

# DENVER CONNECTION WEST METROPOLITAN DISTRICT

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

## NOTICE OF A SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Robert A. Johnson	President	2020/May 2020
Craig Wagner	Treasurer	2022/May 2022
Eric McEachen	Assistant Secretary	2020/May 2020
David Brown	Assistant Secretary	2020/May 2020
Jeff McGovern	Assistant Secretary	2022/May 2022
Lisa A. Johnson	Secretary	

DATE:        April 1, 2019  
TIME:        1:30 P.M.  
PLACE:       William Lyon Homes  
                  400 Inverness Parkway, Suite 350  
                  Englewood, CO 80112

### I.        ADMINISTRATIVE MATTERS

#### A.        Present Conflict Disclosures.

---

#### B.        Approve Agenda, confirm location of the meeting, posting of meeting notices.

---

### II.       CONSENT AGENDA

- Review and approve Minutes of the February 26, 2019 Regular Meeting (enclosure).
  - Ratify approval of District Facilities Rules and Regulations (enclosure).
- 

### III.      FINANCIAL MATTERS

#### A.        Review and consider approval of payment of claims as follows (enclosure):

Fund	Period Ending Mar. 14, 2019
General	\$ 10,609.16
Debt	\$ -0-
Capital	\$ 232,893.48
<b>Total</b>	<b>\$ 243,502.64</b>

---

- B. Consider acceptance of financial statements dated, February 28, 2019 and the schedule of cash position for the period ending February 28, 2019 updated as of April 1, 2019 and schedule of developer advances (enclosures).
- 

#### IV. LEGAL MATTERS

- A. Discuss status of Intergovernmental Agreement between the District and the City and County of Denver regarding Gateway Public Improvements.
- 
- B. Discuss status of acquiring legal services with Altitude Community Law regarding covenant enforcement.
- 

#### V. COVENANT ENFORCEMENT/DESIGN REVIEW/OPERATIONS

- A. Review and discuss Community Manager's Report (enclosures).
- 
- B. Ratify approval of the following service agreements between the District and:
    - 1. ETG Systems, Inc for Security Services (enclosure).
    - 2. Westmac LLC d/b/a Metro Building Services for HUB Cleaning Services (enclosure).
    - 3. Absolute Pools for Pool and Spa Maintenance (to be distributed).
- 

#### VI. CONSTRUCTION MATTERS

- A. Engineer's Report (enclosure).
    - 1. Discuss status of HUB Facility.
- 
- a. Review and consider approval of Task Order No. 2 to the MSA with Godden Sudik for Additional Services in the amount of \$15,335 (to be distributed).
- 
- b. Review and consider approval of Task Order No. 2 to the MSA with ETG Systems, Inc. for Additional HUB Security in the amount of \$3,741.79 (enclosure).
-

- c. Ratify approval of Change Order No. 5 to Brightview Landscape Development, Inc., Contract to extend sleeving/Pollinator Park in the amount of \$3,159 (enclosure).
- 

- d. Ratify approval of Change Order No. 6 to Brightview Landscape Development, Inc., Contract to demo and replace curb in Dog Park in the amount of \$16,203 (enclosure).
- 

- B. Ratify approval of Final Acceptance for Chato's Concrete, LLC (enclosure).
- 

- C. Review and consider approval/status of Cost Certification Report No.14 (to be distributed).
- 

VII. OTHER BUSINESS

- A. Discuss regular meeting schedule and location for remainder of 2019.
- 

- B.
- 

VIII. ADJOURNMENT     **THE NEXT REGULAR MEETING IS SCHEDULED FOR APRIL 23, 2019.**

## RECORD OF PROCEEDINGS

---

### MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE DENVER CONNECTION WEST METROPOLITAN DISTRICT (THE "DISTRICT") HELD FEBRUARY 26, 2019

A regular meeting of the Board of Directors of the Denver Connection West Metropolitan District (referred to hereafter as the "Board") was convened on Tuesday, February 26, 2019, at 1:30 p.m., at the offices of William Lyon Homes, 400 Inverness Parkway, Suite 350, Englewood, Colorado 80112. The meeting was open to the public.

---

**Directors In Attendance Were:**

Robert A. Johnson  
Craig Wagner  
Eric McEachen  
Jeffrey McGovern

Following discussion, upon motion duly made by Director McGovern, seconded by Director Johnson and, upon vote, unanimously carried, the absence of Director Brown was excused.

**Also In Attendance Were:**

Lisa A. Johnson and Judy Leyshon; Special District Management Services, Inc.

Elisabeth Cortese, Esq.; McGeady Becher P.C.

Jason Carroll; CliftonLarsonAllen LLP

Kim Fiore; Independent District Engineering Services, LLC

Lisa Loprino; William Lyon Homes

---

## RECORD OF PROCEEDINGS

---

### DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

The Board noted that disclosures of potential conflict of interest statements for each of the Directors were filed with the Secretary of State seventy-two hours in advance of the meeting. Attorney Cortese requested that the Directors consider whether they had any additional conflicts of interest to disclose. Attorney Cortese noted for the record that there were no new disclosures made by the Directors present at the meeting and incorporated for the record those applicable disclosures made by the Board Members prior to this meeting and in accordance with the statutes. It was noted that disclosure statements had been filed for all Directors by the statutory deadline.

---

### ADMINISTRATIVE MATTERS

**Agenda:** Ms. Johnson distributed for the Board's review and approval a proposed Agenda for the District's regular meeting.

Following discussion, upon motion duly made by Director McGovern, seconded by Director Johnson and, upon vote, unanimously carried, the Agenda was approved, as amended.

**Approval of Meeting Location:** The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. Following discussion, upon motion duly made by Director McGovern, seconded by Director Johnson and, upon vote, unanimously carried, the Board determined that because there was not a suitable or convenient location within its boundaries, or within the county the District is located, to conduct this meeting, it was determined to conduct the meeting at the above-stated location. The Board further noted that notice of this location was duly posted and that they have not received any objections to the location or any requests that the meeting place be changed by taxpaying electors within its boundaries.

---

### CONSENT AGENDA

The Board considered the following actions:

- Review and approve Minutes of the January 22, 2019 regular meeting.
- Ratify approval of release of retainage to Slaton Bros., Inc.

Following discussion, upon motion duly made by Director Johnson, seconded by Director Wagner and, upon vote unanimously carried, the Board approved and/or ratified approval of, as appropriate, the above actions.

---

## RECORD OF PROCEEDINGS

---

### FINANCIAL MATTERS

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

Fund	Period Ending Feb. 26, 2019
General	\$ 12,682.73
Debt	\$ -0-
Capital	\$ 337,854.50
<b>Total</b>	<b>\$ 350,537.23</b>

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

**Financial Statements and Schedule of Cash Position:** Mr. Carroll presented to the Board the unaudited financial statements dated December 31, 2018 and schedule of cash position statement ending December 31, 2018, updated as of February 12, 2019 and Schedule of Developer Advances.

Following review, upon motion duly made by Director Wagner, seconded by Director McEachen and, upon vote, unanimously carried, the Board accepted the unaudited financial statements dated December 31, 2018 and schedule of cash position statement ending December 31, 2018, updated as of February 12, 2019 and Schedule of Developer Advances.

### LEGAL MATTERS

**Intergovernmental Agreement between the District and the City and County of Denver regarding Gateway Public Improvements:** Attorney Cortese presented to the Board an update on the Intergovernmental Agreement between the District and the City and County of Denver regarding Gateway Public Improvements. She noted that she continues to work with the City and County of Denver and the Intergovernmental Agreement is progressing.

**Rescind Prior Approval of Second Amendment to Operation Funding Agreement between the District and William Lyon Homes, Inc., d/b/a Village Homes:** The Board discussed rescinding prior approval of Second Amendment to Operation Funding Agreement between the District and William Lyon Homes, Inc., d/b/a Village Homes.



## RECORD OF PROCEEDINGS

---

Following discussion, upon motion duly made by Director McGovern, seconded by Director Wagner and, upon vote, unanimously carried, the Board rescinded prior approval of Second Amendment to Operation Funding Agreement between the District and William Lyon Homes, Inc., d/b/a Village Homes.

**Legal Services Regarding Covenant Enforcement:** Attorney Cortese discussed with the Board legal services regarding covenant enforcement.

It was noted that the Board requested Attorney Cortese to solicit a proposal from Altitude Community Law.

Following discussion, upon motion duly made by Director Johnson, seconded by Director Wagner and, upon vote, unanimously carried, the Board approved the engagement of Altitude Community Law, subject to final review by legal counsel.

### **COVENANT ENFORCEMENT/ DESIGN REVIEW**

**Community Manager's Report:** Ms. Johnson presented to the Board the Community Manager's Report for review.

**Snow Removal Process:** It was noted that no changes were needed to the current process for snow removal.

**Covenant Violation Letters:** The Board discussed Covenant Violation Letters.

Following discussion, upon motion duly made by Director McGovern, seconded by Director Johnson and, upon vote, unanimously carried, the Board approved Covenant Violation Letters, subject to final revisions by legal counsel.

**District Facilities Rules and Regulations:** The Board discussed District Facilities Rules and Regulations.

Following discussion, upon motion duly made by Director Johnson, seconded by Director Wagner and, upon vote, unanimously carried, the Board approved the District Facilities Rules and Regulations, subject to final review by legal counsel.

### **CONSTRUCTION MATTERS**

**Engineer's Report:** Ms. Fiore reviewed with the Board the Engineer's Project Status Report dated February 26, 2019. A copy of the report is attached and incorporated herein by this reference.

## RECORD OF PROCEEDINGS

---

**HUB Facility:** Ms. Fiore presented to the Board an update on the HUB.

*Task Order No. 2 to Master Services Agreement with Godden Sudik for Additional Services:* The Board deferred discussion at this time.

*Change Order Request No. 1 to the Thoutt Brothers Contract for Mew Concrete Reduction:* The Board deferred discussion at this time.

*Change Order No. 1 to the Thoutt Brothers Contract for Winter Concrete:* The Board discussed Change Order No. 1 to the Thoutt Brothers Contract for winter concrete.

Following discussion, upon motion duly made by Director Wagner, seconded by Director Johnson and, upon vote unanimously carried, the Board approved Change Order No. 1 to the Thoutt Brothers Contract for winter concrete for an increase in the amount of \$110.25.

*Change Order No. 20 to the MW Golden Contract for Handrails:* The Board reviewed Change Order No. 20 to the MW Golden Contract for Handrails.

Following discussion and review, upon motion duly made by Director Wagner, seconded by Director Johnson and, upon vote unanimously carried, the Board ratified approval of Change Order No. 20 to the MW Golden Contract for Handrails for an increase in the amount of \$2,080.

*Change Order No. 21 to the MW Golden Contract for Trim Wall Tiles at Windows:* The Board reviewed Change Order No. 21 to the MW Golden Contract for trim wall tiles and windows.

Following discussion and review, upon motion duly made by Director Wagner, seconded by Director Johnson and, upon vote unanimously carried, the Board ratified approval of Change Order No. 21 to the MW Golden Contract for trim wall tiles and windows for an increase in the amount of \$628.

*Change Order No. 22 to the MW Golden Contract for Furnace Evaporator Coil:* The Board reviewed Change Order No. 22 to the MW Golden Contract for furnace evaporator coil.



## RECORD OF PROCEEDINGS

---

Following discussion and review, upon motion duly made by Director Wagner, seconded by Director Johnson and, upon vote unanimously carried, the Board ratified approval of Change Order No. 22 to the MW Golden Contract for furnace evaporator coil for an increase in the amount of \$2,107.

Change Order No. 23 to the MW Golden Contract: Following discussion, the Board denied approval.

Change Order No. 4 to BrightView Landscape Development, Inc., Contract for Additional Concrete: The Board reviewed Change Order No. 4 to BrightView Landscape Development, Inc. Contract for additional concrete.

Following discussion and review, upon motion duly made by Director Johnson, seconded by Director Wagner and, upon vote unanimously carried, the Board ratified approval of Change Order No. 4 to the BrightView Landscape Development, Inc., Contract for additional concrete for an increase in the amount of \$2,764.

Change Order No. 6 to BrightView Landscape Development, Inc. Contract to Extend Sleeving/Pollinator Park: The Board deferred discussion at this time.

**Task Order No. 4 to the Master Services Agreement with Independent District Engineering Services, LLC ("IDES") for District Oversight Services from December 2018 through May 2019:** The Board reviewed Task Order No. 4 to the Master Services Agreement with IDES for District Oversight Services from December 2018 through May 2019.

Following discussion and review, upon motion duly made by Director Johnson, seconded by Director Wagner and, upon vote unanimously carried, the Board ratified approval of Task Order No. 4 to the Master Services Agreement with IDES for District Oversight Services from December 2018 through May 2019 in the amount of \$65,000.

**Cost Certification Report No. 13:** Ms. Fiore presented to the Board Cost Certification Report No. 13.

Following discussion, upon motion duly made by Director Johnson seconded by Director Wagner and, upon vote, unanimously carried, the Board approved Cost Certification Report No. 13 in the amount of \$532,519.41.

## RECORD OF PROCEEDINGS

---

### OTHER BUSINESS

There was no other business for discussion.

\_\_\_\_\_

### ADJOURNMENT

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

Respectfully submitted,

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

THESE MINUTES ARE APPROVED AS THE OFFICIAL FEBRUARY 26, 2019  
REGULAR MINUTES OF THE DENVER CONNECTION WEST  
METROPOLITAN DISTRICT BY THE BOARD OF DIRECTORS SIGNING  
BELOW:

\_\_\_\_\_  
Robert A. Johnson

\_\_\_\_\_  
Craig Wagner

\_\_\_\_\_  
Eric McEachen

\_\_\_\_\_  
David Brown

\_\_\_\_\_  
Jeffrey McGovern

# DENVER CONNECTION WEST METRO DISTRICT

## Board Meeting Project Status

February 26, 2019



### Project Work

#### **Site Visits**

Site visits were done weekly. The overall status of construction is as follows:

- Earthwork import to the park is on-going.
- Construction on the Hub is on-going.
- The Hub interior furniture and décor is installed. The outdoor furniture will be delivered in the spring.
- Final punchlist items are being addressed for the Hub interior to be able to get Temporary Certificate of Occupancy.
- Hub fencing is on-going. Pools and plantings will be done in spring.
- Construction of the Green Valley Ranch Boulevard median, traffic signal and south lanes are complete. Minor repairs requested of Chato's Concrete have been made. Still do not have City Initial Acceptance for the median.
- Construction of the open space flat concrete is ongoing as weather permits.
- The dog park trellis is installed. Seat walls, planter walls and other park amenities are on-going.

#### **Cost Certification**

- Cost Certification #13 – Need invoices to review





## **Construction Contract Documents**

### **Contractor Contracts**

- Final Acceptances (not Warranty Acceptance)
  - Chato's Concrete – Waiting on City to provide Initial Acceptance

### **District Contract Change Orders**

- Brightview
  - Change Order 4 – Additional Concrete - \$2,764.00 – Recommend Ratification
  - Change Order Request 6 – Extend Sleeving Pollinator Park - \$3,159.00 – WLH Reviewing
- MW Golden
  - Change Order 20 – Handrails - \$2,080.00 – Recommend Ratification
  - Change Order 21 – Trim Wall Tiles at Windows - \$628.00 – Recommend Ratification
  - Change Order 22 - Furnace Evaporator Coil – \$2,107.00 – Recommend Ratification
  - Change Order Request - Gate Hardware – Waiting on Resubmittal
  - Change Order Request – Omerta Backcharge – Waiting on Field Measurement
- Thoutt Brothers
  - Change Order 1 – Winter Concrete - \$110.25 – Recommend Approval
  - Change Order Request 1 – Mew Concrete Reduction – Waiting on Thoutt to walk quantities with William Lyon Homes

## **Consultant/Vendor Agreements**

### **Consultant/Vendor Agreements**

- None

### **Consultant/Vendor Task Orders**

- Godden Sudik
  - Task Order 2 – Additional Services – \$15,335.00

- IDES

Task Order 4 – District Oversight Services – \$65,000.00 – Recommend Ratification

**Other Matters**

None



**DENVER CONNECTION WEST METROPOLITAN DISTRICT**

**DISTRICT FACILITIES RULES AND REGULATIONS**

The Board of Directors of the Denver Connection West Metropolitan District hereby declares that the following District Facilities Rules and Regulations ("Rules and Regulations") have been prepared and adopted to provide for the administration and operation of the facilities of the District included but not limited to the HUB at Denver Connection, the swimming pool and spa, parks and open space (the "District Facilities"). Rates and fees contained in the Rules and Regulations shall be effective as of the date of adoption.

The Board of Directors hereby expressly reserve the right to make any lawful addition and/or revisions in these Rules and Regulations when and as they may become advisable to properly manage the District and to promote the peace, health, safety and welfare of the people residing in the District. These Rules and Regulations are supplementary to, and are not to be construed as, any abridgement of any lawful rights of the Board as outlined in the Colorado Revised Statutes governing Special Districts.

Adopted this 14<sup>th</sup> day of March 2019,

METROPOLITAN DISTRICT

DENVER CONNECTION WEST

By:   
President

Attest:

  
Secretary

**DENVER CONNECTION WEST METROPOLITAN DISTRICT**  
**DISTRICT FACILITIES RULES AND REGULATIONS**

**TABLE OF CONTENTS**

	PAGE
Introduction.....	3
Article I – HUB Rules and Regulations.....	3
A. Reserving the HUB by District Members.....	3
B. Reserving the HUB by Non-District Members.....	4
C. Procedures During the Event .....	4
D. Procedures Following the Event .....	5
E. General Rules .....	5
Article II – Swimming Pool/Spa Rules and Regulations.....	7
Article III – Parks and Open Space.....	7
Article IV – Code of Conduct.....	7
Exhibit A – Schedule of Fees .....	9
Exhibit B- HUB Use or Rental Agreement.....	10
Exhibit C – HUB Use Instructions .....	12

## DENVER CONNECTION WEST METROPOLITAN DISTRICT

### RULES AND REGULATIONS INTRODUCTION

These District Facilities Rules and Regulations ("Rules and Regulations") have been adopted by the Board of Directors ("Board") of Denver Connection West Metropolitan District ("District") in order to set forth standards for the use and operation of certain District facilities. The District shall retain the power to amend these Rules and Regulations as it deems appropriate. Any such amendments shall be by resolution adopted at a regular or special meeting of the Board and periodically incorporated in printed copies of these Rules and Regulations. Prior notice of these amendments shall not be required to be provided by the District exercising its amendment powers.

### ARTICLE I. HUB RULES AND REGULATIONS

The HUB is available to community members of the Denver Connection West Metropolitan District for private social functions. To reserve the HUB, contact MSI at 303-420-4433 or [reservations@msiho.com](mailto:reservations@msiho.com). The Applicant for the reservation will be responsible for any damage to the premises occurring during their use of the HUB, including, but not limited to, damage to the interior or exterior of the facility, furniture and/or fixtures. Non-District Members may reserve the HUB with the purchase of an annual membership as outlined in Exhibit A. Membership fee payment, damage and cleaning deposit and facility inspection fee must be made prior to reserving the HUB.

#### A. RESERVING THE HUB BY DISTRICT MEMBERS

1. Application for a reservation can be requested on the District's website at <http://denverconnectionwestmetropolitandistrict.com> or by contacting the Community Manager. Applications for a reservation are accepted for no more than three (3) months in advance of a request. Damage and cleaning deposit in the amount of \$300.00 is required for every event. An inspection fee of \$50 will also be required for every event. The deposit is to be paid by personal check at the time of reservation. The facility inspection fee is to be paid by certified funds. Both payments should be made payable to Denver Connection West Metropolitan District and mailed/delivered to:

Denver Connection West MD  
C/O MSI, Inc, Reservations  
MSI, LLC  
11002 Benton St.  
Westminster, CO 80020

2. A "HUB Reservation Agreement" must be completed, signed and returned to confirm the time of the reservation.



3. The key card to the HUB will be available for pick-up by the Applicant the day before the event. Key cards must be returned on the next business day after the event. A \$25/day fee will be charged in the event the key is not returned as stated above.
4. Damage and cleaning deposit will be returned by mail after the key is returned and the HUB has been inspected by a District representative. The HUB facility is expected to be returned in the same condition as it was prior to the event held.

## **B. RESERVING THE HUB BY NON-DISTRICT MEMBERS**

1. Non – District members are required to purchase an annual membership in the amount of \$2,550.00 per year per household.
2. A "HUB Reservation Agreement" must be completed, signed and returned at the time of the reservation. Damage and cleaning deposit, membership fee and facility inspection fee must also be paid at this time.
3. Three payments must be prepared for the reservation of the HUB, one for the annual membership in the amount of \$2,550.00, another for the damage and cleaning deposit in the amount of \$300 and a third in the amount of \$50 for the facility inspection fee. Payments for the annual membership fee and facility inspection are to be made in the form of certified funds and made payable to the Denver Connection West Metropolitan District. Payments for the damage and cleaning deposit can be made by personal check and made payable to the Denver Connection West Metropolitan District.
4. The key card to the HUB will be available for pick-up by the Applicant the day before the event. Key cards must be returned on the next business day after the event. A \$25/day fee will be charged in the event the key is not returned as stated above.
5. The HUB facility is expected to be returned in the same condition as it was prior to when the event is held. The damage and cleaning deposit will be returned by mail after the inspection and the key has been returned.

## **C. PROCEDURES DURING THE EVENT**

1. Events shall not begin before 8:00 a.m. and shall terminate no later than 9:00 p.m.
2. The Applicant reserving the HUB must be in attendance at all times during the event. The Applicant is responsible for the conduct of all guests.
3. All vehicles must be properly parked surrounding the HUB and not take resident parking spaces within the community. Improperly parked vehicles may be towed at the owner's expense.

4. The swimming pool, swimming pool deck area and hot tub cannot be reserved as part of the HUB function. Swimming suits or wet clothing is not allowed at any time in the HUB.
5. Under no circumstances shall alcoholic beverages be sold at events. If an applicant wants to serve alcohol at an event, a certificate of insurance from the applicant is required. This may be obtained from the applicant's homeowner's policy as host liquor.
6. No food is allowed on the sofas or soft seating to prevent damage to the fabric.
7. Trash bags are provided and all trash is to be removed from the HUB and placed in the outside trash receptacle.
8. No pets, with the exception of Service Animals are permitted in the HUB.
9. No smoking, vaping chewing tobacco, drugs (legal or illegal), or cannabis is permitted within the HUB.
10. Doors and windows are to be kept closed when the heat or air conditioning is in use.
11. No writing or decorations are permitted on the windows. Only removable tape (i.e. masking, painters or "Scotch" tape) may be used to attach decorations. "Duct" tape or other type of sticky tape that might damage the finish of the walls, etc. is prohibited.

#### **D. PROCEDURES FOLLOWING THE EVENT**

1. Cleaning the HUB is the responsibility of the Applicant and shall be completed no later than the date and time indicated in the HUB Reservation Agreement. An authorized District representative will inspect the premises after the event. The damage and cleaning deposit, less any costs for cleaning and/or repairs will be returned within 7 business days after the inspection is completed and the key returned. A fee of \$40/hour will be charged for any cleaning and/or trash removal.
2. The Applicant reserving the HUB is responsible for payment or replacement cost for all items damaged or lost as a result of, or occasioned by the Applicant's use of the property.
3. It is the responsibility of the Board of Directors to insure the repair or replacement of all Clubhouse property damaged during a private or community event as soon as possible.

#### **E. GENERAL RULES**

1. The District may sponsor community events and /or programing. In the event damage occurs at a community sponsored event, the person or persons causing the damage will be held responsible for the repairs.
2. An individual may be denied use of one or more District Facilities for the following reasons:



- i. History of negligence concerning District Facilities rules, regulations, policies, or procedures.
  - ii. More than 2 quarters delinquent in Operations and Maintenance Fees.
  - iii. Resident of any lot that has received a third offense or more in the covenant enforcement process.
  - iv. Other reasons deemed substantial by the Board of Directors.
- 3. The Board of Directors of the Denver Connection West Metropolitan District and District Manager of same are to be provided with a schedule of events occurring in the HUB each month.
- 4. HUB programming will take priority over Member requested reservations.
- 5. Maximum occupancy inside the HUB is 90 persons.
- 6. Surveillance cameras are in use at all times.
- 7. No one under the age of 21 is allowed to use the HUB unless supervised by a resident, property owner or member over the age of 21.
- 8. Waivers of liability are required for all residents and non-residents using the HUB facility.
- 9. One key card will be issued per household/membership.
- 10. The HUB will not be available for reservations on the following holidays in 2019:

New Year's Day	January 1
Martin L. King Jr.'s Birthday	3rd Monday in January
Presidents Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25

11. Sales, solicitations, distribution and posting of materials are prohibited within the District Facilities and other District property. The District may designate certain areas outside the District Facilities and in other areas of the District Facilities for sales, solicitations and distribution of materials. Activities may be further restricted to specific times and dates as determined by the District. Users may not use the District Facilities (including the HUB) for commercial or business purposes including, but not limited to, sales of goods or services, personal training sessions, athletic lessons, advertising, or promotions.

## **ARTICLE II. SWIMMING POOL RULES AND REGULATIONS**

**RESERVED: Rules and Regulations governing the use of the swimming pools and hot tub are in the process of being prepared.**

## **ARTICLE III. PARKS AND OPEN SPACE**

**RESERVED: Rules and Regulations governing the use of the Parks and Open Space are in the process of being prepared.**

## **ARTICLE IV. CODE OF CONDUCT**

Disorderly conduct as determined by the Board of Directors will result in immediate disciplinary action. Such discipline may include a minimum of one month's suspension of use of the District Facilities (i.e. HUB Swimming Pool) at the Board's discretion. If a District representative deems it necessary to involve law enforcement authorities, a minimum suspension of 30 days from the HUB and/or Swimming Pool Facilities may be issued after consideration of the circumstances surrounding the incident in question by the District Board. Disorderly conduct may include, but is not limited to the following:

1. Threatening, profane, indecent, coercive or disrespectful actions, gestures, words or language to District representatives, fellow Members or guests;
2. Fighting (verbal or physical), scuffling or horseplay within any Facility or on District property;
3. Possession or use of Legal or Illegal drugs and use of cannabis within any District Facility or on District property;
4. Smoking or vaping within the HUB or Pool fenced area;
5. Unacceptable loitering within the HUB or on District property or any District facilities deemed to be destructive or offensive;
6. Dress code violations;

7. Failing to obey any directive given by a Board Member/District Manager or District Representative in accordance with these Rules and Regulations;
8. Theft or attempt to remove equipment or items belonging to the District, its members or guests;
10. Damage or vandalism to HUB or Pool equipment or facilities;
11. Failure to obey posted safety rules;
12. Committing illegal or criminal acts in violation of state, local, or federal laws or regulations;
13. Actions or activities that in the discretion of the District Board of Directors are not respectful of the well-being of other persons and/or property.

## **EXHIBIT A**

### **DENVER CONNECTION WEST METROPOLITAN DISTRICT**

#### **SCHEDULE OF FEES**

Fees shall be assessed as follows for non-residents or non-property owners of the Denver Connection West Metropolitan District:

\$2,550.00 per year - household membership

\$300 per event – Damage and Cleaning Deposit for the HUB

\$50 per event –Facility Inspection fee

\$50 per key card for replacement of lost/stolen or damaged key card

Fees shall be assessed as follows for residents/property owners of Denver Connection West Metropolitan District:

\$300 per event – Damage and Cleaning Deposit for the HUB

\$50 per event – Facility Inspection Fee

\$50 per key card for replacement of lost/stolen or damaged key card

## EXHIBIT B

### DENVER CONNECTION WEST METROPOLITAN DISTRICT

#### HUB USE OR RENTAL AGREEMENT

This Agreement is made and entered into by and between the Denver Connection West Metropolitan District and the Applicant named below for use of the HUB Facility. The use or rental of the HUB Facility shall be for the type of function indicated below and shall be in accordance with the provisions of this Agreement and the "District Facilities Rules and Regulations" adopted by the Board of Directors of the District and attached hereto and incorporated herein by this reference:

Applicant's Name: \_\_\_\_\_ (the "Applicant")

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone : (H) \_\_\_\_\_ (W) \_\_\_\_\_

Date of Function: \_\_\_\_\_ Is this a commercial function? \_\_\_\_\_

Hours of Function \_\_\_\_\_ (include set up and cleanup) HUB must be vacated by 9:00 PM.

Date & Time for Return of key \_\_\_\_\_ (no later than 24 hours or next business day after function)

Number of Guests \_\_\_\_\_

Will food be served? \_\_\_\_\_ Will alcohol be served? \_\_\_\_\_ *Note: IF alcohol is served, insurance certificate provided* \_\_\_\_\_

***Alcoholic Beverages are not to be sold on the premises at any time.***

Will Kitchen be used? \_\_\_\_\_ Will there be music? \_\_\_\_\_

The \$300 Damage and Cleaning Deposit may be refunded after an inspection is completed and return of key card following the function and the HUB is found to have been left in an acceptable condition. The fee for the facility inspection is \$50 per event. The Applicant is responsible for the payment of actual repair or replacement costs for all HUB property damaged or lost as a result of or occasioned by the Applicant's use of the HUB and HUB property.

For Non-District Applicants, the annual membership fee of \$2,550.00 (or proof of prior payment), a \$300 damage and cleaning Deposit and a \$50 facility inspection fee must accompany this Agreement. The damage and cleaning Deposit may be refunded after an inspection is completed (and return of key card) following the function and the HUB is found to have been left in an acceptable condition. The Applicant is responsible for the payment of actual repair or replacement costs for all HUB property damaged or lost as a result of or occasioned by the Applicant's use of the HUB and HUB property.



The Applicant making the reservation must be in attendance for the ENTIRE duration of the function.

Vehicles of event participants must be properly parked in parking spaces surrounding the HUB. Those vehicles not properly parked in parking spaces surrounding the HUB may be subject to tow.

The swimming pool, swimming pool deck area and spa cannot be reserved as part of the HUB function. Swimming attire is not allowed at any time in the HUB.

Solicitation Policy. Sales, solicitations, distribution and posting of materials other than in areas designated by the District, if any, are prohibited within the HUB. Activities may be further restricted to specific times and dates as determined by the District. Users may not use the HUB for commercial or business purposes including, but not limited to, sales of goods or services, personal training sessions, athletic lessons, advertising, or promotions.

I understand and agree to abide by the terms of this Agreement and the "District Facilities Rules and Regulations." I understand that I am responsible for any loss or damage of the HUB facility or surrounding areas which may occur as a result of this function and agree to hold the Denver Connection West Metropolitan District harmless from any and all liability or damage resulting from the actions of myself, my family, or any attendees at the function. I acknowledge that I have read this Agreement and the "District Facilities Rules and Regulations," which are incorporated herein by this reference.

**This AGREEMENT entered into on (date)** \_\_\_\_\_

**Signature of Applicant** \_\_\_\_\_ **Date** \_\_\_\_\_

**Accepted by:** \_\_\_\_\_

**Amount collected:** \_\_\_\_\_

## EXHIBIT C

## **DENVER CONNECTION WEST METROPOLITAN DISTRICT HUB**

### **USE INSTRUCTIONS**

This information is being provided to acquaint you with the Denver Connection West Metropolitan District HUB and assist you with your use of the space.

1. The front door is to remain locked during all events. Upon leaving the Hub, the door will be locked once reservation time expires. Check that the door will not open – note that even when locked the handle will turn.
2. There are three (3) thermostats in the Hub. They are to be set at 74 for Cool and 68 for Heat when the room is not being occupied. Be sure they are returned to these settings when event is completed. Keep all doors closed when cooling or heating The Hub.
3. Lights and fans are operated in the following manner:
  - a. Upon entering The Hub there is a one light switch to the right of the front door.
  - b. The fan is controlled by a switch behind the left door.
  - c. The kitchen lights are controlled by the two switches to the left of the door.
  - d. When leaving The Hub, the kitchen lights must be turned off as they were turned on See 3 above. The rest of the lights and fans will shut off manually by the switch. The fireplace needs to be turned off separately.
4. The switch operating the fireplace is located to the left of the Fireplace and is merely an ON/ OFF switch by the bookshelf.
5. The lights in the MEN's & WOMEN's rooms work automatically by turning on when one enters and after one leaves they will automatically shut off after a time delay.

At the end of your event, please follow these instructions:

1. All trash must be removed at the end of your event.
2. There will be a limited amount of cleaning supplies and a vacuum for use located in the maintenance closet. All other supplies will be provided by the person that reserved the facility.
3. The kitchen area is to be left clean – sink, counter tops and microwave wiped down. Run disposal to clear any residue.
4. Refrigerator and freezer are to be completely empty and wiped down inside.

5. Sweep floor and vacuum carpet as needed. Clean up any spills on carpet or tile. – Vacuum, broom, dust pan and bucket will be located in maintenance closet.
6. Return all furniture to positions indicated on attached floor plan. See attached The Hub layout plan.
7. Please leave The Hub in excellent condition for the next user and preserve this fine amenity in our community.
8. Upon leaving The Hub, the door must be locked and security system set by pushing #2
9. Check that the door will not open – even when locked the handle will turn.

Denver Connection West Metropolitan District  
March-19

	General	Debt	Capital	Totals
Disbursements	\$ 10,579.39	\$ -	\$ 232,893.48	\$ 243,472.87
Xpress Bill Pay	\$ 29.77	\$ -		\$ 29.77
Total Disbursements from Checking Acct	\$ 10,609.16	\$ -	\$ 232,893.48	\$ 243,502.64

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
1213						
03/14/2019	BrightView Landscape Services,	PAY APP 6	Capital Outlay	3-762	143,465.06	143,465.06
03/14/2019	BrightView Landscape Services,	PAY APP 6	Retainage Payable	3-318	7,173.25-	7,173.25-
Total 1213:						136,291.81
1214						
03/14/2019	Chato's Concrete, LLC	PAY APP 4	Retainage Payable	3-318	25,019.96	25,019.96
Total 1214:						25,019.96
1215						
03/14/2019	CliftonLarsonAllen, LLP	2039352	Accounting	1-612	1,124.62	1,124.62
03/14/2019	CliftonLarsonAllen, LLP	2039352	Accounting	3-612	1,686.93	1,686.93
Total 1215:						2,811.55
1216						
03/14/2019	Colorado Special Districts Pro	32C61552-1813A	Insurance/Dues/Members	1-670	1,282.23	1,282.23
Total 1216:						1,282.23
1217						
03/14/2019	Comcast	3/2019	Miscellaneous	1-685	529.24	529.24
Total 1217:						529.24
1218						
03/14/2019	EMK Consultant, Inc.	56000	Capital Outlay	3-762	825.00	825.00
Total 1218:						825.00
1219						
03/14/2019	Fusion Sign & Design	140313	Capital Outlay	3-762	1,438.33	1,438.33
Total 1219:						1,438.33
1220						
03/14/2019	IDES LLC	DEN087.23	Capital Outlay	3-762	13,378.16	13,378.16
03/14/2019	IDES LLC	DEN087.24	Capital Outlay	3-762	10,293.96	10,293.96
Total 1220:						23,672.12
1221						
03/14/2019	McGeady Becher P.C.	1324C JAN 19	Legal	1-675	1,224.56	1,224.56
03/14/2019	McGeady Becher P.C.	1324C JAN 19	Legal	3-675	1,836.84	1,836.84
03/14/2019	McGeady Becher P.C.	1324C JAN 19	Legal	3-675	2,720.00	2,720.00
Total 1221:						5,781.40
1222						
03/14/2019	MSI, LLC	84148	District Management	1-680	921.65	921.65
Total 1222:						921.65
1223						
03/14/2019	MW Golden Constructors	PAY APP 16	Capital Outlay	3-762	33,054.33	33,054.33
03/14/2019	MW Golden Constructors	PAY APP 16	Retainage Payable	3-318	1,652.72-	1,652.72-



Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
Total 1223:						31,401.61
1224						
03/14/2019	Pet Scoop	221199	Dog Park / Maintenance	1-697	248.00	248.00
Total 1224:						248.00
1225						
03/14/2019	Special Dist Management Srvs	FEB 2019	District Management	1-680	3,112.00	3,112.00
03/14/2019	Special Dist Management Srvs	FEB 2019	District Management - CP	3-680	4,668.00	4,668.00
03/14/2019	Special Dist Management Srvs	FEB 2019	Miscellaneous	1-685	252.17	252.17
03/14/2019	Special Dist Management Srvs	FEB 2019	Management	1-691	1,235.00	1,235.00
Total 1225:						9,267.17
1226						
03/14/2019	Special District Association	2019	Insurance/Dues/Members	1-670	629.62	629.62
Total 1226:						629.62
1227						
03/14/2019	Xcel Energy	628124440	Miscellaneous	1-685	20.30	20.30
Total 1227:						20.30
1228						
03/14/2019	Norris Design, Inc.	01-27-148	Capital Outlay	3-762	3,332.88	3,332.88
Total 1228:						3,332.88
Grand Totals:						243,472.87

DENVER CONNECTION WEST METROPOLITAN DISTRICT

FINANCIAL STATEMENTS

FEBRUARY 28, 2019

DRAFT



CliftonLarsonAllen LLP  
CLAconnect.com

## Accountant's Compilation Report

Board of Directors  
Denver Connection West Metropolitan District  
City and County of Denver, Colorado

Management is responsible for the accompanying financial statements of Denver Connection West Metropolitan District, which comprise the balance sheet - governmental funds as of February 28, 2019, and the related statement of revenues, expenditures, and changes in fund balance - actual, for the period from January 01, 2019 through February 28, 2019, for the General Fund, in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the accompanying financial forecasted budget, which comprises the statement of revenues, expenditures, and changes in fund balance - budget, for the year then ending, for the General Fund, and the related summary of significant assumptions in accordance with guidelines for the presentation of financial forecast established by the American Institute of Certified Public Accountants. We have performed compilation engagements in accordance with Statements of Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit, examine, or review the historical financial statements or the financial forecasted budget nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these historical financial statements and this financial forecasted budget.

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

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

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

We are not independent with respect to Denver Connection West Metropolitan District.

Greenwood Village, Colorado  
March 25, 2019

DENVER CONNECTION WEST METROPOLITAN DISTRICT  
BALANCE SHEET - GOVERNMENTAL FUNDS  
FEBRUARY 28, 2019

	General	Special Revenue	Debt Service	Capital Projects	Total
<b>ASSETS</b>					
Cash - Checking	\$ 107,085	\$ 45,676	\$ 3,910	\$ 18,538	\$ 175,209
Colotrust	-	-	66,740	-	66,740
UMB - Surplus Fund 2017A	-	-	982,885	-	982,885
UMB - Bond Fund Series 2017A	-	-	549,328	-	549,328
UMB - Reserve Fund Series 2017A	-	-	796,405	-	796,405
Receivable from County Treasurer	11,157	-	44,631	-	55,788
<b>TOTAL ASSETS</b>	<u>\$ 118,242</u>	<u>\$ 45,676</u>	<u>\$ 2,443,899</u>	<u>\$ 18,538</u>	<u>\$ 2,626,355</u>
<b>LIABILITIES AND FUND BALANCES</b>					
<b>CURRENT LIABILITIES</b>					
Accounts payable	\$ 14,052	\$ 7,280	\$ -	\$ 568,768	\$ 590,100
Retainage payable	-	-	-	228,011	228,011
<b>Total Liabilities</b>	<u>14,052</u>	<u>7,280</u>	<u>-</u>	<u>796,779</u>	<u>818,111</u>
<b>FUND BALANCES</b>					
Total Fund Balances	<u>104,190</u>	<u>38,396</u>	<u>2,443,899</u>	<u>(778,241)</u>	<u>1,808,244</u>
<b>TOTAL LIABILITIES AND FUND BALANCES</b>	<u>\$ 118,242</u>	<u>\$ 45,676</u>	<u>\$ 2,443,899</u>	<u>\$ 18,538</u>	<u>\$ 2,626,355</u>

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

DENVER CONNECTION WEST METROPOLITAN DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE TWO MONTHS ENDED FEBRUARY 28, 2019

GENERAL FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Interest income	\$ 500	\$ -	\$ (500)
Property taxes	46,764	11,361	(35,403)
Specific ownership tax	2,806	748	(2,058)
TOTAL REVENUES	<u>50,070</u>	<u>12,109</u>	<u>(37,961)</u>
EXPENDITURES			
Accounting	20,000	2,515	17,485
Auditing	5,000	-	5,000
Contingency	5,455	-	5,455
County Treasurer's fee	468	114	354
District management	20,000	6,217	13,783
Dues and licenses	350	630	(280)
Legal services	38,600	2,110	36,490
Miscellaneous	4,500	586	3,914
TOTAL EXPENDITURES	<u>94,373</u>	<u>12,172</u>	<u>82,201</u>
NET CHANGE IN FUND BALANCES	(44,303)	(63)	44,240
FUND BALANCES - BEGINNING	<u>104,252</u>	<u>104,252</u>	<u>-</u>
FUND BALANCES - ENDING	<u>\$ 59,949</u>	<u>\$ 104,189</u>	<u>\$ 44,240</u>

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



DENVER CONNECTION WEST METROPOLITAN DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE TWO MONTHS ENDED FEBRUARY 28, 2019

SPECIAL REVENUE FUND

	Current Month	Year to Date Actual	Annual Budget	Variance
REVENUES				
Admin fees	\$ 2,100	\$ 2,100	\$ 20,000	(17,900)
Operations and Maintenance Fee	30,776	49,358	345,780	(296,422)
TOTAL REVENUES	<u>32,876</u>	<u>51,458</u>	<u>365,780</u>	<u>(314,322)</u>
EXPENDITURES				
Administrative management	922	1,907	27,850	25,943
Clubhouse operations/supplies	529	529	20,700	20,171
Covenant control	-	-	1,000	1,000
Dog Park Maintenance	248	558	2,000	1,442
Insurance and bonds	4,796	4,796	15,835	11,039
Landscape improvements	-	-	10,640	10,640
Landscape Maintenance	-	-	65,668	65,668
Management	1,235	1,759	27,882	26,123
Pool Maintenance	-	-	15,150	15,150
Repairs and maintenance	-	-	33,417	33,417
Reserve for Capital improvements	-	-	51,972	51,972
Snow Removal	-	3,513	8,390	4,877
Utility - electricity	-	-	16,000	16,000
Utility - sewer	-	-	2,400	2,400
Utility - water	-	-	31,723	31,723
TOTAL EXPENDITURES	<u>7,730</u>	<u>13,062</u>	<u>330,627</u>	<u>317,565</u>
NET CHANGE IN FUND BALANCES	25,146	38,396	35,153	3,243
FUND BALANCES - BEGINNING	<u>13,251</u>	-	-	-
FUND BALANCES - ENDING	<u>\$ 38,397</u>	<u>\$ 38,396</u>	<u>\$ 35,153</u>	<u>\$ 3,243</u>

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

## SUPPLEMENTARY INFORMATION

DRAFT

DENVER CONNECTION WEST METROPOLITAN DISTRICT  
SCHEDULE OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE TWO MONTHS ENDED FEBRUARY 28, 2019

DEBT SERVICE FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Property taxes	\$ 187,066	\$ 45,445	\$ (141,621)
Specific ownership tax	11,224	2,990	(8,234)
Interest income	35,000	8,741	(26,259)
TOTAL REVENUES	<u>233,290</u>	<u>57,176</u>	<u>(176,114)</u>
EXPENDITURES			
County Treasurer's fee	1,871	454	1,417
Bond interest - Series 2017A	520,838	-	520,838
Bond interest - Series 2017B	379,835	-	379,835
TOTAL EXPENDITURES	<u>902,544</u>	<u>454</u>	<u>902,090</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(669,254)	56,722	725,976
OTHER FINANCING SOURCES (USES)			
Developer advance	627,000	-	(627,000)
TOTAL OTHER FINANCING SOURCES (USES)	<u>627,000</u>	<u>-</u>	<u>(627,000)</u>
NET CHANGE IN FUND BALANCES	(42,254)	56,722	98,976
FUND BALANCES - BEGINNING	<u>2,264,642</u>	<u>2,387,176</u>	<u>122,534</u>
FUND BALANCES - ENDING	<u>\$ 2,222,388</u>	<u>\$ 2,443,898</u>	<u>\$ 221,510</u>

This supplementary information should be read only in connection with the accompanying accountant's compilation report.

DENVER CONNECTION WEST METROPOLITAN DISTRICT  
SCHEDULE OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE TWO MONTHS ENDED FEBRUARY 28, 2019

CAPITAL PROJECTS FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
TOTAL REVENUES			
EXPENDITURES			
Engineering	15,000	-	15,000
Architecture	25,000	-	25,000
Landscaping	-	361,411	(361,411)
Capital outlay - HUB	-	153,860	(153,860)
Capital outlay - infrastructure	3,500,000	3,333	3,496,667
Accounting	15,000	3,772	11,228
District management	15,000	8,947	6,053
Legal services	15,000	9,348	5,652
TOTAL EXPENDITURES	3,585,000	540,671	3,044,329
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(3,585,000)	(540,671)	3,044,329
OTHER FINANCING SOURCES (USES)			
Developer advance	3,585,000	943,735	(2,641,265)
TOTAL OTHER FINANCING SOURCES (USES)	3,585,000	943,735	(2,641,265)
NET CHANGE IN FUND BALANCES	-	403,064	403,064
FUND BALANCES - BEGINNING	-	(1,181,306)	(1,181,306)
FUND BALANCES - ENDING	\$ -	\$ (778,242)	\$ (778,242)

**DENVER CONNECTION WEST METROPOLITAN DISTRICT  
2019 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Services Provided**

The District is a quasi-municipal corporation and political subdivision of the State of Colorado under Title 32, Article 1 of the Colorado Revised Statutes, and was organized by order of the District Court in 2016. The formation of the District was approved by the City and County of Denver, Colorado. The District was organized to provide the public improvements and the operation and maintenance of the District. The District's service area includes 115.66 acres generally to the southeast corner of Green Valley Ranch Blvd and Chambers Road.

On November 8, 2016, the District's electors authorized debt in the amount of \$200,000,000 for public improvements including street improvements, park and recreation, water, sanitation, public transportation, mosquito control, and traffic and safety control. \$60,000,000 of debt was also authorized for the purpose of refunding debt, operations and maintenance, and intergovernmental agreements. The District is authorized to increase taxes \$20,000,000 annually to pay the operations and administrative costs of the District, without limitation.

Additionally, the Service Plan limits (except for a Gallagher adjustment) the District's total mill levy to 50.000 mills.

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.

**Revenues**

**Property Taxes**

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

The District's maximum Required Mill Levy is 55.277 mills, adjusted for changes in the ratio of actual value to assessed value of property within the District. Required Mill Levy means an ad valorem mill levy imposed upon all taxable property of the District each year in an amount sufficient to pay the principal, premium if any, and interest on the Bonds as the same become due and payable [and to make up any deficiencies in the Reserve Fund]. As of December 31, 2019, the adjusted maximum mill levy for debt service is 44.222 mills and the general fund mill levy increased to 11.055 from 10.000 mills.



**DENVER CONNECTION WEST METROPOLITAN DISTRICT  
2019 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Revenue - (continued)**

The calculation of the taxes levied is displayed on the Property Tax Summary page of the budget using the adopted mill levy imposed by the District.

**Specific Ownership Taxes**

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 6.00% of the property taxes collected.

**Net Investment Income**

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately 1.5%.

**Developer Advances**

Developer advances are expected to fund capital project expenditures. Developer advances are to be recorded as revenue for budget purposes with an obligation for future repayment when the District is financially able to issue bonds to reimburse the Developer.

**Administrative Fee**

The District imposes Administrative Fee associated with a transfer of ownership of any dwelling unit located within the Property in the amount of \$100 per unit. The fee is due and payable at the time of sale, transfer or re-sale of any unit constructed on a lot which has a certificate of occupancy. It is anticipated that in 2019 the District will have 200 dwelling units.

**Operations and Maintenance Fees**

The District imposes an Operations and Maintenance fee (O&M fee) to offset the operations and maintenance expenditures of the District. In the amount of \$168 per quarter for each residential unit, \$183 per quarter for each rear-loaded residential unit and \$183 per quarter for each townhome unit. The O&M fees will be billed quarterly as determined by the District. The amount charged by the District for Operations and Maintenance Fees is anticipated to be \$590,220. It is anticipated that in 2019 the District will have 350 residential units, 154 rear-loaded residential units, and 331 townhome units.

**System Development Fees**

The District imposes a Facilities Fee at a rate of \$3,000 per dwelling unit, attached or detached, which becomes due and payable on or before the issuance of a building permit for such dwelling unit.

**DENVER CONNECTION WEST METROPOLITAN DISTRICT  
2019 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Expenditures**

**General and Administrative Expenditures**

General and administrative expenditures include the estimated cost of services necessary to maintain the District's administrative viability such as legal, accounting, insurance, dues, and other administrative expenditures. Estimated expenditures related to clubhouse maintenance, operations and management are also included in the General Fund budget.

**County Treasurer's Fees**

County Treasurer's fees have been computed at 1% of property tax collections.

**Debt Service**

Principal and interest payments are provided based on the debt amortization schedule from the Series 2017A Bonds and Series 2017B Bonds (discussed under Debt and Leases).

**Capital Outlay**

The District anticipates infrastructure improvements as noted in the Capital Projects fund.

**Debt and Leases**

**In August 2017, the District issued \$9,690,000 in Series 2017A Limited Tax (convertible to unlimited tax) General Obligation Bonds with interest of 5.375%. The Bonds are subject to redemption prior to maturity at the option of the District and due on August 1, 2047.**

The bonds are secured by and payable from Senior Pledged Revenue consisting of monies derived by the District from the following sources, net of any collection costs: (1) all Senior Property Tax Revenues, (2) all Senior Specific Ownership Tax Revenues, (3) all Capital Fees and any other legally available monies which the District determines to be treated as Pledged Revenue. The Bonds are also secured by amounts held by the Trustee in the Reserve Fund in the amount of \$793,518.76. The Reserve Fund was created for the purpose of paying, if necessary, the principal of, premium, if any, and interest on the Bonds. Required Mill Levy means an ad valorem mill lev imposed upon all taxable property of the District each year in an amount sufficient to pay the principal, premium if any, and interest on the bonds as the same become due and payable and to make up deficiencies in the Reserve Fund.

The maximum Required Mill Levy is 40.000 mills, adjusted for changes in the ratio of actual value to assessed value of property within the District. As of December 31, 2018, the adjusted maximum mill levy is 44.222.

**DENVER CONNECTION WEST METROPOLITAN DISTRICT  
2019 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**In August 2017, the District issued \$2,539,000 in Series 2017B Subordinate Bonds.** The Bonds are special limited obligations of the District secured by and payable from the Subordinate pledged revenues, subject in all respects to the prior lien in favor of the Senior Bonds. The Series 2017B Subordinate Bonds are term bonds due on August 1, 2047 at an interest rate of 8.00%.

Proceeds of the Bonds were used to finance and reimburse the costs of public improvements necessary for development within the District and with respect to the proceeds of the 2017A Bonds only, fund capitalized interest account on the 2017A Bonds, fund the Senior Reserve Fund and pay the costs of issuing the Bonds.

The District has no operating or capital leases.

**Reserves**

**Emergency Reserve**

TABOR requires local governments to establish emergency reserve. This reserve must be at least 3% of fiscal year spending. Since all funds received by the District are from Developer advances which pay for all of the District's operations and maintenance costs, an emergency reserve is not reflected in the District's budget.

**Debt Service Reserves**

The District maintains a Debt Service Reserve as required with the issuance of the 2017A Bonds.

**DENVER CONNECTION WEST**  
**SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**

**\$9,690,000 Limited Tax (Convertible to Unlimited Tax) General Obligation Bonds**  
**Refunding and Improvement Bonds**

**Series 2017A**

**August 23, 2017**

**Principal due December 1**

**Interest Rates 5.375% Payable**

**June 1 and December 1**

<b>Year Ended December 31,</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2019	\$ -	\$ 520,838	\$ 520,838
2020	-	520,838	520,838
2021	-	520,838	520,838
2022	80,000	520,838	600,838
2023	110,000	516,538	626,538
2024	125,000	510,625	635,625
2025	135,000	503,906	638,906
2026	155,000	496,650	651,650
2027	160,000	488,319	648,319
2028	185,000	479,719	664,719
2029	195,000	469,775	664,775
2030	220,000	459,294	679,294
2031	230,000	447,469	677,469
2032	255,000	435,106	690,106
2033	270,000	421,400	691,400
2034	300,000	406,888	706,888
2035	315,000	390,763	705,763
2036	345,000	373,831	718,831
2037	365,000	355,288	720,288
2038	395,000	335,669	730,669
2039	420,000	314,438	734,438
2040	455,000	291,863	746,863
2041	480,000	267,406	747,406
2042	520,000	241,606	761,606
2043	550,000	213,656	763,656
2044	595,000	184,094	779,094
2045	625,000	152,113	777,113
2046	675,000	118,519	793,519
2047	1,530,000	54,825	1,584,825
	<u>\$ 9,690,000</u>	<u>\$ 11,013,105</u>	<u>\$ 20,703,105</u>

This supplementary information should be read only in connection with the accompanying accountant's compilation report.

**DENVER CONNECTION WEST**  
**SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**

**\$2,539,000 Subordinate Limited Tax General Obligation Bonds**

**Series 2017B**

**August 23, 2017**

**Principal due December 15**

**Interest Rate 8.000% Payable**

<b>Year Ended December 31,</b>	<b>December 15</b>		
	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2019	\$ -	\$ 379,835	\$ 379,835
2020	55,000	322,011	377,011
2021	135,000	198,720	333,720
2022	2,000	187,920	189,920
2023	6,000	187,760	193,760
2024	13,000	187,280	200,280
2025	12,000	186,240	198,240
2026	16,000	185,280	201,280
2027	21,000	184,000	205,000
2028	23,000	182,320	205,320
2029	26,000	180,480	206,480
2030	30,000	178,400	208,400
2031	34,000	176,000	210,000
2032	42,000	173,280	215,280
2033	44,000	169,920	213,920
2034	50,000	166,400	216,400
2035	56,000	162,400	218,400
2036	65,000	157,920	222,920
2037	69,000	152,720	221,720
2038	83,000	147,200	230,200
2039	86,000	140,560	226,560
2040	99,000	133,680	232,680
2041	107,000	125,760	232,760
2042	121,000	117,200	238,200
2043	128,000	107,520	235,520
2044	143,000	97,280	240,280
2045	157,000	85,840	242,840
2046	173,000	73,280	246,280
2047	743,000	37,315	780,315
	<u>\$ 2,539,000</u>	<u>\$ 4,784,522</u>	<u>\$ 7,323,522</u>

This supplementary information should be read only in connection with the accompanying accountant's compilation report.



DENVER CONNECTION WEST METROPOLITAN DISTRICT  
Schedule of Cash Deposits & Investments  
February 28, 2019  
Updated as of March 22, 2019

	General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Total
<b><u>1st Bank - Checking account</u></b>					
Balance as of 2/28/2019	\$ 107,084.89	\$ 45,675.95	\$ 3,910.24	\$ 18,537.65	\$ 175,208.73
Subsequent activities:					
03/01/19 Held February Checks	(8,208.06)	(4,346.48)	-	(328,367.50)	(340,922.04)
03/05/19 Admin, Operations & Maintenance Fees	-	427.00	-	-	427.00
03/05/19 Bank Fee	(74.31)	-	-	-	(74.31)
03/05/19 Xpress Bill Pay Fee	(29.77)	-	-	-	(29.77)
03/10/19 Property Tax	11,157.02	-	44,630.60	-	55,787.62
03/14/19 Checks # 1217 - 1228	(8,567.15)	(2,012.24)	-	(232,893.48)	(243,472.87)
03/18/19 Admin, Operations & Maintenance Fees	-	960.00	-	-	960.00
Anticipated developer advance to cover February check run	-	-	-	328,367.50	328,367.50
Anticipated developer advance to cover March check run	-	-	-	232,893.48	232,893.48
Anticipated transfer to CT	-	-	(48,540.84)	-	(48,540.84)
Anticipated balances	101,362.62	40,704.23	-	18,537.65	160,604.50
<b><u>INVESTMENTS</u></b>					
<b><u>Colotrust Plus</u></b>					
Balance as of 2/28/2019	-	-	66,739.74	-	66,739.74
Subsequent activities:					
Anticipated transfer from 1st Bank checking	-	-	48,540.84	-	48,540.84
Anticipated transfer to UMB Bond Fund	-	-	(115,280.58)	-	(115,280.58)
Anticipated balances	-	-	-	-	-
<b><u>UMB - Bond Fund Series 2017A</u></b>					
Balance as of 2/28/2019	-	-	549,327.82	-	549,327.82
Subsequent activities:					
Anticipated transfer from Colotrust Plus	-	-	115,280.58	-	115,280.58
Anticipated balance	-	-	664,608.40	-	664,608.40
<b><u>UMB - Reserve Fund Series 2017A</u></b>					
Balance as of 2/28/2019	-	-	796,404.87	-	796,404.87
Subsequent activities:					
None	-	-	-	-	-
Anticipated balance	-	-	796,404.87	-	796,404.87
<b><u>UMB - Surplus Fund 2017A</u></b>					
Balance as of 2/28/2019	-	-	982,884.88	-	982,884.88
Subsequent activities:					
None	-	-	-	-	-
Anticipated balance	-	-	982,884.88	-	982,884.88
	<u>\$ 101,362.62</u>	<u>\$ 40,704.23</u>	<u>\$ 2,443,898.15</u>	<u>\$ 18,537.65</u>	<u>\$ 2,604,502.65</u>

**Yield information @ 02/28/19**

UMB Bank (invested in CSAFE) - 2.50%  
CT Plus - 2.60%

January  
February  
March  
April  
May  
June  
July  
August  
September  
October  
November  
December (accrued)

Property Tax  
General Fund  
Debt Service Fund  
Total

### Specific Ownership Tax

General Fund	\$ 2,806	20.00%	\$ 747.59	26.64%
Debt Service Fund	11,224	80.00%	2,990.40	26.64%
Total	\$ 14,030	100.00%	\$ 3,737.99	26.64%

<b><u>Treasurer's Fees</u></b>	
General Fund	
Debt Service Fund	
Total	

This supplementary information should be read only in connection with the accompanying accountant's compilation report.

**DENVER CONNECTION WEST**  
**Schedule of Developer Advances**  
**Updated as of March 22, 2019**

Summary of Developer Advances		General Fund	Capital Projects Fund	Capital Projects Fund	Total
Description	Date	Operation		Cap. Acquisition	
DEVELOPER ADVANCE	08/10/17	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00
DEVELOPER ADVANCE	08/10/17	25,546.49	75,453.51	-	101,000.00
DEVELOPER ADVANCE - CAP REQ NO. 1	08/22/17	-	-	2,238,416.10	2,238,416.10
REPAYMENT OF DEVELOPER ADVANCE	08/24/17	-	-	(2,238,416.10)	(2,238,416.10)
DEVELOPER ADVANCE - CAP REQ NO. 2	09/26/17	-	-	5,135,399.18	5,135,399.18
REPAYMENT OF DEVELOPER ADVANCE	09/29/17	-	-	(5,135,399.18)	(5,135,399.18)
DEVELOPER ADVANCE	10/11/17	7,002.05	48,080.02	-	55,082.07
DEVELOPER ADVANCE - CAP REQ NO. 3	10/17/17	-	-	1,453,582.43	1,453,582.43
REPAYMENT OF DEVELOPER ADVANCE	10/24/17	-	-	(454,189.33)	(454,189.33)
REPAYMENT OF DEVELOPER ADVANCE	10/24/17	-	-	(999,393.10)	(999,393.10)
DEVELOPER ADVANCE	11/17/17	2,771.14	10,399.67	-	13,170.81
DEVELOPER ADVANCE - CAP REQ NO. 4	11/28/17	-	-	1,018,498.02	1,018,498.02
DEVELOPER ADVANCE - CAP REQ NO. 5	11/28/17	-	-	1,529,019.85	1,529,019.85
REPAYMENT OF DEVELOPER ADVANCE	12/01/17	-	-	(1,018,498.02)	(1,018,498.02)
REPAYMENT OF DEVELOPER ADVANCE	12/01/17	-	-	(450,938.68)	(450,938.68)
DEVELOPER ADVANCE	12/20/17	6,135.08	7,541.43	-	13,676.51
DEVELOPER ADVANCE	12/20/17	-	69,184.81	-	69,184.81
INTEREST ON DEVELOPER ADVANCE	12/31/17	1,060.54	3,503.76	8,263.15	12,827.45
DEVELOPER ADVANCE	01/24/18	3,960.77	53,675.51	-	57,636.28
DEVELOPER ADVANCE	02/09/18	4,443.29	34,732.28	-	39,175.57
DEVELOPER ADVANCE	02/23/18	-	29,295.15	-	29,295.15
DEVELOPER ADVANCE - CAP REQ NO. 6	02/27/18	-	-	1,891,252.48	1,891,252.48
DEVELOPER ADVANCE	03/16/18	7,286.26	192,664.71	-	199,950.97
DEVELOPER ADVANCE	04/13/18	8,071.36	246,594.88	-	254,666.24
DEVELOPER ADVANCE - CAP REQ NO. 7	04/27/18	-	-	1,211,450.14	1,211,450.14
DEVELOPER ADVANCE	05/04/18	4,974.95	872,325.84	-	877,300.79
DEVELOPER ADVANCE	06/14/18	783.90	224,216.10	-	225,000.00
DEVELOPER ADVANCE - CAP REQ NO. 8	06/26/18	-	-	1,326,228.46	1,326,228.46
DEVELOPER ADVANCE	07/06/18	-	315,359.75	-	315,359.75
DEVELOPER ADVANCE	08/02/18	5,544.34	591,077.57	-	596,621.91
DEVELOPER ADVANCE - CAP REQ NO. 9	08/26/18	-	-	3,268,484.83	3,268,484.83
DEVELOPER ADVANCE	09/07/18	4,893.40	568,052.01	-	572,945.41
DEVELOPER ADVANCE	10/05/18	6,817.47	334,674.86	-	341,492.33
DEVELOPER ADVANCE - CAP REQ NO. 10	10/23/18	-	-	1,094,514.43	1,094,514.43
DEVELOPER ADVANCE	10/26/18	8,766.61	634,423.41	-	643,190.02
DEVELOPER ADVANCE - CAP REQ NO. 11	11/27/18	-	-	1,081,007.11	1,081,007.11
DEVELOPER ADVANCE	11/30/18	10,078.45	432,358.09	-	442,436.54
DEVELOPER ADVANCE - CAP REQ NO. 12	11/30/18	-	-	1,361,825.39	1,361,825.39
DEVELOPER ADVANCE - CAP REQ NO. 13	12/13/18	-	-	412,061.48	412,061.48
DEVELOPER ADVANCE - CAP REQ NO. 14	12/14/18	-	-	1,853,587.08	1,853,587.08
INTEREST ON DEVELOPER ADVANCE	12/31/18	6,024.80	172,329.15	467,561.08	645,915.03
DEVELOPER ADVANCE	01/15/19	-	531,380.96	-	531,380.96
DEVELOPER ADVANCE	02/05/19	-	412,353.99	-	412,353.99
INTEREST ON DEVELOPER ADVANCE	03/22/19	1,954.22	95,907.06	258,818.17	356,679.45
Total To Date		\$ 119,115.12	\$ 5,955,584.52	\$ 15,313,134.97	\$ 21,387,834.61

Hello Lisa,

Attached are the current Violation and Design Review Request logs for your review.

#### **Design Review Requests**

1. We currently have no pending Design Review Request in the system.

#### **Violations**

1. A violation drive was completed on Tuesday February 12<sup>th</sup>, 19<sup>th</sup>, 28<sup>th</sup>. Drives in March 5<sup>th</sup> and 14<sup>th</sup>.
2. Standard letters went out for trash cans being left out. A standard letter went out for a unsightly back yard (trash, kids toys and bricks just left everywhere) no fence up as homeowner requested
3. Standard letter went out for a noise complaint

#### **Grounds**

1. Pet Waste and Service - Waste station have been checked during weekly drives. There were a couple of drives that I noticed the stations needed attention. I contacted Pet Scoop and they got someone out there. They were delayed a couple of days due to weather
2. Pool maintenance company has been chosen. – Absolute Pools will be handling the Pool this summer
3. EGT will be doing the security monitoring for The Hub.

#### **Discussion**

1. Security Patrol is out for bids. Two bids have been received. Waiting for the third one to come in

Thank you,

Robyn Norton, CAM  
Community Manager  
MSI, LLC  
11002 Benton St.  
Westminster, CO 80020  
Direct: (720) 974-4142  
Fax: (303) 420-6611  
Rnorton@msihoa.com

After hours emergency: (303) 420-4433

Violation Log - Denver Connection West Metro  
1/1/2019 to 3/25/2019

Unit	Address			Owner	Group			
	15797 E. Warner Dr.			Jose A. Cabral	Denver Connection West Metro			
St	Viol #	Viol Date	Due Date	Category	Item	Action	Action Date	Fine
C	2019-DCW-00003	2/4/19	N/A	Trash	Trash Container(s) Visible	<ul style="list-style-type: none"><li>Created open violation.</li><li>Ready to send " letter.</li><li>Status was changed from 'Open' to 'Closed'.</li></ul>	2/4/19 2/12/19 3/25/19	
	4763 N. Kittredge St.			Ronald Allen and Kimberley Pretzer	Denver Connection West Metro			
St	Viol #	Viol Date	Due Date	Category	Item	Action	Action Date	Fine
C	2019-DCW-00002	1/30/19	N/A	Parking	Unauthorized Space	<ul style="list-style-type: none"><li>Created open violation.</li><li>Ready to send " letter.</li><li>Status was changed from 'Open' to 'Closed'.</li></ul>	1/30/19 1/30/19 3/25/19	
	4781 N. Joplin St.			Jose L and Maria G Flores	Denver Connection West Metro			
St	Viol #	Viol Date	Due Date	Category	Item	Action	Action Date	Fine
C	2019-DCW-00001	1/3/19	1/13/19	Nuisance	Noise	<ul style="list-style-type: none"><li>Created open violation.</li><li>Ready to send " letter.</li><li>Closed Violation</li></ul>	1/3/19 1/3/19 1/14/19	
	15802 E. Warner Dr.			Samiran Mondal	Denver Connection West Metro			
St	Viol #	Viol Date	Due Date	Category	Item	Action	Action Date	Fine
C	2018-DCW-00038	12/10/18	N/A	Unsanitary Condition	Landscape Material	<ul style="list-style-type: none"><li>Created open violation.</li><li>Ready to send " letter.</li><li>Ready to send 'Ltr Crt-NW' letter.</li><li>Sent 'Ltr Crt-NW' letter.</li><li>Ready to send 'Ltr Crt-NW' letter.</li><li>Sent 'Ltr Crt-NW' letter.</li><li>Status was changed from 'Open' to 'Closed'.</li></ul>	12/10/18 12/10/18 12/11/18 12/11/18 1/17/19 1/17/19 3/25/19	



## SERVICE AGREEMENT FOR SECURITY SERVICES

THIS SERVICE AGREEMENT FOR SECURITY SERVICES ("**Agreement**") is entered into and effective as of the 20<sup>th</sup> day of March, 2019, by and between **DENVER CONNECTION WEST METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "**District**"), and ETG Systems, Inc., a Colorado Corporation (the "**Consultant**") (each a "**Party**" and, collectively, the "**Parties**").

### RECITALS

A. The District was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities and improvements in accordance with its service plan (the "**Improvements**").

B. Pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts and agreements affecting the affairs of the District.

C. The Consultant has experience in providing the services, as set forth in **Exhibit A** hereto, attached and incorporated herein (the "**Services**"), and is willing to provide such Services to the District for reasonable consideration.

D. The Parties desire to enter into this Agreement to establish the terms by which the Consultant will provide the Services to the District.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

### I. CONSULTANT DUTIES AND AUTHORITY

I.1 Duties of Consultant. The Consultant shall:

(a) Perform the Services, safely and in accordance with the highest standard of care, skill, and diligence provided by a professional consultant in performance of work similar to the Services.

(b) Be properly qualified to perform the Services. The Consultant does hereby warrant that the quality of the Services shall be as specified in this Agreement, shall conform in all respects to the requirements of this Agreement and shall be free of defects and deficiencies.

(c) Take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required under Section 4.2 hereof.

(d) Advise the District of the status of the Services required by this Agreement on a regular basis and work in coordination with the District's consultants to assure that the District has the most complete information available for the exercise of the District's powers and discretionary authority.

(e) Refrain from entering into any contract, oral or written, in the name of the District, and from incurring any debt, liability or obligation for or on behalf of the District. All obligations incurred by the Consultant shall be obligations of the Consultant and the Consultant shall hold the District harmless therefrom.

#### 1.2 Limitations on Authority.

(a) The Consultant shall have no right or authority, expressed or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement or specifically authorized or ratified by the board of directors of the District as reflected in the minutes of the District board meetings. The Consultant shall at all times conform to the stated policies established and approved by the District.

(b) Independent Contractor Status. The Consultant is an independent contractor, as provided in Section 8-40-202(2)(b)(1)-(IV), C.R.S., as amended, and nothing herein contained shall constitute or designate the Consultant or any of its employees, agents, subcontractors or suppliers as employees of the District. The Services to be performed by the Consultant shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the District, except the payments to be made by the District to the Consultant for the Services performed as provided herein. The District shall not be responsible for the Consultant's means, methods, techniques, sequences or procedures of work or for safety precautions incident thereto. **The Consultant is not entitled to workers' compensation benefits and the Consultant is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

1.3 Compliance with Applicable Law. The Consultant shall provide the Services set forth herein in full compliance with all applicable laws, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction over the activities of the District.

1.4 No Right or Interest in District Assets. The Consultant shall have no right or interest in any of the District's assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated herein.

1.5 Certification of Compliance with Illegal Alien Statute. By its execution hereof, the Consultant confirms and ratifies all of the certifications, statements, representations and warranties set forth in **Exhibit B** attached hereto and made a part hereof by this reference.

1.6 Work Product. "**Work Product**" shall consist of all written materials maintained by the Consultant in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Consultant shall maintain

reproducible copies of any test results and logs which it obtains and shall make them available for the District's use, and shall provide such copies to the District upon request at reasonable commercial printing rates. Consultant agrees all right, title and interest in the Work Product is and shall remain the property of the District. If requested by the District, Consultant shall execute and deliver such documents as shall be necessary in the District's sole discretion, to assign, transfer and convey all rights in the Work Product to the District or its assignee. If Consultant fails to execute any documents required under this Section 1.6, then Consultant hereby irrevocably appoints the District its attorney-in-fact for the purpose of executing any required transfers of ownership or interests and any other documents necessary to effectuate this Section 1.6. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the District immediately upon termination of this Agreement.

## II. COMPENSATION

2.1 Compensation. The Consultant shall be paid as set forth in **Exhibit A** attached hereto on a time and materials basis, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as **Exhibit C** ("Change Order").

2.2 Monthly Invoices and Payments. The Consultant shall submit to the District a monthly invoice, in a form acceptable to the District. Invoices shall be submitted and paid no more frequently than once a month.

2.3 Expenses. The Consultant is responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as set forth in **Exhibit A**, unless otherwise approved in advance by the District in writing.

2.4 Subject to Annual Budget and Appropriation; District Debt. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds is subject to annual budgeting and appropriation. Nothing herein constitutes or creates an indebtedness or debt of the District within the meaning of any Colorado constitutional provision or statutory limitation.

## III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on December 31, 2019. This Agreement shall automatically renew for additional terms of twelve (12) months each.

3.2 Termination. The District may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the Consultant at least thirty (30) days prior to the effective date of such termination. The Consultant may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the District at least thirty (30) days prior to the effective date of such termination. Any termination notice provided pursuant to this Section 3.2 shall specify the extent of termination and the effective date of the same.

The District shall pay the Consultant for all Services satisfactorily performed through the termination date.

#### IV. INDEMNIFICATION AND INSURANCE

4.1 Indemnification. The Consultant hereby agrees to indemnify, defend and hold the District and its affiliated entities or other persons or entities designated by the District, and their respective directors, trustees, officers, members, managers, agents and employees (collectively, the "Indemnitees"), harmless from any and all liability for damage, including, but not limited to, the reimbursement of attorneys' fees and costs, arising out of death or bodily injury to persons or damage to property, in such amount that is represented by the degree or percentage of negligence or fault attributable to the Consultant and/or its agents, representatives, subcontractors, or suppliers.

4.2 Insurance Requirements. The Consultant shall procure, at its sole cost and expense, the insurance coverages set forth below, which insurance shall be placed with insurance companies rated at least "A:XIII" by A.M. Best Company. The Consultant shall give notice to the District at least thirty (30) days prior to the cancellation or nonrenewal of such policies. The Consultant shall give notice to the District within five (5) business days, or as soon as practicable, of any modification of any such policies. Consultant's cost of maintaining the insurances required hereunder shall not be considered a reimbursable expense of the Consultant. The Consultant shall, upon request, promptly furnish the District with copies of policies obtained pursuant to this Section 4.2. Prior to commencing the Services, the Consultant shall furnish the District with certificates evidencing such insurance and provided further, however, with respect to the Workers' Compensation Insurance required below, the Consultant must furnish to the District, prior to the commencement of any Services, duly executed and validated forms as prescribed by the state authority having jurisdiction evidencing that such insurance is in full force and effect. The District shall not pay any invoices until Consultant provides the certificates evidencing such insurance and Workers' Compensation coverage.

(a) Liability Insurance Coverage.

(i) Workers' Compensation Insurance. A Workers' Compensation Insurance Policy in form and substance reasonably acceptable to the District and in an amount not less than the statutory benefits, including Employer's Liability Insurance with limits of liability of not less than (i) \$500,000 for bodily injury by accident, each accident; (ii) \$500,000 for bodily injury by disease, each employee; and (iii) \$500,000 aggregate liability for disease. The Workers' Compensation Insurance Policy, or an endorsement to such policy, must include a waiver of subrogation in favor of the District.

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include, without limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the

insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

(iii) Automobile Liability Insurance. An Automobile Liability Insurance Policy written on a per accident basis, in form and substance reasonably acceptable to the District. The Automobile Liability Insurance Policy must provide coverage for all owned, hired, rented and nonowned automobiles, and must include uninsured motorist coverages. The Automobile Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each accident for bodily injury and/or property damage.

(iv) Excess Liability Insurance. An Excess Liability Insurance Policy written in excess of the coverages provided by the insurance policies described in the preceding Subsections 4.2(a)(i) - (iii), in form and substance reasonably acceptable to the District, which policy will include the District as additional insured. The Excess Liability Insurance Policy must be written with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury/or property damage and annual aggregate.

(b) Failure to Obtain and Obligation to Maintain Insurance. If the Consultant fails to furnish and maintain insurance as required by this Section 4.2, the District may purchase such insurance on behalf of the Consultant and deduct the cost of such insurance premium(s) from the compensation otherwise owed to the Consultant, and the Consultant shall furnish to the District any information needed to obtain such insurance. Except as otherwise expressly provided herein, all insurance policies required by the terms of this section shall be kept in full force and effect until the date of final payment to the Consultant for the Services specified in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the foregoing insurance requirements are in no way intended to, and will not in any manner, limit or qualify the liabilities and/or indemnities assumed by the Consultant under or pursuant to this Agreement.

(c) Effect of Approval or Acceptance of Insurance. District acceptance and/or approval of any or all of the insurances required hereunder does not and shall not be construed to relieve Consultant from any obligations, responsibilities or liabilities under this Agreement.



## V. MISCELLANEOUS

### 5.1 M/WBE and Prevailing Wage Compliance.

(a) Small or Disadvantaged Business Enterprises ("M/WBE"). To the extent applicable to this Agreement, Consultant shall comply with the City of Denver's then-current ordinances relating to: (a) minority and women business enterprise participation as currently set forth in Division 1 and Division 3 of Article III, Title 28 of the Denver Revised Municipal Code ("DRMC"), as the same may be amended or recodified from time to time; (b) small business enterprise participation as currently set forth in Sections 28-201 to 28-231 of the DRMC, as the same may be amended or recodified from time to time; and (c) any small or disadvantaged business enterprise ordinances that may subsequently be adopted by the City Council with respect to construction work that is not under contract at the time of adoption of such ordinance.

(b) Prevailing Wages. Consultant hereby confirms that in its performance under this Agreement, it shall comply with the wage provisions of the City of Denver's current ordinances applicable to City contracts relating to the payment of prevailing wages for any District contracts relating to the acquisition or construction, operation or maintenance of the Improvements, unless such contract is required to comply with Davis-Bacon or other federal wage requirements. Work performed under any contract that is required to comply with the Davis-Bacon Act or other federal wage requirements is exempt from the City's prevailing wage requirements.

(c) If there is any event of non-compliance with the M/WBE and/or prevailing wage requirements by Consultant, the District shall, following written notification of non-compliance from the City Auditor, withhold payments due to Consultant under this Agreement until such violation is resolved. Any failure on the part of Consultant to comply with the M/WBE and/or prevailing wage requirements constitutes a default under this Agreement, which default shall be subject to the provision of Section 5.10 below.

5.2 Assignment. The Consultant shall not assign any of its rights or delegate any of its duties hereunder to any person or entity. Any purported assignment or delegation in violation of the provisions hereof shall be void and of no effect.

5.3 Modification; Amendment. This Agreement may be amended from time to time by agreement between the Parties hereto; provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the District or the Consultant unless the same is in writing and duly executed by the Parties.

5.4 Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

5.5 Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

5.6 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this Agreement shall be exclusive to the State District Court in and for the County of Denver, Colorado.

5.7 Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

5.8 Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the Consultant any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the Consultant shall be for the sole and exclusive benefit of the District and the Consultant.

5.9 Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District: Denver Connection West Metropolitan District  
141 Union Blvd., Ste. 150  
Lakewood, CO 80228  
Phone: 303-987-0835  
Email: ljohnson@sdmsi.com  
Attn: Lisa A. Johnson

With a Copy To: McGeady Becher P.C.  
450 E. 17<sup>th</sup> Avenue, Suite 400  
Denver, Colorado 80203  
Phone: (303) 592-4380  
Email: ecortese@specialdistrictlaw.com  
Attn: Elisabeth Cortese

To Consultant: ETG Systems, Inc.  
2131 S Jasmine St  
Denver, CO 80222  
Phone: 720-644-9300  
Email: Mihai@etgsystems.com  
Attn: Mihai Simon

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service, upon electronic confirmation of facsimile transmission, or three (3) business days after deposit in the United States mail. By

giving the other Party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

5.10 Default/Remedies. If either Party fails to perform any of its responsibilities, obligations or agreements to be performed in accordance with the provisions of this Agreement, and if such failure of performance continues for a period of thirty (30) days following written notice of default from the other Party (or such additional period of time as may reasonably be required to cure such default; provided that the curative action is commenced within such thirty (30) day period and is diligently and continuously pursued to completion), then the non-defaulting Party, at its option, may elect (i) to treat this Agreement as remaining in full force and effect; or (ii) terminate this Agreement as of any specified date. The non-defaulting Party shall additionally be entitled to exercise all remedies available at law or in equity. In the event of any litigation or other proceeding to enforce the terms, covenants or conditions hereof, the non-defaulting Party in any such litigation or other proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

5.11 Instruments of Further Assurance. Each Party covenants it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of their obligations hereunder.

5.12 Compliance with Law. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the Agreement is performed. The Consultant declares it has complied and will comply with all federal, state and local laws regarding business permits, certificates and licenses required to perform the Services.

5.13 Non-Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder. Notwithstanding any provision to the contrary in this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protection provided to the District under the Colorado Governmental Immunity Act.

5.14 Inurement. This Agreement shall inure to and be binding on the heirs, executors, administrator, successors, and permitted assigns of the Parties hereto.

5.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

5.16 Conflicts. If any term or provision(s) in any Exhibit attached as part of this Agreement conflicts with any term or provision(s) in the body of this Agreement, the term or provision(s) contained in the body of this Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

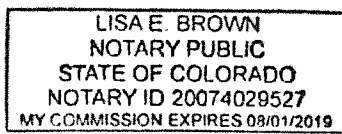
Consultant:  
ETG Systems, Inc.  
By: [Signature]  
Its: President

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of March, 2019, by Mihai Simon, as President of ETG Systems.

Witness my hand and official seal.

My commission expires: 8/1/2019



[Signature]  
Notary Public

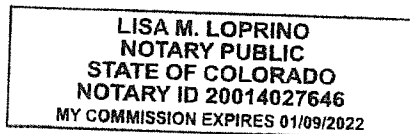
District:  
DENVER CONNECTION WEST METROPOLITAN DISTRICT  
By: [Signature]  
President

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me this 22 day of March, 2019, by Robert A. Schrock as President of Denver Connection West Metropolitan District.

Witness my hand and official seal.

My commission expires: 1/09/2022



[Signature]  
Notary Public

**EXHIBIT A**  
**SCOPE OF SERVICES & COMPENSATION**

### Scope of Work

Alarm and Video Monitoring Services for the Denver HUB location.

Basic Alarm Monitoring Services will cover:

1. Basic Alarm Monitoring of alarm system on premises
2. IP and GSM communication - dual-path for increased reliability
3. Client portal for remote arming and disarming, along with email notifications of alarms and other events.

Remote Video Monitoring Services will provide for the following:

1. Dispatch operator will look at the on-site cameras to verify on-site activity when the alarm goes off to avoid false police dispatches (or urgent police response in case of real break-ins)
2. Daily verification of camera functionality
3. Detection of trespassers after-hours and utilizing loudspeakers for deterrence of criminal activity such as kids in the pool at night, or anyone using the facilities after hours.
4. Enforcing 9PM closing time and reminding occupants to leave the premises upon closing time via loudspeaker.
5. Visually verify condition of facility upon closing, ensuring overhead doors are closed, lights are off and other visual cues indicating normal conditions of the facility.
6. Notify client's responsible party in the event of after-hours activity, improper conditions upon closing or any other monitored emergency event.

Separate monitoring terms and conditions apply.

**NO INSTALLATION OR SETUP FEES**

#### **Clubhouse Area**

##### **Security System**

1	<b>ETG Systems Basic Monthly Monitoring</b> Basic Monthly monitoring of Security System	\$45.00
1	<b>ETG Systems Video Monitoring Services</b> ETG's Video Monitoring and Virtual Guard Service, includes: Video Alarm Verification, Suspicious Activity detection, Cloud Backup, Talk-Down to suspicious persons, MONTHLY COST See Scope of work for details	\$344.05

Security System Total:	\$389.05
Clubhouse Area Total:	\$389.05
Project Subtotal:	\$389.05

\* Price Includes Accessories

Presented By: ETG Systems, Inc.

Project Name: Denver HUB Alarm and Video Monitoring Project No.: WILLI-DENVE-0002

3/7/2019

Page 2 of 3





## Proposal

### Project Summary

---

Total Installation Price:	\$389.05
---------------------------	----------

---

Grand Total:	\$389.05
--------------	----------

---

Client:	Nathan Skrdla
---------	---------------

---

Date
------

---

Contractor:	ETG Systems, Inc
-------------	------------------

---

Date
------

---

\* Price Includes Accessories

Presented By: ETG Systems, Inc

Project Name: Denver HUB Alarm and Video Monitoring      Project No: WILLI-DENVE-0002

3/7/2019

Page 3 of 3

**EXHIBIT B**  
**CERTIFICATION OF CONSULTANT**

1. Pursuant to the requirements of Section 8-17.5-102(1), C.R.S., the Consultant hereby certifies to the District that the Consultant does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that it will participate in the E-Verify Program or Department Program (as defined in Sections 8-17.5-101(3.3) and (3.7), C.R.S.) in order to confirm the employment eligibility of all employees of the Consultant who are newly hired to perform work under the Agreement.
2. In accordance with Section 8-17.5-102(2)(a), C.R.S., the Consultant shall not:
  - (a) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or
  - (b) Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
3. The Consultant represents and warrants it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.
4. The Consultant is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is in effect.
5. If the Consultant obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, the Consultant shall:
  - (a) Notify the subcontractor and the District within three (3) days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
  - (b) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
6. The Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking, pursuant to the law.
7. If the Consultant violates any provision of Section 8-17.5-102(1), C.R.S., the District may terminate the Agreement immediately and the Consultant shall be liable to the District for actual and consequential damages of the District resulting from such termination, and the District shall report such violation by the Consultant to the Colorado Secretary of State, as required by law.

## SERVICE AGREEMENT FOR CLEANING SERVICES

THIS SERVICE AGREEMENT FOR CLEANING SERVICES (“**Agreement**”) is entered into and effective as of the 14<sup>th</sup> day of March, 2019, by and between **DENVER CONNECTION WEST METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and Westmac LLC, dba metro Building Services, a Colorado Corporation (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

### RECITALS

A. The District was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities and improvements in accordance with its service plan (the “**Improvements**”).

B. Pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts and agreements affecting the affairs of the District.

C. The Consultant has experience in providing the services, as set forth in **Exhibit A** hereto, attached and incorporated herein (the “**Services**”), and is willing to provide such Services to the District for reasonable consideration.

D. The Parties desire to enter into this Agreement to establish the terms by which the Consultant will provide the Services to the District.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

### I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

(a) Perform the Services, safely and in accordance with the highest standard of care, skill, and diligence provided by a professional consultant in performance of work similar to the Services.

(b) Be properly qualified to perform the Services. The Consultant does hereby warrant that the quality of the Services shall be as specified in this Agreement, shall conform in all respects to the requirements of this Agreement and shall be free of defects and deficiencies.

(c) Take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required under Section 4.2 hereof.

(d) Advise the District of the status of the Services required by this Agreement on a regular basis and work in coordination with the District's consultants to assure that the District has the most complete information available for the exercise of the District's powers and discretionary authority.

(e) Refrain from entering into any contract, oral or written, in the name of the District, and from incurring any debt, liability or obligation for or on behalf of the District. All obligations incurred by the Consultant shall be obligations of the Consultant and the Consultant shall hold the District harmless therefrom.

#### 1.2 Limitations on Authority.

(a) The Consultant shall have no right or authority, expressed or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement or specifically authorized or ratified by the board of directors of the District as reflected in the minutes of the District board meetings. The Consultant shall at all times conform to the stated policies established and approved by the District.

(b) Independent Contractor Status. The Consultant is an independent contractor, as provided in Section 8-40-202(2)(b)(I)-(IV), C.R.S., as amended, and nothing herein contained shall constitute or designate the Consultant or any of its employees, agents, subcontractors or suppliers as employees of the District. The Services to be performed by the Consultant shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the District, except the payments to be made by the District to the Consultant for the Services performed as provided herein. The District shall not be responsible for the Consultant's means, methods, techniques, sequences or procedures of work or for safety precautions incident thereto. **The Consultant is not entitled to workers' compensation benefits and the Consultant is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

1.3 Compliance with Applicable Law. The Consultant shall provide the Services set forth herein in full compliance with all applicable laws, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction over the activities of the District.

1.4 No Right or Interest in District Assets. The Consultant shall have no right or interest in any of the District's assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated herein.

1.5 Certification of Compliance with Illegal Alien Statute. By its execution hereof, the Consultant confirms and ratifies all of the certifications, statements, representations and warranties set forth in **Exhibit B** attached hereto and made a part hereof by this reference.

1.6 Work Product. "**Work Product**" shall consist of all written materials maintained by the Consultant in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Consultant shall maintain

reproducible copies of any test results and logs which it obtains and shall make them available for the District's use, and shall provide such copies to the District upon request at reasonable commercial printing rates. Consultant agrees all right, title and interest in the Work Product is and shall remain the property of the District. If requested by the District, Consultant shall execute and deliver such documents as shall be necessary in the District's sole discretion, to assign, transfer and convey all rights in the Work Product to the District or its assignee. If Consultant fails to execute any documents required under this Section 1.6, then Consultant hereby irrevocably appoints the District its attorney-in-fact for the purpose of executing any required transfers of ownership or interests and any other documents necessary to effectuate this Section 1.6. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the District immediately upon termination of this Agreement.

## II. COMPENSATION

2.1 Compensation. The Consultant shall be paid as set forth in **Exhibit A** attached hereto on a time and materials basis, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as **Exhibit C** ("Change Order").

2.2 Monthly Invoices and Payments. The Consultant shall submit to the District a monthly invoice, in a form acceptable to the District. Invoices shall be submitted and paid no more frequently than once a month.

2.3 Expenses. The Consultant is responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as set forth in **Exhibit A**, unless otherwise approved in advance by the District in writing.

2.4 Subject to Annual Budget and Appropriation; District Debt. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds is subject to annual budgeting and appropriation. Nothing herein constitutes or creates an indebtedness or debt of the District within the meaning of any Colorado constitutional provision or statutory limitation.

## III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on December 31, 2019. This Agreement shall automatically renew for additional terms of twelve (12) months each.

3.2 Termination. The District may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the Consultant at least thirty (30) days prior to the effective date of such termination. The Consultant may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the District at least thirty (30) days prior to the effective date of such termination. Any termination notice provided pursuant to this Section 3.2 shall specify the extent of termination and the effective date of the same.

The District shall pay the Consultant for all Services satisfactorily performed through the termination date.

#### IV. INDEMNIFICATION AND INSURANCE

4.1 Indemnification. The Consultant hereby agrees to indemnify, defend and hold the District and its affiliated entities or other persons or entities designated by the District, and their respective directors, trustees, officers, members, managers, agents and employees (collectively, the “**Indemnitees**”), harmless from any and all liability for damage, including, but not limited to, the reimbursement of attorneys’ fees and costs, arising out of death or bodily injury to persons or damage to property, in such amount that is represented by the degree or percentage of negligence or fault attributable to the Consultant and/or its agents, representatives, subcontractors, or suppliers.

4.2 Insurance Requirements. The Consultant shall procure, at its sole cost and expense, the insurance coverages set forth below, which insurance shall be placed with insurance companies rated at least “A:XIII” by A.M. Best Company. The Consultant shall give notice to the District at least thirty (30) days prior to the cancellation or nonrenewal of such policies. The Consultant shall give notice to the District within five (5) business days, or as soon as practicable, of any modification of any such policies. Consultant’s cost of maintaining the insurances required hereunder shall not be considered a reimbursable expense of the Consultant. The Consultant shall, upon request, promptly furnish the District with copies of policies obtained pursuant to this Section 4.2. Prior to commencing the Services, the Consultant shall furnish the District with certificates evidencing such insurance and provided further, however, with respect to the Workers’ Compensation Insurance required below, the Consultant must furnish to the District, prior to the commencement of any Services, duly executed and validated forms as prescribed by the state authority having jurisdiction evidencing that such insurance is in full force and effect. The District shall not pay any invoices until Consultant provides the certificates evidencing such insurance and Workers’ Compensation coverage.

(a) Liability Insurance Coverage.

(i) Workers’ Compensation Insurance. A Workers’ Compensation Insurance Policy in form and substance reasonably acceptable to the District and in an amount not less than the statutory benefits, including Employer’s Liability Insurance with limits of liability of not less than (i) \$500,000 for bodily injury by accident, each accident; (ii) \$500,000 for bodily injury by disease, each employee; and (iii) \$500,000 aggregate liability for disease. The Workers’ Compensation Insurance Policy, or an endorsement to such policy, must include a waiver of subrogation in favor of the District.

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include, without limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the



insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

(iii) Automobile Liability Insurance. An Automobile Liability Insurance Policy written on a per accident basis, in form and substance reasonably acceptable to the District. The Automobile Liability Insurance Policy must provide coverage for all owned, hired, rented and nonowned automobiles, and must include uninsured motorist coverages. The Automobile Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each accident for bodily injury and/or property damage.

(iv) Excess Liability Insurance. An Excess Liability Insurance Policy written in excess of the coverages provided by the insurance policies described in the preceding Subsections 4.2(a)(i) - (iii), in form and substance reasonably acceptable to the District, which policy will include the District as additional insured. The Excess Liability Insurance Policy must be written with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury/or property damage and annual aggregate.

(b) Failure to Obtain and Obligation to Maintain Insurance. If the Consultant fails to furnish and maintain insurance as required by this Section 4.2, the District may purchase such insurance on behalf of the Consultant and deduct the cost of such insurance premium(s) from the compensation otherwise owed to the Consultant, and the Consultant shall furnish to the District any information needed to obtain such insurance. Except as otherwise expressly provided herein, all insurance policies required by the terms of this section shall be kept in full force and effect until the date of final payment to the Consultant for the Services specified in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the foregoing insurance requirements are in no way intended to, and will not in any manner, limit or qualify the liabilities and/or indemnities assumed by the Consultant under or pursuant to this Agreement.

(c) Effect of Approval or Acceptance of Insurance. District acceptance and/or approval of any or all of the insurances required hereunder does not and shall not be construed to relieve Consultant from any obligations, responsibilities or liabilities under this Agreement.

## V. MISCELLANEOUS

### 5.1 M/WBE and Prevailing Wage Compliance.

(a) Small or Disadvantaged Business Enterprises (“M/WBE”). To the extent applicable to this Agreement, Consultant shall comply with the City of Denver’s then-current ordinances relating to: (a) minority and women business enterprise participation as currently set forth in Division 1 and Division 3 of Article III, Title 28 of the Denver Revised Municipal Code (“DRMC”), as the same may be amended or recodified from time to time; (b) small business enterprise participation as currently set forth in Sections 28-201 to 28-231 of the DRMC, as the same may be amended or recodified from time to time; and (c) any small or disadvantaged business enterprise ordinances that may subsequently be adopted by the City Council with respect to construction work that is not under contract at the time of adoption of such ordinance.

(b) Prevailing Wages. Consultant hereby confirms that in its performance under this Agreement, it shall comply with the wage provisions of the City of Denver’s current ordinances applicable to City contracts relating to the payment of prevailing wages for any District contracts relating to the acquisition or construction, operation or maintenance of the Improvements, unless such contract is required to comply with Davis-Bacon or other federal wage requirements. Work performed under any contract that is required to comply with the Davis-Bacon Act or other federal wage requirements is exempt from the City’s prevailing wage requirements.

(c) If there is any event of non-compliance with the M/WBE and/or prevailing wage requirements by Consultant, the District shall, following written notification of non-compliance from the City Auditor, withhold payments due to Consultant under this Agreement until such violation is resolved. Any failure on the part of Consultant to comply with the M/WBE and/or prevailing wage requirements constitutes a default under this Agreement, which default shall be subject to the provision of Section 5.10 below.

5.2 Assignment. The Consultant shall not assign any of its rights or delegate any of its duties hereunder to any person or entity. Any purported assignment or delegation in violation of the provisions hereof shall be void and of no effect.

5.3 Modification; Amendment. This Agreement may be amended from time to time by agreement between the Parties hereto; provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the District or the Consultant unless the same is in writing and duly executed by the Parties.

5.4 Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

5.5 Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

5.6 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this Agreement shall be exclusive to the State District Court in and for the County of Denver, Colorado.

5.7 Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

5.8 Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the Consultant any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the Consultant shall be for the sole and exclusive benefit of the District and the Consultant.

5.9 Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District: Denver Connection West Metropolitan District  
141 Union Blvd., Ste. 150  
Lakewood, CO 80228  
Phone: 303-987-0835  
Email: ljohnson@sdmsi.com  
Attn: Lisa A. Johnson

With a Copy To: McGeady Becher P.C.  
450 E. 17<sup>th</sup> Avenue, Suite 400  
Denver, Colorado 80203  
Phone: (303) 592-4380  
Email: ecortese@specialdistrictlaw.com  
Attn: Elisabeth Cortese

To Consultant: Westmac LLC, dba Metro Building Services  
383 Corona St. #204  
Denver, CO 80218  
Phone: 303-250-4111  
Email: tyler.warmbold@mbsclean.com  
Attn: Tyler Warmbold

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service, upon electronic confirmation of facsimile transmission, or three (3) business days after deposit in the United States mail. By

giving the other Party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

5.10 Default/Remedies. If either Party fails to perform any of its responsibilities, obligations or agreements to be performed in accordance with the provisions of this Agreement, and if such failure of performance continues for a period of thirty (30) days following written notice of default from the other Party (or such additional period of time as may reasonably be required to cure such default; provided that the curative action is commenced within such thirty (30) day period and is diligently and continuously pursued to completion), then the non-defaulting Party, at its option, may elect (i) to treat this Agreement as remaining in full force and effect; or (ii) terminate this Agreement as of any specified date. The non-defaulting Party shall additionally be entitled to exercise all remedies available at law or in equity. In the event of any litigation or other proceeding to enforce the terms, covenants or conditions hereof, the non-defaulting Party in any such litigation or other proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

5.11 Instruments of Further Assurance. Each Party covenants it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of their obligations hereunder.

5.12 Compliance with Law. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the Agreement is performed. The Consultant declares it has complied and will comply with all federal, state and local laws regarding business permits, certificates and licenses required to perform the Services.

5.13 Non-Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder. Notwithstanding any provision to the contrary in this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protection provided to the District under the Colorado Governmental Immunity Act.

5.14 Inurement. This Agreement shall inure to and be binding on the heirs, executors, administrator, successors, and permitted assigns of the Parties hereto.

5.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

5.16 Conflicts. If any term or provision(s) in any Exhibit attached as part of this Agreement conflicts with any term or provision(s) in the body of this Agreement, the term or provision(s) contained in the body of this Agreement shall control.

**[SIGNATURE PAGE FOLLOWS]**

[SIGNATURE PAGE TO SERVICE AGREEMENT]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

Consultant:  
Westmac LLC, dba Metro Building Services

By: [Signature]  
Its: \_\_\_\_\_

STATE OF COLORADO

COUNTY OF Denver

)  
) ss.  
)

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of MARCH, 2019, by Tyler Wambold, as President of Westmac LLC.

Witness my hand and official seal.

My commission expires: 9/27/2022

SARAH ANNE MCGIHON  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20184038332  
MY COMMISSION EXPIRES 09/27/2022

[Signature]  
Notary Public

District:  
DENVER CONNECTION WEST METROPOLITAN  
DISTRICT

By: [Signature]  
President

STATE OF COLORADO

COUNTY OF ARAPAHOE

)  
) ss.  
)

The foregoing instrument was acknowledged before me this 26 day of MARCH, 2019, by Robert A. Johnson, as President of Denver Connection West Metropolitan District.

Witness my hand and official seal.

My commission expires: 10/26/2019

KIMBERLY TRIOLO  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20114060961  
MY COMMISSION EXPIRES 10/26/2019

[Signature]  
Notary Public

**EXHIBIT A**  
**SCOPE OF SERVICES & COMPENSATION**



---

March 11, 2019

The HUB – MSI HOA  
Robyn Norton  
4746 Jasper St.  
Denver, CO 80239  
rnorton@msiho.com

RE: Cleaning proposal for The HUB

Dear Robyn,

Thank you for giving us the opportunity to propose janitorial services for The HUB. I appreciate the invitation to visit with you. Our dedication to understanding and customizing the cleaning service you want and expect is an important first step in creating a long-term relationship with our customers.

Monthly Cleaning (1x per week) - \$425.00

After event cleaning - \$125.00

Inspection Fee - \$50 each inspection

We look forward to providing you an exceptional janitorial service. I am very confident that we will be able to provide you and your client with great value by performing this work to your satisfaction.

Kindest Regards,

*Tyler Warmbold*

Tyler Warmbold  
303.250.4111  
[tyler.warmbold@mbsclean.com](mailto:tyler.warmbold@mbsclean.com)



**EXHIBIT B**  
**CERTIFICATION OF CONSULTANT**

1. Pursuant to the requirements of Section 8-17.5-102(1), C.R.S., the Consultant hereby certifies to the District that the Consultant does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that it will participate in the E-Verify Program or Department Program (as defined in Sections 8-17.5-101(3.3) and (3.7), C.R.S.) in order to confirm the employment eligibility of all employees of the Consultant who are newly hired to perform work under the Agreement.

2. In accordance with Section 8-17.5-102(2)(a), C.R.S., the Consultant shall not:

(a) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or

(b) Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

3. The Consultant represents and warrants it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

4. The Consultant is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is in effect.

5. If the Consultant obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, the Consultant shall:

(a) Notify the subcontractor and the District within three (3) days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. The Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment (“**Department**”) made in the course of an investigation that the Department is undertaking, pursuant to the law.

7. If the Consultant violates any provision of Section 8-17.5-102(1), C.R.S., the District may terminate the Agreement immediately and the Consultant shall be liable to the District for actual and consequential damages of the District resulting from such termination, and the District shall report such violation by the Consultant to the Colorado Secretary of State, as required by law.

## FORM OF CHANGE ORDER

<b>Change Order No:</b>	<b>Date Issued:</b>
<b>Name of Agreement:</b>	
<b>Date of Agreement:</b>	<b>District(s):</b>
<b>Other Party/Parties:</b>	

CHANGE IN SCOPE OF SERVICES (describe):	

CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: \$ _____	Original Term: Expires _____, 20____
Increase of this Change Order: \$ _____	New Term: Expires _____, 20____
Price with all Approved Change Orders: \$ _____	Agreement Time with all Approved Change Orders: _____

APPROVED:		APPROVED:	
By:		By:	
	District		Consultant

# DENVER CONNECTION WEST METRO DISTRICT

## Board Meeting Project Status

April 1, 2019



### Project Work

#### Site Visits

Site visits were done weekly. The overall status of construction is as follows:

- Earthwork import to the park is on-going.
- Construction on the Hub is on-going.
- The Hub interior furniture and décor is installed. The outdoor furniture will be delivered in the spring.
- Final punchlist items are being addressed for the Hub interior.
- Hub fencing is on-going. Pools and plantings will be done in spring.
- Construction of the open space flat concrete is ongoing as weather permits.
- Seat walls, planter walls and other park amenities are on-going.

#### Cost Certification

- Cost Certification #14





## **Construction Contract Documents**

### **Contractor Contracts**

- Final Acceptances (not Warranty Acceptance)
  - Chato's Concrete – Recommend Ratification

### **District Contract Change Orders**

- Brightview
  - Change Order 5 – Extend Sleeving Pollinator Park - \$3,159.00 – Recommend Ratification
  - Change Order 6 – Demo and Replace curb in Dog Park - \$16,203.00 – Partial to be back charged to EMK - Recommend Ratification
- MW Golden
 

Due to the timing of when this report needs to be submitted, these change order requests may or may not be ready to discuss at the Board Meeting.

  - Change Order Request – Gate Hardware - \$9,225.00 – Waiting on resubmittal
  - Change Order Request – Extended General Conditions – \$135,157.00 – Waiting WLH and Board review
  - Change Order Request – Electric Consumption Costs – \$30,149.00 – Waiting WLH and Board review
  - Change Order Request – Raise Fences due to City changing the requirements – \$39,940.00 – Getting proposals from other fence contractors
  - Change Order Request – Infill under fence – \$5,451.00 – Getting proposals from other fence contractors
  - Change Order Request – Picture frame fence mesh – \$29,300.00 – Work done without District approval – directed by designers
  - Change Order Request - Omerta Bill – Don't agree on quantities
- Thoutt Brothers
  - Change Order Request – Mew Concrete Reduction – Waiting on verification from William Lyon Homes

### **Consultant/Vendor Agreements**

#### **Consultant/Vendor Agreements**

- None

#### **Consultant/Vendor Task Orders**

- Godden Sudik
  - Task Order 2 – Additional Services – \$15,335.00
- ETG Systems, Inc.
  - Task Order 2 – Additional Hub Security – \$3,741.79 – Recommend Approval

### **Other Matters**

None

**DENVER CONNECTION METROPOLITAN DISTRICT  
MASTER SERVICES AGREEMENT TASK ORDER**

**AGREEMENT TITLE** Master Service Agreement for Design Services

**AGREEMENT NO.** 1 **AGREEMENT DATE** 4/23/18 **TASK ORDER NO.** 2

**CONSULTANT** ETG Systems, Inc.

**TASK ORDER REFERENCE:** Cost Proposal (attached)

**TASK ORDER NAME:** Additional Hub Security, Surveillance, and Access Control

**METRO DISTRICT PROJECT ENGINEER:** IDES, LLC (Kim Fiore)

**BASIS OF COMPENSATION:** As per Cost Proposal (attached)

**SCHEDULE:** As per Cost Proposal (attached)

**AGREEMENT PRICE RECONCILIATION:**

Previously Approved Change Orders/Amendments/Task Orders \$ 46,539.15

Task Order Price – Task Order No. 2 \$ 3,741.79

Total of Agreement Prices including this Task Order \$ 50,280.94

**AGREEMENT TERMS AND CONDITIONS**

All other terms and conditions of the Agreement remain unchanged and in full force and effect.

This Task Order constitutes written assurance by the District that lawful appropriations have been made to cover the cost of the Task Order, pursuant to Section 24-91-103.6, C.R.S.


**APPROVALS REQUIRED:**

To be effective, this Task Order must be approved according to the Agreement.

Recommended by Kim Fiore Date 3/8/19

Approved by \_\_\_\_\_ Date \_\_\_\_\_

The undersigned agrees to the above terms and conditions:

  
Consultant

3/13/2019  
Date

\_\_\_\_\_  
President  
Title



## Scope of Work

Provide and Install additional CCTV camera for the back doors and back gate surveillance. Includes network switch, UPS backup to ensure camera operation during power outage, software license and installation labor.

### Utility Area

#### Surveillance

1	<b>APC Battery Backup</b> 1100VA Back-Up UPS w/coaxial and data line protection, 10 outlets	\$167.99
1	<b>Dahua 2.8MM.TWDR.4MP.MIC.IP67.POE</b> Indoor/Outdoor 4 MP CCTV mini-Dome, Starlight Technology for Ultra-low Light Sensitivity, greater than 1080p Resolution, True Wide Dynamic Range (120 dB) and Day/Night IR Cut Filter 2.8 Fixed, Built-in Mic, 65ft IR, POE, IK10, IP67	\$291.57
	<b>ETG Systems ETG Technician</b> ETG Technician to install CCTV, Access Control and Intrusion systems/wiring and devices.	\$218.99
1	<b>Milestone XPEXPLUSDL</b> Express+ level IP Video Management Software - Device License	\$107.14
1	<b>Trendnet TPE-S50</b> 5-Port 10/100 Mbps PoE Switch	\$58.57
Surveillance Total:		\$844.26
Utility Area Total:		\$844.26
Project Subtotal:		\$844.26

\* Price Includes Accessories



## Project Summary

---

Total Installation Price:	\$844.26
---------------------------	----------

---

Grand Total:	\$844.26
--------------	----------

Client:

Date

Contractor: ETG Systems, Inc

3/13/2019

Date

## Denver HUB - Add-ons/changes

William Lyon Homes



**Presented To:**

William Lyon Homes  
Nathan Skrdla  
Manager of Architecture and Planning  
nathan.skrdla@lyonhomes.com  
303-703-8657

**Presented By:**

Mihai Simon

Modified: 02-26-2019

Revision: 0

**Project/Quote ID:** WILLI-DENVE-0001

## Scope of Work

Parts and installation for new Access Control, Surveillance, Intrusion Detection, and Audio Systems for new Clubhouse Facility.

### Clubhouse Area

#### Security System

1	<b>Honeywell Ademco 5800CO</b>	\$155.00
	The 5800CO is a 3V battery powered wireless carbon monoxide (CO) detector intended for use with Honeywell alarm systems that support 5800 Series wireless devices. It contains a piezoelectric horn which generates the ANSI S3.41 temporal 4 pattern in an alarm condition	
Security System Total:		\$155.00
<b>Clubhouse Area Total:</b>		<b>\$155.00</b>

### Utility Area

#### AV System

1	<b>RATH 624POOLD</b>	\$521.28
	Emergency Telephone for Pool Areas. uses Digital VOIP telephone line (service by others)	
AV System Total:		\$521.28

#### Surveillance

1	<b>Dahua PFA100</b>	\$24.63
	Camera mount Adapter	
1	<b>Dahua PFA151</b>	\$97.00
	Corner Mount Bracket for CCTV cameras	
1	<b>Dahua PFB302S</b>	\$31.30
	Wall mount bracket with IP66 junction box, 1-1/2" Thread	
Surveillance Total:		\$152.93
<b>Utility Area Total:</b>		<b>\$674.21</b>

\* Price Includes Accessories

Presented By: ETG Systems, Inc

Project Name: Denver HUB - Add-ons/changes

Project No.: WILLI-DENVE-0001

2/26/2019

Page 2 of 4

## Gates

### Access Control

1	<b>HES 9600-12/24-630</b>	\$444.43
	9600 Series RIM Electric Strike - Dual voltage 12 or 24 VDC, Satin Stainless Steel	

### Alternates

1	Detex/DAC Industries V40XERXW	Add \$1,146.22
	V40 series matching panic hardware, weatherized for outdoor environments with built-in latch retraction for access control.	
2	<b>HES 9600-12/24-630</b>	\$888.86
	9600 Series RIM Electric Strike - Dual voltage 12 or 24 VDC, Satin Stainless Steel	
3	<b>HES SMB</b>	\$565.50
	Surface Mount Backbox for Electric Strike	

Access Control Total:	\$1,898.79
<b>Gates Total:</b>	<b>\$1,898.79</b>
<b>Project Subtotal:</b>	<b>\$2,728.00</b>

## Project Summary

---

**Total Installation Price:** **\$2,728.00**

**Sales Tax:** **\$169.53**

---


**Grand Total:** **\$2,897.53**

---

**Client:** **Nathan Skrdla**

---

**Date**

---

**Contractor:** **ETG Systems, Inc**

---

**3/13/2019**

---

**Date**

# Denver Connection West Metropolitan District

## CHANGE ORDER

Project:	Denver Connection West	No.:	5
Contract For:	Landscape Furnishings	Date Issued:	
Contractor:	BrightView Landscape Development	Owner:	Denver Connection West Metropolitan District
Address:	8888 N. Molsenbocker Road Parker, CO 80134-7523	Address:	400 Inverness Parkway #350 Englewood, CO 80112

You are directed to make the following changes in the Contract Documents:

Description: Extend Sleeving in Pollinator Park

Purpose of Change Order: Extend irrigation sleeves from hexagonal planters to outside paver area.

Needed to be done before pavers could be installed.

Attachments (List Documents Supporting Change): Change Order Request #6

### CHANGE IN CONTRACT PRICE:

### CHANGE IN CONTRACT TIME (in days):

Original Contract Price:	\$	1,105,276.65	Original Contract Time:	151
Previous Change Orders No. 000 to No. 004:	\$	-91,900.00	Net Change from Previous Change Orders:	23
Contract Price Prior to this Change Order:	\$	1,013,376.65	Contract Time Prior to this Change Order:	174
Net Change of this Change Order:	\$	3,159.00	Net Change of this Change Order:	2
Contract Price with all approved Change Orders:	\$	1,016,535.65	Contract Time with all approved Change Orders:	176

### RECOMMENDED:

By: K. F. Fire  
Date: 3/7/19  
Engineer

### APPROVED:

By: [Signature]  
Date: 3/11/19  
Contractor

### APPROVED:

By: Robert A. Johnson  
Date: 3/11/19  
Owner

Digitally signed by Robert A. Johnson  
DN: cn=Robert A. Johnson, o=Denver  
Connection West Metropolitan  
District, ou=President,  
email=rjohnson@lyonhomes.com,  
c=US  
Date: 2019.03.11 15:32:34 -0600

# Denver Connection West Metro District

## CHANGE ORDER REQUEST (PROPOSAL)

Project:	Denver Connection West	C.O. Request No.:	6
To:	Kim Fiore, PE	From (Contractor):	BrightView
	IDES, LLC – DCWMD District Engineer	Date:	02/14/19
Re:		Contract For:	Landscape Furnishings

This Change Order Request (C.O.R.) contains an itemized quotation for changes in the Contract Sum or Contract Time in response to proposed modifications to the Contract Documents.

### Description of Proposed Change:

Extend irrigation sleeves from Hexagonal Planter to outside of paver area . Due to conditions in the field this was all hand-dug through frozen ground.

Attached supporting information from: ☐ Subcontractor ☐ Supplier ☐ City ☐ Engineer

### Reason for Change:

Does Proposed Change involve a change in Contract Sum?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes Increase	\$	3,159.00
Does Proposed Change involve a change in Contract Time?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes Increase		2 Days

Signed by:

Date:

By:



# BrightView Landscape Development

Estimate  
No. 00007

<b>TITLE:</b>	Extend Sleeves @ Hexagonal Planters	<b>DATE:</b>	2/14/2019
<b>PROJECT:</b>	Denver Connection W Metro LS	<b>JOB:</b>	111800
<b>TO:</b>	Attn: Kim Fiore Denver Connection West Metropolitan	<b>CONTRACT NO</b>	BUDGET

## DESCRIPTION OF ESTIMATE

Extend irrigation sleeves from Hexagonal Planter to outside of paver area . Due to conditions in the field this was all hand-dug through frozen ground

### BREAKDOWN OF WORK

Item	Description of Work	Quantity	Units	Unit Price	Net Amount
00001	See attached	1.000	LS	\$3,159.00	\$3,159.00

**TOTAL:** \$3,159.00

Estimated Time Extension..... 2 days

This estimate will remain in effect for 30 days, unless otherwise noted. After expiration a new estimate will be submitted upon request.

#### Notes:

- ☒ 1. This work will not be done until approved and a written change order is issued.
- ☐ 2. A signature below authorizes us to proceed with the work described above, at the stated prices.
- ☒ 3. Extension of time necessary for this change: 2 consecutive working days.
- ☐ 4. This work was done in accordance with your order to proceed; please issue change order.

Prepared By: Seth McCabe

Seth McCabe

Date: 3.11.19

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

Kim Fiore

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



## Schedule of Values

### Denver Connection West Metropolitan District Landscape Furnishings - Surfacing / Site Work

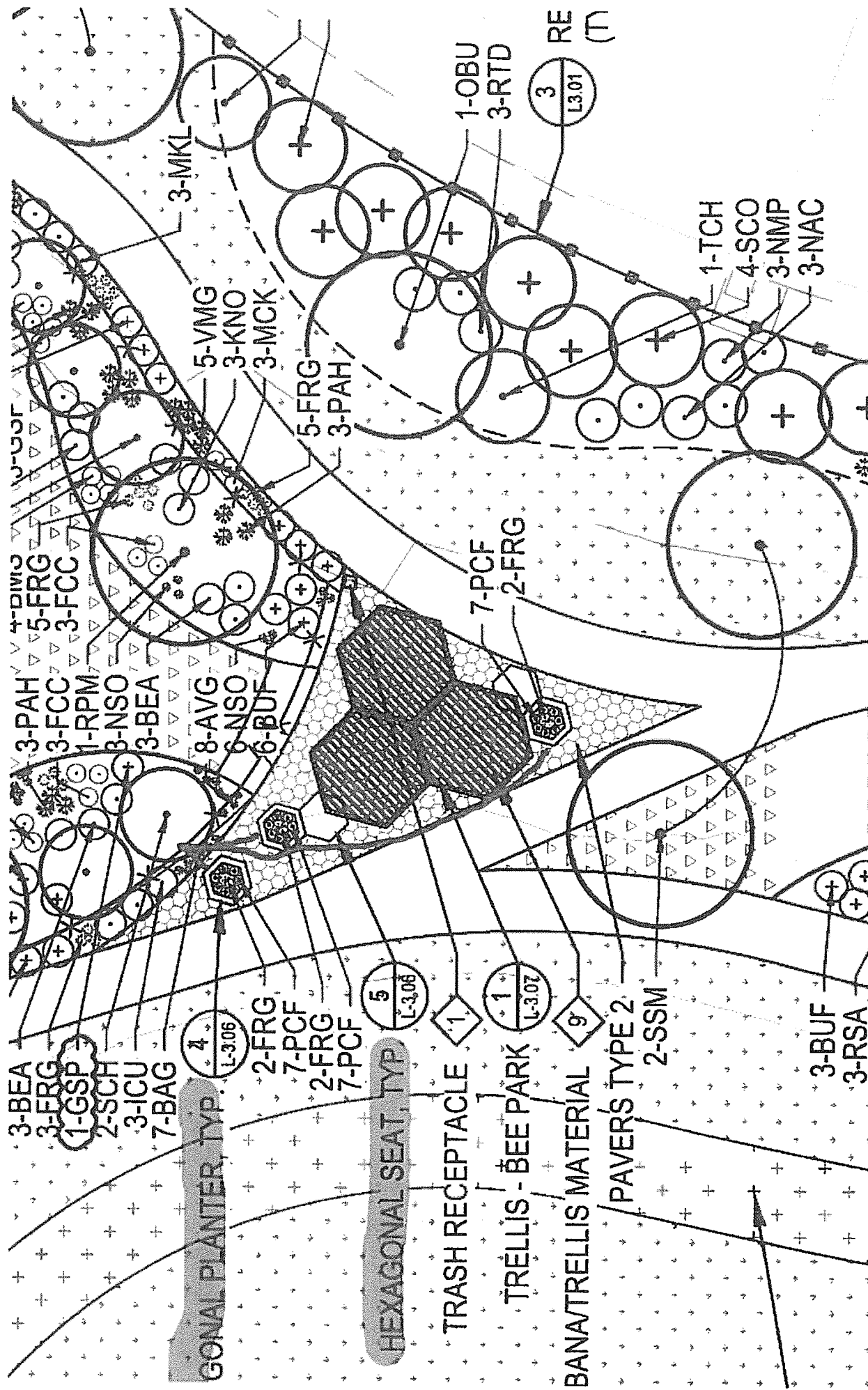
Contractor: BrightView Landscape Development  
8888 Motsenbocker Road  
Parker, CO 80134

#### Landscape

Item Code	Item Description	Unit	REVISED		Unit Price	Extension
			Qty			
Extra Work						
Pollinator Park						
1	Extend irrigation sleeving under paver area into hexagonal planters	LS	1		\$3,159.00	\$3,159.00
Total						\$3,159.00

Contractor  
Representative: Seth McCabe

Title Associate Project Manager  
Date February 14, 2019



# Denver Connection West Metropolitan District

## CHANGE ORDER

Project:	Denver Connection West	No.:	6
Contract For:	Landscape Furnishings	Date Issued:	
Contractor:	BrightView Landscape Development	Owner:	Denver Connection West Metropolitan District
Address:	8888 N. Molsenbocker Road Parker, CO 80134-7523	Address:	400 Inverness Parkway #350 Englewood, CO 80112

You are directed to make the following changes in the Contract Documents:

Description: Demolition and replacement of curb in dog park that was poured incorrectly. Cut trellis Caissons that were poured incorrectly. Install new curb.

Purpose of Change Order: Curb was built too high. Curb changes will be back charged to EMK.

Caisson changes will not be back charged to EMK

Attachments (List Documents Supporting Change): Change Order Request #7.1

### CHANGE IN CONTRACT PRICE:

Original Contract Price: \$ 1,105,276.65

Previous Change Orders  
No. 000 to No. 005: \$ -88,741.00.00

Contract Price Prior to this  
Change Order: \$ 1,016,535.65

Net Change of this Change  
Order: \$ 16,203.00

Contract Price with all  
approved Change Orders: \$ 1,032,738.65

### CHANGE IN CONTRACT TIME (in days):

Original Contract Time: 151

Net Change from Previous  
Change Orders: 25

Contract Time Prior to this  
Change Order: 176

Net Change of this Change  
Order: 7

Contract Time with all  
approved Change Orders: 183

### RECOMMENDED:

By: Kris Froie  
Date: 3/18/19  
Engineer

### APPROVED:

By: WJR  
Date: 3/19/19  
Contractor

### APPROVED:

By: Robert Anthony Johnson  
Date: Johnson  
Owner

Digitally signed by Robert Anthony Johnson  
DN: cn=Robert Anthony Johnson, o=Denver  
Connection West Metropolitan District,  
ou=President,  
email=rob.johnson@denverhomes.com, c=US  
Date: 2019.03.25 15:21:15 -0600

# Denver Connection West Metro District

## CHANGE ORDER REQUEST (PROPOSAL)

Project:	Denver Connection West	C.O. Request No.:	7.1
To:	Kim Fiore, PE	From (Contractor):	BrightView
	IDES, LLC – DCWMD District Engineer	Date:	03/18/19
Re:		Contract For:	Landscape Furnishings

This Change Order Request (C.O.R.) contains an itemized quotation for changes in the Contract Sum or Contract Time in response to proposed modifications to the Contract Documents.

### Description of Proposed Change:

Demo and haul off the existing concrete curb @ Dog Park that was poured incorrectly due to incorrect survey given

Cut caissons @ Dog Park Trellis that were poured incorrectly due to incorrect survey given

Install new curb @ Dog Park

Attached supporting information from: ☐ Subcontractor ☐ Supplier ☐ City ☐ Engineer

### Reason for Change:

Does Proposed Change involve a change in Contract Sum? ☐ No ☒ Yes Increase \$ 16,203.00

Does Proposed Change involve a change in Contract Time? ☐ No ☒ Yes Increase 7 Days

Signed by:

Date:

By:



# BrightView Landscape Development

Estimate  
No. 00008.1

<b>TITLE:</b>	Demo & Replace Curb @ Dog Park	<b>DATE:</b>	3/18/2019
<b>PROJECT:</b>	Denver Connection W Metro LS	<b>JOB:</b>	111800
<b>TO:</b>	Attn: Kim Fiore	<b>CONTRACT NO</b>	BUDGET
	Denver Connection West Metropolitan		

## DESCRIPTION OF ESTIMATE

Demo and haul off the existing concrete curb @ Dog Park that was poured incorrectly due to incorrect survey given  
Cut caissons @ Dog Park Trellis that were poured incorrectly due to incorrect survey given  
Install new curb @ Dog Park

## BREAKDOWN OF WORK

Item	Description of Work	Quantity	Units	Unit Price	Net Amount
00001	See attached	1.000	LS	\$16,203.00	\$16,203.00

**TOTAL:** \$16,203.00

**Estimated Time Extension..... 7 days**

This estimate will remain in effect for 30 days, unless otherwise noted. After expiration a new estimate will be submitted upon request.

### Notes:

- ☒ 1. This work will not be done until approved and a written change order is issued.
- ☐ 2. A signature below authorizes us to proceed with the work described above, at the stated prices.
- ☒ 3. Extension of time necessary for this change: 7 consecutive working days.
- ☐ 4. This work was done in accordance with your order to proceed: please issue change order.

**Prepared By:** \_\_\_\_\_

Seth McCabe

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

**Approved By:** \_\_\_\_\_

Kim Fiore

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

## Schedule of Values

### Denver Connection West Metropolitan District Landscape Furnishings - Surfacing / Site Work

Contractor: BrightView Landscape Development  
8888 Motsenbocker Road  
Parker, CO 80134

#### Landscape

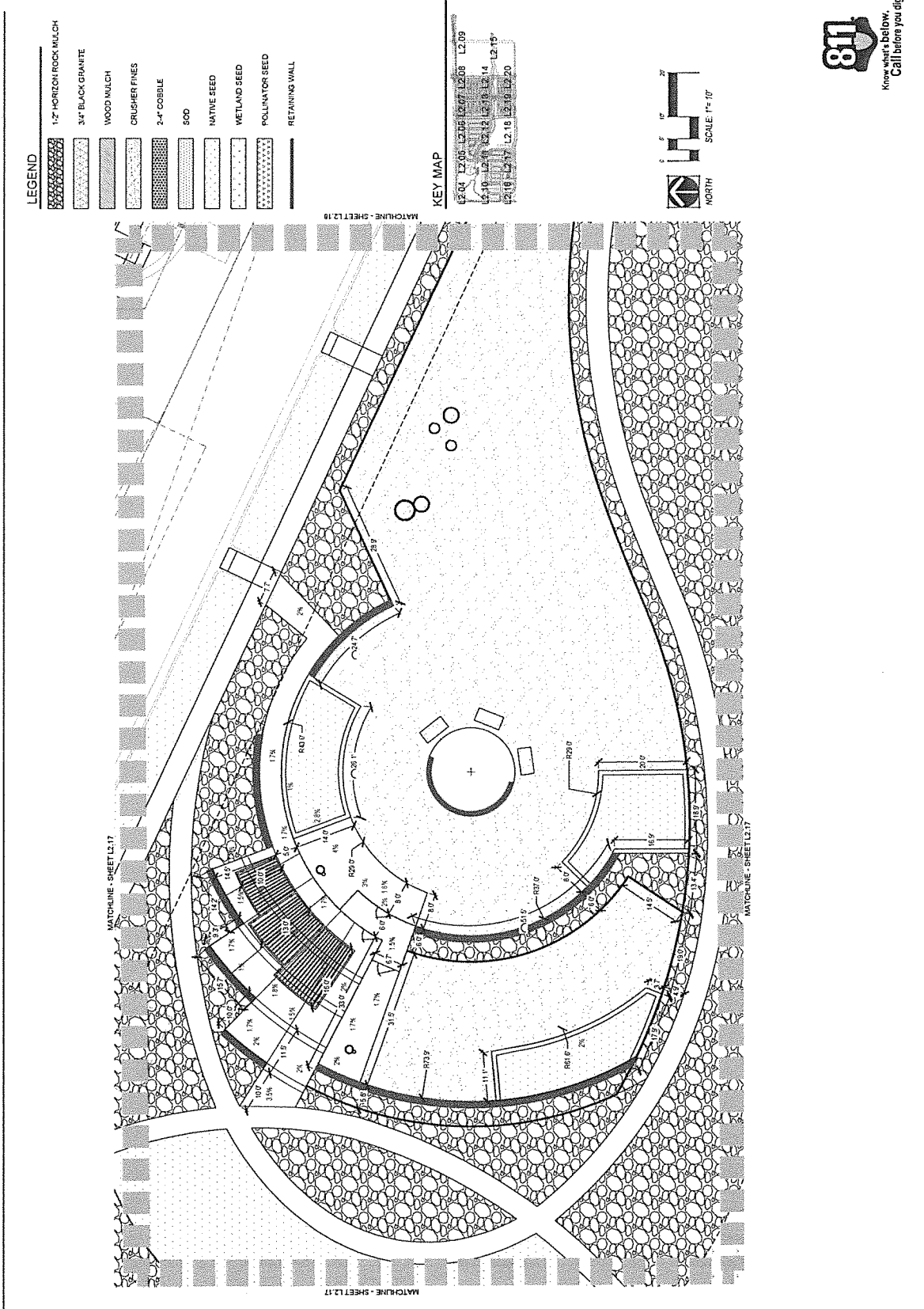
			REVISED		
Item Code	Item Description	Unit	Qty	Unit Price	Extension
Extra Work					
Dog Park					
1	Demo and Haul Off of Existing Curb	LS	1	\$3,642.00	\$3,642.00
2	Cut Caissons @ Trellis	LS	1	\$3,601.00	\$3,601.00
3	Install New Curb	LF	160	\$56.00	\$8,960.00
Total					\$16,203.00

#### Qualifications

Survey is by others based on new survey points identified on exhibit provided by Norris Design

Contractor  
Representative: Seth McCabe

Title Associate Project Manager  
Date March 18, 2019



## NOTICE OF FINAL ACCEPTANCE

Denver Connection West Metropolitan District  
c/o William Lyon Homes  
400 Inverness Parkway, Suite 350  
Englewood, CO 80112  
August 30, 2018

Chato's Concrete, LLC  
8326 Quivas Way  
Denver, CO 80221

The Denver Connection West Metropolitan District (CMD) and Contractor have arranged an agreement of Substantial Completion and Final Acceptance for the Green Valley Ranch Boulevard Medians Project.

Final Acceptance has been deemed to have occurred on February 27, 2019. The following items have been addressed.

- a) All Work has been completed in accordance with the Contract Documents, all Punch list Work has been completed to the satisfaction of the Engineer, and all Liquidated Damages (if any have been assessed) have been paid.
- b) Owner has received all required items required by the Contract Documents including Record Documents, operational and maintenance manuals (if any), all guarantees and warranties, and all other deliverables necessary for the Owner to start-up, operate, and maintain the Project Contractor demonstrates to the Owner the proper operation and maintenance of all equipment.
- c) The entire work under the Contract is fully operational and legally and physically available to be utilized by the Owner for its intended purpose.
- d) All Contractor's supplies, equipment, waste Materials, rubbish, and temporary facilities have been removed from Project site and are acceptable to the Engineer.
- e) Contractor has confirmed in writing that all claims for extension of Contract Time and/or increases in the Contract Amount have been resolved and that no other claims exist or will be submitted against the Owner.

This begins the two-year warranty period. The Contractor's Performance Bond is to remain in effect for the warranty period. As referenced in the Contract Documents, Contractor shall correct any defective Work for a period of two years from the date of Final Acceptance. A warranty inspection will be made prior to February 27, 2021.

Denver Connection West Metropolitan District

**Robert A.**  
**Johnson**

Digitally signed by Robert A. Johnson  
DN: cn=Robert A. Johnson, o=Denver  
Connection West Metropolitan,  
ou=President,  
email=rjohnson@lyonhomes.com, c=US  
Date: 2019.03.12 11:54:30 -06'00'