

DENARGO MARKET METROPOLITAN DISTRICT NO. 1

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

NOTICE OF A SPECIAL MEETING AND AGENDA

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

DATE: November 17, 2020

TIME: 4:30 p.m.

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

CONFERENCE CALL NUMBER: **1-877-261-8991**
PASSCODE: **6168588**

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

<https://us02web.zoom.us/j/86431341658?pwd=UXY3UXRISHFWcDJoOHNUdzBZbFZlQT09>

Phone: 1 (253) 215-8782 or 1 (669) 900-6833
Meeting ID: 864 3134 1658
Password: 514426

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

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

- C. Review and approve the Minutes of the September 15, 2020 Special Meeting (enclosure).
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- D. Consider Regular Meeting dates for 2021 (suggested dates are March 16, 2021, June 15, 2021, September 21, 2021 and November 16, 2021 at 4:30 p.m.). Review and consider adoption of Resolution No. 2020-11-___; Resolution Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices (enclosure).
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II. **CONSENT AGENDA** – These items are considered to be routine and will be approved and/or ratified by one motion. There will be no separate discussion of these items unless a Board member so requests; in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda.

- Discuss §32-1-809, C.R.S., reporting requirements (Transparency Notice) and mode of eligible elector notification (2021 SDA Website).
 - Consider appointment of District Accountant to prepare and file the Application for Exemption from Audit for 2020.
 - Ratify approval of Service Agreement for Security Services by and between the District and Aquila Services Corporation d/b/a Denver Metro Protective Services.
 - Ratify approval of Service Agreement for Towing Services by and between the District and Towing Holdings, LLC d/b/a Wyatts Towing.
 - Ratify approval of Service Agreement for Site Lighting Inspection Services by and between the District and Colorado Lighting, Inc. (proposal - enclosed).
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III. **PUBLIC COMMENT**

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

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

Fund	Period Ending Oct. 7, 2020	Period Ending Nov. 9, 2020
General	\$ 20,796.17	\$ 17,268.60
Debt Service	\$ -0-	\$ -0-
Capital Projects	\$ -0-	\$ -0-
Total	\$ 20,796.17	\$ 17,268.60

- B. Review and accept the unaudited financial statements through the period ending September 30, 2020 and Schedule of Cash Position updated as of October 30, 2020 (enclosure).

- C. Conduct Public Hearing to consider Amendment to 2020 Budget and (if necessary) consider adoption of Resolution to Amend the 2020 Budget and Appropriate Expenditures.

- D. Conduct Public Hearing on the proposed 2021 Budget and consider adoption of Resolution to Adopt the 2021 Budget and Appropriate Sums of Money and Set Mill Levies for General Fund _____, Debt Service Fund _____, and Other Fund(s) _____ for a total mill levy of _____ (enclosures – preliminary AV and Resolutions, to be distributed - draft 2021 Budget).

- E. Consider authorizing the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

- F. Consider appointment of District Accountant to prepare the 2022 Budget.

V. LEGAL MATTERS

- A. _____

VI. OPERATIONS AND MAINTENANCE

- A. Operation and Maintenance Report.

 - 1. Consider approval of proposal from Rocky Mountain Biohazard for biohazard waste disposal, for the amount of \$6,500 (enclosure).

- B. Consider approval of 2021 Service Agreements:

 - 1. Landscaping Services with Brightview Landscape Services, Inc., for the annual amount of \$11,400 (proposal - enclosed).

2. Snow Removal Service with Brightview Landscape Services, Inc., (proposal - enclosed).

3. Construction Management Services with Trinity Engineering & Management, Inc., for the amount of \$23,668.75 (Change Order No. 4 - enclosed).

4. Detention Pond Maintenance Services with CDI Environmental Contractor (proposal - enclosed).

5. Locate Services.

VII. CAPTIAL MATTERS

A. Discuss permits:

1. Ratify approval of R-O-W Permit for Crest Exteriors LLC (enclosure).

2. Ratify approval of extensions of R-O-W Permit for Colorado First Construction d/b/a CFC Construction Inc. (enclosure).

VIII. OTHER MATTERS

- A. Confirm annual meeting for property owners and overlapping entities (enclosure-notice of meeting that was published on October 2, 2020).

- B. Presentation regarding new development.

IX. ADJOURNMENT **THERE ARE NO MORE REGULAR MEETINGS SCHEDULED FOR 2020.**

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE DENARGO MARKET METROPOLITAN DISTRICT NO. 1 HELD SEPTEMBER 15, 2020

A Special Meeting of the Board of Directors (referred to hereafter as the “Board”) of the Denargo Market Metropolitan District No. 1 (referred to hereafter as the “District”) was held on Tuesday, the 15th day of September, 2020, at 4:30 p.m. Due to concerns regarding the spread of the Coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, the District Board meeting was held and properly noticed to be held via telephone conference. The meeting was open to the public telephonically.

ATTENDANCE

Directors In Attendance Were:

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

Also In Attendance Were:

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

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

Jason Carroll and Matt Vigil; CliftonLarsonAllen LLP

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosure of Potential Conflicts of Interest: The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board and to the Secretary of State. It was noted that disclosures of potential conflicts of interest statements for each of the Directors had been filed with the Secretary of State seventy-two hours in advance of the meeting. Attorney Williams requested that the Directors consider whether they had any additional conflicts of interest to disclose. It was noted for the record that there were no additional disclosures made by the Directors present at the meeting and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with the statutes.

RECORD OF PROCEEDINGS

ADMINISTRATIVE MATTERS

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

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

Approval of Meeting Location: The Board entered into discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting.

Following discussion, upon motion duly made by Director Cabrera, seconded by Director Newman and, upon vote, unanimously carried, the Board determined that due to concerns regarding the spread of COVID-19 and the benefits to the control of the virus by limiting in-person contact, this meeting was conducted by teleconference. The Board further noted that notice of time, date and teleconference information was duly posted and that no objections, or any requests that the means of hosting the meeting be changed were received from taxpaying electors within the District's boundaries.

Minutes: The Board reviewed the Minutes of the June 16, 2020 Special Meeting.

Following discussion, upon motion duly made by Director Cabrera, seconded by Director Jones and, upon vote, unanimously carried, the Minutes of the June 16, 2020 Special Meeting were approved, as presented.

CONSENT AGENDA

The Board considered the following actions:

- Ratify approval of proposal from Arrowhead Landscape Services, Inc. for mulch installation in the park, for the amount of \$7,104.
- Ratify approval of proposal from Arrowhead Landscape Services, Inc. to string trim fence line and remove dead plant material in the park, for the amount of \$1,547.
- Ratify approval of proposal from Arrowhead Landscape Services, Inc to clean the detention pond and drain pan, for the amount of \$1,830.
- Ratify approval of Eligible Governmental Entity Agreement between the Statewide Internet Portal Authority of the State of Colorado and the District.

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

RECORD OF PROCEEDINGS

PUBLIC COMMENT

There were no public comments.

FINANCIAL MATTERS

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

Fund	Period Ending June 18, 2020	Period Ending July 09, 2020	Period Ending August 18, 2020	Period Ending Sept. 8, 2020
General	\$ 21,449.98	\$ 12,632.66	\$ 28,331.94	\$ 11,952.32
Debt Service	\$ -0-	\$ (17,027.85)	\$	\$
Capital Projects	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Total	\$ 21,449.98	\$ 12,632.66	\$ 28,331.94	\$ 11,952.32

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

Unaudited Financial Statements: Mr. Vigil reviewed with the Board the unaudited financial statements through the period ending June 30, 2020 and Schedule of Cash Position, updated as of September 14, 2020.

Following review, upon motion duly made by Director Newman, seconded by Director Jones and, upon vote, unanimously carried, the Board accepted the unaudited financial statements through the period ending June 30, 2020 and Schedule of Cash Position, updated as of September 14, 2020.

Budget Workshop: The Board determined to hold a Budget Workshop on Tuesday, October 27, 2020 at 4:30 p.m.

LEGAL MATTERS

Termination of Capital Pledge Agreement by and among Denargo Market Metropolitan District Nos. 1, 2 and 3, as amended September 29, 2016: Attorney Williams reviewed with the Board the Termination of Capital Pledge Agreement by and among Denargo Market Metropolitan District Nos. 1, 2 and 3, as amended September 29, 2016.

Following discussion, upon motion duly made by Director Newman, seconded by Director Jones and, upon vote, unanimously carried, the Board approved the Termination of Capital Pledge Agreement by and among Denargo Market Metropolitan District Nos. 1, 2 and 3, as amended September 29, 2016.

RECORD OF PROCEEDINGS

OPERATIONS AND MAINTENANCE

Operation and Maintenance Report: Ms. Finn provided an Operations Report.

Proposal from Arrowhead Landscape Services, Inc. for the Installation of Additional Mulch in the Tree Lawns, for the amount of \$4,075: The Board deferred discussion.

Proposal from Arrowhead Landscape Services, Inc. for the Installation of Rock in the Tree Lawn, for the amount of \$3,960: The Board deferred discussion.

2021 Service Agreements:

Landscape Services: Ms. Finn reviewed proposals for landscape services with the Board. The Board deferred action.

Snow Removal Service: Ms. Finn reviewed proposals for snow removal service with the Board. The Board deferred action.

Security Services: Ms. Finn reviewed proposals for security services with the Board. The Board deferred action.

Towing: Ms. Finn reviewed proposals for towing services with the Board. The Board deferred action.

Site Lighting Services: Ms. Finn reviewed proposals for site lighting services with the Board. The Board deferred action.

Construction Management Services: The Board deferred discussion.

Walk-Through: The Board requested a walk through of the site to determine necessary services. The walk-through was scheduled for September 22, 2020 at 9:00 a.m.

Cleaning of the Detention Pond: Ms. Finn noted for that cleaning of the detention pond had been completed for \$1,800.

CAPITAL MATTERS

Permits:

Public R-O-W Permit for CFC Construction Inc.: Ms. Finn noted for the Board the Public R-O-W Permit from CFC Construction Inc. has been extended to October 15, 2020.

RECORD OF PROCEEDINGS

Payment of Permit Fee: Ms. Finn advised the Board that CFC Construction Inc. had paid the permit fee for the extension, in the amount of \$8,744.

OTHER MATTERS

Presentation to Resident's Regarding the District and New Development:

The Board discussed the status of development of property surrounding the District. Director Newman reported that the Developer will provide a presentation of its proposed development plans at the November meeting. No action was taken by the Board.

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting

RESOLUTION NO. 2020 - 11 - ____

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE DENARGO MARKET METROPOLITAN DISTRICT NO. 1
ESTABLISHING REGULAR MEETING DATES, TIME, AND LOCATION, AND
DESIGNATING LOCATION FOR POSTING OF 24-HOUR NOTICES**

A. Pursuant to Section 32-1-903, C.R.S., special districts are required to designate a schedule for regular meetings, indicating the dates, time and location of said meetings.

B. Pursuant to Section 24-6-402(2)(c)(I), C.R.S., special districts are required to designate annually at the board of directors of the district's first regular meeting of each calendar year, the public place at which notice of the date, time and location of regular and special meetings ("**Notice of Meeting**") will be physically posted at least 24 hours prior to each meeting ("**Designated Public Place**"). A special district is deemed to have given full and timely notice of a regular or special meeting if it posts its Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.

C. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., special districts are relieved of the requirement to post the Notice of Meeting at the Designated Public Place, and are deemed to have given full and timely notice of a public meeting, if a special district posts the Notice of Meeting online on a public website of the special district ("**District Website**") at least 24 hours prior to each regular and special meeting.

D. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., if a special district is unable to post a Notice of Meeting on the District Website at least 24 hours prior to the meeting due to exigent or emergency circumstances, then it must physically post the Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.

E. Pursuant to Section 32-1-903, C.R.S., all special and regular meetings of the board shall be held at locations which are within the boundaries of the district or which are within the boundaries of any county in which the district is located, in whole or in part, or in any county so long as the meeting location does not exceed twenty (20) miles from the district boundaries unless such provision is waived.

F. The provisions of Section 32-1-903, C.R.S., may be waived if: (1) the proposed change of location of a meeting of the board appears on the agenda of a regular or special meeting; and (2) a resolution is adopted by the board stating the reason for which a meeting is to be held in a location other than under Section 32-1-903(1), C.R.S., and further stating the date, time and place of such meeting.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Denargo Market Metropolitan District No. 1 (the "**District**"), City and County of Denver, Colorado:

1. That the provisions of Section 32-1-903(1), C.R.S., be waived pursuant to the adoption of this Resolution.

2. That the Board of Directors (the “**District Board**”) has determined that conducting regular and special meetings pursuant to Section 32-1-903(1), C.R.S., would be inconvenient and costly for the directors and consultants of the District in that they live and/or work outside of the twenty (20) mile radius requirement.

3. That regular meetings of the District Board for the year 2021 shall be held on March 16, 2021, June 15, 2021 September 14, 2021 and November 16, 2021 at 4:30 p.m., at the AMLI Denargo Market Apartment Complex, 2525 Wewatta Way in the City and County of Denver, Colorado.

4. That special meetings of the District Board shall be held as often as the needs of the District require, upon notice to each director.

5. That, until circumstances change, and a future resolution of the District Board so designates, the location of all special and regular meetings of the District Board shall appear on the agenda(s) of said special and regular meetings.

6. That the residents and taxpaying electors of the District shall be given an opportunity to object to the meeting(s) location(s), and any such objections shall be considered by the District Board in setting future meetings.

7. That the District has established the following District Website, <https://www.colorado.gov/denargo>, and the Notice of Meeting of the District Board shall be posted on the District Website at least 24 hours prior to each regular and special meeting pursuant to Section 24-6-402(2)(c)(III), C.R.S. and Section 32-1-903(2), C.R.S.

8. That, if the District is unable to post the Notice of Meeting on the District Website at least 24 hours prior to each meeting due to exigent or emergency circumstances, the Notice of Meeting shall be posted within the boundaries of the District at least 24 hours prior to each meeting, pursuant to Section 24-6-402(2)(c)(I) and (III), C.R.S., at the following Designated Public Place:

1. On west side of Denargo Street just south of Wewatta Way on the southern boundary of Tract F

9. Special District Management Services, Inc., or his/her designee, is hereby appointed to post the above-referenced notices.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO RESOLUTION ESTABLISHING REGULAR MEETING
DATES, TIME, AND LOCATION, AND DESIGNATING LOCATION FOR 24-HOUR
NOTICES]**

RESOLUTION APPROVED AND ADOPTED on NOVEMBER 17th, 2020.

**DENARGO MARKET METROPOLITAN
DISTRICT NO. 1**

By: _____
President

Attest:

Secretary

LIGHTING INSPECTION AGREEMENT EXTERIOR

Customer: Denargo Market Metropolitan District #1
c/o Special District Management Services, Inc.
Attn: Ann Finn
Billing Address: 141 Union Blvd, Suite 150
Lakewood, CO 80228

This agreement made this _____ day of _____, 2020, by and between **Colorado Lighting, Inc.** (hereinafter referred to as **Contractor**) and **Denargo Market Metropolitan District #1 c/o Special District Management Services, Inc.** (hereinafter referred to as **Customer**) hereby states:

1. The Contractor agrees to inspect the **Denargo Market Metro District #1** property located at **28th St & Wewatta St, Denver, CO 80216** in **Denver County**, for all wall-pack and soffit lighting, parking lot lighting and monument signage.
2. The Contractor agrees to inspect the property once per month for the fee as shown below and return during normal business hours to complete repairs on a time and materials basis. Invoices will correspond with the provided map, showing numbered locations.
3. The Contractor agrees to verify all the time clock settings and to adjust accordingly:

March	ON	5:30 pm*	OFF	7:00 am
April		7:00 pm		6:00 am
June		8:00 pm		5:30 am
August		7:00 pm		6:30 am
September		6:30 pm		7:00 am
October		5:30 pm		7:30 am
November		4:30 pm*		7:30 am

*Adjustment for Daylight Savings/Standard Time change
*Service provided while onsite for repairs. Special circumstances to be billed T&M

4. Both Parties agree that this agreement does not cover warranty repairs to fixtures, poles or wiring damaged by high voltage surges, lightning, fire, strikes, accidents, government regulations or other causes unavoidable or beyond control.
5. The Customer agrees to pay the sum of **\$20.00** per month for services specified herein. Modifications to property lighting configuration can affect monthly fee and is subject to change with a 30-day notice. For example: remodel or upgrade.

6. This agreement shall be in effect upon completion of the Contractor's initial repair program and shall remain in full force and effect for a period of twelve (12) months from such time and shall continue for additional like periods, with a cost-of-living increase, unless notice of termination, with cause, is given in writing by either party thirty (30) days prior to the end of the month.
7. The Contractor agrees to carry Workman's Compensation and adequate Public Liability insurance for protection of the Customer. A copy of our standard insurance certificate is available upon request. A surcharge will be applied for any additional insurance requirements.
8. There are no warranties, express or implied, between the Parties hereto except as set forth herein and shall become binding only when accepted and signed by an Officer of the Contractor.
9. All spent material will be removed from the Customer's premises for disposal. Contractor will charge a fee of \$2.50 per HID lamp, \$0.72 per four-foot fluorescent lamp, \$1.44 per eight-foot fluorescent lamp, and ballasts are based on type and weight. All records of disposal will be kept on file by Contractor.
10. The information contained in the Agreement and associated with this Agreement, including but not limited to site maps or inspection logs, is privileged and confidential and intended only for the use of the individual named on this document. Any unauthorized review, use, disclosure, or distribution is prohibited and could result in monetary damages.

Accepted:

**Denargo Market Metropolitan District #1
c/o Special District Management Services, Inc.**

By:

Title:

Date:

Accepted:

Colorado Lighting, Inc.

By:

_____ *Chris Frank*

Title:

_____ **General Manager**

Date:

_____ **August 31, 2020**

<u>Check Issue Date</u>	<u>Check Number</u>	<u>Payee</u>	<u>Amount</u>
10/07/2020	9166	Cabrera, Donald	92.35
10/07/2020	9167	Jones, Jeffrey	92.35
10/07/2020	9168	Newman, Laura	92.35
10/07/2020	9169	Smith, David	92.35
10/07/2020	9170	Wenskoski, Todd	92.35
Grand Totals:			
	<u>5</u>		<u>461.75</u>

Denargo Metropolitan District No. 1

Oct-20

Vendor	Invoice #	Date	Due Date	Amount	Account Number
Arrowhead Landscape Services	20-699-18C	8/27/2020	10/7/2020	\$ 424.02	107810
Arrowhead Landscape Services	20-699-10	10/1/2020	10/7/2020	\$ 1,877.00	107585
Arrowhead Landscape Services	20-699-19C	9/10/2020	10/7/2020	\$ 170.00	107810
CliftonLarsonAllen LLP	2610902	9/12/2020	10/7/2020	\$ 2,455.16	107000
CliftonLarsonAllen LLP	2638986	10/14/2020	10/14/2020	\$ 2,233.77	107000
Colorado Lighting Inc	NI84156	9/11/2020	10/7/2020	\$ 20.00	107803
Colorado Lighting Inc	516492	9/24/2020	10/7/2020	\$ 173.30	107803
Colorado Special District Property & Liability Pool	POL-0004256	9/9/2020	10/7/2020	\$ 450.00	101255
Colorado Special District Property & Liability Pool	POL-0004242	9/9/2020	10/7/2020	\$ 450.00	101255
Denver Metro Protective Services	20-100192	9/30/2020	10/7/2020	\$ 130.00	107570
Denver Water	3250 September 2020	9/11/2020	10/7/2020	\$ 224.32	107701
Denver Water	3150 September 2020	9/11/2020	10/7/2020	\$ 1,114.72	107701
Diversified Underground	22381	8/31/2020	10/7/2020	\$ 269.00	107804
Mcgeady Becher P.C	1057W 08/2020	8/31/2020	10/7/2020	\$ 1,046.68	107460
Special District Management Services	D2 09/2020	9/30/2020	10/7/2020	\$ 288.20	107440
Special District Management Services	D1 09/2020	9/30/2020	10/7/2020	\$ 5,727.77	107440
Triunity	100517-13	10/1/2020	10/7/2020	\$ 3,036.00	107802
Utility Notification Center	220090398	9/30/2020	10/7/2020	\$ 22.35	107804
Xcel Energy	699996402	9/9/2020	10/7/2020	\$ 50.61	107701
Xcel Energy	700821440	9/15/2020	10/7/2020	\$ 171.52	107701
				\$ 20,334.42	

Denargo Market Metropolitan District No. 1
October-20

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 20,334.42		\$ -	\$ 20,334.42
Payroll	\$ 461.75	\$ -	\$ -	\$ 461.75
Total Disbursements from Checking Acct	<u>\$ 20,796.17</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 20,796.17</u>

<u>Check Issue Date</u>	<u>Check Number</u>	<u>Payee</u>	<u>Amount</u>
11/09/2020	9171	Cabrera, Donald	92.35
11/09/2020	9172	Jones, Jeffrey	92.35
11/09/2020	9173	Newman, Laura	92.35
11/09/2020	9174	Smith, David	92.35
11/09/2020	9175	Wenskoski, Todd	92.35
Grand Totals:			
	<u>5</u>		<u>461.75</u>

Denargo Metropolitan District
Nov-20

Vendor	Invoice #	Date	Due Date	Amount	Account Number
Arrowhead Landscape Services	20-699-19E	9/30/2020	9/30/2020	\$ 608.00	107810
Arrowhead Landscape Services	20-699-110A	10/2/2020	10/31/2020	\$ 68.00	107810
Arrowhead Landscape Services	20-699-11	11/1/2020	11/9/2020	\$ 1,877.00	107585
Arrowhead Landscape Services	20-699-17B	7/13/2020	11/9/2020	\$ 140.05	107810
Arrowhead Landscape Services	20-699-19D	9/22/2020	9/30/2020	\$ 567.46	107810
Arrowhead Landscape Services	20-699-19B	9/5/2020	9/30/2020	\$ 102.00	107810
CliftonLarsonAllen LLP	2669861	11/6/2020	11/6/2020	\$ 4,060.14	107000
Colorado Lighting Inc	N185242	9/30/2020	9/30/2020	\$ 20.00	107803
Colorado Special District Property & Liability Pool	POL-0004933	9/22/2020	9/22/2020	\$ 2,073.00	101255
Denver Metro Protective Services	20-110240	10/2/2020	10/31/2020	\$ 340.00	107570
Denver Water	3250 October 2020	10/12/2020	10/31/2020	\$ 196.32	107701
Denver Water	3150 October 2020	10/12/2020	10/31/2020	\$ 263.52	107701
Diversified Underground	22538	9/30/2020	9/30/2020	\$ 99.00	107804
Dodge Data & Analytics	A40030487	10/2/2020	10/31/2020	\$ 46.92	107480
Mcgeady Becher P.C	1057W 09/2020	9/30/2020	9/30/2020	\$ 1,975.00	107460
Rocky Mountain Biohazard	4844	10/23/2020	10/31/2020	\$ 375.00	107582
Special District Management Services	D1 10/2020	10/31/2020	10/31/2020	\$ 3,114.54	107440
Special District Management Services	D2 10/2020	10/31/2020	10/31/2020	\$ 176.80	107440
T Charles Wilson Insurance Service	9182	10/13/2020	10/31/2020	\$ 495.00	101255
Utility Notification Center	220100412	10/31/2020	10/31/2020	\$ 11.92	107804
Xcel Energy	704775533	10/14/2020	10/31/2020	\$ 149.00	107701
Xcel Energy	703952284	10/8/2020	10/29/2020	\$ 48.18	107701
				\$ 16,806.85	

Denargo Market Metropolitan District No. 1
November-20

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 16,806.85		\$ -	\$ 16,806.85
Payroll	\$ 461.75	\$ -	\$ -	\$ 461.75
Total Disbursements from Checking Acct	\$ 17,268.60	\$ -	\$ -	\$ 17,268.60

DENARGO MARKET METROPOLITAN DISTRICT NO. 1

FINANCIAL STATEMENTS

SEPTEMBER 30, 2020

DENARGO MARKET METROPOLITAN DISTRICT NO. 1
BALANCE SHEET - GOVERNMENTAL FUNDS
SEPTEMBER 30, 2020

		General
ASSETS		
Cash - Checking	\$	307,984
Colotrust		551
Prepaid expense		900
Due from District No. 2		2,754
TOTAL ASSETS	\$	312,189
LIABILITIES AND FUND BALANCES		
CURRENT LIABILITIES		
Accounts payable	\$	27,104
Payroll taxes payable		15
Damage Deposits		81,173
Total Liabilities		108,292
FUND BALANCES		
Total Fund Balances		203,897
TOTAL LIABILITIES AND FUND BALANCES	\$	312,189

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

DENARGO MARKET METROPOLITAN DISTRICT NO. 1
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN NET POSITION - BUDGET AND ACTUAL
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2020

GENERAL FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Interest income	\$ 2,000	\$ 4	\$ (1,996)
Other revenue	-	35	35
Permit fees	-	18,286	18,286
Transfer from District No. 2	295,067	285,009	(10,058)
TOTAL REVENUES	297,067	303,334	6,267
EXPENDITURES			
Accounting	24,500	21,268	3,232
Auditing	4,500	4,500	-
City of Denver annual fee	6,000	6,000	-
Detention Pond Cleanup	6,000	-	6,000
Directors' fees	1,000	1,000	-
District management	45,000	29,653	15,347
Election expense	1,500	2,257	(757)
Insurance and bonds	11,800	10,804	996
Landscape & irrigation repairs	45,535	29,411	16,124
Legal services	30,000	11,816	18,184
Locates	3,500	1,221	2,279
Miscellaneous	2,500	1,879	621
Payroll taxes	77	-	77
Repairs and maintenance	27,100	404	26,696
Security	7,500	1,680	5,820
Sight lighting	5,000	792	4,208
Site inspection	12,000	3,489	8,511
Snow removal	25,000	8,195	16,805
Street sweeping	2,000	-	2,000
Streets and sidewalk	7,000	-	7,000
Utilities	15,000	9,476	5,524
TOTAL EXPENDITURES	282,512	143,845	138,667
CHANGE IN NET POSITION	14,555	159,489	144,934
NET POSITION - BEGINNING	36,828	44,408	7,580
NET POSITION - ENDING	\$ 51,383	\$ 203,897	\$ 152,514

No assurance is provided on these financial statements. Substantially all required disclosure, 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
2020 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

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

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

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

Revenues

Property Taxes

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

Interest Income

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

Developer Advance

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

Expenditures

Administrative and Operating Expenditures

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

**DENARGO MARKET METROPOLITAN DISTRICT NO. 1
2020 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Debt and Leases

The District doesn't have any debt or leases.

Reserve Fund

Emergency Reserve

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

DENARGO MARKET METROPOLITAN DISTRICT NO. 1

Schedule of Cash Position

September 30, 2020

Updated as of October 30, 2020

	<u>General Fund</u>
<u>First Bank - Checking Account</u>	
Balance as of 09/30/20	\$ 307,984.01
Subsequent activities:	
10/05/20 Denver Water	(1,339.04)
10/06/20 Vouchers payable - bill.com	(11,952.32)
10/07/20 ADP Wages/Taxes	(461.75)
10/27/20 Vouchers payable - bill.com	(18,995.38)
10/30/20 Transfer from Denargo No. 2	2,753.94
<i>Anticipated Vouchers Payable - Denver Water</i>	<i>(1,339.04)</i>
<i>Anticipated transfer to ColoTrust</i>	<i>(271,650.42)</i>
<i>Anticipated Balance</i>	<u>5,000.00</u>
<u>ColoTrust</u>	
Balance as of 09/30/20	\$ 551.27
Subsequent activities:	
<i>Anticipated transfer from checking</i>	<u>271,650.42</u>
<i>Anticipated Balance</i>	<u>\$ 272,201.69</u>
Less Damage Deposits	(81,173.00)
<i>Total Available for Operations</i>	<u>\$ 196,028.69</u>

Yield information:

ColoTrust - 0.24% (09/30/20)

Certification of Valuation by County Assessor

Name of Jurisdiction Denargo Market Metropolitan District No 1 New Entity? Yes No
 IN Denver COUNTY, COLORADO ON August 24, 2020

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATIONS ("5.5%" LIMIT) ONLY

In accordance with 39-5-121(2)(a) and 39-5-128(1), C.R.S., and no later than August 25, the Assessor certifies the TOTAL VALUATION FOR ASSESSMENT for the taxable year 2020:

1. Previous year's NET TOTAL TAXABLE assessed valuation:	1.	\$30
2. Current year's GROSS TOTAL TAXABLE assessed valuation: <small>This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec. 20(8)(b), Colo. Constitution.</small>	2.	\$30
3. LESS TIF District Increment, If any:	3.	\$0
4. Current year's NET TOTAL TAXABLE assessed valuation:	4.	\$30
5. New Construction*: <small>New Construction is defined as: Taxable real property structures and the personal property connected with the structure.</small>	5.	\$0
6. Increased production of producing mine*:	6.	\$0
7. Annexations/Inclusions:	7.	\$0
8. Previously exempt Federal property*:	8.	\$0
9. New primary oil or gas production from any producing oil and gas leasehold or land (29-1-301(1)(b), C.R.S.): <small>Jurisdiction must apply (Form DLG 52B) to the division of Local Government before the value can be treated as growth in the limit calculation.</small>	9.	\$0
10. Taxes collected last year on omitted property as of August 1 (29-1-301(1)(a), C.R.S.):	10.	\$0
11. Taxes abated and refunded as of August 1 (29-1-301(1)(a), C.R.S. and (39-10-114(1)(a)(I)(B), C.R.S.):	11.	\$0

*Jurisdiction must submit respective certifications (Forms DLG 52 & 52A) to the Division of Local Government in order for the values to be treated as growth in the limit calculation.

USE FOR "TABOR LOCAL GROWTH" CALCULATIONS ONLY

In accordance with the provisions of Art. X, Sec. 20, Colo. Cons., and 39-5-121(2)(b), C.R.S., the Assessor certifies the TOTAL ACTUAL VALUATION for the taxable year 2020:

1. Current year's total actual value of ALL REAL PROPERTY: <small>This includes the actual value of all taxable real property plus the actual value of religious, private school, and charitable real property.</small>	1.	\$100
ADDITIONS to taxable real property:		
2. Construction of taxable real property improvements: <small>Construction is defined as newly constructed taxable real property structures.</small>	2.	\$0
3. Annexation/Inclusions:	3.	\$0
4. Increased mining production: <small>Includes production from new mines and increases in production of existing producing mines.</small>	4.	\$0
5. Previously exempt property:	5.	\$0
6. Oil or gas production from a new well:	6.	\$0
7. Taxable real property omitted from the previous year's tax warrant: <small>If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.)</small>	7.	\$0
DELETIONS from taxable real property:		
8. Destruction of taxable real property improvements:	8.	\$0
9. Disconnections/Exclusions:	9.	\$0
10. Previously taxable property:	10.	\$0

IN ACCORDANCE WITH 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS:

1. Total actual value of all taxable property:	1.	
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NOTE: ALL LEVIES MUST BE CERTIFIED to the COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.

RESOLUTION NO. 2020 - 11 - ____
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE DENARGO MARKET METROPOLITAN DISTRICT NO. 1
TO SET MILL LEVIES

WHEREAS, the Board of Directors of the Denargo Market Metropolitan District No. 1 (“District”) has adopted the 2021 annual budget in accordance with the Local Government Budget Law on November 17, 2020; and

WHEREAS, the adopted budget is attached to the Resolution of the Board of Directors to Adopt the 2021 Budget and Appropriate Sums of Money, and such budget is incorporated herein by this reference; and

WHEREAS, the amount of money necessary to balance the budget for general fund expenses from property tax revenue is identified in the budget; and

WHEREAS, the amount of money necessary to balance the budget for debt service fund expenses from property tax revenue is identified in the budget; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Denargo Market Metropolitan District No. 1:

1. That for the purposes of meeting all general fund expenses of the District during the 2021 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

2. That for the purposes of meeting all debt service fund expenses of the District during the 2021 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

3. That the District Accountant of the District is hereby authorized and directed to immediately certify to the County Commissioners of City and County of Denver, Colorado, the mill levies for the District as set forth in the District’s Certification of Tax Levies (attached hereto as **EXHIBIT A** and incorporated herein by reference), recalculated as needed upon receipt of the final certification of valuation from the County Assessor in order to comply with any applicable revenue and other budgetary limits.

ADOPTED this 17th day of November, 2020.

Secretary

(SEAL)

EXHIBIT A
(Certification of Tax Levies)

RESOLUTION NO. 2020 - 11 - ____
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE DENARGO MARKET METROPOLITAN DISTRICT NO. 1
TO ADOPT THE 2021 BUDGET AND APPROPRIATE SUMS OF MONEY

WHEREAS, the Board of Directors of the Denargo Market Metropolitan District No. 1 (“District”) has appointed the District Accountant to prepare and submit a proposed 2021 budget to the Board at the proper time; and

WHEREAS, the District Accountant has submitted a proposed budget to this Board on or before October 15, 2020, for its consideration; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on November 17, 2020, and interested electors were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, the budget has been prepared to comply with all terms, limitations and exemptions, including, but not limited to, reserve transfers and expenditure exemptions, under Article X, Section 20 of the Colorado Constitution ("TABOR") and other laws or obligations which are applicable to or binding upon the District; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law.

WHEREAS, the Board of Directors of the District has made provisions therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget; and

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, as more fully set forth in the budget, including any interfund transfers listed therein, so as not to impair the operations of the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Denargo Market Metropolitan District No. 1:

1. That the budget as submitted, amended, and summarized by fund, hereby is approved and adopted as the budget of the Denargo Market Metropolitan District No. 1 for the 2021 fiscal year.
2. That the budget, as hereby approved and adopted, shall be certified by the Secretary of the District to all appropriate agencies and is made a part of the public records of the District.

3. That the sums set forth as the total expenditures of each fund in the budget attached hereto as **EXHIBIT A** and incorporated herein by reference are hereby appropriated from the revenues of each fund, within each fund, for the purposes stated.

ADOPTED this 17th day of November, 2020.

Secretary

(SEAL)

EXHIBIT A
(Budget)

I, Ann Finn, hereby certify that I am the duly appointed Secretary of the Denargo Market Metropolitan District No. 1, and that the foregoing is a true and correct copy of the budget for the budget year 2021, duly adopted at a meeting of the Board of Directors of the Denargo Market Metropolitan District No. 1 held on November 17, 2020.

By: _____
Secretary

Waste Disposal - One Year Proposal

Denargo Market Metro District | 141 Union Blvd 150, Lakewood, CO 80228

#2370 | 11/05/2020



Services

Biohazard Waste Disposal - One year of service

Services to begin November 9, 2020 for one (1) year. Location of services to be at 29th and Delgany in Denver, Colorado.

Scope of Work:

- Removal and disposal of two (2) trash cans every two weeks
- Replacement of trash can liners and trash bags every two weeks
- Cleaning of trash and debris around trash cans, which may include biohazardous waste such as bodily fluids, drug paraphernalia, and human waste.
- Trash to be picked up on Monday (or day of choice by Client) every other week, starting November 9, 2020

Pricing:

- \$125.00 per trash can, \$250.00 every two weeks
- Additional trash cans will be charged at \$125.00 per can

Pricing for one (1) year, if two (2) cans are replaced every two weeks:

- 26 days of service
- \$6,500.00 **

** Note: In the unlikely event that there is an overly excessive amount of trash and debris that requires additional labor and disposal, pricing will be discussed for approval prior to service. Rocky Mountain Biohazard, Inc. will charge a fair and reasonable amount for any additional services that may be required.

Invoices will be billed monthly. This will take place on the first business day of the month to ensure the correct pricing is accounted for.

Rocky Mountain Biohazard

(303) 944-1760

info@rockymountainbiohazard.com

992 S. 4th St

Brighton, CO-80601

Subtotal

\$6,500.00

Total

\$6,500.00

Thank you for the opportunity to assist you. Please feel free to contact us if you have any questions.

LANDSCAPE SERVICES AGREEMENT *Terms and Conditions*

THIS LANDSCAPE SERVICES AGREEMENT (this "Agreement") is entered into as of October 2, 2020 between BrightView Landscape Services, Inc. ("BrightView"), and Denargo Market Metropolitan District ("Client"). If Client is other than the record owner of each property where goods or services will be delivered under this Agreement, then Client is executing and entering into this Agreement on its own behalf and as duly authorized agent for the record owner(s) of those properties.

NOW, THEREFORE, Client and BrightView mutually agree to the following terms and conditions:

1. Services.

- (a) For purposes of this Agreement: (i) the "Services" consist of the landscape maintenance, construction, irrigation, and other general landscape services described in the "Scope of Landscape Services" attached hereto, together with delivery or installation of any associated goods and materials, and (ii) the "Landscape Site(s)" consist of the exterior landscaped areas for each of the site(s) identified in the attached Scope of Landscape Services, where Services will be furnished by BrightView in accordance with the Scope of Landscape Services. More than one Scope of Landscape Services may be attached hereto, in the event of multiple Landscape Sites.
- (b) During the Term (defined below), BrightView shall furnish the Services or arrange for the Services to be furnished in accordance with applicable professional horticulture standards and any local requirements or regulations in effect, using appropriately trained, uniformed, and supervised personnel, and properly maintained equipment.
- (c) All tools, equipment, surplus materials, landscape waste materials and rubbish will be removed from each Landscape Site after Services are completed.
- (d) Any regulated substances required to be applied as part of the Services shall be applied in accordance with applicable laws and regulations by properly licensed personnel. Other materials shall be applied in accordance with the manufacturer's directions.

2. Term. The "Initial Term" of this Agreement shall start on January 1, 2021 and end on December 31, 2021. Thereafter, this Agreement shall renew automatically for successive one-year periods (each, a "Renewal Term") on each anniversary of the start date of the Initial Term (each, an "Anniversary Date"), unless either party gives written notice to the other party of its intent not to renew at least 90 days prior to the next Anniversary Date. The Initial Term, together with any Renewal Term, comprises the "Term."

3. Work Orders. If Client requests services from BrightView that are not set forth on the Scope of Landscape Services or at a worksite for which there is no attached Scope of Landscape Services, then BrightView may elect in its sole discretion to furnish such additional services and any related goods and materials pursuant to a written work authorization signed by Client (each, a "Work Order"). For services, goods, or materials furnished pursuant to a Work Order, payment shall be due from Client to BrightView as specified by such Work Order or, if unspecified in such Work Order, then upon delivery of the services, goods, and materials identified in the Work Order (the "Work Order Charges").

4. Insurance. During the Term, BrightView will maintain general liability insurance, automobile liability insurance, and workers' compensation insurance covering its activities in connection with the Services and any Work Order. Such insurance shall be in commercially reasonable amounts. Evidence of such insurance will be provided to Client upon request.

5. Cooperation.

- (a) Client will cooperate with BrightView to facilitate the Services, and will permit or schedule adequate access to the Landscape Site(s) as required to perform the Services safely, efficiently, and within any specified timeframes. Client will notify BrightView in writing of any limitation on access to Landscape Site(s) as soon as possible, and in any event at least 48 hours to any scheduled delivery of services, goods, or materials.
- (b) If required, Client will provide water with adequate spigots or hydrants or such other items as identified on the Scope of Landscape Services.
- (c) Client shall provide written notice to BrightView of any proposed change in the ownership or management of the Landscape Site(s) at least 30 days prior to the effective date of any such change. A change in the ownership or management of the Landscape Site(s) shall not relieve Client of its obligations hereunder, including but not limited to the payment of the Service Fee and any amounts due to BrightView with respect to any Work Order, unless Client shall have given proper notice of termination pursuant to this Agreement.

6. Service Fee.

- (a) For Services performed pursuant to this Agreement, Client shall pay BrightView an annual service fee of \$10,400 (The "Service Fee"), subject to annual adjustments as described below.
- (b) Client shall pay the Service Fee to BrightView in advance through monthly payments according to the attached Billing Information and Schedule (See attached Billing Schedule). If no Billing Information and Schedule is attached to this Agreement or if the attached Billing Information and Schedule does not specify the months and amounts due, then the Service Fee shall be payable in advance in consistent equal monthly installments, beginning in the month of January 2021). Monthly payments are due not later than the 10th calendar day of each month. Overdue Service Fees or Work Order Charges shall be subject to an administrative charge equal to the lower of: (i) 1.5% per month (18% per year) and (ii) the highest rate permitted by law, in either case multiplied by the unpaid balance. In addition to this administrative charge, Client shall reimburse BrightView

for all costs and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by BrightView in collecting overdue Service Fees, Work Order Charges, and administrative charges.

- (c) The parties hereby acknowledge that, notwithstanding the Service Fee, the monthly installment plan, and any Billing Information Schedule attached hereto, the types and frequency of services, goods, and materials furnished each month throughout the year may vary according to seasonal requirements and best horticultural practices. The monthly installment plan and Billing Information and Schedule are implemented for Client's convenience of payment only and billings do not necessarily reflect the actual cost or value of Services performed during any particular month or other billing period. If this Agreement is terminated for any reason on a date other than an Anniversary Date, then all sums paid by Client to BrightView for Services performed since the most recent Anniversary Date shall be subtracted from the time-and-materials value (as determined in good faith by BrightView) of Services performed since that date and, if the result is a positive number (a "Shortfall"), the Shortfall shall become due and payable and Client shall promptly pay such Shortfall to BrightView. A Shortfall is not liquidated or other damages arising from a termination of the Agreement but represents the portion of the charges for Services performed prior to but unpaid by Client as of the Termination Date. For the avoidance of doubt, in no event will a Shortfall invoiced to the Client exceed the total amount that would have been received by the Service Provider had the terminated Agreement continued uninterrupted until the end of its then current term.
- (d) Unless specified otherwise in the attached Billing Information and Schedule, every 12 months the Service Fee shall be increased by an amount calculated by multiplying the Service Fee for the immediately preceding 12 months by 3%.

7. Termination.

- (a) Either BrightView or Client may terminate this Agreement without cause upon 60 days prior written notice to the other party.
- (b) If either party materially breaches the terms of this Agreement and fails to cure such breach within 30 days after written notice from the non-breaching party specifying such breach, then the non-breaching party may elect to immediately terminate this Agreement by written notice to the breaching party. In addition to and without limiting the foregoing, if Client fails to timely pay any Service Fees, Work Order Charges, or administrative fees due under this Agreement, then BrightView may elect, in its sole discretion, to (i) delay or cancel Services without further notice to Client, and/or (ii) immediately terminate this Agreement upon written notice to Client.
- (c) Either BrightView or Client may immediately terminate this Agreement upon written notice to the other party if (i) the other party makes an assignment for the benefit of creditors, (ii) a petition of bankruptcy is filed by or against the other party or (iii) all or substantially all of the other party's property is levied upon or scheduled to be sold in a judicial proceeding.

8. General Provisions.

- (a) BrightView will at all times perform the Services and any Work Order in accordance with all applicable workplace safety requirements and standards promulgated by federal and local authorities. BrightView will not at any time provide safety evaluation, inspection, or consulting services under this Agreement or any Work Order for the benefit of Client or any third party and, consequently, Client shall not rely on BrightView to provide such safety-related services at any time. Further, BrightView does not and will not at any time provide representations, warranties, or assurances as to the safety (or lack of safety) of any Landscape Site(s) or Work Order site with respect to periods before, during, or after Services are performed or Work Order services are performed and, consequently, Client shall not rely on BrightView to provide any such assurances at any time. If Client desires safety evaluation, inspection, or consulting services, or safety representations, warranties, or assurances, then BrightView and Client may execute and enter into a separate written agreement whereby BrightView will assist Client for an additional fee only in identifying (without recommending) third-party service providers that Client may then, in Client's sole discretion, elect to engage independently to obtain safety services and/or assurances.
- (b) This Agreement shall be governed by the law of the state where the Services will be furnished. If the Services will be furnished in more than one state, then the law of the Commonwealth of Pennsylvania will govern this Agreement, except with regard to its conflicts of laws doctrines. Both parties expressly agree that any and all legal proceedings arising under this Agreement will be brought exclusively in the state and federal courts located in the Commonwealth of Pennsylvania.
- (c) Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with BrightView or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization. This Agreement is binding on, and inures to the benefit of, the parties hereto (including the record owner of the Landscape Site(s) if other than Client) and their respective heirs, legal representatives, successors and assigns.
- (d) This Agreement, together with any attached Billing Information and Schedule, attached Scope of Landscaping Services, Work Order hereunder, and any other schedules and exhibits attached hereto, constitute the entire agreement of the parties with respect to the Services and Work Orders and supersedes all prior contracts or agreements with respect to the Services or Work Orders, whether oral or written.
- (e) Except as otherwise provided herein, this Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by both Client and BrightView.
- (f) The waiver by Client or BrightView of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach by Client or BrightView of such provision or any other provision.

(g) BrightView's total liability for any losses, damages, and expenses of any type whatsoever incurred by Client or any of its affiliates, guests, tenants, invitees, and lessees ("Losses"), which are caused by wrongful acts or omissions of BrightView in connection with, or related to, BrightView's performance of the Services, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to BrightView hereunder. In no event will BrightView be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to BrightView in advance or could have been reasonably foreseen by BrightView. Further, BrightView shall not be liable for any Losses resulting from the provision of Services or performance of any Work Order hereunder, if such Losses are due to causes or conditions beyond its reasonable control, including but not limited to Losses in any

way related to or associated with state or local water regulations or mandates or BrightView's compliance or good faith efforts to comply with state or local water regulations or mandates.

(h) BrightView's performance will be excused to the extent BrightView is unable to perform as a result of accidents, acts of God, extreme weather conditions, inability to secure labor and/or products, fire, earthquake and rules, regulations or restrictions imposed by any government or governmental agency, or other delays or failure of performance beyond the commercially reasonable control of BrightView. For purposes of this Agreement, the parties agree specifically that water conservation regulations or guidelines are specifically included within the above referenced regulations or restrictions, and that BrightView shall not be liable for any failure to perform as a direct or indirect result of BrightView's compliance with or good faith efforts to comply with state or local water regulations or mandates.

BrightView and Client hereby agree to the foregoing terms and conditions as of the date first set forth above.

By signing this Agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter into this Agreement on its own behalf and on behalf of the record owner of each Landscape Site, and that this Agreement is a legally binding obligation of the undersigned and the record owner of each Landscape Site.

BrightView Landscape Services, Inc.

By: _____

Name: Dave Hanson

Title: Senior Vice President

Date: -

CLIENT

By: _____

Name: _____

Title: _____

Date: -

BrightView Landscapes, LLC and each of its subsidiaries ("BrightView") is committed to taking care of each other, our clients and communities. The BrightView Code of Conduct, which is located at https://www.brightview.com/sites/default/files/bv_code_of_conduct.pdf keeps us true to our values.

If you become aware of a violation of the BrightView Code, we encourage you to report it by:

- Filing a report at www.brightviewconcerns.com; or
- Calling our 24-hour, 7-day per week compliance hotline at (800) 461-9330.

Thank you for your confidence in partnering with BrightView.



JOB #
ALPHA

This Billing Information and Schedule document is incorporated into the Landscape Services Agreement by this reference upon execution by Client and Service Provider. In the event multiple Statements of Work or Work Orders are attached to this Services Agreement as provided herein, each such Statement of Work or Work Order shall be mutually exclusive of each other.

Billing Information and Schedule

Landscape Site Name:*	Denargo Market Metro District	Landscape Site Location:	3200 Denargo Street Denver, CO 80216
Client Business Name:	Denargo Market Metro District	Client Contact Name:	Robert Graham
Client Contact Telephone:	303-987-0835	Client Contact Email:	rgraham@sdmsi.com
Billing Business Name:	Special District Management Services, Inc.	Billing Contact Name:	Ann Finn
Billing Contact Telephone:	720-270-9822	Billing Contact Address:	141 Union Boulevard, Suite 150 Lakewood, CO 80228
BrightView Contact Name:	Mike Crespin	BrightView Contact Telephone:	303-761-9262

Note: If this Agreement applies to multiple sites, then check here and attach a list of the sites with this information and pricing.

Billing Schedule:

Term 1 - 2021			
January 1 st	\$ <u>950</u>		
February 1 st	\$ <u>950</u>		
March 1 st	\$ <u>950</u>		
April 1 st	\$ <u>950</u>		
May 1 st	\$ <u>950</u>	June	
1 st	\$ <u>950</u>		
July 1 st	\$ <u>950</u>		
August 1 st	\$ <u>950</u>		
September 1 st	\$ 950		
October 1 st	\$ 950		
November 1 st	\$ <u>950</u>		
December 1 st	\$ <u>950</u>		
Total Service Fee: \$11,400			

Additional notes on Billing Information and Schedule

BrightView Landscape Services, Inc

By: _____

Name: James Gillen

Title: Vice President – General Manager

Date: -

CLIENT

By: _____

Name:

Title: _____

Date:



Scope of Landscape Services

Landscape Site Name:*	Denargo Market Metro District	Landscape Site Location:	3200 Denargo Street Denver, CO 80216
Client Business Name:	Denargo Market Metro District	Client Contact Name:	Robert Graham
Client Contact Telephone:	303-987-0835	Client Contact Email:	rgraham@sdmsi.com

Description of Services at this Landscape Site (attach diagrams if necessary):

“Service Specifications for Contract Landscape Management.”

I. Scope of Work:

Contractor shall furnish all supervision, labor, material, equipment and transportation required to maintain the landscape throughout the contract period, as specified herein.

II. Turf Care:

A. Mowing: Included Frequencies: 26

Turf areas shall be mowed weekly from May through September, and as needed during other seasons. Frequencies of mowing shall vary in the Spring and Fall due to seasonal weather conditions and turf growth rates. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticulturally correct for the turf variety taking into account the season.

Clippings shall be mulched and not caught or removed from turf areas unless they are lying in swaths which may damage the lawn.

B. String Trimming: Included Frequencies: 26

Vertical obstacles will be trimmed around to assure a neat and attractive appearance at the time of each mowing.

C. Edging: Included Frequencies : 13

All turf areas adjacent to sidewalks shall be edged.

D. Blowing: Included Frequencies: 26

Sidewalk and curb areas adjacent to landscaped areas will be blown and kept clean with the use of power-operated blowers at the time of each mowing. This does not include the blowing of car ports and/or parking lots.

E. Aeration: Included Frequencies: 1

Core aeration will be performed with walk behind and/or a tow behind aerator. Aeration plugs shall be left and not caught or removed from the turf areas.

F. Fertilization: Included Frequencies: 1 Season-Release Application

Turf shall be fertilized as warranted with a commercial fertilizer to promote a healthy appearance.

G. Broadleaf Weed Control: Included Frequencies: 1 Pre-emergent weed control Application and 2 Post-emergent Applications

Turf shall be kept reasonably free of weeds by the use of chemical herbicide to promote a healthy appearance. If association is not satisfied with turf color, weed control or overall health, then contractor agrees to supply additional applications as needed.

III. **Shrubs and Bed Areas**

A. *Shrub Pruning: 1*

Shrubs shall be pruned to maintain the natural form of the plant and to maintain growth within space limitations, timing of pruning may vary from plant species. This excludes pruning necessitated by storm damage, disease, neglected overgrowth or winterkill. Industry standard pruning practices do not include hand pruning or shearing of plants into boxes, squares, balls, etc., unless required by the design.

Ornamental grasses will be cut one time per year, typically in late winter, to approximately ¼ of the existing height.

Perennial cut back will be dead-headed during the late summer / early fall, and will be trimmed as appropriate for each species once all flowering has stopped

B. *Weed Control: Included Frequencies: 26*

Beds, sidewalks and curb/gutter will be kept reasonably free of broadleaf or grassy weeds, preferably with post-emergent/contact herbicides, or with manual removal (hand-pulling).

IV. **Tree Care:**

A. *Limbing: Included Frequencies: 1*

Maintenance pruning of all applicable trees to 8-10 feet in height will be accomplished according to industry accepted standards, and as is appropriate for each species in its particular stage of growth and development.

B. Volunteer suckers and shooters on trees will be removed to maintain a clean appearance.

C. Trees in turf areas will be neatly “ringed” at the base of the tree (approximately 3’ in diameter) to prevent damage from mowing equipment

V. **Native Areas:**

A. *Native Turf Mowing: Included Frequencies: N/A*

Designated and established native areas will be cut at the most appropriate times of the season (as agreed upon by the Client). Areas accessible by a mower and perimeter areas that require string trimming will be addressed. Any steeply sloped areas, areas designated for drainage, or other such “informal” native areas are not included as part of the scope of work.

Areas considered to be “Beauty Bands” include those which extend 4-6’ from any native walking paths, sidewalks, or homeowner abutting fences. These will be cut 3X which is in addition to the 1 full native mowings mentioned above

B. *Post Emergent Broadleaf Weed Control: Included Frequencies: N/A*

Native / Alternate Turf shall be kept reasonably free of weeds by the use of chemical herbicide to promote a healthy appearance. This work shall take place in those areas mentioned above under “Native Turf Mowing”

VI. **Irrigation System:**

A. *Activation: Included Frequencies: 1*

Seasonal activation of the irrigation system will be performed in the spring as weather conditions dictate. Contractor will be responsible for determining when to activate the system. At the time of activation, all necessary repairs will be performed to bring the system up to operating condition. Repairs will be performed and billed on a time and material or not to exceed basis at the expense of the Owner/Client.

B. *Monitoring: Included Frequencies: 20-22*

Monitoring of the system will occur throughout the growing season. Programming may be periodically adjusted according to weather conditions, seasonal changes, and the needs of the landscape. In the event any

malfunctions are found, repair will be performed and billed on a time and material or not to exceed basis at the expense of the Owner/Client. Damages caused by BrightView Landscape Services, Inc.. during the normal course of operations will be repaired by BrightView Landscape Services, Inc.. in a prompt manner at no expense to the Owner/Client.

During extended cold or rainy periods, landscape irrigation may be shut off. Occasional rainstorms or cold weather may not constitute an adequate reason for full system shut/down protection.

Meter reading, usage tracking and reporting is not included but can be performed on a time and material basis if requested by Owner/Client

C. Deactivation / Winterization: *Included Frequencies: 1*

Seasonal deactivation and winterization of the irrigation system will be performed in the fall of each year, typically in October or November, depending upon weather conditions. The irrigation system will be drained of water and will have forced air injected into the lateral and pressure lines.

Exterior backflow wrapping or draining is not included but may be performed and billed at \$65 / hr + materials per device if weather warrants. Backflow wrapping or draining prevents freeze damage when the system is pressurized.

D. Emergency Service Calls:

Emergency service calls will be made upon request of the Owner/Client. Emergencies are rare and are usually related to main line breaks or faulty valves that may cause flooding. Emergencies are defined as after-hours calls between the hours of 5:00pm and 8:00am Monday-Friday, all day Saturday and Sunday, and recognized holidays. Emergency services will be performed upon request and billed on a time and material or not to exceed basis at the expense of the Owner/Client.

VII. **Landscape Debris & Trash Cleanup**:

A. Growing Season: *Included Frequencies: 26*

All landscape areas shall be inspected each day and excess landscape debris and trash removed. This shall include the changing of neighborhood trash receptacles as they become full. Debris clean-up does not include the cleanup of pet waste (but does include servicing of pet waste stations), parking lots, or parking structures, nor does it include clean-up of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God. These items will be billed on a time and materials basis upon approval of Owner/Client.

B. Dormant Season: *Included Frequencies: 26*

All landscape areas shall be inspected each day and excess landscape debris and trash removed. This shall include the changing of neighborhood trash receptacles as they become full. Debris clean-up does not include the cleanup of pet waste or pet stations, parking lots, or parking structures, nor does it include cleanup of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God. These items will be billed on a time and materials basis upon approval of Owner/Client.

VIII. **Spring Cleanup**: *Included Frequencies: 1*

Debris shall be picked up and disposed of from maintained turf and rock/mulch bed areas. Debris shall be managed using all means available including blowing, raking, vacuuming, and mowing/mulching to maintain a neat appearance. Weather conditions may shorten or lengthen the process of debris removal. Debris cleanup does not include the cleanup of pet waste (but does include servicing of pet waste stations), trash cans, parking lots, or parking structures, nor does it include clean-up of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God.

IX. **Fall Cleanup**: *Included Frequencies: 1*

Typically in November, fallen leaves shall be picked up and disposed of from maintained turf and rock/mulch bed areas. Leaves shall be managed using all means available including blowing, raking, vacuuming, and mowing/mulching to maintain a neat appearance. Weather conditions may shorten or lengthen the process of leaf removal. Leaves that have not fallen from trees or shrubs during contract term are not within the scope of the contract. Leaf cleanup in October will be performed during regular scheduled mowing visits. Upon request, a price will be provided for additional services.

Debris clean-up does not include the cleanup of pet waste, trash cans, parking lots, or parking structures, nor does it include cleanup of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God.

X. **Bio-Hazards:**

Contractor shall not be responsible for policing, picking up, removing or disposing of certain materials that may be bio-hazards on the Owner/Client's property. This includes, but is not limited to, items such as hypodermic needles (Sharps/needles) will not be handled by the Contractor's employees at any time), condoms, feminine hygiene products, clothing or materials used in the process of cleaning up bodily fluids. Contractor shall only be obligated to report/communicate any observations of potential bio-hazards to the Owner/Client for their appropriate removal by others, unless previously arranged by the Owner/Client and Contractor.

ADDITIONAL SERVICES AVAILABLE

Beyond those services made a part of the base contract, BrightView Landscape Services, Inc. offers a number of additional landscape management services to help beautify, protect, and keep safe your landscape. These services include:

1. Tree Trimming
2. Irrigation Meter Reading, Usage Tracking and Reporting
3. Winter Watering
4. Landscape enhancement and beautification services, including design and construction, turf renovation, plant replacement, and irrigation repair and upgrade/installation



Master Snow Management Agreement

▪ **EFFECTIVE DATE:** 10/1/2020

▪ **PARTIES:**

Client Name:	Denargo Market Metropolitan District		
Street Address:	3200 Denargo St. Denver, CO 80216		
Office Phone:	303-987-0835	Office Fax:	-
Contact Name:	Robert Graham	Contact Title:	Field Manager
Contact Phone:	720-270-9822	Contact Email:	rgraham@sdmsi.com

This agreement (“Agreement”) is entered into as of the Effective Date between the above client (“Client”), and **BrightView Landscape Services, Inc.** (“BrightView”). Client and BrightView are sometimes referred to herein individually as a “Party” and collectively as the “Parties”. The Parties agree that BrightView or its affiliates (each, a “Provider”) may provide Services under this Agreement in accordance with an executed Service Order substantially in the form of Exhibit attached hereto.

1. SERVICES: During the Term (defined below) of this Agreement, Client may engage BrightView to perform (i) snow maintenance, salting, hauling, or other general snow-related services or (ii) property enhancement services (collectively, the “Services”). The location of the performance of Services (each a “Service Location”), a complete description of the Services, the term of Services, and applicable pricing shall be set forth in a Service Order that is provided by BrightView, separately executed by the parties, and references this Agreement. Client shall provide adequate access to each Service Location for performing the Services and, if required, Client shall provide storage and any other items designated on the Service Order. Changes to a Service Order, including, additional services or fees, shall be set forth in writing that is executed by the parties hereto.

BrightView shall select all materials and equipment that will be used in connection with the Services. To the extent that Client requires BrightView to use materials or equipment that was not selected by BrightView (“Client Materials”), BrightView shall have no obligation to Client for any damage caused by Services rendered hereunder to the extent such damages are caused directly or indirectly by the use of any Client Materials.

2. SERVICE FEES: In consideration for Services rendered hereunder, Client shall pay BrightView the service fees indicated on the applicable Service Order, subject to adjustments described below (the “Service Fees”). Payment of all Service Fees shall be due and payable thirty (30) days after the date of BrightView’s invoice. A late charge equal to the greater of 1.5% per month or the highest amount permitted by law, shall be applied to any overdue Service Fees and promptly paid by Client. In addition to this late charge, Client shall reimburse BrightView for all costs and expenses (including but not limited to attorneys’ fees and

court costs) which are reasonably incurred by BrightView in collecting overdue Service Fees and late charges.

In the event that, during the performance of Services under any Service Order, the cost of materials or fuel (collectively, “Variable Costs”) required by BrightView to perform the Services increases by more than twenty percent (20%) over the Variable Costs on the date of execution of the Service Order, the Service Fee under said Service Order shall be increased by an amount equal to the increase in the Variable Costs. All cost increases shall be documented by BrightView through quotes, invoices, or receipts and provided to Client upon request.

3. TERM: The term of this Agreement (“Term”) shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms herein.

4. TERMINATION: Either Client or BrightView may terminate this Agreement and/or any Service Order as follows: (i) without cause by giving sixty (60) days’ prior written notice to the other party; (ii) immediately in the event that the other party materially breaches any term of this Agreement or any Service Order, and fails to cure such breach within thirty (30) days after receiving written notice thereof; (iii) immediately upon written notice to the other party if: (a) the other party or record owner of any Service Location makes an assignment for the benefit of creditors, (b) a petition of bankruptcy is filed by or against the other party, or (c) all or substantially all of the other party’s property is levied upon or sold in a judicial proceeding.

Notwithstanding anything herein to the contrary, BrightView may delay or cancel performance of Services at any Service Location, in its sole discretion, if Client fails to pay any Service Fees, late charges, and collection costs due under this Agreement and/or any Service Order or foreclosure proceedings are initiated with respect to such Service Location.

Termination of this Agreement alone will not result in the termination of any previously entered into Service Order, and the terms of this Agreement will continue in effect for purposes of such Service Order, and the sole effect of terminating this Agreement will be to terminate the ability of either party to enter into subsequent Service Orders that incorporate the terms of this Agreement.

Master Snow Management Agreement

Upon any termination of this Agreement or a Service Order, Client shall pay BrightView for all fees and expenses accrued by BrightView up to and including the effective date of termination at the rates set forth in the applicable Service Order. Sections 2, 5, 6, 7, 8 and 12 shall survive the expiration or termination of this Agreement or any Service Order.

5. REPRESENTATIONS AND WARRANTIES: Each party represents and warrants on behalf of itself that it has full power and authority to enter into this Agreement and that this Agreement is a legally binding obligation. BrightView further represents and warrants that it will perform the Services in accordance with all applicable workplace safety requirements and standards promulgated by federal, state, and local authorities.

6. INDEMNIFICATION: As may be limited by applicable state law, BrightView agrees to indemnify, hold harmless and defend Client from and against any and all liability for loss, damage or expense, resulting from third party claims, for which Client may be held liable by reason of bodily injury or property damage to the extent caused by the negligent acts or omissions of BrightView during the performance of the Services, expressly excluding any damage or loss resulting from the use of Client Materials or caused by or relating to the negligence or willful misconduct of Client.

BrightView or each affiliate, as applicable, will be severally (and not jointly and severally) liable for the performance or breach under this Agreement entered into by BrightView or affiliate.

7. LIMITATION OF LIABILITY: BrightView's total liability for any losses, damages, and expenses of any type whatsoever incurred by Client or any of its affiliates, guests, tenants, invitees, and lessees ("Losses"), which are caused directly or indirectly by acts or omissions of BrightView in connection with, or related to, the Services hereunder, including but not limited to any breach of BrightView's obligations hereunder, shall be limited solely to direct and actual damages in an aggregate amount not to exceed the amounts actually paid to BrightView hereunder. In no event will BrightView be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to BrightView in advance or could have been reasonably foreseen by BrightView. Further, BrightView shall not be liable for any losses resulting from the provision of services or performance of any work hereunder, if such Losses are due to causes of conditions beyond its reasonable control and BrightView shall only be responsible for Losses determined by a court of competent jurisdiction to have been caused solely by BrightView's gross negligence or willful misconduct.

8. INSURANCE: Prior to commencement of any work under a Service Order, BrightView shall, at its sole expense, maintain the following types of insurance on its own behalf with insurance companies lawfully authorized to do business in the jurisdiction in which the work is located and, upon request, furnish to Client Certificates of Insurance evidencing the same.

(a) Workers' Compensation and Employers Liability: in the State in which the work is to be performed and elsewhere as may be required.

(i) Workers' Compensation Coverage: Statutory Requirements

(ii) Employers Liability Limits not less than:

Bodily Injury by Accident: \$1,000,000 Each Accident
Bodily Injury by Disease: \$1,000,000 Each Employee
Bodily Injury by Disease: \$1,000,000 Policy Limit

(iii) Including Waiver of Right to Recover from Others Endorsement (WC 00 0313) where permitted by state law, naming Client.

(b) Commercial General Liability: (including Premises Operations, Independent Contractors, Products/Completed Operations, Personal Injury, and Broad Form Property Damage).

Occurrence Form with the following limits:

(i) General Aggregate: \$4,000,000
(ii) Products/Completed Operations Aggregate: \$2,000,000
(iii) Each Occurrence: \$2,000,000
(iv) Personal and Advertising Injury: \$2,000,000

(c) Automobile Liability:

(i) Coverage to include All Owned, Hired and Non-Owned Vehicles (Any Auto)

(ii) Per Accident Combined Single Limit \$2,000,000

(d) Commercial Umbrella Liability:

(i) Occurrence Limit: \$10,000,000
(ii) Aggregate Limit: \$10,000,000

(e) Financial Rating and Admitted Status of Insurance Companies:

(i) A.M. Best Rating: A- (Excellent) or Higher

(ii) A.M. Best Financial Size Category: Class VII or Higher

9. DISCLAIMER. By signing this Agreement, Client acknowledges and agrees that (a) snow or ice may accumulate while Services are being performed, (b) even when there is no precipitation present, snow may blow or drift onto a Service Location or be brushed onto cars, parking, and driving areas or walkways, and (c) properly plowed snow may melt and refreeze after Services are fully performed. Accordingly, Client understands and agrees that (i) BrightView cannot guarantee that the performance of the Services will remove all snow and ice from any Service Location, and (ii) some snow or ice may still be present at a Service Location during or after the performance of Services.

10. FORCE MAJEURE: BrightView's performance will be excused to the extent BrightView is unable to perform as a result of strikes, accidents, acts of God, extreme weather conditions, inability to secure labor and/or products, fire, earthquake and rules, regulations or restrictions imposed by any government or governmental agency, or other delays or failure of performance beyond the commercially reasonable control of BrightView.

11. NOTICES: Any notice required by this Agreement or any Service Order shall be in writing and given by hand

Master Snow Management Agreement

delivery confirmed email transmission or by depositing such written notice in the U.S. mail, certified and postage prepaid. In the case of Client, notices shall be sent to the party at the address set forth in the preamble to this Agreement. In the case of BrightView, notices shall be sent to the branch address listed in the Service Order with a copy to BrightView Landscapes, LLC, 980 Jolley Road, Suite 300, Blue Bell, PA 19422, Attn: Office of the General Counsel.

Client must provide at least 10 days’ prior written notice to BrightView, Attn.: Legal Department/Contracts, 980 Jolley Road, Suite 300, Blue Bell, PA 19422 if: (i) Service Fees required to be paid pursuant to this Agreement or any Service Order are subject to a bona fide dispute and (ii) Client intends to pay, in full satisfaction of such disputed Service Fees, less than the amount invoiced by BrightView.

12. GENERAL: This Agreement and any Service Order hereunder shall be governed by either (a) the law of the state in which the Service Location is located, or (b) if Service Locations are located in more than one state, then the laws of the Commonwealth of Pennsylvania, without regard to conflicts of laws doctrines and each party consents to the jurisdiction and exclusive venue therein. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration hearing shall take place before a single arbitrator. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

This Agreement and any Service Order may not be assigned by either party without the prior written approval of the other party except that either party may assign this Agreement or a

Service Order to: (i) a parent, affiliate, or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. This Agreement is binding on and inures to the benefit of the parties hereto (including the record owner of the Service Location(s) if other than the Client) and their respective heirs, legal representatives, successors and permitted assigns. Any purported assignment in violation of this section shall be void. Notwithstanding the foregoing, BrightView may subcontract Services to qualified providers, without the prior written consent of the Client.

This Agreement constitutes the entire agreement of the parties with respect to the Services and supersedes all prior contracts or agreements with respect to the Services, whether oral or written.

Except as otherwise provided herein, this Agreement or any Service Order may be amended or modified from time to time only by a written instrument executed and agreed to by both the Client and BrightView. The express or implied waiver by either party of a breach of any provision of this Agreement or any Service Order shall not operate or be construed as a waiver by them of any other or subsequent breach of such provision or any other provision. This Agreement or any Service Order is not valid or binding unless and until in writing signed by a duly authorized representative of both parties. This Agreement or any Service Order may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute a single instrument and may be delivered by facsimile or electronic transmission.

In the event of any inconsistency between the terms of this Agreement and the terms of a Service Order(s), the terms of this Agreement shall govern.

This Master Snow Management Agreement is hereby entered into between BrightView and Client as of the Effective Date shown above.

Denargo Market Metropolitan District

BRIGHTVIEW (as defined in the first paragraph)

“Client”)

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

BrightView Landscapes, LLC and each of its subsidiaries (“BrightView”) is committed to taking care of each other, our clients and communities. The BrightView Code of Conduct, which is located at https://www.brightview.com/sites/default/files/bv_code_of_conduct.pdf keeps us true to our values. If you become aware of a violation of the BrightView Code, we encourage you to report it by:

- Filing a report at www.brightviewconcerns.com; or
- Calling our 24-hour, 7-day per week compliance hotline at (800) 461-9330.

Thank you for your confidence in partnering with BrightView.

CLIENT PRICING AGREEMENT

2020.



Annual Snow Service Order

BrightView Landscape Services, Inc. (BrightView)

10/2/2020 15:43

40060_BVLS Denver East

12570 E. 39th Avenue Denver CO 80239

Ph: (303) 288-2701

• SERVICE LOCATION (Location)

Loc ID Location Name Estimate
 DENARGO MARKET METRO DISTRIC

Location Address 3200 Denargo St., Denver, CO 80216
~~8073 ALTON ST., DENVER, CO 80238~~

• CLIENT INFORMATION (Client)

Client ID Company Name
 SPECIAL DISTRICT MANAGEMENT SERVICES, INC

Billing Address
 141 UNION BLVD., SUITE 150, LAKEWOOD, CO 80228

• SCOPE OF SERVICES

Service Start: **10/01/2020**

Service End: **05/31/2021**

Start Season: **2020**

<u>Vehicle Site Area(s) (VEH)</u>	<u>Service Start Trigger</u>	<u>Pedestrian Sites Areas (PED)</u>	<u>Service Start Trigger</u>
N/A		Sidewalks	2"

BrightView is only responsible for performing Services in the selected Site Areas after the indicated Service Trigger is reached. Services requested before the Trigger is met shall begin upon a reasonable period after notification from the Client and may result in additional fees. Services provided under this agreement shall be directed and managed by BrightView in order to maintain safe conditions in the Site Areas indicated.

- Client Declines to have BrightView stake the Location.
- BrightView will not be responsible for damages caused to roads, curbs, road-edges, turf-edges or other objects not properly identified.
- Bulk de-icing material will be purchased (Supplied) by the Client and applied by the Client.
- Bagged de-icing material will be purchased (Supplied) by BrightView and applied by BrightView.
- All Time & Material Rates are Port-to-Port, and are subject to minimum fees as noted in the Price Schedule
- All prices exclude any applicable sales tax, should client request tax to be included BrightView may automatically adjust the price if tax laws change to reflect such increase.

By signing this Service Order, Client acknowledges and agrees that (a) snow or ice may accumulate while Services are being performed, (b) even when there is no precipitation present, snow may blow or drift onto a Service Location or be brushed onto cars, parking, and driving areas or walkways, and (c) properly plowed snow may melt and refreeze after Services are fully performed. Accordingly, Client understands and agrees that (i) BrightView cannot guarantee that the performance of the Services will remove all snow and ice from any Service Location, and (ii) some snow or ice may still be present at a Service Location during or after the performance of Services.

CLIENT PRICING AGREEMENT

2020.



Annual Snow Service Order

BrightView Landscape Services, Inc. (BrightView)

10/2/2020 15:43

40060_BVLS Denver East

12570 E. 39th Avenue Denver CO 80239

Ph: (303) 288-2701

• **PRICE SCHEDULE** BrightView will be compensated for work performed at the Service Location according to the agreed to prices shown below. All listed equipment items includes the respective equipment and required operator.

Category	Area	Service/Unit Description	Unit	Min. Chg.	Price	Price	Price	Price	2020 Price
TM		Crew Member	Hr	1 Hr					\$65.00
TM		Utility Vehicles (ATV, Kubota, etc.)	Hr	1 Hr					\$95.00
TM		Snowrator	Hr	1 Hr					\$95.00
TM		Skid Steer	Hr	1 Hr					\$150.00
TM		Bag Ice Melt Applied	50 lbs	1 Bag					\$45.00

• **ORDER EFFECTIVE DATE:** This Service Order is accepted by BrightView and Client and forms part of the Master Snow Management Agreement signed by the parties and restates and replaces any Service Order previously agreed to for the above Location.

For BrightView: _____
Printed: _____ 10/1/2020
Email: _____
Title: _____

For Client: _____
Printed: _____ 10/1/2020
Email: _____
Title: _____


CHANGE ORDER NO. 4

Change Order No: 4	Date Issued: October 7, 2020
Name of Agreement: Service Agreement For Site Inspections Services/Construction Oversight	
Date of Agreement: April 10, 2017	District(s): Denargo Market Metropolitan District No. 1
Other Party/Parties: Triunity Engineering & Management, Inc.	

CHANGE IN SCOPE OF SERVICES (describe):	
Extending the termination date from December 31, 2020 to December 31, 2021.	
Construction Manager approx. 130 hours/year @ \$142.00/Hr =	\$18,460.00
Permit Closure Coordinator approx. 40 hours/year @ \$105.00/Hr =	\$ 4,200.00
Project Coordinator approx. 15 hours/year @ \$67.25/Hr =	<u>\$ 1,008.75</u>
ESTIMATED TOTAL FOR 2021:	\$23,668.75

CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: \$	Original Term: Expires December 31, 2017 Change Order No. 3 : Extended termination date to December 31, 2020
Increase of this Change Order: \$	New Term: Expires December 31, 2021
Price with all Approved Change Orders: \$	Agreement Time with all Approved Change Orders: December 31, 2021

APPROVED:	
By:	
	District

APPROVED:	
By:	
	Consultant



ENVIRONMENTAL CONTRACTOR

5585 W. Airport Rd
Sedalia, Colorado 80135

☎ 303.471.1522 📠 303.470.3197 ✉ sales@cdi-services.com

To: SDMS	Contact: Robert Graham
Address: 141 Union Boulevard, Suite 150 Lakewood, CO 80228	Phone: 303-987-0835
	Fax: 303-987-2032
Project Name: Denargo Market Metro District Detention Pond Maintenance 2021	Bid Number:
Project Location: Denver, CO	Bid Date: 11/2/2020
Addendum #: 0	

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Pond Area Inspection (Spring, Mid-season, And Fall) To Ensure Outlet And Inlet Structures Are Clear Of Trash And Debris.	3.00	EACH	\$400.00	\$1,200.00
Cleaning And Off Site Disposal Of Sediment, Trash, Weeds, Vegetation Including Trees Up To 2" Cal.	2.00	EACH	\$4,000.00	\$8,000.00
Cleaning Of The Pond, Trickle Channel, Forebay, Micropool, Well Screens, Restrictor Plate And Orifice Plate Of The Outlet Structure.				

Total Bid Price: \$9,200.00

Notes:

- If a third mid season treatment is required it will be billed at the same unit rate.
- This proposal does not include Restoration or Rehabilitation scopes of work.
- This bid does not include the handling or disposal of bio hazardous materials.
- This bid does not include removal of abandon vehicles, equipment or illegally disposed of materials.
- This bid does not include pest, mosquito or or algae treatment or control.
- No work is included in this proposal unless specifically identified above.
- This bid does not include soil import, soil export, soil placement, or grading.
- This bid does not include traffic control.
- This bid does not include engineering, permits or testing.
- This bid does not include surveying or layout.
- This bid does not include a bond.
- Additional mobilizations will be charged at the unit price.
- Required job training. If required training is not disclosed at the time of estimate, labor time needed for training will be charged at a T&M rate.
- Owner Controlled Insurance Program (OCIP) has not been included in this bid. If enrollment in an Owner Controlled Insurance Program (OCIP) is required, a deduction in contract value is not allowed.
- Any fees for billing or project management platforms such as Textura are not included in this proposal and will be billed as an additional cost to the project.
- The work in this bid is not subject to retention.
- **This proposal is good for 60 days following the date given on the proposal.**

Consolidated Divisions, Inc. dba **CDI** | ENVIRONMENTAL CONTRACTOR
An Equal Opportunity Employer

Payment Terms:

Payment due 30 days from invoice.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Consolidated Divisions, Inc Db a CDI Environmental Contractors</p> <p>Authorized Signature: _____</p> <p>Estimator: Jamie Salisbury 303.241.1853 jamies@cdi-services.com</p>
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**DENARGO MARKET METROPOLITAN DISTRICT NO. 1
CONSTRUCTION ACTIVITY PERMIT**

Contractor Name: Crest Exteriors
Contractor Address: 1209 N AVE Ste 13
Contact Name: Art Runyan Phone #: 760-969-8673
Contact Email: Art.runyan@Crestroof.com
Date of Receipt of Construction Activity Permit Fee: 10-27-20
Effective Date of Construction Activity Permit: 10-28-20

The Board of Directors of the Denargo Market Metropolitan District No. 1 (the "District") hereby issues this Construction Activity Permit (the "Permit") to the Contractor listed above pursuant to the District's Rules and Regulations for Construction Activity (the "Rules and Regulations"), which are incorporated herein by reference, and subject to the following conditions. All terms not expressly defined in this Permit shall have the meaning ascribed to them in the Rules and Regulations.

1. Construction of the Project may commence on 10-28-20, subject to the District's receipt of the Construction Activity Permit Fee in the amount of \$ 11,250⁰⁰.
2. The Permit shall not be issued by the District until Art Runyan has made payment of the Construction Activity Permit Fee.
3. Art Runyan shall submit Project plans and specifications, including, but not limited to, plans for traffic control on 10-24-20, which plans shall be incorporated within this Permit.
4. Construction of the Project (including any impact to District Property) shall not commence until delivery of the Letter of Credit or other form of Damage Deposit in an amount and form acceptable to the District in its reasonable discretion. The Damage Deposit shall be issued in the amount of 100% of the total estimated replacement cost, as agreed upon by the District, of all District Property impacted by the Project.
5. Prior to issuance of the Permit, Art Runyan will conduct a site inspection of the Project with the District Manager to document Baseline Conditions, which Baseline Conditions shall be incorporated within the is Permit, and submit revised cost estimates for the Damage Deposit, which estimate shall be subject to the review and approval of the District Manager in consultation with the District Board, which approval shall not be unreasonably withheld.
6. Art Runyan shall maintain storm drainage along District streets at its cost and expense during construction.
7. Art Runyan shall be responsible for the costs of maintenance, repair and replacement, as needed, of all District Property (including streets, sidewalks, site lighting, landscaping and irrigation facilities) damaged during construction.
8. Art Runyan shall provide written notification to the District Manager of street closures at least 72 hours prior to anticipated closure, except in event of emergency.

**DENARGO MARKET METROPOLITAN DISTRICT NO. 1
CONSTRUCTION ACTIVITY PERMIT**

9. Art Runyon shall comply with the District's Rules and Regulations, as may be amended, including the City and County of Denver regulations incorporated in the Rules and Regulations. To the extent Art Runyon needs to close or occupy any portion of a District-owned roadway during construction, Art Runyon shall use the City and County of Denver Street Occupancy Request Form, attached hereto as **Exhibit A**, to request closure or occupancy of any District-owned roadway.
10. Art Runyon shall identify off-street parking and construction staging area options by 10-28, 2020.
11. Art Runyon shall maintain at its expense No Parking signs on all parking closure areas throughout the duration of Project.
12. Violations of these Permit conditions or violations of the Rules and Regulations may subject MCR to fines imposed by the District pursuant to the Rules and Regulations. Pursuant to Section 32-1-1001(1)(j), C.R.S., any fines imposed by the District pursuant to its adopted Rules and Regulations shall, until paid, constitute a perpetual lien on and against the property, which lien may, in the event of non-payment of such fine, be foreclosed upon in the same manner as provided by the laws of the State of Colorado for the foreclosure of mechanics' liens.

SIGNATURE PAGE FOLLOWS

**DENARGO MARKET METROPOLITAN DISTRICT NO. 1
CONSTRUCTION ACTIVITY PERMIT**

By its signature below, the Contractor hereby acknowledges and agrees to comply with the terms of this Permit and the District's Rules and Regulations.

CONTRACTOR:

By: Crest Exteriors

Its: 

**DISTRICT:
DENARGO MARKET METROPOLITAN
DISTRICT NO. 1**


Officer

EXHIBIT A

CITY AND COUNTY OF DENVER – STREET OCCUPANCY REQUEST FORMS

Worksheet: Right-Of-Way Street Occupancy Permit

Company Name: 0 Street Occupancy Permit#: _____
 Street Occupancy Location: _____ Work Hours Requested: _____

City Block Lengths: CBD - #Streets = 290 ft; Name Streets = 430 ft; East/West Streets = 310 ft; North/South Streets 640ft

Traffic Lanes: Peak Hours: (Weekdays 6am-8:30am, 3:30pm-6pm, & All 24hrs Closures)

TCP #1

Collectors And Arterial Lane Closures:

	Price/Lane		Days		Work Zone		Taper Length		
Peak Hours:	Parking Lane: \$0.50	x	128	x	(175	+	0)	=	\$11,200.00
	1st Lane: \$0.50	x	128	x	(+)	=	\$0.00
	2nd Lanes: \$1.00	x	128	x	(+)	=	\$0.00
	3rd Lanes: \$2.00	x	128	x	(+)	=	\$0.00
					(Distance from 1st cone to last cone)				
Off Peak Hours:	Parking Lane: \$0.45	x	128	x	(+)	=	\$0.00
	1st Lane: \$0.45	x	128	x	(+)	=	\$0.00
	2nd Lanes: \$0.90	x	128	x	(+)	=	\$0.00
	3rd Lanes: \$1.80	x	128	x	(+)	=	\$0.00
					(Distance from 1st cone to last cone)				

Detour Fees:

Peak Hours:	Price/Lane: \$0.50	x	128	x	Length of Detour, LF	=	\$0.00
Off Peak Hours:	Price/Lane: \$0.45	x	128	x	Length of Detour, LF	=	\$0.00

Residential:

1 Lane:	Price/Lane: \$0.15	x	128	x	Work Zone (0	+	Taper Length)	=	\$0.00
	(Maintaining one lane of access)								
Full:	Price: \$0.30	x	128	x	Entire length of Road	=	\$0.00		
	(No Access)								

Alley Closure:

Residential:	Full	Price/Ft: \$0.30	x	128	x	Length of Closure (Entire length of alley)	=	\$0.00
	Partial	Price/Ft: \$0.15	x	128	x	Length of Closure	=	\$0.00
CBD and Cherry Creek:	Full	Price/Ft: \$0.50	x	128	x	Length of Closure (Entire length of alley)	=	\$0.00
	Partial	Price/Ft: \$0.25	x	128	x	Length of Closure	=	\$0.00

Sidewalk Closure: (Will be charged for entire length of block)

Residential:	Price/Ft: \$0.15	x	128	x	Length of Closure	=	\$0.00
Collectors & Arterials:	Price/Ft: \$0.25	x	128	x	Length of Closure	=	\$0.00
CBD & Cherry Creek:	Price/Ft: \$0.05	x	128	x	Length of Closure x Width	=	\$0.00

Covered Walkways:

Residential:	Price/Ft: \$0.15	x	128	x	Length of Closure	x 10%	=	\$0.00
Collectors & Arterials:	Price/Ft: \$0.25	x	128	x	Length of Closure	x Width x 10%	=	\$0.00
CBD & Cherry Creek:	Price/Ft: \$0.05	x	128	x	Length of Closure	x Width x 10%	=	\$0.00

Permit Issuance and Inspection Fee:	=	\$50.00
Re-Application Fee (for any TCP that is denied for accuracy/compliance with MUTCD) \$100	=	\$0.00
Unauthorized Closure Fee (or reinstatement of revoked permit) up to \$500 per day of non-compliance	=	\$0.00
Non-Standard Time Frame Fee (any request outside of normal process) \$500	=	\$0.00
Total	=	\$11,250.00

Non Standard Occupancy Fee: Unauthorized sidewalk, street, or alley closure or reinstatement of revoked permit

Fee is approved by: _____	=	\$0.00
Total	=	\$11,250.00



1209 N AVE, STE 13
PLANO, TX 75074
972-675-7663

FIRST NATIONAL BANK
SOUTHWEST
4500 PRESTON RD
FRISCO, TX 75034

22434

10/26/2020

PAY TO THE
ORDER OF

Denargo Market Metropolitan District NO. 1

\$**11,250.00

Eleven thousand two hundred fifty and 00/100*****

DOLLARS

Denargo Market Metropolitan District NO. 1

VOID AFTER 90 DAYS

AUTHORIZED SIGNATURE

MEMO: MFD-371, Permit for road closure

⑆022434⑆ ⑆11250.00⑆



DENVER THE MILE HIGH CITY

Public Works Right of Way Permit Application

City and County of Denver Public Works Permit Operations 2000 West 3rd Avenue, Room 107 Denver, CO 80223-1027 Telephone: (303) 446-3469 www.denvergov.com

Application must include completed form and Traffic Plan(s). Submit to: Email - PWpermits@denvergov.org

All applicable fields must be completed prior to submission of Request for Street Occupancy.

Note: Minimum Review Time For Occupancy Permits is 5 business days.

Company Name: CFCC Contractor License #: 20685
Company Address: 14062 Denver West Parkway, Bldg 52, Suite 110 Plumber/Sewer License #:
Contact's Name: Troy Ballard Off Phone: 303-277-8600
Contact's Email: roy.ballard@cfcc.com Cell Phone: 661-212-0600

Is This an official City funded project? [] Yes [x] No Project #:
City Agency & Contact: Phone:

Project Address & Location: Denargo III - 2520 Wewatta Way
Purpose: Construction of New Apartment Building
Requested Dates: 10/16/20 To 1/18/21 Requested Times: 24 Hours
Additional Comments:

Does your project need to bag/cover any Parking Meters? [] Yes [x] No
If Yes, please complete the Parking Meter Request Form.

Does your project need to excavate/bore in the Right of Way? [] Yes [] No
If Yes, please complete the section below.

Table with 2 rows for Right of Way Cut Request and Cut Type, and 2 rows for Right of Way Cut Size/Quantity (Estimated Cost) with columns for Length, Width, Total Area, and Est. Cost.

Does your project require a Right of Way Construction Permit? [] Yes [] No
Examples: pedestrian ramp, curbcuts, sidewalks, etc... (See Standard Drawing)
If Yes, please complete the work sheet.

For City Use Only: Do not write below line. This Approval is only for the Street Occupancy Permit.
Status: [] Approved [] Denied
TCS / Engineer's Signature Date Permit Number
Any modification after approval of original permit will require a resubmittal.

Worksheet: Right-Of-Way Street Occupancy Permit

Company Name: CFCC Street Occupancy Permit#: _____
 Street Occupancy Location: _____ Work Hours Requested: _____

City Block Lengths: CBD - #Streets = 290 ft; Name Streets = 430 ft; East/West Streets = 310 ft; North/South Streets 640ft

Traffic Lanes: Peak Hours: (Weekdays 6am-8:30am, 3:30pm-6pm, & All 24hrs Closures)

**Wewatta
Way**

Collectors And Arterial Lane Closures:

	Price/Lane		Days		Work Zone	+	Taper Length	=	
Peak Hours:	Parking Lane: \$0.50	x	95	x	(95	+	()	=	\$4,512.50
	1st Lane: \$0.50	x	95	x	()	+	()	=	\$0.00
	2nd Lanes: \$1.00	x	95	x	()	+	()	=	\$0.00
	3rd Lanes: \$2.00	x	95	x	()	+	()	=	\$0.00
(Distance from 1st cone to last cone)									
	Price/Lane		Days		Work Zone	+	Taper Length	=	
Off Peak Hours:	Parking Lane: \$0.45	x	95	x	()	+	()	=	\$0.00
	1st Lane: \$0.45	x	95	x	()	+	()	=	\$0.00
	2nd Lanes: \$0.90	x	95	x	()	+	()	=	\$0.00
	3rd Lanes: \$1.80	x	95	x	()	+	()	=	\$0.00
(Distance from 1st cone to last cone)									

Detour Fees:

Peak Hours:	Price/Lane: \$0.50	x	Days: 95	x	Length of Detour, LF: ()	=	\$0.00
Off Peak Hours:	Price/Lane: \$0.45	x	Days: 95	x	Length of Detour, LF: ()	=	\$0.00

Residential:

1 Lane:	Price/Lane: \$0.15	x	Days: 95	x	Work Zone: ()	+	Taper Length: ()	=	\$0.00
(Maintaining one lane of access)									
Full:	Price: \$0.30	x	Days: 95	x	Entire length of Road: ()	=	\$0.00		
(No Access)									

Alley Closure:

Residential:	Full	Price/Ft: \$0.30	x	Days: 95	x	Length of Closure: ()	=	\$0.00
							(Entire length of alley)	
	Partial	Price/Ft: \$0.15	x	Days: 95	x	Length of Closure: ()	=	\$0.00
CBD and Cherry Creek:	Full	Price/Ft: \$0.50	x	Days: 95	x	Length of Closure: ()	=	\$0.00
							(Entire length of alley)	
	Partial	Price/Ft: \$0.25	x	Days: 95	x	Length of Closure: ()	=	\$0.00

Sidewalk Closure: (Will be charged for entire length of block)

Residential:	Price/Ft: \$0.15	x	Days: 95	x	Length of Closure: 252	=	\$3,591.00
Collectors & Arterials:	Price/Ft: \$0.25	x	Days: 95	x	Width: ()	=	\$0.00
CBD & Cherry Creek:	Price/Ft: \$0.05	x	Days: 95	x	Width: ()	=	\$0.00

Covered Walkways:

Residential:	Price/Ft: \$0.15	x	Days: 95	x	Length of Closure: ()	x 10%	=	\$0.00
Collectors & Arterials:	Price/Ft: \$0.25	x	Days: 95	x	Width: ()	x 10%	=	\$0.00
CBD & Cherry Creek:	Price/Ft: \$0.05	x	Days: 95	x	Width: ()	x 10%	=	\$0.00

Permit Issuance and Inspection Fee:	=	
Re-Application Fee (for any TCP that is denied for accuracy/compliance with MUTCD) \$100	=	\$0.00
Unauthorized Closure Fee (or reinstatement of revoked permit) up to \$500 per day of non-compliance	=	\$0.00
Non-Standard Time Frame Fee (any request outside of normal process) \$500	=	\$0.00
Total	=	\$8,103.50

Non Standard Occupancy Fee: Unauthorized sidewalk, street, or alley closure or reinstatement of revoked permit

Fee is approved by:	=	\$0.00
Total	=	\$8,103.50

VENDOR NO.	VENDOR NAME	CHECK NUMBER
69713	Denargo Market Metropolitan District No. 1	57709

TRANSACTION NUMBER	REFERENCE	DATE	DESCRIPTION	GROSS AMOUNT	DISCOUNT	RETAINAGE	PREVIOUS	BALANCE	NET AMOUNT
1120 25	110320	11/03/20	Sidewalk Closure	8,103.50	0.00	0.00	0.00	0.00	8,103.50
VENDOR NO.				GROSS AMOUNT	DISCOUNT	RETAINAGE	PREVIOUS	BALANCE	NET AMOUNT
69713				8,103.50	0.00	0.00	0.00	0.00	8,103.50



CFC / Colorado First Construction
 14062 Denver West Parkway Suite 110
 Golden, CO 80401
 PH: (303) 277-8600 FAX: (303) 277-0042

CITYWIDE BANKS
 THORNTON, COLORADO 80023

82-595/1070

057709

DATE	CHECK NO.	AMOUNT
11/05/20	57709	\$8,103.50

Eight thousand one hundred three and 50 / 100 Dollars

Denargo Market Metropolitan District No. 1
 c/o SDMS
 141 Union Blvd., Ste. 150
 Lakewood CO 80228

CFC CONSTRUCTION, INC.

PAY
 TO THE
 ORDER
 OF



[Signature]
 AUTHORIZED SIGNATURE

Security features. Details on back

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

NOTICE is hereby given that a meeting of the Board of Directors of the Denargo Market Metropolitan District Nos. 1 and 2, of the City and County of Denver, State of Colorado, shall be held at 4:30 p.m. on Tuesday, November 17, 2020. Due to concerns regarding the spread of the Coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, this District Board meeting will be held by conference call at 1-877-261-8991 and when prompted, dial in the passcode of 6168588.

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

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

DENARGO MARKET METROPOLITAN
DISTRICT NOS. 1 AND 2

By: /s/ Ann E. Finn
Secretary

Published: October 2, 2020 in The Daily Journal
