

DENARGO MARKET METROPOLITAN DISTRICT NO. 1

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
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NOTICE OF A REGULAR MEETING AND AGENDA

<u>Board of Directors</u>	<u>Office</u>	<u>Term/Expires</u>
Laura H. Newman	President	2020/May 2020
Donald D. Cabrera	Treasurer	2020/May 2020
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 17, 2019
TIME: 4:30 p.m.
PLACE: The Waterford RiNo (Conference Room)
2797 Wewatta Way
Denver, Colorado 80216

I. ADMINISTRATIVE MATTERS

- A. Present Disclosures of Potential Conflicts of Interest.

- B. Approve Agenda; confirm location of the meeting and posting of meeting notices.

- C. Review and approve the Minutes of the June 26, 2019 Special Meeting (enclosure).

- D. Discuss new legislation for posting meeting notices (enclosure).

- E. Review and consider adoption of First Amendment to Resolution No. 2018-11-01, Establishing Regular Meeting Dates, Time and Location, and Designating Locations for Posting of 72-Hour and 24-Hour Notices (enclosure).

- F. Review and consider adoption of Resolution No. 2019-09-01, Resolution of the Board of Directors of Denargo Market Metropolitan District No. 1 Establishing District Website, and Designating Location for 24-Hour Notices (enclosure).

II. 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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III. CAPITAL MATTERS

- A. Discuss status of the Detention Vault Outfall for a “Blind Tie In” connection to the stormwater line.
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1. Discuss Traffic Control Plan.
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2. Discuss construction traffic.
-

3. Discuss issues concerning sub-contractors.
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- B. Ratify approval of Right-of-Way Street Occupancy Permit, in the amount of \$534.75.
-

IV. FINANCIAL MATTERS

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

Fund	Period Ending May 18, 2019	Period Ending June 18, 2019	Period Ending July 18, 2019	Period Ending August 19, 2019
General	\$ 8,361.65	\$ 10,265.44	\$ 28,213.70	\$ 22,152.97
Debt Service	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Capital Projects	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Total	\$ 8,361.65	\$ 10,265.44	\$ 28,213.70	\$ 22,152.97

Fund	Period Ending Sept. 19, 2019
General	\$ 13,410.30
Debt Service	\$ -0-
Capital Projects	\$ -0-
Total	\$ 13,410.30

- B. Review and accept the unaudited financial statements through the period ending June 30, 2019 and Schedule of Cash Position as of June 30, 2019, updated September 12, 2019 (enclosure).
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- C. Consider appointment of District Accountant to prepare the 2020 Budget.
-

- D. Schedule 2020 budget workshop.
-

V. LEGAL MATTERS

- A. Review and consider approval of Termination of Multiple-Year Operation Funding Agreement by and between the District and Denargo Market Development, LLC (to be distributed).
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- B. Discuss Multiple-Year Operation Funding Agreement by and between the District and Golub and Company LLC.
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- C. Ratify approval of Estoppel Certificate related to the Declaration of Covenants, Conditions and Restrictions for Denargo Market.
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- D. Ratify approval of Estoppel Certificate related to Multiple-Year Operation Funding Agreement.
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- E. Ratify approval of Estoppel Certificate related to Amended and Restated Framework Agreement for Denargo Market.
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VI. OPERATIONS AND MAINTENANCE

- A. Discuss 2020 maintenance contracts.
-

- 1. Snow removal services (enclosure).
-

- 2. Landscape maintenance services.
-

3. Site lighting maintenance services.

4. Security.

5. Locates.

6. Construction management services.

7. Towing.

VII. OTHER MATTERS

A. Discuss AT&T request for a small cell site.

VIII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR
NOVEMBER 19, 2019.**

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE DENARGO MARKET METROPOLITAN DISTRICT NO. 1 HELD JUNE 26, 2019

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 Wednesday, the 26th day of June, 2019, at 4:30 p.m., at The Waterford RiNo, 2797 Wewatta Way, Denver, Colorado 80216. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Donald D. Cabrera
Todd T. Wenskoski

Also In Attendance Were:

Ann E. Finn; Special District Management Services, Inc.

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

Daniel Metzger and Jason Mitchell; former Board members

Jeffrey Jones, Laura Newman, and David Smith; District Nos. 1 & 3 Board candidates

Jason Carroll; CliftonLarsonAllen LLP

Sarah Rockwell; Kaplan Kirsch Rockwell

Bill Valaika; DAE Group LLC (for a portion of the meeting)

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosure of Potential Conflicts of Interest: The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board and to the Secretary of State. Attorney Williams 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

RECORD OF PROCEEDINGS

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.

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 Wenskoski and, upon vote, unanimously carried, the Agenda was approved, as amended.

Approval of 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 Wenskoski and, upon vote, unanimously carried, the Board determined that because there was not a suitable or convenient location within its boundaries to conduct this meeting, it was determined to conduct the meeting at the above-stated location. The Board further noted that notice of the time, date and location was duly posted and that they have not received any objections to the location or any requests that the meeting place be changed by taxpaying electors within its boundaries. The Board further noted that the location of the special meeting is within a 20-mile radius of the boundaries of the District.

Minutes: The Board reviewed the Minutes of the April 4, 2019 Special Meeting.

Following discussion, upon motion duly made by Director Cabrera, seconded by Director Wenskoski and, upon vote, unanimously carried, the Board approved the Minutes of the April 4, 2019 Special Meeting.

Resignation of Directors: The resignations of Directors Abrams, Mitchell, and Metzger were acknowledged.

Appointment of Directors: The Board considered the appointment of Jeffrey D. Jones, Laura H. Newman, and David H. Smith to fill the vacancies created by the resignation of Directors Abrams, Mitchell, and Metzger (Notice of Vacancies was published in The Daily Journal on June 14, 2019).

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Cabrera, seconded by Director Wenskoski and, upon vote, unanimously carried, Jeffrey D. Jones, Laura H. Newman, and David H. Smith were appointed to fill the vacancies created by the resignation of Directors Abrams, Mitchell, and Metzger. The Oaths of Office were administered.

Appointment of Officers: The Board entered into discussion regarding the appointment of officers.

Following discussion, upon motion duly made by Director Smith, seconded by Director Jones and, upon vote, unanimously carried, the following officers were appointed:

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

PUBLIC COMMENT

There were no public comments at this time.

CAPITAL MATTERS

Status of Construction Activity Permit with Cypress Real Estate Advisors (“Cypress”): Ms. Finn advised the Board that the permit fees and the damage deposit have been paid by Cypress for the Construction Activity Permit.

Cypress Revision to the Detention Vault Outfall: Mr. Valaika reviewed with the Board a request from Cypress for a revision to the Detention Vault Outfall to include a “blind tie in” connection for the vault connection to the existing stormwater line.

Following review and discussion, upon motion duly made by Director Smith, seconded by Director Jones and, upon vote, unanimously carried, the Board approved the request for a revision to the Detention Vault Outfall for a “blind tie in” connection subject to a pre-construction meeting with Director Cabrera. The approval is also subject to Director Cabrera and Mr. Rick Martinez, with the City and County of Denver, being present while the work is being performed and final inspection.

RECORD OF PROCEEDINGS

Street and Sidewalk Closures: Mr. Valekia presented a memorandum detailing the sidewalk closures fees paid to date. He advised the Board that he is working on a street closure plan, which will be submitted when the traffic plan is complete.

Right-of-Way Street Occupancy Permit: The Board reviewed and considered approval of a Right-of-Way Street Occupancy Permit.

Following review and discussion, upon motion duly made by Director Smith, seconded by Director Jones and, upon vote, unanimously carried, the Board approved the Right-of-Way Street Occupancy Permit, in the amount of \$534.75.

Traffic Control Plan: No Traffic Control Plan was available at this time.

License Agreement for Maintenance of Sidewalks and Landscaped Areas: The Board deferred discussion.

FINANCIAL MATTERS

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

Fund	Period Ending April 18, 2019
General	\$ 17,276.68
Debt Service	\$ -0-
Capital Projects	\$ -0-
Total	\$ 17,276.68

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

Checking Account Signers: The Board discussed authorizing signers on the District's checking account.

Following discussion, upon motion duly made, seconded and, upon vote, unanimously carried, the Board authorized Directors Newman and Smith to be the primary signers on the District's checking account.

RECORD OF PROCEEDINGS

Director Fees: The Board discussed payment of directors' fees.

Following discussion, upon motion duly made, seconded and, upon vote, unanimously carried, the Board approved the payment of directors' fees in the statutorily authorized amount.

Unaudited Financial Statements: Mr. Carroll reviewed with the Board the unaudited financial statements through the period ending May 31, 2019 and Schedule of Cash Position as of May 31, 2019, updated June 17, 2019.

Following review, upon motion duly made by Director Smith, seconded by Director Jones and, upon vote, unanimously carried, the Board accepted the unaudited financial statements through the period ending May 31, 2019 and Schedule of Cash Position as of May 31, 2019, updated June 17, 2019.

LEGAL MATTERS

Termination of Multi-Year Operation Funding Agreement: The Board deferred discussion.

Multi-Year Operation Funding Agreement: The Board deferred discussion.

Estoppel Certificates: Attorney Williams reviewed with the Board three (3) Estoppel Certificates from the District to Golub and Company LLC for the multiple-year Operation Funding Agreement, Amended and Restated Framework Agreement and Declaration of Covenants, Condition and Restrictions for Denargo Market.

Following discussion, upon motion duly made by Director Wenskoski, seconded by Director Newman and, upon vote, unanimously carried, the Board approved the three (3) Estoppel Certificates as presented.

OPERATIONS AND MAINTENANCE

Proposal from Arrowhead Landscape Services, Inc. for Mulch in the Park: The Board deferred discussion.

Drainage Channel and Detention Pond: Ms. Finn reported to the Board that the drainage channel and detention pond have been cleaned up.

RECORD OF PROCEEDINGS

OTHER MATTERS

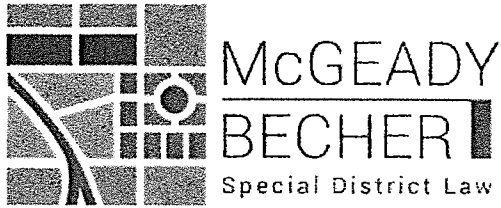
Denver Metro Protective Services Activity Log Report: The Board reviewed the Denver Metro Protective Services Activity Log Report. No action was taken by the Board.

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting



MEMORANDUM

To: Special District Board of Directors
From: McGeady Becher
Date: August 30, 2019
Re: Legislative Changes to Public Meeting Notice Requirements

Introduction

The Colorado legislature recently passed House Bill 19-1087 (“HB 19-1087”) which changes public meeting notice requirements of local public bodies, including counties, municipalities and special districts. The intent of the legislation is for local governments to transition from posting notices of public meetings in physical locations to posting notices online at the local government’s website, social media account or other official online presence of the local government.

Historically, under Colorado’s Open Meetings Law, a local government has been required to post notices of public meetings at a designated public place within the boundaries of the local government. In addition, Title 32 has required special districts to post notices of regular and special meetings at three designated public places within the boundaries of the district and at the office of the local county clerk and recorder. Title 32 has also required that the notices for special board meetings be posted at least 72 hours prior to the meeting.

New Public Meeting Notice Requirements pursuant to HB 19-1087

With the passage of HB 19-1087, effective as of August 2, 2019, special districts may satisfy the public notice requirements of the Open Meetings Law and Title 32 by posting notices of regular and special meetings, with specific agenda information if available, on a public website of the special district at least 24 hours in advance of the meeting. If a district is unable to post a notice on a public website (for example, if a district is in the process of establishing its website), the district shall continue to post its meeting notices in a physical location within the boundaries of the district. Posting in one physical location within the district will satisfy the public notice requirements; districts no longer have to post in three locations. In addition, districts no longer have to post special board meeting notices 72 hours in advance; posting

notices at least 24 hours prior to the meeting is sufficient. Also, districts will no longer have to post notices at the county clerk and recorder's office.

The online notices must be posted on a public website of the local government. The notices must be accessible to the public at no charge. To the extent feasible, the local government shall make the notices searchable by type of meeting, date of meeting, time of meeting and agenda contents, and shall consider linking the notices to any appropriate social media accounts of the local government.

Establishing a District Website

The legislature recognizes that a number of factors may affect a local government's ability to easily establish a website and post meeting notices online, including the availability of reliable broadband, the lack of cellular telephone and other data services, and fiscal or staffing constraints of local governments. Accordingly, the legislature encourages local governments to avail themselves of existing public resources for creating a website and receiving content management assistance from the Colorado Statewide Internet Portal Authority ("SIPA") or other statewide associations representing local government entities. The SIPA website is at www.colorado.gov/sipa.

A question has arisen as to whether posting public meeting notices on the website of a district management company will satisfy the public notice requirement. Posting meeting notices on the website of a district management company will most likely not satisfy the posting requirements of Colorado's Open Meetings Law, as amended by HB 19-1087. The legislation specifies that a local public body will be deemed to have given full and timely notice when the meeting notice is posted *on a public website of the local public body* (emphasis added). This language is repeated several times throughout the bill. When read in concert with the provision of HB 19-1087 encouraging local governments to avail themselves of free public resources such as SIPA when creating their websites, it is reasonable to conclude that the legislature intends a local government to post meeting notices on its own public website in order to satisfy public notice requirements.

Designate a Physical Posting Location as a Back-Up

A local government, at its discretion, may post a physical notice within its boundaries in addition to posting the online notice but is not required to do so. In the event that the local government is unable to post the notice online due to exigent or emergency circumstances such as a power outage or an interruption in internet service that would prevent the public from accessing the notice online, it must designate a public place within its boundaries at which it may post a physical notice at least 24 hours before a meeting.

Recommended Action

The legislature will be closely monitoring the transition to providing notices of public meetings online over the next two years and, if significant progress is not made, it will enact

legislation mandating the online posting, except in very narrow circumstances that are beyond the control of a local government.

In light of the passage of HB 19-1087, which will be codified as Section 24-6-402(2)(c)(I)-(IV), C.R.S. and will amend Section 32-1-903(2), C.R.S., we recommend our special district clients do the following:

1. Establish a district website if such website does not already exist.

a. Should a district need assistance in creating its website or receiving content management assistance, it is encouraged to avail itself of existing public resources such as SIPA at www.colorado.gov/sipa.

2. Beginning August 2, 2019, post regular and special meeting notices and the meeting agenda on the district website at least 24 hours prior to the meeting.

a. To the extent feasible, the notices shall be searchable by type of meeting, date of meeting, time of meeting and agenda contents and shall be linked to any appropriate social media accounts of the district;

b. Although HB 19-1087 requires posting of specific agenda information *if available* (emphasis added), our special district clients should continue to post the meeting agenda 24 hours prior to meetings because of conflicts requirements.

c. Note: the requirement to file conflict disclosures with the Secretary of State at least 72 hours prior to a regular and special meeting pursuant to Section 32-1-902(3)(b) is not affected by HB 19-1087 and remains the same.

3. Designate a physical posting location within the district's boundaries, should the district be unable to post the meeting notice online at least 24 hours prior to the meeting because the district has not yet established the district website or due to exigent or emergency circumstances.

4. Provide the address of the district's website to the Colorado Department of Local Affairs.

5. Approve a resolution to establish a district website and designate location for 24-hour posting.

Please contact McGeady Becher P.C. with any questions related to HB 19-1087 or this Memorandum.

**FIRST AMENDMENT TO RESOLUTION NO. 2018-11-01,
ESTABLISHING REGULAR MEETING DATES, TIME, AND LOCATION, AND
DESIGNATING LOCATIONS FOR POSTING OF 72-HOUR AND 24-HOUR NOTICES**

A. On November 20, 2018, Denargo Market Metropolitan District No. 1 (the “**District**”) adopted Resolution No. 2018-11-01 Establishing Regular Meeting Dates, Time and Location, and Designating Locations for Posting of 72-Hour and 24-Hour Notices (the “**Resolution**”); and

B. The District desires to amend the Resolution due to Colorado legislative changes (the “**First Amendment**”).

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

1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Resolution.

2. Amendment to Recital C of Resolution. Recital C of the Resolution is hereby deleted in its entirety.

3. Amendment to Section 7 of Resolution. Section 7 of the Resolution is hereby deleted in its entirety.

4. Amendment to Section 8 of Resolution. Section 8 of the Resolution is hereby deleted in its entirety.

5. Except as expressly set forth herein, the Resolution continues to be effective without modification.

6. This First Amendment is effective August 2, 2019.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO FIRST AMENDMENT TO RESOLUTION NO. 2018-11-01,
ESTABLISHING REGULAR MEETING DATES, TIME, AND LOCATION, AND
DESIGNATING LOCATIONS FOR POSTING OF 72-HOUR AND 24-HOUR NOTICES]**

RESOLUTION APPROVED AND ADOPTED ON September ____, 2019.

**DENARGO MARKET METROPOLITAN
DISTRICT NO. 1**

By: _____
President

Attest:

Secretary

RESOLUTION NO. 2019-09-01

RESOLUTION OF THE BOARD OF DIRECTORS OF THE DENARGO MARKET METROPOLITAN DISTRICT NO. 1 ESTABLISHING DISTRICT WEBSITE AND DESIGNATING LOCATION FOR POSTING OF 24-HOUR NOTICES

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

B. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., effective as of August 2, 2019, special districts are relieved of the requirement to physically post the Notice of Meeting at the Designated Public Place, and are deemed to have given full and timely notice of a public meeting, if a special district posts the Notice of Meeting online at a public website of the special district ("**District Website**") at least 24 hours prior to each regular and special meeting.

C. Pursuant to Section 24-6-402(2)(c)(I) and (III), C.R.S., if a special district does not have a District Website or is unable to post a Notice of Meeting on its District Website at least 24 hours prior to the meeting due to exigent or emergency circumstances, then it must physically post the Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.

D. Effective as of August 2, 2019, Section 32-1-903(2) has been amended to remove the requirement for additional postings at three public places within the boundaries of the special district and the office of the county clerk and recorder and the requirement for 72-hour notices for special meetings.

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

1. That the Board of Directors (the "**District Board**") authorizes establishment of a District Website, if such District Website does not already exist, in order to provide full and timely notice of regular and special meetings of the District Board online pursuant to the provisions of Section 24-6-402(2)(c)(III), C.R.S.

2. That the Notice of Meeting of the District Board shall be posted on the District Website at least 24 hours prior to each regular and special meeting pursuant to Section 24-6-402(2)(c)(III), C.R.S. and Section 32-1-903(2), C.R.S., effective August 2, 2019.

3. That if the District does not yet have a District Website or is unable to post the Notice of Meeting on the District Website at least 24 hours prior to each meeting due to exigent or emergency circumstances, the Notice of Meeting shall be posted within the boundaries of the District at least 24 hours prior to each meeting, pursuant to Section 24-6-402(2)(c)(I) and (III), C.R.S., at the following Designated Public Place:

(a) _____

RESOLUTION APPROVED AND ADOPTED on September _____, 2019.

**DENARGO MARKET METROPOLITAN
DISTRICT NO. 1**

By: _____
President

Attest:

Secretary

Denargo Market Metropolitan District No. 1
May-18

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 8,361.65	\$ -	\$ -	\$ 8,361.65
Payroll	\$ -	\$ -	\$ -	\$ -
Total Disbursements from Checking Acct	\$ 8,361.65	\$ -	\$ -	\$ 8,361.65

Check No/ Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total	Auto Pay
1752							
05/09/2018	Arrowhead Landscape S	18-699-5	Landscape & Irri	1-674-0	1,481.00	1,481.00	
05/09/2018	Arrowhead Landscape S	18-699-T2A	Landscape & Irri	1-674-0	1,095.00	1,095.00	
05/09/2018	Arrowhead Landscape S	18-699-T3A	Landscape & Irri	1-674-0	128.00	128.00	
Total 1752:						<u>2,704.00</u>	
1753							
05/09/2018	Dodge Data & Analytics	A40012978	Election Expens	1-635-0	59.16	59.16	
05/09/2018	Dodge Data & Analytics	A40012999	Election Expens	1-635-0	59.16	59.16	
05/09/2018	Dodge Data & Analytics	A40013000	Election Expens	1-635-0	59.16	59.16	
Total 1753:						<u>177.48</u>	
1754							
05/09/2018	McGeady Becher P.C.	1057W APR 18	Legal	1-616-0	2,346.50	2,346.50	
Total 1754:						<u>2,346.50</u>	
1755							
05/09/2018	Special Dist Manageme	#1 APRIL 2018	Management	1-612-0	1,495.89	1,495.89	
05/09/2018	Special Dist Manageme	#1 APRIL 2018	Accounting	1-614-0	890.50	890.50	
05/09/2018	Special Dist Manageme	#1 APRIL 2018	Election Expens	1-635-0	123.30	123.30	
05/09/2018	Special Dist Manageme	#2 APRIL 2018	Management	1-612-0	56.80	56.80	
05/09/2018	Special Dist Manageme	#2 APRIL 2018	Accounting	1-614-0	191.80	191.80	
05/09/2018	Special Dist Manageme	#2 APRIL 2018	Election Expens	1-635-0	123.30	123.30	
05/09/2018	Special Dist Manageme	#2 APRIL 2018	Audit	1-615-0	68.50	68.50	
Total 1755:						<u>2,950.09</u>	
1756							
05/09/2018	Utility Noification Center	218040299	Utilities	1-794-0	98.60	98.60	
Total 1756:						<u>98.60</u>	
1757							
05/09/2018	Xcel Energy	587790084	Utilities	1-794-0	42.10	42.10	
Total 1757:						<u>42.10</u>	
20180501							
05/09/2018	Denver Water	3150 APR 18	Utilities	1-794-0	21.44	21.44	M
Total 20180501:						<u>21.44</u>	
20180502							
05/09/2018	Denver Water	3250 APR 18	Utilities	1-794-0	21.44	21.44	M
Total 20180502:						<u>21.44</u>	
Grand Totals:						<u><u>8,361.65</u></u>	

Denargo Market Metropolitan District No. 1
June-18

	General	Debt	Capital	Totals
Disbursements	\$ 10,265.44	\$ -	\$ -	\$ 10,265.44
Payroll	\$ -	\$ -	\$ -	\$ -
Total Disbursements from Checking Acct	\$ 10,265.44	\$ -	\$ -	\$ 10,265.44

Check No/ Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total	Auto Pay
1758							
06/19/2018	Arrowhead Landscape S	18-699-14A	Landscape & Irri	1-674-0	59.50	59.50	
06/19/2018	Arrowhead Landscape S	18-699-6	Landscape & Irri	1-674-0	1,481.00	1,481.00	
Total 1758:						<u>1,540.50</u>	
1759							
06/19/2018	Colorado Lighting, Inc	385730	Site Lighting	1-697-0	20.00	20.00	
06/19/2018	Colorado Lighting, Inc	387019	Site Lighting	1-697-0	153.25	153.25	
06/19/2018	Colorado Lighting, Inc	387456	Site Lighting	1-697-0	20.00	20.00	
Total 1759:						<u>193.25</u>	
1760							
06/19/2018	Dodge Data & Anaytics	A40013433	Miscellaneous E	1-625-0	46.92	46.92	
Total 1760:						<u>46.92</u>	
1761							
06/19/2018	McGeady Becher P.C.	1057W MAY 2018	Legal	1-616-0	4,925.57	4,925.57	
Total 1761:						<u>4,925.57</u>	
1762							
06/19/2018	Special Dist Manageme	#1 MAY 2018	Management	1-612-0	1,620.52	1,620.52	
06/19/2018	Special Dist Manageme	#1 MAY 2018	Accounting	1-614-0	534.30	534.30	
06/19/2018	Special Dist Manageme	#1 MAY 2018	Election Expens	1-635-0	315.10	315.10	
06/19/2018	Special Dist Manageme	#2 MAY 2018	Management	1-612-0	117.23	117.23	
06/19/2018	Special Dist Manageme	#2 MAY 2018	Accounting	1-614-0	260.30	260.30	
06/19/2018	Special Dist Manageme	#2 MAY 2018	Election Expens	1-635-0	232.90	232.90	
Total 1762:						<u>3,080.35</u>	
1763							
06/19/2018	Utility Noification Center	218050300	Utilities	1-794-0	158.05	158.05	
Total 1763:						<u>158.05</u>	
1764							
06/19/2018	Xcel Energy	591587592	Utilities	1-794-0	36.72	36.72	
Total 1764:						<u>36.72</u>	
20180601							
06/19/2018	Denver Water	3150 5/2018	Utilities	1-794-0	21.44	21.44	M
Total 20180601:						<u>21.44</u>	
20180602							
06/19/2018	Denver Water	3250 5/2018	Utilities	1-794-0	262.64	262.64	M
Total 20180602:						<u>262.64</u>	

Check No/ Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total	Auto Pay
Grand Totals:						<u>10,265.44</u>	

Denargo Market Metropolitan District No. 1
July-18

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 28,213.70	\$ -	\$ -	\$ 28,213.70
Payroll	\$ -	\$ -	\$ -	\$ -
Total Disbursements from Checking Acct	\$ 28,213.70	\$ -	\$ -	\$ 28,213.70

Check No/ Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total	Auto Pay
1765							
07/12/2018	Arrowhead Landscape S	18-699-15A	Landscape & Irri	1-674-0	145.00	145.00	
07/12/2018	Arrowhead Landscape S	18-699-15B	Landscape & Irri	1-674-0	519.00	519.00	
07/12/2018	Arrowhead Landscape S	18699-16A	Landscape & Irri	1-674-0	481.00	481.00	
07/12/2018	Arrowhead Landscape S	18-699-16B	Landscape & Irri	1-674-0	415.00	415.00	
07/12/2018	Arrowhead Landscape S	18-699-7	Landscape & Irri	1-674-0	1,481.00	1,481.00	
Total 1765:						<u>3,041.00</u>	
1766							
07/12/2018	Colorado Lighting, Inc	387895	Site Lighting	1-697-0	226.98	226.98	
07/12/2018	Colorado Lighting, Inc	388680	Site Lighting	1-697-0	496.80	496.80	
07/12/2018	Colorado Lighting, Inc	389160	Site Lighting	1-697-0	20.00	20.00	
Total 1766:						<u>743.78</u>	
1767							
07/12/2018	Dazzio & Associates, P	230	Audit	1-615-0	4,200.00	4,200.00	
07/12/2018	Dazzio & Associates, P	231	Audit	1-615-0	4,200.00	4,200.00	
Total 1767:						<u>8,400.00</u>	
1768							
07/12/2018	Diversified Underground	18850	Locates	1-793-0	92.00	92.00	
Total 1768:						<u>92.00</u>	
1769							
07/12/2018	JPL Cares	63586	Snow Removal	1-792-0	5,084.00	5,084.00	
Total 1769:						<u>5,084.00</u>	
1770							
07/12/2018	McGeady Becher P.C.	1057W JUNE 18	Legal	1-616-0	3,554.57	3,554.57	
Total 1770:						<u>3,554.57</u>	
1771							
07/12/2018	Special Dist Manageme	#1 JUNE 2018	Management	1-612-0	3,465.04	3,465.04	
07/12/2018	Special Dist Manageme	#1 JUNE 2018	Accounting	1-614-0	726.10	726.10	
07/12/2018	Special Dist Manageme	#1 JUNE 2018	Election Expens	1-635-0	137.00	137.00	
07/12/2018	Special Dist Manageme	#2 JUNE 18	Management	1-612-0	1,034.27	1,034.27	
07/12/2018	Special Dist Manageme	#2 JUNE 18	Accounting	1-614-0	13.70	13.70	
07/12/2018	Special Dist Manageme	#2 JUNE 18	Election Expens	1-635-0	95.90	95.90	
Total 1771:						<u>5,472.01</u>	
1772							
07/12/2018	Triunity Engineering & M	100517-04	Site Inspection	1-785-0	266.00	266.00	
Total 1772:						<u>266.00</u>	

Check No/ Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total	Auto Pay
1773							
07/12/2018	Utility Noification Center	218060301	Utilities	1-794-0	123.25	<u>123.25</u>	
Total 1773:						<u>123.25</u>	
1774							
07/12/2018	Xcel Energy	595432143	Utilities	1-794-0	38.13	<u>38.13</u>	
Total 1774:						<u>38.13</u>	
20180701							
07/12/2018	Denver Water	3150 JUNE 18	Utilities	1-794-0	1,002.32	<u>1,002.32</u>	M
Total 20180701:						<u>1,002.32</u>	
20180702							
07/12/2018	Denver Water	3250 JUNE 18	Utilities	1-794-0	396.64	<u>396.64</u>	M
Total 20180702:						<u>396.64</u>	
Grand Totals:						<u><u>28,213.70</u></u>	

Denargo Market Metropolitan District No. 1
August-19

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 21,968.27	\$ -	\$ -	\$ 21,968.27
Payroll	\$ 184.70	\$ -	\$ -	\$ 184.70
Total Disbursements from Checking Acct	<u>\$ 22,152.97</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 22,152.97</u>

Check No/ Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total	Auto Pay
1775							
08/13/2018	Arrowhead Landscape S	18-699-16C	Landscape & Irri	1-674-0	201.50	201.50	
08/13/2018	Arrowhead Landscape S	18-699-16D	Landscape & Irri	1-674-0	272.97	272.97	
08/13/2018	Arrowhead Landscape S	18-699-17B	Landscape & Irri	1-674-0	438.50	438.50	
08/13/2018	Arrowhead Landscape S	18-699-17C	Landscape & Irri	1-674-0	155.00	155.00	
08/13/2018	Arrowhead Landscape S	18-699-17D	Landscape & Irri	1-674-0	1,294.00	1,294.00	
08/13/2018	Arrowhead Landscape S	18-699-17E	Landscape & Irri	1-674-0	323.85	323.85	
08/13/2018	Arrowhead Landscape S	18-699-8	Landscape & Irri	1-674-0	1,481.00	1,481.00	
Total 1775:						<u>4,166.82</u>	
1776							
08/13/2018	Colorado Lighting, Inc	390706	Site Lighting	1-697-0	531.43	531.43	
08/13/2018	Colorado Lighting, Inc	390707	Site Lighting	1-697-0	20.00	20.00	
Total 1776:						<u>551.43</u>	
1777							
08/13/2018	Diversified Underground	19027	Locates	1-793-0	255.00	255.00	
Total 1777:						<u>255.00</u>	
1778							
08/13/2018	McGeady Becher P.C.	1057W JULY 18	Legal	1-616-0	1,763.92	1,763.92	
Total 1778:						<u>1,763.92</u>	
1779							
08/13/2018	Special Dist Manageme	#1 JULY 18	Management	1-612-0	2,301.24	2,301.24	
08/13/2018	Special Dist Manageme	#1 JULY 18	Accounting	1-614-0	698.70	698.70	
08/13/2018	Special Dist Manageme	#1 JULY 18	Election Expens	1-635-0	13.70	13.70	
08/13/2018	Special Dist Manageme	#2 JULY 18	Management	1-612-0	493.20	493.20	
08/13/2018	Special Dist Manageme	#2 JULY 18	Accounting	1-614-0	95.90	95.90	
08/13/2018	Special Dist Manageme	#2 JULY 18	Election Expens	1-635-0	13.70	13.70	
Total 1779:						<u>3,616.44</u>	
1780							
08/13/2018	Utility Noification Center	218070307	Utilities	1-794-0	76.85	76.85	
Total 1780:						<u>76.85</u>	
1781							
08/13/2018	Xcel Energy	599281986	Utilities	1-794-0	51.73	51.73	
Total 1781:						<u>51.73</u>	
20180801							
08/13/2018	Denver Water	3250 JUL 18	Utilities	1-794-0	477.04	477.04	M
Total 20180801:						<u>477.04</u>	

Check No/ Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total	Auto Pay
20180802 08/13/2018	Denver Water	3150 JULY 18	Utilities	1-794-0	1,130.96	1,130.96	M
Total 20180802:						1,130.96	
Grand Totals:						12,090.19	

<u>Check Issue Date</u>	<u>Check Number</u>	<u>Payee</u>	<u>Amount</u>
08/13/2018	9134	Abrams, Kate	92.35
08/13/2018	9135	Cabrera, Donald	92.35
08/13/2018	9136	Metzger, Daniel	92.35
08/13/2018	9137	Wenskoski, Todd	92.35
Grand Totals:			
	<u>4</u>		<u>369.40</u>

Denargo Market Metropolitan District No. 1
September-19

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 13,410.30	\$ -	\$ -	\$ 13,410.30
Payroll		\$ -	\$ -	\$ -
Total Disbursements from Checking Acct	\$ 13,410.30	\$ -	\$ -	\$ 13,410.30

Check No/ Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total	Auto Pay
1888							
09/12/2019	Arrowhead Landscape S	19-699-17A	Landscape & Irri	1-674-0	1,098.40	1,098.40	
09/12/2019	Arrowhead Landscape S	19-699-9	Landscape & Irri	1-674-0	1,822.00	1,822.00	
09/12/2019	Arrowhead Landscape S	19-91117H	Landscape & Irri	1-674-0	347.00	347.00	
Total 1888:						<u>3,267.40</u>	
1889							
09/12/2019	CliftonLarsonAllen LLP	2243444	Accounting	1-614-0	2,636.75	2,636.75	
Total 1889:						<u>2,636.75</u>	
1890							
09/12/2019	Colorado Lighting, Inc	412091	Site Lighting	1-697-0	338.72	338.72	
09/12/2019	Colorado Lighting, Inc	412419	Site Lighting	1-697-0	20.00	20.00	
Total 1890:						<u>358.72</u>	
1891							
09/12/2019	Denver Metro Protective	19-090234	Security	1-788-0	220.00	220.00	
Total 1891:						<u>220.00</u>	
1892							
09/12/2019	Diversified Underground	20640	Locates	1-793-0	170.00	170.00	
Total 1892:						<u>170.00</u>	
1893							
09/12/2019	McGeady Becher P.C.	1057W 7/19	Legal	1-616-0	2,555.00	2,555.00	
Total 1893:						<u>2,555.00</u>	
1894							
09/12/2019	Special Dist Manageme	56721 8/19	Management	1-612-0	1,677.72	1,677.72	
09/12/2019	Special Dist Manageme	56722 8/19	Management	1-612-0	422.80	422.80	
09/12/2019	Special Dist Manageme	57679	Management	1-612-0	388.00	388.00	
Total 1894:						<u>2,488.52</u>	
1895							
09/12/2019	Utility Noification Center	219080356	Locates	1-793-0	19.88	19.88	
Total 1895:						<u>19.88</u>	
1896							
09/12/2019	Wastewater Manageme	00227400114000 9/	Miscellaneous E	1-625-0	695.80	695.80	
09/12/2019	Wastewater Manageme	02274001200000 9/	Miscellaneous E	1-625-0	158.33	158.33	
Total 1896:						<u>854.13</u>	
1897							
09/12/2019	Xcel Energy	649314048	Utilities	1-794-0	44.78	44.78	

Check No/ Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total	Auto Pay
Total 1897:						<u>44.78</u>	
20190901 09/12/2019	Denver Water	3250 8/19	Utilities	1-794-0	443.46	<u>443.46</u>	M
Total 20190901:						<u>443.46</u>	
20190902 09/12/2019	Denver Water	3150 8/19	Utilities	1-794-0	351.66	<u>351.66</u>	M
Total 20190902:						<u>351.66</u>	
Grand Totals:						<u><u>13,410.30</u></u>	

DENARGO MARKET METROPOLITAN DISTRICT NO. 1

FINANCIAL STATEMENTS

JUNE 30, 2019



Accountant's Compilation Report

Board of Directors
Denargo Market Metropolitan District No. 1
Denver, Colorado

Management is responsible for the accompanying financial statements of Denargo Market Metropolitan District No. 1, which comprise the balance sheet - governmental funds as of June 30, 2019, and the related statement of revenues, expenditures, and changes in fund balance - actual, for the period from January 01, 2019 through June 30, 2019, for the General Fund, in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the accompanying financial forecasted budget, which comprises the statement of revenues, expenditures, and changes in fund balance - budget, for the year then ending, for the General Fund, and the related summary of significant assumptions in accordance with guidelines for the presentation of financial forecast established by the American Institute of Certified Public Accountants. We have performed compilation engagements in accordance with Statements of Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit, examine, or review the historical financial statements or the financial forecasted budget nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these historical financial statements and this financial forecasted budget.

The forecasted budget results may not be achieved as there will usually be differences between the forecasted budget and actual results, because events and circumstances frequently do not occur as expected, and these differences may be material. We assume no responsibility to update this report for events and circumstances occurring after the date of this report.

Management has elected to omit the management's discussion and analysis, the government-wide financial statements, the statement of revenues, expenditures and changes in fund balance - governmental funds, and substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the historical financial statements, they might influence the user's conclusions about the District's financial position and results of operations. Accordingly, the historical financial statements are not designed for those who are not informed about such matters.

The supplementary information and the supplementary financial forecasted budget information are presented for additional analysis and are not a required part of the basic financial statements. This information is the representation of management. The information was subject to our compilation engagement; however we have not audited, examined, or reviewed the supplementary information and, accordingly, do not express an opinion, a conclusion, nor provide any form of assurance on the supplementary historical information and the supplementary budget information.

We are not independent with respect to Denargo Market Metropolitan District No. 1.

Greenwood Village, Colorado
July 22, 2019

DENARGO MARKET METROPOLITAN DISTRICT NO. 1
BALANCE SHEET - GOVERNMENTAL FUNDS
JUNE 30, 2019

		<u>General</u>
ASSETS		
Cash - Checking	\$	168,279
Colotrust		542
Due from District No. 2		64,346
TOTAL ASSETS		<u><u>\$ 233,167</u></u>
LIABILITIES AND FUND BALANCES		
CURRENT LIABILITIES		
Accounts payable	\$	17,466
Damage Deposits		81,173
Total Liabilities		<u>98,639</u>
FUND BALANCES		
Total Fund Balances		<u>134,528</u>
TOTAL LIABILITIES AND FUND BALANCES		<u><u>\$ 233,167</u></u>

DENARGO MARKET METROPOLITAN DISTRICT NO. 1
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE SIX MONTHS ENDED JUNE 30, 2019

GENERAL FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Interest income	\$ 2,000	\$ 12	\$ (1,988)
Permit fees	-	30,000	30,000
Transfer from District No. 2	202,200	197,953	(4,247)
TOTAL REVENUES	<u>204,200</u>	<u>227,965</u>	<u>23,765</u>
EXPENDITURES			
Accounting	20,000	13,616	6,384
Auditing	8,650	-	8,650
City of Denver annual fee	9,000	6,000	3,000
Contingency	938	-	938
Directors' fees	1,000	-	1,000
District management	35,000	24,756	10,244
Insurance and bonds	11,500	11,246	254
Landscape & irrigation repairs	40,000	16,364	23,636
Legal services	30,000	15,066	14,934
Locates	3,200	1,533	1,667
Miscellaneous	3,500	1,233	2,267
Payroll taxes	77	-	77
Repairs and maintenance	20,000	6,562	13,438
Security	7,500	1,280	6,220
Sight lighting	5,000	694	4,306
Site inspection	12,000	2,030	9,970
Snow removal	20,600	14,561	6,039
Street sweeping	2,000	-	2,000
Utilities	20,000	2,700	17,300
TOTAL EXPENDITURES	<u>249,965</u>	<u>117,641</u>	<u>132,324</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(45,765)	110,324	156,089
OTHER FINANCING SOURCES (USES)			
Developer advance	43,000	14,294	(28,706)
TOTAL OTHER FINANCING SOURCES (USES)	<u>43,000</u>	<u>14,294</u>	<u>(28,706)</u>
NET CHANGE IN FUND BALANCES	(2,765)	124,618	127,383
FUND BALANCES - BEGINNING	<u>8,893</u>	<u>9,910</u>	<u>1,017</u>
FUND BALANCES - ENDING	<u>\$ 6,128</u>	<u>\$ 134,528</u>	<u>\$ 128,400</u>

These financial statements should be read only in connection with the accompanying accountant's compilation report.

DENARGO MARKET METROPOLITAN DISTRICT NO. 1
2019 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS

Services Provided

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

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

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

Revenues

Property Taxes

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

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 6% of the property taxes collected.

Interest Income

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

Developer Advance

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

**DENARGO MARKET METROPOLITAN DISTRICT NO. 1
2019 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures

Administrative and Operating Expenditures

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

Debt and Leases

The District doesn't have any debt or leases.

Reserve Fund

Emergency Reserve

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

This information is an integral part of the accompanying budget.

DENARGO MARKET METROPOLITAN DISTRICT NO. 1

Schedule of Cash Position

June 30, 2019

Updated as of July 22, 2019

	<u>General Fund</u>
<u>First Bank - Checking Account</u>	
Balance as of 6/30/19	\$ 168,278.67
Subsequent activities:	
07/15/19 Checks #1869-1877	(14,206.94)
07/15/19 Denver Water	(481.92)
07/19/19 Deposit from CFC	534.75
<i>Anticipated transfer from Denargo No. 2</i>	<i>64,345.51</i>
<i>Anticipated Vouchers Payable</i>	<i>(17,465.77)</i>
<i>Anticipated Balance</i>	<u>201,004.30</u>
<u>ColoTrust</u>	
Balance as of 6/30/19	541.60
Subsequent activities:	
<i>Anticipated Balance</i>	<u>541.60</u>

Yield information:

ColoTrust - 2.47% (6/30/19)

DENARGO MARKET METROPOLITAN DISTRICT NO. 1

Schedule of Cash Position

June 30, 2019

Updated as of September 12, 2019

	General Fund
<u>First Bank - Checking Account</u>	
Balance as of 6/30/19	\$ 168,278.67
Subsequent activities:	
07/12/19 Bank Service Charge	(35.00)
07/15/19 Checks #1869-1877	(14,206.94)
07/15/19 Denver Water	(481.92)
07/19/19 Deposit from CFC	534.75
08/06/19 Denver Water	(719.52)
08/16/19 Checks #1878-1887	(21,248.75)
08/19/19 Tranfer from Denargo No. 2	65,485.81
08/30/19 Bank Service Charge	(35.00)
<i>Anticipated tranfer from Denargo No. 2</i>	<i>1,196.89</i>
<i>Anticipated Vouchers Payable</i>	<i>(13,410.30)</i>
<i>Anticipated Balance</i>	<u>185,358.69</u>
<u>ColoTrust</u>	
Balance as of 6/30/19	541.60
Subsequent activities:	
07/10/19 Interest Income	1.15
08/10/19 Interest Income	0.98
<i>Anticipated Balance</i>	<u>543.73</u>

Yield information:

ColoTrust - 2.27% (8/31/19)



SITE NAME: Denargo Market - 3226 Denargo Str
PREPARED FOR: Ann Finn
RETURN BY:

Service Agreement

Client Information

Service Site Name & Address:
Denargo Market - 3226 Denargo Street
Denver, CO

Client Contact Name: Ann Finn
Client Phone:
Client Mobile Phone:
Client Email Address:

Client Billing Address:

Billing Company Name:
Billing Phone:
Billing Fax:
Billing Method: Email

SNOW SEASON 2019-2020

Contract Term: October 1, 2019	Contract Expires: April 30, 2020
Contract #	Service Structure: Hourly
Date Created: 09/12/2019	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

EQUIPMENT RATES	UNIT	RATE	MINIMUM
TRUCK: PLOW WWINGS	PER HOUR	\$ 100.00	2 HOURS MINIMUM
TRUCK: V PLOW	PER HOUR	\$ 105.00	2 HOURS MINIMUM ✓
TRUCK: V PLOW WWINGS	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 ✓
SIDEWALK CLEARING & CHEMICAL APPLICATION SERVICE			
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:	Yes	
Plowing of snow from pavement to start at a minimum accumulation of:	Yes	
Continuous plowing during snow events:	Yes	
Drivlane clearing during snow events:	Yes	
Complete Plowing every 2"-4" during snow events:	Yes	
Complete Plowing (2-6 Hours) after storm is finished:	Yes	
Flagging curbs & obstructions required: (performed by contractor)	Yes	
Snow equipment storage on-site:	Yes	

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



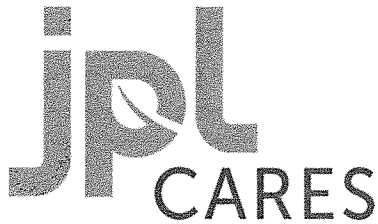
SITE NAME: _____
 PREPARED FOR: _____
 RETURN BY: _____

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:	Yes	
Sidewalk clearing- charged <i>per occurrence rate OR hourly rate</i>	Yes	
Clearing snow/ice/sleet from sidewalks to begin at minimum accumulation of:	Yes	
Continuous clearing during snow events:	Yes	
Clearing every 2"-4" snow accumulation during snow events:	Yes	
Clearing (2-6 Hours) after snow is finished accumulating:	Yes	

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



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 Contractor's 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 parking 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% MgCl₂.
 - 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:

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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 lot 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 1" 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 1" 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:

PREPARED FOR:

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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 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

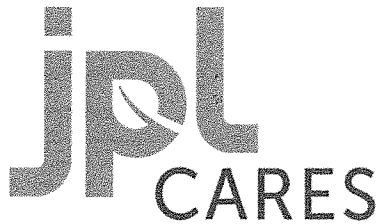
Time for payment is of the essence of this Agreement. Managing Agent/Owner shall pay Contractor in accordance with the following: Contractor will submit invoice(s) to Managing Agent/Owner for Services rendered after each particular weather event in accordance with Hourly Rate Schedule, as attached. Payment 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: Drew Wallace 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.