101	42	0	
P5 - Curbing & Planter Rail	25.5	500LF	3	76	51	0	25	
Total Paved Area Hours				2,698	1,614	924	168	
Planting								
PL1 - Trees	11.5	20 Trees	12	136	67	69	0	
PL2 - Shrubs	50.4	20 Shrubs	5	269	218	50	0	
PL3 - Performance Perennial Planting Areas	22.7	MSF	22	497	475	23	0	
PL4 - Perennial Planting Areas	11.6	MSF	15	176	165	12	0	
PL5 - Native Seeded Areas	5.5	Ŷ SF	19	101	74	27	0	
PL6 - Lawn Areas	18	MSF	18	315	279	36	0	
PL7 - No-Mow Lawn Areas	3	MSF	14	43	37	6	0	
Total Planting Hours				1,538	1,315	223	0	
Furnishing & Site Amenities								
F1 - Furnishing	22.2	10 Items	19	413	369	44	0	
F2 - Trash & Recycling Station	18.0	EA	55	996	996	0	0	
F3 - Railing, Fencing & Guardrails	48	50 LF	6	292	256	0	36	
F4 - Concrete Walls and Seatwalls	25.9	100 LF	9	241	164	0	78	
F5 - Signage and Wayfinding	5.4	10 Items	23	124	119	5	0	
Total Furn. & Site Amen. Hours				2,067	1,903	50	114	
Play Areas								
PA1 - Sand Play Area	1.4	CSF	18	25	25	0	0	
PA2 - Rubber Surface Play Area	5.4	MSF	21	111	75	36	0	
PA3 - Children's Play Features	1.0	LS	62	62	46	12	4	
PA4 - Dog Park Play Equipment	1.0	LS	10	10	6	4	0	
PA5 - Sports Equipment	1.0	LS	11	11	7	4	0	
Total Play Area Hours				219	159	56	4	
Water Features								
WF1 - Stepped Fountain	1.0	EA	53	53	21	10	22	
WF2 - Splash Pad	1.0	EA	70	70	26	11	33	
Total Water Feature Hours				123	47	22	55	
Infrastructure								
I1 - Irrigation	5.8	Ŷ SF	14	83	25	17	40	
I2 - Site Drainage	37	Ŷ SF	2	81	44	37	0	
I3 - Storm Filter Vaults	1.0	EA	15	15	0	15	0	
I4 - Pole Lighting	24.2	10 Items	4	97	0	48	48	
I5 - Pedestrian Lighting	13.0	10 Items	3	39	13	26	0	
Total Infrastructure Hours				314	82	143	89	
Structures/Building Spaces								
S1 - Rhino Structure	1	EA	22	22	4	10	8	
S2 -Maintenance/Operations Facility	1	EA	14	14	6	0	8	
S3 - Shade Structures	9	CSF	5	43	0	25	19	
Total Structure Hours				79	10	35	35	
Grand Total Maintenance Hours				7,038	5,130	1,453	464	

Figure 6. Task Hour Summary

2.3 MAINTENANCE FACILITY

All maintenance at Denargo Market is currently performed by outside contractors and no maintenance or operational support space is located on-site. Upon completion of the project, a dedicated maintenance and operations space may be needed to support daily operations. Whether maintenance and operations is performed by in-house staff or contracted services, some facility accommodations will be very beneficial in supporting daily delivery of services. Ultimately, facility needs will be determined by how much work is done in-house (staff, equipment, tools, etc.) and how much is done with contracted services, who typically supply their equipment as needed. For the purposes of this report, we are recommending an 800 square foot interior space. A small outdoor "yard space" would also be beneficial for operational storage needs associated with regular programming and event support.

It should also be considered where staff (whether in-house or contracted) can store belongings, take meals, and use the restroom in addition to storage of equipment, vehicles, materials and work space. Infrequently used equipment and materials can be stored at an off-site location if on-site space limitations cannot support all facilities.



Figure 7. Potential Operations and Maintenance Space



Figure 8. Outdoor Storage Examples

2.4 EQUIPMENT

Although exact maintenance delivery responsibilities have not been fully defined at the time this report submission, a contracted services delivery model will likely be employed using contracted service workforce and equipment. Although regular maintenance services will be delivered through contracted services, a small in-house work force will likely be employed to support daily operations and programming. With this in mind, a minimal set of tools, equipment, and vehicles should be provided on-site for the in-house maintenance and operations workforce to support efficient operations. The importance of the correct equipment for performing maintenance tasks cannot be overstated. Utility vehicles, accessibility equipment, hand tools, and supplies will be needed to facilitate effective maintenance. Identifying useful new equipment, ensuring that the optimal equipment mix is maintained, and developing an equipment replacement schedule are crucial elements of successful maintenance.

Sustainability and “quiet” operation are two major considerations in maintaining Denargo Market. Several equipment recommendations strive to accomplish both of these considerations through the use of current battery powered equipment. Battery technology has made great strides in recent years with solid battery powered options for almost all conventional landscape equipment and vehicles including utility vehicles, leaf blowers, hedge trimmers, as well as snow blowers. Small electric utility vehicles should be considered for operational effectiveness throughout Denargo Market. Small vehicles are more appropriate for Denargo Market rather than full-size vehicles for reasons of maneuverability, economy, and ease of maintenance; and they are more user-friendly. A full-size work truck is also recommended for dedicated on-site use and local travel.

Work bicycles could also be considered as environmentally conscious maintenance vehicles. Bicycles with baskets, and even tricycles with dump beds and storage boxes can be used to transport tools and bulk materials. Staff enjoy riding them and visitors enjoy seeing an inventive, sustainable approach to maintenance.



Electric utility cart with dump bed.



Crew cab work truck.



Electric backpack leaf blower



Tricycle with Dump Bed

A list of tools, equipment & vehicles has been provided below to provide an understanding of the equipment needed to support in-house maintenance and operations needs.

DENARGO MARKET IN-HOUSE EQUIPMENT RECOMMENDATIONS

Tools, Equipment & Vehicles	Use
Snow Blower: EGO 24" electric	Snow Blowing
Back pack blower: Ego Power + 600	Leaf/Grass/debris blowing from paving
Snow removal equipment Set	Shovels, salt spreaders
Telescoping tree pruner with saw (14')	Tree pruning
Assorted Landscape Hand Tool Set	Shovels, rakes, pruners, etc.
Assorted Hardscape Tools (Power and hand)	Trowels, chippers, mixers, etc.
Pressure washer: Heavy Duty 1500 PSI	Paving/exterior surface cleaning
Industrial wet vac (15 gallon capacity)	Water disposal for furnishing and paving cleaning
Extension chords	power supply
Cleaning/janitorial equipment Set	Restroom/exterior cleaning
Mid-size Pick-up Truck w/dump bed - battery powered	Material pick-up/transport
Plumbing & Electrical Tools/equipment SET	Lighting, irrigation, water feature, etc.
Carpentry Tool Set	Furnishing and boardwalk decking repair
Misc. tools/equipment Set	General repairs, painting, etc.
Ladders - Assorted (step and extension)	Cleaning, tree care, lighting, etc.
Work Tricycle	Staff transport/material transport
Water Hose (Commercial grade - 50' length) + nozzles	Irrigation/spot watering/washing
4WD Utility Vehicle (w dump bed): Battery Powered	Transport/material transport, trash hauling
Golf Cart - Battery Powered	Program and Security Staff Transportation

3.0. PROGRAMMING CONSIDERATIONS

3.1 PROGRAM ELEMENTS

The new hardscape plaza areas, large lawn, and amenities will draw visitors to the Market. The design includes a number of built programs that offer both passive and active recreation, with some flexible spaces that allow for events and activities of varying scales. These proposed built programs include:

- Community Garden
- Playground
- Water Features
- Sports Courts
- Dog Runs
- Art Installations
- Plazas

COMMUNITY GARDEN

The Community Garden is located at the northwestern corner of the site and is anticipated to be managed by the Denver Urban Gardens (DUG). DUG will be responsible for issuing and processing applications, providing programs and courses on urban farming, while its members will be responsible for maintaining their own plots and the common areas. It is also assumed that DUG and its members will be responsible for the capital replacement/improvement of the built structures within the Community Gardens that are used by the members. This may include the irrigation system, raised planting beds, and storage shed. While the District is not expected to provide any maintenance and services within the Community Gardens, some support and coordination may be needed, especially when the Community Gardens are hosting workshops and events.

PLAYGROUND AND WATER FEATURES

The playground and Water Features have a variety of play features that focus on imaginative play. The play equipment will feature custom features including a net climber, play tower, play nest, and natural agility play elements. The playgrounds may offer a space for some small programs catered towards children and families.

SPORTS COURTS

The sports courts are located at the southern end of the property. The courts are flexible and allow for pickleball, futsal, and basketball uses based on the configuration. These courts do not require reservations or permits and allow for flexible play throughout the day, with lighting that allow play into the evening and night. The sport courts are the only facility that encourage active recreation on site.

DOG RUNS

There are two dog runs on the northern end and southern end of the property. Both dog parks are gated and will accommodate dogs of all sizes. Both parks will be allowed to accommodate dogs of all sizes.

ART INSTALLATIONS

A large interactive art installation is a large custom rhino that has a built-in bouldering element for visitors to climb on and engage with. The site also includes custom shade structures along the spine and art screens at the sports courts.

PLAZAS

The open plazas are designed to allow flexible programming, such as Farmers Market, pop-up markets, holiday events, as well as small classes and programs.

3.2 RECOMMENDED PARK PROGRAMMING

With the new design, the District would like to provide the option to allow for such events and activities in the future. A robust year-round calendar of events and activities can encourage repeated visits and create an attractive and lively outdoor public space. It is well established that programmed events and activities can greatly enhance park usage and visitation. Some of these events may include but not limited to: Farmers Market, small musical performances, street fairs or festivals. The Farmers Market will be managed by Colorado Fresh Market, a fresh food event and local product curator with a 25-year history.

Other programs and their coordination will be explored in the future. Currently, the District and the POA are determining what programs are to be provided in the future. The property owners have not been engaged at this stage and they may be more involved in the future.

The purpose of programmed events and activities can typically fall into the following categories:

- Attract targeted audiences
- Draw visitors at specific times
- Increase visitorship

It is important to identify the District's primary user groups and peak use times. The demographic for this space is assumed to be young individuals in their 20s and 30s. This is not a site that would typically attract young families and kids on a daily basis, but the design elements, such as the playground, is intended for those who are in the area for a day trip. Families and children are likely going to be occupying this space on the weekends. Consider smaller, informal activities on the weekdays and weekend special events should draw visitors from the broader city and region.

In order for the District to be successful and active throughout the day, the District will need to offer an array of events and activities that will appeal to all types of visitors, ranging from small activities to larger special events. Each program has its audience and purpose to serve and for these programs to succeed they will require different levels of operational support. Generally, smaller events can take place in many areas of the park and take advantage of existing facilities, requiring a minimal amount of infrastructure and staff support. Larger special events will require more support and need to be located at specific park areas that can support them. Additionally, larger events could have a greater impact to the landscape; therefore, they should be limited to a specific number per year. Events and activities can be grouped into three categories that accommodate the various needs of visitors as well as Park site limitations and operations: core baseline activities, frequent programs and events, and larger events.

Daily Activities

The District will provide varied opportunities for daily park use. Daily activities including the children's play area, dog parks, and water features require minimal program support and act as a continuous attraction. These activities should account for the majority of everyday users.

Weekly Events

Weekly events for adults and children can occur on a regular basis such as classes and smaller programs. These activities will help generate interest and encourage repeated visitations.

Special Events and Programming

These will primarily be larger-scale events put on by established outside producers. There will likely be a special permit process for the permitting of all outside events. Although large special events are important, they must be carefully planned, scheduled and operated. Due to the scale of the events, they would require considerable support, ranging from coordination support and working with vendors to ensure sufficient infrastructure needs, such as electrical requirements and tents for their operation. These larger events can have a major impact on the landscapes.

PROGRAMMING AND EVENT SCHEDULE

See figures 12 and 13 for preliminary ideas on recommended programming and events, frequencies, and suitable locations.



Figure 9. Splashpad



Figure 10. Pop up event



Figure 11. Movie Night

Daily Activities	Season	Time	Frequency	Primary Age	Primary Audience	Space	Notes
Jogging/ Walking	All	AM, lunch, PM	Daily	All ages	All		
Water Play	All	AM, weekend	Daily	All ages	Locals	Water Fountain	
Music Play	All	PM, weekend	Weekly	All ages	Locals		Old musical instruments, replaced when necessary.
Play Ground	All	PM, weekend	Daily	All ages	Locals	Playgrounds	Play feautres, including swings, trampoline, etc.
Court Games	All	AM, PM, weekend	Daily	All ages	Locals	Sports Courts	
Food Trucks	All	Lunch, weekend	Daily	All ages	All		
Weekly Events	Season	Time	Frequency	Primary Age	Primary Audience	Space	Notes
Kids Entertainment	Spring, Fall	Saturday AM	1-2x/month	Families	Locals	Playgrounds	Activities rotate over time, may include kids concerts, puppet shows, arts and crafts
Lunch Musical Programs	Spring, Fall	Weekday Lunch	1x/month	Adults/ Young Adults	Workers/ Residents/ Locals		
Lunch Lectures	Spring, Fall	Weekday Lunch	1-2x/month	Adults/ Young Adults	Workers/ Residents/ Locals		
Exercise Classes: yoga, tai-chi, zumba, etc.	Spring, Summer, Fall	Weekday AM, PM	1-2x/week	All	Locals	Lawn Area, Plazas	AM classes may be targeted at families, PM classes may be targeted at nearby workers
Mobile Library	All	Weekend AM	1x/week	All	All		

Figure 12. Preliminary Program Calendar 1/2

Special Events and Programming	Season	Time	Frequency	Primary Age	Primary Audience	Space	Notes
Movie Nights	Spring, Fall	Weekday PM	1-2x/month	All	Locals & Residents	Lawn Area	Basic movie nights with inflatable screen. Limited staff support required. Does not include initial equipment purchase cost.
Block Parties	Summer	Friday Night	1x/month	All	Loals & Residents	Central Spine, Streets	May require street closure
Special Music Series	Spring	3 Months Weekends	Weekly for 3 months	All	Locals		Cost for hiring a local musician each week.
Farmers Market Events	Spring, Summer, Fall	Occasional	To Be Determined	All	Locals & Residents	Central Spine, Plazas	These events may be sponsored by the Farmers Market or coincide with the market to attract more visitors. Some possible event ideas include: Holiday-Related Celebrations, Highlighted Food Event (e.g. Pumpkin Week), Classes (Cooking, Nutrition, Jarring, Compost, Gardening), etc.
Pet Events	Summer	Weekend	1-2 per year	All	Locals & Residents	Dog Park, Plazas	These events may include "competitions", such as obstacle courses, water play, pet health checkup or lectures, etc.
Art Exhibits	Spring, Fall, Winter		2 per year	All	All	Park-wide	Each exhibit will vary in time; depending on contract with the artists.
Kids Festival	Spring, Fall	Weekend	2 per year	Families	Locals & Residents	Park-wide	Kids games, concerts, etc.
Winter Ice Sculpting	Winter	Weekend	1 per year	All	Locals & Residents		Ice sculpture display or competition
Pop-up Retail	Spring, Summer, Fall	Weekday PM, Weekend	To Be Determined	All	Locals & Residents	Central Spine, Plazas	Semi-permanent pop-up retail series that highlight local vendors
Community Festivals	All	4 per year		Families	Locals	Park-wide	May require street closure
Markets	All	Weekly, or extended weeks	Varies	All	Locals & Residents	Central Spine, Plazas	Market includes flower market, farmers market, Holiday Market, etc. Vendor to pay a fee to set up.
Weekend Evening Concerts	Spring, Fall	2 weekends		Adults	Locals & Residents	Lawn Area	
Temporary Beer Garden or Wine Bar	Fall	Weekday PM and Weekends	1x/year	Adults	Locals	Central Spine, Streets	Sasonal offering, may require street closure.

Figure 13. Preliminary Program Calendar 2/2

Programming Staff Recommendations

Regardless of the programming strategy and whose responsibilities this may fall under, it would be in the District and POA's best interests to have a staff that serves as a point of contact, schedule the programs to avoid conflicts, process permit applications, and coordinate with local enforcement as necessary. As the program schedule grows, a staff member may be necessary to ensure that outside vendors are following proper protocols, vehicles are using proper access lanes and load-ins and outs, inspect the site before and after an event, and respond to emergencies. This "Program Coordinator" will be someone the public can get in touch with, become the eyes and ears of the Market, provide program coordination, and may have other daily responsibilities.

The Program Coordinator may be responsible for:

- Schedule program calendar and process permits/applications
- Coordinate with event and program producers the day of event
- Inspect site before and after an event for damage
- Train and certify in first-aid response and any safety procedures
- Train in de-escalation/conflict resolution

The initial recommendation to support the future Market programs with a moderate programming schedule assumes average annual Program Coordinator hourly needs at 30 hours/week throughout the operating year. This assumes a year round programming schedule with some limited events and programs during the winter months.

4.0. PUBLIC SAFETY CONSIDERATIONS

4.1 OVERVIEW

As the property is further developed and uses increases, additional site security may be needed. The site will be large enough to warrant a security presence within the public areas. A successful operations and management program requires not just traditional public safety measures, but rather a multi-faceted strategy that consists of high-quality maintenance and care, daily and seasonal programming, an integrated team of outreach and safety personnel, law enforcement support, appropriate rules and regulations, and state-of-the-art technology in order to ensure that all spaces are safe and inviting for locals and visitors alike.

It is vital that a preferred strategy is implemented from the initial day of operations to ensure that positive and safe behavior is set as an expectation from the beginning. Many public spaces have struggled with crime and anti-social behavior simply because they take a reactive rather than a proactive approach. Behavioral and social issues can be difficult to manage proactively.

Another concern from a staffing and jurisdictional perspective will be defining and enforcing Market District rules and regulations to limit and potential issues. Antisocial behaviors such as drug use and transaction, alcohol use and public intoxication, camping, public urination, and aggressive panhandling can become issues if not continually monitored and addressed as needed.

Multiple approaches lead to a more comprehensive security strategy.

4.2 PUBLIC SAFETY APPROACHES

Dedicated Staff Presence

Uniformed operations and maintenance staff can act as additional “eyes and ears” in public spaces. Their primary responsibility is maintenance of park areas, however they can also provide a layer of security simply by their presence and their capacity to see and be seen. The new District Market will benefit from having daily staff that know the property and have a vested interest in maintaining it.

All entities who will have some level of involvement in the Market should be knowledgeable with regards to rules and regulations so that they may confidently inform non-compliant park users. In many cases, O+M staff receive training in conflict resolution and are equipped with portable radios for direct communication with appropriate security personnel.



Safety and Security Staffing

Many public spaces have a dedicated, security presence to provide safety and security. Denargo Market will benefit from a dedicated safety and security patrol staff especially during evening hours. A uniformed security presence can be provided as either an in-house or contracted service that has been trained to recognize and respond to enforcement and safety issues. One advantage of in-house security is, like in-house maintenance staff, they get to know the rhythms of the site and are more likely to proactively deal with potential enforcement issues.

An inherent issue associated with security staff is the limited authority in enforcing rules and regulations. Typically, security staff can only issue warnings to park users and cannot issue citations or forcibly remove individuals who are causing a nuisance or not abiding by posted rules and regulations. In such an event, local police are often called upon if a security officer cannot independently resolve an issue.

Coordination with local enforcement

The District may work with the local enforcement to include the District into their patrolling route and schedule. Identifying a liaison/point of contact for the District to contact would allow for quick responses in case of emergency.

It is vital that this strategy be implemented from the initial day of operations to ensure that positive and safe behavior is set as an expectation from the beginning. Many public spaces have struggled with crime and anti-social behavior simply because they take a reactive rather than a proactive approach. Behavioral and social issues can be difficult to manage proactively.

Technologies and Infrastructure

A comprehensive safety strategy should consider the use of new technologies and innovative safety infrastructure such as closed-circuit television systems (CCTV). While cameras are more reactive than proactive, they provide a sense of safety within the environment if used properly and effectively.

Currently, the Market area does not have security cameras in place, however there are plans to install CCTV outside of buildings that will capture a lot of the streets and public spaces. Some areas, such as the area along the riverfront will not be under surveillance, as it is city property.



Signage – Rules and Regulation

Signage located throughout the Market could play a role in effectively communicating rules and regulations, whether those are existing laws or rules specific to the waterfront public spaces. Focused implementation of signs clearly stating the rules and regulations will effectively inform the public of what they can and cannot do. Most importantly, clearly posted rules and regulations allow security personnel to effectively enforce. A common issue in urban public space is effectively enforcing park rules, as local police may not be aware of specific enforcement rules and procedures used for enforcement.



Staffing Recommendation

The initial recommendation for future Market security staffing presence assumes average annual Security Patrol Staff hourly needs at 36 hours/week throughout the operating year. This assumes approximately 4 hours per weekday and 8 hours per day on weekends.

5.0. STAFFING ANALYSIS AND BUDGET

5.1 BUDGET ASSUMPTIONS

The O+M budget is an annual order of magnitude maintenance estimate for the completed Denargo Market program area as defined earlier in this document. The budget includes all costs associated with maintenance, programming and safety personnel.

In developing an estimated budget for the Market ETM has made a number of assumptions that are outlined below. Current assumptions include:

- Hourly rate ranges used for all maintenance staffing positions are based upon contracted service hourly rates as provided by the client group.
- The division of labor between the three pay grades (W-1, W-2, W-3) are defined by skill level required to perform each task. Detailed tables are provided in Appendix B which indicate how tasks are assigned to each worker designation.
- Employee indirect costs are estimated at 35% for all estimated staffing hours (programming and security staff only). These indirect costs are used as a placeholder for overhead associated with in-house staff fringe benefits.
- Program staffing assumes average annual Program Coordinator hourly needs at 30 hours/week throughout the operating year.
- Assumes an average annual Security Patrol Staff hourly needs at 36 hours/week throughout the operating year (4 hours per weekday and 8 hours per day on weekends).
- Material and supply expenses are included as an expense which includes all necessary materials associated with typical annual maintenance and repair.
- It is assumed that the Market District will likely be maintained primarily by a contracted service provider. However, we recommend hiring an in-house staff person (full or part-time) to handle some management and maintenance work (likely through SDMS).
- It is assumed that all general tools and equipment will be provided by the contracted maintenance provider, however assume some hand tools purchased for general maintenance and landscape maintenance should be purchased for the manement team (either SDMS or POA staff) to support programming and daily operations. Equipment list provided for reference in this section.
- Equipment rental costs assume that not all necessary equipment will be available for daily staff use due to the infrequent need for a particular piece of equipment (e.g. scissor lift).
- Equipment fuel and repair costs assume a certain percentage of in-house or contracted vehicles/equipment will require ongoing maintenance and regular fueling.
- Plant replacement costs assume a certain percentage of annual loss due to weather, use and plant life cycles.
- An allowance placeholder has been included for annual utility costs associated with the district.
- Insurance costs are included as an estimated coverage for the Market District. These costs can be adjusted or removed based on actual needs/agreements as needs are further developed.
- A standard 5% contingency has been applied to the annual budget to account for variables associated with ongoing design changes and developing operating model.
- All cost estimates reflect 2023 costs.

Please note that the above assumptions are used to form a maintenance framework in order to develop estimated budget costs and service delivery.

5.2 BUDGET ANALYSIS - ANNUAL OPERATING EXPENSE

Denargo Market- Estimated Annual Maintenance & Operations Budget					Comments
Annual Maintenance Personnel Costs					
	Hrs	\$/hr	Total Cost		
Maintenance Personnel (Trades Rate; W-3)	455	\$ 90.00	\$40,959		Trades Labor (Lighting and infrastructure maintenance and repair, other skilled repairs)
Maintenance Personnel (Skilled Labor Rate; W-2)	1,453	\$ 60.00	\$87,179		Skilled labor (furnishing repair, equipment operation, landscape work)
Maintenance Personnel (Semi-Skilled Rate; W-1)	5,130	\$ 35.00	\$179,542		Semi-skilled labor (Landscape work, cleaning and some maintenance)
Indirect Costs (0%)					Included in contracted service hourly rates above: fees , health insurance, pensions/retirement (if applicable), and taxes.
Subtotal Maintenance Personnel Costs			\$307,681		
Annual Operations & Maintenance Expenses					
Materials & supplies			\$24,000		Small tools, equipment (hoses, paint, etc.), bench slats, lighting, paving, furnishing, trash bags, sand, mulch, etc. (Allowance)
Equipment/Vehicle Replacement			\$4,000		In-house equipment allowance, truck, utility vehicle, equipment
Equipment rental			\$6,000		Rental of trucks, hi-boy, scissor lift, etc. (In-house/contracted Allowance)
Equipment/Vehicle Fuel and Repair			\$3,000		In-house Parts, repair and fuel (Allowance)
Plant Replacement			\$14,000		Perennial, tree and shrub replacement. Includes some contracted tree maintenance. (Allowance)
Utilities			\$36,000		Water/Electric for Irrigated landscapes, restrooms, water feature,, and site lighting. (Allowance)
Insurance			\$28,000		Liability insurance for entire project area, allowance
Subtotal O+M Expenses			\$115,000		
Annual Security +Program Expenses					
	Qty.	\$/hr	Indirect Cost %	Total Cost	
Program Coordinator	1,716	\$ 30.00	35%	\$69,498	30 Hours per week
Security Supervision	1,872	\$ 40.00	35%	\$101,088	36 Hours per week
Security Misc. Costs				\$6,000	Uniform replacement, equipment, etc.
Program Misc. Costs				\$15,000	Program support needs, equipment, etc.
Subtotal Security Expenses			\$191,586		
Annual Maintenance & Operations Costs			\$614,267		
Annual Operations & Maintenance Contingency - 5%			\$30,713		
Total Annual Maintenance & Operations Costs			\$644,980		

5.3 BUDGET ANALYSIS - INITIAL EQUIPMENT EXPENSES

Initial expenses for necessary equipment to support in-house operations and minor maintenance are defined in the table below. It is assumed the majority of equipment (mowers, large equipment, specialty tools) will be provided through the contracted service providers.

DENARGO MARKET IN-HOUSE EQUIPMENT RECOMMENDATIONS

Tools, Equipment & Vehicles	Use	Qty.	Cost/Unit	Total Cost
Snow Blower: EGO 24" electric	Snow Blowing	2	\$1,200.00	\$2,400.00
Back pack blower: Ego Power + 600	Leaf/Grass/debris blowing from paving	1	\$429.00	\$429.00
Snow removal equipment Set	Shovels, salt spreaders	4	\$250.00	\$1,000.00
Telescoping tree pruner with saw (14')	Tree pruning	1	\$106.69	\$106.69
Assorted Landscape Hand Tool Set	Shovels, rakes, pruners, etc.	1	\$1,400.00	\$1,400.00
Assorted Hardscape Tools (Power and hand)	Trowels, chippers, mixers, etc.	1	\$2,500.00	\$2,500.00
Pressure washer: Heavy Duty 1500 PSI	Paving/exterior surface cleaning	1	\$549.00	\$549.00
Industrial wet vac (15 gallon capacity)	Water disposal for furnishing and paving cleaning	1	\$565.00	\$565.00
Extension chords	power supply	4	\$50.00	\$200.00
Cleaning/janitorial equipment Set	Restroom/exterior cleaning	1	\$500.00	\$500.00
Mid-size Pick-up Truck w/dump bed - battery powered	Material pick-up/transport	1	\$65,000.00	\$65,000.00
Plumbing & Electrical Tools/equipment SET	Lighting, irrigation, water feature, etc.	1	\$6,000.00	\$6,000.00
Carpentry Tool Set	Furnishing and boardwalk decking repair	1	\$4,000.00	\$4,000.00
Misc. tools/equipment Set	General repairs, painting, etc.	1	\$4,000.00	\$4,000.00
Ladders - Assorted (step and extension)	Cleaning, tree care, lighting, etc.	3	\$250.00	\$750.00
Work Tricycle	Staff transport/material transport	1	\$1,600.00	\$1,600.00
Water Hose (Commercial grade - 50' length) + nozzles	Irrigation/spot watering/washing	3	\$80.00	\$240.00
4WD Utility Vehicle (w dump bed): Battery Powered	hauling	1	\$25,250.00	\$25,250.00
Golf Cart - Battery Powered	Program and Security Staff Transportation	1	\$16,000.00	\$16,000.00
Equipment Cost				\$132,489.69
Sales Tax				\$11,261.62
Contingency				\$19,873.45
Equipment Grand Total				\$163,624.77

5.4 BUDGET ANALYSIS - LONG-TERM CAPITAL REPLACEMENT COSTS

Capital replacement costs are those costs associated with replacement or repair of site features and amenities such as play equipment, paving and structures due to life-cycle replacement needs or damage. Average annual life-cycle costs for the Waterfront are estimated to be around 2% of total initial construction costs. Most of these costs should, initially, be minimal, as Denargo Market will be newly constructed or covered by warranty or guarantee provisions in construction contracts.

However, there is a chance that a particular replacement cost will not be covered by a guarantee period or warranty, so budgeting some funds for those repairs should be included in any annual operating budget. This capital replacement budget should increase over time as features begin to wear out and need repair or replacement. An annual capital replacement budget of approximately \$50,000 has been allocated for the first 5 years following initial construction. This annual cost will naturally increase during the 30-year capital replacement projection provided in the table below.

Annual Capital Replacement Budgets		
Annual Budget - Years 1-5	\$49,949	0.3% of total construction cost
Annual Budget - Years 6-10	\$124,872	0.75% of total construction cost
Annual Budget - Years 11-20	\$332,993	2% of total construction cost
Annual Budget - Years 21-30	\$665,986	4% of total construction cost
Estimated construction cost based on Denargo Market DD Cost Estimate , dated 06.16.2022, prepared by Swinerton. Phase 1 construction budget with notable exclusions including: General Requirements, Existing Conditions, Earthwork, 50% of Utilities, and soft costs = \$16,649,662.		
30 Year Total Capital Replacement Reserve Projection		\$10,863,904
Average Annual Capital Replacement Costs over 30 Years		\$362,130.15

Appendix A

Maintenance Tasks and Hours

Below is a summary of the methodology behind determining the necessary task hours to annually maintain one unit of each Landscape Type. The task hour charts include the following terms and abbreviations:

TASK – The specific maintenance task

QTY – The estimated quantity over which a task is performed (Many of the tasks are estimated as a percentage of the total quantity.)

UNIT - A unit is a commonly accepted unit of measurement for each landscape type and its associated tasks. The unit abbreviations used throughout this project include:

-XSF - 10,000 Square Feet

-MSF - 1,000 Square Feet

-CSF - 100 Square Feet

-CLF - 100 Linear Feet

-XSF - 10 Square Feet

-XLF - 10 LF

-Each or EA -1 of a particular item

-Allow – Allowance of time for a particular task

UNIT (MIN) – Time standard necessary to complete 1 UNIT of a task in minutes (These time standards are based on the “Park Maintenance Standards” published by the National Recreation and Park Association (NRPA) and adjusted for the individual project’s location and management goals.)

ONCE (MIN) – The quantity of the task multiplied by the time standard and shown in minutes

ONCE (HOURS) – The time in minutes divided by 60 and converted into hours

ANNUAL FREQUENCY – Number of times the task is performed annually (These frequencies reflect assumed maintenance levels based on the project location and desired quality of place.

TOTAL HOURS – The annual frequency multiplied by the time in hours for performing the task once

$QTY \times UNIT = ONCE (MIN) / ONCE (HOURS) \times ANNUAL FREQUENCY = TOTAL HOURS/UNIT/YEAR$

TASK	QTY	UNIT	UNIT (min)	ONCE (min)	ONCE (hours)	ANNUAL FREQ.	TOTAL HOURS	COMMENTS	W-1	W-2	W-3	
Paved Areas - HOURS/Unit												
P1 - Asphalt & Concrete Paving								46	Annual hours/10,000 SF	24	16	6
Clean paved surface	2	msf	5	10	0	52	9	20% of area ; with backpack blower	9			
Surface Washing & Scrubbing	5	msf	5	25	0	12	5	50% of area; clean stained/dirty areas with street cleaner, powerwashers, and scrubbers: 1x/month	5			
Paving repair		allow					6	Localized Repairs- repair pavement marking, cracks, spalling, settling, etc.			6	
Graffiti removal		allow					5	Includes both gum and graffiti removal	5			
Inspect and Remove litter	0.5	msf	3	2	0	208	5	5% of area; 4x per week	5			
Snow and ice management	10	msf	8	80	1	12	16	100% of an area - Includes snow removal, sand/sno-melt spreading, etc. with vehicle and hand equipment		16		
P2 - Concrete and Granite Pavers								20	Annual hours/1,000 SF	13	7	0
Clean paved surface	3	csf	1	3	0	52	3	30% of area ; with backpack blower	2.6			
Scrubbing and washing	2	csf	5	10	0	20	3	20% of area, clean stained/dirty areas with pavement scrubbers, power washers, bristle broom: 2 x/month during peak season; 1x/month in off season and as needed for localized cleaning and post events.	3			
Reset paving		allow					3	Localized Repairs: repair/reset loose or damaged paving elements		3.0		
Graffiti removal		allow					1	Includes both gum and graffiti removal	1			
Weeding	2	xf	5	10	0	16	3	2% of area; pulling by hand or herbicide applicator	2.7			
Inspect and Remove litter	0.5	csf	1	1	0	365	3	5% of area; 7x per week	3			
Snow and ice management	1	msf	20	20	0	12	4	100% of an area - Includes snow removal, sand/sno-melt spreading, etc. with hand equipment only		4.0		
P3 - Wood Decking								24	Annual hours/1,000 SF	12	11	0
Scrubbing and washing	5	csf	3	15	0	20	5	50% of area, clean stained/dirty areas with pavement scrubbers, power washers, bristle broom	5			
Boardwalk maintenance	1	xf	220	220	4	2	7	1% of area, includes inspection, deck board repairs and board replacement due to vandalism and localized issues		7.3		
Inspect and Remove litter	0.5	csf	1	1	0	365	3	5% of area; 7x per week + Gum and graffiti removal	3			
Clean boardwalk surface	5	csf	1	5	0	52	4	50% of area ; with backpack blower or broom; 2x/week to clear debris and loose materials from decking	4.3			
Snow and ice management	1	msf	20	20	0	12	4	100% of an area - Includes snow removal, sand/sno-melt spreading, etc. with hand equipment only		4.0		
P4 - Dog Park Paving								10	Annual hours/1,000 SF	7	3.0	0.0
Rake and level paving material	1.0	csf	2	2	0	52	2	10% of area; Weekly	2			
Infill and recondition paving material		allow					2	Infill low areas and relevel area; Annually	2			
Inspect, spot clean, and Remove litter	0.5	csf	2	1	0	208	3	5% of area; 4x/week	3			
Snow and ice management	5	csf	3	15	0	12	3	50% of an area - Includes snow removal, sand/sno-melt spreading, etc. with hand equipment only		3.0		
P4 - Curbing & Planter Rail								3	Annual hours/500 lf	2	0.0	1.0
Clean & inspect	5	xf	6	30	0.5	4	2	10%, Powerwashing and scrubbing, focus on stained/dirty areas.	2			
Reset/repair curbing and edging		allow					1	Repair/reset loose or damaged curbing/edging sections			1.0	

TASK	QTY	UNIT	UNIT (min)	ONCE (min)	ONCE (hours)	ANNUAL FREQ.	TOTAL HOURS	COMMENTS	W-1	W-2	W-3	
Planting - HOURS/Unit												
PL1 - Trees								12	Annual hours/20 Trees	6	6	0
Tree pruning	5	each	30	150	3	1	3	25% of total trees: Prune by hand w/ extension pole pruners & bucket truck for some		2.5		
Tree fertilizer application	5	each	10	50	1	1	1	25% of total trees, 1 application spring	0.8			
Horticultural pest control	2	each	30	60	1	2	2	10% of total trees		2		
Tree replacement	1	each	90	90	2	1	2	1 in 20 trees/year		1.5		
Composting/chipping of landscape debris		allow					5	Collect and deposit compostable materials for off-site composting	5			
PL2 - Shrubs								5	Annual hours/20 Shrubs	4	1	0
Pruning	10	each	10	100	2	2	3	50% of total shrubs: Prune by hand	3			
Shrub replacement	2	each	30	60	1	1	1	2 in 20 Shrubs/year		1		
Composting/chipping of landscape debris		allow					1	Collect and deposit compostable materials for off-site composting	1			
PL3 - Performance Perennial Planting Areas								22	Annual hours/1,000 SF	21	1	0
Weed control	1	csf	5	5	0	20	2	10% of area; By hand, monthly and more often during growing season	2			
Seasonal cleanup and prep	5	csf	20	100	2	2	3	50% of area; Spring/Fall, removal, cut back, bed prep, material collection and removal for off-site composting	3			
Pruning and trimming	2	csf	10	20	0	10	3	20% of area; weekly during growing season	3			
Top dress soil and/or mulch	5	csf	5	25	0	2	1	50% of area	0.8			
Remove/replace mulch layer	5	csf	10	50	1	1	1	50% of area	0.8			
Fertilizer application	10	csf	2	20	0	2	1	100% of area	1			
Annual soils test evaluation		allow					1			1.0		
Horticultural pest control	2	csf	6	12	0	5	1	20% of area; Monit/control - Rodents, birds, etc.	1			
Plant replacement	20	sf	10	200	3	2	7	2% of area	7			
Remove litter	1	csf	2	2	0	78	3	10% of area; 2x/week during peak season; 1x per week in off season	3			
PL4 - Perennial Planting Areas								15	Annual hours/1,000 SF	14	1	0
Weed control	1	csf	5	5	0	10	1	10% of area; By hand, monthly during growing season	0.8			
Seasonal cleanup and prep	5	csf	20	100	2	2	3	50% of area; Spring/Fall, removal, cut back, bed prep, material collection and removal for off-site composting	3			
Pruning and trimming	2	csf	10	20	0	6	2	20% of area; Monthly during growing season	2			
Top dress soil and/or mulch	5	csf	5	25	0	2	1	50% of area	0.8			
Fertilizer application	10	csf	2	15	0	2	1	100% of area	0.5			
Annual soils test evaluation		allow					1			1.0		
Horticultural pest control	2	csf	6	12	0	4	1	20% of area; Monitor/control - Rodents, birds, etc.	1			
Plant replacement	20	sf	10	200	3	1	3	2% of area	3			
Remove litter	1	csf	2	2	0	78	3	10% of area; 2x/week during peak season; 1x per week in off season	3			
PL5 - Native Seeded Areas								19	Annual hours/10,000 SF	14	5	0
Invasive Species/Weed control	5	csf	10	50	0.8	5	4	5% of area: 5x/season. By hand and herbicide appliation, during growing season		4.2		
Seasonal cleanup and prep	10	csf	12	120	2.0	2	4	Spring/Fall: mix of hand/mechanical removal and cut back, bed prep, material collection and removal.	4.0			
Pruning and trimming		allow					3	As needed during growing season	3.0			
Horticultural pest control	5	csf	10	50	0.8	1	1	Monit/control - Rodents, birds, disease, insects, etc.		0.8		
Restoration/Reseeding		allow					4	Limited replacements as needed.	4.0			
Remove litter/debris	1	csf	2	2	0	78	3	1% of area; 2x/week during peak season; 1x per week in off season	2.6			
PL6 - Lawn								18	Annual hours/1,000SF	16	2	0
Mow/trim	1	msf	8	8	0	36	5	100% of area, ride on mower and string trimmer	5			
Seasonal turf renovation	1	msf	90	90	2	2	3	100% of area, thatch, aerate, seed	3			
Top dress soil	5	csf	10	50	1	2	2	50% of area	2			
Turf fertilizer/weed preventer app.	1	msf	10	10	0	5	1	100% of area; fertilizer and pre-emergent applications	1			
Annual soils test evaluation		allow					2	Done prior to fertilization		2		
Horticultural pest control	2	csf	5	10	0	8	1	20% of area; Monitor/control Grubs/Moles/Voles/rodents	1			
Temporary fence	2	clf	20	40	1	4	3	Install/maintain temporary fencing, assume 320 lf	3			
Remove litter	1	csf	1	1	0	76	1	10% of area, 1x/week and 2x/week during busy season,	1			
PL7 - No-mow Lawn								14	Annual hours/1,000SF	12	2	0
Mow/trim	1	msf	12	12	0	6	1	100% of area, walk-behind mower and string trimmer	1			
Seasonal turf renovation	1	msf	90	90	2	2	3	100% of area, thatch, aerate, seed	3			
Top dress soil	5	csf	10	50	1	2	2	50% of area	2			
Turf fertilizer/weed preventer app.	1	msf	10	10	0	5	1	100% of area; fertilizer and pre-emergent applications	1			
Annual soils test evaluation		allow					2	Done prior to fertilization		2		
Horticultural pest control	2	csf	5	10	0	8	1	20% of area; Monitor/control Grubs/Moles/Voles/rodents	1			
Temporary fence	2	clf	20	40	1	4	3	Install/maintain temporary fencing, assume 320 lf	3			
Remove litter	1	csf	1	1	0	76	1	10% of area, 1x/week and 2x/week during busy season,	1			

TASK	QTY	UNIT	UNIT (min)	ONCE (min)	ONCE (hours)	ANNUAL FREQ.	TOTAL HOURS	COMMENTS	W-1	W-2	W-3
Furnishing & Site Amenities - HOURS/Unit											
F1 - Furnishing							19	Annual hours/Ten Furnishing Items	17	2	0
Clean & inspect site furnishing	2	each	12	24	0	34	14	20% Weekly April - Nov. includes all seating types and standalone site elements. See Project quantities for a complete list.	14		
Graffiti removal		Allow					3	As needed	3		
Repair & maintenance	1	each	120	120	2	1	2	10% of all site furniture, includes material repair/replacement, tightening mechanical connections, vandalism repair, repair, etc.		2	
F2 - Trash & Recycling							55	Annual hours/ T&R Station	55	0	0
Empty T/R station - Peak	1	each	5	5	0	384	32	Average 16x/week for 24 weeks	32		
Empty T/R station - Shoulder	1	each	5	5	0	108	9	Average 9x/week for 12 weeks	9		
Empty T/R station - Off-season	1	each	5	5	0	112	9	Average 7x/Week for 16 weeks	9		
Clean T/R station	1	each	10	10	0	24	4	2x/Month	4		
Rodent and pest control		Allow					1	As needed	1		
F3 - Railing, Fencing & Guardrails							6	Annual hours/ 50 LF	5	0	1
Clean & inspect	10	lf	1	5	0	52	4	20%, Weekly; Includes untreated metal surfaces and powder coated surfaces	4		
Repair & maintenance	1	lf	45	45	1	1	1	2% of all surfaces; Wood, metal, and glass repair; includes paint touch-up			1
Graffiti removal		allow					1	As needed	1		
F4 - Concrete Walls & Seatwalls							9	Annual hours/ 100 LF	6	0	3
Clean & inspect	10	lf	1	10	0	26	4	10%, bi-weekly;	4		
Repair & maintenance		allow					3	Repair/replace skate guards, repair minor chips and damage from accidental impacts, etc.			3
Graffiti removal		allow					2	As needed	2.0		
F5 - Signage & Wayfinding							23	Annual hours/10 Signage Elements	22	1	0
Clean & inspect	10	each	6	60	1	20	20	All signage elements; bi-Weekly April - Nov.	20		
Repair & maintenance	1	each	60	60	1	1	1	Includes tightening connections, re-painting, repair and replacement as needed		1	
Graffiti removal		allow					2	As needed, Graffiti and Stickers	2		
Play Areas - HOURS/Unit											
PA1 - Sand Play Area							18	Annual hours/100 SF	18	0	0
Sand leveling & cleaning	1	csf	4	4	0	208	14	Entire sand area; 4x/week. Includes inspection, raking and leveling of sand, litter removal, cleaning up after spills and accidents	14		
Sand replacement		Allow					4	Complete sand replacement; performed 1x/year	4		
PA2 - Rubber Surface Play Area							21	Annual hours/1,000 SF	14	7	0
Inspection and cleaning	1	msf	4	4	0	208	14	Entire area; 4x/week. Includes inspection, litter removal, cleaning up after spills, accidents, bird droppings	14		
Maintenance and Repair	5	sf	40	200	3	2	7	5% of area; repair and replace as necessary		7	
PA3 - Children's Play Features							62	Annual hours/All Play Equipment	46	12	4
Daily Inspection and cleaning as needed	1	each	10	10	0.2	250	42	Visual inspection for cleanliness or obvious damage, spot cleaning as needed: Assume 250 Days/year	42		
Annual inspection		allow					4	Performed by a Certified Playground Inspector, 2x/year			4
Repair & maintenance		allow					6	Includes material repair/replacement, tightening mechanical connections, touch-up, etc.		6	
Frequent wear item evaluation & replacement		allow					6	Evaluation of lumber, netting, etc. used as play features quarterly; replacement as needed		6	
Pest control and Graffiti Removal		allow					4	As needed	4		
PA4 - Dog Park Play Equipment							10	Annual hours/All Equipment	6	4	0
Inspection and Cleaning		Allow				26	6	Visual inspection for cleanliness or obvious damage, spot cleaning as needed: Bi-weekly	6		
Maintenance and Repair		Allow					4	Goal and net repair and maintenance		4	
PA5 - Sports Equipment							11	Annual hours/All Equipment	7	4	0
Inspection and Cleaning		Allow				26	7	Visual inspection for cleanliness or obvious damage, spot cleaning as needed: Bi-weekly	7		
Maintenance and Repair		Allow					4	Goal and net repair and maintenance		4	

TASK	QTY	UNIT	UNIT (min)	ONCE (min)	ONCE (hours)	ANNUAL FREQ.	TOTAL HOURS	COMMENTS	W-1	W-2	W-3
Water Features - HOURS/Unit											
WF1 - Stepped Fountain: Recirculating Pool							53	Annual hours/Each	21	10	22
Daily Maintenance	1	each	5	5	0.1	200	17	Inspect supply trough and drains, remove debris, skim pool surface	16.7		
Weekly Maintenance	1	each	10	10	0.2	28	5	Inspect and clean basket strainers, clean lighting lenses. Replace cartridge filter, check and fill chemical feeders. .		4.7	
Monthly Maintenance	1	each	30	30	0.5	7	4	Inspect pumps for leaks and proper function test makeup water valve. Inspect all tanks, lines, UV sterilizer, ozonator. Backwash filter, if applicable.		2	2
Yearly Maintenance		allow					8	Seasonal startup includes: Test and verify operation of panel controls and equipment. Empty, clean and inspect water storage tanks. Winterization includes system blow out shutdown.		4	4
Basin/Paving Surface cleaning	1	each	80	80	1.3	3	4	Drain and clean all water feature surfaces.	4.0		
Repairs as needed		allow					16	Replace/repair water feature mechanical, lighting, paving elements as needed			16
WF2 - Splash Pad: Recirculating Spray Jets							70	Annual hours/Each	26	11	33
Daily Maintenance	1	each	6	6	0.1	200	20	Inspect Jets and drains, remove surface litter/debris	20.0		
Weekly Maintenance	1	each	10	10	0.2	28	5	Inspect and clean basket strainers. Replace cartridge filter, check and fill chemical feeders.		4.7	
Monthly Maintenance	1	each	30	30	0.5	7	4	Inspect pumps and jets for leaks and proper function, test makeup water valve and drain. Inspect all tanks, lines, UV sterilizer, ozonator. Clean lighting lenses.		2	2
Yearly Maintenance		allow					10	Seasonal startup includes: Test and verify operation of panel controls and equipment. Empty, clean and inspect water storage tanks. Winterization includes system blow out shutdown.		5	5
Basin/Paving Surface cleaning	1	each	120	120	2.0	3	6	Drain and clean all water feature surfaces.	6.0		
Repairs as needed		allow					26	Replace/repair water feature mechanical, lighting, paving elements as needed			26

Infrastructure - HOURS/Unit											
I1 - Irrigation							14	Annual hours/10,000 SF of coverage	4	3	7
Monitoring/Adjustment	1	msf	10	10	0	26	4	Bi-weekly; Monitor to ensure adequate coverage, damage, and functionality. Make adjustments as needed	4.3		
Spray head & valve repair/maint.		allow					3	Repair above grade components as needed; assume 5-10% replacement annually		3.0	
System maintenance		allow					7	System repair and clean out, winterization, spring startup. Note: System maintenance includes supply lines to all quick couplers, and drinking fountains.			7
I2- Site Drainage (Pedestrian Paving & Integrated Landscape Areas)							2	Annual hours/10,000 SF Area	1	1	0
Inspect & clean surface drainage infrastructure	1	Allow	6	6	0	12	1	Monthly; inspect, remove litter/debris from runnels, trench & area drains + subsurface stormwater vaults	1		
Repair Infrastructure		Allow					1	Repair damaged drainage infrastructure; Includes trench drains, area drains, and other surface structures		1	
I3- Storm Filter Vaults							15	Annual hours/Vault	0	15	0
Inspect Vault	1	Each	15	15	0	12	3	Monthly; inspect for siltation and blockages		3	
Clean Vault		Allow					4	1x/year; remove debris and silt		4	
Replace filter cartridge (39 as Shown)		Allow					8	1x/year or as needed; remove & replace		8	
I4- Pole Lighting							4	Annual hours/10 Luminaires	0	2	2
Clean & Inspect		Allow					2	3x/year; Clean graffiti and remove stickers from lower pole section, Inspect for proper function and damage		2	
Luminaire and Driver replacement		Allow					1	As needed; remove & replace			1
Pole & Fixture Repair/Maintenance		Allow					1	As needed; repair damage from vehicles/vandalism			1
I5- Pedestrian Lighting							3	Annual hours/10 Light Fixtures	1	2	0
Inspect & clean		Allow					1	4x/year; Clean & Inspect for proper function and damage	1		
Fixture/lumen board & Driver replacement		Allow					2	as needed; remove & replace due to damage/failure		2	

TASK	QTY	UNIT	UNIT (min)	ONCE (min)	ONCE (hours)	ANNUAL FREQ.	TOTAL HOURS	COMMENTS	W-1	W-2	W-3
Structures/Building Space - HOURS/Unit											
S1- Rhino Structure							22	Annual hours/Each	4	10	8
Clean & Inspect	1	Each	300	300	5	2	10	2x/year; Clean all metal exterior surfaces and inspect for any wearing or damage		10	
Repair/Maintain Structure		Allow					8	As needed, repair damage from weather, vandalism, use			8
Rodent and pest control		Allow					4	As needed, nesting insect and bird management	4		
S2- Maintenance/Operations Facility							14	Annual hours/Each (approx. 800 SF)	6	0	8
Interior Cleaning	1	Each	60	60	1	6	6	6x/year; Clean all interior surfaces and inspect for any damage	6		
Repair/Maintenance		Allow					8	As needed; lighting, plumbing, other.			8
S3- Shade Structures							5	Annual hours/Structure (100 SF)	0	3	2
Inspect and Clean	1	Each	80	80	1.3	2	3	100% of Structure - 2x cleaning per year - includes power washing and scrubbing, . Visual inspection to identify any maintenance needs		3	
Repair/Maintain Structure		Allow					2	As needed, repair damage from weather, vandalism, use. Includes localized finish repair and replacement and pest control as needed			2

SERVICE AGREEMENT FOR PEDESTAL RELOCATION

THIS SERVICE AGREEMENT FOR PEDESTAL RELOCATION (“Agreement”) is entered into and effective as of the 16th day of December, 2022, by and between **DENARGO MARKET METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and **EXCEL ELECTRIC, INC.**, a Michigan corporation (the “Consultant”) (each a “Party” and, collectively, the “Parties”).

RECITALS

A. The District was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities and improvements in accordance with its service plan (the “Improvements”).

B. Pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts and agreements affecting the affairs of the District.

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

D. The Parties desire to enter into this Agreement to establish the terms by which the Consultant will provide the Services to the District.

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

I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

(a) Perform the Services, safely and in accordance with the highest standard of care, skill, and diligence provided by a professional consultant in performance of work similar to the Services.

(b) Be properly qualified to perform the Services. The Consultant does hereby warrant that the quality of the Services shall be as specified in this Agreement, shall conform in all respects to the requirements of this Agreement and shall be free of defects and deficiencies.

(c) Take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required under Section 4.2 hereof.

(d) Advise the District of the status of the Services required by this Agreement on a regular basis and work in coordination with the District’s consultants to

assure that the District has the most complete information available for the exercise of the District's powers and discretionary authority.

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

1.2 Limitations on Authority.

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

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

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

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

1.5 Work Product. "**Work Product**" shall consist of all written materials maintained by the Consultant in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Consultant shall maintain reproducible copies of any test results and logs which it obtains and shall make them available for the District's use, and shall provide such copies to the District upon request at reasonable commercial printing rates. Consultant agrees all right, title and interest in the Work Product is and shall remain the property of the District. If requested by the District, Consultant shall execute and deliver such documents as shall be necessary in the District's sole discretion, to

assign, transfer and convey all rights in the Work Product to the District or its assignee. If Consultant fails to execute any documents required under this Section 1.5, 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. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the District immediately upon termination of this Agreement.

II. COMPENSATION

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

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

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

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

III. TERM AND TERMINATION

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

3.2 Termination.

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

(b) Notwithstanding any provision herein to the contrary, the Agreement shall terminate automatically and be of no further force or effect upon the occurrence of (a) the

Consultant's voluntary dissolution, liquidation, winding up, or cessation to carry on business activities as a going concern; or (b) administrative dissolution (or other legal process not initiated by the Consultant dissolving the Consultant as a legal entity) that is not remedied or cured within sixty (60) days of the effective date of such dissolution or other process.

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

IV. INDEMNIFICATION AND INSURANCE

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

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

(a) Liability Insurance Coverage.

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

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

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

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

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

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

V. MISCELLANEOUS

5.1 M/WBE and Prevailing Wage Compliance.

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

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

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

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

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

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

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

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

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

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

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

To District: Denargo Market Metropolitan District No. 1
141 Union Boulevard, Suite 150
Lakewood, Colorado 80228
Phone: (303) 987-0835
Email: afinn@sdmsi.com
Attn: Ann Finn

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

To Consultant: Excel Electric, Inc.
438 Violet Street
Golden, Colorado 80401
Phone: (303) 481-8783
Email: bryanv@excelelectricinc.com
Attn: Bryan Ver Beek

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT]

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

Consultant:
EXCEL ELECTRIC, INC.
By: Timothy A. Kraal Timothy A. Kraal
Its: President

STATE OF Michigan)
) ss.
COUNTY OF Kent)

The foregoing instrument was acknowledged before me this 22nd day of December, 2022, by Timothy Kraal, as President of Excel Electric, Inc.

Witness my hand and official seal.

My commission expires: 10-31-2025



Brenda J. VanWayckhuyse
Notary Public

District:
DENARGO MARKET METROPOLITAN DISTRICT NO. 1
By: _____
President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

Witness my hand and official seal.

My commission expires: _____

Notary Public

[SIGNATURE PAGE TO SERVICE AGREEMENT]

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

Consultant:
EXCEL ELECTRIC, INC.

By: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2022, by _____, as _____ of Excel Electric, Inc.

Witness my hand and official seal.

My commission expires: _____

Notary Public

District:
DENARGO MARKET METROPOLITAN DISTRICT NO. 1

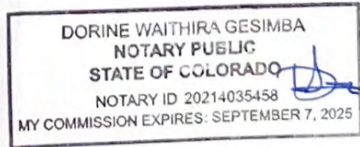
By: _____
President

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 16th day of December, 2022, by Laura H. Newman, as President of Denargo Market Metropolitan District No. 1.

Witness my hand and official seal.

My commission expires: September 7, 2025



Dorine Gesimba
Notary Public

**EXHIBIT B
FORM OF CHANGE ORDER**

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

CHANGE IN SCOPE OF SERVICES (describe):

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

APPROVED:

By: _____

District

APPROVED:

By: _____

Consultant

EXHIBIT A
SCOPE OF SERVICES/COMPENSATION

- Base Bid\$33,274.00
- Scope includes
 - Electrical demo of existing Metro District power panel pedestal
 - Demo of existing conduits/ branch wiring to new junction box location at sidewalk
 - Installation of new junction box at sidewalk planter
 - Installation of new raceway and branch wiring (40) to new cabinet location approximately 160' north
 - Excavation/ trenching and backfill
 - New concrete pad for power panel pedestal
 - Termination and testing of wiring
 - Scope excludes
 - Corrections to existing non-working items
 - Sawcutting, cutting, replacement of existing sidewalk
 - Housekeeping pads, formed concrete, etc.
 - Utility company charges
 - City and County of Denver Electrical Permit
 - Engineering/ drawings
 - Clarifications
 - This proposal assumes normal working hours (7:00am to 3:30pm)

Denargo Market Metro District Site Inspection and Construction Oversight

Weekly Field Report March 4, 2023

Triunity Personnel:

Matt Pollard – Field Engineer
Mike Kuyper – Project Manager

Summary of Significant Actionable Items:

- Resolve the parking signage and enforcement issues generally in the District, but especially on Wewatta Way where the street goes from north/south to east/west.
- Evaluate possible periodic maintenance including waste clearing, repainting of parking lines, and improved snow clearing.
- Contact AMLI apartment buildings about trash dumpster location and clearing.

Date and Time: Monday, February 27. Arrived 11:49 AM. Departed 12:37 PM. Fourteen (14) photos taken.

Weather and Site Conditions: 53°F. Partly cloudy. Snow melt is significant. Clear.

Road and Sidewalk:

Very little snow left over is an issue in the District. There are sections of sidewalks that are insignificantly blocked along Delgany St. Other parts of Delgany have debris and trash. None of this is critical but given the homeless presence in the area, periodic sweeping of the District and trash removal (car parts, broken glass, etc.) could be done. See Photos 1-4.

Traffic Operations:

Parking and signage issues at the bend of Wewatta Way remain the same and needs to be addressed. See Photo 5.

There was a Barnes Construction vehicle along Wewatta awaiting being unloaded. The hazard lights were functional and blinking. No employee or signage were present. This presented a blind turn for vehicles. A flagger or signage could have been present. The construction area was otherwise clear and in compliance. See Photos 6-8.

Trash dumpsters along the east/west section of Wewatta Way were again present, yet empty. See Photos 9-10.

Stormwater:

Stormwater conditions were in compliance in the District. No action required.

Other:



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Along the pedestrian walkway on Wewatta Way, a park sign has graffiti on it, appearing to be connected to the Gangster Disciples and/or Folk Nation. This may be outside the scope of this project or not in the jurisdiction of the District. This is included for the sake of completeness. The sign should be replaced, or the graffiti removed. See Photos 11-12.

The fenced lot at 2650 Arkins Ct had the outer fence open, and the inner fence damaged in the northeast corner of the site. This has allowed the homeless to access the site. This is included for the sake of completeness. The property owners should be informed. See Photos 13-14.



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Date and Time: Tuesday, February 28. Arrived 10:29 AM. Departed 11:00 AM. Nine (9) photos taken.

Weather and Site Conditions: 49°F. Partly cloudy. Snow melt is significant. Clear.

Road and Sidewalk:

The roads and sidewalks are clear from snow in the District due to melting in the last week. No action is required. See Photo 1 for one example of snow piled up due to plowing that is not obstructive but present.

Traffic Operations:

Parking and signage issues at the bend of Wewatta Way remain the same and needs to be addressed. See Photos 2-3.

There was a passenger vehicle and moving truck parked illegally on the street with no name that goes north/south between Delgany St and Wewatta Way. This was likely temporary and minimally obstructive but was included for the sake of completeness. This is further proof that traffic and parking enforcement could be improved in the District. See Photo 4.

The construction sites were both clear, well-maintained, and in compliance. The construction fence for 2650 Wewatta Way on the south side of the street is damaged and tilted northwards into the street. This is not yet an issue but should be monitored. The fence could obstruct traffic and be a site safety and security issue in the future. See Photos 5-7.

Trash dumpsters along the east/west section of Wewatta Way were again present and filled, ready for pickup. Stationary vehicles including a UPS truck and a moving truck in the street further inhibited traffic operations. See Photos 8-9.

Stormwater:

Stormwater conditions were in compliance in the District. No action required.



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Date and Time: Thursday, March 2. Arrived 2:35 PM. Departed 3:09 PM. Nine (9) photos taken.

Weather and Site Conditions: 48°F. Sunny. Snow melt is significant. Clear.

Road and Sidewalk:

The roads and sidewalks are clear from snow in the District. The remaining snow and rubbish, specifically on Delgany St are present. No immediate action required. See Photos 1-3.

Traffic Operations:

A passenger vehicle and moving truck were parked illegally on the unnamed street that goes north/south between Delgany St and Wewatta Way. This was likely temporary and minimally obstructive but was included for the sake of completeness. This is further proof that traffic and parking enforcement could be improved in the District. See Photo 4.

Parking and signage issues at the bend of Wewatta Way remain an issue. Pennrose cones were present to deter illegal parking and leave room for construction vehicle traffic operations. See Photos 5-6.

The construction sites were both clear, well-maintained, and in compliance. The fence remained minorly damaged and unchanged. No action required at this time. See Photo 8.

Trash dumpsters were not present on east/west section of Wewatta Way. This area was clear and compliant. See Photo 9.

Stormwater:

Stormwater conditions were in compliance in the District. No action required.

Other:

The temporary light fixture that was needed at 2700 Wewatta Way at the construction bungalow was installed, functional, and on. This resolves the outstanding concern about visibility and lighting safety in this area on Wewatta Way. See Photo 7.



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