

DENARGO MARKET METROPOLITAN DISTRICT NOS. 1, 2 AND 3

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

NOTICE OF REGULAR MEETING AND AGENDA

Board of Directors

Laura H. Newman
Jeffrey D. Jones
Todd T. Wenskoski
Wade Davidson
Michael Kuyper
David Solin

Office:

President
Treasurer
Asst. Secretary
Asst. Secretary
Asst. Secretary
Secretary

Term/Expires

2027/May 2027
2025/May 2025
2025/May 2025
2027/May 2027
2025/May 2025

DATE: Tuesday, September 17, 2024

TIME: 4:30 p.m.

LOCATION: Zoom: The meeting can be joined through the directions below.

<https://us02web.zoom.us/j/5469119353?pwd=SmtlcHJETFhCQUZEcVBBOGZVU3Fqdz09>

Phone: 1-719-359-4580

Meeting ID: 546 911 9353

Password: 912873

** Individuals requiring special accommodation to attend and/or participate in the meeting please advise the District Manager (dsolin@sdmsi.com or 303-987-0835) of specific need(s) before the meeting.*

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

B. Confirm quorum, location of meetings and posting of meeting notices. Approve agenda and appoint Acting President.

C. Review and approve the Minutes of the June 18, 2024 Regular Meetings of Denargo Market Metropolitan District Nos. 1, 2 and 3 (“District No. 1”, “District No. 2”, “District No. 3”, and collectively the “Districts”) (enclosures).

II. PUBLIC COMMENT

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

III. FINANCIAL MATTERS

- A. District No. 1 - Review and ratify approval of the payment of claims through the periods ending as follows (enclosures):

Fund	Period Ending Jun. 30, 2024	Period Ending Jul. 31, 2024	Period Ending Aug. 31, 2024
General	\$ 132,414.62	\$ 172,917.05	\$ 133,157.99
Debt Service	\$ -0-	\$ -0-	\$ -0-
Capital Projects	\$ -0-	\$ -0-	\$ -0-
Payroll	\$ -0-	\$ 277.05	\$ -0-
Total	\$ 132,414.62	\$ 173,194.10	\$ 133,157.99

- B. Review and accept the Districts' Unaudited Financial Statements for the period ending June 30, 2024 and Schedule of Cash Position, dated June 30, 2024 and updated as of _____, 2024 (to be distributed).

- C. District Nos. 1-3 - Ratify approval of Requisition No. 4 under District No. 3's General Obligation Limited Tax General Obligation Refunding and Improvement Notes, Series 2023A-1 and 2023A-2, and authorize reimbursement to JV LoDo Denargo LLC pursuant to Project Management Service Agreement by and between District No. 1 and JV LoDo Denargo LLC (enclosure).

- D. District Nos. 1-3 - Ratify approval of Requisition No. 5PM under District No. 3's General Obligation Limited Tax General Obligation Refunding and Improvement Notes, Series 2023A-1 and 2023A-2, and authorize reimbursement to JV LoDo Denargo LLC pursuant to Project Management Service Agreement by and between District No. 1 and JV LoDo Denargo LLC (enclosure).

- E. District Nos. 1-3 - Ratify approval of Requisition No. 7PM under District No. 3's General Obligation Limited Tax General Obligation Refunding and Improvement Notes, Series 2023A-1 and 2023A-2, and authorize reimbursement to JV LoDo Denargo LLC pursuant to Project Management Service Agreement by and between District No. 1 and JV LoDo Denargo LLC (enclosure).

- F. District Nos. 1-3 - Ratify approval of Requisition No. 5 CV No. 3 under District No. 3's General Obligation Limited Tax General Obligation Refunding and Improvement Notes, Series 2023A-1 and 2023A-2, and authorize reimbursement to JV LoDo Denargo LLC pursuant to 2022-2025 Facilities Funding and Acquisition Agreement by and between District No. 1 and JV LoDo Denargo LLC (enclosure).

- G. District No. 1 - Review and consider acceptance of Engineer's Report and Verification of Costs No. 4, prepared by Schedio Group LLC, dated September 11, 2024 (enclosure).
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- 1. District Nos. 1-3 - Review and consider approval of Requisition No. 8 CV No. 4 under District No. 3's General Obligation Limited Tax General Obligation Refunding and Improvement Notes, Series 2023A-1 and 2023A-2, and authorize reimbursement to JV LoDo Denargo LLC pursuant to 2022-2025 Facilities Funding and Acquisition Agreement by and between District No. 1 and JV LoDo Denargo LLC (to be distributed).
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IV. LEGAL MATTERS

- A. Update from District Counsel regarding the passage of House Bill 24B-1001 and implications for the Districts.
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V. OPERATION AND MAINTENANCE

- A. Update on 2024 landscape maintenance matters.
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- 1. District No. 1 – Ratify approval of Change Order No. 11 to the Service Agreement for Landscaping Services between the District and Brightview Landscape Services, Inc. (enclosure).
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- 2. District No. 1 – Ratify approval of Change Order No. 12 to the Service Agreement for Landscaping Services between the District and Brightview Landscape Services, Inc. (enclosure).
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- B. Update on security patrols.
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- C. Update on RiNo Business Improvement District's expansion of streetscape maintenance.
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VI. OTHER MATTERS

- A. Discuss schedule for Statutory Annual Meeting of District Nos. 2 and 3.
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- B. Confirm quorum for November 12, 2024 Regular Meetings and direct District Manager to publish Notice required pursuant to Section XI of the Districts' Service Plans at least 30 days in advance of said meetings.
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- C. Discuss District website accessibility matters and authorize necessary actions in connection therewith.
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VII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR NOVEMBER 12, 2024 (BUDGET HEARING).**

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE DENARGO MARKET METROPOLITAN DISTRICT NO. 1 (THE "DISTRICT") HELD JUNE 18, 2024

A regular meeting of the Board of Directors of the Denargo Market Metropolitan District No. 1 (referred to hereafter as the "Board") was convened on Tuesday, June 18, 2024 at 4:30 p.m. via Zoom videoconference. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Laura H. Newman
Jeffrey D. Jones
Wade Davidson

Following discussion, upon motion duly made by Director Newman, seconded by Director Jones and, upon vote unanimously carried, the absences of Director Kuyper and Director Wenskoski were excused.

Also, In Attendance Were:

David Solin; Special District Management Services, Inc.

Paula Williams, Esq. and Kate Olson, Esq.; McGeady Becher P.C.

Lindsay Ross; CliftonLarsonAllen LLP

ADMINISTRATIVE MATTERS

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

RECORD OF PROCEEDINGS

Confirmation of Quorum, Location of Meeting and Posting of Meeting

Notice: Mr. Solin confirmed the presence of a quorum. The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District’s Board meeting. It was noted that the District Board meeting was held electronically via video / telephonic means (Zoom). The Board further noted that notice of the time, date and meeting access information was duly posted and that no objections, or any requests that the means of hosting the meeting be changed, were received from taxpaying electors within the District’s boundaries.

Agenda: The Board reviewed the Agenda for the meeting.

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

Minutes of the April 24, 2024 Special Meeting: The Board reviewed the Minutes of the April 24, 2024 Special Meeting.

Following review and discussion, upon motion duly made by Director Newman, seconded by Director Davidson, and upon vote unanimously carried, the Board approved the Minutes.

PUBLIC COMMENT

There were no public comments.

FINANCIAL MATTERS

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

Fund	Period Ending Apr. 30, 2024	Period Ending May 31, 2024	Special Payment May 31, 2024
General	\$ 579,093.58	\$ 69,354.52	\$ 105,322.28
Debt Service	\$ -0-	\$ -0-	\$ -0-
Capital Projects	\$ -0-	\$ -0-	\$ -0-
Payroll	\$ 554.10	\$ 461.75	\$ -0-
Total	\$ 579,647.68	\$ 69,816.27	\$ 105,322.28

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

Schedule of Cash Position: The Board deferred this matter.

RECORD OF PROCEEDINGS

2023 Audit: Ms. Ross reviewed the 2023 Audit with the Board.

Following discussion, upon motion duly made by Director Jones, seconded by Director Newman, and upon vote unanimously carried, the Board approved the 2023 Audit, subject to final legal review and receipt of a clean opinion from the auditor, and authorized execution of the Representations Letter.

Engineer’s Report and Verification of Costs No. 3, prepared by Schedio Group LLC, dated June 13, 2024: The Board reviewed Engineer’s Report and Verification of Costs No. 3, dated June 13, 2024, prepared by Schedio Group LLC (“Engineer’s Report No. 3”).

Following discussion, upon motion duly made by Director Newman, seconded by Director Jones, and upon vote unanimously carried, the Board accepted Engineer’s Report No. 3.

Requisition No. 3 under Denargo Market Metropolitan District No. 3’s General Obligation Limited Tax General Obligation Refunding and Improvement Notes, Series 2023A-1 and 2023A-2, and authorize reimbursement to JV LoDo Denargo LLC pursuant to Project Management Service Agreement by and between District No. 1 and JV LoDo Denargo LLC (“Requisition No. 3”): The Board reviewed Requisition No. 3.

Following discussion, upon motion duly made by Director Newman, seconded by Director Jones, and upon vote unanimously carried, the Board accepted Requisition No. 3 and authorized reimbursement to JV LoDo Denargo LLC pursuant to the Project Management Service Agreement by and between District No. 1 and JV LoDo Denargo LLC.

LEGAL MATTERS

There were no legal matters.

OPERATION AND MAINTENANCE

2024 Landscape Maintenance Matters: There was no update at this time.

Security Patrols: Director Davidson provided an update regarding recent security patrols.

RiNo Business Improvement District – Expansion of Streetscape Maintenance: The Board discussed an offer from the RiNo Business Improvement District (“Bid”) to expand streetscape maintenance to include 29th Street (between Brighton Boulevard and Arkins Court). The Board directed District Counsel to respond to the BID regarding acceptance of the BID’s offer

RECORD OF PROCEEDINGS

for expansion and to determine timing for implementation of the expanded services.

OTHER MATTERS

There were no other matters.

ADJOURNMENT

There being no further business to come before the Board at this time, the meeting was adjourned.

Respectfully submitted,

By _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

**MINUTES OF A REGULAR MEETING OF
THE BOARD OF DIRECTORS OF THE
DENARGO MARKET METROPOLITAN DISTRICT NO. 2
(THE “DISTRICT”)
HELD
JUNE 18, 2024**

A regular meeting of the Board of Directors of the Denargo Market Metropolitan District No. 2 (referred to hereafter as the “Board”) was convened on Tuesday, June 18, 2024 at 4:30 p.m. via Zoom videoconference. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Laura H. Newman
Jeffrey D. Jones
Wade Davidson

Following discussion, upon motion duly made by Director Newman, seconded by Director Jones and, upon vote unanimously carried, the absences of Director Kuyper and Director Wenskoski were excused.

Also, In Attendance Were:

David Solin; Special District Management Services, Inc.

Paula Williams, Esq. and Kate Olson, Esq.; McGeady Becher P.C.

Lindsay Ross; CliftonLarsonAllen LLP

ADMINISTRATIVE MATTERS

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

RECORD OF PROCEEDINGS

Confirmation of Quorum, Location of Meeting and Posting of Meeting

Notice: Mr. Solin confirmed the presence of a quorum. The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District’s Board meeting. It was noted that the District Board meeting was held electronically via video / telephonic means (Zoom). The Board further noted that notice of the time, date and meeting access information was duly posted and that no objections, or any requests that the means of hosting the meeting be changed, were received from taxpaying electors within the District’s boundaries.

Agenda: The Board reviewed the Agenda for the meeting.

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

Minutes of the March 12, 2024 Regular Meeting and the March 18, 2024

Continued Meeting: The Board reviewed the Minutes of the March 12, 2024 Regular Meeting and the March 18, 2024 Continued Meeting.

Following review and discussion, upon motion duly made by Director Newman, seconded by Director Davidson, and upon vote unanimously carried, the Board approved the Minutes.

PUBLIC COMMENT

There were no public comments.

FINANCIAL MATTERS

Schedule of Cash Position: The Board deferred this matter.

2023 Audit: Ms. Ross reviewed the 2023 Audit with the Board.

Following discussion, upon motion duly made by Director Jones, seconded by Director Newman, and upon vote unanimously carried, the Board approved the 2023 Audit, subject to final legal review and receipt of a clean opinion from the auditor, and authorized execution of the Representations Letter.

Requisition No. 3 under Denargo Market Metropolitan District No. 3’s General Obligation Limited Tax General Obligation Refunding and Improvement Notes, Series 2023A-1 and 2023A-2, and authorize reimbursement to JV LoDo Denargo LLC pursuant to Project Management Service Agreement by and between Denargo Market Metropolitan District No. 1 (“District No. 1”) and JV LoDo Denargo LLC (“Requisition No. 3CV”): The Board reviewed Requisition No. 3.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Newman, seconded by Director Jones, and upon vote unanimously carried, the Board accepted Requisition No. 3 and authorized reimbursement to JV LoDo Denargo LLC pursuant to the Project Management Service Agreement by and between District No. 1 and JV LoDo Denargo LLC.

Requisition No. 1 under Denargo Market Metropolitan District No. 3's General Obligation Limited Tax General Obligation Refunding and Improvement Notes, Series 2023A-1 and 2023A-2, and authorize reimbursement to JV LoDo Denargo LLC pursuant to 2022-2025 Facilities Funding and Acquisition Agreement by and between District No. 1 and JV LoDo Denargo LLC ("Requisition No. 1"): The Board reviewed Requisition No. 1.

Following discussion, upon motion duly made by Director Newman, seconded by Director Jones, and upon vote unanimously carried, the Board ratified acceptance of Requisition No. 1 and authorized reimbursement to JV LoDo Denargo LLC pursuant to the 2022-2025 Facilities Funding and Acquisition Agreement by and between District No. 1 and JV LoDo Denargo LLC.

Requisition No. 2 under Denargo Market Metropolitan District No. 3's General Obligation Limited Tax General Obligation Refunding and Improvement Notes, Series 2023A-1 and 2023A-2, and authorize reimbursement to JV LoDo Denargo LLC pursuant to 2022-2025 Facilities Funding and Acquisition Agreement by and between District No. 1 and JV LoDo Denargo LLC ("Requisition No. 2"): The Board reviewed Requisition No. 2.

Following discussion, upon motion duly made by Director Newman, seconded by Director Jones, and upon vote unanimously carried, the Board ratified acceptance of Requisition No. 2 and authorized reimbursement to JV LoDo Denargo LLC pursuant to the 2022-2025 Facilities Funding and Acquisition Agreement by and between District No. 2 and JV LoDo Denargo LLC.

LEGAL MATTERS

Resolution Regarding Continuing Disclosure Policies and Procedures: The Board reviewed a Resolution Regarding Continuing Disclosure Policies and Procedures.

Following discussion, upon motion duly made by Director Newman, seconded by Director Davidson, and upon vote unanimously carried, the Board adopted the Resolution Regarding Continuing Disclosure Policies and Procedures.

OPERATION AND MAINTENANCE

2024 Landscape Maintenance Matters: There was no update at this time.

RECORD OF PROCEEDINGS

Security Patrols: Director Davidson provided an update regarding recent security patrols.

RiNo Business Improvement District – Expansion of Streetscape Maintenance: The Board discussed an offer from the RiNo Business Improvement District (“Bid”) to expand streetscape maintenance to include 29th Street (between Brighton Boulevard and Arkins Court). The Board directed District Counsel to respond to the BID regarding acceptance of the BID’s offer for expansion and to determine timing for implementation of the expanded services.

OTHER MATTERS

There were no other matters.

ADJOURNMENT

There being no further business to come before the Board at this time, the meeting was adjourned.

Respectfully submitted,

By _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE DENARGO MARKET METROPOLITAN DISTRICT NO. 3 (THE "DISTRICT") HELD JUNE 18, 2024

A regular meeting of the Board of Directors of the Denargo Market Metropolitan District No. 3 (referred to hereafter as the "Board") was convened on Tuesday, June 18, 2024 at 4:30 p.m. via Zoom videoconference. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Laura H. Newman
Jeffrey D. Jones
Wade Davidson

Following discussion, upon motion duly made by Director Newman, seconded by Director Jones and, upon vote unanimously carried, the absences of Director Kuyper and Director Wenskoski were excused.

Also, In Attendance Were:

David Solin; Special District Management Services, Inc.

Paula Williams, Esq. and Kate Olson, Esq.; McGeady Becher P.C.

Lindsay Ross; CliftonLarsonAllen LLP

ADMINISTRATIVE MATTERS

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

RECORD OF PROCEEDINGS

Confirmation of Quorum, Location of Meeting and Posting of Meeting

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

Agenda: The Board reviewed the Agenda for the meeting.

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

Minutes of the March 12, 2024 Regular Meeting and the March 18, 2024

Continued Meeting: The Board reviewed the Minutes of the March 12, 2024 Regular Meeting and the March 18, 2024 Continued Meeting.

Following review and discussion, upon motion duly made by Director Newman, seconded by Director Davidson, and upon vote unanimously carried, the Board approved the Minutes.

PUBLIC COMMENT

There were no public comments.

FINANCIAL MATTERS

Schedule of Cash Position: The Board deferred this matter.

2023 Audit: Ms. Ross reviewed the 2023 Audit with the Board.

Following discussion, upon motion duly made by Director Jones, seconded by Director Newman, and upon vote unanimously carried, the Board approved the 2023 Audit, subject to final legal review and receipt of a clean opinion from the auditor, and authorized execution of the Representations Letter.

Requisition No. 3 under the District's General Obligation Limited Tax General Obligation Refunding and Improvement Notes, Series 2023A-1 and 2023A-2, and authorize reimbursement to JV LoDo Denargo LLC pursuant to Project Management Service Agreement by and between Denargo Market Metropolitan District No. 1 ("District No. 1") and JV LoDo Denargo LLC ("Requisition No. 3"): The Board reviewed Requisition No. 3.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Newman, seconded by Director Jones, and upon vote unanimously carried, the Board accepted Requisition No. 3 and authorized reimbursement to JV LoDo Denargo LLC pursuant to the Project Management Service Agreement by and between District No. 1 and JV LoDo Denargo LLC.

Requisition No. 1 under the District's General Obligation Limited Tax General Obligation Refunding and Improvement Notes, Series 2023A-1 and 2023A-2, and authorize reimbursement to JV LoDo Denargo LLC pursuant to 2022-2025 Facilities Funding and Acquisition Agreement by and between District No. 1 and JV LoDo Denargo LLC ("Requisition No. 1"): The Board reviewed Requisition No. 1.

Following discussion, upon motion duly made by Director Newman, seconded by Director Jones, and upon vote unanimously carried, the Board ratified acceptance of Requisition No. 1 and authorized reimbursement to JV LoDo Denargo LLC pursuant to the 2022-2025 Facilities Funding and Acquisition Agreement by and between District No. 1 and JV LoDo Denargo LLC.

Requisition No. 2 under the District's General Obligation Limited Tax General Obligation Refunding and Improvement Notes, Series 2023A-1 and 2023A-2, and authorize reimbursement to JV LoDo Denargo LLC pursuant to 2022-2025 Facilities Funding and Acquisition Agreement by and between District No. 1 and JV LoDo Denargo LLC ("Requisition No. 2"): The Board reviewed Requisition No. 2.

Following discussion, upon motion duly made by Director Newman, seconded by Director Jones, and upon vote unanimously carried, the Board ratified acceptance of Requisition No. 2 and authorized reimbursement to JV LoDo Denargo LLC pursuant to the 2022-2025 Facilities Funding and Acquisition Agreement by and between District No. 2 and JV LoDo Denargo LLC.

LEGAL MATTERS

Resolution Regarding Continuing Disclosure Policies and Procedures: The Board reviewed a Resolution Regarding Continuing Disclosure Policies and Procedures.

Following discussion, upon motion duly made by Director Newman, seconded by Director Davidson, and upon vote unanimously carried, the Board adopted the Resolution Regarding Continuing Disclosure Policies and Procedures.

RECORD OF PROCEEDINGS

OPERATION AND MAINTENANCE

2024 Landscape Maintenance Matters: There was no update at this time.

Security Patrols: Director Davidson provided an update regarding recent security patrols.

RiNo Business Improvement District – Expansion of Streetscape Maintenance: The Board discussed an offer from the RiNo Business Improvement District (“Bid”) to expand streetscape maintenance to include 29th Street (between Brighton Boulevard and Arkins Court). The Board directed District Counsel to respond to the BID regarding acceptance of the BID’s offer for expansion and to determine timing for implementation of the expanded services.

OTHER MATTERS

There were no other matters.

ADJOURNMENT

There being no further business to come before the Board at this time, the meeting was adjourned.

Respectfully submitted,

By _____
Secretary for the Meeting

Denargo Market Metropolitan District No. 1

June-24

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
Colorado Lighting Inc	NI301768	5/31/2024	6/30/2024	\$ 20.00	Site lighting	7801-45240
Colorado Special District Property & Liability Pool	27680	4/18/2024	4/18/2024	\$ 540.00	Prepaid Insurance	1280
Denver Water	3250 May 2024	5/10/2024	5/10/2024	\$ 27.01	Utilities	7701
Denver Water	3150 May 2024	5/10/2024	5/10/2024	\$ 27.01	Utilities	7701
Diversified Underground	29826	5/31/2024	6/30/2024	\$ 1,430.00	Locates	7804-45240
JV LoDo Denargo, LLC	3	6/1/2024	7/1/2024	\$ 105,322.28	Engineering	7857
Jpden Consulting	108	6/3/2024	6/3/2024	\$ 561.00	Security	7570
Mcgeady Becher P.C	1057W 04.2024	4/30/2024	4/30/2024	\$ 8,284.21	Legal	7460
Schedio Group LLC	220102-2739	6/3/2024	7/3/2024	\$ 848.00	Engineering	7857
Spear Security Company	DenM03	6/1/2024	6/16/2024	\$ 950.00	Security	7570
Special District Management Services	D3 05.2024	5/31/2024	5/31/2024	\$ 202.80	District management	7440
Special District Management Services	D1 05.2024	5/31/2024	5/31/2024	\$ 2,921.56	District management	7440
Special District Management Services	D2 05.2024	5/31/2024	5/31/2024	\$ 236.60	District management	7440
Triunity Engineering & Management	100517-46	5/21/2024	5/21/2024	\$ 10,831.25	Site inspection	7802-45240
Utility Notification Center	224050463	5/31/2024	5/31/2024	\$ 56.76	Locates	7804-45240
Xcel Energy	877076115	5/10/2024	5/10/2024	\$ 32.17	Utilities	7701
Xcel Energy	878288979	5/20/2024	5/20/2024	\$ 123.97	Utilities	7701
				\$ 132,414.62		

Denargo Market Metropolitan District No. 1
June-24

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 132,414.62			\$ 132,414.62
Payroll		\$ -	\$ -	\$ -
Total Disbursements from Checking Acct	\$ 132,414.62	\$ -	\$ -	\$ 132,414.62

Denargo Market Metropolitan District No. 1

July-24

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
Brightview Landscape Services	8950758	6/16/2024	7/1/2024	\$ 6,261.27	Landscaping	7585
Brightview Landscape Services	5957810	6/28/2024	7/13/2024	\$ 994.01	Irrigation repairs	7584
CliftonLarsonAllen, LLP	L241395524	6/19/2024	6/19/2024	\$ 6,033.01	Accounting	7000
CliftonLarsonAllen, LLP	L241466533	7/12/2024	7/12/2024	\$ 5,056.83	Accounting	7000
Colorado Lighting Inc	N304126	7/1/2024	7/31/2024	\$ 20.00	Site lighting	7801-45240
Dazzio & Associates, PC	688	7/19/2024	7/19/2024	\$ 14,400.00	Audit	7020
Denver Water	3250 July 2024	7/11/2024	7/11/2024	\$ 27.01	Utilities	7701
Denver Water	3150 June 2024	6/12/2024	6/12/2024	\$ 27.01	Utilities	7701
Denver Water	3150 July 2024	7/11/2024	7/11/2024	\$ 27.01	Utilities	7701
Denver Water	3250 June 2024	6/12/2024	6/12/2024	\$ 27.01	Utilities	7701
Diversified Underground	30045	6/30/2024	7/30/2024	\$ 390.00	Locates	7804-45240
JV LoDo Denargo, LLC	4	7/1/2024	7/31/2024	\$ 105,322.28	Engineering	7857
Jpden Consulting	109	7/1/2024	7/1/2024	\$ 600.00	Security	7570
Mcgeady Becher P.C	1057W 5.2024	5/31/2024	5/31/2024	\$ 3,887.69	Legal	7460
Schedio Group LLC	220102-2813	7/3/2024	8/2/2024	\$ 7,144.45	Engineering	7857
Spear Security Company	DenM04	7/1/2024	7/16/2024	\$ 950.00	Security	7570
Special District Management Services	D2 6.2024	6/30/2024	6/30/2024	\$ 293.60	District management	7440
Special District Management Services	D3 6.2024	6/30/2024	6/30/2024	\$ 236.60	District management	7440
Special District Management Services	D1 6.2024	6/30/2024	6/30/2024	\$ 5,612.11	District management	7440
Triunity Engineering & Management	100517-47	6/25/2024	6/25/2024	\$ 7,151.25	Site inspection	7802-45240
Triunity Engineering & Management	100517-48	7/16/2024	7/16/2024	\$ 8,228.75	Site inspection	7802-45240
Utility Notification Center	224060456	6/30/2024	6/30/2024	\$ 49.02	Locates	7804-45240
Xcel Energy	234-0 6.2024	6/13/2024	6/13/2024	\$ 35.17	Utilities	7701
Xcel Energy	298-3 6.2024	6/19/2024	6/19/2024	\$ 142.97	Utilities	7701
				\$ 172,917.05		

Denargo Market Metropolitan District No. 1
July-24

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 172,917.05			\$ 172,917.05
Payroll	\$ 277.05	\$ -	\$ -	\$ 277.05
Total Disbursements from Checking Acct	\$ 173,194.10	\$ -	\$ -	\$ 173,194.10

Denargo Market Metropolitan District No. 1

August-24

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
Brightview Landscape Services	9015507	7/29/2024	8/13/2024	\$ 1,344.50	Landscaping	7585
CliftonLarsonAllen, LLP	L241538530	8/13/2024	8/13/2024	\$ 4,315.14	Accounting	7000
Colorado Lighting Inc	N313229	8/5/2024	9/4/2024	\$ 20.00	Site lighting	7801-45240
Diversified Underground	30272	7/31/2024	8/30/2024	\$ 560.00	Locates	7804-45240
JV LoDo Denargo, LLC	5	8/1/2024	8/31/2024	\$ 105,322.28	Engineering	7857
Jpden Consulting	110	8/1/2024	8/1/2024	\$ 625.00	Security	7570
Mcgeady Becher P.C	1057W 06.2024	6/30/2024	6/30/2024	\$ 7,822.22	Legal	7460
Schedio Group LLC	220102-2866	8/2/2024	9/1/2024	\$ 1,304.50	Engineering	7857
Spear Security Company	DenM05	8/1/2024	8/16/2024	\$ 950.00	Security	7570
Special District Management Services	D2 07.2024	7/31/2024	7/31/2024	\$ 84.90	District management	7440
Special District Management Services	D1 07.2024	7/31/2024	7/31/2024	\$ 2,257.82	District management	7440
Special District Management Services	D3 07.2024	7/31/2024	7/31/2024	\$ 50.70	District management	7440
Utility Notification Center	224070452	7/31/2024	7/31/2024	\$ 54.18	Locates	7804-45240
Xcel Energy	298-3 7.202	7/22/2024	7/22/2024	\$ 166.89	Utilities	7701
Xcel Energy	234-0 7.2024	7/15/2024	7/15/2024	\$ 39.86	Utilities	7701
stormwater compliance solutions llc	14856	8/8/2024	9/7/2024	\$ 8,240.00	Site inspection	7802-45240
				\$ 133,157.99		

Denargo Market Metropolitan District No. 1

August-24

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 133,157.99			\$ 133,157.99
Payroll		\$ -	\$ -	\$ -
Total Disbursements from Checking Acct	\$ 133,157.99	\$ -	\$ -	\$ 133,157.99

EXHIBIT D**FORM OF PROJECT FUND REQUISITION**Requisition No. 4

\$19,359,000	\$12,906,000
Denargo Market Metropolitan District No 3 (in the City and County of Denver, Colorado)	Denargo Market Metropolitan District No 3 (in the City and County of Denver, Colorado)
Limited Tax General Obligation Refunding and Improvement Note Series 2023A-1	Limited Tax General Obligation Refunding and Improvement Note Series 2023A-2

The undersigned certifies that s/he is an Authorized Person under that certain Loan Agreement dated as of November 8, 2023 (the “Loan Agreement”) by and among Denargo Market Metropolitan District No. 3, in the City and County of Denver, Colorado (the “Borrower”), Denargo Market Metropolitan District No. 2, in the City and County of Denver, Colorado (the “Financing District”), NBH Bank (the “2023A-1 Lender”) and MidWestOne Bank (the “2023A-2 Lender”).

All capitalized terms used in this requisition (“Requisition”) shall have the respective meanings assigned in the Loan Agreement.

The undersigned Authorized Person hereby makes a requisition from the Project Fund, and in support thereof states:

1. The amount requisitioned is \$105,322.28, which amount is hereby allocated to the electoral authorization of the Borrower as follows:

Infrastructure Category	Requested Disbursement Amount	Total Amount Previously Disbursed (not including this requisition) ¹	Total Amount of Electoral Authorization applied (including this Requisition)	Total Amount of Electoral Authorization Remaining ²
Streets	\$ 26,330.57	\$ 3,626,873.36	\$ 3,653,203.93	\$ 21,962,296.07
Park and Recreation	26,330.57	3,625,472.55	3,651,803.12	21,963,696.88
Water	26,330.57	1,913,062.94	1,939,393.51	23,676,106.49
Sanitation / Storm Sewer	26,330.57	1,902,105.30	1,928,435.87	23,687,064.13
Public Transportation	-	-	-	25,615,500.00
Mosquito Control	-	-	-	25,615,500.00
Safety Controls	-	-	-	25,615,500.00
O&M Debt	-	-	-	25,615,500.00
Refunding	-	-	-	25,615,500.00
IGA Debt	-	-	-	25,615,500.00
Total	\$ 105,322.28	\$ 11,067,514.15	\$ 11,172,836.43	\$ 244,982,163.57

^{1,2} Does not include electoral authorization consumed by the principal amount of the 2023 Notes applied to the cost of issuance of the Notes, which amount is to be allocated among the above infrastructure categories pro rata in accordance with the use of net proceeds of the 2023 Notes requisitioned from the Project Fund and is to be reflected separately in the final requisition resulting in the disbursement of all remaining amounts on deposit in the Project Fund.

2. The amount requisitioned shall be released from the 2023A-1 Project Account and the 2023A-2 Project Account, on a pro rata basis, to the Operating Fund.

3. The above payment obligation has been properly incurred, is a proper charge against the 2023A-1 Project Account and the 2023A-2 Project Account, and has not been the basis of any previous withdrawal pursuant to the Loan Agreement. The disbursement requested herein will be used solely for the payment of Improvement Project Costs.

4. The costs for which the disbursement is requested herein are authorized by the Service Plan and constitute Improvement Project Costs. To the extent that the amount to be paid pursuant to this Requisition will be used to acquire improvements from JV DENARGO LLC (the "Developer") or other party and/or reimburse the Developer or other party for the costs of such public improvements, pursuant to a reimbursement agreement (or other agreement, to the extent required), an independent engineer (the "Engineer") has provided to the Borrower a written certificate regarding the reasonableness of the costs of such improvements and compliance with the criteria as required by the reimbursement agreement (or other applicable agreement) and the Borrowers' accountant has reviewed and confirmed the summation of costs set forth in the certificate of the Engineer.

5. With respect to the Improvement Project financed or reimbursed with the disbursement requested herein, based upon information available to the Borrower and the Financing District (collectively, the "Districts"), including any applicable report of the Engineer, the Districts have found and determined that such Improvement Project is in the nature of Public Improvements intended for the general direct or indirect benefit of the existing and planned residential community within the Districts, and constitutes improvements for which the Districts are authorized to issue indebtedness and impose ad valorem property taxes in accordance with the Elections and the Service Plan, and the payment of such costs of the Improvement Project is in furtherance of the purposes for which the Districts were formed.

6. Disbursement instructions are attached hereto.

7. As of the date hereof, no Event of Default under the Loan Agreement has occurred and is continuing.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of June, 2024.

DocuSigned by:

Laura Newman

6AF22D99E8FE458...

Authorized Person

JV LODO DENARGO, LLC

625 N MICHIGAN AVE., STE 2000

CHICAGO IL 60611

INVOICE: 3

PAGE 1

Date: 6/1/2024

To:

Denargo Market Metropolitan District No. 1
c/o David Solin (Special District Management Services, Inc.)

<u>Item Number</u>	<u>Description</u>	<u>Charge</u>
Project Management Service Fees	June 2024	\$105,322.28

Total Due (30 Days upon Receipt)

\$105,322.28

PLEASE RETURN COPY OF INVOICE WITH PAYMENT

Certificate Of Completion

Envelope Id: 185721E473AA4B899D26D47D6701E548	Status: Completed
Subject: Complete with DocuSign: 2023 Requisition No. 4.pdf	
Client Name: Denargo Market MD No. 3	
Client Number: A195351	
Source Envelope:	
Document Pages: 3	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	CJ Cook
Time Zone: (UTC-06:00) Central Time (US & Canada)	220 S 6th St Ste 300
	Minneapolis, MN 55402-1418
	cj.cook@claconnect.com
	IP Address: 65.59.88.254


Record Tracking

Status: Original	Holder: CJ Cook	Location: DocuSign
6/3/2024 9:55:21 AM	cj.cook@claconnect.com	

Signer Events

Laura Newman
 lnewman@goco.com
 Authorized Signatory
 Golub & Company
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 63.225.207.6

Timestamp

Sent: 6/3/2024 9:58:48 AM
 Viewed: 6/3/2024 10:03:39 AM
 Signed: 6/3/2024 10:03:44 AM

Electronic Record and Signature Disclosure:
 Accepted: 3/13/2020 1:52:36 PM
 ID: d14c3943-d657-4054-950e-b8b8060b93aa

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Lindsay Ross
 lindsay.ross@claconnect.com
 Security Level: Email, Account Authentication (None)

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Notary Events

Signature

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Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	6/3/2024 9:58:49 AM
Certified Delivered	Security Checked	6/3/2024 10:03:39 AM
Signing Complete	Security Checked	6/3/2024 10:03:44 AM
Completed	Security Checked	6/3/2024 10:03:44 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CliftonLarsonAllen LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CliftonLarsonAllen LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.

EXHIBIT D

FORM OF PROJECT FUND REQUISITION

Requisition No. 5 PM

<p>\$19,359,000</p> <p>Denargo Market Metropolitan District No 3 (in the City and County of Denver, Colorado)</p> <p>Limited Tax General Obligation Refunding and Improvement Note Series 2023A-1</p>	<p>\$12,906,000</p> <p>Denargo Market Metropolitan District No 3 (in the City and County of Denver, Colorado)</p> <p>Limited Tax General Obligation Refunding and Improvement Note Series 2023A-2</p>
--	--

The undersigned certifies that s/he is an Authorized Person under that certain Loan Agreement dated as of November 8, 2023 (the “Loan Agreement”) by and among Denargo Market Metropolitan District No. 3, in the City and County of Denver, Colorado (the “Borrower”), Denargo Market Metropolitan District No. 2, in the City and County of Denver, Colorado (the “Financing District”), NBH Bank (the “2023A-1 Lender”) and MidWestOne Bank (the “2023A-2 Lender”).

All capitalized terms used in this requisition (“Requisition”) shall have the respective meanings assigned in the Loan Agreement.

The undersigned Authorized Person hereby makes a requisition from the Project Fund, and in support thereof states:

1. The amount requisitioned is \$105,322.28, which amount is hereby allocated to the electoral authorization of the Borrower as follows:

Infrastructure Category	Requested Disbursement Amount	Total Amount Previously Disbursed (not including this requisition) ¹	Total Amount of Electoral Authorization applied (including this Requisition)	Total Amount of Electoral Authorization Remaining ²
Streets	\$ 26,330.57	\$ 4,408,011.69	\$ 4,434,342.26	\$ 21,181,157.74
Park and Recreation	26,330.57	4,868,173.13	4,894,503.70	20,720,996.30
Water	26,330.57	2,647,130.85	2,673,461.42	22,942,038.58
Sanitation / Storm Sewer	26,330.57	2,636,173.21	2,662,503.78	22,952,996.22
Public Transportation	-	-	-	25,615,500.00
Mosquito Control	-	-	-	25,615,500.00
Safety Controls	-	-	-	25,615,500.00
O&M Debt	-	-	-	25,615,500.00
Refunding	-	-	-	25,615,500.00
IGA Debt	-	-	-	25,615,500.00
Total	\$ 105,322.28	\$ 14,559,488.88	\$ 14,664,811.16	\$ 241,490,188.84

¹ Does not include electoral authorization consumed by the principal amount of the 2023 Notes applied to the cost of issuance of the Notes, which amount is to be allocated among the above infrastructure categories pro rata in accordance with the use of net proceeds of the 2023 Notes requisitioned from the Project Fund and is to be reflected separately in the final requisition resulting in the disbursement of all remaining amounts on deposit in the Project Fund.

2. The amount requisitioned shall be released from the 2023A-1 Project Account and the 2023A-2 Project Account, on a pro rata basis, to the Operating Fund.

3. The above payment obligation has been properly incurred, is a proper charge against the 2023A-1 Project Account and the 2023A-2 Project Account, and has not been the basis of any previous withdrawal pursuant to the Loan Agreement. The disbursement requested herein will be used solely for the payment of Improvement Project Costs.

4. The costs for which the disbursement is requested herein are authorized by the Service Plan and constitute Improvement Project Costs. To the extent that the amount to be paid pursuant to this Requisition will be used to acquire improvements from JV DENARGO LLC (the "Developer") or other party and/or reimburse the Developer or other party for the costs of such public improvements, pursuant to a reimbursement agreement (or other agreement, to the extent required), an independent engineer (the "Engineer") has provided to the Borrower a written certificate regarding the reasonableness of the costs of such improvements and compliance with the criteria as required by the reimbursement agreement (or other applicable agreement) and the Borrowers' accountant has reviewed and confirmed the summation of costs set forth in the certificate of the Engineer.

5. With respect to the Improvement Project financed or reimbursed with the disbursement requested herein, based upon information available to the Borrower and the Financing District (collectively, the "Districts"), including any applicable report of the Engineer, the Districts have found and determined that such Improvement Project is in the nature of Public Improvements intended for the general direct or indirect benefit of the existing and planned residential community within the Districts, and constitutes improvements for which the Districts are authorized to issue indebtedness and impose ad valorem property taxes in accordance with the Elections and the Service Plan, and the payment of such costs of the Improvement Project is in furtherance of the purposes for which the Districts were formed.

6. Disbursement instructions are attached hereto.

7. As of the date hereof, no Event of Default under the Loan Agreement has occurred and is continuing.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of July, 2024.

DocuSigned by:
Laura Newman
6AF22D99E8EE458

Authorized Person

Certificate Of Completion

Envelope Id: F93B8F747FF545948DD0987A35BE7942	Status: Completed
Subject: Complete with DocuSign: 2023 Requisition No. 5 PM.pdf	
Client Name: Denargo Market MD No. 3	
Client Number: A195351	
Source Envelope:	
Document Pages: 2	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	CJ Cook
Time Zone: (UTC-06:00) Central Time (US & Canada)	220 S 6th St Ste 300
	Minneapolis, MN 55402-1418
	cj.cook@claconnect.com
	IP Address: 4.2.161.250


Record Tracking

Status: Original	Holder: CJ Cook	Location: DocuSign
7/22/2024 9:22:23 AM	cj.cook@claconnect.com	

Signer Events

Laura Newman
 lneman@goco.com
 Authorized Signatory
 Golub & Company
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 6AF22D99E8FE458...
 Signature Adoption: Pre-selected Style
 Using IP Address: 174.17.249.33

Timestamp

Sent: 7/22/2024 9:26:20 AM
 Viewed: 7/22/2024 9:33:35 AM
 Signed: 7/22/2024 9:33:45 AM

Electronic Record and Signature Disclosure:
 Accepted: 3/13/2020 1:52:36 PM
 ID: d14c3943-d657-4054-950e-b8b8060b93aa

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

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Lindsay Ross
 lindsay.ross@claconnect.com
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 Not Offered via DocuSign

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Notary Events

Signature

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Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	7/22/2024 9:26:20 AM
Certified Delivered	Security Checked	7/22/2024 9:33:35 AM
Signing Complete	Security Checked	7/22/2024 9:33:45 AM
Completed	Security Checked	7/22/2024 9:33:45 AM

Payment Events

Status

Timestamps

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.

EXHIBIT D**FORM OF PROJECT FUND REQUISITION**Requisition No. 7 PM

\$19,359,000	\$12,906,000
Denargo Market Metropolitan District No 3 (in the City and County of Denver, Colorado)	Denargo Market Metropolitan District No 3 (in the City and County of Denver, Colorado)
Limited Tax General Obligation Refunding and Improvement Note Series 2023A-1	Limited Tax General Obligation Refunding and Improvement Note Series 2023A-2

The undersigned certifies that s/he is an Authorized Person under that certain Loan Agreement dated as of November 8, 2023 (the “Loan Agreement”) by and among Denargo Market Metropolitan District No. 3, in the City and County of Denver, Colorado (the “Borrower”), Denargo Market Metropolitan District No. 2, in the City and County of Denver, Colorado (the “Financing District”), NBH Bank (the “2023A-1 Lender”) and MidWestOne Bank (the “2023A-2 Lender”).

All capitalized terms used in this requisition (“Requisition”) shall have the respective meanings assigned in the Loan Agreement.

The undersigned Authorized Person hereby makes a requisition from the Project Fund, and in support thereof states:

1. The amount requisitioned is \$105,322.28, which amount is hereby allocated to the electoral authorization of the Borrower as follows:

Infrastructure Category	Requested Disbursement Amount	Total Amount Previously Disbursed (not including this requisition)¹	Total Amount of Electoral Authorization applied (including this Requisition)	Total Amount of Electoral Authorization Remaining²
Streets	\$ 26,330.57	\$ 4,434,342.26	\$ 4,460,672.83	\$ 21,154,827.17
Park and Recreation	26,330.57	4,894,503.70	4,920,834.27	20,694,665.73
Water	26,330.57	2,673,461.42	2,699,791.99	22,915,708.01
Sanitation / Storm Sewer	26,330.57	2,662,503.78	2,688,834.35	22,926,665.65
Public Transportation	-	-	-	25,615,500.00
Mosquito Control	-	-	-	25,615,500.00
Safety Controls	-	-	-	25,615,500.00
O&M Debt	-	-	-	25,615,500.00
Refunding	-	-	-	25,615,500.00
IGA Debt	-	-	-	25,615,500.00
Total	\$ 105,322.28	\$ 14,664,811.16	\$ 14,770,133.44	\$ 241,384,866.56

^{1,2} Does not include electoral authorization consumed by the principal amount of the 2023 Notes applied to the cost of issuance of the Notes, which amount is to be allocated among the above infrastructure categories pro rata in accordance with the use of net proceeds of the 2023 Notes requisitioned from the Project Fund and is to be reflected separately in the final requisition resulting in the disbursement of all remaining amounts on deposit in the Project Fund.

2. The amount requisitioned shall be released from the 2023A-1 Project Account and the 2023A-2 Project Account, on a pro rata basis, to the Operating Fund.

3. The above payment obligation has been properly incurred, is a proper charge against the 2023A-1 Project Account and the 2023A-2 Project Account, and has not been the basis of any previous withdrawal pursuant to the Loan Agreement. The disbursement requested herein will be used solely for the payment of Improvement Project Costs.


4. The costs for which the disbursement is requested herein are authorized by the Service Plan and constitute Improvement Project Costs. To the extent that the amount to be paid pursuant to this Requisition will be used to acquire improvements from JV DENARGO LLC (the "Developer") or other party and/or reimburse the Developer or other party for the costs of such public improvements, pursuant to a reimbursement agreement (or other agreement, to the extent required), an independent engineer (the "Engineer") has provided to the Borrower a written certificate regarding the reasonableness of the costs of such improvements and compliance with the criteria as required by the reimbursement agreement (or other applicable agreement) and the Borrowers' accountant has reviewed and confirmed the summation of costs set forth in the certificate of the Engineer.

5. With respect to the Improvement Project financed or reimbursed with the disbursement requested herein, based upon information available to the Borrower and the Financing District (collectively, the "Districts"), including any applicable report of the Engineer, the Districts have found and determined that such Improvement Project is in the nature of Public Improvements intended for the general direct or indirect benefit of the existing and planned residential community within the Districts, and constitutes improvements for which the Districts are authorized to issue indebtedness and impose ad valorem property taxes in accordance with the Elections and the Service Plan, and the payment of such costs of the Improvement Project is in furtherance of the purposes for which the Districts were formed.

6. Disbursement instructions are attached hereto.

7. As of the date hereof, no Event of Default under the Loan Agreement has occurred and is continuing.

IN WITNESS WHEREOF, I have hereunto set my hand this 30.00 day of August, 2024.

DocuSigned by:

C08095A72004430...
Authorized Person

JV LoDo Denargo, LLC

625 N MICHIGAN AVE., STE 2000

CHICAGO IL 60611

INVOICE: 5

PAGE 1

AUG 01 2024

Date: 8/1/2024

To:
Denargo Market Metropolitan District No. 1
c/o David Solin (Special District Management Services, Inc.)

<u>Item Number</u>	<u>Description</u>	<u>Charge</u>
Project Management Service Fees	August 2024	\$105,322.28

<u>Dist. Name</u>	<u>G/L Code</u>	<u>Amount</u>
	7857	105,322.28
<u>Dist. Mgr. Initials</u>		

Total Due (30 Days upon Receipt)

\$105,322.28

PLEASE RETURN COPY OF INVOICE WITH PAYMENT

Certificate Of Completion

Envelope Id: AF36FB9F07DB4A9DA878D0A0114C46E3	Status: Completed
Subject: Complete with Docusign: 2023 Requisition No. 6 PM.pdf	
Client Name: Denargo Market MD No. 3	
Client Number: A1953351	
Source Envelope:	
Document Pages: 3	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
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 Senior Vice President, Investments
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Lindsay Ross
 lindsay.ross@claconnect.com
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Timestamps

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Status

Timestamps

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EXHIBIT D**FORM OF PROJECT FUND REQUISITION**Requisition No. 5 CV No. 3

\$19,359,000	\$12,906,000
Denargo Market Metropolitan District No 3 (in the City and County of Denver, Colorado)	Denargo Market Metropolitan District No 3 (in the City and County of Denver, Colorado)
Limited Tax General Obligation Refunding and Improvement Note Series 2023A-1	Limited Tax General Obligation Refunding and Improvement Note Series 2023A-2

The undersigned certifies that s/he is an Authorized Person under that certain Loan Agreement dated as of November 8, 2023 (the “Loan Agreement”) by and among Denargo Market Metropolitan District No. 3, in the City and County of Denver, Colorado (the “Borrower”), Denargo Market Metropolitan District No. 2, in the City and County of Denver, Colorado (the “Financing District”), NBH Bank (the “2023A-1 Lender”) and MidWestOne Bank (the “2023A-2 Lender”).

All capitalized terms used in this requisition (“Requisition”) shall have the respective meanings assigned in the Loan Agreement.

The undersigned Authorized Person hereby makes a requisition from the Project Fund, and in support thereof states:

1. The amount requisitioned is \$3,386,652.45, which amount is hereby allocated to the electoral authorization of the Borrower as follows:

Infrastructure Category	Requested Disbursement Amount	Total Amount Previously Disbursed (not including this requisition)¹	Total Amount of Electoral Authorization applied (including this Requisition)	Total Amount of Electoral Authorization Remaining²
Streets	\$ 754,807.76	\$ 3,653,203.93	\$ 4,408,011.69	\$ 21,207,488.31
Park and Recreation	1,216,370.01	3,651,803.12	4,868,173.13	20,747,326.87
Water	707,737.34	1,939,393.51	2,647,130.85	22,968,369.15
Sanitation / Storm Sewer	707,737.34	1,928,435.87	2,636,173.21	22,979,326.79
Public Transportation	-	-	-	25,615,500.00
Mosquito Control	-	-	-	25,615,500.00
Safety Controls	-	-	-	25,615,500.00
O&M Debt	-	-	-	25,615,500.00
Refunding	-	-	-	25,615,500.00
IGA Debt	-	-	-	25,615,500.00
Total	\$ 3,386,652.45	\$ 11,172,836.43	\$ 14,559,488.88	\$ 241,595,511.12

^{1,2} Does not include electoral authorization consumed by the principal amount of the 2023 Notes applied to the cost of issuance of the Notes, which amount is to be allocated among the above infrastructure categories pro rata in accordance with the use of net proceeds of the 2023 Notes requisitioned from the Project Fund and is to be reflected separately in the final requisition resulting in the disbursement of all remaining amounts on deposit in the Project Fund.

2. The amount requisitioned shall be released from the 2023A-1 Project Account and the 2023A-2 Project Account, on a pro rata basis, to the Operating Fund.

3. The above payment obligation has been properly incurred, is a proper charge against the 2023A-1 Project Account and the 2023A-2 Project Account, and has not been the basis of any previous withdrawal pursuant to the Loan Agreement. The disbursement requested herein will be used solely for the payment of Improvement Project Costs.

4. The costs for which the disbursement is requested herein are authorized by the Service Plan and constitute Improvement Project Costs. To the extent that the amount to be paid pursuant to this Requisition will be used to acquire improvements from JV DENARGO LLC (the "Developer") or other party and/or reimburse the Developer or other party for the costs of such public improvements, pursuant to a reimbursement agreement (or other agreement, to the extent required), an independent engineer (the "Engineer") has provided to the Borrower a written certificate regarding the reasonableness of the costs of such improvements and compliance with the criteria as required by the reimbursement agreement (or other applicable agreement) and the Borrowers' accountant has reviewed and confirmed the summation of costs set forth in the certificate of the Engineer.

5. With respect to the Improvement Project financed or reimbursed with the disbursement requested herein, based upon information available to the Borrower and the Financing District (collectively, the "Districts"), including any applicable report of the Engineer, the Districts have found and determined that such Improvement Project is in the nature of Public Improvements intended for the general direct or indirect benefit of the existing and planned residential community within the Districts, and constitutes improvements for which the Districts are authorized to issue indebtedness and impose ad valorem property taxes in accordance with the Elections and the Service Plan, and the payment of such costs of the Improvement Project is in furtherance of the purposes for which the Districts were formed.

6. Disbursement instructions are attached hereto.

7. As of the date hereof, no Event of Default under the Loan Agreement has occurred and is continuing.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of June, 2024.

DocuSigned by:
LAURA H NEWMAN
6AF22D99E8FE458...

Authorized Person



DENARGO MARKET METROPOLITAN DISTRICT NO. 1

ENGINEER'S REPORT AND VERIFICATION OF COSTS ASSOCIATED WITH PUBLIC IMPROVEMENTS

PREPARED BY:

SCHEDIO GROUP LLC
809 14TH STREET, SUITE A
GOLDEN, COLORADO 80401

LICENSED PROFESSIONAL ENGINEER:

TIMOTHY A. MCCARTHY
STATE OF COLORADO
LICENSE NO.: 44349

DATE PREPARED: June 17, 2024

CLIENT NO.: 220102

PROJECT: Denargo Market Horizontal Infrastructure

Engineer's Report and Verification of Costs No. 3



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EXHIBIT A

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ENGINEER'S REPORT

INTRODUCTION

Per the request of Denargo Market Metropolitan District No. 1 ("District"), Schedio Group LLC ("Schedio Group") provided a *Proposal for Independent Professional Engineer's Review of Costs Incurred and Verification of Costs Associated with the Design and Construction of Public Improvements*, included as *Exhibit A – Scope of Services to Service Agreement for Cost Verification Services* ("Agreement") by and between the District and Schedio Group and executed May 31, 2022. This *Engineer's Report and Verification of Costs Associated with Public Improvements* ("Report") is the 3rd deliverable associated with the Agreement, more specifically *Task 1 – Independent Professional Engineer's Review of Costs Incurred and Verification of Costs Associated with the Design and Construction of Public Improvements*.

Schedio Group has reviewed the *Service Plan for Denargo Market Metropolitan District No. 1* ("Service Plan") and the *First Amendment to the Service Plan for Denargo Market Metropolitan District No. 1* ("Service Plan Amendment"), prepared by McGeedy Sisneros, P.C. and approved January 20, 2023. Per the Service Plan Amendment, the development is expected to contain approximately 28 acres anticipated to be utilized for residential and limited commercial and retail purposes. The population of the Districts is estimated to be 12,150 persons at build-out. Per *Exhibit I – Improvements and Costs to the Service Plan*, the total costs of the Public Improvements are estimated to be approximately \$67,858,906 in 2023 dollars.

Per the Service Plan:

II. Purposes of Management District. The Management District is anticipated to act as the management district responsible for managing, implementing and coordinating the financing, acquisition, construction, completion, operation and maintenance of all public infrastructure and services within and without the Project, including without limitation all streets, safety protection, water, sewer and storm drainage, transportation, mosquito control, and park and recreation facilities which are more particularly described in Parts V and VI (the "Improvements").

Schedio Group also reviewed the *2022 – 2025 Facilities Funding and Acquisition Agreement* ("FFAA"), by and between Denargo Market Metropolitan District No. 1 and JV Denargo LLC ("Developer"), dated October 11, 2022.

Per the FFAA:

3.1. Improvements Acquired by District. In lieu of or in addition to the District designing and constructing Improvements, the Developer may determine to construct all or a portion of the Improvements for subsequent acquisition by the District. The Parties agree that prior to the Developer requesting that the District acquire any Improvements pursuant to this Agreement, the District shall obtain a certification of an independent engineer that the Construction Related Expenses are reasonable and comparable for similar projects as constructed in the Denver Metropolitan Area, and verification from the District's accountant that the Construction Related Expenses are reimbursable ("Verified Costs") based on the copies of the invoices, bills, and requests for payments provided to the District pursuant to Section 3.4 herein. The Developer



shall provide the District and/or the independent engineer with the written evidence of the date that payment was made by the Developer for all Verified Costs.

The purpose of this Report is to verify costs and construction progress, as applicable, associated with the design and construction of Public Improvements as authorized by the Service Plan, and provide the certification of an independent engineer regarding Verified Costs as required by the FFAA.

SUMMARY OF FINDINGS

To date, Schedio Group has reviewed a net total of \$19,159,584.51 in soft, indirect, and hard costs associated with the design and construction of improvements. Of the \$19,159,584.51 reviewed, Schedio Group verified \$13,746,435.65 as Public Capital Costs associated with the design and construction of Public Improvements. Therefore, the Total Verified Public Amount eligible for Developer Reimbursement to date is \$13,746,435.65.

Previously, Schedio Group had reviewed a total of \$15,260,284.68 in soft, indirect, and hard costs associated with the design and construction of improvements. Of the \$15,260,284.68 reviewed, Schedio Group has verified \$10,300,173.30 as Public Capital Costs associated with the design and construction of Public Improvements. Therefore, the Total Verified Public Amount eligible for Developer Reimbursement to date is \$10,300,173.30.

Per this report, Schedio Group reviewed a net total of \$3,899,299.83 in soft, indirect, and hard costs associated with the design and construction of improvements. Of the \$3,899,299.83 reviewed, Schedio Group has verified \$3,446,262.35 as Public Capital Costs associated with the design and construction of Public Improvements. Therefore, the Total Verified Public Amount eligible for Developer Reimbursement is \$3,446,262.35. See *Figure 1 – Summary of Verified Soft, Indirect, and Hard Costs Segregated by Service Plan Category* below.

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	TOT AMT VER VER NO 1 - 3	TOT PREV AMT VER VER NOS 1 - 2	TOT CUR AMT VER VER NO 3
SOFT AND INDIRECT			
CAPITAL			
Streets	\$ 2,289,474.53	\$ 2,211,185.58	\$ 78,288.95
Water	\$ 814,672.40	\$ 782,818.52	\$ 31,853.88
Sanitary Sewer	\$ 804,076.35	\$ 772,222.47	\$ 31,853.88
Parks and Recreation	\$ 2,830,502.94	\$ 2,296,881.82	\$ 533,621.12
TOTAL SOFT AND INDIRECT COSTS -->	\$ 6,738,726.22	\$ 6,063,108.39	\$ 675,617.83
HARD			
CAPITAL			
Streets	\$ 1,761,013.77	\$ 1,068,352.64	\$ 692,661.13
Water	\$ 1,748,898.55	\$ 1,056,237.42	\$ 692,661.13
Sanitary Sewer	\$ 1,748,898.55	\$ 1,056,237.42	\$ 692,661.13
Parks and Recreation	\$ 1,748,898.55	\$ 1,056,237.42	\$ 692,661.13
TOTAL HARD COSTS -->	\$ 7,007,709.44	\$ 4,237,064.91	\$ 2,770,644.53
SOFT AND INDIRECT + HARD			
CAPITAL			
Streets	\$ 4,050,488.30	\$ 3,279,538.22	\$ 770,950.08
Water	\$ 2,563,570.95	\$ 1,839,055.94	\$ 724,515.01
Sanitary Sewer	\$ 2,552,974.90	\$ 1,828,459.89	\$ 724,515.01
Parks and Recreation	\$ 4,579,401.49	\$ 3,353,119.24	\$ 1,226,282.26
VER TOT CUR SOFT AND INDIRECT + HARD AMT -->	\$ 13,746,435.65	\$ 10,300,173.30	\$ 3,446,262.35

Figure 1 – Summary of Verified Soft, Indirect, and Hard Costs Segregated by Service Plan Category

DETERMINATION OF PUBLIC PRORATION PERCENTAGE

Figure 2 – Determination of Public Proration Percentage below summarizes the public and private areas within the District. The ratio of Total Public Area to Total Area yields a Public Proration Percentage that can be applied to select costs with both public and private components. Areas were taken directly from or derived from the Denargo Market Subdivision Filing No. 3 Final Plat. The Public Proration Percentage was calculated and applied as deemed appropriate by Schedio Group. See Exhibit A – Summary of Costs Reviewed for application of the Public Proration Percentage.

PLAT	TOT AREA (SF)	TOT LOT AREA (SF)	TOT TRACT AREA (SF)	TOT ROW AREA (SF)	TOT PRI AREA (SF)	TOT PUB AREA (SF)	PPP
Denargo Market Subdivision Filing No. 3	487,425	334,549	152,876	0	334,549	152,876	31.36%
TOT FILING AREA -->	487,425	334,549	152,876	0	334,549	152,876	31.36%

Figure 2 – Determination of Public Proration Percentage

VERIFICATION OF COSTS

Schedio Group reviewed soft, indirect, and hard costs associated with the design and construction of Public Improvements. Schedio Group found costs associated with Public Improvements to be reasonable when compared to similar projects, during similar time frames in similar locales.

VERIFICATION OF PAYMENTS

Schedio Group verified payments totaling \$3,793,977.56, of which \$3,446,262.35 is associated with the design and construction of Public Improvements. Schedio Group did not verify payments for Project Management Fees reviewed in the amount of \$105,322.28 as the District will pay this amount directly to the Developer subsequent to this Report.



VERIFICATION OF CONSTRUCTION

Schedio Group performed a site visit on June 10, 2024. Swinerton Builders Pay Application No. 7 for Denargo Site Earthwork and Utilities reasonably represents the work completed to date on site. The constructed Public Improvements appear to be in general conformance with the approved construction drawings. See *Exhibit B – Summary of Documents Reviewed*. Photos and construction progress maps are available from Schedio Group upon request.

SPECIAL CIRCUMSTANCES AND NOTABLE METHODOLOGIES

None.



ENGINEER'S VERIFICATION

Timothy A. McCarthy, P.E. / Schedio Group LLC ("Independent Consulting Engineer") states as follows:

The Independent Consulting Engineer is an engineer duly qualified and licensed in the State of Colorado with experience in the design, construction, and verification of Public Improvements of similar type and function as those described in the attached Engineer's Report dated June 17, 2024.

The Independent Consulting Engineer reviewed construction and legal documents provided by others, related to the design and construction of Public Improvements considered in the attached Engineer's Report, to state the conclusions set forth in this Engineer's Verification.

The Independent Consulting Engineer performed a site visit on June 10, 2024. Public Improvements considered in the attached Engineer's Report appear to have been constructed in general accordance with the approved construction drawings.

The Independent Consulting Engineer determined that Public Improvements considered in the attached Engineer's Report, from July 6, 2022 (date of Xcel Invoice No. 20220706) to May 1, 2024 (date of JV LoDo Denargo LLC Invoice No. 2), are reasonably valued at \$3,446,262.35.

In the opinion of the Independent Consulting Engineer, the above-stated value for soft, indirect, and hard costs associated with the design and construction of the Public Improvements is reasonable and consistent with costs associated with similar Public Improvements constructed for similar purposes at similar locales during a similar timeframe.

The Independent Consulting Engineer recommends that Denargo Market Metropolitan District No. 1 reimburse JV Denargo LLC an amount of **\$3,446,262.35**.

A handwritten signature in blue ink, appearing to read 'Timothy A. McCarthy', written over a horizontal line.

June 17, 2024

Timothy A. McCarthy, P.E.

Colorado License No. 44349



EXHIBIT A

SUMMARY OF COSTS REVIEWED



EXHIBIT B

SUMMARY OF DOCUMENTS REVIEWED



SUMMARY OF DOCUMENTS REVIEWED

SERVICE PLANS

- Service Plan for Denargo Market Metropolitan District No. 1 in the City and County of Denver, Colorado, prepared by McGeady Sisneros, P.C., approved March 8, 2010
- First Amendment to the Service Plan for Denargo Market Metropolitan District No. 1 in the City and County of Denver Colorado, prepared by McGeady Becher P.C., approved January 20, 2023

DISTRICT AGREEMENTS

- 2022 – 2025 Facilities Funding and Acquisition Agreement by and between Denargo Market Metropolitan District No. 1 and JV Denargo LLC, prepared by McGeady Becher P.C., dated October 11, 2022 (Executed)
- 2022 – 2025 Operation Funding Agreement by and between Denargo Market Metropolitan District No. 1 and JV Denargo LLC, prepared by McGeady Becher P.C., dated October 11, 2022 (Executed)
- Termination of 2022-2025 Facilities Funding and Acquisition Agreement by and between Denargo Market Metropolitan District No. 1 and JV Denargo LLC, prepared by McGeady Becher P.C., dated January 29, 2024 (Executed)
- 2022 – 2025 Facilities Funding and Acquisition Agreement by and between Denargo Market Metropolitan District No. 1 and JV Denargo LLC, prepared by McGeady Becher P.C., dated January 29, 2024 (Executed)

PROFESSIONAL REPORTS

- None

LAND SURVEY DRAWINGS

- Denargo Market Subdivision Filing No. 3, prepared by Martin/Martin, Inc., recorded June 29, 2023, reception No. 2023061222

CONSTRUCTION DRAWINGS

- Denargo Market Horizontal Infrastructure Denver Water Plans, prepared by Martin/Martin, Inc., last revised May 26, 2022
- Denargo Market Horizontal Infrastructure Erosion Control Plans, prepared by Martin/Martin, Inc., last revised June 16, 2023
- Denargo Market Horizontal Infrastructure Public and Private Storm and Sanitary Sewer Plans, prepared by Martin/Martin, Inc., last revised September 5, 2023
- Denargo Market Horizontal Infrastructure Transportation Engineering Plans, prepared by Martin/Martin, Inc., last revised August 17, 2023



VENDOR CONTRACTS

- Martin/Martin, Inc., JV Denargo LLC, Agreement for Additional Services – Denargo Floodplain Permit, dated February 1, 2023 (Executed)
- Martin/Martin, Inc., JV Denargo LLC, Agreement for Additional Services – Denargo Market Owner-Architect-Contractor (OAC) Meetings and Pay Applications, dated October 16, 2023 (Executed)
- Martin/Martin, Inc., JV Denargo LLC, Agreement for Additional Services – Denargo Temporary Water Quality and Detention, dated August 9, 2023 (Not Executed)
- Martin/Martin, Inc. (“Engineer”), JV Denargo LLC (“Owner”), Agreement for Civil and Structural Engineering Services, dated September 30, 2021 (Executed)
- Sasaki Associates, Inc., Golub Development LLC, Denargo Market Public Realm Implementation Services – Amendment #1, dated August 25, 2022 (Executed)
- Sasaki Associates, Inc., Golub Development LLC, Denargo Market Public Realm Implementation Services – Amendment #2, dated January 17, 2023 (Not Executed)
- Sasaki Associates, Inc., Golub Development LLC, Denargo Market Public Realm Implementation Services – Amendment #4, dated September 14, 2023 (Executed)
- Sasaki Associates, Inc., JV Denargo LLC, Denargo Market Public Realm Implementation Services – Amendment #3, dated August 7, 2023 (Executed)
- Sasaki Associates, Inc. (“Landscape Architect”), JV Denargo LLC (“Owner”), Agreement for Landscape Architecture Services, dated July 30, 2021 (Executed)
- Swinerton Builders (“Contractor”), JV Lodo Denargo, LLC (“Owner”), Limited Authorization to Proceed for Mobilization, Earthwork and Over Lot Grading, dated September 22, 2023 (Executed)
- Baseline Engineering Corporation., JV Denargo, LLC, Proposal for Pre-Construction Environmental Consulting Services – Denargo Market Site, dated June 5th, 2023
- Century Link., JV Denargo LLC, Special Construction Proposal – Relocate the existing Lumen facilities in conflict with the new development, dated August 11th, 2023

VENDOR INVOICES

- Note: *See Exhibit A - Summary of Costs Reviewed*

JV Denargo - Captial

Computation Interval: Annual

Nominal Annual Rate: 8.000%

Daily Rate: 0.02192%

Cash Flow Data - Loans and Payments

	Event	Date	Amount	Number	Period	End Date	Memo
1	Loan	10/02/2019	15,487.15	1			CV #1 Tryba
2	Loan	10/11/2019	3,136.40	1			CV #1
3	Loan	11/27/2019	8,970.24	1			CV #1
4	Loan	11/27/2019	27,046.05	1			CV #1 Tryba
5	Loan	12/13/2019	643.65	1			CV #1
6	Loan	12/31/2019	16,152.05	1			CV #1 Tryba
7	Loan	01/27/2020	7,788.34	1			CV #1 Tryba
8	Loan	02/03/2020	3,136.40	1			CV #1
9	Loan	02/13/2020	11,332.49	1			CV #1
10	Loan	02/19/2020	798.87	1			CV #1 Tryba
11	Loan	02/21/2020	1,568.20	1			CV #1
12	Loan	02/28/2020	26,454.31	1			CV #1 Tryba
13	Loan	05/12/2020	136,030.17	1			CV #1
14	Loan	05/12/2020	100,349.05	1			CV #1 Tryba
15	Loan	05/18/2020	1,568.20	1			CV #1
16	Loan	06/16/2020	11,505.52	1			CV #1 Tryba
17	Loan	06/22/2020	1,568.20	1			CV #1
18	Loan	07/27/2020	1,319.18	1			CV #1
19	Loan	07/27/2020	28,428.44	1			CV #1 Tryba
20	Loan	08/03/2020	3,136.40	1			CV #1
21	Loan	08/24/2020	20,150.00	1			CV #1 - Earth Serv
22	Loan	08/24/2020	68,390.07	1			CV #1 Tryba
23	Loan	08/31/2020	1,568.20	1			CV #1

JV Denargo - Captial

	Event	Date	Amount	Number	Period	End Date	Memo
24	Loan	10/05/2020	841.50	1			CV #1
25	Loan	10/07/2020	2,406.09	1			CV #1
26	Loan	10/07/2020	87,716.39	1			CV #1
27	Loan	10/13/2020	1,568.20	1			CV #1
28	Loan	12/14/2020	11,070.95	1			CV #1
29	Loan	12/14/2020	3,369.75	1			CV #1 - Aztec
30	Loan	12/15/2020	121,980.00	1			CV #1 - Earth Serv
31	Loan	12/15/2020	33,062.82	1			CV #1 Tryba
32	Loan	03/08/2021	3,922.98	1			CV #1
33	Loan	03/08/2021	91,880.33	1			CV #1 Tryba
34	Loan	03/09/2021	101,355.00	1			CV #1 - Earth Serv
35	Loan	03/09/2021	7,089.92	1			CV #1
36	Loan	03/10/2021	2,047.50	1			CV #1
37	Loan	03/12/2021	4,704.60	1			CV #1
38	Loan	03/12/2021	188.18	1			CV #1 - Aztec
39	Loan	04/16/2021	29,449.68	1			CV #1 Tryba
40	Loan	04/19/2021	16,184.24	1			CV #1
41	Loan	04/21/2021	9,450.00	1			CV #1
42	Loan	04/23/2021	3,136.40	1			CV #1
43	Loan	06/21/2021	23,049.87	1			CV #1
44	Loan	06/28/2021	3,136.40	1			CV #1
45	Loan	06/29/2021	4,879.98	1			CV #1 Tryba
46	Loan	08/06/2021	11,444.21	1			CV #1
47	Loan	08/09/2021	1,995.00	1			CV #1
48	Loan	08/11/2021	7,768.94	1			CV #1 Tryba
49	Loan	09/13/2021	3,269.12	1			CV #1
50	Loan	09/13/2021	5,776.20	1			CV #1 Tryba
51	Loan	10/11/2021	1,131.00	1			CV #1
52	Loan	10/13/2021	28,435.00	1			CV #1 - Aztec
53	Loan	10/14/2021	997.50	1			CV #1
54	Loan	10/15/2021	3,280.00	1			CV #1 Tryba
55	Loan	10/15/2021	10,026.91	1			CV #1 Tryba
56	Loan	12/07/2021	64,956.63	1			CV #1 - Sasaki

JV Denargo - Captial

	Event	Date	Amount	Number	Period	End Date	Memo
57	Loan	12/08/2021	895.00	1			CV #1 Tryba
58	Loan	12/08/2021	308.94	1			CV #1 Tryba
59	Loan	12/21/2021	17,500.00	1			CV #1 - Martin
60	Loan	12/21/2021	711.96	1			CV #1 Tryba
61	Loan	12/21/2021	1,895.95	1			CV #1
62	Loan	12/21/2021	5,637.50	1			CV #1 Tryba
63	Loan	12/21/2021	2,578.53	1			CV #1 Tryba
64	Loan	02/03/2022	210.00	1			CV #1
65	Loan	02/08/2022	8,500.00	1			CV #1 - Martin
66	Loan	02/08/2022	591.94	1			CV #1
67	Loan	02/08/2022	182,270.75	1			CV #1 - Sasaki
68	Loan	02/10/2022	28.23	1			CV #1 Tryba
69	Loan	02/10/2022	2,067.50	1			CV #1 Tryba
70	Loan	02/11/2022	2,070.02	1			CV #1
71	Loan	02/14/2022	161.44	1			CV #1
72	Loan	02/15/2022	22,750.00	1			CV #1 - Martin
73	Loan	02/23/2022	687.50	1			CV #1
74	Loan	03/22/2022	225.82	1			CV #1 Tryba
75	Loan	03/22/2022	322.88	1			CV #1
76	Loan	03/22/2022	133,168.47	1			CV #1 - Sasaki
77	Loan	03/22/2022	2,160.00	1			CV #1 Tryba
78	Loan	03/24/2022	27,750.00	1			CV #1 - Martin
79	Loan	05/09/2022	799.73	1			CV #1
80	Loan	05/10/2022	550.94	1			CV #1
81	Loan	05/10/2022	84,795.00	1			CV #1 - Sasaki
82	Loan	05/10/2022	49,325.00	1			CV #1 - Martin
83	Loan	05/16/2022	646.88	1			CV #1
84	Loan	05/17/2022	41,625.00	1			CV #1 - Martin
85	Loan	05/17/2022	90,206.63	1			CV #1 - Sasaki
86	Loan	05/18/2022	56.46	1			CV #1 Tryba
87	Loan	05/18/2022	2,475.00	1			CV #1 Tryba
88	Loan	06/03/2022	4,155.73	1			CV #1
89	Loan	06/07/2022	594.00	1			CV #1

JV Denargo - Captial

	Event	Date	Amount	Number	Period	End Date	Memo
90	Loan	06/13/2022	30,916.30	1			CV#1 - Kumar
91	Loan	06/14/2022	42.34	1			CV #1 Tryba
92	Loan	06/14/2022	3,879.74	1			CV #1
93	Loan	06/14/2022	122,296.01	1			CV #1 - Sasaki
94	Loan	06/14/2022	450.00	1			CV #1 Tryba
95	Loan	06/14/2022	41,625.00	1			CV #1 - Martin
96	Loan	06/17/2022	198.00	1			CV #1
97	Loan	07/18/2022	5,899.70	1			CV#1 - Kumar
98	Loan	07/19/2022	5,802.34	1			CV #1
99	Loan	07/20/2022	3,960.00	1			CV #1
100	Loan	07/20/2022	89,778.92	1			CV #1 - Sasaki
101	Loan	08/16/2022	217.50	1			CV #1
102	Loan	08/26/2022	297.00	1			CV #1
103	Loan	08/29/2022	810.00	1			CV #1
104	Loan	08/29/2022	36,075.00	1			CV #1 - Martin
105	Loan	08/29/2022	4,451.00	1			CV#1 - Kumar
106	Loan	08/29/2022	98,612.73	1			CV #1 - Sasaki
107	Loan	08/30/2022	279.31	1			CV #1
108	Loan	09/06/2022	10,200.00	1			CV #1
109	Loan	09/22/2022	1,395.00	1			CV #1 Tryba
110	Loan	09/27/2022	1,200.00	1			CV #1
111	Loan	10/04/2022	544.50	1			CV #1
112	Loan	10/05/2022	4,199.23	1			CV #1
113	Loan	10/07/2022	1,555.50	1			CV #1 - Aztec
114	Loan	10/11/2022	1,020.00	1			CV #1
115	Loan	10/13/2022	41,103.38	1			CV #1 - Sasaki
116	Loan	10/17/2022	12,025.00	1			CV #1 - Martin
117	Loan	10/21/2022	3,040.31	1			CV #1CV #1
118	Loan	10/25/2022	1,084.37	1			CV #1
119	Loan	10/25/2022	144,980.52	1			CV #1 - Sasaki
120	Loan	12/08/2022	1,620.01	1			CV #1
121	Loan	12/10/2022	304.27	1			CV #1 Tryba
122	Loan	12/12/2022	3,825.00	1			CV #1

JV Denargo - Captial

	Event	Date	Amount	Number	Period	End Date	Memo
123	Loan	12/12/2022	97,154.91	1			CV #1 - Sasaki
124	Loan	12/29/2022	270.00	1			CV #1 Tryba
125	Loan	12/29/2022	235.23	1			CV #1 Tryba
126	Loan	12/30/2022	12,025.00	1			CV #1 - Martin
127	Loan	01/11/2023	1,696.50	1			CV #1
128	Loan	01/17/2023	995.81	1			CV #1
129	Loan	01/26/2023	806.60	1			CV #1
130	Loan	01/30/2023	1,275.00	1			CV #1
131	Loan	02/21/2023	1,275.00	1			CV #1
132	Loan	02/25/2023	478.50	1			CV #1
133	Loan	02/27/2023	9,750.00	1			CV #1 - Martin
134	Loan	03/24/2023	1,568.20	1			CV #1
135	Loan	03/27/2023	436.00	1			CV #1
136	Loan	05/08/2023	1,275.00	1			CV #1
137	Loan	05/09/2023	6,797.00	1			CV #1
138	Loan	05/10/2023	98,689.86	1			CV #1 - Sasaki
139	Loan	05/10/2023	2,237.58	1			CV #1
140	Loan	05/11/2023	2,465.00	1			CV #1
141	Loan	05/22/2023	4,618.00	1			CV#1 - Kumar
142	Loan	05/24/2023	3,566.86	1			CV #1
143	Loan	06/09/2023	577.50	1			CV #1
144	Loan	07/05/2023	3,600.00	1			CV #1 - Martin
145	Loan	07/05/2023	1,884.64	1			CV #1
146	Loan	07/06/2023	389.20	1			CV #1
147	Loan	07/07/2023	49,182.00	1			CV #1
148	Loan	07/11/2023	80,919.10	1			CV #1 - Sasaki
149	Loan	07/11/2023	2,611.84	1			CV #1
150	Loan	07/31/2023	1,527.03	1			CV #1
151	Loan	07/31/2023	3,285.00	1			CV#1 - Kumar
152	Loan	08/02/2023	630.00	1			CV #1 Tryba
153	Loan	08/16/2023	89,189.51	1			CV #1 - Sasaki
154	Loan	08/16/2023	31,196.00	1			CV #1 - Sasaki
155	Loan	09/12/2023	8,981.20	1			CV #1

JV Denargo - Captial

	Event	Date	Amount	Number	Period	End Date	Memo
156	Loan	09/13/2023	7,516.60	1			CV #1
157	Loan	09/13/2023	645.00	1			CV#1 - Kumar
158	Loan	09/29/2023	577.50	1			CV #1
159	Loan	09/30/2023	2,389.69	1			CV #1
160	Loan	10/05/2023	57,439.40	1			CV #1 - Sasaki
161	Loan	10/10/2023	101,145.23	1			CV #1
162	Loan	11/09/2023	7,035.00	1			CV #2
163	Loan	11/13/2023	8,075.00	1			CV #2
164	Loan	11/14/2023	254,277.21	1			CV #1
165	Loan	11/14/2023	3,724.67	1			CV #2
166	Loan	11/14/2023	9,000.00	1			CV #2-M&M
167	Loan	11/15/2023	2,446.80	1			CV #2
168	Loan	11/17/2023	5,676.48	1			CV #2
169	Loan	11/20/2023	277,922.74	1			CV #2-Swinerton
170	Loan	11/21/2023	50.00	1			CV #2 - Denver
171	Loan	11/30/2023	50.00	1			CV #2 - Denver
172	Loan	12/04/2023	0.20	1			Adjustment
173	Loan	12/04/2023	4,598.97	1			CV #2
174	Loan	12/04/2023	432,041.01	1			CV #1
175	Loan	12/11/2023	8,570.00	1			CV #2
176	Loan	12/13/2023	3,265.65	1			CV #2
177	Loan	12/13/2023	217,619.11	1			CV #2-Swinerton
178	Loan	12/13/2023	127,010.28	1			CV #2 - Denver
179	Loan	12/18/2023	23,993.83	1			CV #2-Sasaki
180	Loan	12/19/2023	46,217.38	1			CV #2-Baseline
181	Payment	12/31/2023	0.00	1			
182	Loan	01/02/2024	735.00	1			CV #2
183	Loan	01/04/2024	1,874.73	1			CV #2
184	Loan	01/09/2024	1,422,558.17	1			CV #2-Swinerton
185	Loan	01/09/2024	2,550.00	1			CV #2-M&M
186	Loan	01/23/2024	33,639.21	1			CV #2-Baseline
187	Loan	01/25/2024	9,000.00	1			CV #2 - Denver
188	Loan	01/31/2024	20,769.07	1			CV #2-Sasaki

JV Denargo - Captial

	Event	Date	Amount	Number	Period	End Date	Memo
189	Loan	02/05/2024	2,965.00	1			CV #2-kumar
190	Loan	02/07/2024	655,550.99	1			CV #2-Swinerton
191	Loan	02/07/2024	2,721.38	1			CV #2
192	Loan	02/08/2024	1,250.00	1			CV #2-M&M
193	Loan	02/12/2024	29,990.60	1			CV #2-Baseline
194	Loan	02/12/2024	166.80	1			CV #2
195	Loan	02/29/2024	157.50	1			CV #2
196	Loan	03/04/2024	571,168.23	1			CV #2-Swinerton
197	Loan	03/04/2024	21,037.50	1			CV #2-M&M
198	Loan	03/04/2024	23,989.28	1			CV #2-Sasaki
199	Loan	03/04/2024	4,551.25	1			CV #2-kumar
200	Loan	03/05/2024	2,058.79	1			CV #2
201	Loan	03/12/2024	36,957.92	1			CV #2-Baseline
202	Loan	03/12/2024	23,539.50	1			CV #2
203	Loan	03/13/2024	203,780.73	1			CV #3
204	Payment	03/26/2024	577,402.35	1			Req #1 - Int
205	Payment	03/26/2024	Principal First	1			Req #1 - Principal
	Total payment amount		3,937,130.56				
206	Loan	04/01/2024	425.00	1			CV #3
207	Loan	04/10/2024	815.46	1			CV #3
208	Loan	04/11/2024	10,325.00	1			CV #3
209	Loan	04/15/2024	285.60	1			CV #3
210	Loan	04/16/2024	11,562.25	1			CV #3 - Kumar
211	Loan	04/16/2024	1,284,857.92	1			CV #3 - Swinerton
212	Loan	04/16/2024	7,470.45	1			CV #3
213	Loan	04/23/2024	28,633.75	1			CV #3 - Baseline
214	Loan	04/26/2024	1,760.00	1			CV #3
215	Loan	04/30/2024	15,000.00	1			CV #3
216	Payment	04/30/2024	85,090.38	1			Req #2 - Int
217	Payment	04/30/2024	Principal First	1			
	Total payment amount		3,612,486.83				
218	Loan	05/01/2024	3,729.25	1			CV #3 - Kumar
219	Loan	05/01/2024	3,306.87	1			CV #3

JV Denargo - Captial

	Event	Date	Amount	Number	Period	End Date	Memo
220	Loan	05/02/2024	455,813.68	1			CV #3 - Swinerton
221	Loan	05/02/2024	1,282,005.87	1			CV #3 - Swinerton
222	Loan	05/02/2024	4,375.00	1			CV #3 - M&M
223	Loan	05/02/2024	567.99	1			CV #3
224	Loan	05/02/2024	6,426.75	1			CV #3
225	Loan	05/06/2024	1,145.10	1			CV #3 - M&M
226	Loan	05/08/2024	18,653.40	1			CV #3 - Baseline
227	Payment	06/24/2024	0.00	1			

TValue Amortization Schedule - U.S. Rule, 365 Day Year, Open Balance

	Date	Loan	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due			Memo
							Interest	Principal	Total	
Loan	10/02/2019	15,487.15		0.00	0.00	0.00	0.00	15,487.15	15,487.15	CV #1 Tryba
Loan	10/11/2019	3,136.40		30.55	0.00	0.00	30.55	18,623.55	18,654.10	CV #1
Loan	11/27/2019	8,970.24		191.85	0.00	0.00	222.40	27,593.79	27,816.19	CV #1
Loan	11/27/2019	27,046.05		0.00	0.00	0.00	222.40	54,639.84	54,862.24	CV #1 Tryba
Loan	12/13/2019	643.65		191.61	0.00	0.00	414.01	55,283.49	55,697.50	CV #1
Loan	12/31/2019	16,152.05		218.10	0.00	0.00	632.11	71,435.54	72,067.65	CV #1 Tryba
2019 Totals		71,435.54	0.00	632.11	0.00	0.00				
Loan	01/27/2020	7,788.34		422.74	0.00	0.00	1,054.85	79,223.88	80,278.73	CV #1 Tryba
Loan	02/03/2020	3,136.40		121.55	0.00	0.00	1,176.40	82,360.28	83,536.68	CV #1
Loan	02/13/2020	11,332.49		180.52	0.00	0.00	1,356.92	93,692.77	95,049.69	CV #1
Loan	02/19/2020	798.87		123.21	0.00	0.00	1,480.13	94,491.64	95,971.77	CV #1 Tryba
Loan	02/21/2020	1,568.20		41.42	0.00	0.00	1,521.55	96,059.84	97,581.39	CV #1
Loan	02/28/2020	26,454.31		147.38	0.00	0.00	1,668.93	122,514.15	124,183.08	CV #1 Tryba
Loan	05/12/2020	136,030.17		1,987.08	0.00	0.00	3,656.01	258,544.32	262,200.33	CV #1
Loan	05/12/2020	100,349.05		0.00	0.00	0.00	3,656.01	358,893.37	362,549.38	CV #1 Tryba
Loan	05/18/2020	1,568.20		471.97	0.00	0.00	4,127.98	360,461.57	364,589.55	CV #1
Loan	06/16/2020	11,505.52		2,291.15	0.00	0.00	6,419.13	371,967.09	378,386.22	CV #1 Tryba
Loan	06/22/2020	1,568.20		489.16	0.00	0.00	6,908.29	373,535.29	380,443.58	CV #1

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	Date	Loan	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due			Memo
							Interest	Principal	Total	
Loan	07/27/2020	1,319.18		2,865.48	0.00	0.00	9,773.77	374,854.47	384,628.24	CV #1
Loan	07/27/2020	28,428.44		0.00	0.00	0.00	9,773.77	403,282.91	413,056.68	CV #1 Tryba
Loan	08/03/2020	3,136.40		618.74	0.00	0.00	10,392.51	406,419.31	416,811.82	CV #1
Loan	08/24/2020	20,150.00		1,870.64	0.00	0.00	12,263.15	426,569.31	438,832.46	CV #1 - Earth Serv
Loan	08/24/2020	68,390.07		0.00	0.00	0.00	12,263.15	494,959.38	507,222.53	CV #1 Tryba
Loan	08/31/2020	1,568.20		759.39	0.00	0.00	13,022.54	496,527.58	509,550.12	CV #1
Loan	10/05/2020	841.50		3,808.98	0.00	0.00	16,831.52	497,369.08	514,200.60	CV #1
Loan	10/07/2020	2,406.09		218.02	0.00	0.00	17,049.54	499,775.17	516,824.71	CV #1
Loan	10/07/2020	87,716.39		0.00	0.00	0.00	17,049.54	587,491.56	604,541.10	CV #1
Loan	10/13/2020	1,568.20		772.59	0.00	0.00	17,822.13	589,059.76	606,881.89	CV #1
Loan	12/14/2020	11,070.95		8,004.76	0.00	0.00	25,826.89	600,130.71	625,957.60	CV #1
Loan	12/14/2020	3,369.75		0.00	0.00	0.00	25,826.89	603,500.46	629,327.35	CV #1 - Aztec
Loan	12/15/2020	121,980.00		132.27	0.00	0.00	25,959.16	725,480.46	751,439.62	CV #1 - Earth Serv
Loan	12/15/2020	33,062.82		0.00	0.00	0.00	25,959.16	758,543.28	784,502.44	CV #1 Tryba
2020 Totals		687,107.74	0.00	25,327.05	0.00	0.00				
Loan	03/08/2021	3,922.98		13,799.25	0.00	0.00	39,758.41	762,466.26	802,224.67	CV #1
Loan	03/08/2021	91,880.33		0.00	0.00	0.00	39,758.41	854,346.59	894,105.00	CV #1 Tryba
Loan	03/09/2021	101,355.00		187.25	0.00	0.00	39,945.66	955,701.59	995,647.25	CV #1 - Earth Serv
Loan	03/09/2021	7,089.92		0.00	0.00	0.00	39,945.66	962,791.51	1,002,737.17	CV #1
Loan	03/10/2021	2,047.50		211.02	0.00	0.00	40,156.68	964,839.01	1,004,995.69	CV #1
Loan	03/12/2021	4,704.60		422.94	0.00	0.00	40,579.62	969,543.61	1,010,123.23	CV #1
Loan	03/12/2021	188.18		0.00	0.00	0.00	40,579.62	969,731.79	1,010,311.41	CV #1 - Aztec
Loan	04/16/2021	29,449.68		7,439.04	0.00	0.00	48,018.66	999,181.47	1,047,200.13	CV #1 Tryba
Loan	04/19/2021	16,184.24		657.00	0.00	0.00	48,675.66	1,015,365.71	1,064,041.37	CV #1
Loan	04/21/2021	9,450.00		445.09	0.00	0.00	49,120.75	1,024,815.71	1,073,936.46	CV #1
Loan	04/23/2021	3,136.40		449.23	0.00	0.00	49,569.98	1,027,952.11	1,077,522.09	CV #1
Loan	06/21/2021	23,049.87		13,292.97	0.00	0.00	62,862.95	1,051,001.98	1,113,864.93	CV #1
Loan	06/28/2021	3,136.40		1,612.50	0.00	0.00	64,475.45	1,054,138.38	1,118,613.83	CV #1
Loan	06/29/2021	4,879.98		231.04	0.00	0.00	64,706.49	1,059,018.36	1,123,724.85	CV #1 Tryba
Loan	08/06/2021	11,444.21		8,820.32	0.00	0.00	73,526.81	1,070,462.57	1,143,989.38	CV #1

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	Date	Loan	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due			Memo
							Interest	Principal	Total	
Loan	08/09/2021	1,995.00		703.87	0.00	0.00	74,230.68	1,072,457.57	1,146,688.25	CV #1
Loan	08/11/2021	7,768.94		470.12	0.00	0.00	74,700.80	1,080,226.51	1,154,927.31	CV #1 Tryba
Loan	09/13/2021	3,269.12		7,813.15	0.00	0.00	82,513.95	1,083,495.63	1,166,009.58	CV #1
Loan	09/13/2021	5,776.20		0.00	0.00	0.00	82,513.95	1,089,271.83	1,171,785.78	CV #1 Tryba
Loan	10/11/2021	1,131.00		6,684.85	0.00	0.00	89,198.80	1,090,402.83	1,179,601.63	CV #1
Loan	10/13/2021	28,435.00		477.98	0.00	0.00	89,676.78	1,118,837.83	1,208,514.61	CV #1 - Aztec
Loan	10/14/2021	997.50		245.22	0.00	0.00	89,922.00	1,119,835.33	1,209,757.33	CV #1
Loan	10/15/2021	3,280.00		245.44	0.00	0.00	90,167.44	1,123,115.33	1,213,282.77	CV #1 Tryba
Loan	10/15/2021	10,026.91		0.00	0.00	0.00	90,167.44	1,133,142.24	1,223,309.68	CV #1 Tryba
Loan	12/07/2021	64,956.63		13,163.08	0.00	0.00	103,330.52	1,198,098.87	1,301,429.39	CV #1 - Sasaki
Loan	12/08/2021	895.00		262.60	0.00	0.00	103,593.12	1,198,993.87	1,302,586.99	CV #1 Tryba
Loan	12/08/2021	308.94		0.00	0.00	0.00	103,593.12	1,199,302.81	1,302,895.93	CV #1 Tryba
Loan	12/21/2021	17,500.00		3,417.19	0.00	0.00	107,010.31	1,216,802.81	1,323,813.12	CV #1 - Martin
Loan	12/21/2021	711.96		0.00	0.00	0.00	107,010.31	1,217,514.77	1,324,525.08	CV #1 Tryba
Loan	12/21/2021	1,895.95		0.00	0.00	0.00	107,010.31	1,219,410.72	1,326,421.03	CV #1
Loan	12/21/2021	5,637.50		0.00	0.00	0.00	107,010.31	1,225,048.22	1,332,058.53	CV #1 Tryba
Loan	12/21/2021	2,578.53		0.00	0.00	0.00	107,010.31	1,227,626.75	1,334,637.06	CV #1 Tryba
2021 Totals		469,083.47	0.00	81,051.15	0.00	0.00				
Loan	02/03/2022	210.00		11,839.03	0.00	0.00	118,849.34	1,227,836.75	1,346,686.09	CV #1
Loan	02/08/2022	8,500.00		1,345.57	0.00	0.00	120,194.91	1,236,336.75	1,356,531.66	CV #1 - Martin
Loan	02/08/2022	591.94		0.00	0.00	0.00	120,194.91	1,236,928.69	1,357,123.60	CV #1
Loan	02/08/2022	182,270.75		0.00	0.00	0.00	120,194.91	1,419,199.44	1,539,394.35	CV #1 - Sasaki
Loan	02/10/2022	28.23		622.11	0.00	0.00	120,817.02	1,419,227.67	1,540,044.69	CV #1 Tryba
Loan	02/10/2022	2,067.50		0.00	0.00	0.00	120,817.02	1,421,295.17	1,542,112.19	CV #1 Tryba
Loan	02/11/2022	2,070.02		311.52	0.00	0.00	121,128.54	1,423,365.19	1,544,493.73	CV #1
Loan	02/14/2022	161.44		935.91	0.00	0.00	122,064.45	1,423,526.63	1,545,591.08	CV #1
Loan	02/15/2022	22,750.00		312.01	0.00	0.00	122,376.46	1,446,276.63	1,568,653.09	CV #1 - Martin
Loan	02/23/2022	687.50		2,535.94	0.00	0.00	124,912.40	1,446,964.13	1,571,876.53	CV #1
Loan	03/22/2022	225.82		8,562.86	0.00	0.00	133,475.26	1,447,189.95	1,580,665.21	CV #1 Tryba
Loan	03/22/2022	322.88		0.00	0.00	0.00	133,475.26	1,447,512.83	1,580,988.09	CV #1

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	Date	Loan	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due			Memo
							Interest	Principal	Total	
Loan	03/22/2022	133,168.47		0.00	0.00	0.00	133,475.26	1,580,681.30	1,714,156.56	CV #1 - Sasaki
Loan	03/22/2022	2,160.00		0.00	0.00	0.00	133,475.26	1,582,841.30	1,716,316.56	CV #1 Tryba
Loan	03/24/2022	27,750.00		693.85	0.00	0.00	134,169.11	1,610,591.30	1,744,760.41	CV #1 - Martin
Loan	05/09/2022	799.73		16,238.29	0.00	0.00	150,407.40	1,611,391.03	1,761,798.43	CV #1
Loan	05/10/2022	550.94		353.18	0.00	0.00	150,760.58	1,611,941.97	1,762,702.55	CV #1
Loan	05/10/2022	84,795.00		0.00	0.00	0.00	150,760.58	1,696,736.97	1,847,497.55	CV #1 - Sasaki
Loan	05/10/2022	49,325.00		0.00	0.00	0.00	150,760.58	1,746,061.97	1,896,822.55	CV #1 - Martin
Loan	05/16/2022	646.88		2,296.19	0.00	0.00	153,056.77	1,746,708.85	1,899,765.62	CV #1
Loan	05/17/2022	41,625.00		382.84	0.00	0.00	153,439.61	1,788,333.85	1,941,773.46	CV #1 - Martin
Loan	05/17/2022	90,206.63		0.00	0.00	0.00	153,439.61	1,878,540.48	2,031,980.09	CV #1 - Sasaki
Loan	05/18/2022	56.46		411.73	0.00	0.00	153,851.34	1,878,596.94	2,032,448.28	CV #1 Tryba
Loan	05/18/2022	2,475.00		0.00	0.00	0.00	153,851.34	1,881,071.94	2,034,923.28	CV #1 Tryba
Loan	06/03/2022	4,155.73		6,596.64	0.00	0.00	160,447.98	1,885,227.67	2,045,675.65	CV #1
Loan	06/07/2022	594.00		1,652.80	0.00	0.00	162,100.78	1,885,821.67	2,047,922.45	CV #1
Loan	06/13/2022	30,916.30		2,479.98	0.00	0.00	164,580.76	1,916,737.97	2,081,318.73	CV#1 - Kumar
Loan	06/14/2022	42.34		420.11	0.00	0.00	165,000.87	1,916,780.31	2,081,781.18	CV #1 Tryba
Loan	06/14/2022	3,879.74		0.00	0.00	0.00	165,000.87	1,920,660.05	2,085,660.92	CV #1
Loan	06/14/2022	122,296.01		0.00	0.00	0.00	165,000.87	2,042,956.06	2,207,956.93	CV #1 - Sasaki
Loan	06/14/2022	450.00		0.00	0.00	0.00	165,000.87	2,043,406.06	2,208,406.93	CV #1 Tryba
Loan	06/14/2022	41,625.00		0.00	0.00	0.00	165,000.87	2,085,031.06	2,250,031.93	CV #1 - Martin
Loan	06/17/2022	198.00		1,370.98	0.00	0.00	166,371.85	2,085,229.06	2,251,600.91	CV #1
Loan	07/18/2022	5,899.70		14,168.13	0.00	0.00	180,539.98	2,091,128.76	2,271,668.74	CV#1 - Kumar
Loan	07/19/2022	5,802.34		458.33	0.00	0.00	180,998.31	2,096,931.10	2,277,929.41	CV #1
Loan	07/20/2022	3,960.00		459.60	0.00	0.00	181,457.91	2,100,891.10	2,282,349.01	CV #1
Loan	07/20/2022	89,778.92		0.00	0.00	0.00	181,457.91	2,190,670.02	2,372,127.93	CV #1 - Sasaki
Loan	08/16/2022	217.50		12,963.97	0.00	0.00	194,421.88	2,190,887.52	2,385,309.40	CV #1
Loan	08/26/2022	297.00		4,801.95	0.00	0.00	199,223.83	2,191,184.52	2,390,408.35	CV #1
Loan	08/29/2022	810.00		1,440.78	0.00	0.00	200,664.61	2,191,994.52	2,392,659.13	CV #1
Loan	08/29/2022	36,075.00		0.00	0.00	0.00	200,664.61	2,228,069.52	2,428,734.13	CV #1 - Martin
Loan	08/29/2022	4,451.00		0.00	0.00	0.00	200,664.61	2,232,520.52	2,433,185.13	CV#1 - Kumar

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	Date	Loan	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due			Memo
							Interest	Principal	Total	
Loan	08/29/2022	98,612.73		0.00	0.00	0.00	200,664.61	2,331,133.25	2,531,797.86	CV #1 - Sasaki
Loan	08/30/2022	279.31		510.93	0.00	0.00	201,175.54	2,331,412.56	2,532,588.10	CV #1
Loan	09/06/2022	10,200.00		3,576.96	0.00	0.00	204,752.50	2,341,612.56	2,546,365.06	CV #1
Loan	09/22/2022	1,395.00		8,211.68	0.00	0.00	212,964.18	2,343,007.56	2,555,971.74	CV #1 Tryba
Loan	09/27/2022	1,200.00		2,567.68	0.00	0.00	215,531.86	2,344,207.56	2,559,739.42	CV #1
Loan	10/04/2022	544.50		3,596.59	0.00	0.00	219,128.45	2,344,752.06	2,563,880.51	CV #1
Loan	10/05/2022	4,199.23		513.92	0.00	0.00	219,642.37	2,348,951.29	2,568,593.66	CV #1
Loan	10/07/2022	1,555.50		1,029.68	0.00	0.00	220,672.05	2,350,506.79	2,571,178.84	CV #1 - Aztec
Loan	10/11/2022	1,020.00		2,060.72	0.00	0.00	222,732.77	2,351,526.79	2,574,259.56	CV #1
Loan	10/13/2022	41,103.38		1,030.81	0.00	0.00	223,763.58	2,392,630.17	2,616,393.75	CV #1 - Sasaki
Loan	10/17/2022	12,025.00		2,097.65	0.00	0.00	225,861.23	2,404,655.17	2,630,516.40	CV #1 - Martin
Loan	10/21/2022	3,040.31		2,108.19	0.00	0.00	227,969.42	2,407,695.48	2,635,664.90	CV #1CV #1
Loan	10/25/2022	1,084.37		2,110.86	0.00	0.00	230,080.28	2,408,779.85	2,638,860.13	CV #1
Loan	10/25/2022	144,980.52		0.00	0.00	0.00	230,080.28	2,553,760.37	2,783,840.65	CV #1 - Sasaki
Loan	12/08/2022	1,620.01		24,628.05	0.00	0.00	254,708.33	2,555,380.38	2,810,088.71	CV #1
Loan	12/10/2022	304.27		1,120.17	0.00	0.00	255,828.50	2,555,684.65	2,811,513.15	CV #1 Tryba
Loan	12/12/2022	3,825.00		1,120.30	0.00	0.00	256,948.80	2,559,509.65	2,816,458.45	CV #1
Loan	12/12/2022	97,154.91		0.00	0.00	0.00	256,948.80	2,656,664.56	2,913,613.36	CV #1 - Sasaki
Loan	12/29/2022	270.00		9,898.80	0.00	0.00	266,847.60	2,656,934.56	2,923,782.16	CV #1 Tryba
Loan	12/29/2022	235.23		0.00	0.00	0.00	266,847.60	2,657,169.79	2,924,017.39	CV #1 Tryba
Loan	12/30/2022	12,025.00		582.39	0.00	0.00	267,429.99	2,669,194.79	2,936,624.78	CV #1 - Martin
2022 Totals		1,441,568.04	0.00	160,419.68	0.00	0.00				
Loan	01/11/2023	1,696.50		7,020.35	0.00	0.00	274,450.34	2,670,891.29	2,945,341.63	CV #1
Loan	01/17/2023	995.81		3,512.40	0.00	0.00	277,962.74	2,671,887.10	2,949,849.84	CV #1
Loan	01/26/2023	806.60		5,270.57	0.00	0.00	283,233.31	2,672,693.70	2,955,927.01	CV #1
Loan	01/30/2023	1,275.00		2,343.18	0.00	0.00	285,576.49	2,673,968.70	2,959,545.19	CV #1
Loan	02/21/2023	1,275.00		12,893.66	0.00	0.00	298,470.15	2,675,243.70	2,973,713.85	CV #1
Loan	02/25/2023	478.50		2,345.42	0.00	0.00	300,815.57	2,675,722.20	2,976,537.77	CV #1
Loan	02/27/2023	9,750.00		1,172.92	0.00	0.00	301,988.49	2,685,472.20	2,987,460.69	CV #1 - Martin
Loan	03/24/2023	1,568.20		14,714.92	0.00	0.00	316,703.41	2,687,040.40	3,003,743.81	CV #1

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	Date	Loan	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due			Memo
							Interest	Principal	Total	
Loan	03/27/2023	436.00		1,766.82	0.00	0.00	318,470.23	2,687,476.40	3,005,946.63	CV #1
Loan	05/08/2023	1,275.00		24,739.51	0.00	0.00	343,209.74	2,688,751.40	3,031,961.14	CV #1
Loan	05/09/2023	6,797.00		589.32	0.00	0.00	343,799.06	2,695,548.40	3,039,347.46	CV #1
Loan	05/10/2023	98,689.86		590.81	0.00	0.00	344,389.87	2,794,238.26	3,138,628.13	CV #1 - Sasaki
Loan	05/10/2023	2,237.58		0.00	0.00	0.00	344,389.87	2,796,475.84	3,140,865.71	CV #1
Loan	05/11/2023	2,465.00		612.93	0.00	0.00	345,002.80	2,798,940.84	3,143,943.64	CV #1
Loan	05/22/2023	4,618.00		6,748.13	0.00	0.00	351,750.93	2,803,558.84	3,155,309.77	CV#1 - Kumar
Loan	05/24/2023	3,566.86		1,228.96	0.00	0.00	352,979.89	2,807,125.70	3,160,105.59	CV #1
Loan	06/09/2023	577.50		9,844.17	0.00	0.00	362,824.06	2,807,703.20	3,170,527.26	CV #1
Loan	07/05/2023	3,600.00		16,000.06	0.00	0.00	378,824.12	2,811,303.20	3,190,127.32	CV #1 - Martin
Loan	07/05/2023	1,884.64		0.00	0.00	0.00	378,824.12	2,813,187.84	3,192,011.96	CV #1
Loan	07/06/2023	389.20		616.59	0.00	0.00	379,440.71	2,813,577.04	3,193,017.75	CV #1
Loan	07/07/2023	49,182.00		616.67	0.00	0.00	380,057.38	2,862,759.04	3,242,816.42	CV #1
Loan	07/11/2023	80,919.10		2,509.82	0.00	0.00	382,567.20	2,943,678.14	3,326,245.34	CV #1 - Sasaki
Loan	07/11/2023	2,611.84		0.00	0.00	0.00	382,567.20	2,946,289.98	3,328,857.18	CV #1
Loan	07/31/2023	1,527.03		12,915.24	0.00	0.00	395,482.44	2,947,817.01	3,343,299.45	CV #1
Loan	07/31/2023	3,285.00		0.00	0.00	0.00	395,482.44	2,951,102.01	3,346,584.45	CV#1 - Kumar
Loan	08/02/2023	630.00		1,293.63	0.00	0.00	396,776.07	2,951,732.01	3,348,508.08	CV #1 Tryba
Loan	08/16/2023	89,189.51		9,057.37	0.00	0.00	405,833.44	3,040,921.52	3,446,754.96	CV #1 - Sasaki
Loan	08/16/2023	31,196.00		0.00	0.00	0.00	405,833.44	3,072,117.52	3,477,950.96	CV #1 - Sasaki
Loan	09/12/2023	8,981.20		18,180.20	0.00	0.00	424,013.64	3,081,098.72	3,505,112.36	CV #1
Loan	09/13/2023	7,516.60		675.31	0.00	0.00	424,688.95	3,088,615.32	3,513,304.27	CV #1
Loan	09/13/2023	645.00		0.00	0.00	0.00	424,688.95	3,089,260.32	3,513,949.27	CV#1 - Kumar
Loan	09/29/2023	577.50		10,833.57	0.00	0.00	435,522.52	3,089,837.82	3,525,360.34	CV #1
Loan	09/30/2023	2,389.69		677.22	0.00	0.00	436,199.74	3,092,227.51	3,528,427.25	CV #1
Loan	10/05/2023	57,439.40		3,388.74	0.00	0.00	439,588.48	3,149,666.91	3,589,255.39	CV #1 - Sasaki
Loan	10/10/2023	101,145.23		3,451.69	0.00	0.00	443,040.17	3,250,812.14	3,693,852.31	CV #1
Loan	11/09/2023	7,035.00		21,375.20	0.00	0.00	464,415.37	3,257,847.14	3,722,262.51	CV #2
Loan	11/13/2023	8,075.00		2,856.19	0.00	0.00	467,271.56	3,265,922.14	3,733,193.70	CV #2
Loan	11/14/2023	254,277.21		715.82	0.00	0.00	467,987.38	3,520,199.35	3,988,186.73	CV #1

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	Date	Loan	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due			Memo
							Interest	Principal	Total	
Loan	11/14/2023	3,724.67		0.00	0.00	0.00	467,987.38	3,523,924.02	3,991,911.40	CV #2
Loan	11/14/2023	9,000.00		0.00	0.00	0.00	467,987.38	3,532,924.02	4,000,911.40	CV #2-M&M
Loan	11/15/2023	2,446.80		774.34	0.00	0.00	468,761.72	3,535,370.82	4,004,132.54	CV #2
Loan	11/17/2023	5,676.48		1,549.75	0.00	0.00	470,311.47	3,541,047.30	4,011,358.77	CV #2
Loan	11/20/2023	277,922.74		2,328.36	0.00	0.00	472,639.83	3,818,970.04	4,291,609.87	CV #2-Swinerton
Loan	11/21/2023	50.00		837.03	0.00	0.00	473,476.86	3,819,020.04	4,292,496.90	CV #2 - Denver
Loan	11/30/2023	50.00		7,533.41	0.00	0.00	481,010.27	3,819,070.04	4,300,080.31	CV #2 - Denver
Loan	12/04/2023	0.20		3,348.23	0.00	0.00	484,358.50	3,819,070.24	4,303,428.74	Adjustment
Loan	12/04/2023	4,598.97		0.00	0.00	0.00	484,358.50	3,823,669.21	4,308,027.71	CV #2
Loan	12/04/2023	432,041.01		0.00	0.00	0.00	484,358.50	4,255,710.22	4,740,068.72	CV #1
Loan	12/11/2023	8,570.00		6,529.31	0.00	0.00	490,887.81	4,264,280.22	4,755,168.03	CV #2
Loan	12/13/2023	3,265.65		1,869.27	0.00	0.00	492,757.08	4,267,545.87	4,760,302.95	CV #2
Loan	12/13/2023	217,619.11		0.00	0.00	0.00	492,757.08	4,485,164.98	4,977,922.06	CV #2-Swinerton
Loan	12/13/2023	127,010.28		0.00	0.00	0.00	492,757.08	4,612,175.26	5,104,932.34	CV #2 - Denver
Loan	12/18/2023	23,993.83		5,054.44	0.00	0.00	497,811.52	4,636,169.09	5,133,980.61	CV #2-Sasaki
Loan	12/19/2023	46,217.38		1,016.15	0.00	0.00	498,827.67	4,682,386.47	5,181,214.14	CV #2-Baseline
1	12/31/2023		0.00	12,315.32	0.00	0.00	511,142.99	4,682,386.47	5,193,529.46	
2023 Totals		2,013,191.68	0.00	243,713.00	0.00	0.00				
Loan	01/02/2024	735.00		2,052.55	0.00	0.00	513,195.54	4,683,121.47	5,196,317.01	CV #2
Loan	01/04/2024	1,874.73		2,052.88	0.00	0.00	515,248.42	4,684,996.20	5,200,244.62	CV #2
Loan	01/09/2024	1,422,558.17		5,134.24	0.00	0.00	520,382.66	6,107,554.37	6,627,937.03	CV #2-Swinerton
Loan	01/09/2024	2,550.00		0.00	0.00	0.00	520,382.66	6,110,104.37	6,630,487.03	CV #2-M&M
Loan	01/23/2024	33,639.21		18,748.81	0.00	0.00	539,131.47	6,143,743.58	6,682,875.05	CV #2-Baseline
Loan	01/25/2024	9,000.00		2,693.15	0.00	0.00	541,824.62	6,152,743.58	6,694,568.20	CV #2 - Denver
Loan	01/31/2024	20,769.07		8,091.28	0.00	0.00	549,915.90	6,173,512.65	6,723,428.55	CV #2-Sasaki
Loan	02/05/2024	2,965.00		6,765.49	0.00	0.00	556,681.39	6,176,477.65	6,733,159.04	CV #2-kumar
Loan	02/07/2024	655,550.99		2,707.50	0.00	0.00	559,388.89	6,832,028.64	7,391,417.53	CV #2-Swinerton
Loan	02/07/2024	2,721.38		0.00	0.00	0.00	559,388.89	6,834,750.02	7,394,138.91	CV #2
Loan	02/08/2024	1,250.00		1,498.03	0.00	0.00	560,886.92	6,836,000.02	7,396,886.94	CV #2-M&M
Loan	02/12/2024	29,990.60		5,993.21	0.00	0.00	566,880.13	6,865,990.62	7,432,870.75	CV #2-Baseline

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	Date	Loan	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due			Memo
							Interest	Principal	Total	
Loan	02/12/2024	166.80		0.00	0.00	0.00	566,880.13	6,866,157.42	7,433,037.55	CV #2
Loan	02/29/2024	157.50		25,583.49	0.00	0.00	592,463.62	6,866,314.92	7,458,778.54	CV #2
Loan	03/04/2024	571,168.23		6,019.78	0.00	0.00	598,483.40	7,437,483.15	8,035,966.55	CV #2-Swinerton
Loan	03/04/2024	21,037.50		0.00	0.00	0.00	598,483.40	7,458,520.65	8,057,004.05	CV #2-M&M
Loan	03/04/2024	23,989.28		0.00	0.00	0.00	598,483.40	7,482,509.93	8,080,993.33	CV #2-Sasaki
Loan	03/04/2024	4,551.25		0.00	0.00	0.00	598,483.40	7,487,061.18	8,085,544.58	CV #2-kumar
Loan	03/05/2024	2,058.79		1,641.00	0.00	0.00	600,124.40	7,489,119.97	8,089,244.37	CV #2
Loan	03/12/2024	36,957.92		11,490.16	0.00	0.00	611,614.56	7,526,077.89	8,137,692.45	CV #2-Baseline
Loan	03/12/2024	23,539.50		0.00	0.00	0.00	611,614.56	7,549,617.39	8,161,231.95	CV #2
Loan	03/13/2024	203,780.73		1,654.71	0.00	0.00	613,269.27	7,753,398.12	8,366,667.39	CV #3
2	03/26/2024		577,402.35	22,091.87	577,402.35	0.00	57,958.79	7,753,398.12	7,811,356.91	Req #1 - Int
3	03/26/2024		3,937,130.56	0.00	0.00	3,937,130.56	57,958.79	3,816,267.56	3,874,226.35	Req #1 - Principal
Loan	04/01/2024	425.00		5,018.65	0.00	0.00	62,977.44	3,816,692.56	3,879,670.00	CV #3
Loan	04/10/2024	815.46		7,528.82	0.00	0.00	70,506.26	3,817,508.02	3,888,014.28	CV #3
Loan	04/11/2024	10,325.00		836.71	0.00	0.00	71,342.97	3,827,833.02	3,899,175.99	CV #3
Loan	04/15/2024	285.60		3,355.91	0.00	0.00	74,698.88	3,828,118.62	3,902,817.50	CV #3
Loan	04/16/2024	11,562.25		839.04	0.00	0.00	75,537.92	3,839,680.87	3,915,218.79	CV #3 - Kumar
Loan	04/16/2024	1,284,857.92		0.00	0.00	0.00	75,537.92	5,124,538.79	5,200,076.71	CV #3 - Swinerton
Loan	04/16/2024	7,470.45		0.00	0.00	0.00	75,537.92	5,132,009.24	5,207,547.16	CV #3
Loan	04/23/2024	28,633.75		7,873.77	0.00	0.00	83,411.69	5,160,642.99	5,244,054.68	CV #3 - Baseline
Loan	04/26/2024	1,760.00		3,393.30	0.00	0.00	86,804.99	5,162,402.99	5,249,207.98	CV #3
Loan	04/30/2024	15,000.00		4,525.94	0.00	0.00	91,330.93	5,177,402.99	5,268,733.92	CV #3
4	04/30/2024		85,090.38	0.00	85,090.38	0.00	6,240.55	5,177,402.99	5,183,643.54	Req #2 - Int
5	04/30/2024		3,612,486.83	0.00	0.00	3,612,486.83	6,240.55	1,564,916.16	1,571,156.71	
Loan	05/01/2024	3,729.25		343.00	0.00	0.00	6,583.55	1,568,645.41	1,575,228.96	CV #3 - Kumar
Loan	05/01/2024	3,306.87		0.00	0.00	0.00	6,583.55	1,571,952.28	1,578,535.83	CV #3
Loan	05/02/2024	455,813.68		344.54	0.00	0.00	6,928.09	2,027,765.96	2,034,694.05	CV #3 - Swinerton
Loan	05/02/2024	1,282,005.87		0.00	0.00	0.00	6,928.09	3,309,771.83	3,316,699.92	CV #3 - Swinerton
Loan	05/02/2024	4,375.00		0.00	0.00	0.00	6,928.09	3,314,146.83	3,321,074.92	CV #3 - M&M
Loan	05/02/2024	567.99		0.00	0.00	0.00	6,928.09	3,314,714.82	3,321,642.91	CV #3

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	Date	Loan	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due			Memo
							Interest	Principal	Total	
Loan	05/02/2024	6,426.75		0.00	0.00	0.00	6,928.09	3,321,141.57	3,328,069.66	CV #3
Loan	05/06/2024	1,145.10		2,911.69	0.00	0.00	9,839.78	3,322,286.67	3,332,126.45	CV #3 - M&M
Loan	05/08/2024	18,653.40		1,456.34	0.00	0.00	11,296.12	3,340,940.07	3,352,236.19	CV #3 - Baseline
6	06/24/2024		0.00	34,416.26	0.00	0.00	45,712.38	3,340,940.07	3,386,652.45	
2024 Totals		6,208,170.99	8,212,110.12	197,062.12	662,492.73	7,549,617.39				
Grand Totals		10,890,557.46	8,212,110.12	708,205.11	662,492.73	7,549,617.39				

An open balance of 3,386,652.45 remains on 6/24/2024.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
Undefined	\$662,492.73	\$10,890,557.46	\$8,212,110.12

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DENARGO MARKET METROPOLITAN DISTRICT NO. 1

ENGINEER'S REPORT AND VERIFICATION OF COSTS ASSOCIATED WITH PUBLIC IMPROVEMENTS

PREPARED BY:

SCHEDIO GROUP LLC
809 14TH STREET, SUITE A
GOLDEN, COLORADO 80401

LICENSED PROFESSIONAL ENGINEER:

TIMOTHY A. MCCARTHY
STATE OF COLORADO
LICENSE NO.: 44349

DATE PREPARED: September 13, 2024

CLIENT NO.: 220102

PROJECT: Denargo Market Horizontal Infrastructure

Engineer's Report and Verification of Costs No. 4

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ENGINEER'S REPORT

INTRODUCTION

Per the request of Denargo Market Metropolitan District No. 1 (“District”), Schedio Group LLC (“Schedio Group”) provided a *Proposal for Independent Professional Engineer’s Review of Costs Incurred and Verification of Costs Associated with the Design and Construction of Public Improvements*, included as *Exhibit A – Scope of Services to Service Agreement for Cost Verification Services* (“Agreement”) by and between the District and Schedio Group and executed May 31, 2022. This *Engineer’s Report and Verification of Costs Associated with Public Improvements* (“Report”) is the 4th deliverable associated with the Agreement, more specifically *Task 1 – Independent Professional Engineer’s Review of Costs Incurred and Verification of Costs Associated with the Design and Construction of Public Improvements*.

Schedio Group has reviewed the *Service Plan for Denargo Market Metropolitan District No. 1* (“Service Plan”) and the *First Amendment to the Service Plan for Denargo Market Metropolitan District No. 1* (“Service Plan Amendment”), prepared by McGeedy Sisneros, P.C. and approved January 20, 2023. Per the Service Plan Amendment, the development is expected to contain approximately 28 acres anticipated to be utilized for residential and limited commercial and retail purposes. The population of the Districts is estimated to be 12,150 persons at build-out. Per *Exhibit I – Improvements and Costs to the Service Plan*, the total costs of the Public Improvements are estimated to be approximately \$67,858,906 in 2023 dollars.

Schedio Group reviewed the *2022 – 2025 Facilities Funding and Acquisition Agreement* (“Agreement”), by and between Denargo Market Metropolitan District No. 1 and JV Denargo LLC (“JV”), dated October 11, 2022. In addition, Schedio Group reviewed the *Termination of 2022 – 2025 Facilities Funding and Acquisition Agreement* (“Termination Agreement”), by and between Denargo Market Metropolitan District No. 1 and JV Denargo, dated January 29, 2024.

Per the Termination Agreement:

1. Termination. The District and JV agree that the Agreement is terminated and of no further force or effect as of the date of this Termination Agreement, that JV has no further obligation to reimburse JV under the Agreement, provided, however, and Existing Costs shall now be paid to New Owner pursuant to a new agreement entered into between New Owner and the District.

3. Waiver and Release. JV hereby waives any and all rights to reimbursement under the Agreement. The District and JV hereby release each other from any and all liabilities, obligations or duties that may have arise or have been contemplated by the Agreement.

Schedio Group has also reviewed the *2022 – 2025 Facilities Funding and Acquisition Agreement* (“FFAA”), by and between Denargo Market Metropolitan District No. 1 and JV Lodo Denargo LLC (“Developer”), dated January 29, 2024.

Per the FFAA:

- 3.1. Improvements Acquired by District. In lieu of or in addition to the District designing and constructing Improvements, the Developer may determine to construct all or a portion of the Improvements for subsequent acquisition by the District. The Parties agree that prior to the Developer requesting that the District acquire any Improvements pursuant to this Agreement,

the District shall obtain a certification of an independent engineer that the Construction Related Expenses are reasonable and comparable for similar projects as constructed in the Denver Metropolitan Area, and verification from the District’s accountant that the Construction Related Expenses are reimbursable (“Verified Costs”) based on the copies of the invoices, bills, and requests for payments provided to the District pursuant to Section 3.4 herein. The Developer shall provide the District and/or the independent engineer with the written evidence of the date that payment was made by the Developer for all Verified Costs.

The purpose of this Report is to verify costs and construction progress, as applicable, associated with the design and construction of Public Improvements as authorized by the Service Plan, and provide the certification of an independent engineer regarding Verified Costs as required by the FFAA.

SUMMARY OF FINDINGS

To date, Schedio Group has reviewed a net total of \$26,476,110.27 in soft, indirect, and hard costs associated with the design and construction of improvements. Of the \$26,476,110.27 reviewed, Schedio Group verified \$19,878,877.20 as Public Capital Costs associated with the design and construction of Public Improvements. Therefore, the Total Verified Public Amount eligible for Developer Reimbursement to date is \$19,878,877.20.

Per the *Denargo Market Metropolitan District No. 1 – Engineer’s Report and Verification of Costs Associated with Public Improvements No. 3 (“ERVC 3”)*, prepared by Schedio Group and dated June 17, 2024, Schedio Group had reviewed a total of \$19,159,584.51 in soft, indirect, and hard costs associated with the design and construction of improvements. Of the \$19,159,584.51 reviewed, Schedio Group has verified \$13,746,435.65 as Public Capital Costs associated with the design and construction of Public Improvements. Therefore, the Total Verified Public Amount eligible for Developer Reimbursement to date is \$13,746,435.65.

Per this report, Schedio Group reviewed a net total of \$7,316,525.76 in soft, indirect, and hard costs associated with the design and construction of improvements. Of the \$7,316,525.76 reviewed, Schedio Group has verified \$6,132,441.55 as Public Capital Costs associated with the design and construction of Public Improvements. Therefore, the Total Verified Public Amount eligible for Developer Reimbursement is \$6,132,441.55. See *Figure 1 – Summary of Verified Soft, Indirect, and Hard Costs Segregated by Service Plan Category* below.

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	TOT AMT VER VER NO 1 - 4	TOT PREV AMT VER VER NOS 1 - 3	TOT CUR AMT VER VER NO 4
SOFT AND INDIRECT			
CAPITAL			
Streets	\$ 2,465,435.78	\$ 2,289,021.48	\$ 176,414.30
Water	\$ 914,086.36	\$ 814,219.35	\$ 99,867.01
Sanitary Sewer	\$ 904,340.31	\$ 803,623.30	\$ 100,717.01
Parks and Recreation	\$ 2,530,117.22	\$ 2,376,048.42	\$ 154,068.80
TOTAL SOFT AND INDIRECT COSTS -->	\$ 6,813,979.66	\$ 6,282,912.54	\$ 531,067.12
HARD			
CAPITAL			
Streets	\$ 2,987,514.77	\$ 1,761,013.77	\$ 1,226,501.00
Water	\$ 2,975,399.55	\$ 1,748,898.55	\$ 1,226,501.00
Sanitary Sewer	\$ 2,975,399.55	\$ 1,748,898.55	\$ 1,226,501.00
Parks and Recreation	\$ 4,126,583.65	\$ 2,204,712.23	\$ 1,921,871.43
TOTAL HARD COSTS -->	\$ 13,064,897.53	\$ 7,463,523.11	\$ 5,601,374.42
SOFT AND INDIRECT + HARD			
CAPITAL			
Streets	\$ 5,452,950.56	\$ 4,050,035.25	\$ 1,402,915.30
Water	\$ 3,889,485.91	\$ 2,563,117.90	\$ 1,326,368.01
Sanitary Sewer	\$ 3,879,739.86	\$ 2,552,521.85	\$ 1,327,218.01
Parks and Recreation	\$ 6,656,700.87	\$ 4,580,760.64	\$ 2,075,940.23
VER TOT CUR SOFT AND INDIRECT + HARD AMT -->	\$ 19,878,877.20	\$ 13,746,435.65	\$ 6,132,441.55

Figure 1 – Summary of Verified Soft, Indirect, and Hard Costs Segregated by Service Plan Category

DETERMINATION OF PUBLIC PRORATION PERCENTAGE

Figure 2 – Determination of Public Proration Percentage below summarizes the public and private areas within the District. The ratio of Total Public Area to Total Area yields a Public Proration Percentage that can be applied to select costs with both public and private components. Areas were taken directly from or derived from the Denargo Market Subdivision Filing No. 3 Final Plat. The Public Proration Percentage was calculated and applied as deemed appropriate by Schedio Group. See Exhibit A – Summary of Costs Reviewed for application of the Public Proration Percentage.

PLAT	TOT AREA (SF)	TOT LOT AREA (SF)	TOT TRACT AREA (SF)	TOT ROW AREA (SF)	TOT PRI AREA (SF)	TOT PUB AREA (SF)	PPP
Denargo Market Subdivision Filing No. 3	487,425	334,549	152,876	0	334,549	152,876	31.36%
TOT FILING AREA -->	487,425	334,549	152,876	0	334,549	152,876	31.36%

Figure 2 – Determination of Public Proration Percentage

VERIFICATION OF COSTS

Schedio Group reviewed soft, indirect, and hard costs associated with the design and construction of Public Improvements. Schedio Group found costs associated with Public Improvements to be reasonable when compared to similar projects, during similar time frames in similar locales.

VERIFICATION OF PAYMENTS

Schedio Group verified payments totaling \$7,316,525.76, of which \$6,132,441.55 is associated with the design and construction of Public Improvements.

VERIFICATION OF CONSTRUCTION

Schedio Group performed a site visit on August 29, 2024. Swinerton Builders Pay Application Nos. 8-10 for Denargo Site Earthwork and Utilities, and Swinerton Builders Pay Application Nos. 2-4 for Parks and Recreation reasonably represents the work completed to date on site. The constructed Public Improvements appear to be in general conformance with the approved construction drawings. See *Exhibit B – Summary of Documents Reviewed*. Photos and construction progress maps are available from Schedio Group upon request.

SPECIAL CIRCUMSTANCES AND NOTABLE METHODOLOGIES

None.

ENGINEER'S VERIFICATION

Timothy A. McCarthy, P.E. / Schedio Group LLC ("Independent Consulting Engineer") states as follows:

The Independent Consulting Engineer is an engineer duly qualified and licensed in the State of Colorado with experience in the design, construction, and verification of Public Improvements of similar type and function as those described in the attached Engineer's Report dated September 13, 2024.

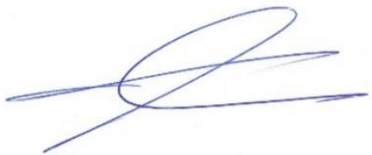
The Independent Consulting Engineer reviewed construction and legal documents provided by others, related to the design and construction of Public Improvements considered in the attached Engineer's Report, to state the conclusions set forth in this Engineer's Verification.

The Independent Consulting Engineer performed a site visit on August 29, 2024. Public Improvements considered in the attached Engineer's Report appear to have been constructed in general accordance with the approved construction drawings.

The Independent Consulting Engineer determined that Public Improvements considered in the attached Engineer's Report, from October 2, 2023 (date of Jpden Consulting Invoice No. 100) to August 1, 2024 (date of JV LoDo Denargo LLC Invoice No. 5), are reasonably valued at \$6,132,441.55.

In the opinion of the Independent Consulting Engineer, the above-stated value for soft, indirect, and hard costs associated with the design and construction of the Public Improvements is reasonable and consistent with costs associated with similar Public Improvements constructed for similar purposes at similar locales during a similar timeframe.

The Independent Consulting Engineer recommends that Denargo Market Metropolitan District No. 1 reimburse JV Lodo Denargo LLC an amount of **\$6,132,441.55**.



September 13, 2024

Timothy A. McCarthy, P.E.

Colorado License No. 44349

EXHIBIT A

SUMMARY OF COSTS REVIEWED

SUMMARY OF COSTS REVIEWED

VER NO	TYPE	VENDOR	DESCRIPTION	INV NO	INV DATE	INV AMT	RET	NET INV AMT	REF NO	PMT DATE	PMT AMT	DATE CLEARED	VER PMT AMT	% PRI	PRI AMT	VER PRI AMT	% PUB	PUB AMT	VER PUB AMT	% CAP	CAP AMT	VER CAP AMT	STREETS	WATER	SANITATION	PARKS & REC		
1	SOFT	Gulub & Company	Pre-Development Fee (Article IV Section 4.1)	ICV48759	03/02/22	40,000.00		40,000.00	907	04/29/22	40,000.00	05/02/22	40,000.00	100.00%	40,000.00	40,000.00	0.00%			100.00%								
1	SOFT	Gulub & Company	Payroll and Payroll Taxes	ICV47969	03/02/22	13,555.45		13,555.45	306	05/20/22	13,555.45	05/20/22	13,555.45	100.00%	13,555.45	13,555.45	0.00%			100.00%								
1	SOFT	Gulub & Company	Payroll and Payroll Taxes	ICV48025	03/18/22	13,555.45		13,555.45	326	05/09/22	13,555.45	05/12/22	13,555.45	100.00%	13,555.45	13,555.45	0.00%			100.00%								
1	SOFT	Gulub & Company	Pre-Development Fee (Article IV Section 4.1)	ICV49747	04/01/22	40,000.00		40,000.00	327	05/09/22	40,000.00	05/12/22	40,000.00	100.00%	40,000.00	40,000.00	0.00%			100.00%								
1	SOFT	Gulub & Company	Payroll and Payroll Taxes	ICV48389	04/06/22	13,555.45		13,555.45	328	05/09/22	13,555.45	05/12/22	13,555.45	100.00%	13,555.45	13,555.45	0.00%			100.00%								
1	SOFT	Gulub & Company	Payroll and Payroll Taxes	ICV48153	04/20/22	13,555.45		13,555.45	343	05/02/22	13,555.45	05/12/22	13,555.45	100.00%	13,555.45	13,555.45	0.00%			100.00%								
1	SOFT	Gulub & Company	Pre-Development Fee (Article IV Section 4.1)	ICV48902	05/01/22	40,000.00		40,000.00	344	06/06/22	40,000.00	06/14/22	40,000.00	100.00%	40,000.00	40,000.00	0.00%			100.00%								
1	SOFT	Gulub & Company	Payroll and Payroll Taxes	ICV48202	05/05/22	13,555.10		13,555.10	345	06/01/22	13,555.10	07/03/22	13,555.10	100.00%	13,555.10	13,555.10	0.00%			100.00%								
1	SOFT	Gulub & Company	Payroll and Payroll Taxes	ICV48239	05/09/22	13,555.10		13,555.10	364	07/12/22	13,555.10	07/19/22	13,555.10	100.00%	13,555.10	13,555.10	0.00%			100.00%								
1	SOFT	Gulub & Company	Pre-Development Fee (Article IV Section 4.1)	ICV49086	06/01/22	40,000.00		40,000.00	365	07/12/22	40,000.00	07/19/22	40,000.00	100.00%	40,000.00	40,000.00	0.00%			100.00%								
1	SOFT	Gulub & Company	Payroll and Payroll Taxes	ICV48113	06/03/22	13,555.10		13,555.10	366	07/12/22	13,555.10	07/19/22	13,555.10	100.00%	13,555.10	13,555.10	0.00%			100.00%								
1	SOFT	Gulub & Company	Payroll and Payroll Taxes	ICV48186	06/12/22	13,555.10		13,555.10	383	08/08/22	13,555.10	08/25/22	13,555.10	100.00%	13,555.10	13,555.10	0.00%			100.00%								
1	SOFT	Gulub & Company	Payroll and Payroll Taxes	ICV48429	07/06/22	13,555.10		13,555.10	383	08/08/22	13,555.10	08/25/22	13,555.10	100.00%	13,555.10	13,555.10	0.00%			100.00%								
1	SOFT	Gulub & Company	Payroll and Payroll Taxes	ICV48503	07/19/22	13,394.26		13,394.26	410	09/01/22	13,394.26	10/04/22	13,394.26	100.00%	13,394.26	13,394.26	0.00%			100.00%								
1	SOFT	Gulub & Company	Payroll and Payroll Taxes	ICV48525	08/03/22	22,657.49		22,657.49	410	09/07/22	22,657.49	10/04/22	22,657.49	100.00%	22,657.49	22,657.49	0.00%			100.00%								
1	SOFT	Gulub & Company	Payroll and Payroll Taxes	ICV48603	08/19/22	22,568.03		22,568.03	434	09/29/22	22,568.03	10/06/22	22,568.03	100.00%	22,568.03	22,568.03	0.00%			100.00%								
1	SOFT	Gulub & Company	Payroll and Payroll Taxes	ICV48646	09/07/22	22,498.89		22,498.89	434	09/29/22	22,498.89	10/06/22	22,498.89	100.00%	22,498.89	22,498.89	0.00%			100.00%								
1	SOFT	Gulub & Company	Payroll and Payroll Taxes	ICV48703	09/20/22	22,498.89		22,498.89	464	11/22/22	22,498.89	11/29/22	22,498.89	100.00%	22,498.89	22,498.89	0.00%			100.00%								
1	SOFT	Gulub & Company	Payroll and Payroll Taxes	ICV48724	10/06/22	22,259.85		22,259.85	464	11/17/22	22,259.85	11/29/22	22,259.85	100.00%	22,259.85	22,259.85	0.00%			100.00%								
1	SOFT	Gulub & Company	Payroll and Payroll Taxes	ICV48802	10/20/22	22,130.76		22,130.76	464	11/17/22	22,130.76	11/29/22	22,130.76	100.00%	22,130.76	22,130.76	0.00%			100.00%								
1	SOFT	Gulub & Company	Payroll and Payroll Taxes	ICV48844	11/03/22	22,130.76		22,130.76	473	12/25/22	22,130.76	12/29/22	22,130.76	100.00%	22,130.76	22,130.76	0.00%			100.00%								
1	SOFT	Gulub & Company	Payroll and Payroll Taxes	ICV48910	11/21/22	22,130.76		22,130.76	487	01/25/23	22,130.76	01/31/23	22,130.76	100.00%	22,130.76	22,130.76	0.00%			100.00%								
1	SOFT	Gulub & Company	Payroll and Payroll Taxes	ICV48940	12/05/22	21,996.59		21,996.59	487	01/19/23	21,996.59	01/31/23	21,996.59	100.00%	21,996.59	21,996.59	0.00%			100.00%								
1	SOFT	Gulub & Company	Payroll and Payroll Taxes	ICV49015	12/19/22	48,725.20		48,725.20	502	02/14/23	48,725.20	02/13/23	48,725.20	100.00%	48,725.20	48,725.20	0.00%			100.00%								
1	SOFT	Gulub & Company	Payroll and Payroll Taxes	ICV49059	01/05/23	22,990.98		22,990.98	502	02/14/23	22,990.98	02/13/23	22,990.98	100.00%	22,990.98	22,990.98	0.00%			100.00%								
1	SOFT	Gulub & Company	Payroll and Payroll Taxes	ICV49137	01/19/23	4,213.96		4,213.96	534	03/14/23	4,213.96	03/14/23	4,213.96	100.00%	4,213.96	4,213.96	0.00%			100.00%								
1	SOFT	Gulub & Company	Payroll and Payroll Taxes	ICV49116	02/01/23	4,201.63		4,201.63	534	03/14/23	4,201.63	03/14/23	4,201.63	100.00%	4,201.63	4,201.63	0.00%			100.00%								
1	SOFT	Gulub & Company	Payroll and Payroll Taxes	ICV49228	02/17/23	4,142.37		4,142.37	534	03/14/23	4,142.37	03/14/23	4,142.37	100.00%	4,142.37	4,142.37	0.00%			100.00%								
1	SOFT	Gulub & Company	Payroll and Payroll Taxes	ICV49288	03/04/23	4,208.45		4,208.45	547	04/24/23	4,208.45	05/09/23	4,208.45	100.00%	4,208.45	4,208.45	0.00%			100.00%								
1	SOFT	Gulub & Company	Payroll and Payroll Taxes	ICV49137	03/17/23	4,118.89		4,118.89	547	04/24/23	4,118.89	05/09/23	4,118.89	100.00%	4,118.89	4,118.89	0.00%			100.00%								
1	SOFT	Gulub & Company	Payroll and Payroll Taxes	ICV49412	04/19/23	10,572.28		10,572.28	567	05/11/23	10,572.28	05/11/23	10,572.28	100.00%	10,572.28	10,572.28	0.00%			100.00%								
1	SOFT	Gulub & Company	Payroll and Payroll Taxes	ICV49450	04/19/23	10,572.28		10,572.28	567	05/11/23	10,572.28	05/11/23	10,572.28	100.00%	10,572.28	10,572.28	0.00%			100.00%								
1	SOFT	Gulub & Company	Payroll and Payroll Taxes	ICV49513	05/03/23	10,569.36		10,569.36	596	06/15/23	10,569.36	07/06/23	10,569.36	100.00%	10,569.36	10,569.36	0.00%			100.00%								
1	SOFT	Gulub & Company	Payroll and Payroll Taxes	ICV49578	05/18/23	10,524.63		10,524.63	596	06/15/23	10,524.63	07/06/23	10,524.63	100.00%	10,524.63	10,524.63	0.00%			100.00%								
1	SOFT	Gulub & Company	Payroll and Payroll Taxes	ICV49632	06/01/23	10,634.98		10,634.98	596	06/15/23	10,634.98	07/06/23	10,634.98	100.00%	10,634.98	10,634.98	0.00%			100.00%								
1	SOFT	Gulub & Company	Payroll and Payroll Taxes	ICV49700	06/21/23	10,569.36		10,569.36	601	07/14/23	10,569.36	07/27/23	10,569.36	100.00%	10,569.36	10,569.36	0.00%			100.00%								
1	SOFT	Gulub & Company	Payroll and Payroll Taxes	ICV49726	07/03/23	10,569.36		10,569.36	601	07/14/23	10,569.36	07/27/23	10,569.36	100.00%	10,569.36	10,569.36	0.00%			100.00%								
1	SOFT	Gulub & Company	Payroll and Payroll Taxes	ICV49817	07/20/23	10,569.36		10,569.36	616	08/10/23	10,569.36	09/07/23	10,569.36	100.00%	10,569.36	10,569.36	0.00%			100.00%								
1	SOFT	Gulub & Company	Payroll and Payroll Taxes	ICV49849	08/01/23	10,569.36		10,569.36	616	08/10/23	10,569.36	09/07/23	10,569.36	100.00%	10,569.36	10,569.36	0.00%			100.00%								
1	SOFT	Gulub & Company	Payroll and Payroll Taxes	ICV49933	08/18/23	10,569.36		10,569.36	633	09/19/23	10,569.36	10/05/23	10,569.36	100.00%	10,569.36	10,569.36	0.00%			100.00%								
1	SOFT	Gulub & Company	Payroll and Payroll Taxes	ICV49965	09/07/23	10,569.36		10,569.36	633	09/19/23	10,569.36	10/05/23	10,569.36	100.00%	10,569.36	10,569.36	0.00%			100.00%								
1	SOFT	JR Labe Denegar, LLC	Project Management Fees	1	??	2,223,470.35		2,223,470.35	NA	NA	2,223,470.35	NA	2,223,470.35	0.00%		2,223,470.35	2,223,470.35	100.00%	2,223,470.35	2,223,470.35	2,223,470.35	820,748.29		291,813.79		291,237.74		815,607.53
1	SOFT	Kaplan Kirsh Rockwell	Legal Services Re Denargo Market Rendered on Behalf of G	191316	07/01/19	42,559.84		42,559.84	1001/19	08/21/19	42,559.84	10/01/19	42,559.84	100.00%	42,559.84	42,559.84	0.00%			100.00%								
1	SOFT	Kaplan Kirsh Rockwell	Legal Services Re Denargo Market Rendered on Behalf of G	29944	08/09/19	3,965.79		3,965.79	9	09/25/19	3,965.79	10/01/19	3,965.79	100.00%	3,965.79	3,965.79	0.00%			100.00%								
1	SOFT	Kaplan Kirsh Rockwell	Legal Services Re Denargo Market Rendered on Behalf of G	10601	10/11/19	987.00		987.00	26	12/16/19	987.00	12/16/19	987.00	100.00%	987.00	987.00	0.00%			100.00%								
1	SOFT	Kaplan Kirsh Rockwell	Legal Services Re Denargo Market Rendered on Behalf of G	10931	11/11/19	1,487.00		1,487.00	26	12/09/19	1,487.00	12/16/19	1,487.00	100.00%	1,487.00	1,487.00	0.00%			100.00%								
1	SOFT	Kaplan Kirsh Rockwell	Legal Services Re Denargo Market Rendered on Behalf of G	10628	12/22/19	1,606.26		1,606.26	23	01/06/20	1,606.26	01/06/20	1,606.26	100.00%	1,606.26	1,606.26	0.00%			100.00%								
1	SOFT	Kaplan Kirsh Rockwell	Legal Services Re Denargo Market Rendered on Behalf of G	17347	01/17/21	1,365.00		1,365.00	128	02/13/21	1,365.00	03/10/21	1,365.00															

SUMMARY OF COSTS REVIEWED

VER NO	TYPE	VENDOR	DESCRIPTION	INV NO	INV DATE	INV AMT	RET	NET INV AMT	REF NO	PMT DATE	PMT AMT	DATE CLEARED	VER PMT AMT	% PRI	PRI AMT	VER PRI AMT	% PUB	PUB AMT	VER PUB AMT	% CAP	CAP AMT	VER CAP AMT	STREETS	WATER	SANITATION	PARKS & REC
1	SOFI	Sasali Associates	18157 000U Denarg Market Landscape Architecture Service	Multiple	05/02/16	\$ 1,506,937.82	\$ -	\$ 1,506,937.82	Multiple	09/25/19	\$ 1,506,937.82	01/01/19	\$ 1,506,937.82	0.00%	\$ -	\$ -	100.00%	\$ -	\$ -	100.00%	\$ 1,506,937.82	\$ 1,506,937.82	734,781.91	-	-	734,781.91
1	SOFI	Seward Harding Public Affairs	General Consulting - Community Relations, Zoning & Permit	Multiple	09/01/19	\$ 5,000.00	\$ -	\$ 5,000.00	Multiple	09/25/19	\$ 5,000.00	10/11/19	\$ 5,000.00	68.64%	\$ 3,431.80	\$ 3,431.80	100.00%	\$ 1,568.20	\$ 1,568.20	100.00%	\$ 1,568.20	\$ 1,568.20	92.05	-	-	92.05
1	SOFI	Seward Harding Public Affairs	General Consulting - Community Relations, Zoning & Permit	3701	10/03/19	\$ 5,000.00	\$ -	\$ 5,000.00	24	11/19/19	\$ 5,000.00	11/27/19	\$ 5,000.00	68.64%	\$ 3,431.80	\$ 3,431.80	100.00%	\$ 1,568.20	\$ 1,568.20	100.00%	\$ 1,568.20	\$ 1,568.20	92.05	-	-	92.05
1	SOFI	Seward Harding Public Affairs	General Consulting - Community Relations, Zoning & Permit	3706	11/01/19	\$ 5,000.00	\$ -	\$ 5,000.00	35	10/20/20	\$ 5,000.00	02/05/20	\$ 5,000.00	68.64%	\$ 3,431.80	\$ 3,431.80	100.00%	\$ 1,568.20	\$ 1,568.20	100.00%	\$ 1,568.20	\$ 1,568.20	92.05	-	-	92.05
1	SOFI	Seward Harding Public Affairs	General Consulting - Community Relations, Zoning & Permit	3815	02/01/20	\$ 5,000.00	\$ -	\$ 5,000.00	3815	02/01/20	\$ 5,000.00	02/01/20	\$ 5,000.00	68.64%	\$ 3,431.80	\$ 3,431.80	100.00%	\$ 1,568.20	\$ 1,568.20	100.00%	\$ 1,568.20	\$ 1,568.20	92.05	-	-	92.05
1	SOFI	Seward Harding Public Affairs	General Consulting - Community Relations, Zoning & Permit	3870	01/01/20	\$ 5,000.00	\$ -	\$ 5,000.00	48	02/10/20	\$ 5,000.00	02/21/20	\$ 5,000.00	68.64%	\$ 3,431.80	\$ 3,431.80	100.00%	\$ 1,568.20	\$ 1,568.20	100.00%	\$ 1,568.20	\$ 1,568.20	92.05	-	-	92.05
1	SOFI	Seward Harding Public Affairs	General Consulting - Community Relations, Zoning & Permit	3926	02/01/20	\$ 5,000.00	\$ -	\$ 5,000.00	81	07/20/20	\$ 5,000.00	06/03/20	\$ 5,000.00	68.64%	\$ 3,431.80	\$ 3,431.80	100.00%	\$ 1,568.20	\$ 1,568.20	100.00%	\$ 1,568.20	\$ 1,568.20	92.05	-	-	92.05
1	SOFI	Seward Harding Public Affairs	General Consulting - Community Relations, Zoning & Permit	4032	04/01/20	\$ 5,000.00	\$ -	\$ 5,000.00	63	04/27/20	\$ 5,000.00	05/18/20	\$ 5,000.00	68.64%	\$ 3,431.80	\$ 3,431.80	100.00%	\$ 1,568.20	\$ 1,568.20	100.00%	\$ 1,568.20	\$ 1,568.20	92.05	-	-	92.05
1	SOFI	Seward Harding Public Affairs	General Consulting - Community Relations, Zoning & Permit	4111	06/01/20	\$ 5,000.00	\$ -	\$ 5,000.00	72	07/02/20	\$ 5,000.00	06/22/20	\$ 5,000.00	68.64%	\$ 3,431.80	\$ 3,431.80	100.00%	\$ 1,568.20	\$ 1,568.20	100.00%	\$ 1,568.20	\$ 1,568.20	92.05	-	-	92.05
1	SOFI	Seward Harding Public Affairs	General Consulting - Community Relations, Zoning & Permit	4177	07/01/20	\$ 5,000.00	\$ -	\$ 5,000.00	89	08/14/20	\$ 5,000.00	08/12/20	\$ 5,000.00	68.64%	\$ 3,431.80	\$ 3,431.80	100.00%	\$ 1,568.20	\$ 1,568.20	100.00%	\$ 1,568.20	\$ 1,568.20	92.05	-	-	92.05
1	SOFI	Seward Harding Public Affairs	General Consulting - Community Relations, Zoning & Permit	4256	07/31/20	\$ 5,000.00	\$ -	\$ 5,000.00	101	09/24/20	\$ 5,000.00	10/13/20	\$ 5,000.00	68.64%	\$ 3,431.80	\$ 3,431.80	100.00%	\$ 1,568.20	\$ 1,568.20	100.00%	\$ 1,568.20	\$ 1,568.20	92.05	-	-	92.05
1	SOFI	Seward Harding Public Affairs	General Consulting - Community Relations, Zoning & Permit	4460	09/01/21	\$ 5,000.00	\$ -	\$ 5,000.00	131	12/02/21	\$ 5,000.00	12/10/21	\$ 5,000.00	68.64%	\$ 3,431.80	\$ 3,431.80	100.00%	\$ 1,568.20	\$ 1,568.20	100.00%	\$ 1,568.20	\$ 1,568.20	92.05	-	-	92.05
1	SOFI	Seward Harding Public Affairs	General Consulting - Community Relations, Zoning & Permit	4319	10/01/20	\$ 5,000.00	\$ -	\$ 5,000.00	118	12/07/20	\$ 5,000.00	12/21/20	\$ 5,000.00	68.64%	\$ 3,431.80	\$ 3,431.80	100.00%	\$ 1,568.20	\$ 1,568.20	100.00%	\$ 1,568.20	\$ 1,568.20	92.05	-	-	92.05
1	SOFI	Seward Harding Public Affairs	General Consulting - Community Relations, Zoning & Permit	4364	11/01/20	\$ 5,000.00	\$ -	\$ 5,000.00	131	02/21/21	\$ 5,000.00	03/12/21	\$ 5,000.00	68.64%	\$ 3,431.80	\$ 3,431.80	100.00%	\$ 1,568.20	\$ 1,568.20	100.00%	\$ 1,568.20	\$ 1,568.20	92.05	-	-	92.05
1	SOFI	Seward Harding Public Affairs	General Consulting - Community Relations, Zoning & Permit	4403	12/01/20	\$ 5,000.00	\$ -	\$ 5,000.00	131	02/21/21	\$ 5,000.00	03/12/21	\$ 5,000.00	68.64%	\$ 3,431.80	\$ 3,431.80	100.00%	\$ 1,568.20	\$ 1,568.20	100.00%	\$ 1,568.20	\$ 1,568.20	92.05	-	-	92.05
1	SOFI	Seward Harding Public Affairs	General Consulting - Community Relations, Zoning & Permit	4453	02/01/21	\$ 5,000.00	\$ -	\$ 5,000.00	144	04/01/21	\$ 5,000.00	04/23/21	\$ 5,000.00	68.64%	\$ 3,431.80	\$ 3,431.80	100.00%	\$ 1,568.20	\$ 1,568.20	100.00%	\$ 1,568.20	\$ 1,568.20	92.05	-	-	92.05
1	SOFI	Seward Harding Public Affairs	General Consulting - Community Relations, Zoning & Permit	4567	03/01/21	\$ 5,000.00	\$ -	\$ 5,000.00	144	04/01/21	\$ 5,000.00	04/23/21	\$ 5,000.00	68.64%	\$ 3,431.80	\$ 3,431.80	100.00%	\$ 1,568.20	\$ 1,568.20	100.00%	\$ 1,568.20	\$ 1,568.20	92.05	-	-	92.05
1	SOFI	Seward Harding Public Affairs	General Consulting - Community Relations, Zoning & Permit	4623	04/01/21	\$ 5,000.00	\$ -	\$ 5,000.00	163	06/10/21	\$ 5,000.00	06/29/21	\$ 5,000.00	68.64%	\$ 3,431.80	\$ 3,431.80	100.00%	\$ 1,568.20	\$ 1,568.20	100.00%	\$ 1,568.20	\$ 1,568.20	92.05	-	-	92.05
1	SOFI	Seward Harding Public Affairs	General Consulting - Community Relations, Zoning & Permit	4671	05/01/21	\$ 5,000.00	\$ -	\$ 5,000.00	263	06/29/21	\$ 5,000.00	06/29/21	\$ 5,000.00	68.64%	\$ 3,431.80	\$ 3,431.80	100.00%	\$ 1,568.20	\$ 1,568.20	100.00%	\$ 1,568.20	\$ 1,568.20	92.05	-	-	92.05
1	SOFI	Seward Harding Public Affairs	Council Meetings Re Denargo Metro District	5822	02/25/23	\$ 5,000.00	\$ -	\$ 5,000.00	338	03/21/23	\$ 5,000.00	03/24/23	\$ 5,000.00	68.64%	\$ 3,431.80	\$ 3,431.80	100.00%	\$ 1,568.20	\$ 1,568.20	100.00%	\$ 1,568.20	\$ 1,568.20	92.05	-	-	92.05
1	SOFI	SideCar Public Relations	Public Relations	3	01/31/22	\$ 687.50	\$ -	\$ 687.50	296	03/10/22	\$ 687.50	02/23/22	\$ 687.50	68.64%	\$ 469.29	\$ 469.29	100.00%	\$ 250.91	\$ 250.91	100.00%	\$ 250.91	\$ 250.91	62.73	-	-	62.73
1	SOFI	SideCar Public Relations	Public Relations Services	4	02/28/22	\$ 412.50	\$ -	\$ 412.50	315	04/25/22	\$ 412.50	05/09/22	\$ 412.50	68.64%	\$ 283.12	\$ 283.12	100.00%	\$ 129.38	\$ 129.38	100.00%	\$ 129.38	\$ 129.38	32.34	-	-	32.34
1	SOFI	SideCar Public Relations	Public Relations Services	5	04/28/22	\$ 2,462.50	\$ -	\$ 2,462.50	335	06/06/22	\$ 2,462.50	05/26/22	\$ 2,462.50	68.64%	\$ 1,687.82	\$ 1,687.82	100.00%	\$ 874.68	\$ 874.68	100.00%	\$ 874.68	\$ 874.68	143.82	-	-	143.82
1	SOFI	SideCar Public Relations	Public Relations Services	7	09/30/22	\$ 2,012.50	\$ -	\$ 2,012.50	394	09/01/22	\$ 2,012.50	08/22/22	\$ 2,012.50	68.64%	\$ 1,381.80	\$ 1,381.80	100.00%	\$ 731.70	\$ 731.70	100.00%	\$ 731.70	\$ 731.70	157.80	-	-	157.80
1	SOFI	SideCar Public Relations	Public Relations Services	8	03/31/23	\$ 800.00	\$ -	\$ 800.00	554	04/24/23	\$ 800.00	05/09/23	\$ 800.00	68.64%	\$ 549.09	\$ 549.09	100.00%	\$ 250.91	\$ 250.91	100.00%	\$ 250.91	\$ 250.91	62.73	-	-	62.73
1	SOFI	SideCar Public Relations	Public Relations Services	9	Denargo 04/30/23	\$ 1,250.00	\$ -	\$ 1,250.00	576	05/16/23	\$ 1,250.00	05/10/23	\$ 1,250.00	68.64%	\$ 857.95	\$ 857.95	100.00%	\$ 392.05	\$ 392.05	100.00%	\$ 392.05	\$ 392.05	98.01	-	-	98.01
1	SOFI	SideCar Public Relations	Public Relations Services	10	Denargo 05/23/23	\$ 1,240.75	\$ -	\$ 1,240.75	595	06/16/23	\$ 1,240.75	05/24/23	\$ 1,240.75	68.64%	\$ 856.29	\$ 856.29	100.00%	\$ 384.46	\$ 384.46	100.00%	\$ 384.46	\$ 384.46	97.42	-	-	97.42
1	SOFI	SideCar Public Relations	Public Relations Services	11	Denargo 07/13/23	\$ 1,112.50	\$ -	\$ 1,112.50	595	07/05/23	\$ 1,112.50	07/05/23	\$ 1,112.50	100.00%	\$ 1,112.50	\$ 1,112.50	100.00%	\$ -	\$ -	100.00%	\$ -	\$ -	152.41	-	-	152.41
1	SOFI	SideCar Public Relations	Public Relations Services	12	Denargo 06/30/23	\$ 4,868.75	\$ -	\$ 4,868.75	607	07/13/23	\$ 4,868.75	07/13/23	\$ 4,868.75	100.00%	\$ 4,868.75	\$ 4,868.75	100.00%	\$ -	\$ -	100.00%	\$ -	\$ -	1,527.03	-	-	1,527.03
1	SOFI	SideCar Public Relations	Public Relations Services	13	Denargo 07/31/23	\$ 5,203.75	\$ -	\$ 5,203.75	622	08/10/23	\$ 5,203.75	09/12/23	\$ 5,203.75	68.64%	\$ 3,571.65	\$ 3,571.65	100.00%	\$ 1,632.10	\$ 1,632.10	100.00%	\$ 1,632.10	\$ 1,632.10	408.03	-	-	408.03
1	SOFI	SideCar Public Relations	Public Relations Services	14	Denargo 08/31/23	\$ 7,619.20	\$ -	\$ 7,619.20	639	09/19/23	\$ 7,619.20	09/30/23	\$ 7,619.20	68.64%	\$ 5,229.51	\$ 5,229.51	100.00%	\$ 2,389.69	\$ 2,389.69	100.00%	\$ 2,389.69	\$ 2,389.69	597.42	-	-	597.42
1	SOFI	The Verdes Companies	ACMA/PLP Survey - Retention Management Services, ACH	100	04/15/22	\$ 1,188,249.00	\$ -	\$ 1,188,249.00	57	07/14/22	\$ 1,188,249.00	07/14/22	\$ 1,188,249.00	100.00%	\$ 1,188,249.00	\$ 1,188,249.00	100.00%	\$ -	\$ -	100.00%	\$ -	\$ -	1,213.12	-	-	1,213.12
1	SOFI	The Verdes Companies	Senior Consulting - Project Management, ACMA/PLP Survey	124624	04/08/20	\$ 136,030.17	\$ -	\$ 136,030.17	65	04/27/20	\$ 136,030.17	05/12/20	\$ 136,030.17	100.00%	\$ 136,030.17	\$ 136,030.17	100.00%	\$ -	\$ -	100.00%	\$ -	\$ -	34,007.54	-	-	34,007.54
1	SOFI	The Verdes Companies	Senior Consulting - Project Management, ACMA/PLP Survey	131142	06/12/20	\$ 2,406.09	\$ -	\$ 2,406.09	100	07/24/20	\$ 2,406.09	10/07/20	\$ 2,406.09	100.00%	\$ 2,406.09	\$ 2,406.09	100.00%	\$ -	\$ -	100.00%	\$ -	\$ -	601.52	-	-	601.52
1	SOFI	The Verdes Companies	Senior Consulting - Project Management, ACMA/PLP Survey	136855	11/10/20	\$ 3,922.98	\$ -	\$ 3,922.98	133	02/22/21	\$ 3,922.98	04/08/21	\$ 3,922.98	100.00%	\$ 3,922.98	\$ 3,922.98	100.00%	\$ -	\$ -	100.00%	\$ -	\$ -	880.75	-	-	880.75
1	SOFI	The Verdes Companies	Senior Consulting - Project Management, ACMA/PLP Survey	140610	08/18/21	\$ 2,406.09	\$ -	\$ 2,406.09	140	08/25/21	\$ 2,406.09	10/07/21	\$ 2,406.09	100.00%	\$ 2,406.09	\$ 2,406.09	100.00%	\$ -	\$ -	100.00%	\$ -	\$ -	601.52	-	-	601.52
1	SOFI	Triya Architects	2133.00 Denargo - 3275 and 3315 Denargo Street	Multiple	09/31/21	\$ 7,505.00	\$ -	\$ 7,505.00	241	12/08/21	\$ 7,505.00	12/21/21	\$ 7,505.00	74.74%	\$ 5,609.05	\$ 5,609.05	100.00%	\$ 2,500.00	\$ 2,500.00	100.00%	\$ 2,500					

SUMMARY OF COSTS REVIEWED

VER NO	TYPE	VENDOR	DESCRIPTION	INV NO	INV DATE	INV AMT	RET	NET INV AMT	REF NO	PMT DATE	PMT AMT	DATE CLEARED	VER PMT AMT	% PRI	PRI AMT	VER PRI AMT	% PUB	PUB AMT	VER PUB AMT	% CAP	CAP AMT	VER CAP AMT	STREETS	WATER	SANITATION	PARKS & REC
4	SQFT	City and County of Denver	SDUP Phragmound Retaining Wall	20240818	08/18/24	\$ 425.00	-	\$ 425.00	ACH	07/02/24	\$ 425.00	07/02/24	\$ 425.00	0.00%	\$ -	\$ -	100.00%	\$ 425.00	\$ 425.00	100.00%	\$ 425.00	\$ -	\$ -	\$ -	\$ -	\$ 425.00
4	SQFT	City and County of Denver	Playground Retaining Wall Permit	20240820	08/20/24	\$ 1,162.00	-	\$ 1,162.00	ACH	08/24/24	\$ 1,162.00	08/24/24	\$ 1,162.00	0.00%	\$ -	\$ -	100.00%	\$ 1,162.00	\$ 1,162.00	100.00%	\$ 1,162.00	\$ -	\$ -	\$ -	\$ -	\$ 1,162.00
4	SQFT	Jippen Consulting LLC	Security Consulting September 2023	100	10/02/23	\$ 1,560.00	-	\$ 1,560.00	655	11/07/23	\$ 1,560.00	11/16/23	\$ 1,560.00	47.90%	\$ 747.24	\$ 747.24	52.10%	\$ 812.76	\$ 812.76	100.00%	\$ 812.76	\$ 203.19	\$ 203.19	\$ 203.19	\$ 203.19	\$ 203.19
4	SQFT	Jippen Consulting LLC	Security Consulting October 2023	101	11/01/23	\$ 960.00	-	\$ 960.00	682	12/05/23	\$ 960.00	12/15/23	\$ 960.00	47.90%	\$ 459.84	\$ 459.84	52.10%	\$ 500.16	\$ 500.16	100.00%	\$ 500.16	\$ 125.04	\$ 125.04	\$ 125.04	\$ 125.04	\$ 125.04
4	SQFT	Jippen Consulting LLC	Security Consulting November 2023	102	12/01/23	\$ 1,170.00	-	\$ 1,170.00	705	12/29/23	\$ 1,170.00	01/09/24	\$ 1,170.00	47.90%	\$ 560.49	\$ 560.49	52.10%	\$ 609.51	\$ 609.51	100.00%	\$ 609.51	\$ 152.89	\$ 152.89	\$ 152.89	\$ 152.89	\$ 152.89
4	SQFT	Jippen Consulting LLC	Security Consulting December 2023	103	01/04/24	\$ 1,032.00	-	\$ 1,032.00	721	01/29/24	\$ 1,032.00	02/02/24	\$ 1,032.00	47.90%	\$ 494.33	\$ 494.33	52.10%	\$ 537.67	\$ 537.67	100.00%	\$ 537.67	\$ 134.42	\$ 134.42	\$ 134.42	\$ 134.42	\$ 134.42
4	SQFT	Jippen Consulting LLC	Security Consulting January 2024	104	02/03/24	\$ 2,970.00	-	\$ 2,970.00	738	02/22/24	\$ 2,970.00	03/06/24	\$ 2,970.00	47.90%	\$ 1,422.63	\$ 1,422.63	52.10%	\$ 1,547.37	\$ 1,547.37	100.00%	\$ 1,547.37	\$ 386.84	\$ 386.84	\$ 386.84	\$ 386.84	\$ 386.84
4	SQFT	Jippen Consulting LLC	Security Consulting February 2024	105	03/05/24	\$ 2,760.00	-	\$ 2,760.00	760	04/09/24	\$ 2,760.00	04/19/24	\$ 2,760.00	47.90%	\$ 1,322.04	\$ 1,322.04	52.10%	\$ 1,437.96	\$ 1,437.96	100.00%	\$ 1,437.96	\$ 359.49	\$ 359.49	\$ 359.49	\$ 359.49	\$ 359.49
4	SQFT	Jippen Consulting LLC	Security Consulting March 2024	106	04/01/24	\$ 890.00	-	\$ 890.00	778	04/16/24	\$ 890.00	05/03/24	\$ 890.00	47.90%	\$ 426.31	\$ 426.31	52.10%	\$ 463.69	\$ 463.69	100.00%	\$ 463.69	\$ 115.92	\$ 115.92	\$ 115.92	\$ 115.92	\$ 115.92
4	SQFT	Jippen Consulting LLC	Security Consulting April 2024	107	05/01/24	\$ 660.00	-	\$ 660.00	799	05/15/24	\$ 660.00	06/05/24	\$ 660.00	47.90%	\$ 316.14	\$ 316.14	52.10%	\$ 343.86	\$ 343.86	100.00%	\$ 343.86	\$ 85.97	\$ 85.97	\$ 85.97	\$ 85.97	\$ 85.97
4	SQFT	Jippen Consulting LLC	Security Consulting May 2024	108	06/03/24	\$ 630.00	-	\$ 630.00	821	06/25/24	\$ 630.00	07/05/24	\$ 630.00	47.90%	\$ 301.77	\$ 301.77	52.10%	\$ 328.23	\$ 328.23	100.00%	\$ 328.23	\$ 82.06	\$ 82.06	\$ 82.06	\$ 82.06	\$ 82.06
4	SQFT	Jippen Consulting LLC	Security Consulting June 2024	109	07/01/24	\$ 630.00	-	\$ 630.00	842	08/14/24	\$ 630.00	08/14/24	\$ 630.00	47.90%	\$ 301.77	\$ 301.77	52.10%	\$ 328.23	\$ 328.23	100.00%	\$ 328.23	\$ 82.06	\$ 82.06	\$ 82.06	\$ 82.06	\$ 82.06
4	HARD	Juneworks	Play Park Construction	20240523	05/23/24	\$ 277,475.00	-	\$ 277,475.00	822	06/25/24	\$ 277,475.00	07/02/24	\$ 277,475.00	0.00%	\$ -	\$ -	100.00%	\$ 277,475.00	\$ 277,475.00	100.00%	\$ 277,475.00	\$ 277,475.00	\$ 277,475.00	\$ 277,475.00	\$ 277,475.00	\$ 277,475.00
4	SQFT	Urbis Denango, LLC	Project Management	Multiple See Tab	Multiple See Tab	\$ 315,966.84	-	\$ 315,966.84	N/A	N/A	\$ 315,966.84	Pending	\$ 315,966.84	0.00%	\$ -	\$ -	100.00%	\$ 315,966.84	\$ 315,966.84	100.00%	\$ 315,966.84	\$ 78,991.71	\$ 78,991.71	\$ 78,991.71	\$ 78,991.71	
4	SQFT	Kaplan Kirsh Rockwell	Legal Services Re Denargo Market Rendered on Behalf of G	55602	04/08/24	\$ 307.20	-	\$ 307.20	800	05/23/24	\$ 307.20	06/05/24	\$ 307.20	0.00%	\$ -	\$ -	100.00%	\$ 307.20	\$ 307.20	100.00%	\$ 307.20	\$ 76.80	\$ 76.80	\$ 76.80	\$ 76.80	
4	SQFT	Kaplan Kirsh Rockwell	Legal Services Re Denargo Market Rendered on Behalf of G	56197	05/17/24	\$ 1,302.40	-	\$ 1,302.40	823	06/25/24	\$ 1,302.40	07/02/24	\$ 1,302.40	0.00%	\$ -	\$ -	100.00%	\$ 1,302.40	\$ 1,302.40	100.00%	\$ 1,302.40	\$ 325.60	\$ 325.60	\$ 325.60	\$ 325.60	
4	SQFT	Kaplan Kirsh Rockwell	Legal Services Re Denargo Market Rendered on Behalf of G	56434	06/18/24	\$ 2,881.60	-	\$ 2,881.60	843	08/06/24	\$ 2,881.60	08/13/24	\$ 2,881.60	0.00%	\$ -	\$ -	100.00%	\$ 2,881.60	\$ 2,881.60	100.00%	\$ 2,881.60	\$ 720.40	\$ 720.40	\$ 720.40	\$ 720.40	
4	SQFT	Kumar & Associates	221 118 03 Geotechnical Engineering Study, Denargo Mar	Multiple See Tab	Multiple See Tab	\$ 45,857.75	-	\$ 45,857.75	N/A	N/A	\$ 45,857.75	Multiple See Tab	\$ 45,857.75	0.00%	\$ -	\$ -	100.00%	\$ 45,857.75	\$ 45,857.75	100.00%	\$ 45,857.75	\$ -	\$ -	\$ -	\$ -	
4	SQFT	Laurie & Brennan LP	Legal Services Re Denargo for the Period Through 4/30/202	27090	05/01/24	\$ 880.00	-	\$ 880.00	802	05/23/24	\$ 880.00	06/03/24	\$ 880.00	0.00%	\$ -	\$ -	100.00%	\$ 880.00	\$ 880.00	100.00%	\$ 880.00	\$ 220.00	\$ 220.00	\$ 220.00	\$ 220.00	
4	SQFT	Laurie & Brennan LP	Legal Services Re Denargo for the Period Through 5/31/202	27252	06/05/24	\$ 275.00	-	\$ 275.00	826	06/25/24	\$ 275.00	07/08/24	\$ 275.00	0.00%	\$ -	\$ -	100.00%	\$ 275.00	\$ 275.00	100.00%	\$ 275.00	\$ 68.75	\$ 68.75	\$ 68.75	\$ 68.75	
4	SQFT	Martin/Martin	21 1128 Denargo Market Horizontal Infrastructure	Multiple See Tab	Multiple See Tab	\$ 25,025.40	-	\$ 25,025.40	Multiple See Tab	Multiple See Tab	\$ 25,025.40	Multiple See Tab	\$ 25,025.40	0.00%	\$ -	\$ -	100.00%	\$ 25,025.40	\$ 25,025.40	100.00%	\$ 25,025.40	\$ 25,025.40	\$ 25,025.40	\$ 25,025.40	\$ 25,025.40	
4	SQFT	Fond Robinson & Associates	Construction Monitoring and Report #2 - Site Visit 11/07/2	44417	11/30/23	\$ 4,100.00	-	\$ 4,100.00	784	04/16/24	\$ 4,100.00	04/30/24	\$ 4,100.00	18.33%	\$ 751.53	\$ 751.53	81.67%	\$ 3,348.47	\$ 3,348.47	100.00%	\$ 3,348.47	\$ 837.12	\$ 837.12	\$ 837.12	\$ 837.12	
4	SQFT	Fond Robinson & Associates	Construction Monitoring and Report #2 - Site Visit 12/04/2	44826	12/13/23	\$ 4,100.00	-	\$ 4,100.00	784	04/16/24	\$ 4,100.00	04/30/24	\$ 4,100.00	18.33%	\$ 751.53	\$ 751.53	81.67%	\$ 3,348.47	\$ 3,348.47	100.00%	\$ 3,348.47	\$ 837.12	\$ 837.12	\$ 837.12	\$ 837.12	
4	SQFT	Fond Robinson & Associates	Construction Monitoring and Report #3 - Site Visit 01/03/2	45097	01/31/24	\$ 4,100.00	-	\$ 4,100.00	784	04/16/24	\$ 4,100.00	04/30/24	\$ 4,100.00	18.33%	\$ 751.53	\$ 751.53	81.67%	\$ 3,348.47	\$ 3,348.47	100.00%	\$ 3,348.47	\$ 837.12	\$ 837.12	\$ 837.12	\$ 837.12	
4	SQFT	Fond Robinson & Associates	Construction Monitoring and Report #4 - Site Visit 02/09/2	45257	02/29/24	\$ 4,100.00	-	\$ 4,100.00	784	04/16/24	\$ 4,100.00	04/30/24	\$ 4,100.00	18.33%	\$ 751.53	\$ 751.53	81.67%	\$ 3,348.47	\$ 3,348.47	100.00%	\$ 3,348.47	\$ 837.12	\$ 837.12	\$ 837.12	\$ 837.12	
4	SQFT	Fond Robinson & Associates	Construction Monitoring and Report #7 - Site Visit 4/30/24	1071	05/31/24	\$ 4,100.00	-	\$ 4,100.00	847	08/06/24	\$ 4,100.00	08/22/24	\$ 4,100.00	18.33%	\$ 751.53	\$ 751.53	81.67%	\$ 3,348.47	\$ 3,348.47	100.00%	\$ 3,348.47	\$ 837.12	\$ 837.12	\$ 837.12	\$ 837.12	
4	SQFT	Fond Robinson & Associates	Construction Monitoring and Report #8 - Site Visit 5/30/24	1176	06/27/24	\$ 4,100.00	-	\$ 4,100.00	847	08/06/24	\$ 4,100.00	08/22/24	\$ 4,100.00	18.33%	\$ 751.53	\$ 751.53	81.67%	\$ 3,348.47	\$ 3,348.47	100.00%	\$ 3,348.47	\$ 837.12	\$ 837.12	\$ 837.12	\$ 837.12	
4	SQFT	Saakal Associates	1815 700U Denargo Market Landscape Architecture Service	Multiple See Tab	Multiple See Tab	\$ 26,690.04	-	\$ 26,690.04	Multiple See Tab	Multiple See Tab	\$ 26,690.04	Multiple See Tab	\$ 26,690.04	0.00%	\$ -	\$ -	100.00%	\$ 26,690.04	\$ 26,690.04	100.00%	\$ 26,690.04	\$ 13,345.02	\$ -	\$ -	\$ -	\$ 13,345.02
4	SQFT	SidCar Public Relations	20 Denargo	20 Denargo	04/29/24	\$ 1,768.75	-	\$ 1,768.75	805	05/23/24	\$ 1,768.75	06/07/24	\$ 1,768.75	68.64%	\$ 1,214.07	\$ 1,214.07	31.36%	\$ 554.68	\$ 554.68	100.00%	\$ 554.68	\$ 138.67	\$ 138.67	\$ 138.67	\$ 138.67	
4	SQFT	SidCar Public Relations	Social Media and Website	21 Denargo	05/22/24	\$ 487.50	-	\$ 487.50	829	06/25/24	\$ 487.50	07/02/24	\$ 487.50	68.64%	\$ 334.62	\$ 334.62	31.36%	\$ 152.88	\$ 152.88	100.00%	\$ 152.88	\$ 38.22	\$ 38.22	\$ 38.22	\$ 38.22	
4	SQFT	SidCar Public Relations	Social Media and Website	22 Denargo	06/06/24	\$ 1,756.25	-	\$ 1,756.25	848	08/06/24	\$ 1,756.25	08/13/24	\$ 1,756.25	68.64%	\$ 1,205.40	\$ 1,205.40	31.36%	\$ 550.76	\$ 550.76	100.00%	\$ 550.76	\$ 137.68	\$ 137.68	\$ 137.68	\$ 137.68	
4	SQFT	Speer Security Company	Unarmed Guard and Patrols	JVD-01	04/01/24	\$ 1,358.06	-	\$ 1,358.06	788	04/16/24	\$ 1,358.06	05/06/24	\$ 1,358.06	47.90%	\$ 646.31	\$ 646.31	52.10%	\$ 711.75	\$ 711.75	100.00%	\$ 711.75	\$ 202.94	\$ 202.94	\$ 202.94	\$ 202.94	
4	SQFT	Speer Security Company	Unarmed Guard and Patrols	JVD-02	05/01/24	\$ 2,380.00	-	\$ 2,380.00	806	06/12/24	\$ 2,380.00	06/12/24	\$ 2,380.00	47.90%	\$ 1,140.02	\$ 1,140.02	52.10%	\$ 1,239.98	\$ 1,239.98	100.00%	\$ 1,239.98	\$ 310.00	\$ 310.00	\$ 310.00	\$ 310.00	
4	SQFT	Speer Security Company	Unarmed Guard and Patrols	JVD-03	06/01/24	\$ 2,300.00	-	\$ 2,300.00	830	06/01/24	\$ 2,300.00	07/05/24	\$ 2,300.00	47.90%	\$ 1,101.70	\$ 1,101.70	52.10%	\$ 1,198.30	\$ 1,198.30	100.00%	\$ 1,198.30	\$ 299.58	\$ 299.58	\$ 299.58	\$ 299.58	
4	SQFT	Speer Security Company	Unarmed Guard and Patrols	JVD-04	07/01/24	\$ 2,300.00	-	\$ 2,300.00	849	07/01/24	\$ 2,300.00	08/14/24	\$ 2,300.00	47.90%	\$ 1,101.70	\$ 1,101.70	52.10%	\$ 1,198.30	\$ 1,198.30	100.00%	\$ 1,198.30	\$ 299.58	\$ 299.58	\$ 299.58	\$ 299.58	
4	HARD	Swinerton	Denargo Market DPR	Multiple See Tab	Multiple See Tab	\$ 439,230.08	\$ 21,334.65	\$ 417,895.43	Multiple See Tab	Multiple See Tab	\$ 417,895.43	Multiple See Tab	\$ 417,895.43	0.00%	\$ -	\$ -	100.00%	\$ 417,895.43	\$ 417,895.43	100.00%	\$ 417,895.43	\$ 417,895.43	\$ -	\$ -	\$ -	\$ 417,895.43
4	HARD	Swinerton	Construction Management	Multiple See Tab	Multiple See Tab	\$ 6,341,260.62	\$ 292,037.58	\$ 6,049,223.04	Multiple See Tab	Multiple See Tab	\$ 6,049,223.04	Multiple See Tab	\$ 6,049,223.04	18.90%	\$ 1,143,219.05	\$ 1,143,219.05	81.10%	\$ 4,906,004.00	\$ 4,906,0							

EXHIBIT B

SUMMARY OF DOCUMENTS REVIEWED

SUMMARY OF DOCUMENTS REVIEWED

SERVICE PLANS

- Service Plan for Denargo Market Metropolitan District No. 1 in the City and County of Denver, Colorado, prepared by McGeady Sisneros, P.C., approved March 8, 2010
- First Amendment to the Service Plan for Denargo Market Metropolitan District No. 1 in the City and County of Denver Colorado, prepared by McGeady Becher P.C., approved January 20, 2023

DISTRICT AGREEMENTS

- 2022 – 2025 Facilities Funding and Acquisition Agreement by and between Denargo Market Metropolitan District No. 1 and JV Denargo LLC, dated October 11, 2022
- 2022 – 2025 Operation Funding Agreement by and between Denargo Market Metropolitan District No. 1 and JV Denargo LLC, dated October 11, 2022
- Termination of 2022-2025 Facilities Funding and Acquisition Agreement by and between Denargo Market Metropolitan District No. 1 and JV Denargo LLC, dated January 29, 2024 (Executed)
- 2022 – 2025 Facilities Funding and Acquisition Agreement by and between Denargo Market Metropolitan District No. 1 and JV Denargo LLC, prepared by McGeady Becher P.C., dated January 29, 2024

PROFESSIONAL REPORTS

- None

LAND SURVEY DRAWINGS

- Denargo Market Subdivision Filing No. 3, prepared by Martin/Martin, Inc., recorded June 29, 2023, reception No. 2023061222

CONSTRUCTION DRAWINGS

- Denargo Market Horizontal Infrastructure Denver Water Plans, prepared by Martin/Martin, Inc., last revised May 26, 2022
- Denargo Market Horizontal Infrastructure Erosion Control Plans, prepared by Martin/Martin, Inc., last revised June 16, 2023
- Denargo Market Horizontal Infrastructure Public and Private Storm and Sanitary Sewer Plans, prepared by Martin/Martin, Inc., last revised September 5, 2023
- Denargo Market Horizontal Infrastructure Transportation Engineering Plans, prepared by Martin/Martin, Inc., last revised August 17, 2023

VENDOR CONTRACTS

- Martin/Martin, Inc., JV Denargo LLC, Agreement for Additional Services – Denargo Floodplain Permit, dated February 1, 2023 (Executed)
- Martin/Martin, Inc., JV Denargo LLC, Agreement for Additional Services – Denargo Market Owner-Architect-Contractor (OAC) Meetings and Pay Applications, dated October 16, 2023 (Executed)
- Martin/Martin, Inc., JV Denargo LLC, Agreement for Additional Services – Denargo Temporary Water Quality and Detention, dated August 9, 2023 (Not Executed)
- Martin/Martin, Inc. (“Engineer”), JV Denargo LLC (“Owner”), Agreement for Civil and Structural Engineering Services, dated September 30, 2021 (Executed)
- Sasaki Associates, Inc., Golub Development LLC, Denargo Market Public Realm Implementation Services – Amendment #1, dated August 25, 2022 (Executed)
- Sasaki Associates, Inc., Golub Development LLC, Denargo Market Public Realm Implementation Services – Amendment #2, dated January 17, 2023 (Not Executed)
- Sasaki Associates, Inc., Golub Development LLC, Denargo Market Public Realm Implementation Services – Amendment #4, dated September 14, 2023 (Executed)
- Sasaki Associates, Inc., JV Denargo LLC, Denargo Market Public Realm Implementation Services – Amendment #3, dated August 7, 2023 (Executed)
- Sasaki Associates, Inc. (“Landscape Architect”), JV Denargo LLC (“Owner”), Agreement for Landscape Architecture Services, dated July 30, 2021 (Executed)
- Swinerton Builders (“Contractor”), JV Lodo Denargo, LLC (“Owner”), Limited Authorization to Proceed for Mobilization, Earthwork and Over Lot Grading, dated September 22, 2023 (Executed)
- Baseline Engineering Corporation., JV Denargo, LLC, Proposal for Pre-Construction Environmental Consulting Services – Denargo Market Site, dated June 5th, 2023
- Century Link., JV Denargo LLC, Special Construction Proposal – Relocate the existing Lumen facilities in conflict with the new development, dated August 11th, 2023

VENDOR INVOICES

- Note: *See Exhibit A - Summary of Costs Reviewed*

FORM OF CHANGE ORDER

Change Order No: 11	Date Issued: June 26, 2024
Name of Agreement: Service Agreement for Landscaping Services ("Original Service Agreement"))	
Date of Agreement: January 1, 2021	District(s): Denargo Market Metropolitan District No. 1
Other Party/Parties: Brightview Landscape Services, Inc.	

<p>CHANGE IN SCOPE OF SERVICES (describe):</p> <p style="text-align: center; margin-top: 50px;">Irrigation repairs per attached proposal dated June 18, 2024.</p>
--

CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: \$11,400.00	Original Term: Expires December 31, 2021
Increase of this Change Order: \$994.01	New Term: Upon Completion
Price with all Approved Change Orders: \$47,671.02	Agreement Time with all Approved Change Orders: October 31, 2024

APPROVED:	
<i>Laura Newman</i>	
By:	
District	

APPROVED:	
<i>Michael Crespin</i>	
By:	
Consultant	



No. 13973

2333 WEST OXFORD AVE.
SHERIDAN, CO 80110
(303) 761-9262

Authorization for Extra Work

Date 06-18-2024
 Job Name Denargo Market M.D.
 Description of Work Irrigation Repairs.
Proposed.

INTERNAL USE ONLY

Client Number 2704921
 Job Number 0468
 NTE: _____
 Purchase/Work Order _____

OTHER NOTES:

Item No.	Type of Labor, Equipment or Materials Used	Hours or Quantity	Unit Price	Total
	"Description of material sheet on the Beer"			
Total labor & materials. →				\$994.01
Total Labor & Materials, including Sales Tax				\$994.01

This bid is valid for 60 calendar days unless otherwise approved by BrightView

THIS IS NOT AN INVOICE

Instructions to Job Superintendent: No work is to be performed without this written authorization being correctly completed and signed by the authorized agent of the Contractor or Owner. Give Customer's Copy to the agent. ALL other copies (with the exception of the Field Copy) MUST be submitted to your branch office promptly upon completion of the work.

Instructions to Contractor or Owner: This work order properly signed by your agent has been accepted as authorization to perform the work. An invoice, accompanied by a copy of this order will be forwarded to your office for payment when the work is completed. All work will be performed in accordance with the "General terms and conditions" which are printed on reverse and are incorporated herein by reference.

X 
 Approved by BrightView Representative

X _____
 Approved by Client Representative Date

Brightview Material Usage Sheet 2024

Date: <u>06-18-24</u> Job #: <u>0468</u>		Irrigation Tech: <u>21704921</u>		Rates: <u>12</u> Hrs x \$ <u>740</u> Total <u>\$8880</u>								
Job Name: <u>Denango Market MD.</u>		PO # _____		Laborer _____ x \$ _____								
Location of Repair: _____		AEW # <u>13973</u>		Parts <u>134</u> Parts x 1.038 <u>997.01</u> Total _____								
Description of Repair: <u>By Backflow Preventer</u>		Description of Repair: <u>Broken or Shattered Mainline water coming out multiple spots.</u>										
Description	QTY	PRICE	Total	Description	QTY	PRICE	Total	Description	QTY	PRICE	Total	
MISCELLANEOUS				VALVES				ROTOR HEADS				
				HUNTER 1" PGV DRIP KIT		\$122.12		PGJ-04-R		\$33.87		
				HUNTER 1" ICV DRIP KIT		\$315.42		PGP04CV		\$37.47		
				RB 1" COM ZONE KIT W BASKET		\$406.62		I20ULTRA		\$77.00		
				RB 3/4" PRF DRIP KIT		\$93.37		I25ULTRA		\$113.27		
				RB 1" PRF DRIP KIT		\$107.11		I40 ULTRA SS ADJ		\$226.54		
				HUNTER ICV101G		\$187.15		I25 SS 6"		\$125.69		
				HUNTER ICV151G		\$252.35		5004PFCSAMR		\$44.14		
				HUNTER ICV201G		\$323.84		5006PCSAM		\$60.28		
				HUNTER PGV-100G		\$45.41		8005PLFC/PC		\$126.38		
				HUNTER PGV-101A		\$49.25		SPRAY HEADS				
				HUNTER PGV151		\$139.48		1804 PRS		\$13.32		
				HUNTER PGV201G		\$254.38		1806 PRS		\$32.24		
HUNTER SINGLE STA NODE		\$255.60		RAINBIRD DVF100		\$45.15		1812 PRS		\$40.08		
COMBINATION LOCK		\$ 51.22		RAINBIRD PEB100		\$182.42		1804SAMPRS		\$18.12		
VALVE PARTS				RAINBIRD PEB150		\$259.87		1806SAMPRS		\$40.47		
IRRITROL SOLENOID		\$46.86		RAINBIRD PEB200		\$282.47		1812SAMPRS		\$49.13		
IRRITROL DC SOLENOID		\$75.47		RAINBIRD PESB100		\$230.73		6" XERI POP HEAD		\$19.78		
HUNTER SOLENOID		\$23.28		RAINBIRD PESB150		\$279.27		12" XERI POP HEAD		\$31.96		
HUNTER DC SOLENOID		\$69.49		RAINBIRD PESB200		\$348.51		PROS-04PR30		\$11.90		
RB DC SOLENOID		\$82.00		WM 12024EF 1"		\$75.87		PROS-06PR30		\$20.76		
RB PEB SOLENOID		\$62.00		1" IRRITROL 700 VALVE		\$180.37		PROS-12PR30		\$27.02		
BACKFLOW PARTS				1.5" IRRITROL 700 VALVE		\$274.14		PROS-04PR30CV		\$17.35		
1.5-2" FEBCO RUBBER KIT		\$239.50		2" IRRITROL 700 VALVE		\$326.80		PROS-06PR30CV		\$34.84		
3/4-1 1/4" FEBCO RUBBER KIT		\$139.55		1" PVC B VALVEunion		\$118.93		PROS-12PR30CV		\$42.13		
3/4"-1/25" FEBCO INLET SPRING		\$75.66		1.5" PVC B VALVEunion		\$223.40		NOZZLES				
3/4"-1.25" FEBCO #2 SPRING		\$45.50		2" PVC B VALVEunion		\$294.73		RB MPR		\$2.90		
1.5"-2" FEBCO INLET SPRING		\$149.00		1/2" BRASS GATE VALVE		\$47.47		RB U SERIES		\$4.80		
1.5"-2" FEBCO #2 SPRING		\$109.89		1" BRASS GATE VALVE		\$82.15		RB R SERIES		\$15.13		
TEST COCK 1/8"		\$47.10		1 1/2" BRASS GATE VALVE		\$154.17		HUNTER ROTOR		\$3.13		
TEST COCK 1/4"		\$47.10		2" BRASS GATE VALVE		\$238.08		HUNTER MP		\$15.13		
3/4" FEBCO BONNET		\$100.24						TORO PRECISION		\$7.57		
1"-1.25" 765 REPAIR KIT		\$324.76						RB HE-VAN		\$3.46		
1.5-2" FEBCO CHECK		\$248.34						RB VAN		\$3.15		
EMPLOYEE	MON	TUE	WED	THU	FRI	SAT	SUN	TOTAL				

Description	QTY	PRICE	Total	Description	QTY	PRICE	Total	Description	QTY	PRICE	Total
CARSON VALVE BOXES				POLY PIPE				PVC FITTINGS			
6" ROUND		\$23.44		1/2" DRIP LF		\$0.58		3/4" SLIP FIX		\$15.45	
10" ROUND		\$79.14		3/4" DRIP LF		\$0.95		1" SLIP FIX		\$17.65	
6" LID		\$15.78		3/4" 80PSI LF		\$0.55		1 1/4" SLIP FIX		\$34.50	
10" LID		\$36.83		1" 80PSI LF		\$1.32		1.5" SLIP FIX		\$35.80	
STANDARD BOX		\$135.54		1.5" 80PSI LF		\$2.20		2" SLIP FIX	1	\$55.25	55.25
JUMBO BOX		\$228.08		2" 80PSI LF		\$4.02		2.5" SLIP FIX		\$99.00	
STANDARD LID		\$64.47		SWING PIPE LF		\$5.22		3" SLIP FIX		\$103.76	
JUMBO LID		\$107.59		1/8" DRIP TUBING LF		\$0.84		3/4" MALE ADAPTER		\$1.75	
STD BOX EXT		\$96.03		POLY FITTINGS				3/4" COUPLING		\$1.65	
JUMBO BOX EXT		\$152.55		3/4" INSERT COUPLING		\$2.90		3/4" 90		\$1.72	
NETAFIM FITTINGS				3/4" STRETCH COUPLING		\$15.00		3/4" 45		\$3.34	
ELL		\$1.00		3/4" INSERT 90		\$6.00		1" SLIP CAP		\$2.16	
TEE		\$1.25		3/4" INSERT TEE		\$5.95		1" COUPLING		\$2.06	
COUPLING		\$1.00		3/4X3/4X1/2" TEE		\$10.96		1" MALE ADAPTER		\$2.31	
PIPE		\$1.50		3/4X1/2" END ELL		\$7.72		1" 90		\$2.63	
CLAMPS				3/4" INSERT PLUG		\$5.96		1" 45		\$3.97	
3/4" PINCH		\$2.22		1" INSERT COUPLING		\$3.00		1" TEE		\$3.47	
1" PINCH		\$2.48		1" STRETCH COUPLING		\$20.00		1X1X1/2" INLINE TEE		\$4.28	
3/4-1" SCREW		\$5.07		1" INSERT 90		\$6.15		1X1/2" END ELL		\$5.31	
1 1/4" SCREW		\$5.11		1" INSERT TEE		\$8.15		1 1/4" SLIP CAP		\$3.03	
1.5" SCREW		\$5.16		1/2X1/2X3/4" F TEE		\$6.76		1 1/4" COUPLING		\$2.84	
1.5-2" SCREW		\$5.21		1"X1/2" END ELL		\$6.00		1 1/4" 90		\$4.63	
ELECTRICAL				1" INSERT PLUG		\$6.00		1 1/4" 45		\$5.56	
9VOLT BATTERY		\$6.45		1 1/4" INSERT COUPLING		\$4.55		1 1/4" TEE		\$5.38	
KING NUTS BLUE		\$2.35		1 1/4" INSERT 90		\$6.31		1.5" SLIP CAP		\$3.34	
KING NUTS TAN		\$3.25		1 1/4" INSERT TEE		\$10.00		1.5" COUPLING		\$3.03	
DBRY		\$7.33		1.5" INSERT COUPLING		\$4.66		1.5" MALE ADAPTER		\$3.78	
				1.5" STRETCH COUPLING		\$34.04		1.5" 90		\$4.97	
12 MULTI STRAND LF		\$2.89		1.5" 90		\$7.41		1.5" 45		\$6.94	
14 GUAGE LF		\$0.99		1.5" TEE		\$11.34		1.5" TEE		\$6.56	
12 GUAGE LF		\$1.25		1"X3/4" REDUCING CPLING		\$4.05		2" SLIP CAP		\$3.97	
DRIP/MICRO SPRAY				1 1/4X1" REDUCING CPLING		\$5.63		2" COUPLING	2	\$4.69	9.38
1 GAL. EMITTER		\$1.38		1.5X1" REDUCING CPLING		\$8.47		2" MALE ADAPTER		\$6.88	
MICRO SPRAY NOZZLE		\$2.82		1.5X1.25" REDUCING CPLING		\$6.59		2" 90		\$7.75	
GREEN STAKE ASSY		\$9.42		PVC NIPPLES				2" 45	4	\$10.83	43.32
				1/2" X CLOSE		\$0.98		2" TEE	1	\$9.56	9.56
GOOF PLUG		\$0.71		1/2" X 2"		\$1.05		2.5" PVC COUPLING		\$10.22	
BARB FITTINGS				1/2" X 4"		\$1.14		2.5" PVC ELBOW		\$23.84	
1/2" BARB COUPLING		\$0.95		1/2" X 6"		\$1.16		1/2" MxF STREET ELL		\$3.78	
1/2" M X BARB 90ELL		\$0.95		3/4" X CLOSE		\$0.79		3/4" MxF STREET ELL		\$4.63	
3/4" M X BARB 90ELL		\$0.95		3/4" X 2"		\$0.79		1.5"X1" SxS BUSHING		\$4.07	
1/2" F X BARB 90ELL		\$0.95		3/4" X 4"		\$1.08		1x3/4" SxS BUSHING		\$2.44	
PVC PIPE				3/4" X 6"		\$1.29		1 1/4x1" SxS BUSHING		\$3.34	
3/4" CL200 LF		\$1.13		1" X CLOSE		\$1.25		1.5x1.25" SxS BUSHING		\$3.68	
1" CL200 LF		\$1.71		1" X 2"		\$1.25		2x1.5" SxS BUSHING		\$8.24	
1.5" CL200 LF		\$2.30		1" X 4"		\$1.69		1x3/4" MxF BUSHING		\$5.31	
2" CL200 LF	10 FT	\$3.65	36.50	1.5" X CLOSE		\$2.13		3/4x1/2" MxF BUSHING		\$3.78	
2.5" CL200 LF		\$5.28		1.5" X 2"		\$2.36		1/2" MxF RISER EXT		\$2.54	
3" CL200 LF		\$7.50		2" X CLOSE		\$2.70		3/4" MxF RISER EXT		\$3.97	
4" CL200 LF		\$13.20		2" X 2"		\$2.72		1" MxF RISER EXT		\$5.75	

Title	Change Order for Irrigation Main Line Repair
File name	Changer_Order_No....tion_Repairs_.pdf
Document ID	92521b173b2303d5d558bf87789abf528ee1d6be
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



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06 / 27 / 2024
19:10:15 UTC

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06 / 27 / 2024
19:11:01 UTC

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06 / 27 / 2024
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IP: 174.17.249.33



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The document has been completed.


FORM OF CHANGE ORDER

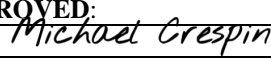
Change Order No: 12	Date Issued: August 22, 2024
Name of Agreement: Service Agreement for Landscaping Services ("Original Service Agreement"))	
Date of Agreement: January 1, 2021	District(s): Denargo Market Metropolitan District No. 1
Other Party/Parties: Brightview Landscape Services, Inc.	

CHANGE IN SCOPE OF SERVICES (describe):

Remove tree stakes and prune trees per attached proposal dated August 21, 2024.

CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: \$11,400.00	Original Term: Expires December 31, 2021
Increase of this Change Order: \$963.25	New Term: Upon Completion
Price with all Approved Change Orders: \$48,634.27	Agreement Time with all Approved Change Orders: October 31, 2024

APPROVED:	
	
By:	
District	

APPROVED:	
	
By:	
Consultant	

Proposal for Extra Work at Denargo Market Metro District

Property Name	Denargo Market Metro District	Contact	David Solin
Property Address	3200 Denargo St Denver, CO 80216	To	Denargo Market Metro District
		Billing Address	c/o SDMSI 141 Union Ave Ste 150 Lakewood, CO 80228

Project Name Remove tree stakes and prune large tree suckers

Project Description remove old tree stakes in District from established trees. Prune (2) large trees off of sidewalk.

Scope of Work

QTY	UoM/Size	Material/Description
12.00	HOUR	NTE hours for stake removal and tree sucker pruning

For internal use only

SO# 8489915
JOB# 400400468
Service Line 130

Total Price \$963.25

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
2333 W Oxford Ave, Sheridan, CO 80110-4340 ph. (303) 761-9262 fax (303) 761-9023

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
10. **Access to Jobsite:** Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. **Payment Terms:** Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. **Assignment:** The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

16. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

		District Senior Manager	
Signature		Title	
David Solin		August 21, 2024	
Printed Name		Date	
BrightView Landscape Services, Inc. "Contractor"			
		Landscape Designer, Degreed	
Signature		Title	
Leigh DuFresne		August 21, 2024	
Printed Name		Date	
Job #:	400400468		
SO #:	8489915	Proposed Price:	\$963.25

Title	Denargo Tree Care
File name	Changer_Order_No._12__Tree_Services_.pdf
Document ID	7fee57128db43271e4b34b77476aaa05e3ddd91b
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00:26:52 UTC

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14:30:27 UTC

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14:31:02 UTC

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08 / 23 / 2024

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