

# DENARGO MARKET METROPOLITAN DISTRICT NO. 1

141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228-1898  
Tel: 303-987-0835 · 800-741-3254  
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## 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: September 15, 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 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**

### I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

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B. Approve Agenda confirm location of the meeting.

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C. Review and approve the Minutes of the June 16, 2020 Special Meeting (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.

- Ratify approval of proposal from Arrowhead Landscape Services, Inc. for mulch installation in the park, for the amount of \$7,104 (enclosure).

- 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 (enclosure).
  - Ratify approval of proposal from Arrowhead Landscape Services, Inc to clean the detention pond and drain pan, for the amount of \$1,830 (enclosure).
  - Ratify approval of Eligible Governmental Entity Agreement between the Statewide Internet Portal Authority of the State of Colorado and Denargo Market Metropolitan District No. 1 (“the District”).
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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):

<b>Fund</b>	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-
<b>Total</b>	<b>\$ 21,449.98</b>	<b>\$ (4,395.19)</b>	<b>\$ 28,331.94</b>	<b>\$ 11,952.32</b>

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- B. Review and accept the unaudited financial statements through the period ending \_\_\_\_\_, 2020 and Schedule of Cash Position updated as of \_\_\_\_\_, 2020 (to be distributed).
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- C. Discuss scheduling a 2021 budget workshop.
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V. LEGAL MATTERS

- A. Review and consider Termination of Capital Pledge Agreement by and among Denargo Market Metropolitan District Nos. 1, 2 and 3, as amended September 29, 2016 (enclosure).
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VI. OPERATIONS AND MAINTENANCE

A. Operation and Maintenance Report.

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1. Discuss proposal from Arrowhead Landscape Services, Inc. for the installation of additional mulch in the tree lawns, for the amount of \$4,075 (enclosure).  

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2. Discuss proposal from Arrowhead Landscape Services, Inc. for the installation of rock in the tree lawn, for the amount of \$3,960 (enclosure).  

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B. Discuss 2021 Service Agreements:

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1. Landscaping Services (to be distributed).  

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2. Snow Removal Service (enclosures).  

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3. Security Services.  

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4. Towing Services.  

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5. Site Lighting Services (enclosure).  

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6. Construction Management Services (to be distributed).  

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C. Discuss status of the cleaning of the detention pond.

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VII. CAPTIAL MATTERS

A. Ratify approval of Permits:

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1. Public R-O-W Permit for CFC Construction, Inc. (enclosure).
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- a. Discuss status of payment of the permit fee, in the amount of \$8,744.
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VIII. OTHER MATTERS

- A. Discuss status of presentation to District residents regarding new development.
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IX. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR  
NOVEMBER 17, 2020 – BUDGET HEARING**

Additional Enclosures:

- Notice from the City and County of Denver Department of Finance regarding the Extension Waiver of Interest on Late Payment of Property Taxes (enclosure).

# RECORD OF PROCEEDINGS

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## MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE DENARGO MARKET METROPOLITAN DISTRICT NO. 1 HELD JUNE 16, 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 16<sup>th</sup> day of June, 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.

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. Ms. Finn 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

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

**Meeting Location:** The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. Following discussion, and upon motion duly made by Director Cabrera, seconded by Director Jones 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 spread of the virus by limiting in-person contact, this meeting was conducted by teleconference and public participation was encouraged via teleconference. The Board further noted that notice providing the time, date and teleconference information was duly posted and that no objections, or requests that the means of hosting the meeting be changed were received from taxpaying electors within the District's boundaries.

**Status of the District's Website:** Ms. Finn noted the District's website was established.

**May 5, 2020 Election:** Ms. Finn advised the Board that the May 5, 2020 election was cancelled, as allowed under Colorado law, by the Designated Election Official because there were no more candidates than positions available on the Board of Directors. It was noted that Directors Newman and Cabrera were deemed elected to 3-year terms ending in May, 2023.

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

President	Laura H. Newman
Treasurer	Donald D. Cabrera
Secretary	Ann E. Finn
Assistant Secretary	Jeffrey D. Jones
Assistant Secretary	David H. Smith
Assistant Secretary	Todd T. Wenskoski

**Minutes:** The Board reviewed the Minutes of the November 19, 2019 Regular Meeting.

## RECORD OF PROCEEDINGS

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Following discussion, upon motion duly made by Director Cabrera, seconded by Director Newman and, upon vote, unanimously carried, the Minutes of the November 19, 2019 Regular Meeting were approved, as presented.

**First Amendment to Resolution No. 2019-11-01; Resolution Establishing Regular Meeting Dates, Times and Location, Establishing District Website and Designating Location for Posting 24-Hour Notices:** The Board reviewed the First Amendment to Resolution No. 2019-11-01; Resolution Establishing Regular Meeting Dates, Times and Location, Establishing a District Website and Designating Locations for Posting of 24-Hour Notices.

Ms. Finn advised the Board that the purpose of the Amendment was to change the meeting location to AMLI Denargo Market Apartment Complex (Conference Room), 2525 Wewatta Way, Denver, Colorado 80216.

Following discussion, upon motion duly made by Director Newman, seconded by Director Cabrera and, upon vote, unanimously carried, the Board approved the First Amendment to Resolution No. 2019-11-01; Resolution Establishing Regular Meeting Dates, Times and Location, Establishing a District Website and Designating Locations for Posting of 24-Hour Notices. A copy of the Resolution is attached hereto and incorporated herein by this reference.

**2020 SDA Annual Conference:** Ms. Finn advised the Board that the 2020 SDA Annual Conference would be virtual this year and asked the Board Members to notify her if they would like to attend the conference.

### **CONSENT AGENDA**

The Board considered the following actions:

- Ratify approval of Change Order No. 2 to the Service Agreement by and between the District and Arrowhead Landscape Services, Inc. for 2020 Landscape Maintenance Services.
- Ratify approval of Change Order No. 1 to the Service Agreement by and between the District and Colorado Lighting, Inc. for Site Lighting Maintenance Services.
- Ratify approval of Service Agreement by and between the District and Wyatt's Towing for 2020 Towing Services.
- Ratify approval of Change Order No. 4 to the Service Agreement by and between the District and Diversified Underground, Inc. for Locate Services.
- Ratify approval of Change Order No. 3 to the Service Agreement by and between the District and Triunity Engineering and Management Inc. for Construction Management Services.
- Review and consider approval of proposal for irrigation removal from Arrowhead Landscape Services Inc. for the amount of \$2,675.00.

## RECORD OF PROCEEDINGS

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- Review and consider approval of proposal for Revive application to all turf areas from Arrowhead Landscape Services Inc. for the amount of \$370.00.

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

**PUBLIC COMMENT**

There were no public comments at this time.

**FINANCIAL MATTERS**

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

<b>Fund</b>	Period Ending Nov. 19, 2019	Period Ending Dec. 19, 2019	Period Ending January 20, 2020	Period Ending Feb. 20, 2020
General	\$ 21,322.41	\$ 21,709.45	\$ 14,463.89	\$ 8,001.16
Debt Service	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Capital Projects	\$ -0-	\$ -0-	\$ -0-	\$ -0-
<b>Total</b>	<b>\$ 21,322.41</b>	<b>\$ 21,709.45</b>	<b>\$ 14,463.89</b>	<b>\$ 8,001.16</b>

<b>Fund</b>	Period Ending March 20, 2020	Period Ending April 20, 2020	Period Ending May 20, 2020
General	\$ 15,801.74	\$ 13,307.76	\$ 10,641.07
Debt Service	\$ -0-	\$ -0-	\$ 17,027.85
Capital Projects	\$ -0-	\$ -0-	\$ -0-
<b>Total</b>	<b>\$ 15,801.74</b>	<b>\$ 13,307.76</b>	<b>\$ 27,668.92</b>

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

**Unaudited Financial Statements:** Mr. Vigil reviewed with the Board the unaudited financial statements through the period ending March 31, 2020 and Schedule of Cash Position, updated as of June 11, 2020.

Following review, upon motion duly made by Director Cabrera, seconded by Director Jones and, upon vote, unanimously carried, the Board accepted the unaudited financial statements through the period ending March 31, 2020 and Schedule of Cash Position, updated as of June 11, 2020.

**2019 Application for Exemption from Audit:** The Board discussed the 2019 Application for Exemption from Audit.



## RECORD OF PROCEEDINGS

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Following review and discussion, upon motion duly made by Director Cabrera, seconded by Director Jones and, upon vote, unanimously carried, the Board ratified approval of the preparation, execution and filing of the Application for Exemption from Audit for 2019.

**Preparation of the 2021 Budget:** The Board discussed preparation of the 2021 Budget.

Following discussion, upon motion duly made by Director Jones, seconded by Director Cabrera, and upon vote, unanimously carried, the Board appointed the District Accountant to prepare the 2021 budget. The Board determined to hold the public hearing to consider adoption of the 2021 Budget on November 17, 2020, at 4:30 p.m., at the AMLI Denargo Market Apartment Complex (Conference Room), 2525 Wewatta Way, Denver, Colorado 80216.

### **LEGAL MATTERS**

There were no legal matters to discuss.

### **OPERATIONS AND MAINTENANCE**

#### **Operation and Maintenance Report:**

*Landscape Maintenance Services:* Ms. Finn reported for the Board that she scheduled a meeting with Arrowhead Landscape Services, Inc. to address her concerns regarding maintenance services currently being provided.

*2020 Service Agreement between the District and Denver Metro Protective Services for Security Services:* The Board reviewed a 2020 Service Agreement between the District and Denver Metro Protective Services for Security Services.

Following discussion, upon motion duly made by Director Jones, seconded by Director Cabrera, and upon vote, unanimously carried, the Board approved the renewal of the 2020 Service Agreement between the District and Denver Metro Protective Services for Security Services.

### **CAPITAL MATTERS**

**Construction Traffic Access on District Roads:** Director Cabrera discussed with the Board his concerns construction traffic causing safety issues and blocking access. It was noted that notices have been sent to contractors indicating that they are not in compliance with traffic plans and if corrections are not made, fines may be imposed.

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### **Permits:**

*Public R-O-W Permit for CFC Construction Inc.:* The Board reviewed the Public R-O-W Permit from CFC Construction Inc. for sidewalk and parking lane closure.

Following discussion, upon motion duly made by Director Jones, seconded by Director Cabrera, and upon vote, unanimously carried, the Board ratified approval of the Public R-O-W Permit for CFC Construction Inc. for sidewalk and parking lane closure, for the amount of \$16,250.

*Public R-O-W Permit for Marston Construction L.L.C.:* The Board reviewed the Public R-O-W Permit for Marston Construction L.L.C. for directional boring for a new fiber optic cable line.

Following discussion, upon motion duly made by Director Jones, seconded by Director Cabrera, and upon vote, unanimously carried, the Board ratified approval of the Public R-O-W Permit for Marston Construction L.L.C. for directional boring for a new fiber optic cable line, in the amount of \$2,036.25.

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### **OTHER MATTERS**

**AT&T Request for a Small Cell Site:** Ms. Finn advised the Board that AT&T found a different location to install a small cell site.

**Presentation to Resident's Regarding the District and New Development:** Director Newman updated the Board on the status of development of property surrounding the District and noted she is planning on scheduling a virtual online presentation for the District's residents regarding new development in the area.

**Railroad Crossing Signal Installation:** Ms. Finn advised the Board that installation of a railroad crossing signal is currently underway.

**Encampment on Parking Lot:** The Board discussed the homeless encampment on Arkins Court. No action was taken by the Board.

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## RECORD OF PROCEEDINGS

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### ADJOURNMENT

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

Respectfully submitted,

By: \_\_\_\_\_  
Secretary for the Meeting

**RESOLUTION NO. 2020-06-01**

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

A. On November 19, 2019, Denargo Market Metropolitan District No. 1 (the "District") adopted Resolution No. 2019-11-01 Establishing Regular Meeting Dates, Time, Location, Establishing District Website and Designating Location for Posting of 24-Hour Notices (the "Resolution"); and

B. The District desires to amend the Resolution due to change of the location of the 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 regular meetings of the District Board for the year 2020 shall be held at AMLI Denargo Market Apartment Complex (Conference Room), 2525 Wewatta Way, Denver, Colorado 80216.

**[SIGNATURE PAGE FOLLOWS]**

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

RESOLUTION APPROVED AND ADOPTED ON JUNE 16, 2020.

**DENARGO MARKET METROPOLITAN  
DISTRICT NO. 1**

By: \_\_\_\_\_  
President



Attest:

\_\_\_\_\_  
Secretary











**LANDSCAPE / IRRIGATION PROPOSAL**

**SUBMITTED TO:** Denargo Market                      **ATTENTION:** Ann Finn  
**PROJECT:** String Trim Fence Line                      **SUBMITTAL DATE:** 6/18/2020

**Bidding Firm:** ARROWHEAD LANDSCAPE SERVICES, INC.

**Phone:** 303-432-8282

**Contact:** Scott McGarrity

**Fax:** 303-432-8191

**Address:** P O Box 17150 Golden, CO 80402

**This proposal covers the work to string trim the fence line along Delgany st. that runs adjacent to the sidewalk, and dispose of the debris. This proposal also includes the labor and disposal to remove any dead plant material in the park. Assumes use of adjacent parking for staging the job. This proposal is based on Time and Materials and depending on how long the job takes, may be billed at less than the listed price.**

Qty.	Description	Bid Amount
1	Labor to string trim fence line and remove dead plant material	
<b>TOTAL PRICE NOT TO EXCEED</b>		<b>\$1,547.00</b>

**SPECIFIC QUALIFICATIONS OR EXCLUSIONS**

1. Work that Arrowhead Landscape Services performs is not "engineered" unless otherwise noted.
2. A one year replacement warranty is included for all trees, shrubs and perennials that are planted by Arrowhead Landscape Services and maintained under contract by Arrowhead Landscape Services during the warranty period provided that the Customer follows all recommendations for care.
3. Contractor is not responsible for acts of God, vandalism, or events beyond the control of the Contractor.
4. Payment terms are Net 30 unless otherwise stated on this proposal.
5. Irrigation Modifications will be performed on a T&M basis if required and unless otherwise noted.

**This quote is good for 30 days from the submittal date**

\_\_\_\_\_  
 Authorization to perform work

\_\_\_\_\_  
 Arrowhead Landscape Services, Inc.  
 Scott McGarrity





**LANDSCAPE / IRRIGATION PROPOSAL**

SUBMITTED TO: Denargo Market ATTENTION: Robert Graham  
 PROJECT: Drain Pan & Fence Line SUBMITTAL DATE: 8/25/2020

Bidding Firm: ARROWHEAD LANDSCAPE SERVICES, INC. Phone: 303-432-8282  
 Contact: Scott McGarrity Fax: 303-432-8191  
 Address: P O Box 17150 Golden, CO 80402

This proposal covers the work to remove the trash and debris, as well as clean out the drain pan and inlets/outlets in the native area behind the fence on the north end of the property. This proposal also covers the work to string trim along that fence line for a second time this season. This proposal is based on Time and Materials and depending on how long the job takes, may be billed at less than the listed price.

Qty.	Description	Bid Amount
1	Labor to clean drain pan and debris from behind fence, as well as string trim the fence line.	
<b>TOTAL PRICE NOT TO EXCEED</b>		<b>\$1,830.00</b>

**SPECIFIC QUALIFICATIONS OR EXCLUSIONS**

1. Work that Arrowhead Landscape Services performs is not "engineered" unless otherwise noted.
2. A one year replacement warranty is included for all trees, shrubs and perennials that are planted by Arrowhead Landscape Services and maintained under contract by Arrowhead Landscape Services during the warranty period provided that the Customer follows all recommendations for care.
3. Contractor is not responsible for acts of God, vandalism, or events beyond the control of the Contractor.
4. Payment terms are Net 30 unless otherwise stated on this proposal.
5. Irrigation Modifications will be performed on a T&M basis if required and unless otherwise noted.

**This quote is good for 30 days from the submittal date**

Authorization to perform work

Arrowhead Landscape Services, Inc.  
Scott McGarrity

Check No/ Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total	Auto Pay
<b>1977</b>							
06/18/2020	Arrowhead Landscape S	20-699-14E	Landscape & Irri	1-674-0	102.00	102.00	
06/18/2020	Arrowhead Landscape S	20-699-15A	Landscape & Irri	1-674-0	289.30	289.30	
06/18/2020	Arrowhead Landscape S	20-699-15B	Landscape & Irri	1-674-0	130.05	130.05	
06/18/2020	Arrowhead Landscape S	20-699-15C	Landscape & Irri	1-674-0	246.13	246.13	
06/18/2020	Arrowhead Landscape S	20-699-15D	Landscape & Irri	1-674-0	209.53	209.53	
06/18/2020	Arrowhead Landscape S	20-699-6	Landscape & Irri	1-674-0	1,877.00	1,877.00	
Total 1977:						<u>2,854.01</u>	
<b>1978</b>							
06/18/2020	CliftonLarsonAllen LLP	2487174	Accounting	1-614-0	4,948.39	4,948.39	
06/18/2020	CliftonLarsonAllen LLP	2519248	Accounting	1-614-0	2,342.50	2,342.50	
Total 1978:						<u>7,290.89</u>	
<b>1979</b>							
06/18/2020	Colorado Lighting, Inc	510609	Site Lighting	1-697-0	164.00	164.00	
06/18/2020	Colorado Lighting, Inc	NI79057	Site Lighting	1-697-0	20.00	20.00	
06/18/2020	Colorado Lighting, Inc	NI81000	Site Lighting	1-697-0	20.00	20.00	
Total 1979:						<u>204.00</u>	
<b>1980</b>							
06/18/2020	Custom Environmental	20-1103	Landscape & Irri	1-674-0	404.00	404.00	
Total 1980:						<u>404.00</u>	
<b>1981</b>							
06/18/2020	Denver Metro Protective	20-060242	Security	1-788-0	280.00	280.00	
Total 1981:						<u>280.00</u>	
<b>1982</b>							
06/18/2020	Diversified Underground	21725	Locates	1-793-0	170.00	170.00	
Total 1982:						<u>170.00</u>	
<b>1983</b>							
06/18/2020	Manager of Finance	SD FEE 20-011	City of Denver A	1-660-0	6,000.00	6,000.00	
Total 1983:						<u>6,000.00</u>	
<b>1984</b>							
06/18/2020	McGeady Becher P.C.	1057W 04/20	Legal	1-616-0	1,154.00	1,154.00	
Total 1984:						<u>1,154.00</u>	
<b>1985</b>							
06/18/2020	Special Dist Manageme	D1 05/20	Election Expens	1-635-0	232.00	232.00	
06/18/2020	Special Dist Manageme	D1 05/20	Management	1-612-0	2,056.18	2,056.18	
06/18/2020	Special Dist Manageme	D2 05/2020	Election Expens	1-635-0	232.00	232.00	
06/18/2020	Special Dist Manageme	D2 05/2020	Management	1-612-0	46.49	46.49	

Check No/ Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total	Auto Pay
Total 1985:						<u>2,566.67</u>	
<b>1986</b>							
06/18/2020	UNCC	220050382	Locates	1-793-0	4.47	<u>4.47</u>	
Total 1986:						<u>4.47</u>	
<b>1987</b>							
06/18/2020	Xcel Energy	684338272	Utilities	1-794-0	39.70	<u>39.70</u>	
Total 1987:						<u>39.70</u>	
<b>20200601</b>							
06/18/2020	Denver Water	3150 05/20	Utilities	1-794-0	263.52	<u>263.52</u>	M
Total 20200601:						<u>263.52</u>	
<b>20200602</b>							
06/18/2020	Denver Water	3250 05/20	Utilities	1-794-0	218.72	<u>218.72</u>	M
Total 20200602:						<u>218.72</u>	
Grand Totals:						<u><u>21,449.98</u></u>	

**Denargo Market Metropolitan District No. 1**  
**June-20**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
<b>Disbursements</b>	<b>\$ 21,449.98</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 21,449.98</b>
<b>Payroll</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Disbursements from Checking Acct</b>	<b>\$ 21,449.98</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 21,449.98</b>

<u>Check Issue Date</u>	<u>Check Number</u>	<u>Payee</u>	<u>Amount</u>
07/09/2020	9161	Cabrera, Donald	92.35
07/09/2020	9162	Jones, Jeffrey	92.35
07/09/2020	9163	Newman, Laura	92.35
07/09/2020	9164	Wenskoski, Todd	92.35
Grand Totals:			
	<u>4</u>		<u>369.40</u>

Check No/ Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total	Auto Pay
<b>1988</b>							
07/09/2020	Arrowhead Landscape S	20-699-16A	Landscape & Irri	1-674-0	214.35	214.35	
07/09/2020	Arrowhead Landscape S	20-699-7	Landscape & Irri	1-674-0	1,877.00	1,877.00	
07/09/2020	Arrowhead Landscape S	20-699-P5A	Landscape & Irri	1-674-0	285.00	285.00	
Total 1988:						<u>2,376.35</u>	
<b>1989</b>							
07/09/2020	Denver Metro Protective	20-070231	Security	1-788-0	520.00	520.00	
Total 1989:						<u>520.00</u>	
<b>1990</b>							
07/09/2020	McGeady Becher P.C.	1057W 05/20	Legal	1-616-0	231.03	231.03	
Total 1990:						<u>231.03</u>	
<b>1991</b>							
07/09/2020	Special Dist Manageme	D1 06/20	Election Expens	1-635-0	56.00	56.00	
07/09/2020	Special Dist Manageme	D1 06/20	Management	1-612-0	3,774.00	3,774.00	
07/09/2020	Special Dist Manageme	D2 06/20	Election Expens	1-635-0	56.00	56.00	
07/09/2020	Special Dist Manageme	D2 06/20	Management	1-612-0	1,359.80	1,359.80	
Total 1991:						<u>5,245.80</u>	
<b>1992</b>							
07/09/2020	Triunity Engineering & M	100517-12	Site Inspection	1-785-0	2,247.00	2,247.00	
Total 1992:						<u>2,247.00</u>	
<b>1993</b>							
07/09/2020	UNCC	220060387	Locates	1-793-0	7.45	7.45	
Total 1993:						<u>7.45</u>	
<b>1994</b>							
07/09/2020	Xcel Energy	688284661	Utilities	1-794-0	40.02	40.02	
07/09/2020	Xcel Energy	689044657	Utilities	1-794-0	82.97	82.97	
Total 1994:						<u>122.99</u>	
<b>20200701</b>							
07/09/2020	Denver Water	3150 06/20	Utilities	1-794-0	1,002.72	1,002.72	M
Total 20200701:						<u>1,002.72</u>	
<b>20200702</b>							
07/09/2020	Denver Water	3250 06/20	Utilities	1-794-0	509.92	509.92	M
Total 20200702:						<u>509.92</u>	
Grand Totals:						<u><u>12,263.26</u></u>	

Check No/ Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total	Auto Pay
1975 - Void 06/25/2020	Vectra Bank	0011300778289001	Bond Interest	2-606-0	17,027.85-	17,027.85-	V
Total 1975:						17,027.85-	
Grand Totals:						17,027.85-	

Void check - already paid per  
Accountant. Will not be reissued.

**Denargo Market Metropolitan District No. 1**  
**July-20**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 12,263.26		\$ -	\$ 12,263.26
Payroll	\$ 369.40	\$ -	\$ -	\$ 369.40
Adjustments (voided Check 1975)		\$ (17,027.85)		
<b>Total Disbursements from Checking Acct</b>	<b>\$ 12,632.66</b>	<b>\$ (17,027.85)</b>	<b>\$ -</b>	<b>\$ (4,395.19)</b>



<u>Check Issue Date</u>	<u>Check Number</u>	<u>Payee</u>	<u>Amount</u>
08/18/2020	9165	Smith, David	461.75
Grand Totals:			
	<u>1</u>		<u>461.75</u>

## Denargo Metropolitan District No. 1

Aug-20

Vendor	Invoice #	Date	Due Date	Amount	Account Number
Arrowhead Landscape Services	20-699-17A	7/10/2020	8/18/2020	\$ 270.86	107810
Arrowhead Landscape Services	20-699-8	8/1/2020	8/18/2020	\$ 1,877.00	107585
Arrowhead Landscape Services	20-699-16B	6/22/2020	8/18/2020	\$ 181.99	107810
Arrowhead Landscape Services	20-699-P7A	7/7/2020	8/18/2020	\$ 7,104.00	107585
Arrowhead Landscape Services	20-699-17C	7/20/2020	8/18/2020	\$ 203.31	107810
CliftonLarsonAllen LLP	2553904	7/18/2020	8/18/2020	\$ 3,784.57	107000
Colorado Lighting Inc	NI83107	8/11/2020	8/18/2020	\$ 20.00	107803
Colorado Lighting Inc	NI82022	7/13/2020	8/18/2020	\$ 20.00	107803
Dazzio & Associates	419	7/28/2020	8/18/2020	\$ 4,500.00	107020
Denver Metro Protective Services	20-080315	8/3/2020	8/18/2020	\$ 420.00	107570
Denver Water	3250 July 2020	7/14/2020	8/18/2020	\$ 437.12	107701
Denver Water	3150 July 2020	7/14/2020	8/18/2020	\$ 2,010.72	107701
Diversified Underground	22057	6/30/2020	8/18/2020	\$ 177.00	107804
Diversified Underground	22219	7/31/2020	8/18/2020	\$ 283.00	107804
Mcgeady Becher P.C	1057W 06/2020	6/30/2020	8/18/2020	\$ 3,113.37	107460
Mcgeady Becher P.C	1057W 10/2019	10/31/2019	8/18/2020	\$ 1,410.70	107460
Special District Management Services	D1 07/2020	7/31/2020	8/18/2020	\$ 1,767.91	107440
Special District Management Services	D2 07/2020	7/31/2020	8/18/2020	\$ 124.80	107440
Utility Notification Center	220070389	7/31/2020	8/18/2020	\$ 20.86	107804
Xcel Energy	692953475	7/16/2020	8/18/2020	\$ 97.87	107701
Xcel Energy	692130573	7/10/2020	8/18/2020	\$ 45.11	107701
				<b>\$ 27,870.19</b>	

**Denargo Market Metropolitan District No. 1**  
**August-20**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
<b>Disbursements</b>	\$ 27,870.19		\$ -	\$ 27,870.19
<b>Payroll</b>	\$ 461.75	\$ -	\$ -	\$ 461.75
<b>Total Disbursements from Checking Acct</b>	<u>\$ 28,331.94</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 28,331.94</u>

Denargo Metropolitan District  
Sep-20

Vendor	Invoice #	Date	Due Date	Amount	Account Number
Arrowhead Landscape Services	20-699-18A	8/6/2020	9/8/2020	\$ 356.99	107810
Arrowhead Landscape Services	20-699-17D	7/29/2020	9/8/2020	\$ 142.94	107810
Arrowhead Landscape Services	20-699-9	9/1/2020	9/8/2020	\$ 1,877.00	107585
Arrowhead Landscape Services	20-699-18B	8/12/2020	9/8/2020	\$ 152.04	107810
CliftonLarsonAllen LLP	2585163	8/14/2020	9/8/2020	\$ 953.40	107000
Denver Water	3150 August 2020	8/12/2020	9/8/2020	\$ 2,094.72	107701
Denver Water	3250 August 2020	8/12/2020	9/8/2020	\$ 151.52	107701
Mcgeady Becher P.C	1057W 07/2020	7/31/2020	9/8/2020	\$ 575.00	107460
Special District Management Services	D2 08/2020	8/31/2020	9/8/2020	\$ 649.40	107440
Special District Management Services	D1 08/2020	8/31/2020	9/8/2020	\$ 3,847.42	107440
Utility Notification Center	220080405	8/31/2020	9/8/2020	\$ 25.33	107804
Wastewater Management Division	02274-00-114-000/ 09/20-03/21	8/27/2020	9/8/2020	\$ 765.38	107480
Wastewater Management Division	02274-00-120-000/ 09/20-03/21	8/27/2020	9/8/2020	\$ 174.05	107480
Xcel Energy	696079468	8/10/2020	9/8/2020	\$ 45.68	107701
Xcel Energy	696867999	8/14/2020	9/8/2020	\$ 141.45	107701
				<b>\$ 11,952.32</b>	

**Denargo Market Metropolitan District No. 1**  
**September-20**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
<b>Disbursements</b>	\$ 11,952.32		\$ -	\$ 11,952.32
<b>Payroll</b>		\$ -	\$ -	\$ -
<b>Total Disbursements from Checking Acct</b>	<b>\$ 11,952.32</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 11,952.32</b>

## TERMINATION OF CAPITAL PLEDGE AGREEMENT

THIS TERMINATION OF CAPITAL PLEDGE AGREEMENT (“**Termination Agreement**”) is made and entered into this 15th day of September, 2020 (“**Effective Date**”), by and among **DENARGO MARKET METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District No. 1**”), **DENARGO MARKET METROPOLITAN DISTRICT NO. 2**, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District No. 2**”) and **DENARGO MARKET METROPOLITAN DISTRICT NO. 3**, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District No. 3**”). District No. 1, District No. 2 and District No. 3 are collectively referred to herein as the “**Parties**” or the “**Districts**”).

### RECITALS

WHEREAS, the Districts are parties to that certain Memorandum of Understanding dated October 29, 2010 (the “**MOU**”) wherein the Districts agreed to cooperate to finance, operate and maintain certain public infrastructure; and

WHEREAS, pursuant to the MOU, it was anticipated that District No. 1 would serve as the management district for the Districts to coordinate and manage the financing, construction, acquisition and operations and maintenance of the public improvements and District No. 2 and District No. 3 would serve as the financing districts and would be obligated to provide revenues to District No. 1 in order for District No. 1 to provide the public improvements; and

WHEREAS, in furtherance thereof, on October 29, 2010, District No. 1 issued to Denargo Market, L.P., (“**Original Developer**”) its Non Revolving Line of Credit Note in the principal amount not to exceed \$22,612,000 (the “**2010 Note**”) which 2010 Note was reissued to Denargo Market Development, LLC (“**Developer**”) and subsequently amended on September 29, 2016 (the “**Amended Note**”); and

WHEREAS, in connection with District No. 1’s issuance of the 2010 Note, the Parties previously entered into that certain Capital Pledge Agreement dated October 29, 2010, which was subsequently amended by that certain Amendment to and Subordination of Capital Pledge Agreement dated September 29, 2016 (“**Pledge Agreement**”); and

WHEREAS, the Amended Note has been paid in full and no amounts are remaining thereunder; and

WHEREAS, as a result of there being no further amounts due under the Amended Note, the Parties desire to terminate the Pledge Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, the adequacy of which is hereby acknowledged, the Districts agree as follows:

## **AGREEMENT**

1. Termination of Pledge Agreement. Any and all obligations of the Parties under the Pledge Agreement are hereby terminated, released and fully satisfied. From and after the date hereof, the Parties shall have no further rights or obligations thereunder.

2. District Representations. The Parties represent that none of the Districts has transferred, assigned or granted to any other party any rights in Pledge Agreement.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**SIGNATURE PAGE TO TERMINATION OF CAPITAL PLEDGE AGREEMENT**

IN WITNESS WHEREOF, the Parties have executed this Termination Agreement as of the date first set forth above.

**DENARGO METROPOLITAN DISTRICT NO. 1**

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Assistant Secretary

**DENARGO MARKET METROPOLITAN DISTRICT NO. 2**

By: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Assistant Secretary

**DENARGO MARKET METROPOLITAN DISTRICT NO. 3**

By: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Assistant Secretary





**LANDSCAPE / IRRIGATION PROPOSAL**

**SUBMITTED TO:** Denargo Market                      **ATTENTION:** Robert Graham  
**PROJECT:** More Mulch                                      **SUBMITTAL DATE:** 8/25/2020

**Bidding Firm:** ARROWHEAD LANDSCAPE SERVICES, INC.                      **Phone:** 303-432-8282  
**Contact:** Scott McGarrity    **Fax:** 303-432-8191  
**Address:** P O Box 17150 Golden, CO 80402

This proposal covers the work to install 18 cubic yards of mulch into the planting beds that did not receive it during the previous mulch job in June. Assumes use of adjacent parking in order to have mulch dumped, as well as staging the job.

Qty.	Description	Bid Amount
18	CY of Harvest Brown Mulch	
<b>TOTAL PRICE</b>		<b>\$4,075.00</b>

**SPECIFIC QUALIFICATIONS OR EXCLUSIONS**

1. Work that Arrowhead Landscape Services performs is not "engineered" unless otherwise noted.
2. A one year replacement warranty is included for all trees, shrubs and perennials that are planted by Arrowhead Landscape Services and maintained under contract by Arrowhead Landscape Services during the warranty period provided that the Customer follows all recommendations for care.
3. Contractor is not responsible for acts of God, vandalism, or events beyond the control of the Contractor.
4. Payment terms are Net 30 unless otherwise stated on this proposal.
5. Irrigation Modifications will be performed on a T&M basis if required and unless otherwise noted.

**This quote is good for 30 days from the submittal date**

Authorization to perform work

Arrowhead Landscape Services, Inc.  
Scott McGarrity



**LANDSCAPE / IRRIGATION PROPOSAL**

SUBMITTED TO: Denargo Market ATTENTION: Robert Graham  
 PROJECT: Rock Installation SUBMITTAL DATE: 8/25/2020

Bidding Firm: ARROWHEAD LANDSCAPE SERVICES, INC. Phone: 303-432-8282  
 Contact: Scott McGarrity Fax: 303-432-8191  
 Address: P O Box 17150 Golden, CO 80402

This proposal covers the work to install Mountain Granite rock into the long tree island that runs along Wewatta Way, between the street and sidewalk, next to the dog park.

Qty.	Description	Bid Amount
15	Tons of 1.5" Mountain Granite Rock	
1	Labor and Delivery	
<b>TOTAL PRICE</b>		<b>\$3,960.00</b>

**SPECIFIC QUALIFICATIONS OR EXCLUSIONS**

1. Work that Arrowhead Landscape Services performs is not "engineered" unless otherwise noted.
2. A one year replacement warranty is included for all trees, shrubs and perennials that are planted by Arrowhead Landscape Services and maintained under contract by Arrowhead Landscape Services during the warranty period provided that the Customer follows all recommendations for care.
3. Contractor is not responsible for acts of God, vandalism, or events beyond the control of the Contractor.
4. Payment terms are Net 30 unless otherwise stated on this proposal.
5. Irrigation Modifications will be performed on a T&M basis if required and unless otherwise noted.

**This quote is good for 30 days from the submittal date**

\_\_\_\_\_  
 Authorization to perform work

\_\_\_\_\_  
 Arrowhead Landscape Services, Inc.  
 Scott McGarrity



## SNOW SERVICES AGREEMENT FOR DENARGO MARKET / 2525 WEWATTA WAY

This AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between, Denargo Market (Customer) and Arrowhead Landscape Services, Inc., (Contractor).

### I. SCOPE

To provide specific snow services as described in this agreement at time and materials rates.

### II. CONTRACT TERM

The contract term shall be October 15, 2020 to May 15, 2021.

### III. DEFINITIONS

The term "Customer" and "Contractor" where used in this agreement shall be those specifically named above including any authorized representative of Customer.

### IV. GENERAL REQUIREMENTS

- a) It is hereby mutually agreed that in consideration of the sums to be paid to the Contractor by the Customer as set forth in this contract, the Contractor shall furnish all labor, equipment, accessories and material and shall perform all work in a workmanlike manner, in accordance with the specifications of this agreement.
- b) The Contractor will not be liable for damages due to events beyond the control of the Contractor, such as items buried under the snow, vandalism or acts of God. Customer acknowledges that heavy trucks, equipment, plows/blades, de-icing equipment/materials and other will be utilized to perform snow services under this Agreement and that property damage may occur at any time no matter how cautious or careful the equipment is utilized.
- c) Contractor shall be notified by the Customer of any pre-existing site conditions or unusual circumstances prior to contract execution.
- d) The Contractor shall provide Customer with professional guidance and assistance with regard to any snow clearing activity.
- e) Both parties agree to binding arbitration for any dispute arising out of this agreement, location to be in the county in which the work was performed. The prevailing party shall have and recover against the other party, in addition to all costs and disbursements, such sums as the Arbitrator deems to be a reasonable attorney's fee.

### V. MODIFICATION OR AMENDMENT

This Agreement constitutes the entire understanding between Customer and Contractor. No modification, amendment, renegotiation or other alteration to the terms of the Agreement shall be of any force or effect unless mutually agreed upon in writing by both parties.

### VI. TERMINATION

Either party may terminate this agreement by notice in writing at least 15 days prior to the effective date, to the other party, except that this agreement may be terminated immediately, without notice, for failure to perform by either party. If terminated, payment for services rendered will be due within 15 days of the termination date. Such payment to be considered payment, in full, for services performed under this agreement.

#### VII. INSURANCE

The Contractor shall be covered by a minimum of \$1,000,000 of liability insurance and statutory limits for workers compensation insurance. Upon request, the Contractor shall provide proof of coverage to the Customer. **Contractor agrees to maintain Liability, Auto, and Workers Compensation insurance for the term of this contract. Proof of insurance will be supplied upon request.**

#### VIII. FORCE MAJEURE AND DELAY

Contractor's obligations under this Agreement are accepted subject to strikes (including strikes or labor troubles affecting any suppliers of Contractor), floods, fires, acts of God, accidents, delays, shortage of equipment or supplies, contingencies of transportation and other causes of like or different character beyond the Contractor's control. Impossibility of performance by reason of any legislative, executive or judicial act of any governmental authority shall excuse performance of or delay in performance of this Agreement.

#### IX. SPECIFICATIONS

##### a) Minimum Accumulation Standards:

- 1) Contractor will plow roadways (excluding residential driveways) after a depth of \_\_\_\_\_ inches has accumulated.
- 2) Contractor will shovel/blow/ATV pedestrian walkways after a depth of \_\_\_\_\_ inches has accumulated.

##### b) Option to limit occurrences per storm (for minimum accumulation standards over two (2) inches):

Unless requested in writing by the Customer, snow services will be performed one (1) time per storm after snow has stopped unless at least four (4) inches has accumulated and snow is predicted to continue to accumulate. **Initial here to select this option:** \_\_\_\_\_

##### c) Notification / Mobilization Procedures:

- 1) Snow clearing operations will be initiated according to the circumstances of each storm, which may be up to 12 hours of the minimum accumulation standards being reached, unless blizzard conditions exist.
- 2) It shall be the responsibility of the Customer to notify the Contractor's assigned representative, by email, when snow services are **not** required. Charges may apply once mobilization for a snow event has commenced.
- 3) When large accumulations of snow (greater than 6") are predicted, the Contractor reserves the right to begin operations prior to the cessation of snowfall.
- 4) During blizzard conditions, or during snowstorms in excess of 12", the Customer's property will be serviced to establish access on primary roadways and parking lots and may include equipment such as front end loaders. This will be followed by pedestrian areas leading to building entrances and residential driveways which may not be cleared to full widths until after the storm. Perimeter sidewalks, including but not limited to along roads, parkways and greenbelts, will be serviced after public streets are cleared; this may require heavy equipment such as skid steers, tractors or large snow blowers.

5) Contact numbers:

During normal work hours (Monday – Friday, 8 a.m. – 5 p.m.), 303-432-8282. At all other times, emergency pager #720-259-7718

d) Equipment and material to be used may include, but not limited to the following:

- 3/4 ton trucks with 7.5 foot plow
- ATV with plow
- Dump truck with plow
- Frontend loaders with or without push boxes or plows
- Road graders or other heavy construction equipment
- Snowblowers
- De-icing equipment
- Sand and Salt
- Ice Slicer
- Ice Melt

e) Deicing Requirements (**Only one option may be selected**). Article A. provides the highest level of service, article D. provides the lowest level of service. These specifications will apply to the entire site unless specified differently as a part of this agreement.

#### **PLEASE INITIAL ONE SELECTION**

- A.  **PLEASE PROVIDE** inspection and de-icing services as deemed necessary by Arrowhead Landscape Services. We understand that inspections and/or de-icing applications will occur once, every 24 hours following ANY presence of snow and ice as a result of new precipitation, freeze/thaw cycles, blowing or drifting snow. We also understand that regardless of the Minimum Accumulation standards listed above, ANY accumulated snow must be shoveled/plowed before de-icers are applied.
- B.  **PLEASE PROVIDE** inspection and de-icing services **once every 24 hours for** \_\_\_\_\_ **day(s)** after MINIMUM ACCUMULATION STANDARDS have been met and snow clearing services have been provided.
- C.  **PLEASE PROVIDE** de-icing services ONE Time, only after MINIMUM ACCUMULATION STANDARDS have been met and snow clearing services have been provided.
- D.  **PLEASE DO NOT** provide de-icing products, services, or inspection at any time unless written direction is provided by the Customer or designated representative for each occurrence. Timing of service dependent upon availability of staff.

Additional de-icing applications may be requested upon written direction from the Customer or designated representative for each specific occurrence.

f) Areas to be serviced:

It shall be the responsibility of the Customer to provide detailed maps showing areas to be serviced, including where snow is to be piled, deicing requirements, and any area of special need. The Contractor shall use its best judgment for snow pile locations if a map designating locations is not provided.

X. WORK NOT INCLUDED

- a) Sweeping or cleaning of the areas after the snowstorm due to accumulation of sand, de-icers, or debris. This can be arranged as a change order at a time and material rate to be determined.
- b) Staking of curbs, drives or obstacles within the work area. This service can be arranged but is an additional cost and will be provided upon approval by the Customer.

XI. HOURLY AND MATERIAL RATES

PICK UP TRUCK WITH PLOW	\$112.00/HR.
DE-ICING/SPREADER TRUCK	\$140.00/ HR
DUMP TRUCK, 5 YARD W/PLOW	\$140.00/ HR
FRONT END LOADER (up to 2 yard)	\$250.00/HR
SKID STEER W/PUSH BOX OR BLADE	\$150.00/HR
ATV W/PLOW	\$100.00/HR.
SNOW BLOWER	\$ 90.00/HR.
SITE SUPERVISOR	\$ 65.00/HR.
HAND SHOVELER	\$ 58.00/HR.
ICE MELT LABOR	\$ 58.00/HR.
DEICING INSPECTION	\$ 45.00/HR.
ICE MELT	\$ 1.05/LB.
ICE SLICER (or similar)	\$275.00/TON

- There is a one-hour minimum charge per person
- Drive time is charged in one direction per person
- Contractor reserves the right to adjust material pricing should market shortages or other conditions which lead to an increase of material costs greater than ten percent.
- Holiday rates apply to any work performed on Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day. Holiday rates are Time and One Half.

During blizzard conditions, Contractor reserves the right to utilize equipment that is not listed herein to fulfill contractual obligations and efficiently clear snow. Hourly rates for such equipment cannot be determined until the need arises.

XII. MISCELLANEOUS

- a) While it is the intent to provide a safe travel surface for vehicles and pedestrians, the Customer and Contractor agree that slick surfaces may be present at any time and that snow or ice can never be completely removed. Dangerous conditions may exist before and after clearing operations.
- b) The Customer acknowledges that the Contractor is not onsite 24/7 and does not have the ability to know exact weather conditions or site conditions. Although the Contractor will be storm ready and mobilize as large scale city needs dictate, it is ultimately the responsibility of the Customer to alert the Contractor of snow clearing or de-icing requirements.
- c) The Contractor may not be held liable for "slips and falls", collisions that are not a direct result of his negligence, or any kind of drainage issues that contribute to ice or slick surfaces.
- d) The Customer acknowledges that the Contractor may be unable to meet contractual obligations in this Agreement due to a "state of emergency" and/or extreme weather conditions that may cause roads to be impassable or dangerous and/or temperatures/wind chill that pose a serious health threat to the Contractors work force. Contractor retains the right to delay, suspend, or cease any services required under this Agreement if conditions threaten life and limb or health of its work force or the general public.



- e) De-icing material may be unavailable or difficult to acquire at times during the winter seasons and the Contractor may not be able to fulfill certain deicing requirements. The Customer will be notified as soon as possible if this occurs and provide alternative solutions, if any.
- f) It is understood that all de-icers and sand salt mix may cause damage to landscape, concrete, and paved surfaces. Although the Contractor will be prudent in its use of these materials, our intent is to provide as safe an environment as we can, and therefore will not be responsible for damages these products may cause.
- g) The Customer shall be responsible for removal, or for causing the removal of all vehicles and other personal property, from parking lots, drives, access roads, and designated stockpile areas, so that the Contractor can properly and efficiently operate snow plowing equipment. If vehicles or other personal property are not removed at the time of plowing, shoveling, or deicing operations, the Contractor will service only those areas available and open for safe use. If the designated snow piling areas are not accessible, the Contractor shall stock pile snow in an area, which, in the opinion of the Contractor, allows the greatest usability of the lot.

**XIII. PAYMENTS**

Customer agrees that all snow services are rendered at Time and Material Rates under this agreement. There is a one (1) hour minimum charge per location, per mobilization, per person. Payments for snow services rendered are to be made within thirty (30) days of billing. Payments shall be made payable to Arrowhead Landscape Services, Inc. The Customer agrees to pay 2% interest per month and a \$50.00 service charge per month on each past due invoice. If payment for services rendered is delinquent by 15 days or more, the Contractor and any affiliate company have the option of suspending services until the account is made current or terminating the agreement immediately.

IN WITNESS WHEREOF, THE CUSTOMER AND CONTRACTOR HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED ON THE DATE FIRST HEREIN WRITTEN, ALL COPIES OF WHICH, FOR ALL INTENTS AND PURPOSES, SHALL BE CONSIDERED THE ORIGINAL.

**CONTRACTOR: Arrowhead Landscape Services, Inc.**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CUSTOMER: Denargo Market**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

August 28, 2020

## **Snow Management Proposal for Denargo Market Metro District**

Dear Ann and Robert,

On behalf of the BrightView team, I appreciate the chance to meet and review the snow removal needs and requirements of the District. Based on our conversation, we have a strong understanding of the nuances of the property including maintain clear walks adjacent to the landscape beds of the 2 apartments, around park benches and throughout the rest of the District. I hope our conversation left you feeling that BrightView would be a good match for you and the property.

As with any business relationship, our mutual success will be predicated on a “2-way street”; whereas we’ll need communication both to and from you. We believe in fully understanding and agreeing on service requirements, allocating the correct personnel, giving them the right amount of time to do a good job, and utilizing our technical expertise and resources to benefit our clients.

There were a number of things we discussed, but ultimately below are a few main points that we feel make us the most qualified to be your service partner:

- **PROXIMITY OF OTHER WORK** – By having work nearby (our Denver West office manages multiple properties in Downtown and Rino), we will more closely manage our teams resulting in greater productivity and reduced costs
- **RESOURCES** – BrightView’s workforce includes 4 operating Branches in the Denver Metro area, meaning we have the equipment and manpower to service your site regardless of the amount of snow or time of day. We have the ability to mobilize resources from different locations when circumstances dictate.
- **CAPACITY** – Our focus is on jobs that align well with our strengths and our business objectives. That means we are selective in how we grow our business and who we do business with; allowing our teams to provide better customer service through more manageable portfolios
- **PRICE CONSISTENCY / ACCURACY** – Never the lowest and rarely the highest, BrightView’s price is a true representation of what it will take to perform the scope of work you expect at the quality standards you’ve hired us for. Our goal is not to price the work to get the job, but to price to do the job well.





- **MANAGEMENT STRUCTURE** – Nearly every contractor will tell you about how their people set them apart. You'll hear the same from us. But, when we say people, we refer to an entire team and not just 1 manager / supervisor. Our Customer Service Teams (CST) include an Account Manager who serves as your primary point of contact and is charged with serving as your dedicated resource and improving your property, and a Production Manager who supervises the work performed to ensure quality and thoroughness in the field.
- **COMMUNICATION** – Our communication will come at multiple stages of each snow event, starting with weather reports that are emailed to you along with our plan of attack prior to each event. We will document both arrivals and departure from the sites; call, email and text you throughout the storm, and follow up with you for multiple days after the event to help identify and service melt / refreeze situations

Ultimately, we are the most well-equipped to take the unknown variables out of snow removal service through our structure, size, resources and operating models. We know, however, that you will likely have additional questions that allow you to become comfortable with us as your contractor.

Should you have any questions, or if we may be of additional service, please do not hesitate to call any of us. Thank you for the opportunity to participate in this process. We look forward to your favorable reply.

Sincerely,

Shad Parrish  
Business Developers



# Snow Management - A Critical Call to Action

We understand it is critical that your sidewalks and driveway are **accessible** and **safe**. Our proposal outlines a comprehensive snow management plan to achieve these goals.

Our **Six Step Snow Service Process** will ideally begin in October / November. This process includes conducting an on-site evaluation, providing you with a snow plan for the year that identifies snow clearing areas, and mitigating potential areas of risk.

Snow Management services will begin with the first measurable snowfall and continue through May 31st of each snow season. During this time, BrightView will provide all resources including:

### Labor

Coordination and management

Safety training

Equipment and equipment staging

### De-Icing Materials

Site staking

Reporting

Event planning and communication

## When the Storm Comes, So Does BrightView

BrightView will proactively advise you of all major weather events. Our service begins when snow accumulation reaches the agreed upon trigger amount, or as has been confirmed via email between our team and the Association representative.





# Planning to be Prepared

## Pre-Season Walkthrough

At the beginning of each snow season, your BrightView team will walk the property with you to review the current state of the site, identify areas of concern, and discuss specific needs. The walkthrough helps us to:

- Document existing site conditions, including hazards, obstacles, constraints, etc.
- Set expectations based on the contract specifications and evaluation of the site
- Identify special areas, situations, or concerns
- Itemize site-specific processes (e.g., safety practices, order of operations, check-in)
- Define the communication process (e.g., notification, meetings, reports)
- Share emergency call process and contact list

## Pre-Storm Preparation

BrightView has long made use of a “countdown” process that, when possible, three days before an event. Triggered by our valued meteorological partners, this tested process helps ensure we are ready before the snow starts to fall.



### 72 Hours

Obtain initial forecast with our meteorological partner, check sand/salt and ice melt inventories, perform truck and spreader checklists, equipment checklists.



### 48 Hours

Begin storm specific battle plan, share updated forecast with client representative.



### 24 Hours

Notify equipment operators and labor, share updated forecast with Association representative.



### 8-12 Hours

Finalize storm specific plan, share updated forecast with client representative, final notice to equipment operators and labor.





# Timely & Accurate Snow Communication You Can Count On

As storms and inclement weather evolve your assigned Account Manager will dispatch resources accordingly based on logistical and geographic needs keeping in constant communication with our teams on the ground. These pertinent updates, along with real time photos of site conditions, forecasts, and expectations can be conveyed directly to your property management team keeping them abreast of current conditions and expected results.

## Example of Snow Event Communication:

**Tuesday April 9, 9:10AM – Account Manager Email to Property Manager. Several of the Owners were CC'ed and a Skyview weather forecast was attached to the email**

Good morning Jessica,

I left the property a couple of hours ago and there was anywhere from 1"-2" of snow/slush/ice on the pavement. We are forecasted to receive an additional 2"-4" throughout the day, but if we don't receive that amount and not hit our 2" & 4" trigger depth, I still highly recommend completing a full push throughout the entire property. The reason behind my recommendation is because of the freezing temperatures and the high winds today and tonight. I believe if we don't do any services today or tonight, we will have sheets of ice throughout the entire property during tomorrow morning's commute. In order to help eliminate any icy conditions or slip and falls, we need to complete a full push later this afternoon. This will allow all of the sidewalks, and driveways and parking lots to be safe for the morning commute.

If you have any issues with this or have any suggestions, please let me know. We just want to be proactive with the icy conditions and keep the conditions safe.

**Tuesday April 9, 9:55AM – Property Managers response to the email, Owners CC'ed**

I completely agree. It's a sheet of ice already out there. Board members if you disagree, please let Brad and I know by 1p.m. today.

**Tuesday April 9, 9:46PM – Account Manager update, Owners CC'ed**

To all,

The majority of the snow has stopped and we are getting some melting on the south facing areas. We still shovel the north facing areas, but we will not have to service the entire property. There is a chance for additional snow tonight and the temperatures will be in the lower teens, so the snow removal is still necessary, but just not the entire property.





# Tools That Work for You and Us

Weather conditions can have a dramatic impact on your business, and on ours. BrightView partners with the National Oceanic and Atmospheric Administration (NOAA) and other local weather agencies that use the most detailed and sophisticated weather prediction tools available, so we can accurately plan and ensure that your property is always accessible.

Included with your snow communication and invoices you will receive certified weather data, ensuring you receive the level of service necessary for the weather conditions. Below is an example of a certified weather report from SkyView Weather you could expect to receive.

**SNOW REPORT**  
 your window to the weather  
**SKYVIEW WEATHER**  
 Report Created December 31 2019

Start Date: December 27, 2019  
 End Date: December 28, 2019  
 Region: Denver Metro

### Meteorological Discussion:

A deep low-pressure system south of Colorado would slowly move eastward overnight and into Saturday December 28th, 2019, resulting in snow showers for northeastern Colorado just after midnight with snow showers lasting through Saturday evening for most areas. Temperatures overnight into Saturday would drop into the mid to upper 20's with temperatures falling into the low 20s by midnight Saturday with gusty winds picking up in the early morning from the north with gusts up to 40mph towards northern Colorado with gusts between 20-30mph for the Denver Metro area through the day Saturday. As the main low-pressure system anchored itself well south of Colorado, a secondary surface low set up in northeastern Colorado overnight and into Saturday. Isolated flurries to light snow impacted areas along the eastern plains during Friday evening, before light snow showers started to fill into the northern portions of the state with areas around Ft. Collins receiving the first snowfall just after midnight. These light snow showers continued as a band of moderate snow would develop along the foothills from northern Jefferson County up to the Ft. Collins area which would bring the strongest snowfall of the day between 4-8am for areas northwest of Denver. Snowfall rates under this initial band would be between 0.5-1.5" per hour before stronger northerly winds took hold bringing a pocket of drier air along the I-25 corridor resulting in widespread light snowfall through the rest of the morning before snow began to pick back up by midday for areas east of I-25. By midday, a secondary surge of moisture moved in from the east, which allowed better snowfall for Denver and areas south into Douglas and Arapahoe Counties with snowfall rates of 0.25-0.75" an hour with some isolated areas in southern Douglas County receiving up to an inch per hour through the late afternoon. Snow began to taper off from the north by 2:00pm with meaningful snowfall for the Ft. Collins and Boulder area ending at this time. Snow would slowly start to taper off towards the southeast through the late afternoon with any additional snow as flurries to light snow. Meaningful snowfall would come to an end for Jefferson, Denver, western Arapahoe and Douglas Counties between 7-8pm as skies gradually cleared out overnight and into Sunday. Total accumulations from this event for the Ft. Collins area were between 2-3", Boulder between 2.5-3.5", elevated accumulations for areas around Broomfield from the early morning band of snow resulted in accumulations between 5-7", Denver between 2.5-4.5" with higher totals favoring areas east towards Aurora, northern and central Douglas between 2.5-4.5", with southern Douglas between 4-7", Jefferson suburbs received between 2.5-4.5" with foothills totals between 6-9". Snow totals in the table may be slightly lower than peak due to compaction and melting of snow and timing of spotter measurements.



# Hourly Snow Rates



BrightView's hourly rates and unit pricing is a representation of quality, safe and thorough service, and a level of communication that far exceeds our competitors.

Service	Minimum	Unit	2020-2021 Hourly Rates / Unit Pricing
Truck with Plow	N/A	hour	\$115
Snow Rader	N/A	hour	\$95
ATV / Small Sidewalk Blade	N/A	hour	\$95
Utility Vehicle UTV / Large Blade	N/A	hour	\$105
Skid Steer	N/A	hour	\$150
Dump Truck for Hauling	N/A	hour	\$150
Front-End loader	N/A	hour	\$295
Backhoe 12'	N/A	hour	\$215
Hand Shoveling	N/A	hour	\$62
Sidewalk Ice Melt	N/A	BAG	\$45
Ice Slicer	N/A	lb./ton	\$270
Truck with Spreader	N/A	hour	\$115

While we understand these rates aren't the cheapest you can find, we are confident that by having a plan in place, communicating continuously, and closely managing our service, we will operate more efficiently and likely result in lower overall invoices than our competitors.

For example, let's say Competitor X has hourly rates of \$75 for an ATV and \$50 for shoveling.

In November, we get our first measurable storm of the year; a 6" event which comes in at 4:00am.

BrightView (which has had an Account Manager visiting properties and dispatching team throughout the night) has its team on-site by 5:00 and with 1 ATV and 3 shovelers, completes the work in 3.5 hours. Our final bill is \$983.50

Competitor X woke up at 5am and was surprised to see 6" of snow. Service teams did not arrive on site until almost 8:30 because there were stuck in morning commute traffic.

Competitor X also uses an ATV, but sends 4 guys to shovel. They charge 1 way travel, and have no pre-determined service plan. They charge 4.5 hours and the final bill is \$1,237.50

Based on our responsiveness and executing a well-thought out plan, BrightView invoice is significantly less than Competitor X



# References / Testimonials

*"I wanted Brightview to be sure of how happy we have been with snow removal efforts at Gaylord Rockies this past season.*

*While we may still have an event or two to go before the season wraps up I did not want it to go unsaid that while we know it was a team effort all winter; Zach William's communication, advice, and leadership is unparalleled of any experience I have had with a vendor partner in the past 13 years working with Marriott. Snow removal was our "first impression" of the many contracts we have going with Brightview and he set a huge bar for the rest of your divisions to match completely knocking it out of the park."*

**Jim Obermaier | Director of Engineering**

Gaylord Rockies Resort & Convention Center  
6700 North Gaylord Rockies Boulevard, Aurora CO 80019  
Desk (720) 574 1577 Cell (720) 883 3865

**Northfield Stapleton Shopping Center**

Diana Fiore - 303-375-5464 / [diana.fiore@cbre.com](mailto:diana.fiore@cbre.com)

**Johnson Controls**

Jeff Russell - 720-385-8498 / [jeff.russell@cbre.com](mailto:jeff.russell@cbre.com)



SITE NAME: \_\_\_\_\_  
 PREPARED FOR: \_\_\_\_\_  
 RETURN BY: \_\_\_\_\_

## Service Agreement

### Client Information

Service Site Name & Address:

Client Billing Address:

Client Contact Name:

Billing Company Name:

Client Phone:

Billing Phone:

Client Mobile Phone:

Billing Fax:

Client Email Address:

Billing Method:

### SNOW SEASON 2019-2020

**Contract Term:**

**Contract Expires:**

**Contract #**

**Service Structure:**

**Date Created:**

**Return Signed By:**

To reserve Snow & Ice Management Services at your particular location, we must receive your signed service agreement (contract) in our office by the *Return Signed By* date listed above. If you need the date extended please contact us, but we may not be able to accommodate your preference for times of service for your property after the date listed above.

### Introduction

This Service Agreement was created with the service specifications we received from the client in addition to our evaluation of the type of property, entry and exit points, type of pavement and hours of operation/ traffic. The following Service Agreement outlines the specialized specific Snow & Ice Management services we can professionally provide for your property to meet your requirements. Your Service Agreement is organized in the following order:

1. Service Pricing Per Hour / Ice Event (page 2)
2. Completion Time Goals (page 3)
3. Service Specifications- Plowing & Salting (page 3)
4. Service Specifications- Sidewalks (page 4)
5. Terms & Conditions (pages 5 & 6)
6. Payment Terms & Signature (page 7)

Special Service Notes:





SITE NAME:

PREPARED FOR:

RETURN BY:

**Pricing Per Hour/Per Event**

<b>EQUIPMENT RATES</b>	<b>UNIT</b>	<b>RATE</b>	<b>MINIMUM</b>
TRUCK: PLOW W/WINGS	PER HOUR	\$ 100.00	2 HOURS MINIMUM
TRUCK: V PLOW	PER HOUR	\$ 105.00	2 HOURS MINIMUM
TRUCK: V PLOW W/WINGS	PER HOUR	\$ 110.00	2 HOURS MINIMUM
TRUCK: V PLOW W/BACK BLADE	PER HOUR	\$ 185.00	2 HOURS MINIMUM
DUMP TRUCK W/PLOW	PER HOUR	\$ 125.00	2 HOURS MINIMUM
FRONT END LOADER	PER HOUR	\$ 190.00	2 HOURS MINIMUM
BACKHOE	PER HOUR	\$ 180.00	2 HOURS MINIMUM
SKID-STEER	PER HOUR	\$ 100.00	2 HOURS MINIMUM
TRACTOR: WITH PUSH BOX OR BACK BLADE	PER HOUR	\$ 260.00	2 HOURS MINIMUM
VENTRAC/TRACTOR WITH SWEEPER OR BLADE	PER HOUR	\$ 215.00	2 HOURS MINIMUM
ALL TERRAIN VEHICLE (ATV)	PER HOUR	\$ 85.00	2 HOURS MINIMUM
ALL TERRAIN SNORATOR	PER HOUR	\$ 150.00	2 HOURS MINIMUM
SNOW BLOWER	PER HOUR	\$ 75.00	2 HOURS MINIMUM
LOADER PUSH BOX	PER HOUR	\$ 70.00	2 HOURS MINIMUM
BACKHOE PUSH BOX	PER HOUR	\$ 80.00	2 HOURS MINIMUM
SKID-STEER PUSH BOX	PER HOUR	\$ 50.00	2 HOURS MINIMUM
<b>SIDEWALK CLEARING &amp; CHEMICAL APPLICATION SERVICE</b>			
HAND LABOR	PER HOUR	\$ 50.00	2 HOURS MINIMUM
GRANULAR/LIQUID DISTRIBUTION TRUCK	PER VISIT	\$ 95.00	N/A
RAPID THAW	PER TON	\$ 240.00	2 HOURS MINIMUM
ICE MELT	PER BAG	\$ 50.00	N/A
LIQUID MAGNESIUM CHLORIDE	PER GALLON	\$ 2.50	2 HOURS MINIMUM



SITE NAME: \_\_\_\_\_  
 PREPARED FOR: \_\_\_\_\_  
 RETURN BY: \_\_\_\_\_

**Completion Time Goals**

COMPLETION TIME GOALS	TIMES SELECTED	INITIAL EACH
Monday – Friday:		
Saturday:		
Sunday:		

Completion time goals are identified so we can schedule equipment and manpower based on the completion time requirements of our clients. Storms ending 3 hours or less before completion time goal will most likely not be completed on time unless you have selected the continuous plowing service option during all snow events. Although JPL Cares, Inc makes all reasonable efforts to complete services by the above times, given the uncertainty and severity of climatic conditions JPL Cares, Inc cannot guarantee that all serviced will be completed by the times indicated.

**Service Specifications- Plowing & Salting**

**INSTRUCTIONS:** In the sections below **Client must initial EACH** type of vehicular pavement snow plowing and salting services Client requests Contractor to provide. Contractor agrees to provide only those services that Client has specifically selected by indicating “Yes”, or **defined quantity**, or “No” for any services it does not wish Contractor to provide. Services that Client has selected “No”, or failed to initial for any particular section, Contractor will NOT be required to provide said services.

SNOW PLOWING SERVICES	SERVICE SELECTIONS	INITIAL EACH
Vehicular Pavement Snow Plowing Required:		
Plowing of snow from pavement to start at a minimum accumulation of:		
Continuous plowing during snow events:		
Drivelane clearing during snow events:		
Complete Plowing every 2”-4” during snow events:		
Complete Plowing (2-6 Hours) after storm is finished:		
Flagging curbs & obstructions required: (performed by contractor)		
Snow equipment storage on-site:		

SALTING SERVICES	SERVICE SELECTIONS	INITIAL EACH
Vehicular Pavement Anti-icing & Deicing Required:		
Salt trucks start applying salt on ice, sleet and freezing rain at minimum accumulation of:		
Pre-Storm salting applications:		
Mid-Storm salting applications:		
Post- Storm salting applications:		
Refreeze monitoring & spot applications:		
Salt storage on-site:		



SITE NAME: \_\_\_\_\_  
 PREPARED FOR: \_\_\_\_\_  
 RETURN BY: \_\_\_\_\_

**Service Specifications- Sidewalks**

**INSTRUCTIONS:** In the sections below *Client must initial EACH* type of sidewalk clearing and sidewalk chemical application services Client requests Contractor to provide. Contractor agrees to provide only those services that Client has specifically selected by indicating “Yes”, or **defined quantity**, or “No” for any services it does not wish Contractor to provide. Services that Client has selected “No”, or failed to initial for any particular section, Contractor will NOT be required to provide said services.

SIDEWALK CLEARING SERVICES	SERVICE SELECTIONS	INITIAL EACH
Sidewalk Snow Control Required:		
Sidewalk clearing- charged <i>per occurrence rate OR hourly rate</i>		
Clearing snow/ice/sleet from sidewalks to begin at minimum accumulation of:		
Continuous clearing during snow events:		
Clearing every 2"-4" snow accumulation during snow events:		
Clearing (2-6 Hours) after snow is finished accumulating:		

SIDEWALK CHEMICALS	SERVICE SELECTIONS	INITIAL EACH
Sidewalk Deicer Required:		
<i>Deicer- charged per application rate OR per bag + labor rate</i>		
Deicing during sleet/freezing rain events begin at minimum accumulation of:		
Pre-Storm anti-icing applications:		
Mid-Storm deicer applications:		
Post- Storm deicer applications:		
Refreeze monitoring & spot applications:		
Post storm chemical cleanup & removal:		
Sidewalk chemical buckets required:		
Sidewalk chemical bucket quantity required:		



SITE NAME:

PREPARED FOR:

RETURN BY:

## Terms & Conditions

This Agreement is entered this \_\_\_\_\_ day of \_\_\_\_\_ between Jim's Pride Landscaping and Maintenance, Inc. dba JPL Cares, a Colorado corporation (hereinafter "Contractor") and

\_\_\_\_\_ Property Owner, (hereinafter "Managing Agent/Owner") and contains all terms and conditions of the snow management services and chemical or salt treatments which Client has requested Contractor to provide to Client for the duration of the contract term listed on page 1.

### 1. General Performance Standards:

1. Contractor represents that it has the capacity and the professional experience and skill to perform the Work and that the Work shall be performed in accordance with the standards of care, skill and diligence provided by competent area professionals who perform services of a similar nature to those services specified in this agreement.
2. If performance of the services by the Contractor is delayed due to Acts of God, Heavy Accumulations in short time frames, or in the case of a blizzard which go beyond the Contractors reasonable control, the Contractor shall give timely notice to the Managing Agent/Owner of such a delay, and such delay shall in any event be excused. Owner understands and agrees that sidewalk crews cannot work safely in temperature and wind conditions that combine for wind-chill below zero degrees Fahrenheit, and that Contractor has the right to cease Work under such circumstances with the right to resume the Work when crews can perform Work safely.
3. Owner understands and agrees that Contractor is not liable for incidental damages and normal wear and tear resulting from plowing and/or use of chemicals to ground cover, shrubbery, landscape lighting, curbs, paver bricks, hardscapes, asphalt surfaces and concrete, and is not liable for movement of gravel, movement of cars and snow piling around vehicles as a result of the Work.

### 2. Definitions

1. **Access Roads:** Roads leading to entries and exits of Managing Agent/Owner's property.
2. **Accessible Areas:** Drive Lanes, Entries and Exits, Fire Lanes and areas in Parking Lots of AT LEAST 4 consecutive vacant parking spaces (or if no striping or other indicators of parking spaces are present or visible; an area estimated by Contractor to be 4 consecutive vacant spaces). In addition to the above, if Contractor is provided the location of handicap parking spaces, all vacant handicap parking spaces are Accessible Areas.
3. **Business Hours:** When subject property is deemed open for business: . 8:00am-10:00pm for Retail sites, and 8:00am-6:00pm for office-type businesses.
4. **Drive Lanes:** Roads that lead through the parking areas on subject property.
5. **Entries and Exits:** Areas of Drive Lanes that allow access or exit to subject property.
6. **Fire Lanes:** Drive Lanes designed to accommodate emergency access vehicles.
7. **Materials:** Chemicals (or comparable products) used to reduce or decrease in amount the negative impact of snow on sidewalks and pertinent parking lot areas (Parking Lot Drive Lanes, Stop Signs, Fire lanes, Areas of steep grade, Sidewalks, Handicap Spaces, and Entries/Exits to/from buildings)
  - a. **Polar Melt®:** Usually white or blue in color with a chemical composition of Sodium Chloride, Sodium Silicate, and Magnesium Chloride.
  - b. **Rapid Thaw®:** Sometimes referred to as Granular Magnesium Chloride, Rapid Thaw is composed of Sodium Chloride, Potassium Chloride, and Magnesium Chloride.
  - c. **Ice Ban 300®:** A liquid composed of 10-20% Ice Ban concentrate and 80-90% MgCl<sub>2</sub>.
  - d. **Pre Treatment:** The use of materials before snowfall has taken place.
  - e. **Post treatment:** The use of materials after/during a snow event.
  - f. **Pre Treatment Conditions:** If the weather report suggests temperatures below freezing before a snowfall commences, pretreatment may be necessary.
  - g. **Post Treatment Conditions:** Anytime snow and the potential for freezing conditions are present.
8. **Managing Agent:** Person or persons in charge of facilitating or administering this Snow Removal Agreement for owner or tenant and is capable of making decisions regarding this Snow Removal Agreement.
9. **Non-Business hours:** Any hours that falls outside of Business Hours.
10. **Owner:** Person or Entity who owns subject property where snow removal services are being administered.



SITE NAME:

PREPARED FOR:

RETURN BY:

11. **Public Roadways:** Public roads or access roads leading to entries and exits of Managing Agent/Owner's property.
12. **Sidewalks:** Areas of concrete pathways leading into and out of buildings and parking lot areas, specifically designed for foot traffic.
  - a. **Exterior Sidewalks:** sidewalks that divide the Managing Agent/Owner's property from access roads to property that lay typically around the perimeter of the buildings and landscape. These walkways divide the city streets from the Managing Agent/Owner's property.
  - b. **Interior Sidewalks:** These walkways are concrete and lead in and out of buildings allowing access to parking lots.
  - c. **Stairways:** Areas on subject property where there are stairs.
13. **Subject Property:** The entire physical property, which is the subject matter of this agreement where Work is to be performed.
14. **Tenant:** Person or entity leasing real estate space from owner, which is situated on Managing Agent/Owner's property.
15. **Trigger Depth:** The depth of snow on site that triggers billable service work to be performed on sidewalks or parking lots areas of subject property.
16. **Certified Storm Report:** A Certified Storm Report from "TruWeather", which is a cumulative storm summary report certified by a meteorologist, based on zip code of the property.

### 3. Technical Specifications – Parking Areas

1. Snow removal services will commence when snow accumulation reaches      Trigger Depth. Contractor will remove snow from all parking areas with special consideration given to Business Hours and Non-Business Hours.
2. Contractor will not be responsible for removal of snow in between parked vehicles unless AT LEAST 4 PARKING SPACES EXIST in between said vehicles (this condition creates additional liability for property damage and is not a safe practice for the Contractor, Managing Agent/Owners, or tenants). Likewise, 4 spaces must also exist between parked vehicles and median and/or islands and/or curb and gutter areas parallel to parking spaces for plowing services to be rendered. Notwithstanding the above, if a vacant space exists between parked vehicles and the vacant space is a Handicap Stall; shoveling will be used to remove snow, and Rapid Thaw® and/or Polar Melt® will be applied, whether during Business or Non-Business Hours.
3. Subject to Paragraph G(2) above, Contractor will be responsible to remove snow from entire parking lot during Non-Business Hours unless obstacles or vehicles are left overnight.
4. Subject to Paragraph G(2) above, Contractor will not hand shovel or hand apply Rapid Thaw® and/or Polar Melt® in between parked vehicles unless otherwise requested by Managing Agent/Owner.
5. During Business Hours all Accessible Areas will be serviced.
6. Contractor will in its sole discretion determine frequency, type, and amount of Rapid Thaw® and/or Polar Melt® used based on existing conditions, unless otherwise requested by Managing Agent/Owner.
  - a. Rapid Thaw® and/or Polar Melt® will be applied in the parking lot areas (Main drive lanes, Fire lanes, loading docks that are vacant, Entries and Exits to the property, handicap spaces, Interior Sidewalks, and Stairways. Please note, this does not include entire parking spaces.
  - b. Unless requested in writing by Managing Agent, materials will not be applied to parking spaces. It is understood that the Contractor's application method for Rapid Thaw® is a VBOX sander spreader and that these machines have a spreading width of roughly 40'. This application will in fact cover the entire main drive lane with one pass in most cases. The Contractor's application rate for Rapid Thaw® materials is approximately 700 lbs per lane mile. More or less material may be used based on conditions and Contractor's discretion will determine what is appropriate at the time based on existing conditions.
  - c. Liquid material will be used only upon request in writing by Owner or Managing Agent. Pretreatments can and will be done with Rapid Thaw unless otherwise requested.
7. Contractor has the right to install marker stakes along parking lots and driveways to prevent damage to Contractor equipment and Owner agrees not to remove said stakes.

### 4. Technical Specifications – Sidewalks and Handicap Spaces

1. All Sidewalks and handicap access parking spaces on property will be cleared when snow accumulation reaches      Trigger, regardless of the time of day or night with consideration given to Business Hours and Non-Business Hours.
2. Sidewalks, Handicap Spaces, and walkways throughout the Property that allow access from parking lot to the buildings, and or provide access to the building by Merchants, Managing Agent/Owner, Tenants or Vendors will be treated with materials as determined by Contractor.
3. Polar Melt® will NOT be applied to Exterior Sidewalks unless requested by Managing Agent/Owner in writing.
4. Contractor IS NOT obligated to shovel snow and or apply Polar Melt® or Rapid Thaw® in between cars unless requested by Managing Agent/Owner in writing and agreed to by Contractor. Areas between cars are not defined as walkways and will not be serviced as such unless requested.

### 5. Scope of "Work":

1. Contractor will remove snow and/or apply Rapid Thaw® on all main Drive Lanes, Stop Signs, Access Roads, Entries and Exits of property. Polar Melt® will be applied to Sidewalks surrounding Entries, Exits or any other access point to building, and any Stairways. Contractor



SITE NAME:

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shall make all reasonable efforts to perform the Work within the timelines set forth in this Agreement, but given the nature of snow removal and snow events, Contractor does not guarantee it will perform Work in the timeframes set forth herein.

2. In the event of heavy snow accumulations, Contractor is prepared to accommodate hauling and dumping of excessive snow accumulation upon request of Managing Agent/Owner. Contractor will keep close contact with Managing Agent/Owner to assist in determining needs as these services sometimes require larger equipment, and additional charges will apply. Hourly charges for Loaders, Dump Trucks and other heavy equipment can be found on the hourly rate list attached to this Agreement.
3. Contractor will make every attempt possible to complete the Work for each weather event within twenty-four (24) hours after snow has ceased to fall, gather or accumulate for any particular weather event where services are needed. Contractor has the right, but not the obligation, to initiate Services before snow has ceased if snow accumulations in excess of the foregoing Trigger Depths are forecast within a twenty-four (24) hour period. Therefore, multiple trips at additional cost may be made to the Subject Property to perform Services during any particular weather event.
4. In the event of accumulations greater than 10 inches, Main Drive lanes, Entries/Exits of buildings and Interior Sidewalks of Managing Agent/Owner's Property will be the primary focus of the Contractor's initial visit. Work during Business Hours is difficult with increased traffic, but efforts will be made to make Managing Agent/Owner's Property accessible. Strategic efforts will be made to allow access to Managing Agent/Owners, vendors, and Tenants during heavy snow accumulations, but Contractor makes no representation or guarantee complete access to the Managing Agent/Owner's Property will be obtainable in the case of Acts of God, Heavy Accumulations in short time frames, or in the case of a blizzard. Contractor will have as many as (36) hours after snow has ceased to fall to complete snow removal operations. Return visits may be necessary until complete access is achieved.
5. Contractor is not obligated to provide notice to Tenants, employees of Tenants, or Managing Agent/Owners of Tenants as to when Contractor will initiate or perform Services unless requested in writing by Managing Agent.
6. Snow will be plowed or removed as determined by Contractor. Contractor will attempt to pile snow in locations that will not unreasonably inhibit Drive Lanes and Entries and Exits or unreasonably occupy parking spaces that are used. Snow will not be piled in areas such that it will impede drainage. In cases of excessive snow accumulations, Contractor may use extra parking spaces for snow storage. Contractor will return after snow ceases and remove snow from these areas after discussing and receiving approval from Managing Agent.
7. "Shovel-wide" paths will be cleared on sidewalks during the initial visit when snowfall or accumulation exceeds ten (10) inches or drift or similar conditions exist. The sidewalk paths will be widened on subsequent visits as conditions permit.
8. Contractor may utilize Sand, Salt, Rapid Thaw®, Polar Melt®, (and upon written request, Liquid Magnesium Chloride) as part of its Services. Contractor is not be responsible for cleanup of Rapid Thaw® and/or Polar Melt®.
9. Contractor agrees to perform site inspection and will document (including photographs) existing conditions of concrete, asphalt, signage and the premises generally upon contract signature. Contractor is not liable for any pre-existing damages on property prior to commencement of this Snow Removal Agreement or for any normal wear and tear associated with Snow Removal Work.
10. Emergencies are defined as items, which by their nature, cannot be postponed and are likely to cause immediate damage to health or property. Response to emergencies will be by whatever means are most practical to remedy a particular situation. Contractor is entitled to compensation for emergencies, pursuant to the Hourly Rates as attached hereto.

## 6. Payment

Time for payment is of the essence of this Agreement. Managing Agent/Owner shall pay Contractor in accordance with the following: Contractor will submit invoice(s) to Managing Agent/Owner for Services rendered after each particular weather event in accordance with Hourly Rate Schedule, as attached. Payment for each invoice shall be due within thirty (30) days from the date of the completion of the weather event, unless other payment terms are negotiated and agreed upon in writing. Interest shall accrue from the date payment is due at the rate of 1.5% per month. In the event Managing Agent/Owner fails to make payment in accordance with this Agreement, Contractor shall be awarded its reasonable attorneys' fees, expenses and other costs of collection in addition to all other losses and damages. Payment of invoice(s) shall relieve Contractor of responsibility for faulty, defective, or recalled materials or workmanship connected with work performed and Contractor is relieved of any obligation to perform Work so long as payment from Owner is past due. Owner acknowledges and agrees that Contractor has dedicated scheduled to time to performance of the Work pursuant to this Agreement and that Contractor is entitled to payment for the Work even if Owner refuses to allow or prevents performance of the Work. Included after each event, Contractor will include a "Meteorologist Certified Storm Report" from TruWeather a third-party vendor chosen by the Contractor. Each report will include a storm summary, snow fall total, and conditions in and around the area per zip code of property.

## 7. Contractor Insurance Coverage

Contractor agrees to carry a policy of general liability insurance with limits of at least \$1,000,000 per occurrence. Contractor shall submit certification of said insurance and proper coverage of worker's compensation insurance to the Managing Agent/Owner prior to commencing work.

## 8. Communication

Contractor management will be available, via phone, email, and will respond promptly to emergencies that may arise.





SITE NAME:

PREPARED FOR:

RETURN BY:

**9. Inspection & Acceptance/Waiver:**

Within twenty-four (24) hours after snow has ceased to fall, gather or accumulate for each weather event and snow removal services have been completed, Managing Agent/Owner and/or Managing Agent shall inspect the parking lots and sidewalks at the Subject Property to verify that Services have been fully and properly performed for that particular weather event and that said Work is satisfactory. Managing Agent/Owner and/or Managing Agent must notify Contractor within said twenty-four (24) hour period, of any and all incomplete or deficient Work related to that particular weather event. Managing Agent/Owner and/or Managing Agent must notify Contractor in writing, within said twenty-four (24) hour period, of any and all claimed damage to property, loss or injury in any way related to or arising from the Work, or lack thereof, performed for that particular weather event. Managing Agent/Owner/Managing Agent's failure to timely provide such notice to Contractor shall conclusively be deemed: (a) an acceptance by Managing Agent/Owner of the Services provided for that particular weather event as complete, proper and satisfactory; and (b) a full waiver and release of Contractor by Managing Agent/Owner of any and all claims, rights, actions, lawsuits and remedies for (i) incomplete, deficient or defective Work for that particular weather event, and (ii) any and all direct or consequential damages, losses and injuries in any way related to or arising from the Work, or the lack thereof, performed for that particular weather event. It is expressly understood that Managing agent/Owner is obligated to inform Tenants and or homeowners of conditions on site.

**10. Limitation Of Liability**

The liability, if any, of Contractor and its officers, directors, managers, shareholders, members, joint ventures, partners, agents, affiliates, employees, subcontractors, suppliers, representatives, successors and assigns (collectively "Contractor") to Managing Agent/Owner and their tenants for damages, losses and injuries in any way related to or arising from Services, or the lack thereof, shall be limited to those damages, losses and injuries caused solely and directly by Contractor when and actually occurring while Contractor was physically present on the Subject Property performing Work. Notwithstanding anything in this Agreement to the contrary, it is expressly understood and agreed that Contractor's liability, if any, to Managing Agent/Owner whether in contract, in tort (including, but not limited to, negligence), strict liability or otherwise shall not exceed the amount of the compensation that Managing Agent/Owner has paid to Contractor pursuant to this Agreement for the particular weather event giving rise to Contractor's Work alleged to have caused the damage. UNDER NO CIRCUMSTANCES SHALL CONTRACTOR BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, including, but not limited to, lost profits or revenues, rental costs or other expenses. The compensation stated in this Agreement includes consideration for limiting Contractor's liabilities and the Managing Agent/Owner's damages, losses, injuries, claims, rights, actions, lawsuits and remedies.

**11. Indemnification**

Managing Agent/Owner shall indemnify, defend, save and hold harmless Contractor, its officers, agents, and employees against all liability including damages, fines, penalties, damage to property or injury or death of any person or persons or property arising out of, or in any way connected with, or resulting from the acts, non-acts, negligence or alleged negligence of Owner and its tenants, and their officers, agents, and employees in connection with the Work hereunder. Said indemnification shall be inclusive of all costs and attorney fees and/or any judgment or settlement, resulting from either claim or litigation pursued against Contractor arising out of this agreement.

**12. Modifications/Amendments**

This written Agreement is the entire Agreement between the Parties. No changes or amendments to this Agreement will be valid or enforceable unless such changes are in writing and signed by both Parties. During the effective period of this Agreement, should Client decide to modify the "Service Specifications" section(s) which Client has requested Contractor to provide as set forth in the Service Specifications sections of this Agreement, Client will provide Contractor with such Notice of Change in writing. No change will become effective for 72 hours from when sent by Client to Contractor. Client acknowledges that Contractor has ordered certain materials, equipment and arranged for man power in anticipation of providing services to Client. Client agrees to be responsible for all Services provided in any interim period from the time Notice is given in writing up to and through 72 hours or the conclusion of the latest weather event requiring services, whichever is later.

**13. Termination**

Either party may terminate this agreement, with or without cause, by upon thirty (30) days written notice. If terminated, Work performed or materials provided become due and payable on or before date of termination for all Work performed through the date termination.

- 1. **Notices:** Either all notices here under shall be in writing and sent by mail or via fax, (fax copies will be considered originals).

**To JPL Cares:** 13195 North Highland Circle  
Littleton, CO 80125  
Fax # (303) 783-1399

**To Managing Agent/Owner:** C/O Managing Agent at address listed above.



SITE NAME: \_\_\_\_\_  
 PREPARED FOR: \_\_\_\_\_  
 RETURN BY: \_\_\_\_\_

**Signature**

By signing this Service Agreement (Contract) the Client (Owner) authorizes Contractor (JPL Cares, Inc) to provide snowplowing, salting, chemical ice melt, shoveling and/or anti-icing at the property site address listed on this Service Agreement (Contract) for the prices listed in this Service Agreement (Contract) and under the 12 paragraphs of terms and conditions and under the payment terms listed in this Service Agreement (Contract).

Please Note Any Special Instructions Not Included Herein: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Client:

Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 24HR Contact: \_\_\_\_\_  
 24HR Phone: \_\_\_\_\_  
 24HR Email: \_\_\_\_\_

**Return Signed To:**  
 JPL Cares, Inc  
 13195 N. Highland Circle  
 Littleton, Co 80125

Email: drew@jplcares.com  
 Fax: (303) 362-5899  
 24/7: (303) 948-6488

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Drew Wallace – Chief Operating Officer (JPL Cares, Inc)

**Remittance Information**

Please submit this signed Service Agreement to us ASAP to secure placement on our crew’s service schedules. You may submit via USPS, Fax, or Email. Please contact me with any changes or questions you may have, I am available any time for further assistance. Thank you very much for the opportunity.





Exhibit “B”  
2020-2021 Snow Removal Rates

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\$106.00	per hour, pick-up truck with 7.5 foot plow
\$51.00	per hour, per laborer, hand shoveling
\$60.00	per hour, per hour, snow blower
\$83.00	per hour, ATV w/blade
\$85.00	per hour, dingo w/blade-broom
\$160.00	per hour, skid steer with pusher box/bucket
\$275.00	per hour, front end loader
\$150.00	per hour, dump truck 10 yard
\$0.80	per pound, ice melt plus \$51.00 per hour application
\$245.00	Per ton, ice slicer plus \$106.00 per hour application
	<b><i>Additional service if requested by client</i></b>
\$51.00	per hour, obstacle identification service plus 2.75 per stake

- 
- One hour minimum charge per service and job site
  - Snow removal on New Year’s Day, Easter, Thanksgiving Day, and Christmas Day will be billed at 1.5 times the normal rate.

## 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:

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Title:

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Date:

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Accepted:

**Colorado Lighting, Inc.**

By:

*Chris Frank*

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Title:

General Manager

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Date:

August 31, 2020

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# 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](http://www.denvergov.com)

Application must include completed form and Traffic Plan(s).  
Submit to: Email - [PWpermits@denvergov.org](mailto: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: CFC Construction Contractor License #: 20685

Company Address: 14062 Denver West Parkway Suite 110, BLDG 52, Golden, CO 80401 Plumber/Sewer License #: \_\_\_\_\_

Contact's Name: Troy Ballard Off Phone: 303-277-8600

Contact's Email: [troy.ballard@cfcc.com](mailto:troy.ballard@cfcc.com) Cell Phone: 661-212-0600

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Is This an official City funded project?  Yes  No Project #: \_\_\_\_\_

City Agency & Contact: Joe Delaware Phone: 303-641-5658

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Project Address & Location: 2520 Wewatta Way, Denver, CO 80216

Purpose: Wewatta sidewalk and parking lane closure

Requested Dates: 8/31/20 To 10/15/20 Requested Times: Total Closures

Additional Comments: \_\_\_\_\_

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Does your project need to bag/cover any **Parking Meters**?  Yes  No

If Yes, please complete the Parking Meter Request Form.

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Does your project need to excavate/bore in the **Right of Way**?  Yes  No

If Yes, please complete the section below.

Right of Way Cut Request:	<input type="checkbox"/> Street	<input type="checkbox"/> Alley	<input type="checkbox"/> Sidewalks	<input type="checkbox"/> Tree Lawn
Cut Type:	<input type="checkbox"/> Sewer	<input type="checkbox"/> Water	<input type="checkbox"/> Gas	<input type="checkbox"/> Other
Right of Way Cut Size/Quantity: (Estimated Cost)	Length: <input style="width: 50px;" type="text" value="0"/>	Width: <input style="width: 50px;" type="text" value="0"/>	Total Area: <input style="width: 50px;" type="text" value="0"/>	Est. Cost: <input style="width: 100px;" type="text" value="\$0.00"/>
	Number of Potholes: <input style="width: 100px;" type="text"/>		Total Area: <input style="width: 50px;" type="text" value="0"/>	Est. Cost: <input style="width: 100px;" type="text" value="\$0.00"/>
<b>Note: Emergency Sewer Cuts in alleyways must be submitted by 3pm following business day.</b>				

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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.

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<b>For City Use Only: Do not write below line. This Approval is only for the Street Occupancy Permit.</b>		
<b>Status:</b>	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
TCS / Engineer's Signature	Date	Permit Number
<b>**Any modification after approval of original permit will require a resubmittal.**</b>		

# Worksheet: Right-Of-Way Street Occupancy Permit

Company Name: CFC Construction 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**

**Collectors And Arterial Lane Closures:**

	Price/Lane		Days		Work Zone		Taper Length		
<b>Peak Hours:</b>	Parking Lane:	\$0.50	x	46	x	( 252	+	( )	= \$5,796.00
	1st Lane:	\$0.50	x	46	x	( )	+	( )	= \$0.00
	2nd Lanes:	\$1.00	x	46	x	( )	+	( )	= \$0.00
	3rd Lanes:	\$2.00	x	46	x	( )	+	( )	= \$0.00
(Distance from 1st cone to last cone)									
<b>Off Peak Hours:</b>	Parking Lane:	\$0.45	x	46	x	( )	+	( )	= \$0.00
	1st Lane:	\$0.45	x	46	x	( )	+	( )	= \$0.00
	2nd Lanes:	\$0.90	x	46	x	( )	+	( )	= \$0.00
	3rd Lanes:	\$1.80	x	46	x	( )	+	( )	= \$0.00
(Distance from 1st cone to last cone)									

**Detour Fees:**

<b>Peak Hours:</b>	Price/Lane		Days		Length of Detour, LF			
	\$0.50	x	46	x	( )		=	\$0.00
<b>Off Peak Hours:</b>	Price/Lane		Days		Length of Detour, LF			
	\$0.45	x	46	x	( )		=	\$0.00

**Residential:**

<b>1 Lane:</b>	Price/Lane		Days		Work Zone		Taper Length		
	\$0.15	x	46	x	( )	+	( )	= \$0.00	
(Maintaining one lane of access)									
<b>Full:</b>	Price		Days		Entire length of Road				
	\$0.30	x	46	x	( )		=	\$0.00	
(No Access)									

**Alley Closure:**

<b>Residential:</b>	Full	Price/Ft		Days		Length of Closure			
		\$0.30	x	46	x	( )		= \$0.00	
(Entire length of alley)									
	Partial	Price/Ft		Days		Length of Closure			
		\$0.15	x	46	x	( )		= \$0.00	
<b>CBD and Cherry Creek:</b>	Full	Price/Ft		Days		Length of Closure			
		\$0.50	x	46	x	( )		= \$0.00	
(Entire length of alley)									
	Partial	Price/Ft		Days		Length of Closure			
		\$0.25	x	46	x	( )		= \$0.00	

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

<b>Residential:</b>	Price/Ft		Days		Length of Closure			
	\$0.15	x	46	x	( )		=	\$0.00
<b>Collectors &amp; Arterials:</b>	Price/Ft		Days		Length of Closure		Width	
	\$0.25	x	46	x	252		( )	= \$2,898.00
<b>CBD &amp; Cherry Creek:</b>	Price/Ft		Days		Length of Closure		Width	
	\$0.05	x	46	x	( )		( )	= \$0.00

**Covered Walkways:**

<b>Residential:</b>	Price/Ft		Days		Length of Closure			
	\$0.15	x	46	x	( )		x 10%	= \$0.00
<b>Collectors &amp; Arterials:</b>	Price/Ft		Days		Length of Closure		Width	
	\$0.25	x	46	x	( )		( )	= \$0.00
<b>CBD &amp; Cherry Creek:</b>	Price/Ft		Days		Length of Closure		Width	
	\$0.05	x	46	x	( )		( )	= \$0.00

<b>Permit Issuance and Inspection Fee:</b>		=	\$50.00
<b>Re-Application Fee</b> (for any TCP that is denied for accuracy/compliance with MUTCD) <b>\$100</b>		=	\$0.00
<b>Unauthorized Closure Fee</b> (or reinstatement of revoked permit) <b>up to \$500 per day of non-compliance</b>		=	\$0.00
<b>Non-Standard Time Frame Fee</b> (any request outside of normal process) <b>\$500</b>		=	\$0.00
<b>Total</b>		=	<b>\$8,744.00</b>

**Non Standard Occupancy Fee:** Unauthorized sidewalk, street, or alley closure or reinstatement of revoked permit  
 = \$0.00  
**Fee is approved by:** \_\_\_\_\_ **Total** = **\$8,744.00**



**TO: Executives and Board Officers of City and County of Denver Local Taxing Jurisdictions**

**FROM: Brendan J. Hanlon, Chief Financial Officer, City and County of Denver**

**DATE: July 29, 2020**

**RE: Denver to Extend Waiver of Interest on Late Payment of Property Taxes**

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This notice is being sent to all special district email addresses on file within the Department of Finance.

On June 14, Colorado Governor Jared Polis signed House Bill 20-1421, allowing municipalities to reduce, waive, or suspend interest associated with the late payment of property taxes. On July 1<sup>st</sup>, the Mayor announced his intention to propose a resolution to City Council to continue providing relief to property owners by taking full advantage of the bill.

On July 27, 2020 Denver City Council approved a resolution authorizing full interest waiver associated with the late payment of property taxes beginning July 1 through Oct. 1, 2020.

The Treasury Division will temporarily waive accrual of interest for delinquent payment of property taxes for the period between July 1, 2020 and October 1, 2020.

Property tax relief efforts have been underway since early April, when the Governor issued Executive Orders allowing late interest to be waived for the second half of March and all of April. Late interest is still due for the month of May and June, as the power to waive interest for those months was not granted by the State.

cc: Steve Ellington, Treasurer  
Laura Perry, Capital Planning and Programming Director  
Michael Kerrigan, Financial Analyst Specialist

Denver Department of Finance  
201 W. Colfax Ave. | Denver, CO 80204  
[www.denvergov.org/finance](http://www.denvergov.org/finance)  
p. 720.913.5500 | f. 720.913.4103