

**NOTICE OF REGULAR MEETING AND AGENDA**

**DATE:** Tuesday, August 6, 2024

**TIME:** 9:00 a.m.

**LOCATION:** Davita Inc.  
2000 16<sup>th</sup> Street  
Denver, CO 80202

**ACCESS:** 1. To attend via Microsoft Teams Videoconference, use the below link:

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_MjE3MTkxMWMtZDZIMC00ODE4LTkzNjltNWQwZmUzYjEwNjhi%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%22d42bab28-fbd8-4e65-a395-965cf9ef152f%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MjE3MTkxMWMtZDZIMC00ODE4LTkzNjltNWQwZmUzYjEwNjhi%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%22d42bab28-fbd8-4e65-a395-965cf9ef152f%22%7d)

2. To attend via telephone, dial 720-547-5281 and enter the following Conference ID 898 807 02#:

<b><u>Board of Directors</u></b>	<b><u>Office</u></b>	<b><u>Term Expires</u></b>
Jason Dorfman	President	May, 2027
Michael Geiger	Secretary	May, 2025
Derrick Walker	Treasurer	May, 2025
Amy Cara	Assistant Secretary	May, 2025
Jordan Kind	Assistant Secretary	May, 2025

**I. ADMINISTRATIVE MATTERS**

- A. Call to order and approval of agenda.
- B. Present disclosures of potential conflicts of interest.
- C. Confirm quorum, location of meeting and posting of meeting notice.
- D. Public Comment.

Members of the public may express their views to the Board on matters that affect the District that are otherwise not on the agenda. Comments will be limited to three (3) minutes per person.

## **II. CONSENT AGENDA**

- A. Review and consider approval of minutes from the July 2, 2024 Special Board meeting (enclosure).
- B. Review and consider acceptance of June 30, 2024 Unaudited Financial Statements and Cash Position Report (enclosure).
- C. Review and Consider Approval of August 2024 Claims Totaling \$128,468.52 (enclosure).
- D. Review June 2024 Monthly Security Report from DDP BID (enclosure).
- E. Ratify Approval of Stantec Authorization for Additional Services \$7,350.00 (enclosure).
- F. Ratify and Consider Approval of Paving & Tree Replacement Proposal for Tree Planting Phase \$11,750.00 (enclosure).

## **III. MANAGER UPDATES**

- A. 17<sup>th</sup> Street Gardens follow up.
  - 1. Update regarding July 8<sup>th</sup> City Council Consideration of Tier III Permit (enclosures).
  - 2. Update regarding Holiday Music Proposal (to be distributed).
  - 3. Review and Consider Approval of DesignScapes Change Order Cable Guide - \$17,475; ratify NTE \$7,000 fencing materials (enclosures).
  - 4. Review/approve additional yoga dates for September.
- B. Update on Projects.
  - 1. Review and Consider Millenium Bridge Lighting Estimated \$148,000 Agreement (enclosures).
  - 2. Update on Nine Dot Arts Committee Meetings.
    - Meeting #1: Tuesday, August 27•9:30 – 11:00am
    - Meeting #2: Thursday, November 7, 2024•12:30 – 2:00pm
    - Meeting #3: Friday, November 22, 2024•9:30 – 10:30am

Attendees:

Melissa Shelton (Davita)  
 Emma Steuer, Executive Director, Union Hall  
 Amy Cara, Jordan Kind & Derrick Walker (CPVMD Board)  
 Jacey McDaniel, Director of Marketing, Mixed-Use, McWhinney

- C. Review Maintenance Coordination Report – EWUM, Brandon Fries (enclosure).
  - 1. Update on Hello Darling permit process.
- D. Review and Consider Approval of Proposal for Millennium Bridge Modular Ceiling Repair
  - 1. Elevator Technicians - \$13,188.00 (enclosure).
  - 2. TKE - \$ 29,422.79 (enclosure).
- E. Consider Proposal Union Gateway Bridge Maintenance \$2,250 (enclosure).

**IV. MANAGER MATTERS**

- A. Discuss statutorily required documents posted on website and consider remediation services; designate website compliance coordinator (enclosure).
- B. Large event approval (to be distributed).

**V. FINANCIAL MATTERS****VI. DIRECTOR MATTERS****VII. ATTORNEY MATTERS****VIII. OTHER BUSINESS****IX. ADJOURNMENT**

**The next regular meeting is scheduled for September 3, 2024 at 9:00 a.m. at DaVita Inc. (2000 16<sup>th</sup> St., Denver, CO 80101) and via MS TEAMS.**

## RECORD OF PROCEEDINGS

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### MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE CENTRAL PLATTE VALLEY COORDINATION METROPOLITAN DISTRICT (THE “DISTRICT”)

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JULY 2, 2024

A special meeting of the Board of Directors of the Central Platte Valley Coordination Metropolitan District (referred to hereafter as the “Board”) was convened on Tuesday, July 2, 2024, at 9:30 a.m. at McWhinney, 1800 Wazee Street, Suite 200, Denver, CO 80202 and via MS Teams videoconference. The meeting was open to the public.

#### ATTENDANCE

##### Directors In Attendance Were:

Jason Dorfman, President  
Derrick Walker, Treasurer  
Jordan Kind, Assistant Secretary  
Amy Cara, Assistant Secretary

Michael Geiger, Secretary was absent and excused.

##### Also In Attendance Were:

Anna Jones, Shauna D’Amato, Rachel Alles and Jenna Trujillo;  
CliftonLarsonAllen LLP  
Dianne Miller, Esq.; Miller & Associates Law Offices, P.C.  
Brandon Fries; East West Urban Management  
Nessa Mogharreban; DUG  
John Tryba, Caroline Miller & Isaac Anthony; WSP  
Andy Rockmore; SAR Architecture  
Amanda Miller; Downtown Denver Partnership  
Ted Murzyn; Elevator Technicians

#### ADMINISTRATIVE MATTERS

**Call to Order and Agenda:** Upon a motion duly made by Director Walker, seconded by Director Kind and, upon vote, unanimously carried, the meeting was called to order at 9:32 a.m. Upon a motion duly made by Director Kind, seconded by Director Walker and, upon vote, unanimously carried, the Board approved the agenda, as presented and excused the absence of Director Geiger.

**Disclosures of Potential Conflicts of Interest:** Attorney Miller advised the Board that, pursuant to Colorado law, certain disclosures by the directors may be appropriate prior to taking official action at the meeting and that written disclosures of the interests of all directors were filed with the Secretary of State and the District prior to the meeting. The Directors then reviewed the agenda for the meeting and previous written disclosures stating the fact and summary nature of any matters, as required under Colorado law, to permit official action to be taken at the meeting.

## RECORD OF PROCEEDINGS

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**Quorum, location of meeting, and posting of meeting notice:** It was noted that a quorum was present allowing the Board to act on all matters to come before them at this meeting. The Board confirmed the location of the meeting and the posting of the meeting notice.

**Public comment:** There was no public comment.

### CONSENT AGENDA

**Minutes of the June 4, 2024 Regular Meeting:**  
**May 31, 2024 Unaudited Financial Statements and Cash Position Report:**  
**Interim Checks Totaling \$242,022.26:**  
**May 2024 Monthly Security Report from DDP BID:**

Following review, upon a motion duly made by Director Kind, seconded by Director Walker and, upon vote, unanimously carried, the Board approved and accepted the Consent Agenda items, as presented.

### MANAGER UPDATES **17<sup>th</sup> Street Gardens follow up:**

1. **July 8<sup>th</sup> City Council Consideration of Tier III Permit:** Ms. Jones provided an update to the Board.
2. **Construction Progress:** Ms. Mogharreban provided updates stating that the community garden plots are full and the garden is up and running. She informed the Board there have been a few recent safety issues, but DUG is working with Whole Foods security to mitigate them. Once the Tier III fence permit is approved by the City of Denver, more plantings will be approved and tension threads will be installed to create trellises. Volunteers will continue to be solicited. Ms. Jones noted that electrical components with Stantec are still being finalized. Discussion ensued regarding safety and security issues.
3. **Land Statement Posting for the Gardens:** Ms. Jones reviewed the land statement with the Board, noting this will be displayed on a sign near the Gardens. Following discussion, upon a motion duly made by Director Walker, seconded by Director Kind and, upon vote, unanimously carried, the Board approved the land statement posting for the Gardens.
4. **Holiday Music Proposal:** This item was not discussed.

### **Update on Projects:**

1. **Millenium Bridge Lighting Estimated \$148,000:** Ms. D'Amato and Ms. Alles reviewed the Millenium Bridge lighting proposal with the Board. The Board discussed lighting brightness and feasibility and requested

## RECORD OF PROCEEDINGS

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computerized images of the proposed lighting capabilities for their consideration at the August meeting.

2. **Nine Dot Arts Update:** Director Cara provided an update to the Board noting that Director Geiger has found a DaVita representative, she has found a Union Hall representative and Mr. Fries has found a resident representative for the arts committee. President Dorfman noted he is still working on recruiting a McWhinney representative. The Nine Dot Arts presentation will be distributed to all committee members once identified. The committee meetings are currently scheduled for August 19<sup>th</sup> and November 4<sup>th</sup>.

**Project Roadmap:** The Board reviewed the project roadmap.

3. **Paving & Tree Replacement Proposal for Tree Planting Phase:** Ms. D'Amato and Ms. Amanda Miller reviewed the three proposal options regarding the District's Tree Replacement Project, noting the third proposal consists of an expansion of tree beds on a block-by-block basis for better chance of tree survival. Ms. Amanda Miller noted this work will incorporate utility markings. Following review and discussion, upon a motion duly made by President Dorfman, seconded by Director Cara and, upon vote, unanimously carried, the Board approved Option 3 with 50% of the work funded by the Downtown Denver Partnership, as presented.

**Maintenance Coordination Report – EWUM:** Mr. Fries provided his report with the Board.

1. **Hello Darling Permit Process:** Mr. Fries noted he has spoken to the City of Denver and they have confirmed this permit is at the top of their queue and is expecting to have an update this week or next.
2. **Plant Island Replacements - \$5,988.00:** Mr. Fries reviewed the proposal with the Board. Discussion ensued. Following review and discussion, upon a motion duly made by Director Walker, seconded by Director Cara and, upon vote, unanimously carried, the Board approved the plant island replacements proposal in the amount of \$5,988.00, as presented.
3. **Property Solutions Team (PST) Tree Ring and Grates - \$22,870.00:** Mr. Fries reviewed the proposal with the Board. Following review, upon a motion duly made by Director Walker, seconded by Director Kind and, upon vote, unanimously carried, the Board approved the Property Solutions Team Tree Ring and Grates proposal in the amount of \$22,870.00, as presented.
4. **DCPS Proposal:** Mr. Fries reviewed the proposal with the Board. Following review, upon a motion duly made by President Dorfman,

**RECORD OF PROCEEDINGS**

seconded by Director Walker and, upon vote, unanimously carried, the Board approved the DCPS Proposal for landscape enhancement and Millenium Bridge irrigation repair, as presented.

MANAGER  
ITEMS

- 5. **Termination of TKE Agreement and Engagement of Elevator Technicians:** Following discussion and review, upon a motion duly made by Director Walker, seconded by President Dorfman and, upon vote, unanimously carried, the Board approved the termination of the TKE Agreement and the Engagement of Elevator Technicians.

**Discuss statutorily required documents posted on website and consider remediation services:** Ms. Jones and Attorney Miller provided an update to the Board informing them that CLA is working on bringing the website and posted documents into compliance by the July 1, 2025 deadline.

FINANCIAL  
ITEMS

**Draft 2023 Audit and Approve Committee for Final Approval; Approval of Extension Filing:** Ms. Trujillo reviewed the draft 2023 Audit with the Board and recommended engaging a new auditor for 2023. She noted she will present quotes to the Board later in the year. The Board designated Directors Walker and Kind as the Audit Committee to approve once final. Ms. Trujillo will send the Audit Extension to President Dorfman for his signature to be filed.

DIRECTOR ITEMS

None.

ATTORNEY ITEMS

None.

OTHER BUSINESS

None.

ADJOURNMENT

There being no further business to come before the Board at this time, upon a motion duly made by Director Walker, seconded by Director Kind and, upon vote, unanimously carried, the Board adjourned the meeting at 11:22 a.m.

Respectfully submitted,

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Secretary for the Meeting

**CPV COORDINATION METROPOLITAN DISTRICT**

**FINANCIAL STATEMENTS**

**JUNE 30, 2024**



**Central Platte Valley Coord Metro Dist  
Balance Sheet - Governmental Funds  
June 30, 2024**

	<b>General</b>	<b>Total</b>
Assets		
Checking Account	\$ 54,695.63	\$ 54,695.63
Due from Other Districts	286,000.00	286,000.00
Accounts Receivable	13,820.25	13,820.25
Total Assets	\$ 354,515.88	\$ 354,515.88
Liabilities		
Accounts Payable	\$ 329,533.39	\$ 329,533.39
Event Deposits	1,500.00	1,500.00
Total Liabilities	331,033.39	331,033.39
Fund Balances	23,482.49	23,482.49
Liabilities and Fund Balances	\$ 354,515.88	\$ 354,515.88

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

**Central Platte Valley Coord Metro Dist**  
**General Fund Statement of Revenues, Expenditures and Changes in**  
**Fund Balances - Budget and Actual**  
**For the Period Ending June 30, 2024**

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Intergovernmental Revenues	\$ 2,850,000.00	\$ 921,000.00	\$ 1,929,000.00
Transfers from other districts - Capital	350,000.00	-	350,000.00
Total Revenue	<u>3,200,000.00</u>	<u>921,000.00</u>	<u>2,279,000.00</u>
Expenditures			
General government			
Accounting	85,000.00	34,394.77	50,605.23
Auditing	5,000.00	-	5,000.00
Contingency	11,542.00	-	11,542.00
Directors' fees	6,000.00	1,900.00	4,100.00
District management	125,000.00	78,528.92	46,471.08
Dues and membership	4,500.00	5,837.50	(1,337.50)
Insurance	7,500.00	6,700.93	799.07
Legal	55,000.00	13,504.50	41,495.50
Miscellaneous	3,000.00	502.57	2,497.43
Onsite Management	120,000.00	45,425.20	74,574.80
Payroll taxes	458.00	-	458.00
Professional services - PR and communication	18,000.00	-	18,000.00
Operations and maintenance			
Landscaping and other maintenance	800,000.00	149,256.46	650,743.54
17th Street Gardens	365,000.00	59,065.94	305,934.06
Security	700,000.00	324,960.67	375,039.33
Millennium Bridge maintenance	285,000.00	78,426.03	206,573.97
Union Gateway Bridge maintenance	205,000.00	126,723.77	78,276.23
Engineering - repairs and maintenance			
Repairs and maintenance	50,000.00	-	50,000.00
Engineering - repairs and maintenance	<u>50,000.00</u>	<u>-</u>	<u>50,000.00</u>
Capital			
Art Funds	350,000.00	43,031.00	306,969.00
Total Expenditures	<u>3,196,000.00</u>	<u>968,258.26</u>	<u>2,227,741.74</u>
Net Change in Fund Balances	4,000.00	(55,377.26)	59,377.26
Fund Balance - Beginning	13,644.00	78,859.75	(65,215.75)
Fund Balance - Ending	<u>\$ 17,644.00</u>	<u>\$ 23,482.49</u>	<u>\$ (5,838.49)</u>

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## **SUPPLEMENTARY INFORMATION**

**CENTRAL PLATTE VALLEY COORDINATION METROPOLITAN DISTRICT**  
**Schedule of Cash Deposits & Investments**  
**June 30, 2024**  
 Updated as of July 29, 2024

	<b>General Fund</b>
<b><u>Wells Fargo Bank - Checking Account</u></b>	
Balance as of 06/30/24	\$ 54,695.63
Subsequent activities:	
07/01/24 Xcel ACH	(753.42)
07/02/24 Transfer from CPVMD	245,000.00
07/05/24 Denver Water ACH	(5,228.75)
07/05/24 Xcel ACH	(2,457.86)
07/10/24 Bill.com Payables	(232,250.36)
07/23/24 Bill.com Payables - Musicians	(4,000.00)
07/25/24 Century Link	(340.87)
<i>Anticipated Transfer from CPVMD</i>	<i>124,000.00</i>
<i>Anticipated Bill.com Payables</i>	<i>(128,468.52)</i>
<i>Anticipated Balance</i>	<i>\$ 50,195.85</i>

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**Central Platte Valley Coordination Metropolitan District - General Fund**

**Schedule of Maintenance Costs**

				<b>2023</b>	<b>2024</b>	<b>6/30/24</b>	<b>2024 13</b>	<b>Budget</b>
				<u>Actual</u>	<u>Budget</u>	<u>Actual</u>	<u>Estimated</u>	<u>Variance</u>
<u>Acct No.</u>	<u>Account Name:</u>	<u>Vendor/Description</u>	<u>Notes</u>					
107606		Denver Police - Off Duty (RPA)		296,641	360,000	162,828	360,000	-
		DDPBID Security		271,679	260,000	125,147	260,000	-
		Stealth Monitoring		72,470	70,000	36,740	70,000	-
		Additional Security		-	10,000	246	10,000	-
				<b>640,790</b>	<b>700,000</b>	<b>324,961</b>	<b>700,000</b>	<b>-</b>
	<b>Landscaping and Other Maintenance</b>							
107585	Landscaping and repairs	DCPS/Genesis	Annual contract	108,914	90,000	113,412	120,000	(30,000)
107584			DDBID	-	40,000	-	40,000	-
107584		Landscaping - Tree maintenance		91,978	120,000	11,750	120,000	-
107586		Landscaping - Tree replacement		8,223	10,000	6,655	10,000	-
107586		Other - Irrigation and other repairs						
107587	Lighting	Xcel	Pedestrian lights	15,365	20,000	6,030	20,000	-
107588	General maintenance/cleanup	DDPBID	Base contract	188,117	260,000	-	260,000	-
		Other	Encore	-	25,000	-	25,000	-
107593		Snow removal	DDBID	4,202	40,000	-	40,000	-
107589	Irrigation	Denver Water		6,784	6,000	3,263	6,000	-
107590	Fossil filters	Komac	Base contract - 55% to District	39,720	30,000	7,017	30,000	-
		Komac	Replacement	-	20,000	-	20,000	-
107592	Storm drainage	Annual storm drainage	2 locations	3,440	5,000	1,129	5,000	-
107591	Other	Gallegos/MGT/Encore	Granite repairs/electrical	42,398	50,000	-	50,000	-
		Seasonal/Holiday Lighting		-	80,000	-	80,000	-
		Contingency		-	4,000	-	4,000	-
				<b>509,141</b>	<b>800,000</b>	<b>149,256</b>	<b>830,000</b>	<b>(30,000)</b>
	<b>17th Street Gardens</b>							
107810	Landscaping	Landscape design/renovations	Includes temporary fencing	95,000	95,000	14,857	95,000	-
		Denver Commercial Property Services - annual contract		30,000	30,000	-	30,000	-
107812	Repairs and maintenance	DDBID		80,000	80,000	30,281	80,000	-
		Other repairs and maintenance	Orkin/stantec	40,000	40,000	257	40,000	-
		Seasonal lighting		12,000	12,000	-	12,000	-
107820		Activation		30,000	30,000	600	30,000	-
107815		Other	Musicians	75,000	75,000	12,390	75,000	-
107811	Irrigation	Denver Water	35% of 1678 Chestnut Place	3,000	3,000	681	3,000	-
				<b>365,000</b>	<b>365,000</b>	<b>59,066</b>	<b>365,000</b>	<b>-</b>

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**Central Platte Valley Coordination Metropolitan District - General Fund**

**Schedule of Maintenance Costs**

				<b>2023</b>	<b>2024</b>	<b>6/30/24</b>	<b>2024 14</b>	<b>Budget</b>
				<b>Actual</b>	<b>Budget</b>	<b>Actual</b>	<b>Estimated</b>	<b>Variance</b>
<u>Acct No.</u>	<u>Account Name:</u>	<u>Vendor/Description</u>	<u>Notes</u>					
	<b>Millennium Bridge/Mall/Fountain</b>							
107601	General Maintenance/Cleanup	EWUM/RPA		55,022	65,000	28,265	65,000	-
		DDPBID - Bridge maintenance		43,395	55,000	24,763	55,000	-
		Other		-	1,000	-	1,000	-
107602	Elevator	ThyssenKrupp	Maintenance contract	10,812	12,000	3,426	12,000	-
		ThyssenKrupp	Other repairs	16,367	25,000	4,265	25,000	-
		Other repairs	Gallegos/RPA/Horizon	2,872	2,500	2,312	2,500	-
		JT Specialty Services	Graffiti	3,794	5,000	1,825	5,000	-
		Long Mechanical		9,374	6,000	-	6,000	-
		Reflection Windows	Housing glass cleaning	6,000	10,000	3,000	10,000	-
		Fire Alarm system		4,014	7,000	-	7,000	-
		Integra phone charges		540	4,000	627	4,000	-
		Elevator permits/inspections		-	1,500	-	1,500	-
107603	Lighting	Xcel	16th Street A&B - Power to bridge	15,640	16,000	5,837	16,000	-
107604	Irrigation	16th Street Fountain		4,808	3,000	3,990	5,000	(2,000)
		Promenade Lofts/Western Proscapes		745	2,500	-	2,500	-
107605	Snow removal	DDPBID		-	15,000	-	15,000	-
107609	Other	68 West - Bridge maintenance		-	-	-	-	-
		Landscaping		-	10,000	-	10,000	-
		Encore Electric/Mathias/Connect		-	10,000	117	10,000	-
		Fountain repair/deck repairs		-	5,000	-	5,000	-
		Gallegos/Stantec/Commercial Lighting		12,884	20,000	-	20,000	-
		Millennium Bridge inspection		-	-	-	-	-
		Wood refinishing	Railing and benches	-	-	-	-	-
		Bridge painting		-	-	-	-	-
		Contingency		-	9,500	-	9,500	-
				<b>186,267</b>	<b>285,000</b>	<b>78,426</b>	<b>287,000</b>	<b>(2,000)</b>

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

**Central Platte Valley Coordination Metropolitan District - General Fund**

**Schedule of Maintenance Costs**

				<b>2023</b>	<b>2024</b>	<b>6/30/24</b>	<b>2024 15</b>	<b>Budget</b>
				<b>Actual</b>	<b>Budget</b>	<b>Actual</b>	<b>Estimated</b>	<b>Variance</b>
<u>Acct No.</u>	<u>Account Name:</u>	<u>Vendor/Description</u>	<u>Notes</u>					
	<b>Union Gateway Bridge</b>							
107701	General Maintenance/Cleanup	EWUM		48,711	60,000	30,500	60,000	-
		DDPBID - Bridge maintenance		33,694	50,000	15,791	50,000	-
		Other		466	2,000	-	2,000	-
107702	Elevator	Century Link		3,995	5,000	1,797	5,000	-
		ThyssenKrupp	Maintenance contract	10,440	13,000	2,701	13,000	-
		ThyssenKrupp	Other repairs	47,217	20,000	52,302	60,000	(40,000)
		JT Specialty	Graffiti	3,130	3,000	1,815	3,000	-
		Long Mechanical		870	5,000	870	5,000	-
		Reflection Windows	Housing glass cleaning	6,000	7,000	3,000	7,000	-
		Elevator permits/inspections		-	1,000	800	1,000	-
		Fire Alarm system		540	1,500	1,044	1,500	-
		Other	American Mechanical Services	400	1,500	2,451	3,000	(1,500)
107703	Lighting	Xcel		22,021	27,000	13,653	27,000	-
107704	Other	Other repairs	Encore	-	4,000	-	4,000	-
		68 West - Bridge maintenance		-	-	-	-	-
		Contingency		-	5,000	-	5,000	-
				<b>177,484</b>	<b>205,000</b>	<b>126,724</b>	<b>246,500</b>	<b>(41,500)</b>
				<b>1,878,682</b>	<b>2,355,000</b>	<b>738,434</b>	<b>2,428,500</b>	<b>(73,500)</b>
				(118,150)	50,000			
		DDPBID		708,863	880,000	207,732	880,000	-
		Denver Commercial Property Services		138,914	130,000	113,412	160,000	(30,000)
		EWUM/RPA		103,733	125,000	58,765	125,000	-
		68 West		-	-	-	-	-
		ThyssenKrupp		84,836	70,000	62,694	110,000	(40,000)
		JT Specialty		6,924	8,000	3,640	8,000	-
		Long Mechanical		10,244	11,000	870	11,000	-
		Reflection Windows		12,000	17,000	6,000	17,000	-
		Gallegos		55,282	70,000	-	70,000	-
		Livable Cities/MGT		95,000	95,000	14,857	95,000	-

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

**CENTRAL PLATTE VALLEY COORDINATION METROPOLITAN DISTRICT  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Services Provided**

The District, a quasi-municipal corporation and a political subdivision of the State of Colorado, was organized by order and decree of the District Court for the County of Denver on February 19, 2013 and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes). The District's service area is located in the City and County of Denver (City). The District operates under a Service Plan approved by the City Council on November 26, 2012.

The District was organized to implement a multi-district structure to more effectively accommodate both residential and commercial development within and without the District's physical boundaries.

On February 5, 2013, the District's voters authorized the District to collect, retain, and spend the full amount of all taxes, tax increment revenues, tap fees, park fees, facility fees, service charges, inspection charges, administrative charges, grants or any other fee, rate, toll, penalty, or charges authorized by law or contract to be imposed, collected or received by the District during 2013 and each fiscal year thereafter, such amounts to constitute a voter-approved revenue change and be collected, retained and spent by the District without regard to any spending, revenue-raising, or other limitation.

The District has no power to issue any debt and no authority to impose a mill levy upon any property within or without its boundaries. Rather, the primary source of revenue available to the District is based upon its ability to enter into inter-governmental agreements with other governmental entities (IGAs). The basic nature of these IGAs would be for a governmental entity with taxing or other revenue-generating authority, such as the Central Platte Valley Metropolitan District (CPV MD) to transfer revenues to the District, which would then use the funds to provide for the operation and maintenance of all of the improvements and the provision of public services not otherwise dedicated to third party entities.

In accordance with its Service Plan, the District is entirely responsible for coordinating the operation and maintenance of all public services and improvements throughout the development. It is anticipated that all capital improvements will be owned and maintained by CPV MD or dedicated to the City or to such other governmental entity as appropriate.

The District has no employees, and all administrative functions are contracted.

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



**CENTRAL PLATTE VALLEY COORDINATION METROPOLITAN DISTRICT  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Revenues**

**Intergovernmental Revenue**

On October 8, 2013, the District entered into an intergovernmental agreement (IGA) with Central Platte Valley Metropolitan District (CPV MD). Per this Agreement, payments from CPV MD represent transfers from CPV MD to the District to provide funding for the overall administrative and operating costs for both Districts, as well as to pay administrative capital costs.

During 2024, it is anticipated that the District will receive \$3,200,000 from CPV MD - \$2,850,000 will be used for general government, operations and maintenance expenditures, and \$350,000 will be used for administrative capital costs.

**Expenditures**

**Administrative and Operational Expenditures**

Administrative expenditures include the services necessary to maintain the District's administrative viability such as accounting and audit, engineering, insurance, legal, management, and meeting expenses. Operational expenditures in 2024 include the security and maintenance of areas within the District and the excluded area, including the 17<sup>th</sup> Street Gardens, Union Gateway Bridge and the Millennium Bridge, fountain, and elevators. These expenditures are based on estimates of the District's Board of Directors and consultants.

**Capital Expenditures**

The 2024 anticipated capital expenditures include amounts for art funds within CPV MD as detailed on page 1 of the budget.

**Debt and Leases**

The District has no outstanding debt nor any capital or operating leases.

**Reserves**

**Emergency Reserve**

TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3% of fiscal year spending. Since all funds received by the District are transferred from CPV MD, an emergency reserve is not reflected in the District's 2024 Budget. Therefore, the Emergency Reserve related to the District's revenue is reported in CPV MD.

Central Platte Valley Coordination Metropolitan District  
 Schedule of Payables as of July 29, 2024  
 Paid August 6, 2024

Vendor	Invoice #	Date	Approval Status	Payment Status	Open Balance	
Briana Harris	7/2/2024	7/2/2024	Approving	Unpaid	\$ 250.00	\$ 250.00
Casey Sidwell	0715/24	7/15/2024	Approving	Unpaid	500.00	500.00
Cassidy Bacon	7/11/2024	7/11/2024	Approving	Unpaid	250.00	250.00
Century Link	303-436-9655JUN24	6/25/2024	Approving	Unpaid	249.92	
Century Link	303-629-3660JUL24	7/4/2024	Approving	Unpaid	90.95	340.87
Citadel Group LLC	7/4/2024	7/4/2024	Approving	Unpaid	250.00	250.00
City and County of Denver	SD FEE 24-028	6/15/2024	Approving	Unpaid	3,000.00	3,000.00
Dechen Hawk , LLC	7/12/2024	7/12/2024	Approving	Unpaid	250.00	250.00
Denver Commercial Property Services	2294	5/1/2024	Approving	Unpaid	3,220.95	
Denver Commercial Property Services	3213	7/1/2024	Approving	Unpaid	3,220.94	
Denver Commercial Property Services	3363	7/2/2024	Approving	Unpaid	1,960.96	
Denver Commercial Property Services	3525	7/12/2024	Approving	Unpaid	743.25	
Denver Commercial Property Services	3558	7/16/2024	Approving	Unpaid	1,788.00	10,934.10
DENVER WATER	0592267648JUL24	7/11/2024	Approving	Unpaid	31.60	
DENVER WATER	8489380088JUL24	7/11/2024	Approving	Unpaid	1,246.00	
DENVER WATER	4661150000JUL24	7/11/2024	Approving	Unpaid	586.00	
DENVER WATER	3804050000JUL24	7/11/2024	Approving	Unpaid	856.95	
DENVER WATER	8291430350JUL24	7/11/2024	Approving	Unpaid	58.00	
DENVER WATER	4987054226JUL24	7/11/2024	Approving	Unpaid	685.00	3,463.55
Diversified Underground Inc	30031	6/30/2024	Approving	Unpaid	25.00	25.00
Downtown Denver BID	SEC39688-24-6/07/24-6/20/24	6/20/2024	Approving	Unpaid	9,839.43	
Downtown Denver BID	TR-39682-24-05-549-35046-000	6/25/2024	Approving	Unpaid	11,750.00	
Downtown Denver BID	SEC39730-24-6/12/24-7/04/24	7/4/2024	Approving	Unpaid	10,298.36	31,887.79
East West Urban Management	Office Supplies 5/28/24-6/26/24	6/26/2024	Approving	Unpaid	18.55	
East West Urban Management	6/30 UG	6/30/2024	Approving	Unpaid	4,629.09	
East West Urban Management	6/30 MG	6/30/2024	Approving	Unpaid	3,836.96	
East West Urban Management	Access 7/1/24	7/1/2024	Approving	Unpaid	5.41	
East West Urban Management	6/30 Mgmt	7/22/2024	Approving	Unpaid	8,390.44	16,880.45
Eric Moon	7/18/2024	7/18/2024	Approving	Unpaid	500.00	500.00
FASTSIGNS	221-106704	5/31/2024	Approving	Unpaid	494.00	
FASTSIGNS	221-106790	6/18/2024	Approving	Unpaid	197.79	
FASTSIGNS	221-106905	6/25/2024	Approving	Unpaid	197.79	889.58
Jaiel Mitchell	7/19/2024	7/19/2024	Approving	Unpaid	500.00	500.00
Joel Ansett	7/17/2024	7/17/2024	Approving	Unpaid	250.00	250.00
JT Specialty Services	21946	6/19/2024	Approving	Unpaid	605.00	
JT Specialty Services	21951	7/12/2024	Approving	Unpaid	265.00	870.00
Lia Davis	7/16/2024	7/16/2024	Approving	Unpaid	750.00	750.00
LONG Building Technologies, Inc	SCPAY0001237	7/12/2024	Approving	Unpaid	984.00	984.00
LV Events & PR	2024-028	7/9/2024	Approving	Unpaid	1,302.09	1,302.09
Mark Oblinger	7/3/2024	7/3/2024	Approving	Unpaid	750.00	750.00
Megan Burt	INV-0036	7/5/2024	Approving	Unpaid	1,750.00	
Megan Burt	7/9/2024	7/9/2024	Approving	Unpaid	500.00	2,250.00
Miller and Associates Law Offices	1194	6/30/2024	Approving	Unpaid	1,284.50	1,284.50
Mudhead Music Inc	7/22/2024	7/22/2024	Approving	Unpaid	500.00	500.00
Rachel Taulbee LLC	7/5/2024	7/5/2024	Approving	Unpaid	250.00	250.00
Reflection Windows & Doors LLC	95351	6/22/2024	Approving	Unpaid	500.00	
Reflection Windows & Doors LLC	95350	6/22/2024	Approving	Unpaid	500.00	
Reflection Windows & Doors LLC	95506	7/8/2024	Approving	Unpaid	500.00	
Reflection Windows & Doors LLC	95507	7/8/2024	Approving	Unpaid	500.00	2,000.00
Riverfront Park Association	Verizon 9962553727	4/29/2024	Approving	Unpaid	28.87	
Riverfront Park Association	Verison 9967510964	6/25/2024	Approving	Unpaid	30.78	
Riverfront Park Association	SEC 6/10/24-6/23/24	6/25/2024	Approving	Unpaid	12,750.00	
Riverfront Park Association	SEC 6/24/24-7/07/24	7/9/2024	Approving	Unpaid	14,365.00	
Riverfront Park Association	SEC 6/24/24-7/07/24 no.2	7/15/2024	Approving	Unpaid	340.00	27,514.65
Stantec Architecture Inc.	2257795	7/12/2024	Approving	Unpaid	7,325.50	7,325.50
Stealth Monitoring Inc	IN395824	6/28/2024	Approving	Unpaid	280.00	
Stealth Monitoring Inc	IN396224	7/1/2024	Approving	Unpaid	5,750.00	6,030.00
Teresa Suydam	7/8/2024	7/8/2024	Approving	Unpaid	500.00	500.00
Turfscapes of Colorado, Inc	8645 no. 2	4/19/2024	Approving	Unpaid	2,700.57	2,700.57
Utility Notification Center of Colorado	224060364	6/30/2024	Approving	Unpaid	6.45	6.45
Xcel Energy	53-2026712-7JUL24	7/1/2024	Approving	Unpaid	751.46	
Xcel Energy	53-0010034496-2JUL24	7/12/2024	Approving	Unpaid	201.45	
Xcel Energy	53-9105366-2JUL24	7/15/2024	Approving	Unpaid	1,096.05	
Xcel Energy	53-2026711-6JUL24	7/15/2024	Approving	Unpaid	1,230.46	3,279.42
					<u>\$ 128,468.52</u>	<u>\$ 128,468.52</u>

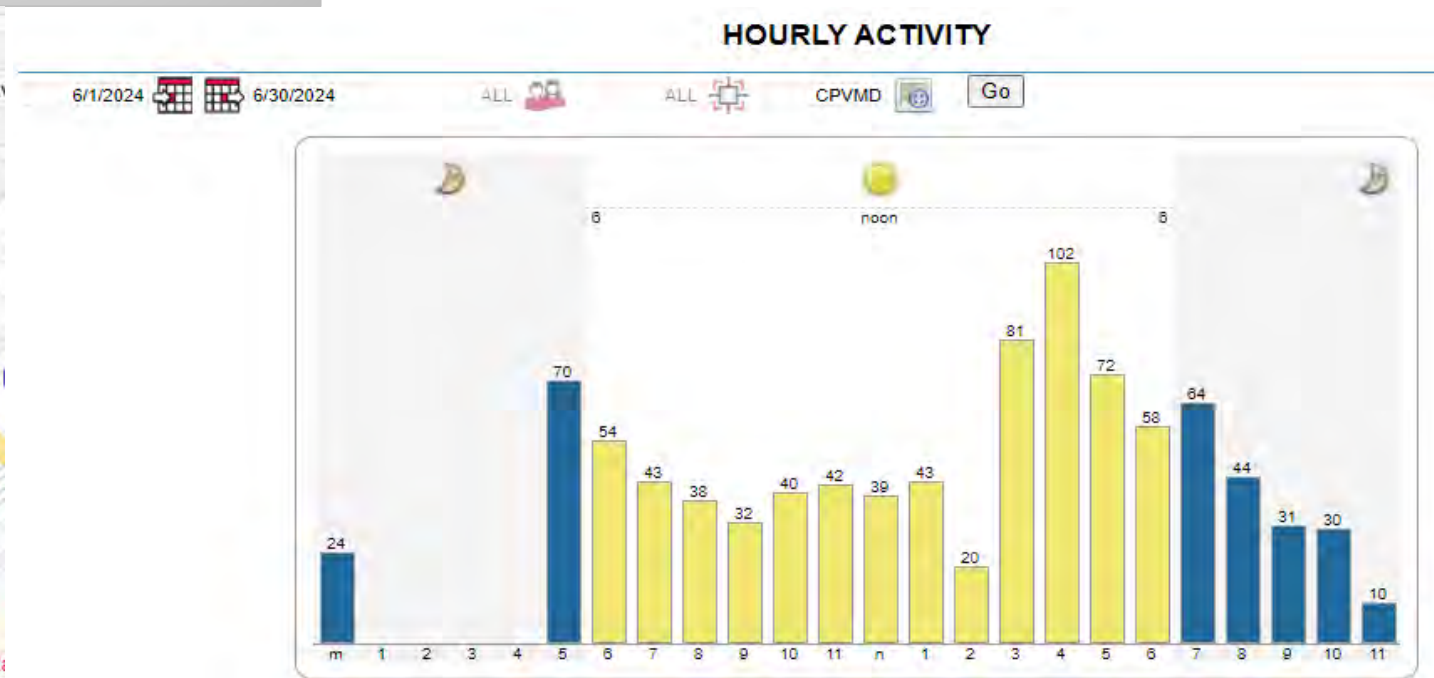
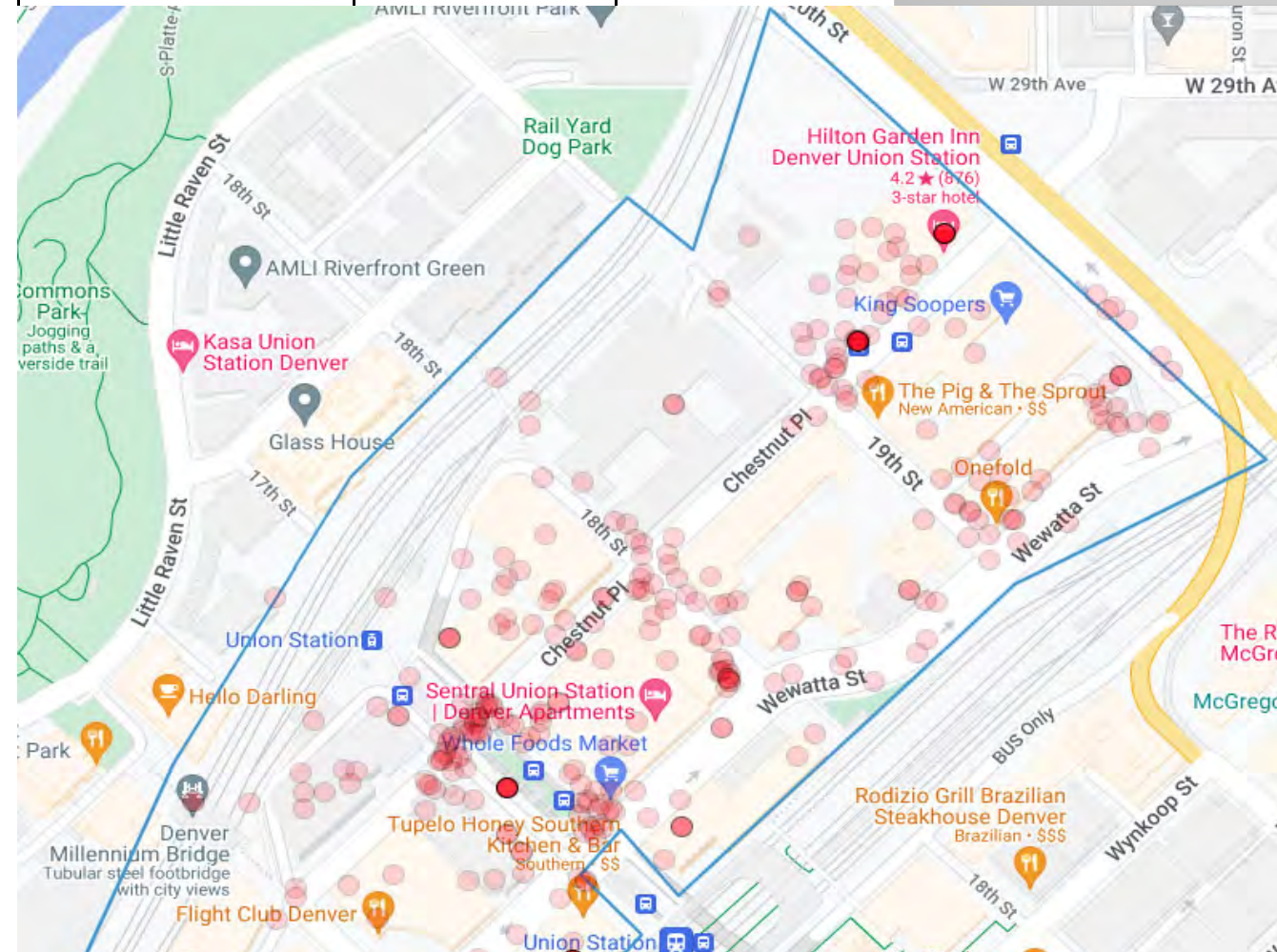
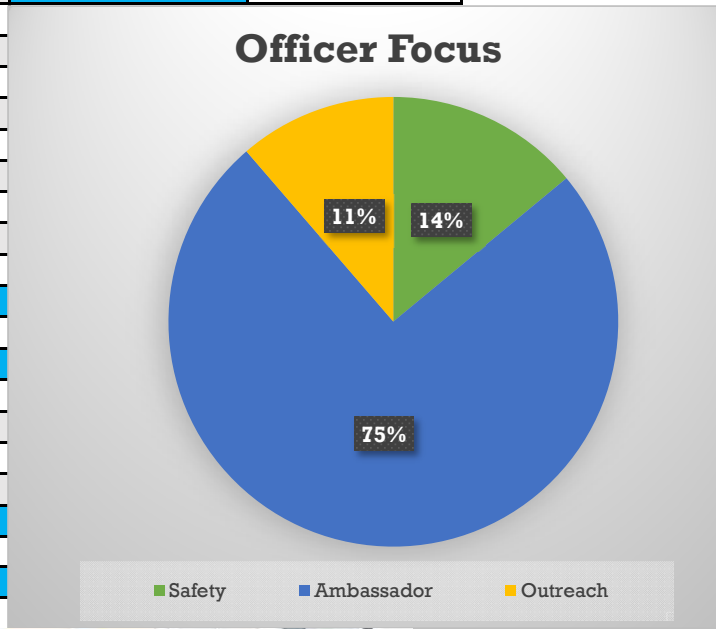
No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

# Allied Universal Security Report

Safety	June 1st-30th	YTD	Safety	614
Aggressive Panhandling	0	0	<b>Ambassador</b>	3280
Assault	0	1	<b>Outreach</b>	498
Disturbance	29	177		
Injury/Illness	0	7		
Park Curfew Violation	0	0		
Public Intoxication	1	7		
Public Urination	2	3		
Public Use of Drugs	1	17		
Trespass	35	175		
Unauthorized Camping	17	86		
Vandalism	34	141		
<b>Totals</b>	<b>119</b>	<b>614</b>		

Ambassador	June 1st-30th	YTD
Assistance (Directions/Info)	104	358
Business Checks	596	2911
Lost property	0	1
Positive Comment	1	10
<b>Totals</b>	<b>701</b>	<b>3280</b>

Outreach	June 1st-30th	YTD
Welfare Check	101	498





## AUTHORIZATION FOR ADDITIONAL SERVICES

		Date	9 July 2024
“Stantec”	Stantec Architecture Inc.	Stantec Project #	2270476101
		Stantec Pipeline #	972746
	410 17 <sup>th</sup> Street, Suite 1400, Denver, CO 80202 Ph: (303) 575-8450 email: rachel.fitzgerald@stantec.com		
Client	The Central Platte Valley Metropolitan District	Client Project #	-
	8390 E Crescent Pkwy, Suite 300, Greenwood Village, CO 80111 Ph: email: anna.jones@claconnect.com		
Project Name and Location:	17th Street Gardens - Denver, CO	Change Order #	ASR02

This is authorization for Stantec to perform additional services on the project as noted above.

Stantec agrees to perform the following additional service(s):

Based on site walks, contractor coordination, and communication with the City, it was determined that the caissons for the light pole supporting foundations require a separate permit and rebar cage inspection. This work is beyond what was included in our original scope of work. This work is required for site work to proceed and prior to back-fill on the site.

Structural Engineering:

- 1) Design and detail alternate base plate for light pole attachment to caissons.
- 2) Design and detail alternate caisson footing.
- 3) Design and detail foundation for AV panel, including Unistrut frame and foundations to support the frame.
- 4) Design and detail epoxy anchor attachment into existing concrete slab.
- 5) Expedited communication with the city for advancing permit approvals beyond traditional approach.

Project Management:

- 1) Project support and correspondences related to the facilitation of the additional services as outlined above.

Client agrees to compensate Stantec for such additional services in accordance with the terms of the initial agreement for additional amount(s) stated below.

The above scope of work will be billed as time and materials with the proposed maximum upset values:

Service	Total
Structural Additional Services	\$5,500.00
Project Management Additional Services	\$1,850.00
<b>Total Additional Services</b>	<b>\$7,350.00</b>

All other terms and conditions of the original agreement shall remain in full force and effect.

Effect on Schedule: This additional design scope for permit documentation has been completed and submitted to the City, due to the schedule impacts this work was prioritized and has been completed.



# AUTHORIZATION FOR ADDITIONAL SERVICES

By signing below, the parties agree and affirm that each has reviewed and understands the provisions set out above and that each party shall be bound by each and all of said provisions. A copy of this agreement shall serve and may be relied upon as an original.

**Stantec Architecture Inc.**

Rachel Fitzgerald - Principal

Print Name and Title

Signature

Digitally signed by Fitzgerald, Rachel  
Contact Info: Rachel.Fitzgerald@stantec.com  
Date: 2024.07.09 16:48:27 -0600

Date Signed:

7/9/2024

**The Central Platte Valley Metropolitan District**

Jason Dorfman

President

Print Name and Title

Signature

DocuSigned by:  
*Jason Dorfman*

Date Signed:

F4D7C5399854403  
7/23/2024



1515 Arapahoe St, Tower 3 Suite 100  
Denver, CO 80202

DATE June 20, 2024

**Proposal For:**

Central Platte Valley MD  
ATTN: Shauna D Arato  
Denver, CO 80202

Quotation valid until: June 27, 2024

Prepared by: Ryan Butcher  
Senior Specialist, Downtown Environment  
rbutcher@downtowndenver.com  
303-472-0127

Scope of Work: Replacement of 5 trees in grates throughout the district

Description	Unit Cost	Quantity	AMOUNT
Planting of 2.5" caliper trees at eight locations Four trees in front of The Colorado (north 4 of 8 trees) site IDs 316490, 181796, 181795, 181794 One tree in front of Fidelity Investments site ID 328713 Trees will be oak & hackberry. The maples that have been planted in these locations have not survived.	\$ 2,350.00	5	\$ 11,750.00
<b>TOTAL</b>			<b>\$ 11,750.00</b>

THANK YOU FOR YOUR BUSINESS!

Downtown Denver BID: DocuSigned by:  
Vincent Martinez  
Authorized Signature AD13C3F1C871432...  
\_\_\_\_\_  
Vincent Martinez  
Printed Name  
Senior Director, Downtown Environment  
Title  
7/22/2024  
Date

Property Representative: DocuSigned by:  
Jason Dorfman  
Signature F4D7C5399054403...  
\_\_\_\_\_  
Jason Dorfman  
Printed Name  
President  
Title  
7/23/2024  
Date

- 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](mailto: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..

### **Required hardware and software**

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.


By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- 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.



**REQUEST FOR RESOLUTION FOR A TIER III ENCROACHMENT PERMIT**

**TO:** Ivone Avila-Ponce, City Attorney's Office

**FROM:** Glen Blackburn, PE, Director, Right of Way Services 

**PROJECT NO.:** 2023-ENCROACHMENT-0000156

**DATE:** May 31, 2024

**SUBJECT:** Request for a Resolution granting a revocable permit, subject to certain terms and conditions, to Central Platte Valley Metropolitan District, their successors and assigns, to encroach into the right-of-way with a 4-foot tall fence, with up to 25 linear feet of 6-foot tall fence on the northeast perimeter only, around the community gardens along 17th Street between Wewatta Street and Chestnut Place.

**It is requested that the above subject item be placed on the next available Mayor Council Agenda.**

This office has investigated the request from Todd Wenskoski of Livable Cities Studio dated August 30, 2023, on behalf of Central Platte Valley Metropolitan District for the granting of the above subject permit.

This matter has been checked by this office and has been coordinated with DOTI ROWS DES Transportation; CPD DS Project Review Coordinator; DOTI ROWS Survey; DOTI ROWS DES Wastewater; City Council District 10; DOTI ROWS ER Transportation & Wastewater; CenturyLink/Lumen; Xcel Energy; Regional Transportation District; Comcast; Metro Water Recovery; DOTI Street Maintenance; Office of Emergency Management; CPD Building Department; DOF Real Estate; Denver Fire Department; Denver Water; Parks & Recreation; DOTI Policy & Planning; Office of Disability Rights; DOTI ROWS Construction Engineering; DOTI TES Sign & Stripe; City Forester; Historic Preservation/Landmark; Colorado Department of Transportation; Environmental Services; all of whom have indicated no objection for the proposed encroachment.

As a result of the investigations, it has been determined that there is no objection to the granting of the revocable permit.

Therefore, you are requested to initiate Council action for the granting of a revocable permit, subject to certain terms and conditions, to Central Platte Valley Metropolitan District, their successors and assigns, to encroach into the right-of-way with a 4-foot tall fence, with up to 25 linear feet of 6' tall fence on the northeast perimeter only, around the community gardens along 17th Street between Wewatta Street and Chestnut Place.

**INSERT ENCROACHMENT AREA LEGAL DESCRIPTION ROW 2023-ENCROACHMENT-0000156-002  
HERE****STANDARD PROVISIONS**

The revocable permit ("Permit") granted by this Resolution is expressly granted upon and subject to each and all of the following terms and conditions (terms not defined herein are defined in the Rules and Regulations Governing Encroachments & Encumbrances in the Public Right of Way):

(a) Permittee shall obtain a street occupancy permit, street cut permit, and/or ROW construction permit from the City's Department of Transportation and Infrastructure ("DOTI") Permit Operations through [www.denvergov.org/dotipermits](http://www.denvergov.org/dotipermits) prior to commencing construction.

City and County of Denver Department of Transportation & Infrastructure  
Right-of-Way Services | Engineering & Regulatory  
201 W Colfax Ave, Dept 507 | Denver, CO 80202  
[www.denvergov.org/rowplanreview](http://www.denvergov.org/rowplanreview)  
Phone: (720) 865-3003



(b) Permittee shall be responsible for obtaining all necessary permits and shall pay all costs for installation and construction of items permitted herein.

(c) If the Permittee intends to install any underground facilities in or near a Public road, street, alley, ROW or utility easement, the Permittee shall join the Statewide Notification Association of Owners and Operators of Underground Facilities by contacting the Utility Notification Center of Colorado (Colorado 811) through <https://colorado811.org/> or at 303-232-1991, 16361 Table Mountain Pkwy, Golden, Colorado, 80403. Further, Permittee shall contact the Utility Notification Center (Colorado 811) at <https://colorado811.org/> or 303-232-1991 to request locates for existing underground facilities prior to commencing excavation.

(d) Permittee is fully responsible for any and all damages incurred to facilities of Denver Water and any other Utility Company, and/or drainage facilities for water and sewage of the City and County of Denver due to activities authorized by the Permits. Should the relocation or replacement of any drainage facilities for water and sewage of the City and County of Denver become necessary as determined by the City's Executive Director of DOTI ("Executive Director"), in the Executive Director's sole and absolute discretion, Permittee shall pay all cost and expense of the portion of the water and/or sewer facilities affected by the Encroachment(s). The extent of the affected portion to be replaced and relocated by Permittee shall be determined by the Executive Director. Any and all replacement or repair of facilities of Denver Water and any other Utility Company, and/or drainage facilities for water and sewage of the City and County of Denver attributed to the Permittee shall be made by Denver Water, Utility Company, and/or the City and County of Denver at the sole expense of the Permittee. In the event the Permittee's facilities are damaged or destroyed due to Denver Water's, Utility Company's, or the City and County of Denver's repair, replacement and/or operation of its facilities, repairs will be made by Permittee at its sole expense. Permittee agrees to defend, indemnify and hold the City harmless and to repair or pay for the repair of any and all damages to said water, storm, sanitary sewer facilities or other Utility Company facilities, or those damages resulting from the failure of the water, storm, sanitary sewer facilities or other Utility Company facilities to properly function because of the Encroachment(s).

(e) Permittee shall comply with all requirements of affected Utility Companies and pay for all costs of removal, relocation, replacement or rearrangement of Utility Company facilities. Existing utility facilities shall not be utilized, obstructed or disturbed.

(f) All construction in, under, on or over the Encroachment Area shall be accomplished in accordance with the Building Code and [City and County of Denver Department of Transportation & Infrastructure Transportation Standards and Details for the Engineering Division.](#)

(g) Permittee shall observe and comply with all Federal, State and local laws, regulations, ordinances, and public safety requests regarding the use of the Encroachment Area.

(h) Plans and Specifications governing the construction of the Encroachment(s) shall be approved by DOTI prior to construction.

(i) Permittee shall pay all costs of construction and maintenance of the Encroachment(s). Upon revocation of the Permit or upon abandonment, Permittee shall pay all costs of removing the Encroachment(s)

**City and County of Denver Department of Transportation & Infrastructure**  
**Right-of-Way Services | Engineering & Regulatory**  
201 W Colfax Ave, Dept 507 | Denver, CO 80202  
[www.denvergov.org/rowplanreview](http://www.denvergov.org/rowplanreview)  
Phone: (720) 865-3003



from the Encroachment Area and restore the Encroachment Area to a condition in accordance with [City and County of Denver Department of Transportation & Infrastructure Transportation Standards and Details for the Engineering Division](#) under the supervision of DOTI.

(j) Permittee shall remove and replace any and all street/alley paving, Sidewalks, Streetscapes, Amenity Zones, and curb and gutter, both inside the Encroachment Area and in the rights-of-way adjacent thereto, that become broken, damaged or unsightly during, in the opinion of DOTI, the course of construction or maintenance of the Encroachment(s). In the future, Permittee shall also remove, replace or repair any street/alley paving, Sidewalks, and curb and gutter that become broken or damaged when, in the opinion of DOTI, the damage has been caused by the Encroachment(s) or the activity of the Permittee within the Encroachment Area. All repair work shall be accomplished without cost to the City and under the supervision of DOTI.

(k) The City reserves the right to make an inspection of the Encroachment(s) and the Encroachment Area.

(l) During the existence of the Encroachment(s) and the Permit, Permittee, its successors and assigns, at its expense, and without cost to the City, shall procure and maintain Commercial General Liability insurance policy with a limit of not less than \$1,000,000 per occurrence. All coverages are to be arranged on an occurrence basis and include coverage for those hazards normally identified as X.C.U. during construction. The insurance coverage required herein constitutes a minimum requirement and such enumeration shall in no way be deemed to limit or lessen the liability of the Permittee, its successors or assigns, under the terms of this Permit. All insurance coverage required herein shall be written in a form and by a company or companies approved by the Risk Manager of the City and authorized to do business in the State of Colorado. A certified copy of all such insurance policies shall be filed with the Executive Director, and each such policy shall contain a statement therein or endorsement thereon that it will not be canceled or materially changed without written notice, by registered mail, to the Executive Director at least thirty (30) days prior to the effective date of the cancellation or material change. The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers shall be included as Additional Insured.

(m) In addition to the requirement herein to comply with all laws, Permittee shall comply with the provisions of Article IV (Prohibition of Discrimination in Employment, Housing and Commercial Space, Public Accommodations, Educational Institutions and Health and Welfare Services) of Chapter 28 (Human Rights) of the DRMC. The failure to comply with any such provision shall be a proper basis for revocation of the Encroachment(s).

(n) The right to revoke the Permit at any time for any reason and require the removal of the Encroachment(s) is expressly reserved to the City.

(o) By Permittee's use of this Permit and the Encroachment Area, Permittee agrees to the following:

- i. Permittee agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands

**City and County of Denver Department of Transportation & Infrastructure**  
**Right-of-Way Services | Engineering & Regulatory**  
 201 W Colfax Ave, Dept 507 | Denver, CO 80202  
[www.denvergov.org/rowplanreview](http://www.denvergov.org/rowplanreview)  
 Phone: (720) 865-3003

for damages to persons or property arising out of, resulting from, or relating to this Permit and the Encroachment(s) ("Claims"). This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Permittee or its subcontractors either passive or active, irrespective of fault, including City's negligence whether active or passive.

ii. Permittee's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether claimant has filed suit on the Claim. Permittee's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

iii. Permittee will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

iv. Insurance coverage requirements specified in this Encroachment Permit shall in no way lessen or limit the liability of Permittee under the terms of this indemnification obligation. Permittee shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

v. This defense and indemnification obligation shall survive the expiration or termination of this Permit.

(p) Pursuant to Chapter 49 of the DRMC, DOTI is authorized to remove or to order the removal of any article, vehicle, object or thing whatsoever encroaching into any street, alley, Sidewalk, or other public way or place.

(q) No third party, person or agency, except for an authorized Special District, may place the Encroachment(s) in front of a property without written permission of the adjacent property owner.

(r) Permittee's use of the ROW for placement of the Encroachment(s) does not create a property right or ownership interest of any kind in the Encroachment Area to the Permittee.

(s) All Encroachment(s) in Amenity Zones containing existing Public Trees and/or with the potential to impact tree roots or tree canopy must be pre-approved by the Office of the City Forester (OCF), by contacting them at [forestry@denvergov.org](mailto:forestry@denvergov.org) or 720-913-0651. Encroachment(s) cannot be attached to or damage any Public Tree, and any damage shall be reported to the OCF immediately for mitigation. All trenching, excavation and grading activities within the Dripline of any Public Tree must be pre-approved by the OCF. City permits are required for the planting or removal of any Public Trees and can be obtained by emailing [forestry@denvergov.org](mailto:forestry@denvergov.org).

(t) All disturbances associated with construction of the Encroachment(s) shall be managed as required by City standards for erosion control which may require standard notes or CASDP permitting depending on location and scope of project.

(u) Encroachment(s) proposed adjacent to a designated park or within a dedicated parkway shall require the City's Department of Parks and Recreation approval prior to installation.

(v) Encroachment(s) attached to a building may require building and/or zoning permits from the City's Department of Community Planning and Development.

(w) Encroachment(s) in the regulatory floodplain shall require a SUDP and comply with Chapter 4 Floodplain Regulations of the "Storm Drainage Design and Technical Criteria", Chapter 12 Floodplain Management of the "DOTI Rules and Regulations Governing Sewerage Charges and Fees and Management of Wastewater" and the City Floodplain Ordinance in DRMC Section 56-200 through 56-206. Above ground Encroachment(s) in a Floodway require a No-Rise Certification sealed and signed by a Professional Engineer licensed in the State of Colorado. If there is any rise in Base Flood Elevations, a Conditional Letter of Map Revision (CLOMR) and LOMR will be required.

(x) Only clean soil may be brought onto an Encroachment Area. Verification of soil quality must be provided if requested. Material removed from an Encroachment Area must be properly disposed and is the responsibility of the Permittee.

## **SPECIAL CONDITIONS FOR THIS PERMIT**

(a) None

A map of the area is attached hereto.

GB: vw

cc: Asset Management,  
City Council Office, Luke Palmisano  
Councilperson and Aides  
Department of Law, Bradley Beck  
Department of Law, Deanne Durfee  
Department of Law, Maureen McGuire  
Department of Law, Martin Plate  
Department of Law, Ivone Avila-Ponce  
DOTI, Alba Castro  
DOTI, Nicholas Williams  
Project File

Authorized Special  
District:  
Anna Jones  
Central Platte Valley  
Metropolitan District  
8390 E Crescent Pkwy  
#300  
Greenwood Village, CO  
80111

Agent:  
Todd Wenskoski  
Livable Cities Studio  
3827 Lafayette St #135  
Denver, CO 80205

**ORDINANCE/RESOLUTION REQUEST**

Please email requests to the Mayor’s Legislative Team at [MileHighOrdinance@DenverGov.org](mailto:MileHighOrdinance@DenverGov.org) by 9 a.m. Friday. Contact the Mayor’s Legislative team with questions

Date of Request: May 31, 2024

Please mark one:  Bill Request or  Resolution Request

**1. Type of Request:**

- Contract/Grant Agreement     Intergovernmental Agreement (IGA)     Rezoning/Text Amendment
- Dedication/Vacation     Appropriation/Supplemental     DRMC Change
- Other: Tier III Resolution

**2. Title:** (Start with *approves, amends, dedicates*, etc., include name of company or contractor and indicate the type of request: grant acceptance, contract execution, contract amendment, municipal code change, supplemental request, etc.)

Request for a Resolution granting a revocable permit, subject to certain terms and conditions, to Central Platte Valley Metropolitan District, their successors and assigns, to encroach into the right-of-way with a 4-foot tall fence, with up to 25 linear feet of 6-foot tall fence on the northeast perimeter only, around the community gardens along 17th Street between Wewatta Street and Chestnut Place.

**3. Requesting Agency:** DOTI, Right-of-Way Service, Engineering and Regulatory

**4. Contact Person:**

Contact person with knowledge of proposed ordinance/resolution (e.g., subject matter expert)	Contact person for council members or mayor-council
Name: Vanessa West	Name: Nicholas Williams
Email: <a href="mailto:Vanessa.west@denvergov.org">Vanessa.west@denvergov.org</a>	Email: <a href="mailto:Nicholas.Williams@denvergov.org">Nicholas.Williams@denvergov.org</a>

**5. General description or background of proposed request. Attach executive summary if more space needed:**

Request for a Resolution granting a revocable permit, subject to certain terms and conditions, to Central Platte Valley Metropolitan District, their successors and assigns, to encroach into the right-of-way with a 4-foot tall fence, with up to 25 linear feet of 6-foot tall fence on the northeast perimeter only, around the community gardens along 17th Street between Wewatta Street and Chestnut Place.

**6. City Attorney assigned to this request (if applicable):** Martin Plate

**7. City Council District:** Council Person Chris Hinds, District 10

**8. \*\*For all contracts, fill out and submit accompanying Key Contract Terms worksheet\*\***

*To be completed by Mayor’s Legislative Team:*

Resolution/Bill Number: \_\_\_\_\_

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

### Key Contract Terms

Type of Contract: (e.g. Professional Services > \$500K; IGA/Grant Agreement, Sale or Lease of Real Property):

Vendor/Contractor Name (including any dba's):

Contract control number (legacy and new):

Location:

Is this a new contract?  Yes  No Is this an Amendment?  Yes  No If yes, how many? \_\_\_\_\_

Contract Term/Duration (for amended contracts, include existing term dates and amended dates):

Contract Amount (indicate existing amount, amended amount and new contract total):

<i>Current Contract Amount (A)</i>	<i>Additional Funds (B)</i>	<i>Total Contract Amount (A+B)</i>

<i>Current Contract Term</i>	<i>Added Time</i>	<i>New Ending Date</i>

Scope of work:

Was this contractor selected by competitive process? If not, why not?

Has this contractor provided these services to the City before?  Yes  No

Source of funds:

Is this contract subject to:  W/MBE  DBE  SBE  XO101  ACDBE  N/A

WBE/MBE/DBE commitments (construction, design, Airport concession contracts):

Who are the subcontractors to this contract?

*To be completed by Mayor's Legislative Team:*

Resolution/Bill Number: \_\_\_\_\_

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



## RESOLUTION FOR A TIER III ENCROACHMENT EXECUTIVE SUMMARY

**An Encroachment is a privately-owned improvement located in or projecting over or under the public right-of-way.**

**Application Title:** 2023-ENCROACHMENT-0000156 - Tier III - CPV 17th St Gardens - Fence

**Encroachment Owner:** Central Platte Valley Metropolitan District

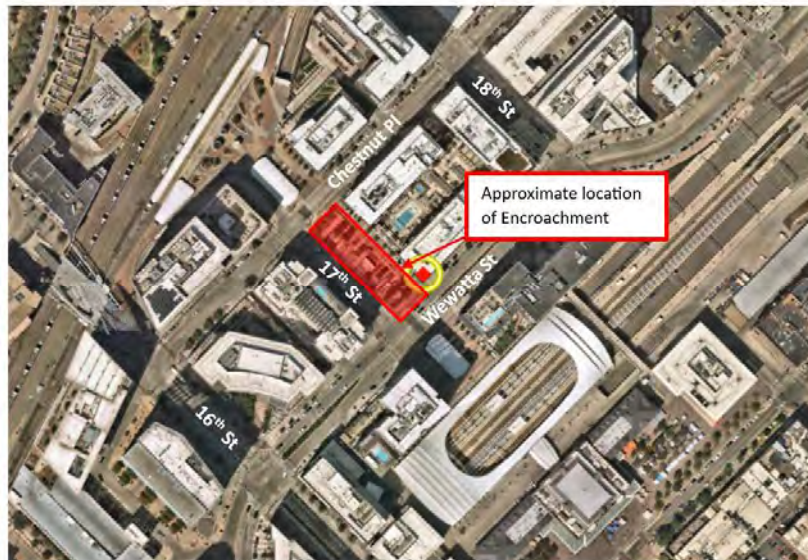
**Description of Proposed Encroachment:** Request for a Resolution granting a revocable permit, subject to certain terms and conditions, to Central Platte Valley Metropolitan District, their successors and assigns, to encroach into the right-of-way with a 4-foot tall fence, with up to 25 linear feet of 6-foot tall fence on the northeast perimeter only, around the community gardens along 17th Street between Wewatta St. and Chestnut Place.

**Applicant's explanation of why the Public Right-of-Way must be utilized for their private improvement:** The Central Platte Valley Metropolitan District (CPVMD) has closed the existing gardens off for 2-years using chain link fences due to challenges with use. The improvements are proposed to protect the community gardens, which will be open during the day and closed in the evenings. The entire area will continue to be maintained by the CPVMD in accordance with all previous agreements in place with the city.

**Annual Fees:** \$200.00 per year

**Additional Information:** None

**Location Map:**



City and County of Denver Department of Transportation & Infrastructure  
Right-of-Way Services | Engineering & Regulatory  
201 W Colfax Ave, Dept 507 | Denver, CO 80202  
[www.denvergov.org/rowplanreview](http://www.denvergov.org/rowplanreview)  
Phone: (720) 865-3003

## EXHIBIT A

A portion of land located in the Northeast Quarter of Section 33, and in the Southeast Quarter of Section 28, all in Township 3 South, Range 68 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

Commencing at a point at the intersection of 17th St. and Chestnut Pl. monumented with a found Range Point in box with a 2" aluminum cap marked "CCD RANGE POINT PLS 38189" (unknown rebar size) whence a Range Point in box at the intersection of said 17th St. and Wewatta St. monumented with a 2" aluminum cap marked "CCD RANGE POINT PLS 38189" (unknown rebar size) bears S44°35'34"E being the Basis of Bearings;

Thence, N85°59'45"E, a distance of 60.57 feet to the Point of Beginning;  
 Thence, S44°35'34"E, a distance of 247.45 feet;  
 Thence, S44°56'31"W, a distance of 57.46 feet;  
 Thence, N44°35'34"W, a distance of 247.18 feet;  
 Thence, N44°40'10"E, a distance of 57.46 feet to said Point of Beginning.

Said portion of land containing 14,211 square feet or 0.326 acres ±



JULIAN SISNEROS  
 PROFESSIONAL LAND SURVEYOR  
 LICENSE NO. 38355, STATE OF COLORADO  
 FOR AND ON-BEHALF OF HCL ENGINEERING AND SURVEYING, LLC



HCL ENGINEERING & SURVEYING, L.L.C.  
 5975 S. QUEBEC ST, SUITE 200  
 CENTENNIAL, CO 80111  
 PHONE: 303.773.1605  
 FAX: 303.773.3297  
 WWW.HCLENGINEERING.COM

### 17TH ST GARDEN RENOVATIONS Encroachment Easement Legal Description

Job Number:	230212	Drawn By:	AHE
Date:	05-17-2024	Checked By:	JES

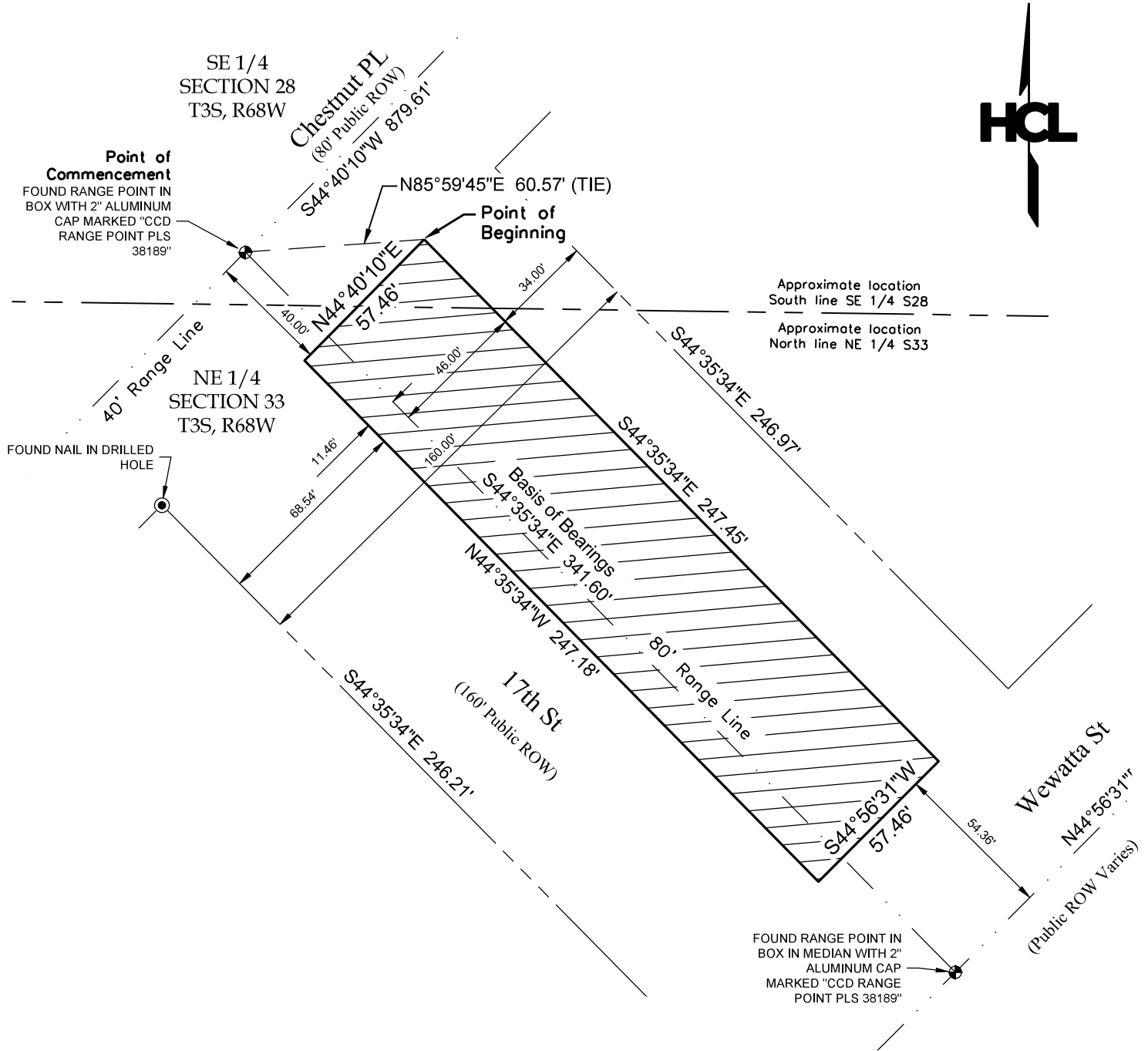
SHEET  
 1  
 OF  
 2



# EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

## Encroachment Easement

Located in the Northeast Quarter of Section 33, and  
in the Southeast Quarter of Section 28, all in  
Township 3 South, Range 68 West of the 6th Principal Meridian,  
City and County of Denver, State of Colorado



Note: This exhibit does not represent a monumented land survey, nor does it represent a title survey by this surveyor, it is intended only to depict the attached description.



HCL ENGINEERING & SURVEYING, L.L.C.  
5975 S. QUEBEC ST, SUITE 200  
CENTENNIAL, CO 80111  
PHONE: 303.773.1605  
FAX: 303.773.3297  
WWW.HCLENGINEERING.COM

### 17TH ST GARDEN RENOVATIONS Encroachment Easement

Job Number:	123456	Drawn By:	AHE
Date:	05-17-2024	Checked By:	JES

SHEET  
2  
OF  
2

1 24-0796

**BY AUTHORITY**

2 RESOLUTION NO. CR24-0796

COMMITTEE OF REFERENCE:

3 SERIES OF 2024

Land Use, Transportation & Infrastructure

4 **A RESOLUTION**

5 **Granting a revocable permit to Central Platte Valley Metropolitan District, to**  
6 **encroach into the right-of-way along 17<sup>th</sup> Street between Wewatta Street and**  
7 **Chestnut Place.**

8 **BE IT RESOLVED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:**

9 **Section 1.** The City and County of Denver (“City”) hereby grants to Central Platte Valley  
10 Metropolitan District, and their successors and assigns (“Permittee”), a revocable permit to encroach  
11 into the right-of-way with a 4-foot-tall fence, with up to 25 linear feet of 6-foot-tall fence on the  
12 northeast perimeter only, around the community gardens (“Encroachment(s)”), along 17<sup>th</sup> Street  
13 between Wewatta Street and Chestnut Place in the following described area (“Encroachment Area”):

14 **PARCEL DESCRIPTION ROW NO. 2023-ENCROACHMENT-0000156-002:**

15 A portion of land located in the Northeast Quarter of Section 33, and in the Southeast Quarter of  
16 Section 28, all in Township 3 South, Range 68 West of the 6th Principal Meridian, City and County  
17 of Denver, State of Colorado, more particularly described as follows:

18  
19 Commencing at a point at the intersection of 17th St. and Chestnut Pl. monumented with a found  
20 Range Point in box with a 2" aluminum cap marked "CCD RANGE POINT PLS 38189" (unknown  
21 rebar size) whence a Range Point in box at the intersection of said 17th St. and Wewatta St.  
22 monumented with a 2" aluminum cap marked "CCD RANGE POINT PLS 38189" (unknown rebar  
23 size) bears S44°35'34"E being the Basis of Bearings;

24  
25 Thence, N85°59'45"E, a distance of 60.57 feet to the Point of Beginning;  
26 Thence, S44°35'34"E, a distance of 247.45 feet;  
27 Thence, S44°56'31"W, a distance of 57.46 feet;  
28 Thence, N44°35'34"W, a distance of 247.18 feet;  
29 Thence, N44°40'10"E, a distance of 57.46 feet to said Point of Beginning.

30  
31 Said portion of land containing 14,211 square feet or 0.326 acres

32 **Section 2.** The revocable permit (“Permit”) granted by this Resolution is expressly granted  
33 upon and subject to each and all of the following terms and conditions (terms not defined herein are  
34 defined in the Rules and Regulations Governing Encroachments & Encumbrances in the Public Right  
35 of Way):

36 (a) Permittee shall obtain a street occupancy permit, street cut permit, and/or ROW  
37 construction permit from the City’s Department of Transportation and Infrastructure (“DOTI”) Permit  
38 Operations through [www.denvergov.org/dotipermits](http://www.denvergov.org/dotipermits) prior to commencing construction.

1



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Page: 1 of 6

1 (b) Permittee shall be responsible for obtaining all necessary permits and shall pay all  
2 costs for installation and construction of items permitted herein.

3 (c) If the Permittee intends to install any underground facilities in or near a Public road,  
4 street, alley, ROW or utility easement, the Permittee shall join the Statewide Notification Association  
5 of Owners and Operators of Underground Facilities by contacting the Utility Notification Center of  
6 Colorado (Colorado 811) through <https://colorado811.org/> or at 303-232-1991, 16361 Table  
7 Mountain Pkwy, Golden, Colorado, 80403. Further, Permittee shall contact the Utility Notification  
8 Center (Colorado 811) at <https://colorado811.org/> or 303-232-1991 to request locates for existing  
9 underground facilities prior to commencing excavation.

10 (d) Permittee is fully responsible for any and all damages incurred to facilities of Denver  
11 Water and any other Utility Company, and/or drainage facilities for water and sewage of the City and  
12 County of Denver due to activities authorized by the Permit. Should the relocation or replacement of  
13 any drainage facilities for water and sewage of the City and County of Denver become necessary as  
14 determined by the City's Executive Director of DOTI ("Executive Director"), in the Executive  
15 Director's sole and absolute discretion, Permittee shall pay all cost and expense of the portion of the  
16 water and/or sewer facilities affected by the Encroachment(s). The extent of the affected portion to  
17 be replaced and relocated by Permittee shall be determined by the Executive Director. Any and all  
18 replacement or repair of facilities of Denver Water and any other Utility Company, and/or drainage  
19 facilities for water and sewage of the City and County of Denver attributed to the Permittee shall be  
20 made by Denver Water, Utility Company, and/or the City and County of Denver at the sole expense  
21 of the Permittee. In the event the Permittee's facilities are damaged or destroyed due to Denver  
22 Water's, Utility Company's, or the City and County of Denver's repair, replacement and/or operation  
23 of its facilities, repairs will be made by Permittee at its sole expense. Permittee agrees to defend,  
24 indemnify and hold the City harmless and to repair or pay for the repair of any and all damages to  
25 said water, storm, sanitary sewer facilities or other Utility Company facilities, or those damages  
26 resulting from the failure of the water, storm, sanitary sewer facilities or other Utility Company  
27 facilities to properly function because of the Encroachment(s).

28 (e) Permittee shall comply with all requirements of affected Utility Companies and pay for  
29 all costs of removal, relocation, replacement or rearrangement of Utility Company facilities. Existing  
30 utility facilities shall not be utilized, obstructed or disturbed.

31 (f) All construction in, under, on or over the Encroachment Area shall be accomplished in  
32 accordance with the Building Code and City and County of Denver Department of Transportation &  
33 Infrastructure Transportation Standards and Details for the Engineering Division.

1 (g) Permittee shall observe and comply with all Federal, State and local laws, regulations,  
2 ordinances, and public safety requests regarding the use of the Encroachment Area.

3 (h) Plans and Specifications governing the construction of the Encroachment(s) shall be  
4 approved by DOTI prior to construction.

5 (i) Permittee shall pay all costs of construction and maintenance of the Encroachment(s).  
6 Upon revocation of the Permit or upon abandonment, Permittee shall pay all costs of removing the  
7 Encroachment(s) from the Encroachment Area and restore the Encroachment Area to a condition in  
8 accordance with City and County of Denver Department of Transportation & Infrastructure  
9 Transportation Standards and Details for the Engineering Division under the supervision of DOTI.

10 (j) Permittee shall remove and replace any and all street/alley paving, Sidewalks,  
11 Streetscapes, Amenity Zones, and curb and gutter, both inside the Encroachment Area and in the  
12 rights-of-way adjacent thereto, that become broken, damaged or unsightly during, in the opinion of  
13 DOTI, the course of construction or maintenance of the Encroachment(s). In the future, Permittee  
14 shall also remove, replace or repair any street/alley paving, Sidewalks, and curb and gutter that  
15 become broken or damaged when, in the opinion of DOTI, the damage has been caused by the  
16 Encroachment(s) or the activity of the Permittee within the Encroachment Area. All repair work shall  
17 be accomplished without cost to the City and under the supervision of DOTI.

18 (k) The City reserves the right to make an inspection of the Encroachment(s) and the  
19 Encroachment Area.

20 (l) During the existence of the Encroachment(s) and the Permit, Permittee, its successors  
21 and assigns, at its expense, and without cost to the City, shall procure and maintain Commercial  
22 General Liability insurance policy with a limit of not less than \$1,000,000 per occurrence. All  
23 coverages are to be arranged on an occurrence basis and include coverage for those hazards  
24 normally identified as X.C.U. during construction. The insurance coverage required herein  
25 constitutes a minimum requirement and such enumeration shall in no way be deemed to limit or  
26 lessen the liability of the Permittee, its successors or assigns, under the terms of this Permit. All  
27 insurance coverage required herein shall be written in a form and by a company or companies  
28 approved by the Risk Manager of the City and authorized to do business in the State of Colorado. A  
29 certified copy of all such insurance policies shall be filed with the Executive Director, and each such  
30 policy shall contain a statement therein or endorsement thereon that it will not be canceled or  
31 materially changed without written notice, by registered mail, to the Executive Director at least thirty  
32 (30) days prior to the effective date of the cancellation or material change. The City and County of  
33 Denver, its Elected and Appointed Officials, Employees and Volunteers shall be included as

1 Additional Insured.

2 (m) In addition to the requirement herein to comply with all laws, Permittee shall comply  
3 with the provisions of Article IV (Prohibition of Discrimination in Employment, Housing and  
4 Commercial Space, Public Accommodations, Educational Institutions and Health and Welfare  
5 Services) of Chapter 28 (Human Rights) of the DRMC. The failure to comply with any such provision  
6 shall be a proper basis for revocation of the Encroachment(s).

7 (n) The right to revoke the Permit at any time for any reason and require the removal of  
8 the Encroachment(s) is expressly reserved to the City.

9 (o) By Permittee's use of this Permit and the Encroachment Area, Permittee agrees to the  
10 following:

11 i. Permittee agrees to defend, indemnify, reimburse and hold harmless City, its  
12 appointed and elected officials, agents and employees for, from and against all liabilities, claims,  
13 judgments, suits or demands for damages to persons or property arising out of, resulting from, or  
14 relating to this Permit and the Encroachment(s) ("Claims"). This indemnity shall be interpreted in the  
15 broadest possible manner to indemnify City for any acts or omissions of Permittee or its agents either  
16 passive or active, irrespective of fault, including City's negligence whether active or passive.

17 ii. Permittee's duty to defend and indemnify City shall arise at the time written notice  
18 of the Claim is first provided to City regardless of whether claimant has filed suit on the Claim.  
19 Permittee's duty to defend and indemnify City shall arise even if City is the only party sued by  
20 claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of  
21 claimant's damages.

22 iii. Permittee will defend any and all Claims which may be brought or threatened  
23 against City and will pay on behalf of City any expenses incurred by reason of such Claims including,  
24 but not limited to, court costs and attorney fees incurred in defending and investigating such Claims  
25 or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition  
26 to any other legal remedies available to City and shall not be considered City's exclusive remedy.

27 iv. Insurance coverage requirements specified in this Encroachment Permit shall in no  
28 way lessen or limit the liability of Permittee under the terms of this indemnification obligation.  
29 Permittee shall obtain, at its own expense, any additional insurance that it deems necessary for the  
30 City's protection.

31 v. This defense and indemnification obligation shall survive the expiration or  
32 termination of this Permit.

33 (p) Pursuant to Chapter 49 of the DRMC, DOTI is authorized to remove or to order the

1 removal of any article, vehicle, object or thing whatsoever encroaching into any street, alley,  
2 Sidewalk, or other public way or place.

3 (q) No third party, person or agency, except for an authorized Special District, may place  
4 the Encroachment(s) in front of a property without written permission of the adjacent property owner.

5 (r) Permittee's use of the ROW for placement of the Encroachment(s) does not create a  
6 property right or ownership interest of any kind in the Encroachment Area to the Permittee.

7 (s) All Encroachment(s) in Amenity Zones containing existing Public Trees and/or with the  
8 potential to impact tree roots or tree canopy must be pre-approved by the Office of the City Forester  
9 (OCF), by contacting them at [forestry@denvergov.org](mailto:forestry@denvergov.org) or 720-913-0651. Encroachment(s) cannot  
10 be attached to or damage any Public Tree, and any damage shall be reported to the OCF  
11 immediately for mitigation. All trenching, excavation and grading activities within the Dripline of any  
12 Public Tree must be pre-approved by the OCF. City permits are required for the planting or removal  
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14 (t) All disturbances associated with construction of the Encroachment(s) shall be  
15 managed as required by City standards for erosion control which may require standard notes or  
16 CASDP permitting depending on location and scope of project.

17 (u) Encroachment(s) proposed adjacent to a designated park or within a dedicated  
18 parkway shall require the City's Department of Parks and Recreation approval prior to installation.

19 (v) Encroachment(s) attached to a building may require building and/or zoning permits  
20 from the City's Department of Community Planning and Development.

21 (w) Encroachment(s) in the regulatory floodplain shall require a SUDP and comply with  
22 Chapter 4 Floodplain Regulations of the "Storm Drainage Design and Technical Criteria", Chapter  
23 12 Floodplain Management of the "DOTI Rules and Regulations Governing Sewerage Charges and  
24 Fees and Management of Wastewater" and the City Floodplain Ordinance in DRMC Section 56-200  
25 through 56-206. Above ground Encroachment(s) in a Floodway require a No-Rise Certification  
26 sealed and signed by a Professional Engineer licensed in the State of Colorado. If there is any rise  
27 in Base Flood Elevations, a Conditional Letter of Map Revision (CLOMR) and LOMR will be required.

28 (x) Only clean soil may be brought onto an Encroachment Area. Verification of soil quality  
29 must be provided if requested. Material removed from an Encroachment Area must be properly  
30 disposed and is the responsibility of the Permittee.

31 **Section 3.** That the Permit hereby granted shall be revocable at any time that the Council  
32 of the City and County of Denver shall determine that the public convenience and necessity or the  
33 public health, safety or general welfare require such revocation, and the right to revoke the same is

1 hereby expressly reserved to the City; provided however, at a reasonable time prior to City Council  
2 action upon such revocation or proposed revocation, opportunity shall be afforded to Permittee, its  
3 successors and assigns, to be present at a hearing to be conducted by the City Council upon such  
4 matters and thereat to present its views and opinions thereof and to present for consideration action  
5 or actions alternative to the revocation of such Permit.

6 COMMITTEE APPROVAL DATE: June 18, 2024 by Consent

7 MAYOR-COUNCIL DATE: June 25, 2024

8 PASSED BY THE COUNCIL: July 8, 2024

9  - PRESIDENT

10 ATTEST:  - CLERK AND RECORDER,  
11 EX-OFFICIO CLERK OF THE  
12 CITY AND COUNTY OF DENVER

13 PREPARED BY: Martin A. Plate, Assistant City Attorney DATE: June 27, 2024

14 Pursuant to section 13-9, D.R.M.C., this proposed resolution has been reviewed by the Office of the  
15 City Attorney. We find no irregularity as to form and have no legal objection to the proposed  
16 resolution. The proposed resolution is not submitted to the City Council for approval pursuant to  
17 § 3.2.6 of the Charter.

18  
19 Kerry Tipper, Denver City Attorney

20  
21 BY: Anukul Bagga, Assistant City Attorney DATE: Jun 27, 2024



**CHANGE ORDER NO. 1**

This Change Order No. 1 (“Change Order”) is made pursuant to the Contract between CENTRAL PLATTE VALLEY METROPOLITAN DISTRICT (“District”) and DESIGNSCAPES COLORADO (“Contractor”) dated January 2, 2024.

**1.0 SCOPE**

A scope of services is attached to this Change Order and made a part hereof, as are any additional attachments (“Scope”). Generally, the Scope adds installation of garden fence cable guides and deletes a portion of the Unit Pavers, deletes removal and disposal of existing decorative fencing and associated footers; deletes Bryant Park tables and chairs, deletes irrigation demolition or installation and deletes portions of the Lighting, Sound and Electrical.

**2.0 SCHEDULE**

Work is to be completed per the Contract.

**3.0 COST**

The Scope includes a cost of Seventeen Thousand Four Hundred Seventy-Five Dollars (\$17,475.00) which includes the cable guide addition and a credit for fencing material reduction.

**4.0 TERMS**

Except as provided in this Change Order, the terms and conditions of the Contract remain in full force and effect.

The foregoing Change Order of the Contract is hereby accepted.

CENTRAL PLATTE VALLEY METROPOLITAN DISTRICT

DESIGNSCAPES COLORADO

\_\_\_\_\_

\_\_\_\_\_

Jason Dorfman, President

by: \_\_\_\_\_

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

its: \_\_\_\_\_

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





15440 East Fremont - Centennial, Colorado, 80112 - 303.721.9003 - 303-531-7670 fax

<b>To:</b>	Central Platte Valley Coordination Metropolitan District	<b>Contact:</b>	Todd Wenskoski
<b>Address:</b>	8390 E. Crescent Parkway, Suite 300 Greenwood Village, CO 80111	<b>Phone:</b>	303-779-5710
<b>Project Name:</b>	17th Street Garden Renovation - #P-005 - Cable Guide With Credit	<b>Bid Number:</b>	
<b>Project Location:</b>	1701 Wewatta St, Denver, CO	<b>Bid Date:</b>	6/19/2024

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	001	Garden Fencing Addition - Installation Of Cable Guides To Community Garden Fencing Posts	1.00	LS	\$19,320.00	\$19,320.00
	002	Credit For Fencing Material Reduction	1.00	LS	(\$1,845.00)	(\$1,845.00)
<b>Total Price for above Items:</b>						<b>\$17,475.00</b>

**Total Bid Price: \$17,475.00**

**Notes:**

- In accordance with 12/11/2023 Email with Todd Wenskoski, a portion of the Unit Pavers has been reduced from 1,159sf to 815sf.
- In accordance with 11/27/2023 meeting with Todd Wenskoski, owner is responsible for the removal and disposal of existing decorative fencing and associated footers prior to construction.
- In accordance with 11/27/2023 meeting with Todd Wenskoski, Bryant Park tables and chairs have been removed from the bid.
- In accordance with 11/27/2023 meeting with Todd Wenskoski, DesignsCAPES is only responsible for irrigation diagnostics and will not perform any irrigation demolition or installation until irrigation is assessed.
- In accordance with 11/27/2023 meeting with Todd Wenskoski, L-1, L-5 & L-6 portions of Lighting, Sound And Electrical have been removed from the bid. Alternates #2, #3, #4 & #5 are not included.
- Proposal assumes all electrical to all controllers, pumps etc. will be by others.
- All plumbing before and upto irrigation backflow to be performed by others.
- Proposal valid for 30 days from the date of bid opening.
- Grading to be +/- .10' of finish grade upon mobilization unless otherwise stated.
- Proposal does not include any import or export of soils unless otherwise noted.
- All traffic and safety control to be performed by others.
- Proposal does not include any maintenance of erosion control measures unless otherwise stated.
- Proposal does not include any maintenance of landscape/ irrigation unless otherwise stated.
- Proposal does not include any repairs to existing landscape or irrigation unless stated otherwise.
- Proposal does not include any import and or placing of topsoil or any other specialty soil mixes unless specifically noted within the proposal.
- Proposal does not include any rock excavation and or removal

**Payment Terms:**

Payment due within 30 days of date of invoice.

<p><b>ACCEPTED:</b></p> <p>The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b></p> <p><b>Colorado DesignsCAPES, Inc.</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Sean McNulty 303.721.9003 smcnulty@designscapes.org</p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**From:** [Jones, Anna](#)  
**To:** [Brandenburger, Sandy](#)  
**Subject:** FW: [External] 17th Street Garden Proposal - Fence Tabs with Credit  
**Date:** Thursday, July 25, 2024 3:46:14 PM  
**Attachments:** [image001.png](#)

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And this.



**Anna Jones**  
 Signing Director  
 State and Local Government

**Direct 303-793-1478**  
 CLA (CliftonLarsonAllen LLP)  
[anna.jones@claconnect.com](mailto:anna.jones@claconnect.com)

[Send me your files with secure file transfer.](#)

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 Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.

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**From:** Kind, Jordan <Jordan.Kind@hines.com>  
**Sent:** Tuesday, July 16, 2024 1:32 PM  
**To:** Michael Geiger <Michael.Geiger@davita.com>  
**Cc:** Jones, Anna <Anna.Jones@claconnect.com>; Brandenburger, Sandy <Sandy.Brandenburger@claconnect.com>; DAmato, Shauna <Shauna.DAmato@claconnect.com>; Dianne Miller <dmiller@ddmalaw.com>  
**Subject:** Re: [External] 17th Street Garden Proposal - Fence Tabs with Credit

**Think Security – This email originated from an external source. Be cautious with any links or attachments.**

Approve

**Jordan L. Kind**  
 Property Manager

**Hines**

[2020 17<sup>th</sup> Street | Denver, Colorado 80202](#)

D. [303.575.6400](tel:303.575.6400) P [303.575.6406](tel:303.575.6406)

**Intelligent Real Estate Investment, Development and Management**

On Jul 16, 2024, at 1:26 PM, Michael Geiger <[Michael.Geiger@davita.com](mailto:Michael.Geiger@davita.com)> wrote:



[From an External Email System]

Approve.

Sent remotely by Mike Geiger.  
Mobile 314-308-7826

On Jul 16, 2024, at 1:17 PM, Jones, Anna  
<[Anna.Jones@claconnect.com](mailto:Anna.Jones@claconnect.com)> wrote:

**WARNING:** This email originated outside of DaVita. Even if this looks like a DaVita email, it is not.

**DO NOT** provide your username, password, or any other personal information in response to this or any other email.

**DAVITA WILL NEVER** ask you for your username or password via email.

**DO NOT CLICK** links or attachments unless you are positive the content is safe.

**IF IN DOUBT** about the safety of this message, use the Report Phishing button.

Hi Mike and Jordan –

Can you please approve this \$17,475 change order?

This is for the 2' of cable that will top the 4' fence.

You might recall the original cost of this was going to be \$45K. We felt that was too expensive and we would do the actual cable stringing with volunteers instead of having the fence fabricator do it. DUG. Livable Cities Studios and DesignScapes is helping coordinate the volunteer work.

In addition to the \$17,475 would you also approve a \$7K NTE for the needed hardware?

We can ratify all of the above at the August meeting if you approve.

Please reach out with any questions.

Thanks!!

<image001.png> **Anna Jones**  
Signing Director  
State and Local Government  
  
**Direct 303-793-1478**  
CLA (CliftonLarsonAllen LLP)

[anna.jones@claconnect.com](mailto:anna.jones@claconnect.com)

[Send me your files with secure file transfer.](#)

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Classified as Confidential

Classified as Confidential

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**From:** Sean McNulty <[smcnulty@designscapes.org](mailto:smcnulty@designscapes.org)>  
**Sent:** Monday, July 15, 2024 11:23 AM  
**To:** Todd Wenskoski <[twenskoski@livable-cities.com](mailto:twenskoski@livable-cities.com)>; Jones, Anna <[Anna.Jones@claconnect.com](mailto:Anna.Jones@claconnect.com)>  
**Cc:** Mark Demrovsky <[MDemrovsky@designscapes.org](mailto:MDemrovsky@designscapes.org)>  
**Subject:** [External] 17th Street Garden Proposal - Fence Tabs with Credit

**Think Security – This email originated from an external source. Be cautious with any links or attachments.**

Hi Anna & Todd,

Attached is the proposal for the fence tabs with the credit for the material reduction.

Thanks,  
Sean

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**Sean McNulty • Commercial Estimator**

15440 East Fremont Drive  
Centennial, Colorado 80112

**o:** 303.721.9003  
**e:** [smcnulty@designscapes.org](mailto:smcnulty@designscapes.org)

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**CliftonLarsonAllen LLP**

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<17th Street Garden - Cable Guide With Credit.pdf.awsec>

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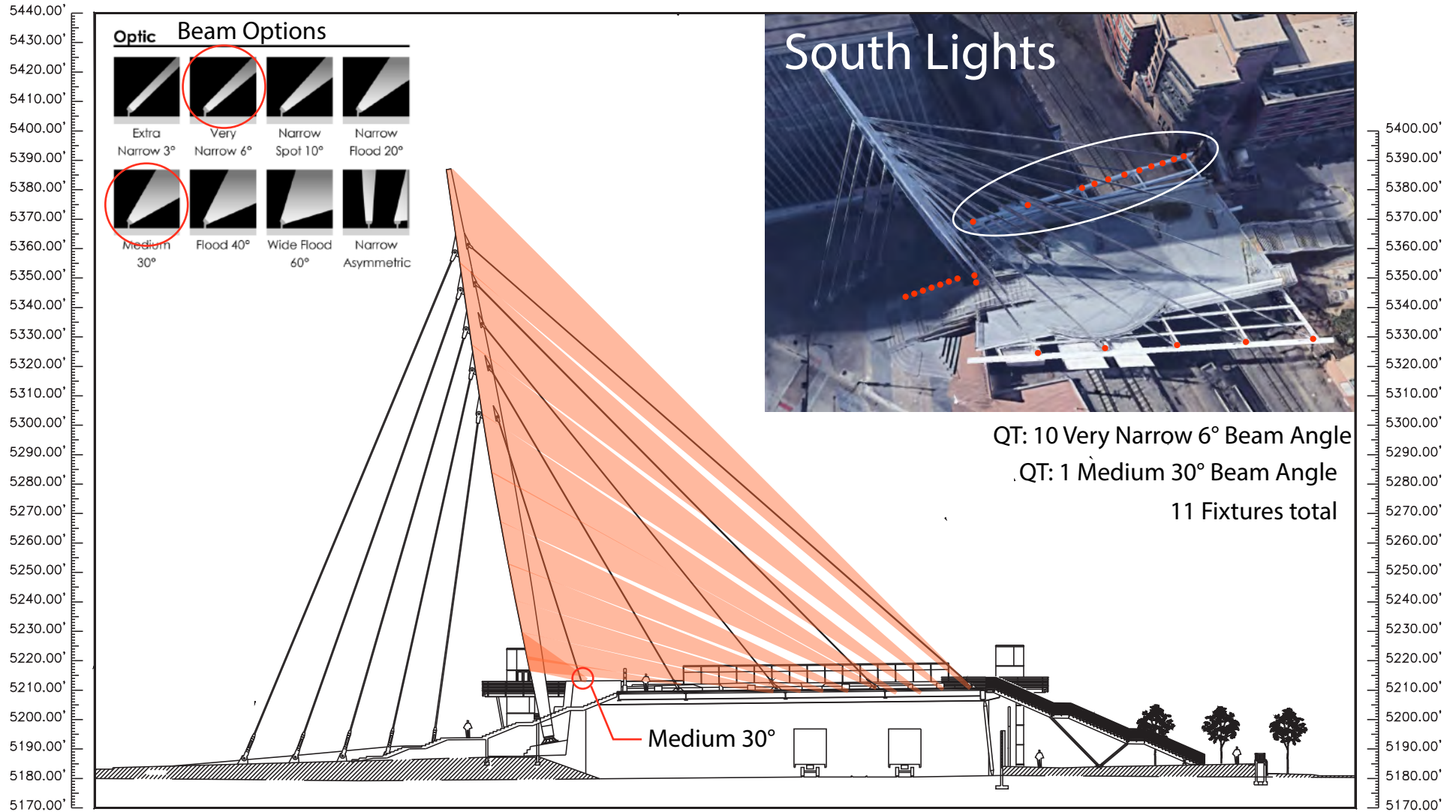
Date: 6/27/2024

# Central Platte Valley Metropolitan District Millennium Bridge Mast Lighting

Prepared by: Loren Brinton  
lbrinton@displaydevices.com  
303-907-8409



# Proposed Lighting for South Side of Mast



# South Side

- The south side bridge lighting consists of 11 fixtures
- Some of the lighting shields are bent and damaged reducing light output
- The protective lenses on the lights are sun-damaged and hazy
- LED diodes have degraded over the last decade resulting in reduced brightness
- We propose ten very narrow 6° & one Medium 30° Beam Angle lights on this South side

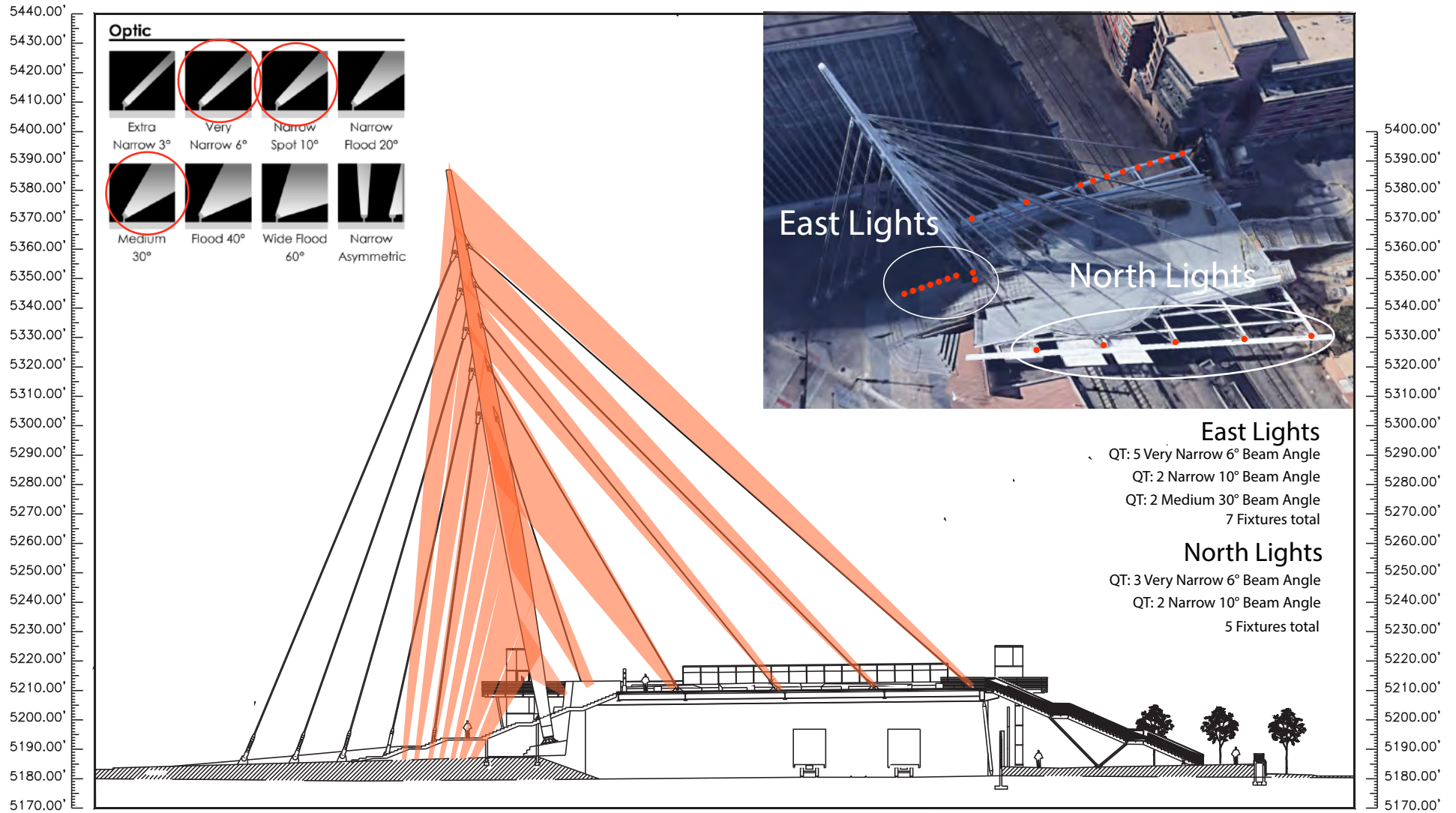


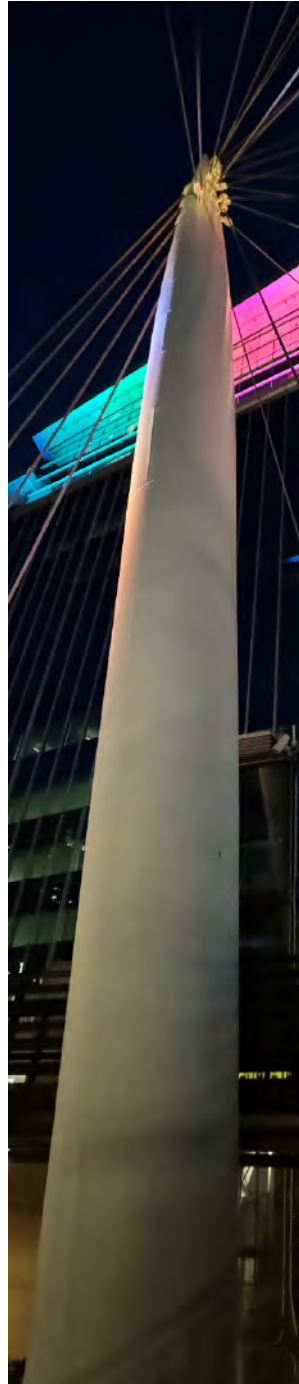
**Existing lighting (South Side)**





# Proposed Lighting for North & East Side of Mast





## North Side

- The North side bridge lighting consists of 5 fixtures
- Outages existing on this side
- Debris accumulation on the glass has resulted in lowered light levels
- LED diodes have degraded over the last decade resulting in reduced brightness
- We propose five very narrow 6° & two Medium 30° Beam Angle lights to replace non functioning fixtures on North side

## East Side

- The East side bridge lighting consists of 7 fixtures
- Outages existing on this side
- The protective lenses on the lights are sun-damaged and hazy
- LED diodes have degraded over the last decade resulting in reduced brightness
- We propose ten very narrow 6° & one Medium 30° Beam Angle lights on this south side



**79% Increase Maximum Candela**

Front view: 13 3/8" diameter, board #2 and #1. Side view: 13 3/8" height, 1 3/4" width.

**Existing LBG** vs **Proposed LBG** comparison:

Characteristic	Existing LBG	Proposed LBG
Maximum Candela	180	240
Horizontal Beam Angle (D50)	15	15
Vertical Beam Angle (D50)	15	15
Horizontal Field Angle (D50)	11.7	11.7
Vertical Field Angle (D50)	12.0	12.0
Beam Efficiency	23.5	23.5
Field Efficiency	11.5	11.5
Spill Lumens	485	485
Luminaire Efficacy	32.5	32.5
Total Luminaire Watts	106	106
Balast Factor	1.00	1.00

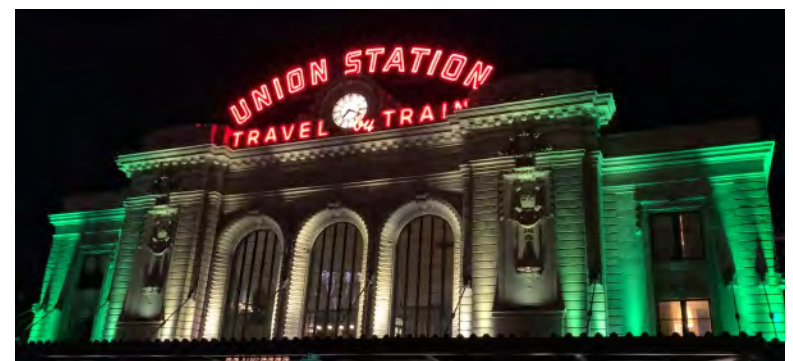
- Because of the proven reliability of the Lumenpulse fixtures and the ample beam angles to choose from, we suggest replacing them with updated models from the same manufacturer
- With advancements in LED technology over the past decade, the updated luminaires have significantly increased in brightness in the same model of fixture
- The lighting increase does not account for the degradation of the existing fixtures, so the actual increase in brightness is much higher than listed
- The existing control system uses power lines for control, reducing costs by eliminating the need for separate data lines, but it minimizes control capabilities
- We propose running a separate cat6 cable to all fixtures for a faster more reliable signal that will allow for dynamic effects (Union Station)

**74% Increase Maximum Candela**

Front view: 10 1/8" diameter. Side view: 10' height, 4 3/4" width.

**Existing LBL** vs **Proposed LBL** comparison:

Characteristic	Existing LBL	Proposed LBL
Maximum Candela	240	340
Horizontal Beam Angle (D50)	15	15
Vertical Beam Angle (D50)	15	15
Horizontal Field Angle (D50)	11.7	11.7
Vertical Field Angle (D50)	12.0	12.0
Beam Efficiency	23.5	23.5
Field Efficiency	11.5	11.5
Spill Lumens	485	485
Luminaire Efficacy	32.5	32.5
Total Luminaire Watts	106	106
Balast Factor	1.00	1.00



Link to Video: <https://vimeo.com/939703622>

## Millennium Bridge Mast Lighting Estimated Budget Breakdown

### Planning and Design

Initial Consultation  
Design Development  
Engineering and Technical Drawings  
Subtotal: \$13,000

### Lighting Equipment

LED Fixtures  
Control Systems  
Cables and Connectors  
Mounting Hardware  
Backup Power Supply  
Subtotal: \$80,000

### Installation

Two Weeks  
Equipment Rental  
Electrical/Data Work  
Safety Measures and Inspections  
Subtotal: \$40,000

### Testing and Commissioning

System Testing  
Programming and Adjustments  
Final Inspection and Certification  
Subtotal: \$5,000

### Contingency

Unexpected Costs  
Subtotal: \$10,000  
Total Estimated Budget: \$148,000

This budget is a general estimate and actual costs may vary based on specific project requirements, site conditions, and permits and approvals.

























## Central Platte Valley Coordination Metropolitan District Manager's and Property Update

**August 6, 2024**

**Bridge Elevators:** There was one (1) service call to TKE for the Millennium Bridge elevators and four (4) for the Union Gateway Bridge in March. Two (2) of the UGB calls were for maintenance, one (1) was a safety test, and one (1) was a contracted inspection.

**Bridge Camera Monitoring System (Stealth Monitoring): There were 24 incidents reported by Stealth Monitoring in the month of June in and around the elevators, which is lower than June 2024 (34 incidents reported).**

**EWUM Team Summary of Tasks-** Please see attached reports and work orders from our Maintenance Team.

- Daily walks of the Central Platte Valley Metropolitan District Areas.
- Daily cleaning of the elevator, including vacuuming the tracks and removal of graffiti (4 graffiti removals).
- Elevator inspections two times per day.
- Weekly exterior lighting check on both bridges completed by East West maintenance.
- Security Coordination including payroll and scheduling adjustments as needed.
- Programming of the Millennium Bridge lights according to 2024 schedule.

### **General Items**

- Met with 17<sup>th</sup> Street Gardens vendors for DUG project.
- Met with Elevator Technicians to review elevators for modernization.
- Obtained bids to repair the Millennium Bridge west elevator from TKE and Elevator Technicians.
- Coordinated with DCPS to get water to the planters on the Millennium Bridge and remove dead plants.
- Met with WSP to review district assets.
- Coordinated daily set-up and breakdown of tents and tables near Davita for musicians.

### **Plaza Fountain**

- Routine maintenance

### **Eponic Reporting and DPD Incidents**

20 incidents were reported by Eponic. The most reported issues were:

- Vandalism/Graffiti.
- Scooters obstructing elevators and the bridges

### **DPD Incident Report**

- July 2, 2024 - 18<sup>th</sup> Street and Bassett; 17<sup>th</sup> Street and Chestnut (no additional information provided)
- July 4, 2024 - 1700 Bassett Street, Trespass 4th floor pool party. Left without incident.
- July 4, 2024 - 1700 Bassett Street, Detox van called.
- July 7, 2024 - 17th Street and Chestnut Pl. Removed one camper from park in front of Whole Foods.

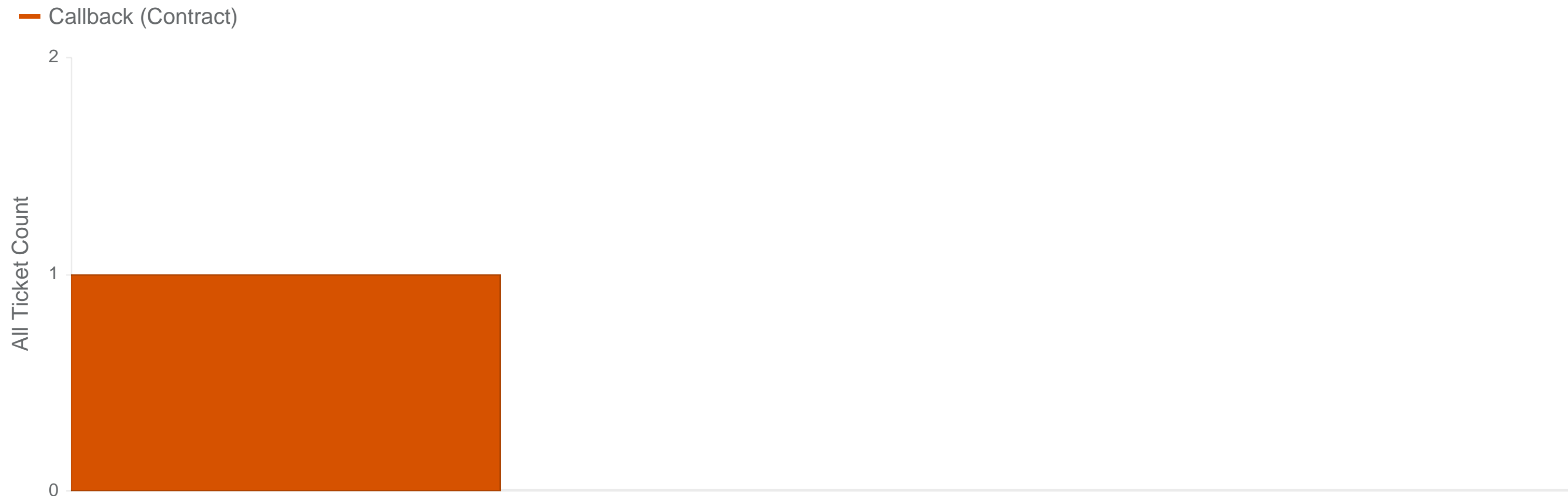
- July 7, 2024 - 1650 Wewatta Street. Dispatched to threats in-progress. Victim reported suspect chased him from 17th St/ Wewatta St, tried to fight him, and gestured that he had a firearm.
- July 7, 2024 - Millennium Bridge. Removed one female from elevator on east side.

Respectfully submitted by Brandon Fries, CMCA, AMS

# All Ticket Types aggregated by Building

Customer: EAST WEST URBAN MANAGEMENT - Millennium Bridge

Timerange : July 1, 2024 12:00 AM - July 31, 2024 11:59 PM



Report generated: 07/31/2024 9:46 AM.

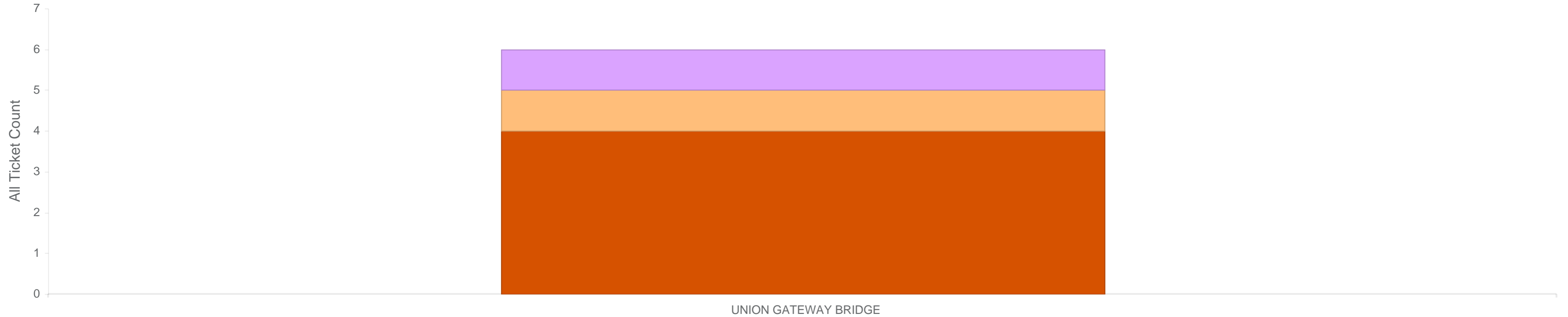
### All Ticket Types aggregated by Building

Customer: EAST WEST URBAN MANAGEMENT - Union Gateway Bridge

Timerange : July 1, 2024 12:00 AM - July 31, 2024 11:59 PM



— Safety Test — Callback (Billable) — Callback (Contract)



Report generated: 08/01/2024 10:14 AM.

**Work Order Listing Report**

WO Number	Unit Ref. Number	Service Provider	Status	Fixed Asset Serial #	Entry Date	Scheduled Date	Scheduled Time	Estimated Hours	Work Order Description
139003	CPV-16	EHERBERT	Closed		7/8/2024	7/8/2024	12:00 AM	1.00	Swept, wiped & mopped the elevators cabs. The elevator in the west side is not working
138862	CPV-16	EHERBERT	Completed		7/1/2024	7/1/2024	12:00 AM	1.00	# 16 BRIDGE ELEVATORS CABS AT PLAZA # 16 St bridge elevator cabs at the plaza in 16 St bridge cleaning the elevator cabs removing debris sweep and mop the elevators and wipe the elevator cabs now the elevator cabs are clean and ready to use
138910	CPV-16	EHERBERT	Closed		7/2/2024	7/2/2024	12:00 AM	1.00	Swept, wiped & mopped the elevators cabs.
138958	CPV-16	EHERBERT	Closed		7/3/2024	7/3/2024	12:00 AM	1.00	Swept, wiped & mopped the elevators cabs.
138979	CPV-16	EHERBERT	Closed		7/5/2024	7/5/2024	12:00 AM	1.00	Swept, wiped & mopped the elevators cabs.
138996	CPV-16	JP	Closed		7/5/2024	7/5/2024	12:00 AM	0.75	Replaced ripped caution tape blocking the exposed irrigation hoses.
139031	CPV-16	MKRU	Closed		7/9/2024	7/7/2024	12:00 AM	0.25	Bridge Walk...Checked bridge elevators to make sure they are operating correctly, checked, & looked for any graffiti, trash, damage, vandalism.
139051	CPV-16	JP	Closed		7/9/2024	7/9/2024	12:00 AM	0.75	Escorted contractors to turn on irrigation and turn on timers.
139114	CPV-16	EHERBERT	Closed		7/11/2024	7/11/2024	12:00 AM	1.00	Swept, wiped & mopped the elevators cabs. The elevator in the west side is not working
139386	CPV-16	EHERBERT	Closed		7/22/2024	7/22/2024	12:00 AM	1.00	Swept, wiped & mopped the elevators cabs. The elevator in the west side is not working
139143	CPV-16	EHERBERT	Closed		7/12/2024	7/12/2024	12:00 AM	1.00	Swept, wiped & mopped the elevators cabs. The elevator in the west side is not working
139200	CPV-16	EHERBERT	Closed		7/15/2024	7/15/2024	12:00 AM	1.00	Swept, wiped & mopped the elevators cabs. The elevator in the west side is not working
139220	CPV-16	MKRU	Closed		7/15/2024	7/14/2024	12:00 AM	0.25	Bridge Walk...Checked bridge elevators to make sure they are operating correctly, checked, & looked for any graffiti, trash, damage, vandalism.
139251	CPV-16	EHERBERT	Closed		7/16/2024	7/16/2024	12:00 AM	1.00	Swept, wiped & mopped the elevators cabs. The elevator in the west side is not working
139305	CPV-16	EHERBERT	Closed		7/17/2024	7/17/2024	12:00 AM	1.00	Swept, wiped & mopped the elevators cabs. The elevator in the west side is not working
139341	CPV-16	EHERBERT	Closed		7/18/2024	7/18/2024	12:00 AM	1.00	Swept, wiped & mopped the elevators cabs. The elevator in the west side is not working

**Work Order Listing Report**

WO Number	Unit Ref. Number	Service Provider	Status	Fixed Asset Serial #	Entry Date	Scheduled Date	Scheduled Time	Estimated Hours	Work Order Description
139375	CPV-16	MKRU	Closed		7/20/2024	7/20/2024	12:00 AM	0.25	Bridge Walk...Checked bridge elevators to make sure they are operating correctly, checked, & looked for any graffiti, trash, damage, vandalism. 16 west still down
139431	CPV-16	EHERBERT	Closed		7/23/2024	7/23/2024	12:00 AM	1.00	Swept, wiped & mopped the elevators cabs. The elevator in the west side is not working
139458	CPV-16	MKRU	Closed		7/24/2024	7/21/2024	12:00 AM	0.25	Bridge Walk...Checked bridge elevators to make sure they are operating correctly, checked, & looked for any graffiti, trash, damage, vandalism. 16 West still down.
139471	CPV-16	EHERBERT	Closed		7/24/2024	7/24/2024	12:00 AM	1.00	Swept, wiped & mopped the elevators cabs. The elevator in the west side is not working
139538	CPV-16	JP	Completed		7/25/2024	7/3/2024	12:00 AM	1.25	Assisted contractors get the bridge irrigation up and running.
139541	CPV-16	EHERBERT	Closed		7/25/2024	7/25/2024	12:00 AM	1.00	Swept, wiped & mopped the elevators cabs.
139559	CPV-16	DL	Closed		7/25/2024	7/9/2024	12:00 AM	1.00	Escorted Long into the elevator rooms to work on the fans.
139580	CPV-16	DL	Closed		7/26/2024	7/11/2024	12:00 AM	0.50	Put out of order signs on the bridge elevator and shut the disconnect off. Let MF know to call it in.
139635	CPV-16	JP	Closed		7/26/2024	7/6/2024	12:00 AM	1.00	Bridge walk. Checked elevators. Checked elevator cabs for trash and graffiti.
139636	CPV-16	JP	Closed		7/26/2024	7/13/2024	12:00 AM	1.00	Bridge walk. Checked elevators. Checked elevator cabs for trash and graffiti.
139666	CPV-16	EHERBERT	Completed		7/26/2024	7/26/2024	12:00 AM	1.00	# 16 BRIDGE ELEVATORS CABS AT PLAZA # 16 St bridge elevator cabs at the plaza in 16 St bridge cleaning the elevator cabs removing debris sweep and mop the elevators and wipe the elevator cabs now the elevator cabs are clean and ready to use the elevator in the west side is not working
139714	CPV-16	MKRU	Completed		7/29/2024	7/28/2024	12:00 AM	0.25	Bridge Walk...Checked bridge elevators to make sure they are operating correctly, checked, & looked for any graffiti, trash, damage, vandalism. West side elevator still down till the ceiling gets repaired.

## Work Order Listing Report

WO Number	Unit Ref. Number	Service Provider	Status	Fixed Asset Serial #	Entry Date	Scheduled Date	Scheduled Time	Estimated Hours	Work Order Description
139728	CPV-16	EHERBERT	Completed		7/29/2024	7/29/2024	12:00 AM	1.00	# 16 BRIDGE ELEVATORS CABS AT PLAZA # 16 St bridge elevator cabs at the plaza in 16 St bridge cleaning the elevator cabs removing debris sweep and mop the elevators and wipe the elevator cabs now the elevator cabs are clean and ready to use the elevator in the west side is not working
139764	CPV-16	JSNIDE	Completed		7/30/2024	7/30/2024	12:00 AM	0.25	Purchased cleaning supplies for elevators. \$32.38
139767	CPV-16	EHERBERT	Completed		7/30/2024	7/30/2024	12:00 AM	1.00	# 16 BRIDGE ELEVATORS CABS AT PLAZA # 16 St bridge elevator cabs at the plaza in 16 St bridge cleaning the elevator cabs removing debris sweep and mop the elevators and wipe the elevator cabs now the elevator cabs are clean and ready to use the elevator in the west side is not working
139002	CPV-18	EHERBERT	Closed		7/8/2024	7/8/2024	12:00 AM	1.00	Swept, wiped & mopped the elevators cabs.
138861	CPV-18	EHERBERT	Completed		7/1/2024	7/1/2024	12:00 AM	1.00	Cleaning the elevators cabs in the # 18 bridge elevators cabs sweeping and mopping the elevators cabs and wiping the elevators cabs in the #18 bridge elevators cabs the two elevator cabs are not working west and east
138908	CPV-18	EHERBERT	Closed		7/2/2024	7/2/2024	12:00 AM	1.00	Swept, wiped & mopped the elevators cabs.
138909	CPV-18	EHERBERT	Closed		7/2/2024	7/2/2024	12:00 AM	1.00	Removed the graffiti in the east side elevator cab
138957	CPV-18	EHERBERT	Closed		7/3/2024	7/3/2024	12:00 AM	1.00	Swept, wiped & mopped the elevators cabs.
138978	CPV-18	EHERBERT	Closed		7/5/2024	7/5/2024	12:00 AM	1.00	Swept, wiped & mopped the elevators cabs.
139385	CPV-18	EHERBERT	Closed		7/22/2024	7/22/2024	12:00 AM	1.00	Swept, wiped & mopped the elevators cabs.
139030	CPV-18	MKRU	Closed		7/9/2024	7/7/2024	12:00 AM	0.25	Bridge Walk...Checked bridge elevators to make sure they are operating correctly, checked, & looked for any graffiti, trash, damage, vandalism.
139075	CPV-18	EHERBERT	Closed		7/10/2024	7/10/2024	12:00 AM	0.50	Removed the graffiti in the east side elevator cab
139113	CPV-18	EHERBERT	Closed		7/11/2024	7/11/2024	12:00 AM	1.00	Swept, wiped & mopped the elevators cabs.
139142	CPV-18	EHERBERT	Closed		7/12/2024	7/12/2024	12:00 AM	1.00	Swept, wiped & mopped the elevators cabs.
139199	CPV-18	EHERBERT	Closed		7/15/2024	7/15/2024	12:00 AM	1.00	Swept, wiped & mopped the elevators cabs.
139219	CPV-18	MKRU	Closed		7/15/2024	7/14/2024	12:00 AM	0.25	Bridge Walk...Checked bridge elevators to make sure they are operating correctly, checked, & looked for any graffiti, trash, damage, vandalism.



**Work Order Listing Report**

WO Number	Unit Ref. Number	Service Provider	Status	Fixed Asset Serial #	Entry Date	Scheduled Date	Scheduled Time	Estimated Hours	Work Order Description
139240	CPV-18	JSNIDE	Closed		7/16/2024	7/16/2024	12:00 AM	1.00	Helped Stealth try to get into bridge doors. Will replace both door latches tomorrow.
139249	CPV-18	EHERBERT	Closed		7/16/2024	7/16/2024	12:00 AM	1.00	Swept, wiped & mopped the elevators cabs.
139299	CPV-18	MKRU	Completed		7/17/2024	7/17/2024	12:00 AM	5.00	Went to Mathias lock & key to get two new door handles, & key cylinders. Worked on swapping out the new handles, & had to do some fabrication, & fitting with the new handles, will continue with repair and possible replacement if needed.
139304	CPV-18	EHERBERT	Closed		7/17/2024	7/17/2024	12:00 AM	1.00	Swept, wiped & mopped the elevators cabs.
139633	CPV-18	JP	Completed		7/26/2024	7/6/2024	12:00 AM	1.00	Bridge walk. Checked elevators. Checked elevator cabs for trash and graffiti.
139634	CPV-18	JP	Completed		7/26/2024	7/13/2024	12:00 AM	1.00	Bridge walk. Checked elevators. Checked elevator cabs for trash and graffiti.
139339	CPV-18	EHERBERT	Closed		7/18/2024	7/18/2024	12:00 AM	1.00	Swept, wiped & mopped the elevators cabs.
139344	CPV-18	EHERBERT	Closed		7/18/2024	7/18/2024	12:00 AM	0.50	Removed the graffiti in the west and east elevator cabs
139374	CPV-18	MKRU	Closed		7/20/2024	7/20/2024	12:00 AM	0.25	Bridge Walk...Checked bridge elevators to make sure they are operating correctly, checked, & looked for any graffiti, trash, damage, vandalism.
139430	CPV-18	EHERBERT	Closed		7/23/2024	7/23/2024	12:00 AM	0.50	Swept, wiped & mopped the elevators cabs.
139457	CPV-18	MKRU	Closed		7/24/2024	7/21/2024	12:00 AM	0.25	Bridge Walk...Checked bridge elevators to make sure they are operating correctly, checked, & looked for any graffiti, trash, damage, vandalism.
139470	CPV-18	EHERBERT	Closed		7/24/2024	7/24/2024	12:00 AM	1.00	Swept, wiped & mopped the elevators cabs.
139540	CPV-18	EHERBERT	Closed		7/25/2024	7/25/2024	12:00 AM	1.00	Swept, wiped & mopped the elevators cabs.
139664	CPV-18	EHERBERT	Completed		7/26/2024	7/26/2024	12:00 AM	1.00	Cleaning the elevators cabs in the # 18 bridge elevators cabs sweeping and moping the elevators cabs and wiping the elevators cabs in the #18 bridge elevators cabs
139713	CPV-18	MKRU	Completed		7/29/2024	7/28/2024	12:00 AM	0.50	Bridge Walk...Checked bridge elevators to make sure they are operating correctly, checked, & looked for any graffiti, trash, damage, vandalism.
139721	CPV-18	JSNIDE	Completed		7/29/2024	7/29/2024	12:00 AM	0.50	West side down, Called TK & put in repair ticket. Purchased door locks for bridge doors.

**Work Order Listing Report**

WO Number	Unit Ref. Number	Service Provider	Status	Fixed Asset Serial #	Entry Date	Scheduled Date	Scheduled Time	Estimated Hours	Work Order Description
139727	CPV-18	EHERBERT	Completed		7/29/2024	7/29/2024	12:00 AM	1.00	Cleaning the elevators cabs in the # 18 bridge elevators cabs sweeping and moping the elevators cabs and wiping the elevators cabs in the #18 bridge elevators cabs the elevator in the west side is not working
139766	CPV-18	EHERBERT	Completed		7/30/2024	7/30/2024	12:00 AM	1.00	Cleaning the elevators cabs in the # 18 bridge elevators cabs sweeping and moping the elevators cabs and wiping the elevators cabs in the #18 bridge elevators cabs the elevator cab in the west side is not working
139770	CPV-18	EHERBERT	Completed		7/30/2024	7/30/2024	12:00 AM	0.50	Removed the graffiti in the west side by the stairs area
138946	CPV-DIST	DL	Closed		7/3/2024	7/3/2024	12:00 AM	0.50	Cleaned the plaza fountain strainer. Added chlorine.
138940	CPV-DIST	DL	Closed		7/3/2024	7/1/2024	12:00 AM	0.75	Added water softener pellets to the holding tank for the fountain. Cleaned the fountain strainer.
139409	CPV-DIST	JP	Completed		7/23/2024	7/24/2024	12:00 AM	2.00	Set up tent, 5 tables and chairs in front of DaVita. Took down and store in storage room.
139410	CPV-DIST	MKRU	Completed		7/23/2024	7/25/2024	12:00 AM	2.50	Set up tent, tables, & chairs in the am, & took down in the afternoon.
139412	CPV-DIST	MKRU	Completed		7/23/2024	7/29/2024	12:00 AM	2.25	Setup tent, tables, chairs in front of DaVita in am, & took down, & put away in pm.
139584	CPV-DIST	DL	Closed		7/26/2024	7/11/2024	12:00 AM	0.75	Cleaned the fountain and added chlorine. Cleaned the fountain strainer.
139589	CPV-DIST	DL	Closed		7/26/2024	7/12/2024	12:00 AM	0.50	Cleaned the fountain strainer.
139619	CPV-DIST	JSNIDE	Completed		7/26/2024	7/26/2024	12:00 AM	0.50	Purchased supplies and material for district. \$58.85
139691	CPV-DIST	DL	Closed		7/26/2024	7/24/2024	12:00 AM	1.50	Cleaned the fountain and verified operation of lights
139765	CPV-DIST	EHERBERT	Completed		7/30/2024	7/30/2024	12:00 AM	2.00	Set up tent 5 tables and chairs in front of DaVita at the base of the bridge on the left by 10:30 am and take down and storage room at 2:00 pm

**REPORT CRITERIA:**

Date Range: 6/28/2024 to 7/1/2024

Log Type: Safety : Vandalism/Graffiti, Safety : Mechanical Issues

GeoFence: CPVMD



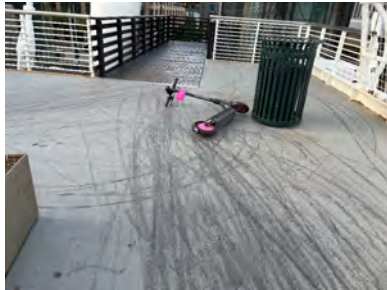
**4 logs found**

**Friday June 28**

<p><b>Friday June 28 5:54 AM</b>  <b>16th St &amp; Millennium Bridge (Zone: ???)</b>          1m 25s</p>	<p><b>Tom McNassor</b>          27109810</p>
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**Safety : Mechanical Issues**

Scooter laying on its side and located on millennium bridge. Scooter set up right and moved to the side. CS: 16th St & Millennium Bridge




<p><b>Friday June 28 6:05 AM</b>  <b>18th St &amp; 18th St Bridge (Zone: ???)</b>          1m 4s</p>	<p><b>Tom McNassor</b>          27109811</p>
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**Safety : Vandalism/Graffiti**

Tagging observed east, and west elevator pedestrian bridge. Picture taken and east west contacted. CS: 18th St & Broadway



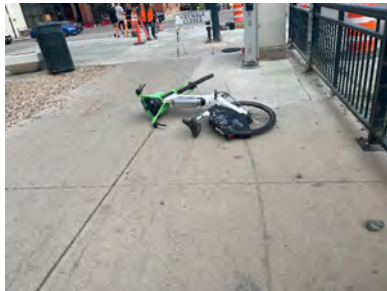
### Saturday June 29

 **Saturday June 29 7:24 AM**  
1946 Chestnut PI (Zone: ???)  
13s


**Tom McNassor**  
27116126

**Safety : Mechanical Issues**

E-bike located on the ramp and laying on its side/blocking walk. E-bike set up right and moved to the side. CS: 20th St & Chestnut PI



### Monday July 1

 **Monday July 1 12:09 PM**  
near 2084 18th St (Zone: ???)  
2m 40s

**Austin Pettit**  
27131182

**Safety : Vandalism/Graffiti**

Graffiti on Union gateway bridge on elevator door on city house side CS: 18th St & Chestnut PI



**REPORT CRITERIA:**

Date Range: 7/1/2024 to 7/2/2024



Log Type: Safety : Vandalism/Graffiti, Safety : Mechanical Issues

GeoFence: CPVMD



**1 log found**

**Monday July 1**

	<p><b>Monday July 1 12:09 PM</b> near 2084 18th St (Zone: ???) 2m 40s</p>	<p><b>Austin Pettit</b> 27131182</p>
<p><b>Safety : Vandalism/Graffiti</b></p>		
<p>Graffiti on Union gateway bridge on elevator door on city house side CS: 18th St &amp; Chestnut Pl</p>		
		

**REPORT CRITERIA:**

Date Range: 7/4/2024 to 7/5/2024

Log Type: Safety : Vandalism/Graffiti, Safety : Mechanical Issues

GeoFence: CPVMD



**2 logs found**

**Thursday July 4**

<p><b>Thursday July 4 5:03 PM</b> near 1777 Chestnut Pl (Zone: ???) 1m 49s</p>	<p><b>Wolfgang Meesenburg</b> 27152550</p>
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**Safety : Vandalism/Graffiti**

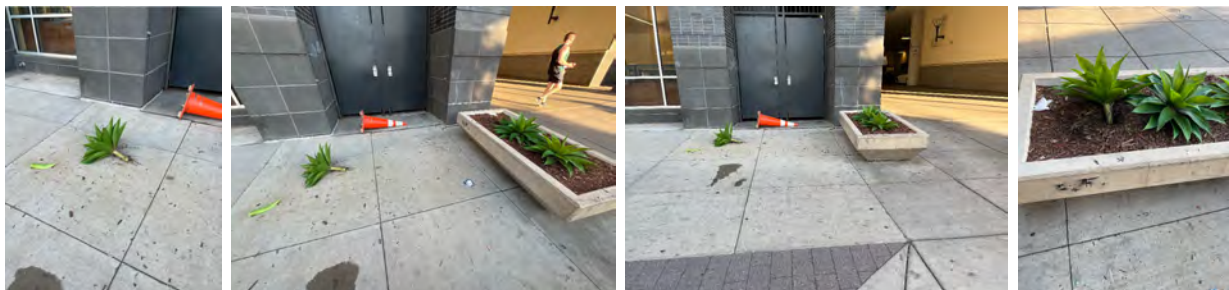
Graffiti on the northeast corner of the Jasper Towers and on the ground nearby at the southwest corner of the 18th/Chestnut Pl intersection. CS: 18th St & Chestnut Pl



<p><b>Thursday July 4 7:23 PM</b> near 1903 Chestnut Pl (Zone: ???) 1m 31s</p>	<p><b>Wolfgang Meesenburg</b> 27153772</p>
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**Safety : Vandalism/Graffiti**

Plant ripped out of the planter box at the Chestnut Pl entrance to the King Soopers parking garage ( on the left side). Tried to place the plant back in the planter. CS: 19th St & Chestnut Pl



**REPORT CRITERIA:**

Date Range: 7/9/2024 to 7/10/2024


Log Type: Safety : Vandalism/Graffiti, Safety : Mechanical Issues

GeoFence: CPVMD



**3 logs found**


**Wednesday July 10**

 <p><b>Wednesday July 10 5:56 AM</b>  <b>16th St &amp; Millennium Bridge (Zone: ???)</b>          1m 27s</p>	<p><b>Tom McNassor</b>          27187453</p>
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**Safety : Vandalism/Graffiti**

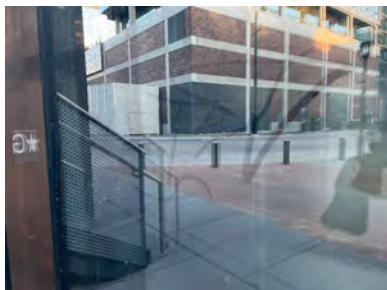
Tagging located, east elevator millennium bridge. Picture taken and data entered onto Clean & Safe app. CS: 16th St & Millennium Bridge



 <p><b>Wednesday July 10 6:11 AM</b>  <b>18th St &amp; 18th St Bridge (Zone: ???)</b>          1m 7s</p>	<p><b>Tom McNassor</b>          27187455</p>
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**Safety : Vandalism/Graffiti**

Tagging observed on the inside glass, east elevator pedestrian bridge. Picture taken and east west management contacted. CS: 18th St & Broadway



Wednesday July 10 7:47 AM  
1950 Chestnut PI (Zone: ???)  
45s

**Safety : Mechanical Issues**

Two e- bikes blocking walkway. Bikes moved, and relocated away from walkway. CS: The Pig & the Sprout Chestnut St





**REPORT CRITERIA:**

Date Range: 7/11/2024 to 7/12/2024

Log Type: Safety : Vandalism/Graffiti, Safety : Mechanical Issues

GeoFence: CPVMD



2 logs found

**Thursday July 11**



Thursday July 11 4:24 PM  
near Millennium bridge (Zone: ???)  
1m 45s

Brett Oster  
27198342

Safety : Vandalism/Graffiti

CS: 16th St & Millennium Bridge

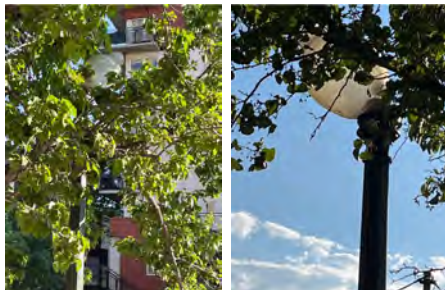


Thursday July 11 6:29 PM  
near 1515 Delgany St (Zone: ???)  
1m 11s

Brett Oster  
27199102

Safety : Mechanical Issues

Trees have overgrown and caused street lights to be taken off CS: Delgany St & Chestnut Pl



**REPORT CRITERIA:**

Date Range: 7/12/2024 to 7/15/2024


Log Type: Safety : Vandalism/Graffiti, Safety : Mechanical Issues

GeoFence: CPVMD



**3 logs found**

**Saturday July 13**

	<p><b>Saturday July 13 6:34 AM</b>  <b>16th St &amp; Millennium Bridge (Zone: ???)</b>          1m 4s</p>	<p><b>Tom McNassor</b>          27209531</p>
<p><b>Safety : Vandalism/Graffiti</b></p>		
<p>Tagging located on millennium bridge structure. Picture taken and data entered on cleaning safe app. CS: 16th St &amp; Millennium Bridge</p>		
		

### Sunday July 14



Sunday July 14 7:50 AM  
near 1750 Chestnut Pl (Zone: ???)  
1m 37s

Austin Pettit  
27214656

Safety : Vandalism/Graffiti

Whole Foods (1701 Wewatta St)

Graffiti on side of Whole Foods off chestnut side, notified clean team CS: 18th St & Chestnut Pl



### Monday July 15



Monday July 15 11:33 AM  
near Union Station Bus Concourse (Zone: ???)  
36s

Austin Pettit  
27222990

Safety : Vandalism/Graffiti

Graffiti on table that's in the garden next to Whole Foods CS: 17th St & Wazee St



**REPORT CRITERIA:**

Date Range: 7/15/2024 to 7/16/2024



Log Type: Safety : Vandalism/Graffiti, Safety : Mechanical Issues

GeoFence: CPVMD



**1 log found**

**Monday July 15**

	<p><b>Monday July 15 11:33 AM</b>  near <b>Union Station Bus Concourse (Zone: ???)</b>  36s</p>	<p><b>Austin Pettit</b>  27222990</p>
<p><b>Safety : Vandalism/Graffiti</b></p>		
<p>Graffiti on table that's in the garden next to Whole Foods CS: 17th St &amp; Wazee St</p>		
		

**REPORT CRITERIA:**

Date Range: 7/18/2024 to 7/19/2024

Log Type: Safety : Vandalism/Graffiti, Safety : Mechanical Issues

GeoFence: CPVMD



**1 log found**

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**Friday July 19**

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	<p><b>Friday July 19 5:56 AM</b>  <b>18th St &amp; 18th St Bridge (Zone: ???)</b>          1m 30s</p>	<p><b>Tom McNassor</b>          27249955</p>
<p><b>Safety : Mechanical Issues</b></p>		
<p>E scooter located on top of pedestrian bridge and blocking access to East elevator. The scooter was relocated. CS: 18th St &amp; Broadway</p>		



**REPORT CRITERIA:**

Date Range: 7/26/2024 to 7/29/2024

Log Type: Safety : Vandalism/Graffiti, Safety : Mechanical Issues

GeoFence: CPVMD



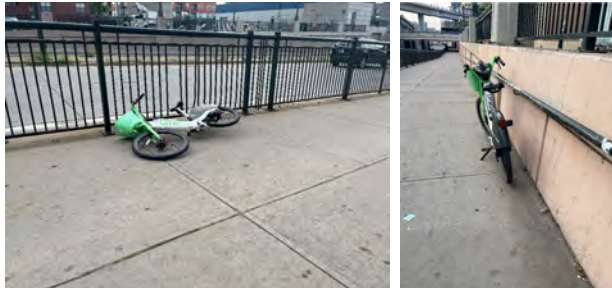
**3 logs found**

**Friday July 26**

<p><b>Friday July 26 6:45 AM</b>          20th St. pedestrian ramp, right (Zone: ???)          1m 14s</p>	<p><b>Tom McNassor</b>          27299074</p>
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**Safety : Mechanical Issues**

E-bike laying on its side and located on walkway. Bike relocated and set up right. CS: 16th St & Lightrail



<p><b>Friday July 26 7:21 AM</b>          16th St &amp; Millennium Bridge (Zone: ???)          1m 56s</p>	<p><b>Tom McNassor</b>          27299076</p>
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**Safety : Mechanical Issues**

Abandoned cart located in close proximity to East elevator millennium bridge. Picture taken, and data entered onto Clean & Safe app. CS: 16th St & Millennium Bridge



## Saturday July 27



Saturday July 27 12:31 PM  
18th St & 18th St Bridge (Zone: ???)  
1m

Tom McNassor  
27308283

### Safety : Mechanical Issues

East elevator pedestrian bridge is out of order. Picture taken and East west contacted. CS: 18th St & Broadway





**Elevator Technicians**  
 1153 Bergen Parkway Suite I - Box 320  
 Evergreen, CO 80439  
 Phone: (303) 641-6464 / Fax: (303) 949-2572  
[www.elevatortechnicians.com](http://www.elevatortechnicians.com)

**Proposal For:**  
**Millennium Bridge**

Attn: Branden Fries

07/29/2024

Elevator Technicians, Inc. proposes to furnish the necessary material and labor to perform the following work on your elevators at the above subject building.

- Furnish and install new Modular Ceiling

**Total cost of above mentioned work, labor and material for the cost of = \$11,828.00**

**OR**

- Furnish and install new Island Downright Ceiling

**Total cost of above mentioned work, labor and material for the cost of = \$13,188.00**

**Terms and Conditions**

Unless this proposal is accepted within sixty days from date, it shall be considered automatically withdrawn.

All material and work guaranteed to be first class in every particular, but the company shall not be held responsible for work done, apparatus furnished or repairs made by others, nor for the conditions of any part not furnished under this proposal.

The scope of work and pricing stated in this proposal are based on reasonable and foreseeable conditions. In the event the company encounters any extraordinary circumstances during the performance of the services contained in this proposal, the company shall cease its work, notify the purchaser of such extraordinary circumstances and the additional costs that will be added to this proposal in order to complete the services in light of extraordinary circumstances. In the event the company and purchaser cannot agree on such additional costs, then the company shall be relieved of its obligation to complete the services hereunder and the purchaser shall agree to pay to the company all fees due for work performed to the date of the cessation of such services.

The company shall not, in any event, be held responsible or liable for any loss, damage, detention, or delay caused by fire, floods, strikes, nor any other cause beyond its control, nor in any event for consequential damages. Should damage occur to the company's material or work on the premises by fire, theft, or otherwise, if not the not the company's fault, the purchaser is to compensate us therefore. Additionally, the purchaser agrees to provide a safe working environment for the performance of this work. The company reserves the right to discontinue the work in the building should this provision be violated.

Unless otherwise agreed, it is understood that the work shall be done during regular working hours of regular working days. If overtime work is mutually agreed upon and performed, the additional price for such overtime work usually charged by the company shall be added to the contract price named above. The company reserves reconstruction of invoices for this purpose.

It is expressly understood, in consideration of our performance of the service enumerated herein at the price stated, that nothing in this agreement shall be construed to mean that the company or its employees shall have responsibility for or that the purchasers responsibility for accidents to persons riding or being in or about the elevators referred to is in no way effected by this agreement.

It is agreed that all the apparatus furnished hereunder can be removed without material injury to the freehold, and the company retains title thereto until final payment in cash is made, with the right to retake possession of the same or any part thereof at purchasers cost if default is made by the purchaser in any of the payments, irrespective of the manner of attachments to the realty, the acceptance of notes, extension of time for payments, or the sale, mortgages, or lease of the premises.

We hereby guarantee the material and workmanship of only the apparatus furnished by the company under this contract, and the company will make good any defects not due to ordinary wear and tear or to improper use or care does not guarantee any minimum volume of sound or noise (electrical or audible) produced by the equipment.





**Elevator Technicians**

1153 Bergen Parkway Suite I - Box 320  
Evergreen, CO 80439  
Phone: (303) 641-6464 / Fax: (303) 949-2572

Payments not received after 60 days shall be considered a breach of contract and the company may terminate this agreement giving 15 days' notice. The purchaser agrees to pay all cost incurred to collect past due accounts not limited to legal fees, collection fees and interest.

The purchaser agrees to pay, as an addition to the price herein quoted, the amount of any tax based upon transfer, use, ownership, or possession of the equipment imposed by any law enacted after the date of this proposal or imposed upon the purchase or company by any existing law.

It is expressly agreed that there are no promises, agreements, or understandings outside of this contract, and that no change in, or addition to the terms or provisions hereof shall be made, except with the written consent of both the company and the purchaser.

All salvage rights for equipment disconnected, replaced, or removed shall belong to the company.

All provisions of this contract, including but not limited to those dealing with payment and possession, are binding against the owner of subject building and/or the herein named purchaser.

Purchaser must provide (if necessary) phone line, smoke sensors, shunt trip breakers, main line disconnects, car light disconnects, legal machine room and legal 2. If needed, barricades to be provided and maintained by others.

Payment shall be made pro-rata per elevator as follows: 30% upon acceptance, 30% upon delivery of equipment, 30% upon completion, and balance of 10% due 30 days after completion of the final elevator.

Respectfully Submitted,

Ted Murzyn  
Elevator Technicians

**Purchaser**

**Elevator Technicians**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# Repair Work Order



## Scope of Work

- TK Elevator will provide the labor and material to perform the following:
  1. Take elevator out of service per OSHA guidelines
  2. Remove the damaged / vandalised ceiling from the unit listed above
  3. Replace the damaged ceiling with ECI ceiling with a brushed stainless steel option
  4. Check unit for proper operation
  5. Return unit back to service
- END SCOPE OF WORK
- NOTE: This proposal is quoted with OT hours included.
- NOTE: All labor, material, shipping and sundries are included in this proposal. In addition the permitting cost to replace ceiling is included in this proposal

## Payment Terms

50% of the price set forth in this Work Order will be due and payable as an initial progress payment within 10 days from TK Elevator's receipt of a fully executed copy of this Work Order. This initial progress payment will be applied to any applicable project management, permits, engineering, drawings and material procurement. Material will be ordered once this payment is received and the parties have both executed this Work Order.

The remaining 50% of the price set forth in this Work Order and any fully executed change orders shall be due and payable at the time TK Elevator commences the work described in the Work Order. TK Elevator's receipt of this final payment is a condition precedent to TK Elevator's return of the equipment described in this Work Order to the full operation and use and Purchaser agrees to waive any and all claims to such operation and use until such time as that payment is made in full.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the affected elevator(s) until such time as TK Elevator has been paid 100% both of the price reflected in this Work Order and for any other work performed by TK Elevator or its subcontractors in furtherance of this Work Order. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full. TK Elevator reserves the right to assign payments owed to TK Elevator under this Work Order.

Work order price:		\$29,422.79
Initial progress payment:	(50%)	\$14,711.40
Total due upon completion:	(50%)	\$14,711.40



# Repair Work Order

## Terms and Conditions

TK Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent TK Elevator has performed the work described above.

No work, service, examination or liability on the part of TK Elevator is intended, implied or included other than the work specifically described above. It is agreed that TK Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Unless otherwise stated herein, TK Elevator's performance of this Work Order is expressly contingent upon Purchaser securing permission or priority as required by all applicable governmental agencies and paying for any and all applicable permits or other similar documents.

It is agreed that TK Elevator's personnel shall be given a safe place in which to work. TK Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, TK Elevator believes that any aspect of the location is in any way unsafe until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to TK Elevator's satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If overtime is mutually agreed upon, an additional charge at TK Elevator's usual rates for such work shall be added to the price of this Work Order.

In consideration of TK Elevator performing the work described above Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against TK Elevator, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the vertical transportation equipment that is the subject of this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend TK Elevator and its employees, officers, agents, affiliates and subsidiaries under this clause is broader and distinct from its duty to indemnify and specifically includes payment of all attorney's fees, court costs, interest and any other expenses of litigation arising out of such claims or lawsuits.

Purchaser expressly agrees to name TK Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the negligence or legal responsibility of TK Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control. TK Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

Should loss of or damage to TK Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate TK Elevator therefor, unless such loss or damage results solely from TK Elevator's own acts or omissions.

If any drawings, illustrations or descriptive matter are furnished with this Work Order, they are approximate and are submitted only to show the general style and arrangement of equipment being offered. Work Order.

Purchaser shall bear all cost(s) for any reinspection of TK Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of TK Elevator.

Purchaser expressly agrees to waive any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order and specifically releases TK Elevator from any and all such claims.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of any of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, any attorney fees, court costs and all other expenses, fees and costs incurred by TK Elevator in connection with the collection of that defaulted amount.

Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of TK Elevator under this Work Order shall be cumulative and the failure on the part of the TK Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by TK Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order.

In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order. This Work Order shall be considered as having been drafted jointly by Purchaser and TK Elevator and shall not be construed or interpreted against either Purchaser or TK Elevator by reason of either Purchaser or TK Elevator's role in drafting same.

In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between TK Elevator and Purchaser with respect to the work described herein.

# Repair Work Order



## Acceptance

This Work Order is submitted for acceptance within 30 days from the date executed by TK Elevator.

Purchaser's acceptance of this Work Order will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized TK Elevator manager.

This Work Order specifically contemplates work outside the scope of any other contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the branch address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work called for in this Work Order.

<b>(Purchaser):</b>		<b>TK Elevator Corporation Management Approval</b>	
By: _____		By: _____	
(Signature of Authorized Individual)		(Signature of Branch Representative)	
_____		John Canty	
(Print or Type Name)		Sales Manager	
_____			
(Print or Type Title)			
_____		_____	
(Date of Acceptance)		(Date of Execution)	

Please contact \_\_\_\_\_ to schedule work at the following phone number \_\_\_\_\_



REPAIR DOWN PAYMENT REQUEST

Date	Terms	Reference ID	Customer Reference # / PO
July 24, 2024	Immediate	ACIA-28N56BJ	
Total Contract Price:			\$29,422.79
Down Payment:		(50%)	\$14,711.40

For inquiries regarding your contract or services provided by TK Elevator, please contact your local account manager at . To make a payment by phone, please call 678-338-2344 with the reference information provided below.

Current and former service customers can now pay online at: <https://secure.billtrust.com/tkelevator/ig/one-time-payment>

Thank you for choosing TK Elevator. We appreciate your business.

**Please detach the below section and provide along with payment.**

Customer Name: Cliftonlaronallen Lp  
Location Name: 2098 16TH ST  
Customer Number: 8036374  
Quote Number: 2024-2-1743135

Reference ID: ACIA-28N56BJ

Remittance Amount: \$14,711.40

Remit To:  
TK Elevator  
PO Box 3796  
Carol Stream, IL  
60132-3796

For overnight checks, please send to:

Deluxe  
TK Elevator 3796  
5450 N. Cumberland Ave.  
Chicago, IL 60656



# Repair Completion Notice to be signed at job completion

Date: \_\_\_\_\_  
Repair Job #: \_\_\_\_\_

Building Name: 2098 16TH ST  
Street Address: 2098 16th St  
City State, Zip: Denver, CO 80202

Dear ,

Thank you for allowing us the opportunity to perform the repair job listed above. We have completed the work as outlined in job # \_\_\_\_\_ and the unit is now up and running. You will receive a final bill for this work shortly.

We hope your experience was exceptional and look forward to serving you in the future. If you have any questions about the repair work or your service agreement, please check one of the boxes under "Follow-Up Request" and the appropriate person will contact you soon.

### Customer Representative

Customer Name:

\_\_\_\_\_  
Print or Type Name

Customer  
Signature:

\_\_\_\_\_  
Signature of Authorized Individual

Title:

\_\_\_\_\_  
Print or Type Title

Date:

\_\_\_\_\_  
Date of acceptance

Customer Email:

\_\_\_\_\_  
Customer Email

### TK Elevator Representative

Name:

\_\_\_\_\_  
Print or Type Name

Signature:

\_\_\_\_\_  
Signature of Authorized Individual

Title:

\_\_\_\_\_  
Print or Type Title

Date:

\_\_\_\_\_

### Follow Up Request

If you would like a manager or department representative to contact you, please check one of the following:

- Sales Department
  - Branch Manager
- Phone Number

- Service Department
- Repair Department

Comments:

## Union Gateway Bridge Maintenance Proposal (CDR; Jay Fells)

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**\$400** - Loose stair/step repair - Secure the 5-6 loose steps and replace the 12-15 other missing bolts on various steps

**\$450** - Grind and paint around metal base on both sides of bridge. They are already pretty badly rusted through in places. We will paint to match (as close as possible) the entire lower section being repaired which is about 3 feet up to the first seam.

**\$650** - Scrape the south side of the concrete pillars on both sides of the bridge to remove the loose concrete around the mapping cracks. Paint to match (as close as possible) the south side of both concrete pillars to help slow down the cracking. I do not feel that there is any structural issue now or anytime in the foreseeable future, it is just an aesthetic issue. The only advantage of addressing it now is that it will take less work and repair than it probably would the longer you wait. It doesn't look to be deteriorating rapidly at this point.

**\$750** - Grind and paint two areas (one on the north side and one on the south side) where grounding cables are attached to the top side of the bottom beam. These areas are only about one square foot each right now and are only visible from the bridge looking over the sides. It isn't a major issue now and isn't a structural issue, but over time the rust will continue to spread and start bleeding over the sides of the beam. The easiest way to access these for repair will be to harness to the bridge and rappel down to them. This will be way cheaper and easier than trying to coordinate with the City of Denver, RTD and the Railroad for access and to set up scaffolding or bring in a mobile lift.

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**Total: \$2,250**

This does include all the labor, materials and acquisition of materials to complete the projects.



## CENTRAL PLATTE VALLEY METROPOLITAN DISTRICT

### TECHNOLOGY ACCESSIBILITY STATEMENT

Central Platte Valley Metropolitan District (the “District”) is committed to providing equitable access to our services, programs, and activities to all members of the public. The District’s ongoing accessibility efforts work toward being compliant with the Web Content Accessibility Guidelines (WCAG) version 2.1, level AA criteria. The District welcomes comments on how to improve its technology’s accessibility for users with disabilities as well as requests for reasonable modifications and/or accommodation to any District services, programs, and/or activities.

Please let us know if you encounter inaccessible information and communication technology. The District is committed to responding to requests for reasonable modifications and/or accommodation as well as reports of accessibility issues in a timely manner.

**For reports of inaccessible information and communication technology or to request reasonable modifications or accommodations to District information and communication technology, please contact the District at:**

**Phone: 303-779-5710**

**E-mail: [SDAccessibility@clacconnect.com](mailto:SDAccessibility@clacconnect.com)**