

# 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 REGULAR 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: August 27, 2019  
TIME: 6:00 P.M.  
PLACE: The HUB  
4746 Jasper Street  
Denver, CO 80239

### I. ADMINISTRATIVE MATTERS

- A. Present Conflict Disclosures and confirm quorum.
- 

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

### II. PUBLIC COMMENTS

- A. \_\_\_\_\_

### III. CONSENT AGENDA

- Review and approve Minutes of the July 23, 2019 Special Meeting (enclosure).
  - Ratify the approval of Master Service Agreement ("MSA") with BSC Signs for Pole Lights.
- 

### IV. FINANCIAL MATTERS

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

und	Period Ending August 15, 2019
General	\$ 50,101.62
Debt	\$ -0-
Capital	\$ 17,068.92
<b>Total</b>	<b>\$ 67,170.54</b>

---

- B. Consider acceptance of the unaudited financial statements dated, June 30, 2019, schedule of developer advances, updated August 15, 2019, and the schedule of cash position for the period ending June 30, 2019, updated as of August 19, 2019 (enclosures).
- 

V. 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. Discuss MW Golden Contract.
- 

1. Discuss Agreement between the District and MW Golden and the following Change Orders:

- Approval of Change Order No. 28 to the Construction Contract with MW Golden to remove pool covers for a decrease in the amount of <\$8,427.00> (to be distributed).
  - Change Order Request – Extended General Conditions- \$135,157.00 – Need Decision to Accept, Deny, or further negotiation with MW Golden.
  - Change Order Request – Picture Frame Fence Mesh - \$24,985.00 – Need Decision to Accept, Deny, or Accept at a lesser amount.
  - Change Order Request – Wading Pool Light Credit- Board discussion.
- 

2. Discuss final punchlist items to be fixed.
- 

3. Discuss As-builts required.
- 

4. Discuss acceptance and release of retainage, in part or whole, related to the contract with MW Golden.
-

- c. Discuss acceptance and release of retainage related to the contract with Brightview Landscape Development, Inc.

---
  - d. Discuss acceptance and release of retainage related to the contract with Thoutt Brother's Concrete Contractors, Inc.

---
  - e. Review and consider the Master Service Agreement ("MSA") for Pool Covers at The HUB with Front Range Aquatech (enclosure).

---

    - 1. Review and consider approval of Task Order No. 1 under the MSA with Front Range Aquatech for Winter Covers including measurement and install in the amount of \$7,111.00 (enclosure).

---
    - 2. Review and consider approval of Task Order No. 2 to the Construction Contract with Front Range Aquatech for Pool Winterization in the amount of \$7,068.58 (enclosure).

---
  - f. Review and consider approval of a proposal from NM Industrial Services for other Winterization.

---
2. Discuss Consultant/ Vendor Task Orders.
- a. Discuss proposals for Task Order No. 3 under the MSA with All American Electrostatic for Painting Gate after Split Rail Fence Repair.

---
  - b. Review and consider Task Order No. 1 under the MSA with BSC Signs for Pole Lights in the amount of \$9,772.55 (enclosure).

---
  - c. Review and consider Task Order No. 5 under the MSA with Independent District Engineering Services ("IDES") for On-call District Services in the amount of \$15,335 (Previous Task Order was for work through May 2019) (to be distributed).

---

- d. Review and consider Task Order No. 3 under the MSA with Split Rail Fence for Gate Repair in the amount of \$500.00 (to be distributed).
- 

- B. Review and consider approval/status of Cost Certification Report No.18 in the amount of \$427,668.60 (enclosure).
- 

## VI. LEGAL MATTERS

- A. Status of City and County's approval of Gateway Improvements Funding Agreement.
- 
- B. Review and consider approval of Rules and Regulations Regarding District owned Common Areas and adoption of Resolution regarding same (to be distributed).
- 
- C. Update regarding codification of District Covenants, Rules and Regulations and Policies and Procedures.
- 

## VII. POOL AND HUB OPERATIONS

- A. Discuss security during non-pool season.
- 
- B. Discuss proposal with ETG Systems, Inc. for replacing existing camera for the hot tub, add pin card, and replace existing door hardware trim on the interior gates with mechanical PIN door handles for an amount of \$4305.58 (enclosure).
- 
- C. Discuss proposed update to District Facilities Rules and Regulations (enclosure).
- 
- D. Discuss potential insurance claim related to pool user negligence.
- 
- E. Discuss Fire Pit and Grill Area use after pool closure.
- 
- F. Discuss Cost to maintain spa year-round (enclosure).
-

- G. Discuss results of pool hours survey (enclosure).
- 

- H. Ratify approval of proposal to replace gas grills (to be distributed).
- 

VIII. COVENANT ENFORCEMENT/DESIGN REVIEW/OPERATIONS

- A. Review and discuss Community Manager's Report (enclosures).
- 

1. Discuss status of Website with Statewide Internet Portal Authority ("SIPA").
- 

- B. Design Review Committee ("DRC")
- 

1. Update from DRC Committee.
- 

- C. Social Committee
- 

1. Discuss and consider approval of additional items on the list of Activities and associated Budget.
- 

IX. OTHER BUSINESS

- A. Discuss and consider rescheduling of regular meeting scheduled December 24, 2019.
- 

- X. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR  
SEPTEMBER 24, 2019 @ WILLIAM LYON HOMES, 400 INVERNESS  
PARKWAY, SUITE 350, ENGLEWOOD, CO 80112**

## RECORD OF PROCEEDINGS

---

### MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE DENVER CONNECTION WEST METROPOLITAN DISTRICT (THE "DISTRICT") HELD JULY 23, 2019

A special meeting of the Board of Directors of the Denver Connection West Metropolitan District (referred to hereafter as the "Board") was convened on Tuesday, July 23, 2019, at 6:00 p.m., at The HUB, 4746 Jasper Street, Denver, CO 80239. The meeting was open to the public.

---

**Directors In Attendance Were:**

Robert A. Johnson  
Craig Wagner  
Eric McEachen  
David Brown

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

**Also In Attendance Were:**

Lisa A. Johnson and Peggy Ripko; Special District Management Services, Inc. ("SDMS")

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

Yelena Primachenko; CliftonLarsonAllen LLP

Kim Fiore; Independent District Engineering Services, LLC ("IDES")

Lisa Lopprino; Willam Lyon Homes

(See Sign In Sheet for other attendees)

---

**DISCLOSURE OF  
POTENTIAL  
CONFLICTS OF  
INTEREST**

The Board noted a quorum was present and 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

## RECORD OF PROCEEDINGS

---

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 special meeting.

Following discussion, upon motion duly made by Director Wagner, 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 Wagner, 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.

### PUBLIC COMMENTS

**Cara Wolf:** Ms. Wolf noted concerns about amending the rules to include language related to parents or guardians accompanying children in the pool. She noted that she has additional concerns about more regular communications to residents.

**William Pineda:** Mr. Pineda requested the Board to consider extending the Pool hours to later than 9 P.M. He also requested to keep hot tub open during the winter months.

### General Discussions

**Pool Rules and Regulations:** A general discussion on the enforcement of the pool rules and regulations ensued.

**Responsibilities of the Metro District and the Home Owners Association ("HOA"):** A general discussion on the responsibilities of the Metro District and the HOA.

### CONSENT AGENDA

The Board considered the following actions:

- Review and approve Minutes of the May 28, 2019 Regular Meeting.

## RECORD OF PROCEEDINGS

---

- Ratify approval of Termination of Service Agreement with Westmac, LLC for Cleaning Services.
- Ratify approval of a Change Order No. 2019-01 with Rocky Mountain Security for On-call Security Services.
- Ratify approval of Change Order No. 2019-02 to the Service Agreement with Rocky Mountain Security for Pool Security Services, effective April 10, 2019.
- Ratify approval of Termination of Service Agreement with MSI, LLC.
- Ratify adoption of Resolution No. 2019-05-01; Amended and Restated Design and Landscape Guidelines.
- Ratify approval of Change Order No. 7 to the Landscape Agreement with BrightView Landscaping Development, Inc. for Revised Handrails for a decrease in the amount of <\$1,700>.

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

### **FINANCIAL MATTERS**

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

Fund	Period Ending June 17, 2019	Period Ending July 15, 2019
General	\$ 37,036.84	\$ 25,478.45
Debt	\$ -0-	\$ -0-
Capital	\$ 187,190.54	\$ 179,393.16
Total	\$ 224,227.38	\$ 204,871.61

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

### **Financial Statements, Schedule of Developer Advances, and Schedule of Cash**

**Position:** Ms. Primachenko presented to the Board the unaudited financial statements dated May 31, 2019, schedule of developer's advances, updated July 15, 2019, and schedule of cash position statement ending May 31, 2019, updated as of July 15, 2019.

Following review and discussion, upon motion duly made by Director Johnson, seconded by Director Wagner and, upon vote unanimously carried, the Board accepted the unaudited financial statements dated May 31, 2019, schedule of developer's advances, and schedule of cash position statement ending May 31, 2019, updated as of July 15, 2019.



## RECORD OF PROCEEDINGS

---

**2018 Audited Financial Statements:** Ms. Primachenko presented to the Board the 2018 audited financial statements.

Following review and discussion, upon motion duly made by Director Johnson, seconded by Director Wagner and, upon vote unanimously carried, the Board approved the 2018 audit, subject to final review by legal counsel.

### **LEGAL MATTERS**

**Intergovernmental Agreement (“IGA”) between the District and the City and County of Denver regarding Gateway Public Improvements:** Attorney Cortese presented to the Board an update on the IGA between the District and the City and County of Denver regarding Gateway Public Improvements.

Following discussion, upon motion duly made by Director Johnson, seconded by Director Wagner and, upon vote unanimously carried, the Board approved the IGA between the District and the City and County of Denver regarding Gateway Public Improvements, subject to final approval by the City and County of Denver.

**Rules and Regulations Regarding District owned Common Areas and adoption of Resolution for the Same:** Attorney Cortese presented to the Board an update on the Rules and Regulations Regarding District owned Common Areas and adoption of Resolution for the same. She noted that work is ongoing. The Board deferred action at this time.

**Codification of District Covenants, Rules and Regulations and Policies and Procedures:** The Board deferred discussion.

**2019 Legislation Concerning Posting of Meeting Notices:** Attorney Cortese reviewed with the Board the recent change in legislation that authorizes the posting of meeting notices on the District’s Website as opposed to in three (3) physical locations within the boundaries of the District. Attorney Cortese noted the new legislation does require designating one physical location for the posting of meeting notices in the event the District’s Website is not functioning and the posting on the website cannot occur.

**Resolution No. 2019-07-01; Establishing District Website and Designating Location for Posting of 24-Hour Notices:** The Board discussed Resolution No. 2019-07-01; Establishing District Website and Designating Location of 24-Hour Posting.

Following discussion, upon motion duly made by Director Johnson, seconded by Director Wagner and, upon vote unanimously carried, the Board adopted Resolution No. 2019-07-01; Establishing District Website and Designating Location of 24-Hour Posting.

## RECORD OF PROCEEDINGS

---

First Amendment to Resolution No. 2018-11-01; Establishing Regular Meeting Dates, Time and Location, Designating Locations for Posting of 72-Hour Notices: The Board discussed a First Amendment to Resolution No. 2018-11-01; Establishing Regular Meeting Dates, Time and Location, Designating Locations for Posting of 72-Hour Notices.

Following discussion, upon motion duly made by Director Johnson, seconded by Director Wagner and, upon vote unanimously carried, the Board approved the First Amendment to Resolution No. 2018-11-01; Establishing Regular Meeting Dates, Time and Location, Designating Locations for Posting of 72-Hour Notices.

### COVENANT ENFORCEMENT/ DESIGN REVIEW

Community Manager's Report: The Board of Directors reviewed the Community Manager Reports from SDMS.

Enforcement of the Parking Policy: Ms. Ripko discussed with the Board enforcement of parking.

Following discussion, the Board determined to have SDMS provide parking covenant enforcement throughout the entire community.

Transition of Community Management Services to SDMS: Ms. Ripko updated the Board on the transition of Community Management Services to SDMS. She noted that the transition is complete and setting up the District Website with Statewide Internet Portal Authority ("SIPA") is in process.

Security Issues at the Pool: Ms. Ripko discussed with the Board the recent security issues.

District Facilities Rules and Regulations: The Board deferred discussion until the next meeting.

Service Agreement with U.S. Protective Services for Security Services: The Board discussed a service agreement with U.S. Protective Services for Security Services.

Following discussion, upon motion duly made by Director Johnson, seconded by Director Wagner and, upon vote unanimously carried, the Board ratified approval of the Service Agreement with U.S. Protective Services for Security Services and to extend the Pool hours to noon-9:00 p.m. on Saturdays and Sundays for a period of time.

Termination of Service Agreement with Rocky Mountain Security for Security Services: The Board reviewed the Termination of Service Agreement with Rocky Mountain Security for Security Services.

## RECORD OF PROCEEDINGS

---

Following review, upon motion duly made by Director Johnson, seconded by Director Wagner and, upon vote unanimously carried, the Board ratified approval of the Termination of Service Agreement with Rocky Mountain Security for Security Services.

**Proposal for Market Umbrellas for The HUB:** The Board discussed a proposal for market umbrellas for The HUB from Possibilities For Design, Inc. in the amount of \$3,165.81.

It was noted that currently there is one umbrella for every table. Stand-alone umbrellas are not recommended due to safety concerns in the wind. The Board took no action at this time.

### **Design Review Committee (“DRC”)**

*Update from the DRC Committee:* Mr. Bongiovanni provided an update to the Board on the efforts of the DRC Committee to date. He noted that there were ten (10) requests, four (4) recorded approvals, one (1) suspended, four (4) in process, one (1) partially recommended, and one (1) pending.

### **Social Committee**

*List of Activities and Associated Budget:* Ms. Forrest and Ms. Wolf presented to the Board their requested budget for the list of activities.

Following discussion, upon motion duly made by Director Johnson, seconded by Director Wagner and, upon vote unanimously carried, the Board approved Movie Night and Paint n’ Sip from the list of activities in a collective amount not to exceed \$950.00.

The Board directed staff to provide a spending analysis through year end 2019 to determine if additional revenue is available to potentially fund additional social committee requests.

## **CONSTRUCTION MATTERS**

**Engineer’s Report:** Ms. Fiore reviewed with the Board the Engineer’s Project Status Report dated July 23, 2019. A copy of the report is attached and incorporated herein by this reference.

### **HUB Facility**

*Task Order No. 2 to Master Services Agreement (“MSA”) with Godden Sudik for Additional Services:* The Board deferred discussion.

## RECORD OF PROCEEDINGS

---

Task Order No. 2 to MSA with All American Electrostatic for Painting additional Mesh Panels Required by the City: The Board reviewed Task Order No. 2 to MSA with All American Electrostatic for Painting of additional Mesh Panels required by the City in the amount of \$425.00.

Following discussion, upon motion duly made by Director McEachen, seconded by Director Johnson and, upon vote unanimously carried, the Board approved Task Order No. 2 to MSA with All American Electrostatic for Painting of additional Mesh Panels required by the City in the amount of \$425.00.

Release of Retainage to MW Golden: It was noted that the District is waiting for the punch list to be completed and change orders to be negotiated. The Board deferred further discussion at this time.

Release of Retainage Related to the Contract with BrightView Landscape Development, Inc.: It was noted that the walk through to determine punch list items has not been requested. The Board deferred further discussion at this time.

Release of Retainage Related to the Contract with Thoutt Brother's Concrete Contractors, Inc.: The Board deferred discussion at this time.

MSA with BSC Signs for Pole Lights: The Board reviewed an MSA with BSC Signs for Pole Lights.

Following review, upon motion duly made by Director Johnson, seconded by Director McEachen and, upon vote unanimously carried, the Board ratified approval of MSA with BSC Signs for Pole Lights.

Cost Certification Report No. 17: Ms. Fiore presented to the Board Cost Certification Report No. 17.

Following discussion and review, upon motion duly made by Director Johnson, seconded by Director Wagner and, upon vote unanimously carried, the Board accepted Cost Certification Report No. 17 in the amount of \$287,634.60.

---

### **OTHER BUSINESS MATTERS**

Refined Addendum to SDMS' Agreement Regarding Preparation and Maintenance of a District Map for Operations and Maintenance: The Board discussed the refined Addendum to SDMS' Agreement regarding the preparation and maintenance of a District Operations and Maintenance Map, for an amount not to exceed \$2,000.

## RECORD OF PROCEEDINGS

---

Following discussion, upon motion duly made by Director Johnson, seconded by Director Wagner and, upon vote unanimously carried, the Board approved the refined Addendum to SDMS' Agreement regarding the preparation and maintenance of a District Operations and Maintenance Map for an amount not to exceed \$2,000.

**EXECUTIVE SESSION:** Pursuant to Section 24-6-402(4)(b) of the Colorado Revised Statutes, upon motion duly made by Director Johnson, seconded by Director McEachen and, upon an affirmative vote of at least two-thirds of the quorum present, the Board convened in executive session at 8:24 p.m. on July 23, 2019 for the sole purpose of receiving legal advice from the Board's attorney on specific legal questions related to contract negotiations as authorized by Section 24-6-402(4)(b), C.R.S. Furthermore, pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., no record will be kept of those portions of the executive session that, in the opinion of the Board's attorney, constitute privileged attorney-client communication pursuant to Section 24-6-402(4)(b), C.R.S.

Following discussion, upon motion duly made by Director Johnson, seconded by Director Wagner, the Board reconvened in regular session at 8:36 p.m. No action was taken.

### **ADJOURNMENT**

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

Respectfully submitted,

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

## RECORD OF PROCEEDINGS

---

### Attorney Statement

#### REGARDING PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

Pursuant to Section 24-6-402(4)(b), C.R.S., I attest that, in my capacity as the attorney representing the Denver Connection West Metropolitan District, I attended the executive session meeting for the Denver Connection West Metropolitan District which convened at 8:24 p.m. on July 23, 2019 for the sole purpose of receiving from the Board's attorney, legal advice on specific legal questions as authorized by Section 24-6-402(4)(b), C.R.S. I further attest it is my opinion that all of the executive session discussion constituted a privileged attorney-client communication as provided by Section 24-6-402(4)(b), C.R.S. and, based on that opinion, no further record, written or electronic, was kept or required to be kept pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S.

Signed

\_\_\_\_\_  
Elisabeth Cortese, Attorney for the District

Dated:

\_\_\_\_\_  
July 23, 2019

**RESOLUTION NO. 2019-07- 01**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE DENVER CONNECTION  
WEST METROPOLITAN DISTRICT ESTABLISHING DISTRICT WEBSITE AND  
DESIGNATING LOCATION FOR POSTING OF 24-HOUR NOTICES**

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

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

C. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., if a special district is unable to post a Notice of Meeting on the District Website at least 24 hours prior to the meeting due to exigent or emergency circumstances, then it must physically post the Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Denver Connection West Metropolitan District (the "**District**"), the City and County of Denver, Colorado:

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

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

3. That if the District is unable to post the Notice of Meeting on the District Website at least 24 hours prior to each meeting due to exigent or emergency circumstances, the Notice of Meeting shall be posted within the boundaries of the District at least 24 hours prior to each meeting, pursuant to Section 24-6-402(2)(c)(III), C.R.S., at the following Designated Public Place:

(a) the Hub, 4746 Jasper Street, Denver, Co

RESOLUTION APPROVED AND ADOPTED on July 23, 2019.

**DENVER CONNECITON WEST  
METROPOLITAN DISTRICT**

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

President

Attest:

Secretary



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

A. On November 27, 2018, Denver Connection West Metropolitan District (the “**District**”) adopted Resolution No. 2018-11-01 Establishing Regular Meeting Dates, Time and Location, and Designating Locations for Posting of 72-Hour and 24-Hour Notices (the “**Resolution**”); and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Denver Connection West Metropolitan District, City and County of Denver, Colorado:

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

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

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

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

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

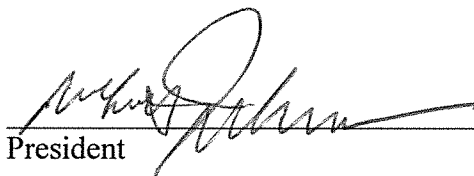
6. This First Amendment is effective August 2, 2019.

**[SIGNATURE PAGE FOLLOWS]**

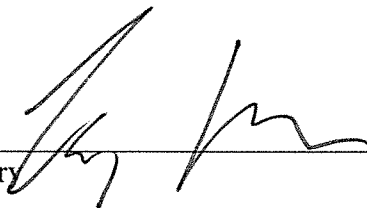
**[SIGNATURE PAGE TO FIRST AMENDMENT TO RESOLUTION NO. 2018-11-01,  
ESTABLISHING REGULAR MEETING DATES, TIME, AND LOCATION, AND  
DESIGNATING LOCATIONS FOR POSTING OF 72-HOUR AND 24-HOUR NOTICES]**

RESOLUTION APPROVED AND ADOPTED on July 23, 2019.

**DENVER CONNECTION WEST  
METROPOLITAN DISTRICT**

By:   
President

Attest:

  
Secretary

# DENVER CONNECTION WEST METROPOLITAN DISTRICT

## JULY 23, 2019 BOARD MEETING

Please **print** your name, address and phone number, and the issue(s) you are interested in addressing at this meeting.

NAME	ADDRESS (Postal and Email)	TELEPHONE	ISSUES TO BE ADDRESSED
David & Teresa Belisle	16261 E. Warner Pl.	303-514-2506	
Jeff Hall	15737 E. Elk Pl	303-842-9775	
R.M. K. FULTON JUDY CAMPBELL	15882 WARNER DR	303-789-3250	
Cara Wolfe	16236 E Warner Dr Denver	303-883-4557	Pool Rules → guardian of children Communication to Residence
TINA Woodard	15727 E. ELK Pl	720-324-6361	
Brian Lucharelli	16014 E 42th Pl	408-401-2787	
William Pineda	15501 E 47th Dr	720-448-4682	Pool hours + habits over winter
Carmen Davis	16022 E Warner Pl.	786-200-7569	AIRBNB Pool hours + Hot tub over winter
Bob Bongiovanni	4764 Kalispell St.	31882-0880	<del>Pool</del>
Jonathan Vailes	4770 Kalispell St.	731-449-0324	

# DENVER CONNECTION WEST METROPOLITAN DISTRICT

## JULY 23, 2019 BOARD MEETING

Please **print** your name, address and phone number, and the issue(s) you are interested in addressing at this meeting.

NAME	ADDRESS (Postal and Email)	TELEPHONE	ISSUES TO BE ADDRESSED
Robert Cowles	4778 N Kittredge St	301-821-0277	
Insuk Hwang	15739 E Elk	970 6319640	
Joelena Jimenez	4755 Kalispell St	720-305-2110	
Gary Jimenez		720-987-0251	
Sara Arnesen	5575 E. 47th Dr.	720 625 1590	
Jaeds Brule ANSEL Brule	15987 E. Elk Pl.	602 3007081 <del>402 244911</del>	
Andrea Chise	16004 E Warner Dr	303 618 6917	
Sam Bass	16075 E Warner Dr.	620 363 8300	
AJ Gopak	16051 E Elk Dr	720 626 3922	
Alexis Gannar	16286 E. Warner Drive	303 905 3856	
TRUETT BOX BROOKE Dickey	15635 E 47th Drive	719-347-1852	

DENVER CONNECTION WEST METROPOLITAN DISTRICT

JULY 23, 2019 BOARD MEETING

Please ***print*** your name, address and phone number, and the issue(s) you are interested in addressing at this meeting.

NAME	ADDRESS (Postal and Email)	TELEPHONE	ISSUES TO BE ADDRESSED
Sherry & Vernon Greene	16085 E. Warner Dr sherdenis208@gmail.com	<del>303-507-2249</del> 303-507-2249	

# DENVER CONNECTION WEST METRO DISTRICT

## Board Meeting Project Status

July 23, 2019



### **Project Work**

#### **Site Visits**

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

- Earthwork import to the park is on-going.
- The Hub has passed City Inspection. Punchlist items are being resolved.
- Construction of the open space flat concrete is almost complete.
- Seat walls, planter walls and other park amenities are almost complete.

#### **Cost Certification**

- Cost Certification #17 - \$287,634.60

### **Construction Contract Documents**

#### **Contractor Contracts**

- MW Golden Acceptance and Retainage Release
- Brightview Acceptance and Retainage Release
- Thoutt Brother's Acceptance and Retainage Release

### **District Contract Change Orders**

- Brightview
  - Change Order 7 – Revise Handrails - \$-1,700.00 – Recommend Approval
- MW Golden
  - Change Order Request – Extended General Conditions - \$135,157.00 – Need Decision to Accept, Deny or Further Negotiation with MW Golden
  - Change Order Request – Picture Frame Fence Mesh - \$24,985.00 – Need Decision to Accept, Deny, or Accept at a lesser amount
  - Change Order Request – Wading Pool Light Credit – Board Discussion



### **Consultant/Vendor Agreements**

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

- None

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

- Godden Sudik
  - Task Order 2 – Additional Services – \$15,335.00
- All American Electrostatic
  - Task Order 2 – Paint Additional Mesh Panels Required by City – \$425.00

### **Other Matters**

None

Denver Connection West Metropolitan District  
August-19

	General	Debt	Capital	Totals
Disbursements	\$ 49,935.42	\$ -	\$ 17,068.92	\$ 67,004.34
Xpress Bill Pay	\$ 166.20	\$ -		\$ 166.20
Total Disbursements from Checking Acct	\$ 50,101.62	\$ -	\$ 17,068.92	\$ 67,170.54



Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
1302						
08/01/2019	Rocky Mountain Security	002	Clubhouse Operations/ S	1-690	2,905.00	2,905.00
Total 1302:						2,905.00
1303						
08/15/2019	Absolute Pool Management, LLC	10579	Pool Maintenance	1-698	2,365.00	2,365.00
08/15/2019	Absolute Pool Management, LLC	10582	Pool Maintenance	1-698	2,166.67	2,166.67
08/15/2019	Absolute Pool Management, LLC	10720	Pool Maintenance	1-698	95.00	95.00
Total 1303:						4,626.67
1304						
08/15/2019	All American Electrostatic Painti	853	Capital Outlay	3-762	425.00	425.00
Total 1304:						425.00
1305						
08/15/2019	Altitude Community Law P.C.	1371 7/2019	Legal	1-675	2,429.75	2,429.75
Total 1305:						2,429.75
1306						
08/15/2019	Colorado Special Districts Pro	32C61552-1813C	Insurance/Dues/Members	1-670	95.54	95.54
Total 1306:						95.54
1307						
08/15/2019	Comcast	0916181 8/19	Clubhouse Operations/ S	1-690	398.01	398.01
Total 1307:						398.01
1308						
08/15/2019	Dazzio & Associates, PC	334	Audit	1-615	4,900.00	4,900.00
Total 1308:						4,900.00
1309						
08/15/2019	Denver Water	15898 8/19	Utility - Water	1-694	673.00	673.00
08/15/2019	Denver Water	4746 8/19	Miscellaneous	1-685	368.82	368.82
Total 1309:						1,041.82
1310						
08/15/2019	Godden Sudik Architects	19*526	Architecture	3-761	125.00	125.00
Total 1310:						125.00
1311						
08/15/2019	HBSCO, LLC	792619	Clubhouse Operations/ S	1-690	350.00	350.00
08/15/2019	HBSCO, LLC	7938862	Clubhouse Operations/ S	1-690	350.00	350.00
08/15/2019	HBSCO, LLC	795945	Clubhouse Operations/ S	1-690	350.00	350.00
08/15/2019	HBSCO, LLC	796260	Clubhouse Operations/ S	1-690	350.00	350.00
Total 1311:						1,400.00
1312						
08/15/2019	IDES LLC	DEN087.29	Capital Outlay	3-762	8,076.32	8,076.32

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
Total 1312:						8,076.32
1313						
08/15/2019	McGeady Becher P.C.	1324C JUN 19	Legal	1-675	1,654.53	1,654.53
08/15/2019	McGeady Becher P.C.	1324C JUN 19	Legal	3-675	2,481.80	2,481.80
08/15/2019	McGeady Becher P.C.	1324C JUN 19	Legal	3-675	2,275.00	2,275.00
Total 1313:						6,411.33
1314						
08/15/2019	MGT Landscaping Inc	13616	Landscape Maintenance	1-700	3,066.00	3,066.00
Total 1314:						3,066.00
1315						
08/15/2019	MSI, LLC	86373	District Management	1-680	115.56	115.56
08/15/2019	MSI, LLC	86840	District Management	1-680	1.46	1.46
Total 1315:						117.02
1316						
08/15/2019	Norris Design, Inc.	01-5236	Capital Outlay	3-762	418.50	418.50
Total 1316:						418.50
1317						
08/15/2019	Pet Scoop	240377	Dog Park / Maintenance	1-697	558.00	558.00
Total 1317:						558.00
1318						
08/15/2019	Special Dist Management Srvs	JULY 2019	District Management	1-680	2,178.20	2,178.20
08/15/2019	Special Dist Management Srvs	JULY 2019	District Management - CP	3-680	3,267.30	3,267.30
08/15/2019	Special Dist Management Srvs	JULY 2019	Covenant Control	1-625	1,500.00	1,500.00
08/15/2019	Special Dist Management Srvs	JULY 2019	Clubhouse Operations/ S	1-690	5,396.00	5,396.00
08/15/2019	Special Dist Management Srvs	JULY 2019	Billing & Collections	1-616	2,725.50	2,725.50
08/15/2019	Special Dist Management Srvs	JULY 2019	Miscellaneous	1-685	1,215.77	1,215.77
Total 1318:						16,282.77
1319						
08/15/2019	Specialized Cleaning Services	11728	Clubhouse Operations/ S	1-690	900.00	900.00
08/15/2019	Specialized Cleaning Services	11729	Clubhouse Operations/ S	1-690	900.00	900.00
08/15/2019	Specialized Cleaning Services	11730	Clubhouse Operations/ S	1-690	250.00	250.00
Total 1319:						2,050.00
1320						
08/15/2019	Xcel Energy	648347855	Utility - Electricity	1-695	1,756.30	1,756.30
Total 1320:						1,756.30
1321						
08/15/2019	YMCA of Metropolitan Denver	07101953	Management	1-691	2,302.01	2,302.01
08/15/2019	YMCA of Metropolitan Denver	08101953	Management	1-691	4,278.35	4,278.35

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
Total 1321:						6,580.36
1322						
08/15/2019	Dodge Data & Analytics	A40013134	Miscellaneous	1-685	53.04	53.04
Total 1322:						53.04
1323						
08/15/2019	CliftonLarsonAllen, LLP	2210954	Accounting	1-612	2,657.45	2,657.45
Total 1323:						2,657.45
20190801						
08/15/2019	Comcast	EFT JUN-JUL 2019	Clubhouse Operations/ S	1-690	630.46	630.46
Total 20190801:						630.46
Grand Totals:						67,004.34

DENVER CONNECTION WEST METROPOLITAN DISTRICT  
FINANCIAL STATEMENTS  
JUNE 30, 2019



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 June 30, 2019, and the related statement of revenues, expenditures, and changes in fund balance - actual, for the period from January 01, 2019 through June 30, 2019, for the General Fund, in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the accompanying financial forecasted budget, which comprises the statement of revenues, expenditures, and changes in fund balance - budget, for the year then ending, for the General Fund, and the related summary of significant assumptions in accordance with guidelines for the presentation of financial forecast established by the American Institute of Certified Public Accountants. We have performed compilation engagements in accordance with Statements of Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit, examine, or review the historical financial statements or the financial forecasted budget nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these historical financial statements and this financial forecasted budget.

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

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

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

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

Greenwood Village, Colorado  
August 06, 2019

DENVER CONNECTION WEST METROPOLITAN DISTRICT  
BALANCE SHEET - GOVERNMENTAL FUNDS  
JUNE 30, 2019

	General	Special Revenue	Debt Service	Capital Projects	Total
<b>ASSETS</b>					
Cash - Checking	\$ 105,562	\$ 79,809	\$ 72,647	\$ 31,219	\$ 289,237
Cash - Xpress Deposit Account	-	27,252	-	-	27,252
Colotrust	-	-	156,766	-	156,766
UMB - Surplus Fund 2017A	-	-	989,986	-	989,986
UMB - Bond Fund Series 2017A	-	-	534,146	-	534,146
UMB - Reserve Fund Series 2017A	-	-	794,814	-	794,814
Accounts receivable	-	83,379	-	-	83,379
Receivable from County Treasurer	240	-	959	-	1,199
<b>TOTAL ASSETS</b>	<u>\$ 105,802</u>	<u>\$ 190,440</u>	<u>\$ 2,549,318</u>	<u>\$ 31,219</u>	<u>\$ 2,876,779</u>
<b>LIABILITIES AND FUND BALANCES</b>					
<b>CURRENT LIABILITIES</b>					
Accounts payable	\$ 21,221	\$ 30,210	\$ -	\$ 551,159	\$ 602,590
Due to County Treasurer	128	-	511	-	639
<b>Total Liabilities</b>	<u>21,349</u>	<u>30,210</u>	<u>511</u>	<u>551,159</u>	<u>603,229</u>
<b>FUND BALANCES</b>					
<b>Total Fund Balances</b>	<u>84,453</u>	<u>160,230</u>	<u>2,548,807</u>	<u>(519,940)</u>	<u>2,273,550</u>
<b>TOTAL LIABILITIES AND FUND BALANCES</b>	<u>\$ 105,802</u>	<u>\$ 190,440</u>	<u>\$ 2,549,318</u>	<u>\$ 31,219</u>	<u>\$ 2,876,779</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 SIX MONTHS ENDED JUNE 30, 2019

GENERAL FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Interest income	\$ 40	\$ -	\$ (40)
Property taxes	46,764	34,724	(12,040)
Specific ownership tax	2,806	1,730	(1,076)
TOTAL REVENUES	<u>49,610</u>	<u>36,454</u>	<u>(13,156)</u>
EXPENDITURES			
Accounting	25,000	11,616	13,384
Auditing	5,000	-	5,000
Contingency	3,532	-	3,532
County Treasurer's fee	468	322	146
District management	45,000	22,495	22,505
Legal services	25,000	14,766	10,234
Miscellaneous	1,000	7,053	(6,053)
TOTAL EXPENDITURES	<u>105,000</u>	<u>56,252</u>	<u>48,748</u>
NET CHANGE IN FUND BALANCES	(55,390)	(19,798)	35,592
FUND BALANCES - BEGINNING	<u>104,252</u>	<u>104,252</u>	-
FUND BALANCES - ENDING	<u><u>\$ 48,862</u></u>	<u><u>\$ 84,454</u></u>	<u><u>\$ 35,592</u></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 SIX MONTHS ENDED JUNE 30, 2019

SPECIAL REVENUE FUND

	Current Month	Year to Date Actual	Annual Budget	Variance
REVENUES				
Admin fees	\$ 2,900	\$ 11,800	\$ 20,000	(8,200)
Miscellaneous income	100	100	-	100
Operations and Maintenance Fee	90,281	224,027	345,780	(121,753)
TOTAL REVENUES	<u>93,281</u>	<u>235,927</u>	<u>365,780</u>	<u>(129,853)</u>
EXPENDITURES				
Administrative management	724	6,685	27,850	21,165
Clubhouse operations/supplies	6,473	12,950	20,700	7,750
Contingency	-	-	6,664	6,664
Covenant control	1,835	16,971	1,000	(15,971)
Dog Park Maintenance	558	2,480	2,000	(480)
Dues and licenses	-	630	630	-
Insurance and bonds	-	23,170	4,796	(18,374)
Landscape improvements	-	-	10,640	10,640
Landscape Maintenance	2,500	2,500	65,668	63,168
Miscellaneous	-	-	1,000	1,000
Pool Maintenance	3,410	11,193	15,150	3,957
Repairs and maintenance	-	-	33,417	33,417
Reserve for Capital improvements	-	-	51,972	51,972
Security	-	1,600	-	(1,600)
Snow Removal	1,284	16,424	8,390	(8,034)
Utility - electricity	4,161	5,222	16,000	10,778
Utility - sewer	-	-	2,400	2,400
Utility - water	423	1,506	31,723	30,217
TOTAL EXPENDITURES	<u>21,368</u>	<u>101,331</u>	<u>300,000</u>	<u>198,669</u>
NET CHANGE IN FUND BALANCES	71,913	134,596	65,780	68,816
FUND BALANCES - BEGINNING	<u>62,683</u>	<u>25,634</u>	-	25,634
FUND BALANCES - ENDING	<u>\$ 134,596</u>	<u>\$ 160,230</u>	<u>\$ 65,780</u>	<u>\$ 94,450</u>

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



## SUPPLEMENTARY INFORMATION

DENVER CONNECTION WEST METROPOLITAN DISTRICT  
SCHEDULE OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE SIX MONTHS ENDED JUNE 30, 2019

DEBT SERVICE FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Property taxes	\$ 187,066	\$ 138,902	\$ (48,164)
Specific ownership tax	11,224	6,918	(4,306)
Interest income	35,000	16,515	(18,485)
Facilities fees	627,000	261,000	(366,000)
TOTAL REVENUES	<u>860,290</u>	<u>423,335</u>	<u>(436,955)</u>
EXPENDITURES			
County Treasurer's fee	1,871	1,286	585
Bond interest - Series 2017A	520,838	260,419	260,419
Bond interest - Series 2017B	379,835	-	379,835
TOTAL EXPENDITURES	<u>902,544</u>	<u>261,705</u>	<u>640,839</u>
NET CHANGE IN FUND BALANCES	(42,254)	161,630	203,884
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>\$ 2,548,806</u>	<u>\$ 326,418</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 SIX MONTHS ENDED JUNE 30, 2019

CAPITAL PROJECTS FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
TOTAL REVENUES			
EXPENDITURES			
Engineering	30,000	-	30,000
Architecture	25,000	2,036	22,964
Capital outlay	7,000,000	1,143,614	5,856,386
Accounting	31,500	13,440	18,060
District management	57,000	26,199	30,801
Legal services	33,000	29,935	3,065
TOTAL EXPENDITURES	<u>7,176,500</u>	<u>1,215,224</u>	<u>5,961,276</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(7,176,500)	(1,215,224)	5,961,276
OTHER FINANCING SOURCES (USES)			
Developer advance	7,176,500	1,673,046	(5,503,454)
TOTAL OTHER FINANCING SOURCES (USES)	<u>7,176,500</u>	<u>1,673,046</u>	<u>(5,503,454)</u>
NET CHANGE IN FUND BALANCES	-	457,822	457,822
FUND BALANCES - BEGINNING	<u>-</u>	<u>(977,761)</u>	<u>(977,761)</u>
FUND BALANCES - ENDING	<u>\$ -</u>	<u>\$ (519,939)</u>	<u>\$ (519,939)</u>

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

**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**  
**Property Taxes Reconciliation**  
**2019**

	Current Year								Prior Year			
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due to County	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
								Monthly	Y-T-D		Monthly	Y-T-D
January	\$ 3,523.94	\$ -	\$ 699.60	\$ -	\$ (35.24)	\$ -	4,188.30	1.51%	1.51%	262.50	0.17%	0.17%
February	53,282.05	-	3,038.39	-	(532.82)	-	55,787.62	22.79%	24.29%	4,568.75	2.89%	3.06%
March	15,528.72	-	1,124.61	2.09	(155.31)	-	16,500.11	6.64%	30.93%	6,019.00	3.81%	6.87%
April	42,272.78	-	1,301.94	(4,227.05)	(380.46)	-	38,967.21	18.08%	49.01%	1,736.00	1.10%	7.97%
May	67,262.08	(14,246.00)	1,284.36	(2,001.54)	(510.14)	-	51,788.76	22.67%	71.69%	131,739.25	83.42%	91.39%
June	50,315.61	(44,313.50)	1,199.03	(6,646.96)	6.45	(638.40)	1,199.03	2.57%	74.25%	3,602.00	2.28%	93.68%
July	912.34	(11,785.50)	1,384.64	(1,856.99)	127.31	(12,602.84)	1,384.64	-4.65%	69.60%	9,870.00	6.25%	99.93%
August	-	-	-	-	-	-	-	0.00%	69.60%	-	0.00%	99.93%
September	-	-	-	-	-	-	-	0.00%	69.60%	-	0.00%	99.93%
October	-	-	-	-	-	-	-	0.00%	69.60%	-	0.07%	100.00%
November	-	-	-	-	-	-	-	0.00%	69.60%	-	0.00%	100.00%
December (accrued)	-	-	-	-	-	-	-	0.00%	69.60%	-	0.00%	100.00%
	\$ 233,097.52	\$ (70,345.00)	\$ 10,032.57	\$ (14,730.45)	\$ (1,480.21)	\$ (13,241.24)	\$ 169,815.67	69.60%	69.60%	\$ 157,797.50	100.00%	100.00%

Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
\$ 46,764	20.00%	\$ 32,549.10	69.60%
187,066	80.00%	130,203.42	69.60%
\$ 233,830	100.00%	\$ 162,752.52	69.60%

**Property Tax**

General Fund  
Debt Service Fund  
Total

**Specific Ownership Tax**

General Fund  
Debt Service Fund  
Total

**Treasurer's Fees**

General Fund  
Debt Service Fund  
Total

\$ 2,806	20.00%	\$ 2,006.51	71.51%
11,224	80.00%	8,026.06	71.51%
\$ 14,030	100.00%	\$ 10,032.57	71.51%

\$ 468	20.00%	\$ 296.04	63.26%
1,871	80.00%	1,184.17	63.29%
\$ 2,339	100.00%	\$ 1,480.21	63.28%

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 August 15, 2019

Summary of Developer Advances		General	Capital	Capital	
Description	Date	Fund	Projects Fund	Projects Fund	Total
		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	15,351.90	19,916.20
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	-	-	939,036.41	939,036.41
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	-	-	809,628.31	809,628.31
DEVELOPER ADVANCE	07/06/18	-	315,359.75	-	315,359.75
DEVELOPER ADVANCE	08/02/18	5,544.24	591,077.57	-	596,621.81
DEVELOPER ADVANCE - CAP REQ NO. 9	08/26/18	-	-	662,283.45	662,283.45
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	-	-	110,761.05	110,761.05
DEVELOPER ADVANCE	10/26/18	8,766.61	634,423.41	-	643,190.02
DEVELOPER ADVANCE - CAP REQ NO. 11	11/27/18	-	-	639,021.44	639,021.44
DEVELOPER ADVANCE	11/30/18	10,578.45	432,358.09	-	442,936.54
DEVELOPER ADVANCE - CAP REQ NO. 12	11/30/18	-	-	1,617,123.47	1,617,123.47
DEVELOPER ADVANCE - CAP REQ NO. 13	12/31/18	-	-	118,677.19	118,677.19
DEVELOPER ADVANCE - CAP REQ NO. 14	12/31/18	-	-	629,015.12	629,015.12
INTEREST ON DEVELOPER ADVANCE	12/31/18	6,028.20	172,329.15	333,767.75	512,125.10
DEVELOPER ADVANCE	01/15/19	-	531,380.96	-	531,380.96
DEVELOPER ADVANCE	02/05/19	-	412,353.99	-	412,353.99
DEVELOPER ADVANCE	04/01/19	-	341,050.23	-	341,050.23
DEVELOPER ADVANCE	04/01/19	-	232,893.48	-	232,893.48
DEVELOPER ADVANCE - CAP REQ NO. 15	04/23/19	-	-	38,403.86	38,403.86
DEVELOPER ADVANCE	05/02/19	-	100,851.47	-	100,851.47
DEVELOPER ADVANCE - CAP REQ NO. 16	05/28/19	-	-	16,111.52	16,111.52
DEVELOPER ADVANCE	07/01/19	-	177,102.39	-	177,102.39
DEVELOPER ADVANCE - CAP REQ NO. 17	07/08/19	-	-	85,788.22	85,788.22
DEVELOPER ADVANCE	07/09/19	-	187,190.84	-	187,190.84
DEVELOPER ADVANCE	08/05/19	-	179,393.16	-	179,393.16
INTEREST ON DEVELOPER ADVANCE	08/15/19	5,501.51	300,877.29	424,602.42	730,981.22
Total To Date		\$ 123,165.71	\$ 7,379,036.32	\$ 9,408,905.76	\$ 16,911,107.79

**DENVER CONNECTION WEST METROPOLITAN DISTRICT**  
**Schedule of Cash Deposits & Investments**  
**June 30, 2019**  
**Updated as of August 19, 2019**

	General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Total
<b><u>1st Bank - Checking account</u></b>					
Balance as of 6/30/2019	\$ 105,562.09	\$ 79,808.50	\$ 72,647.00	\$ 31,219.01	\$ 289,236.60
Subsequent activities:					
Jul-19 Admin, Operations & Maintenance Fees - July	-	30,442.75	-	-	30,442.75
07/01/19 Held checks	(18,926.35)	(9,053.50)	-	(364,293.01)	(392,272.86)
07/01/19 Developer advance to cover May check run	-	-	-	177,102.39	177,102.39
07/03/19 Paymentech fee	(31.55)	-	-	-	(31.55)
07/09/19 Developer advance to cover June check run	-	-	-	187,190.84	187,190.84
07/10/19 Property Tax	239.81	-	959.22	-	1,199.03
07/15/19 Checks # 1285 - 1301	(5,748.03)	(19,730.42)	-	(179,393.16)	(204,871.61)
07/19/19 Transfer from Xpress Deposit account	-	9,159.00	-	-	9,159.00
Aug-19 Admin, Operations & Maintenance Fees - August	-	9,907.96	-	-	9,907.96
08/01/19 Interim Check #1302, Rocky Mountain Security	-	(2,905.00)	-	-	(2,905.00)
08/05/19 Developer advance to cover July check run	-	-	-	179,393.16	179,393.16
08/05/19 Xpress Bill Pay	(166.20)	-	-	-	(166.20)
08/05/19 Paymentech fee	(545.24)	-	-	-	(545.24)
08/08/19 EFT - Comcast	-	(630.46)	-	-	(630.46)
08/09/19 Property Tax	276.93	-	1,107.71	-	1,384.64
08/12/19 Transfer from Xpress Deposit account	-	24,900.00	-	-	24,900.00
08/15/19 Checks # 1303 - 1322	(18,408.09)	(37,701.43)	-	(10,894.82)	(67,004.34)
Anticipated transfer to CT	-	-	(74,713.93)	-	(74,713.93)
Anticipated developer advance to cover August check run	-	-	-	10,894.82	10,894.82
Anticipated Balance	62,253.37	84,197.40	-	31,219.23	177,670.00
<b><u>Xpress Deposit Account</u></b>					
Balance as of 6/30/2019	-	27,252.00	-	-	27,252.00
Subsequent activities:					
Jul-19 Admin, Operations & Maintenance Fees - July	-	28,608.00	-	-	28,608.00
07/19/19 Transfer to 1st Bank Checking	-	(9,159.00)	-	-	(9,159.00)
08/12/19 Transfer to 1st Bank Checking	-	(24,900.00)	-	-	(24,900.00)
Anticipated Balance	-	21,801.00	-	-	21,801.00
<b><u>INVESTMENTS</u></b>					
<b><u>Colotrust Plus</u></b>					
Balance as of 6/30/2019	-	-	156,766.08	-	156,766.08
Subsequent activities:					
07/01/19 Interest income	-	-	42,000.00	-	42,000.00
07/31/19 Deposit - SDF	-	-	402.88	-	402.88
Anticipated transfer from 1st Bank checking	-	-	74,713.93	-	74,713.93
Anticipated Balance	-	-	273,882.89	-	273,882.89
<b><u>UMB - Bond Fund Series 2017A</u></b>					
Balance as of 6/30/2019	-	-	534,145.80	-	534,145.80
Subsequent activities:					
07/31/19 Interest income	-	-	1,011.72	-	1,011.72
Anticipated Balance	-	-	535,157.52	-	535,157.52
<b><u>UMB - Reserve Fund Series 2017A</u></b>					
Balance as of 6/30/2019	-	-	794,813.80	-	794,813.80
Subsequent activities:					
07/31/19 Interest income	-	-	1,510.62	-	1,510.62
Anticipated Balance	-	-	796,324.42	-	796,324.42
<b><u>UMB - Surplus Fund 2017A</u></b>					
Balance as of 6/30/2019	-	-	989,986.31	-	989,986.31
Subsequent activities:					
07/31/19 Interest income	-	-	1,881.64	-	1,881.64
Anticipated Balance	-	-	991,867.95	-	991,867.95
Anticipated Balances by fund	\$ 62,253.37	\$ 105,998.40	\$ 2,597,232.78	\$ 31,219.23	\$ 2,796,703.78

**Yield information @ 07/31/19**  
UMB Bank (invested in CSAFE) - 2.32%  
CT Plus - 2.38%

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

# DENVER CONNECTION WEST METRO DISTRICT

## Board Meeting Project Status

### August 27, 2019



#### **Project Work**

##### **Site Visits**

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

- Earthwork import to the park is on-going.
- The Hub punchlist items are being resolved.
- Construction of the open space flat concrete is complete.
- Seat walls, planter walls and other park amenities are complete.

##### **Cost Certification**

- Cost Certification #18

#### **Construction Contract Documents**

##### **Contractor Contracts**

- MW Golden Acceptance and Retainage Release
  - Agreement between District and MWG on Change Orders required
  - Final punchlist items to be fixed
  - As-builts required – expect to have them the week of 8/19/19
  - All other Requirements for Acceptance have been met
  - Recommend retainage or partial retainage release and granting of Acceptance status
- Brightview Acceptance and Retainage Release
  - Walkthrough completed on 8/13/19 – Minor punchlist items identified

- Thoutt Brother's Acceptance and Retainage Release
  - Work complete – awaiting Thoutt's request for Substantial Completion

### **District Contract Change Orders**

- MW Golden
  - Change Order 28 – Remove Pool Covers from Contract - \$-8,427.00 – To be done by Front Range Aquatech – Recommend Approval
  - Change Order Request – Extended General Conditions - \$135,157.00 – Need Decision to Accept, Deny or Further Negotiation with MW Golden
  - Change Order Request – Picture Frame Fence Mesh - \$24,985.00 – Need Decision to Accept, Deny, or Accept at a lesser amount
  - Change Order Request – Wading Pool Light Credit – Board Discussion



### **Consultant/Vendor Agreements**

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

- Front Range Aquatech – For pool covers and pool winterization - Recommend Approval
- Other Winterization – Requested proposal from MW Golden Subcontractor, NM Industrial Services

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

- All American Electrostatic
  - Task Order 3 – Paint Gate after SRF repair – Awaiting proposal
- BSC Signs
  - Task Order 1 – Pole Lights - \$9,772.55 – Recommend Approval
- Front Range Aquatech
  - Task Order 1 – Pool Covers - \$7,111.00 – Recommend Approval
  - Task Order 2 – Pool Winterization - \$7,068.58 – Recommend Approval
- Godden Sudik
  - Task Order 2 – Additional Services – \$15,335.00 – Already overbilled by \$2,415.56

- IDES
  - Task Order 5 – On Call District Services – \$15,335.00 – Previous Task Order was for work through May 2019 – Recommend Approval
- Split Rail Fence
  - Task Order 3 – Repair Gate – \$500.00 – Recommend Approval

**Other Matters**

None

## MASTER SERVICE AGREEMENT FOR POOL COVERS

THIS **MASTER SERVICE AGREEMENT FOR POOL COVERS** ("**Agreement**") is entered into and effective as of August 19, 2019, by and between **DENVER CONNECTION WEST METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "**District**"), and **FRONT RANGE AQUATECH**, 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.

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, generally described in **Exhibit A**, attached hereto and incorporated herein, the specific scope of which will be determined on a Task Order ("**Task Order**") basis, as more particularly described 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 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) Shall not enter 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, a Task Order, 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 E** 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. TASK ORDERS; COMPENSATION**

2.1 Task Orders. The Services to be provided hereunder shall be performed for specific portions of Services, pursuant to a separate Task Order. The Task Orders shall be identified and determined in accordance with the process set forth on Exhibit B, attached hereto and incorporated herein by this reference. A form of Task Order is set forth on Exhibit C, attached hereto and incorporated herein.

2.2 Compensation. The Consultant shall be paid as set forth in the Fee Schedule/Contract Price set forth on Exhibit D, attached hereto and incorporated herein.

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 the applicable Task Order, unless otherwise approved in advance by the District in writing pursuant to a Task Order.

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 satisfactory completion of the Services under all Task Orders. Extensions of this Agreement or any Task Order must be in writing and executed by both Parties.

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 District may, at any time, and for any reason, by a written notice, cancel or suspend a Task Order in whole or in part. The Consultant may terminate this Agreement or any individual Task Order 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 in accordance with each Task Order 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.

(v) Professional Liability Insurance Coverage. The Consultant shall obtain and, continuously thereafter for eight (8) years from the date of substantial completion of the Services, maintain in full force and effect a claims made policy covering errors, omissions and negligent acts in the performance of its Services hereunder, in an amount of \$1,000,000 per claim and annual aggregate. The Consultant shall be solely responsible for the payment of all deductibles. Consultant's deductibles or Consultant's self-insured retentions shall be approved by the District.

(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 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.

5.2 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.

5.3 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.

5.4 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.

5.5 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 City and County of Denver, Colorado.

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

5.7 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.

5.8 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  
c/o Special District Management Services, Inc.  
141 Union Blvd., Suite 150  
Lakewood, CO 80228  
Attention: Lisa Johnson  
Phone: 303-987-0835  
Email: ljohnson@sdmsi.com

With a Copy To:

McGeady Becher P.C.  
450 17<sup>th</sup> Avenue, Suite 400  
Denver, CO 80203-1254  
Attention: MaryAnn M. McGeady  
Phone: 303-592-4380  
Email: mmcgeady@specialdistrictlaw.com

To Consultant:

Front Range Aquatech  
1539 Dusty Drive  
Colorado Springs, CO 80905  
Phone: (719) 226-5014  
Email: RAugusta@fraquatech.com  
Attn: Rafael Augusta

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 email 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.

5.9 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, including the provisions of any Task Order issued hereunder, 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 or a specific Task Order 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.

5.10 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.

5.11 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.

5.12 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.

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

5.14 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.

5.15 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:

FRONT RANGE AQUATECH

By: RAFAEL AUGUSTA *[Signature]*  
Its: PRESIDENT

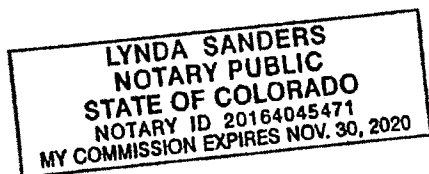
STATE OF COLORADO

COUNTY OF EL PASO

)  
) ss.  
)

The foregoing instrument was acknowledged before me this 14 day of AUGUST, 2019, by RAFAEL as PRESIDENT of FRONT RANGE AQUATECH.  
AUGUSTA  
Witness my hand and official seal.

My commission expires: 11-30-20



*Lynda Sanders*  
Notary Public



District:  
DENVER CONNECTION WEST  
METROPOLITAN DISTRICT

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

President

STATE OF COLORADO

COUNTY OF ARAPAHOE

)

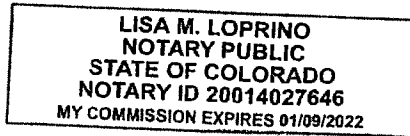
) ss.

)

The foregoing instrument was acknowledged before me this 19 day of August, 2019, by Robert A. Johnson, as President of Denver Connection West Metropolitan District.

Witness my hand and official seal.

My commission expires: 01/09/2022



Lisa M Loprino  
Notary Public

## **EXHIBIT A**

### **General Description of Services**

The specific scope of services shall be as described in each Task Order. In general, the project shall be for the pool covers and other associated work for the Denver Connection Project. Other similar tasks may be added to this Agreement by Task Order

## EXHIBIT B

### Task Order Process

#### A. TASK ORDER PROCEDURES FOR SERVICES.

1. General. The Consultant shall perform Services under this Agreement only upon receipt from the District of a written Task Order, executed by both the District and the Consultant, to perform the Services specified therein, in a form substantially provided in Exhibit C, respectively, attached hereto and incorporated herein by this reference. Each Task Order shall be performed for the Task Order Price (as defined below) and within the time period set forth in the Task Order Schedule (as defined below) established for that Task Order in accordance with Section B hereto. Each individual Task Order shall be numbered consecutively and shall be appended to this Agreement as an attachment thereto.

2. Request for Task Order Submittal. When the District determines, it requires the performance of any Services by Consultant, the District shall notify the Consultant by issuing a written "**Request for Task Order**," setting forth milestones for key elements of the Services, providing any additional detail needed to further describe the Services, and establishing the deliverables to be produced by the Consultant (collectively, the "**Task(s)**").

3. Consultant's Response. Within seven (7) business days of receipt of the District's Request for Task Order, the Consultant shall respond by providing the following elements (collectively the "**Task Order Submittal**") to the District for approval, rejection or negotiation:

- (a) A schedule of the Services and the Task(s);
- (b) A detailed description of proposed Services;
- (c) If requested, a work plan that describes the discrete portions of the Task(s);
- (d) A proposed Task Order Price which contains an itemized breakdown of the costs, based on the method directed by the District, the Fee Schedule attached as Exhibit D Fee Schedule/Contract Price, including necessary staffing, man-hours and reimbursable costs, corresponding to discrete portions of the Task; and
- (e) A proposed Task Order Schedule which contains a detailed scheduling of the Services and completion of the Task(s).
- (f) Any additional information required in the Request for Task Order Submittal.

4. Negotiation Regarding Task Order. The District will review the Task Order Submittal and approve, reject or negotiate any or all elements thereof. If the District and the Consultant cannot agree on the Task Order, the District may perform the Task(s) itself, engage others to perform the Task(s), or reject the Task Order Submittal in whole or in part.

5. Issuance of Task Order. If the District approves a Task Order Submittal in whole or in part or the parties successfully agree to the terms of a Task Order after

negotiation, the District may issue a Task Order directing the Consultant to perform the Task(s) pursuant to the Task Order. The Consultant agrees it shall not be compensated in excess of the Task Order Price, as it may be amended by written agreement of the Parties. The Contractor shall not initiate any Task(s) prior to the receipt of a Task Order.

6. Cancellation/Suspension of Task(s). The District may, at any time and for any reason by a written notice, cancel or suspend a Task Order, in whole or in part. Upon such cancellation or suspension, Consultant shall permanently cease or suspend, for a period of time the District determines appropriate, performance of those Services. In the event of cancellation or suspension, the Consultant shall take all steps necessary to reduce the costs to the District incidental to the cancellation or suspension. In no event, shall Consultant be entitled to any damages because of such cancellation or suspension.

#### B. SCHEDULE.

The Services of the Consultant shall be undertaken and completed in a professionally appropriate sequence within the Task Order Schedule established in a Task Order. It is understood that there may be delays beyond the control of the Consultant. In the event of these delays, the Consultant may, within seven (7) days of knowledge of such delay, request an extension of milestones within the Task Order Schedule.

#### C. COMPENSATION.

1. Services Invoicing And Reporting. Compensation for the Services provided under this Agreement shall be based on the method selected and indicated in the Fee Schedule attached as **Exhibit D** and incorporated herein by this reference. To obtain payment the Consultant must submit to the District a report detailing the Services provided, Task Order progress, percent complete, percent of budget spent, deliverables submitted, anticipated activities, and a discussion of items of concern or schedule impacts, together with an invoice. The Consultant shall use a monthly/billing period summary report format provided by the District, or may submit another format meeting the requirements of this paragraph and approved by the District prior to use. Invoices shall show names, classifications and time for each individual and the District's project and cost codes as may be provided in the approved Task Order. Attached to each invoice the Consultant shall provide a lien waiver for all invoiced Services, including all sub-contractors and suppliers. The waiver shall be in a form reasonably acceptable to the District.

2. Partial Payments. Invoices for payment shall contain an itemized statement by Task(s) and any sub-task(s) of the Services performed and direct expenses incurred. The District shall be charged according to the selected method of payment identified on the Task Order.

3. Disputed Invoices. The District reserves the right to reject any invoice not meeting the requirements of this Section C or not consistent with this Agreement. The District may also dispute any portion of any invoice for unacceptable Services, progress, or non-performance. District will advise Consultant within twenty (20) days of receipt of any invoice of any dispute(s). Undisputed portions of invoices will be processed for payment. Consultant and District shall meet prior to resubmission of disputed invoices or portions to attempt to resolve such disputes.

## **EXHIBIT C**

### **Form of Task Order**

# DENVER CONNECTION METROPOLITAN DISTRICT MASTER SERVICES AGREEMENT TASK ORDER

**AGREEMENT TITLE** Master Service Agreement for Pool covers

AGREEMENT NO. \_\_\_\_\_ AGREEMENT DATE \_\_\_\_\_ TASK ORDER NO. \_\_\_\_\_

CONSULTANT \_\_\_\_\_

**TASK ORDER REFERENCE:** Task Order Submittal (attached)

**TASK ORDER NAME:** \_\_\_\_\_

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

**BASIS OF COMPENSATION:** Classification Rate (Fee Schedule attached)

**SCHEDULE:** \_\_\_\_\_

**AGREEMENT PRICE RECONCILIATION:**

<b>Previously Approved Change Orders/Amendments/Task Orders</b>	<b>\$</b>	<b>000.00</b>
---	-----------	---------------

**Task Order Price – Task Order No. \_\_\_\_\_ \$ 000.00**

<b>Total of Agreement Prices including this Task Order</b>	<b>\$</b>	<b>000.00</b>
--	-----------	---------------

## 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 \_\_\_\_\_ Date \_\_\_\_\_

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

**The undersigned agrees to the above terms and conditions:**

---

Consultant

Date

Authorized Agent	Title
------------------	-------

## **EXHIBIT D**

### **Fee Schedule/Contract Price**

Compensation under this Agreement shall be based on the Fee Schedule attached hereto and the Contract Price shall equal the sum total of all Task Orders issued pursuant to the terms of this Agreement.

## EXHIBIT E

### 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.



## EXHIBIT F

### Conditions for Construction Contracts

1. Storm Water Compliance. Contractor shall comply with Owner's Storm Water Management Program ("SWMP"), applicable storm water permit ("Permit"), and Owner's Storm Water Compliance Guidelines ("Guidelines"). Contractor shall implement the Best Management Practices ("BMPs"), set forth in the SWMP, for any Work that it performs on the Project. A copy of the SWMP, Guidelines and Permit are available at the construction office. Owner shall be entitled to recover from Contractor all fines, fees, expenses and other penalties assessed by any governmental body due to Contractor's violation of the Permit or its obligations herein. Contractor hereby agrees to indemnify, defend and hold harmless owner from and against any and all claims, damages, attorneys' fees, expenses, or liabilities of any type or nature, including without limitation, any and all fines or other penalties, civil or criminal, arising out of any violation of the permit or any of contractor's obligations herein, caused by the wrongful acts or omissions of contractor, or otherwise caused by contractor's failure to comply with the obligations in this section. Contractor acknowledges that failure to adhere to the requirements of the SWMP, Guidelines or Permit constitutes a material default of its contractual obligations herein, and Owner may, without prejudice to any other right or remedy, remove Contractor from the Project, terminate this Agreement, and retain a separate Contractor to complete Contractor's obligations arising under this Agreement (the "Completion Contractor"). In the event of termination, Contractor shall not be entitled to receive any further Progress or Final Payments unless and until the Contractor's Work is completed by the Completion Contractor.

2. Taxes. Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by it.

Owner is exempt from Colorado State sales and use taxes. Accordingly, taxes from which Owner is exempt shall not be included in the Contract Price. Owner shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and Subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase the materials tax free. Pursuant to Subsection 39-26-114(1)(a)(XIX)(A), C.R.S., Contractor and Subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

3. Cooperation With Utilities. The Contractor shall ensure that all utility installations are located and clearly marked on the ground before commencing any Work that could impact a utility. The Contractor shall be responsible for protecting all utilities and liable for damages thereto under the law. The Contractor shall contact and coordinate with all affected utility owners or operators to determine the existence and location of all utility installations, new utility installation, and maintaining liaison with the utility owners or operators concerning the adjustment or Work in the vicinity of all utilities and coordinating operations and Work accordingly. The Contractor will ensure that a

representative of the affected utility company or operator is present at all times during active equipment operations at that location, when required or requested by the utility company, operator or the Engineer.

4. Cooperation Between Contractors. The Owner reserves the right to let other contracts in connection with this Project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their Materials and the execution of their work, and shall properly connect and coordinate his work with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results.

5. Construction Stakes, Lines And Grades. The Owner shall furnish all construction stakes, lines and grades including bench marks, base lines, center lines slope and offset stakes necessary for the proper location of the Work. The Contractor shall furnish all additional stakes as he determines necessary to assure Work is completed to the proper alignment and grades required by the Contract Documents.

When the Owner's Surveyor is not anticipated to be on Site the Contractor shall give the Engineer forty-eight (48) hours notice as to his survey needs.

6. Inspection and Testing of Work. All Materials and equipment used in the construction of the Project shall be subject to inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents or determined by the Engineer.

The Contractor shall provide at his expense the testing and inspection services required specifically of the Contractor by the Contract Documents required by the Government Authority or as desired for his own use.

Unless otherwise provided in the Contract Documents, the Owner shall provide geotechnical testing.

Inspections, tests or approvals by the Engineer or others shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

All inspections and all tests conducted by the Engineer are for the convenience and benefit of the Engineer and Owner. These inspections and tests do not constitute acceptance of the Materials or work tested or inspected, and the Engineer may reject or accept any work or Materials at any time prior to the inspection for Substantial Completion or Partial or Final Acceptance.

7. Removal Of Unacceptable Work And Unauthorized Work. The Contractor shall promptly remove from the premises all Unacceptable Work, resulting from any cause, or work rejected for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and

re-execute the Work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement. The fact that the Engineer or his representative may have previously overlooked the Unacceptable Work shall not constitute an acceptance of any part of the Work.

Unauthorized Work of any kind shall not be paid and may be ordered removed or replaced at the Contractor's expense.

8. Use Of Premises. The Contractor shall confine construction Equipment, the storage of Materials and Equipment and the operations of workmen to areas permitted by law, ordinances, permits or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other Materials or Equipment.

9. Maintaining Traffic. Unless otherwise provided, the Contractor shall keep Roads open to all traffic and access to property unimpeded in accordance with the methods used and approval per the Governmental Authority during the progress of the Work. Traffic control devices shall meet the requirements of the latest edition of the Manual for Uniform Traffic Control Devices. Contractor shall notify the Engineer two (2) Working Days prior to installing any traffic control or changes to existing traffic control.

10. Protection Of Work, Property And Persons. The Contractor shall protect and maintain all Work that is included in the Contract Documents during construction and until Final Acceptance. Contractor will be responsible for any repairs or replacement of any completed portions of the Work, regardless of the cause of damage, until Final Acceptance, provided the damage was not caused by the Owner, other Contractors or anyone for whose acts they may be liable.

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all Materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

11. Clean Up. During the progress of the Work, the Contractor shall keep the premises free from accumulations of waste Materials, rubbish and other debris resulting from work. At the completion of the Work the Contractor shall remove all waste Materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus Materials, and shall leave the site clean and ready for occupancy by the Owner. The Contractor shall restore to their original condition those portions of the Site not designated for alteration by the Contract Documents. All parts of the Work shall be left in an acceptable

condition. The cost of final cleanup will not be paid for separately but is included in the Contract Price for the Work.

12. Substantial Completion And Acceptance. Substantial Completion shall be deemed to have occurred when all of the following have occurred:

- a) Contractor has corrected all Unacceptable Work and all Unauthorized Work to the satisfaction of the Owner.
- b) All authorities having jurisdiction over the Project have given their written approval and/or preliminary acceptance of the Project for its intended purpose.
- 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) A Punch list has been developed identifying all outstanding items of work remaining to be completed. Punch list items shall be limited to minor incidental items of Work, which have no adverse effect on the safety, or operability of the Project.

13. Initial Acceptance. Initial Acceptance shall be deemed to have occurred when all of the following have occurred:

- a) All Work has been completed in accordance with the Contract Documents, all authorities having jurisdiction over the Project have given their final written approval and/or final acceptance of the Project, 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.
- c) All Contractor's supplies, equipment, waste Materials, rubbish, and temporary facilities have been removed from Project site and are acceptable to the Engineer.
- d) 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.

When the Contractor determines all Work associated with items (a) through (g) above has been completed, Contractor shall, in writing, request acknowledgement of Final Acceptance of the Project. If all Work associated with items (a) through (g) above have been completed, the Engineer or Owner will notify the Contractor, in writing of Final Acceptance and indicate the effective date of Final Acceptance. If all Work associated with items (a) through (d) above has not been completed, the Engineer or Owner will advise the Contractor, in writing, of those items which remain to be completed.

The Warranty under Section 14 commences upon Final Acceptance of the Project.

14. Warranty. The Contractor warrants to the Owner and Engineer that Materials and equipment furnished under the contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free of defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

The Contractor shall promptly correct any Work found to be not in compliance with the requirements of the Contract Documents within a period of one year from the date of Initial Acceptance. The provisions of this Article apply to Work performed by Subcontractors as well as Work performed by the Contractor's employees. The provisions of this Article do not establish a limitations period regarding other obligations of Contractor under the Contract Documents. The one-year period established under this Section relates only to the Contractor's obligation to correct the Work and does not relate to the time within which the Contractor's other obligations may be enforced or proceedings may be commenced to establish the Contractor's liability regarding such other obligations, nor does it in any way limit the Owner's rights and remedies or the Contractor's obligations provided in the Contract Documents.

In the event that the Contractor should fail to make such repairs, adjustments, or other Work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred.

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

**AGREEMENT TITLE** Master Service Agreement for Pool Covers

**AGREEMENT NO. 1** **AGREEMENT DATE** \_\_\_\_\_ **TASK ORDER NO. 1**

**CONSULTANT** Front Range Aquatech

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

**TASK ORDER NAME:** Pool Covers.

**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 \$ 00.00

Task Order Price – Task Order No. 1 \$ 7,111.00

Total of Agreement Prices including this Task Order \$ 7,111.00

**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 8/15/19

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

The undersigned agrees to the above terms and conditions:

[Signature]  
Consultant

8/14/19  
Date

PRESIDENT  
Title

**Front Range Aquatech**

1539 Dusty Drive  
Colorado Springs CO 80905-2841  
(719) 226-5014

License:

**Change Order**

Order#: RCO-01

Order Date: 02/26/2018

To: MW Golden Constructors  
1700 N Park Street  
Castle Rock CO 80109

Project: 743  
Denver Connection HUB  
4746 N Jasper Street  
Denver CO 80239

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached ☐

Ordered By: 84 James Tyler

Customer Order:

Specifications Attached ☐

**Description of Work****Amount**

ADD winter covers, including measurement and installation:

7,111.00 ✓

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change

7,111.00

The original Contract Sum was _____	341,288.00
Net change by previous Change Orders _____	0.00
The Contract Sum prior to this Change Order _____	341,288.00
The Contract Sum will be changed by this Change Order _____	7,111.00
The new Contract Sum including this Change Order will be _____	348,399.00
The Contract Time will be changed by _____	0 Days

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

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

PRESENT / /

---

Title



# Proposal



1539 Dustry Drive  
Colorado Springs, CO 80905  
Bus: (719) 226-5014 Ext 202  
Fax: (719) 226-5015  
droenneburg@fraquatech.com

PROPOSAL SUBMITTED TO: Denver Connection Hub		PHONE	DATE 8/14/2019
STREET 4746 N. Jasper St		FAX	
CITY, STATE, ZIP CODE Denver, CO 80239		JOB NAME Same	
CONTACT PERSON		JOB LOCATION Same	

We hereby submit specifications and estimates for: 2019 Closing

Quantity	Description:	Per Unit	Amount
	Labor		\$ 4,786.60
	Materials:		
1	Closing Chemicals Approx.	\$ 839.70	\$ 839.70
1	Extra Materials: Plugs and BlowUps	\$ 952.81	\$ 952.81
1	Extra Materials: Gas, Tape, String Etc.	\$ 350.00	\$ 350.00
			\$ -
			\$ -
	SubTotal (materials only)		\$ 2,142.51
	Shipping		\$ 75.00
	Shipping Tax @ 3.12%		\$ 2.34
	This bid is based solely on visual inspection.		
2.90%	SALES TAX	TOTAL AMOUNT	\$ 62.13

## We Propose

hereby to furnish material and labor--complete according to above specifications, for the sum of:

Seven Thousand and Sixty Eight 58/100 dollars \$ 7,068.58

All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed upon written orders and will become an extra charge over and above the original estimate cost. All agreements contingent upon strikes, accidents or delays beyond our control.

Authorized  
Signature

Doug Roenneburg

Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Interest in the amount of 1.5% per month will be charged on past due accounts. If any action at law arises hereunder and we are successful, Owner shall pay attorney's fees.

Note: This proposal may be  
withdrawn by us if not accepted  
within:

30 Days

**Acceptance of Proposal** -- The above prices, specifications & conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

Date of Acceptance:

Signature

Signature

**THOMPSON THRIFT**

Thompson Thrift Construction, Inc.  
 901 Wabash Ave Suite 300  
 Terre Haute, Indiana 47807  
 Phone: (812) 235-5959  
 Fax: +1.812.235.8122

**CCO #003**

Project: 17-130 - Watermark on Union  
 4562 Continental Heights  
 Colorado Spring, Colorado 80924

**Subcontract Change Order #003: Pool Marker Tiles**

<b>CONTRACT COMPANY:</b>	<b>FRONT RANGE AQUATECH</b> 1539 DUSTY DRIVE COLORADO SPRINGS, Colorado 80905	<b>CONTRACT FOR:</b>	17130SC07:Swimming Pool & Spa
<b>DATE CREATED:</b>	8/15/2019	<b>CREATED BY:</b>	Eric Carr (Thompson Thrift Construction, Inc.)
<b>CHANGE REASON:</b>	No Change Reason	<b>REVISION:</b>	0
<b>DUE DATE:</b>		<b>SCHEDULE IMPACT:</b>	0 days
<b>REFERENCE:</b>		<b>TOTAL AMOUNT:</b>	\$141.20

**DESCRIPTION:**CE #424 - Pool Marker Tiles

This change order includes material and freight for the following work:

Provide (12) deck mounted (non skid) depth marker and no diving tiles - \$106.20

Freight - \$35.00

Total = \$141.20

**ATTACHMENTS:****CHANGE ORDER LINE ITEMS:****CCO #003**

#	SubJob	Cost Code	Description	Type	Amount
1	N/A	13-15000 - Swimming Pool - Front Range	Pool Marker Tiles	Subcontract	\$ 141.20
Subtotal:					\$141.20
Grand Total:					\$141.20

The original (Contract Sum)	\$ 327,681.00
Net change by previously authorized Change Orders	(\$2,996.00)
The contract sum prior to this Change Order was	\$ 324,685.00
The contract sum will be increased by this Change Order in the amount of	\$ 141.20
The new contract sum including this Change Order will be	\$ 324,826.20
The contract time will not be changed by this Change Order by 0 days	

- Except as otherwise expressly provided herein, Subcontractor agrees to perform the work described above in accordance with all of the terms and conditions of the Subcontract.
- This Change Order offers the final adjustment for any and all amounts due or to become due to Subcontractor for the changes or work referred to herein. Upon Contractor's acceptance, Subcontractor further releases all other claims, if any, except those claims previously submitted in writing in strict accordance with the Subcontract for additional compensation under the Subcontract, including without limitation any rights Subcontractor may have for additional compensation arising out of delays or disruption of Subcontractor's Work Schedule as may have arisen prior to the date of this Change Order.
- All other terms of the Subcontract remain in full force and effect and are not modified or abrogated by this Change Order.

Thompson Thrift Construction, Inc.  
 901 Wabash Ave Suite 300  
 Terre Haute Indiana 47807

FRONT RANGE AQUATECH  
 1539 DUSTY DRIVE  
 COLORADO SPRINGS Colorado 80905

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



Front Range Aquatech  
1539 Dustry Drive  
Colorado Springs CO 80905-2841  
(719) 226-5014

License:

## Change Order

Order#: RCO-03

Order Date: 08/14/2019

To: Thompson Thrift Construction  
901 Wabash Ave. Suite 300  
Terre Haute IN 47807

Project: 745  
Watermark on Union  
4522 Continental Heights  
Colorado Springs CO 80924

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached ☐

Ordered By: 84 James Tyler

Customer Order:

Specifications Attached ☐

Description of Work	Amount
Provide twelve (12) deck-mounted (non-skid) depth marker & no-diving tiles: (installation is not included)	106.20
Freight	35.00

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change

141.20

The original Contract Sum was .....	327,681.00
Net change by previous Change Orders .....	-2,996.00
The Contract Sum prior to this Change Order .....	324,685.00
The Contract Sum will be changed by this Change Order .....	141.20
The new Contract Sum including this Change Order will be .....	324,826.20
The Contract Time will be changed by .....	0 Days

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

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

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

**AGREEMENT TITLE** Master Service Agreement for Pole Lights

**AGREEMENT NO. 1** **AGREEMENT DATE** 7/18/19 **TASK ORDER NO. 1**

**CONSULTANT** BSC Signs

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

**TASK ORDER NAME:** Pole lights at Hub

**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 \$ 00.00

Task Order Price – Task Order No. 1 \$ 9,772.55

Total of Agreement Prices including this Task Order \$ 9,772.55

**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.

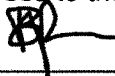
**APPROVALS REQUIRED:**

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

Recommended by Kim Fiore Date 8/8/19

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

The undersigned agrees to the above terms and conditions:

Bobby Pucci  8-12-19  
Consultant Date

Sales Manager  
Title

# ESTIMATE

Page 1 of 1

Broomfield Sign Company, Inc  
7245 W 116th Pl  
Broomfield, CO, 80020 USA  
Phone: (303)-464-0644 Fax: (303)-464-0608  
www.bsccsigns.com  
frontdesk@bsccsigns.com



DATE: 8/7/2019  
ESTIMATE REF. NUMBER: 023270  
PRICE VALID UNTIL: 9/6/2019  
PAYMENT TERMS: Net 7

YOUR SALES PERSON IS:

**Bobby Pucci**

PHONE:

EMAIL: bobbyp@bsccsigns.com

**BILL TO:**

INDEPEN002  
Kim Fiore  
Independent District Engineering Services, LLC  
355 Union Boulevard  
Lakewood, CO 80228 USA

Phone: (303) 907-7137 Fax:  
Email

**SITE LOCATION:**

Denver Connection West  
15992 Warner Drive  
See map for exact  
Denver, CO 80239 USA

Phone (303) 907-7137 Fax  
Job Name Hub Lights

Quantity	Description	Unit Price	Extended Price
----------	-------------	------------	----------------

6	Scope of work for design concept A_R2 dated 7/31/19 Manufacture (6) four sided LED illuminated custom light fixtures. -12.5" tall x 6" wide -aluminum base and top (painted) -1/4" white acrylic faces -white LED illumination	\$1,036.00	\$6,216.00
---	---	------------	------------

New Eye Bolt for posts is included.

Extra paint for touch up onsite. \*Paint may not be an exact match to existing.\*

1	Custom Installation of (6) LED light fixture. Existing sq tb vertical post: -Cut top off each post -Supply and weld on new eye bolt -Touch-up paint the area of welds *Paint will not be an exact match* -Install new light fixtures and secure to posts	\$3,040.00	\$3,040.00
---	---	------------	------------

**\*\*50% DEPOSIT DEPOSIT TO BEGIN PRODUCTION, BALANCE WILL BE DUE UPON COMPLETION OR INSTALLATION.**

**\*\*Please discuss due dates and timelines with your salesperson. Rush order are possible and may be subject to additional fees.**

You are ordering a custom made product. No changes after accepting this bid, No cancellations and No refunds. All signs & materials remain property of BSC SIGNS, until paid in full and are subject to repossession for non payment. Buyer to pay for repossession/removal and re-installation costs. Any written warranty offered by BSC Signs, shall be void if a balance is overdue. If product is warranted, No warranty services will be performed on past due accounts. Past due amounts are subject to a service charge of 1.5% per month from the invoice date. BSC Signs shall be entitled to recover all costs of collection, including court costs & attorney fees. The buyer is responsible for all damages & costs incurred by BSC Signs resulting from unknown conditions or hazards. BSC Signs shall not be liable for any consequential loss or damages of any nature arising from performance of this contract and is limited to the contract bid price. Sales Tax Subject to Change.

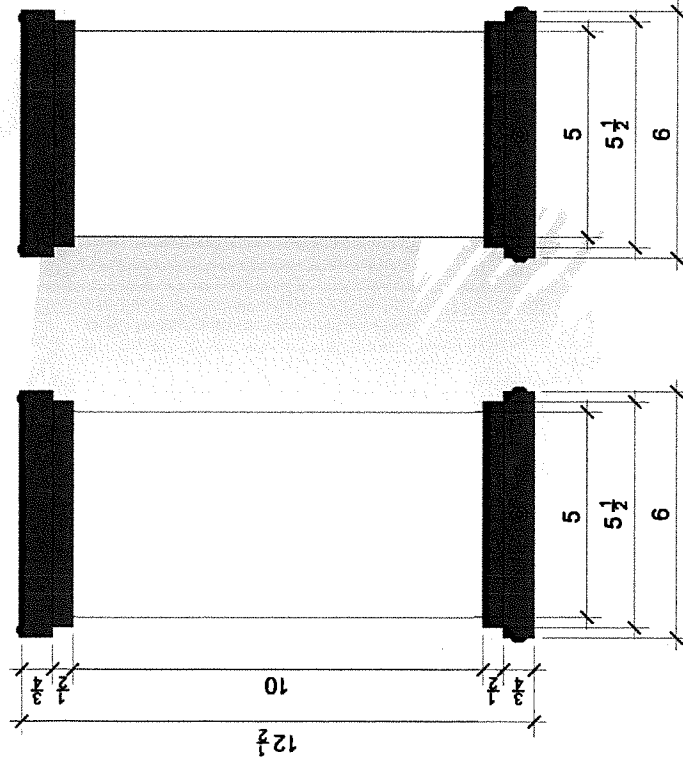
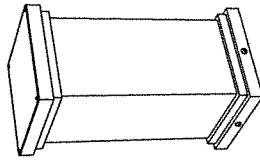
TAXABLE:	\$6,216.00
NON TAXABLE:	\$3,040.00
SALES TAX:	\$516.55
FREIGHT:	\$0.00
Misc	\$0.00

<b>TOTAL PRICE:</b>	<b>\$9,772.55</b>
---------------------	-------------------

Client: Signature \_\_\_\_\_ Date: \_\_\_\_\_

BSC: Signature  \_\_\_\_\_ Date: 8-7-19

## Custom Pole Light | Qty:6

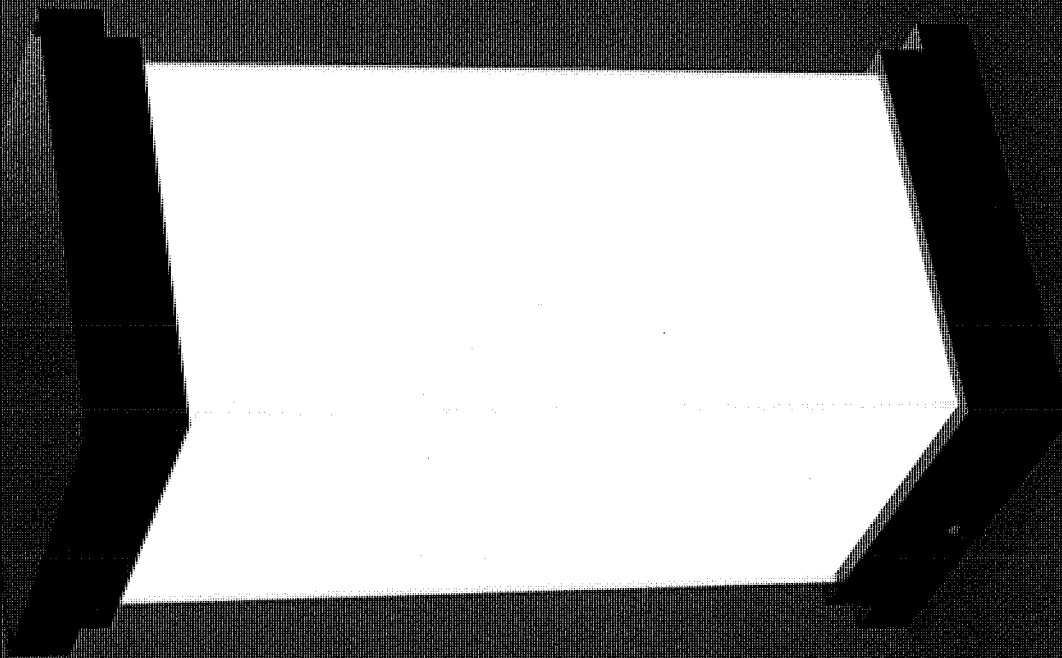


● MP Gloss Black  
● 7328 white acrylic

**Manufacture and Install Six custom Light fixtures onto existing steel pipes, modified by BSC on site**

# Hub Lights

Custom Pole Light J2096



Hub Light  
J2096



Designs



Hub Light  
J2096

Hub Light  
J2096

Hub Light  
J2096

Hub Light  
J2096

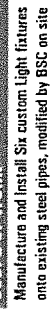
Hub Light  
J2096





Hub Light  
J2096

Hub Light  
J2096

PAGE NUMBER  
2 of 3

Custom Pole Light | Qty: 6



 <p><b>eSigns</b>  <small>EST. 1998</small>          10000 E. 15th Ave., Suite 100          Denver, CO 80231          303.751.1100  <a href="http://www.esign.com">www.esign.com</a></p>	<p>For more information, visit us online at <a href="http://www.esign.com">www.esign.com</a></p> <p>  </p> <p><b>Microsoft Dynamics</b>          The power of your business, amplified.</p>	<p><b>CLIENT / PROJECT / MAIL</b></p> <p><b>CLIENT</b> JUS LLC          Denver, Colorado, USA</p> <p><b>PROJECT</b> JUS LLC          Denver, Colorado, USA</p> <p><b>MAIL</b> JUS LLC          Denver, Colorado, USA</p>	<p><b>SITES / DESIGNER</b></p> <p><b>SITES</b> Betty Greer          Betty Greer          Denver, Colorado, USA</p> <p><b>DESIGNER</b> Betty Greer          Betty Greer          Denver, Colorado, USA</p>	<p><b>DATE / COMMENTS</b></p> <p><b>DATE</b> 07/15/2015          07/15/2015          07/15/2015</p> <p><b>COMMENTS</b> Betty Greer          Betty Greer          Denver, Colorado, USA</p>	<p><b>FILE LOCATION</b></p> <p>07/15/2015          07/15/2015          07/15/2015</p>	<p><b>PAGE NUMBER</b></p> <p>3 of 3</p>
---	--	--	---	--	---	---



# Denver Connection West Metropolitan District Cost Certification Report



## Report 18



355 Union Blvd., Suite 302  
Lakewood, CO 80228

**Denver Connection West  
Metropolitan District  
Cost Certification**

***Table of Contents***

***Engineers Letter of Recommendation for Cost Certification..... Pages 1-4***

***Attachments***

***Site Map..... Attachment A***

***Vendor Participation ..... Attachment B***

***Expenditure Data..... Attachment C***

August 27, 2019

## Denver Connection West Metropolitan District

### RECOMMENDATION FOR COST CERTIFICATION REPORT #18

#### INTRODUCTION

Independent District Engineering Services, LLC (Engineer) was hired by the Denver Connection West Metropolitan District (District) to provide review of expenditures paid by William Lyon Homes (Developer). These expenditures (Expenditures) are for the Denver Connection Development located in the City of Denver, Colorado (Project). This Report summarizes the Engineer's approach and findings for this Cost Certification.

The expenditures for Public Improvements discussed in this Report were paid for by the Developer or the District. The expenditures paid for by the Developer have been reviewed in this Report and are being certified as District Eligible in the amount of **\$467,550.60**. The expenditures paid for by the District have been reviewed in this Report and are being certified as District Eligible in the amount of **\$427,668.60**. The total combined is **\$895,219.20**.

This Cost Certification Report (Report) generally covers the areas shown on Attachment A.

#### GOVERNING DOCUMENTS

The following controlling documents were used in recommendations for District eligible expenses:

- Service Plan for Denver Connection West Metropolitan District in the City and County of Denver, Colorado, prepared by McGeady Becher P.C., dated September 12, 2016.
- Facilities Funding and Acquisition Agreement, between the Denver Connection West Metropolitan District and William Lyon Homes, Inc. dated January 20, 2017.
- Gateway Improvements Draft Agreement between William Lyon Homes and the City and County of Denver.



It should be noted IDES used the above controlling documents only as a general guideline for eligibility in our certification of costs.

#### ACTIVITIES CONDUCTED

For this Cost Certification Report, the following activities were performed:

- Governing Documents provided by the District and the Developer were reviewed as the basis for recommendation of Cost Certification.
- The Invoice Summary as provided by the District was included, and invoices provided by the Developer were reviewed. A summary was created and is attached as Attachment C.
- Site visits were conducted. Project improvements were photographed.

## ASSUMPTIONS

Due to the specific Scope authorized for this Cost Certification Report, the following assumptions were made. The District should validate or cause to have validated these assumptions.

- It is assumed that Geotechnical Pavement Designs have been performed and followed. Materials testing was performed during construction and District has verified materials passed all such testing.
- It is our recommendation the District and Developer agree that the Developer will be responsible for all Storm Water Management Practice (SWMP) activities until the conditions of State and Local Permits are met and the District shall have no SWMP Obligations for Infrastructure acquired by the District. No SWMP inspections or recommendations were conducted as part of this Report.
- It is assumed that Contractors have obtained all SWMP Permitting in the name of the District and the District shall not have any responsibility to close-out these permits.
- It is our understanding that the District and Developer agree that the Developer will complete all Local Jurisdiction Acceptance.
- It is assumed that the District has obtained or will obtain final unconditional lien waivers from all Contractors performing Work or Consultants providing Services for the Project.
- It is assumed all Work Product is acceptable and copies of Acceptances were or will be submitted to the appropriate jurisdictions.
- Costs presented do not represent the entire Contract Value, but rather the District's portion of the capital costs paid by the District.
- Expenditures that did not have enough information to be verified with this Report may be verified in a future Report.
- The District has or will cause all Infrastructure Acceptance requirements to be met as outlined in the Service Plan; District/Developer Agreements; and Board Resolutions/Polities. This Cost Certification Report is one part of the overall Infrastructure Acquisition.
- This report was prepared with a specific authorized Scope of Work and an elaborate analysis was not performed, but rather a realistic and reasonable analysis to estimate the District Eligible Expenditures for bonding purposes. A more detailed analysis or submission of additional District eligible expenditures may result in adjustments to our cost certification.



## DISCUSSION

This report mostly consists of the Expenditures for May through July 2019. The Improvements reviewed are generally represented in Attachments A and C.

### Vendor Participation

All Contractors, Consultants, and Vendors (Vendors) whose invoice information was submitted, were evaluated for their participation on the Project and Services performed, materials provided, or work completed. A summary of Vendor Participation is included as Attachment B.

### Review of Invoices and Summary of Expenditures

To provide a recommendation for acceptance of District Improvements, invoices provided by the Developer were reviewed. Invoice costs were allocated as District or Non District and a summary is included as Attachment C.

## SUMMARY OF EXPENDITURES BY CATEGORY AND SERVICE PLAN DIVISION

The table below provides a summary of expenditures by Category and Service Plan Division. The Service Plan categorizes Expenditures to specific categories based upon then anticipated costs. The major elements of the Improvements were allocated across these specific categories.

Category	District Eligible Expenses	Percentage
Street Improvements	\$12,768.93	1.43%
Traffic and Safety Controls	\$0.00	0.00%
Water Improvements	\$0.00	0.00%
Sanitation Improvements	\$0.00	0.00%
Stormwater Drainage Improvements	\$0.00	0.00%
Parks and Recreation Improvements	\$879,205.50	98.21%
Transportation	\$0.00	0.00%
Mosquito Control	\$0.00	0.00%
Covenant Enforcement	\$3,244.77	0.36%
<b>Total</b>	<b>\$895,219.20</b>	<b>100.00%</b>

## FIELD INVESTIGATION RESULTS

Field investigations were conducted weekly. Photos were taken of the project and were provided to the District in the observation reports. From our visual inspection it appears the Improvements were constructed in a quality manner consistent with other similar projects and meeting generally accepted construction requirements.

## RECOMMENDATION

In our professional opinion the expenditures for the Improvements were reviewed and found to be reasonable. The costs of improvements are comparable to other similar projects in Colorado. At this time and based on the information provided, the Engineer certifies the expenditures provided by the Developer as District Eligible expenditures as shown in Attachment C and subject to the level of review presented in this Report. These expenditures are in the amount of **\$895,219.20** as paid by the Developer, **\$467,550.60** and as paid by the District, **\$427,668.60**.

Should you have any questions or require further information please feel free to contact me.

Respectfully Submitted,  
Independent District Engineering Services, LLC

A handwritten signature in blue ink that reads "Kim Fiore". The signature is written in a cursive, flowing style.

Kim Fiore, PE

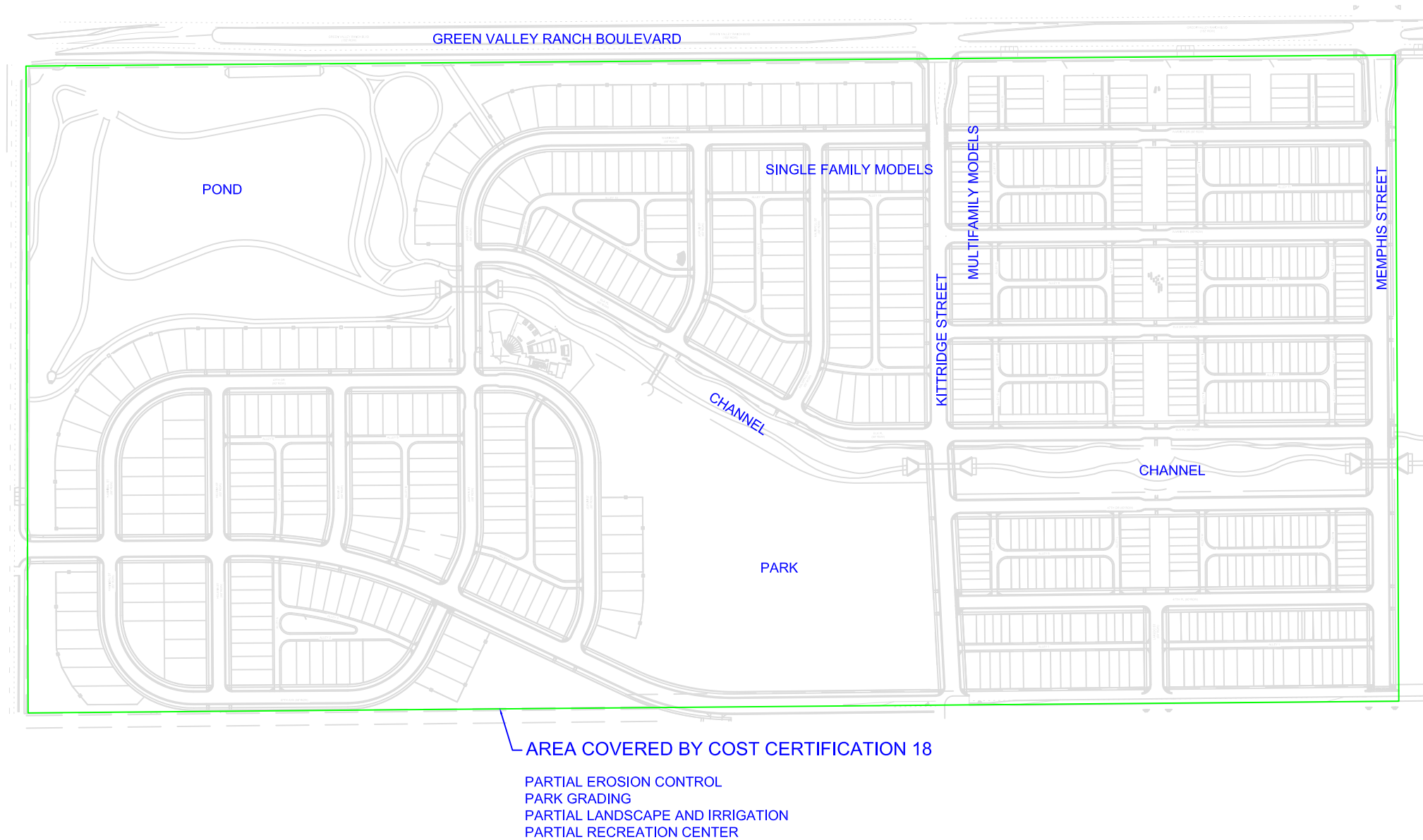
Attachments

---

# Attachment A

## Site Map

# ATTACHMENT A





---

# Attachment B

## Vendor Participation

# ATTACHMENT B VENDOR PARTICIPATION

Following is a Summary of the Contractors, Consultants and Vendor Participation in work and services for the Cost Certification. Notes include any invoice discrepancies, basis of payment, and basis for reimbursement.

**Absolute Pool Management, LLC** Provided pool chemicals and maintenance.

**All American Electrostatic Painting** Provided fence painting.

**Altitude Community Law P.C.** Provided legal services concerning covenant enforcement.

**Avion at Denver Connection Townhomes** Collected reimbursable funds for snow removal.

**Brightview Landscape Services** Provided landscape furnishings.

**Clifton Larson Allen, LLP** Provided District Legal council services.

**CTL Thompson Inc** Provided testing services for earthwork.

**Denver Water** Provided water and sewer services for the HUB.

**Entitlement and Engineering Solutions, Inc.** Provided construction administration services.

**Godden Sudik Architects** Provided Hub building construction administration services.

**GRC Consulting, Inc.** Provided soil import and fill services.

**IDES, LLC** Provided District engineering services.

**Manager of Finance - Denver** Collected fees for Metropolitan District oversight services.

**McGeady Becher, PC** Provided legal services.

**MSI Management Specialists, LLC** Provided management services for the Hub.

**MW Golden Construction** Provided construction of the recreation center.

**Norris Design, Inc** Provided landscape construction administration services.

**Nu Style Landscape and Development, LLC** Provided landscape construction.

**Pet Scoop** Provided services for waste station maintenance.

**Possibilities for Design, Inc** Provided services for Hub design.

**Rocky Mountain Security** Provided security guard services.

**Special District Management Services** Provided District management services.

**Specialized Cleaning Services** Provided Hub cleaning services.

**Split Rail Fence Company** Fence construction at Clubhouse.

**Stamped Concrete Designs** Provided construction of decorative concrete.

**Thoutt Bros. Concrete** Provided construction of landscape concrete.

**Xcel Energy of Colorado** Provided gas and electric service to the HUB. Provided electric service to the monuments.

**YMCA of Metropolitan Denver** Provided HUB management services.

---

# Attachment C

## Expenditure Data

# Attachment C

## Denver Connection West Metropolitan District Engineer's Summary for Cost Certification 18

Invoice ID	Invoice Date	Invoice Provided	Check Date	Check No.	Description	Invoiced Amount	District Eligible Expenses	Non-Eligible Expenses	Notes
<b>Invoices Paid by William Lyon Homes</b>									
<b>CTL Thompson, Inc.</b>									
512007	5/31/19	Yes	6/17/19	46405	Earthwork Testing	\$4,537.50	\$2,767.88	\$1,769.63	Overall Site 61% District
515414	6/30/19	Yes	7/15/19	46985	Asphalt and Concrete Testing	\$2,522.50	\$2,522.50	\$0.00	
<b>Subtotal CTL Thompson, Inc</b>						<b>\$7,060.00</b>	<b>\$5,290.38</b>	<b>\$1,769.63</b>	
<b>EMK Consultants, Inc.</b>									
57073	6/24/19	Yes	7/8/19	46834	Survey	\$3,900.00	\$3,900.00	\$0.00	
57282	7/23/19	Yes	8/5/19	47531	Survey	\$1,100.00	\$1,100.00	\$0.00	
<b>Subtotal EMK Consultants, Inc</b>						<b>\$5,000.00</b>	<b>\$5,000.00</b>	<b>\$0.00</b>	
<b>Entitlement and Engineering Solutions, Inc.</b>									
VL001.02-37	5/29/19	Yes	6/17/19	46423	Constuction Administration	\$969.00	\$591.09	\$377.91	Overall Site 61% District
<b>Subtotal Entitlement and Engineering Solutions, Inc.</b>						<b>\$969.00</b>	<b>\$591.09</b>	<b>\$377.91</b>	
<b>GRC Consulting, Inc</b>									
4795	5/23/19	Yes	6/17/19	46437	Earthwork Equipment	\$4,910.00	\$2,995.10	\$1,914.90	Overall Site 61% District
4834	6/4/19	Yes	6/17/19	46437	Import Fill	\$27,000.00	\$16,470.00	\$10,530.00	Overall Site 61% District
4887	6/12/19	Yes	7/1/19	46661	Import Fill	\$1,750.00	\$1,067.50	\$682.50	Overall Site 61% District
4907	6/18/19	Yes	7/15/19	47012	Import Fill	\$41,562.50	\$25,353.13	\$16,209.38	Overall Site 61% District
<b>Subtotal GRC Consulting, Inc</b>						<b>\$75,222.50</b>	<b>\$45,885.73</b>	<b>\$29,336.78</b>	
<b>MGT Landscaping, Inc</b>									
13576	5/21/19	Yes	7/15/19	47048	Landscaping	\$96,764.15	\$96,764.15	\$0.00	
<b>Subtotal MGT Landscaping, Inc</b>						<b>\$96,764.15</b>	<b>\$96,764.15</b>	<b>\$0.00</b>	
<b>Nu Style Landscape &amp; Development, LLC</b>									
13765	5/31/19	Yes	6/17/19	46481	Landscaping	\$186,930.90	\$186,930.90	\$0.00	
14237	6/28/19	Yes	7/15/19	47052	Landscaping	\$112,781.25	\$112,781.25	\$0.00	
<b>Subtotal Nu Style Landscape &amp; Development, LLC</b>						<b>\$299,712.15</b>	<b>\$299,712.15</b>	<b>\$0.00</b>	
<b>Omerta Storm Water Management</b>									
46649	6/14/19	Yes	7/8/19	46871	Erosion Control	\$245.60	\$245.60	\$0.00	
46843	6/25/19	Yes	7/15/19	47053	Erosion Control	\$4,030.00	\$3,330.00	\$700.00	Only \$3,330 paid
46964	6/30/19	Yes	7/29/19	47411	Erosion Control	\$765.51	\$0.00	\$765.51	Homebuilding trash not District eligible
47067	7/8/19	Yes	7/29/19	47411	Erosion Control	\$353.25	\$353.25	\$0.00	
<b>Subtotal Omerta Storm Water Management</b>						<b>\$5,394.36</b>	<b>\$3,928.85</b>	<b>\$1,465.51</b>	
<b>SFI Compliance, Inc.</b>									
11960	6/11/19	Yes	7/8/19	46895	Hub First Aid Kit	\$2,000.16	\$2,000.16	\$0.00	
<b>Subtotal SFI Compliance, Inc.</b>						<b>\$2,000.16</b>	<b>\$2,000.16</b>	<b>\$0.00</b>	
<b>Stamped Concrete Designs</b>									
22536	4/23/19	Yes	6/17/19	46508	Concrete	\$1,747.50	\$1,747.50	\$0.00	
22048	3/18/19	Yes	7/1/19	46728	Concrete	\$1,030.60	\$1,030.60	\$0.00	
<b>Subtotal Stamped Concrete Designs</b>						<b>\$2,778.10</b>	<b>\$2,778.10</b>	<b>\$0.00</b>	
<b>Straight Line Sawcutting</b>									
16154	3/22/19	Yes	7/22/19	47229	Asphalt, Signage and Striping	\$5,600.00	\$5,600.00	\$0.00	
<b>Subtotal Straight Line Sawcutting</b>						<b>\$5,600.00</b>	<b>\$5,600.00</b>	<b>\$0.00</b>	
<b>Subtotal Invoices Paid by William Lyon Homes</b>						<b>\$500,500.42</b>	<b>\$467,550.60</b>	<b>\$32,949.82</b>	

Attachment C

Denver Connection West Metropolitan District  
Engineer's Summary for Cost Certification 18

Invoice ID	Invoice Date	Invoice Provided	Check Date	Check No.	Description	Invoiced Amount	District Eligible Expenses	Non-Eligible Expenses	Notes
<b>Invoices Paid by the Denver Connection West Metropolitan District</b>									
<b>Absolute Pool Management, LLC</b>									
10578	7/1/19	Yes	7/15/19	1285	Pool Maintenance	\$2,415.00	\$2,415.00	\$0.00	
10691	6/25/19	Yes	7/15/19	1285	Pool Maintenance	\$900.00	\$900.00	\$0.00	
10700	7/2/19	Yes	7/15/19	1285	Pool Maintenance	\$140.00	\$140.00	\$0.00	
10711	7/9/19	Yes	7/15/19	1285	Pool Maintenance	\$285.00	\$285.00	\$0.00	
10576	6/1/19	Yes	6/17/19	1266	Pool Maintenance	\$2,415.00	\$2,415.00	\$0.00	
10644	5/29/19	Yes	6/17/19	1266	Pool Maintenance	\$1,785.00	\$1,785.00	\$0.00	
10645	5/29/19	Yes	6/17/19	1266	Pool Maintenance	\$300.00	\$300.00	\$0.00	
10670	6/10/19	Yes	6/17/19	1266	Pool Maintenance	\$95.00	\$95.00	\$0.00	
<b>Subtotal Absolute Pool Management, LLC</b>						<b>\$8,335.00</b>	<b>\$8,335.00</b>	<b>\$0.00</b>	
<b>All American Electrostatic Painting</b>									
833	5/29/19	Yes	6/17/19	1267	Hub Fence Painting	\$953.76	\$953.76	\$0.00	
<b>Subtotal All American Electrostatic Painting</b>						<b>\$953.76</b>	<b>\$953.76</b>	<b>\$0.00</b>	
<b>Altitude Community Law P.C.</b>									
784476	5/23/19	Yes	6/17/19	1268	Covenant Enforcement Legal Services	\$2,155.00	\$2,155.00	\$0.00	
787567	6/24/19	Yes	7/15/19	1286	Covenant Enforcement Legal Services	\$615.00	\$615.00	\$0.00	
<b>Subtotal Altitude Community Law P.C.</b>						<b>\$2,770.00</b>	<b>\$2,770.00</b>	<b>\$0.00</b>	
<b>Brightview Landscape Services</b>									
Pay App 9	5/31/19	Yes	6/17/19	1270	Landscape	\$102,616.60	\$102,616.60	\$0.00	
Pay App 10	6/30/19	Yes	7/15/19	1287	Landscape	\$29,325.64	\$29,325.64	\$0.00	
<b>Subtotal Brightview Landscape Services</b>						<b>\$131,942.24</b>	<b>\$131,942.24</b>	<b>\$0.00</b>	
<b>Clifton Larson Allen, LLP</b>									
2145309	5/16/19	Yes	6/17/19	1271	District Legal Counsel	\$6,789.55	\$6,789.55	\$0.00	
2168950	6/9/19	Yes	6/17/19	1271	District Legal Counsel	\$2,692.15	\$2,692.15	\$0.00	
<b>Subtotal Clifton Larson Allen, LLP</b>						<b>\$9,481.70</b>	<b>\$9,481.70</b>	<b>\$0.00</b>	
<b>Denver Water</b>									
19-May	5/17/19	Yes	6/17/19	1272	Irrigation Water	\$73.46	\$70.01	\$3.45	Finance Charges not District eligible; Bill overpaid
19-May	5/17/19	Yes	6/17/19	1272	HUB Water and Sewer	\$782.85	\$778.11	\$4.74	Finance Charges not District eligible; Bill overpaid
19-Jun	6/18/19	Yes	7/15/19	1288	HUB Water and Sewer	\$422.64	\$422.64	\$0.00	
<b>Subtotal Denver Water</b>						<b>\$1,278.95</b>	<b>\$1,270.76</b>	<b>\$8.19</b>	
<b>Godden Sudik Architects</b>									
19-030	1/20/19	Yes	7/15/19	1289	Hub Building	\$385.00	\$385.00	\$0.00	
<b>Subtotal Godden Sudik Architects</b>						<b>\$385.00</b>	<b>\$385.00</b>	<b>\$0.00</b>	
<b>IDES, LLC</b>									
DEN087.27	5/31/19	Yes	6/17/19	1273	District Engineer	\$7,965.60	\$7,965.60	\$0.00	
DEN087.28	6/30/19	Yes	7/15/19	1290	District Engineer	\$6,950.72	\$6,950.72	\$0.00	
<b>Subtotal IDES, LLC</b>						<b>\$14,916.32</b>	<b>\$14,916.32</b>	<b>\$0.00</b>	
<b>Manager of Finance - Denver</b>									
19-039	5/30/19	Yes	6/17/19	1274	Metropolitan District Oversight	\$3,000.00	\$3,000.00	\$0.00	
<b>Subtotal Manager of Finance - Denver</b>						<b>\$3,000.00</b>	<b>\$3,000.00</b>	<b>\$0.00</b>	
<b>McGeady Becher PC</b>									
1324-0004C	4/30/19	Yes	6/17/19	1275	District Legal Counsel	\$6,460.00	\$6,460.00	\$0.00	
1324-0005C	4/30/19	Yes	6/17/19	1275	District Legal Counsel	\$20.00	\$20.00	\$0.00	

## Attachment C

### Denver Connection West Metropolitan District Engineer's Summary for Cost Certification 18

Invoice ID	Invoice Date	Invoice Provided	Check Date	Check No.	Description	Invoiced Amount	District Eligible Expenses	Non-Eligible Expenses	Notes
1324-0015C	4/30/19	Yes	6/17/19	1275	District Legal Counsel	\$700.00	\$700.00	\$0.00	
1324-0019C	4/30/19	Yes	6/17/19	1275	District Legal Counsel	\$255.00	\$255.00	\$0.00	
1324-0299C	4/30/19	Yes	6/17/19	1275	District Legal Counsel	\$12.50	\$12.50	\$0.00	
1324-0301C	4/30/19	Yes	6/17/19	1275	District Legal Counsel	\$240.00	\$240.00	\$0.00	
1324-0518C	4/30/19	Yes	6/17/19	1275	District Legal Counsel	\$210.00	\$210.00	\$0.00	
1324-0601C	4/30/19	Yes	6/17/19	1275	District Legal Counsel	\$160.00	\$160.00	\$0.00	
1324-0604C	4/30/19	Yes	6/17/19	1275	District Legal Counsel	\$80.00	\$80.00	\$0.00	
1324-2101C	4/30/19	Yes	6/17/19	1275	District Legal Counsel	\$80.00	\$80.00	\$0.00	
1324-2102C	4/30/19	Yes	6/17/19	1275	District Legal Counsel	\$400.00	\$400.00	\$0.00	
1324-4101C	4/30/19	Yes	6/17/19	1275	District Legal Counsel	\$3,965.00	\$3,965.00	\$0.00	
1324-0003C	5/31/19	Yes	7/15/19	1291	District Legal Counsel	\$3,625.00	\$3,625.00	\$0.00	
1324-0004C	5/31/19	Yes	7/15/19	1291	District Legal Counsel	\$4,030.00	\$4,030.00	\$0.00	
1324-0008C	5/31/19	Yes	7/15/19	1291	District Legal Counsel	\$160.00	\$160.00	\$0.00	
1324-0015C	5/31/19	Yes	7/15/19	1291	District Legal Counsel	\$150.00	\$150.00	\$0.00	
1324-0019C	5/31/19	Yes	7/15/19	1291	District Legal Counsel	\$40.00	\$40.00	\$0.00	
1324-0202C	5/31/19	Yes	7/15/19	1291	District Legal Counsel	\$750.00	\$750.00	\$0.00	
1324-0299C	5/31/19	Yes	7/15/19	1291	District Legal Counsel	\$12.50	\$12.50	\$0.00	
1324-0301C	5/31/19	Yes	7/15/19	1291	District Legal Counsel	\$160.00	\$160.00	\$0.00	
1324-0518C	5/31/19	Yes	7/15/19	1291	District Legal Counsel	\$20.00	\$20.00	\$0.00	
1324-0601C	5/31/19	Yes	7/15/19	1291	District Legal Counsel	\$360.00	\$360.00	\$0.00	
1324-0901C	5/31/19	Yes	7/15/19	1291	District Legal Counsel	\$20.00	\$20.00	\$0.00	
1324-1299C	5/31/19	Yes	7/15/19	1291	District Legal Counsel	\$600.00	\$600.00	\$0.00	
1324-2101C	5/31/19	Yes	7/15/19	1291	District Legal Counsel	\$120.00	\$120.00	\$0.00	
1324-4101C	5/31/19	Yes	7/15/19	1291	District Legal Counsel	\$730.00	\$730.00	\$0.00	
<b>Subtotal McGeady Becher PC</b>						<b>\$23,360.00</b>	<b>\$23,360.00</b>	<b>\$0.00</b>	
<b>MSI, LLC</b>									
85542	6/1/19	Yes	7/15/19	1292	Hub Management	\$723.81	\$723.81	\$0.00	
<b>Subtotal MSI, LLC</b>						<b>\$723.81</b>	<b>\$723.81</b>	<b>\$0.00</b>	
<b>MW Golden Constructors</b>									
Pay App 19	5/31/19	Yes	6/17/19	1276	Hub Construction	\$6,699.48	\$6,699.48	\$0.00	
Pay App 20	6/30/19	Yes	7/15/19	1293	Hub Construction	\$1,782.89	\$1,782.89	\$0.00	
<b>Subtotal MW Golden Constructors</b>						<b>\$8,482.37</b>	<b>\$8,482.37</b>	<b>\$0.00</b>	
<b>Norris Design, Inc.</b>									
01-050701	4/30/19	Yes	6/17/19	1277	Design Services	\$2,830.19	\$2,830.19	\$0.00	
01-51510	5/31/19	Yes	7/15/19	1294	Design Services	\$1,518.76	\$1,518.76	\$0.00	
<b>Norris Design, Inc.</b>						<b>\$4,348.95</b>	<b>\$4,348.95</b>	<b>\$0.00</b>	
<b>Nu Style Landscape &amp; Design, Inc</b>									
13647	5/21/19	Yes	6/17/19	1278	Snow Removal	\$165.00	\$165.00	\$0.00	
14053	6/1/19	Yes	7/15/19	1295	Landscape Maintenance	\$2,500.00	\$2,500.00	\$0.00	
14385	7/1/19	Yes	7/15/19	1295	Landscape Maintenance	\$2,500.00	\$2,500.00	\$0.00	
<b>Subtotal Nu Style Landscape &amp; Design, Inc</b>						<b>\$5,165.00</b>	<b>\$5,165.00</b>	<b>\$0.00</b>	
<b>Pet Scoop</b>									
233360	5/31/19	Yes	6/17/19	1279	Hub Maintenance	\$558.00	\$558.00	\$0.00	
<b>Subtotal Pet Scoop</b>						<b>\$558.00</b>	<b>\$558.00</b>	<b>\$0.00</b>	
<b>Possibilities for Design, Inc</b>									
0004998-IN	5/30/19	Yes	7/15/19	1296	Hub Clubhouse	\$4,324.32	\$4,324.32	\$0.00	
0005019-IN	6/4/19	Yes	7/15/19	1296	Hub Clubhouse	\$4,818.83	\$4,818.83	\$0.00	
<b>Subtotal Possibilities for Design, Inc</b>						<b>\$9,143.15</b>	<b>\$9,143.15</b>	<b>\$0.00</b>	

Attachment C

Denver Connection West Metropolitan District  
Engineer's Summary for Cost Certification 18

Invoice ID	Invoice Date	Invoice Provided	Check Date	Check No.	Description	Invoiced Amount	District Eligible Expenses	Non-Eligible Expenses	Notes
<b>Rocky Mountain Security</b>									
May-19	6/1/19	Yes	6/17/19	1280	Hub Clubhouse	\$1,600.00	\$1,600.00	\$0.00	
<b>Subtotal Rocky Mountain Security</b>						<b>\$1,600.00</b>	<b>\$1,600.00</b>	<b>\$0.00</b>	
<b>Special District Management Services</b>									
53413	5/31/19	Yes	6/17/19	1281	District Management	\$525.39	\$525.39	\$0.00	
53414	5/31/19	Yes	6/17/19	1281	District Management	\$2,011.00	\$2,011.00	\$0.00	
53415	5/31/19	Yes	6/17/19	1281	District Management	\$1,260.00	\$1,260.00	\$0.00	
53416	5/31/19	Yes	6/17/19	1281	District Management	\$616.00	\$616.00	\$0.00	
53417	5/31/19	Yes	6/17/19	1281	District Management	\$14.00	\$14.00	\$0.00	
53418	5/31/19	Yes	6/17/19	1281	District Management	\$28.00	\$28.00	\$0.00	
53419	5/31/19	Yes	6/17/19	1281	District Management	\$238.00	\$238.00	\$0.00	
53420	5/31/19	Yes	6/17/19	1281	District Management	\$826.00	\$826.00	\$0.00	
53421	5/31/19	Yes	6/17/19	1281	District Management	\$70.00	\$70.00	\$0.00	
53423	5/31/19	Yes	6/17/19	1281	District Management	\$2,086.50	\$2,086.50	\$0.00	
53425	5/31/19	Yes	6/17/19	1281	District Management	\$5,928.00	\$5,928.00	\$0.00	
54646	6/30/19	Yes	7/15/19	1297	District Management	\$317.29	\$317.29	\$0.00	
54647	6/30/19	Yes	7/15/19	1297	District Management	\$1,456.00	\$1,456.00	\$0.00	
54648	6/30/19	Yes	7/15/19	1297	District Management	\$364.00	\$364.00	\$0.00	
54649	6/30/19	Yes	7/15/19	1297	District Management	\$546.00	\$546.00	\$0.00	
54653	6/30/19	Yes	7/15/19	1297	District Management	\$868.00	\$868.00	\$0.00	
54656	6/30/19	Yes	7/15/19	1297	District Management	\$1,875.00	\$1,875.00	\$0.00	
54658	6/30/19	Yes	7/15/19	1297	District Management	\$2,926.00	\$2,926.00	\$0.00	
54659	6/30/19	Yes	7/15/19	1297	District Management	\$1,500.00	\$1,500.00	\$0.00	
<b>Subtotal Special District Management Services</b>						<b>\$23,455.18</b>	<b>\$23,455.18</b>	<b>\$0.00</b>	
<b>Specialized Cleaning Services</b>									
11650	6/13/19	Yes	7/15/19	1298	Hub Clubhouse	\$900.00	\$900.00	\$0.00	
<b>Subtotal Specialized Cleaning Services</b>						<b>\$900.00</b>	<b>\$900.00</b>	<b>\$0.00</b>	
<b>Split Rail Fence Company</b>									
1316	4/24/19	Yes	7/15/19	1299	Hub Fencing	\$2,360.00	\$2,360.00	\$0.00	
<b>Subtotal Split Rail Fence Company</b>						<b>\$2,360.00</b>	<b>\$2,360.00</b>	<b>\$0.00</b>	
<b>Thoutt Bros. Concrete</b>									
Pay App 5	5/31/19	Yes	6/17/19	1282	Landscape Flat Work	\$48,320.69	\$48,320.69	\$0.00	
Pay App 6	6/30/19	Yes	7/15/19	1300	Landscape Flat Work	\$119,304.90	\$119,304.90	\$0.00	
<b>Subtotal Thoutt Bros. Concrete</b>						<b>\$167,625.59</b>	<b>\$167,625.59</b>	<b>\$0.00</b>	
<b>XCEL Energy</b>									
632520380	4/2/19	Yes	6/17/19	1283	HUB Gas and Electric	\$82.34	\$82.34	\$0.00	
630569885	3/18/19	Yes	6/17/19	1283	HUB Gas and Electric	\$381.04	\$0.00	\$381.04	Not paid
640617974	6/4/19	Yes	6/17/19	1283	HUB Gas and Electric; Monument Electric	\$2,133.39	\$2,133.39	\$0.00	
644315764	7/2/19	Yes	7/15/19	1301	HUB Gas and Electric; Monument Electric	\$2,027.97	\$2,027.97	\$0.00	
<b>Subtotal XCEL Energy</b>						<b>\$4,624.74</b>	<b>\$4,243.70</b>	<b>\$381.04</b>	
<b>YMCA of Metropolitan Denver</b>									
6101953	6/10/19	Yes	6/17/19	1284	Hub Management Fee	\$2,648.07	\$2,648.07	\$0.00	
<b>Subtotal YMCA of Metropolitan Denver</b>						<b>\$2,648.07</b>	<b>\$2,648.07</b>	<b>\$0.00</b>	
<b>Subtotal Invoices Paid by the Denver Connection West Metropolitan District</b>						<b>\$428,057.83</b>	<b>\$427,668.60</b>	<b>\$389.23</b>	



## Attachment C

**Denver Connection West Metropolitan District  
Engineer's Summary for Cost Certification 18**

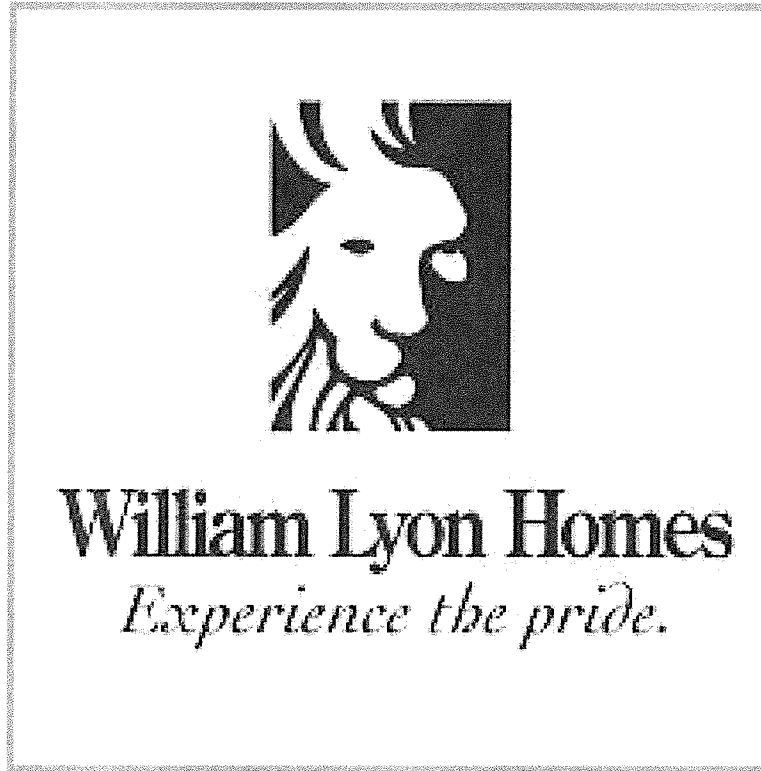
Invoice ID	Invoice Date	Invoice Provided	Check Date	Check No.	Description	Invoiced Amount	District Eligible Expenses	Non-Eligible Expenses	Notes
<b>TOTAL</b>						<b>\$928,558.25</b>	<b>\$895,219.20</b>	<b>\$33,339.05</b>	

**Summary of Infrastructure Acquisitions**

IA No.						Invoiced Amount	District Eligible Expenses	Non-Eligible Expenses	Notes
<b>Invoices Paid by William Lyon Homes</b>									
Cost Certification #1						\$2,425,678.59	\$2,238,416.10	\$187,262.49	
Cost Certification #2						\$6,765,241.72	\$5,135,399.18	\$1,629,842.54	
Cost Certification #3						\$1,969,137.63	\$1,453,582.43	\$515,555.20	
Cost Certification #4						\$1,387,710.08	\$1,018,498.02	\$369,212.06	
Cost Certification #5						\$1,634,650.16	\$1,529,019.85	\$105,630.31	
Cost Certification #6						\$2,421,444.07	\$1,891,252.48	\$530,191.59	
Cost Certification #7						\$1,138,336.65	\$939,036.41	\$199,300.24	
Cost Certification #8						\$956,478.26	\$809,628.31	\$146,849.95	
Cost Certification #9						\$822,652.66	\$662,283.45	\$160,369.21	
Cost Certification #10						\$117,022.40	\$110,761.05	\$6,261.35	
Cost Certification #11						\$865,993.45	\$639,021.44	\$226,972.01	
Cost Certification #12						\$1,727,849.30	\$1,617,123.47	\$109,946.43	
Cost Certification #13						\$176,615.72	\$118,677.19	\$57,938.53	
Cost Certification #14						\$645,798.72	\$629,015.12	\$16,378.80	
Cost Certification #15						\$62,033.86	\$38,403.86	\$23,630.00	
Cost Certification #16						\$33,790.59	\$16,111.52	\$17,679.07	
Cost Certification #17						\$120,106.23	\$85,788.22	\$34,318.01	
Cost Certification #18						\$500,500.42	\$467,550.60	\$32,949.82	
<b>Subtotal Invoices Paid by William Lyon Homes</b>						<b>\$23,771,040.51</b>	<b>\$19,399,568.71</b>	<b>\$4,370,287.60</b>	
<b>Invoices Paid by the Denver Connection West Metropolitan District</b>									
Cost Certification #7						\$272,414.28	\$272,413.73	\$0.55	
Cost Certification #8						\$523,087.93	\$516,600.15	\$6,487.78	
Cost Certification #9						\$2,611,690.14	\$2,606,201.38	\$5,488.76	
Cost Certification #10						\$984,658.47	\$983,753.38	\$905.09	
Cost Certification #11						\$442,921.54	\$441,985.67	\$935.87	
Cost Certification #12						\$543,596.34	\$542,523.65	\$1,072.69	
Cost Certification #13						\$415,724.80	\$413,842.22	\$1,882.58	
Cost Certification #14						\$340,921.49	\$336,849.07	\$4,072.42	
Cost Certification #15						\$246,775.22	\$242,451.32	\$4,323.90	
Cost Certification #16						\$124,123.61	\$122,692.58	\$1,431.03	
Cost Certification #17						\$201,846.38	\$201,846.38	\$0.00	
Cost Certification #18						\$428,057.83	\$427,668.60	\$389.23	
<b>Subtotal Invoices Paid by the Denver Connection West Metropolitan District</b>						<b>\$6,381,790.21</b>	<b>\$6,356,620.57</b>	<b>\$25,169.64</b>	
<b>TOTAL</b>						<b>\$30,152,830.72</b>	<b>\$25,756,189.28</b>	<b>\$4,395,457.24</b>	

## Denver HUB - Security Modifications

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: 08/18/2019

Revision: 0

**Project/Quote ID:** WILLI-DENVE-0003

## Scope of Work

1. Replace existing camera for the hot tub with a new 4-in-1 camera (4 lenses looking in 4 directions, in one camera). credit given for existing panoramic camera
2. Add PIN Card reader to the West Gate
3. Replace existing door hardware trim on the interior gates with new mechanical PIN door handles.

Clubhouse Area		Unit Cost	Total Cost
<b>Surveillance</b>			
1	<b>Axis P3717-PLE</b> 8-megapixel fixed camera with four varifocal lenses that enable panoramic overview and detailed surveillance. With one IP address & network cable, PoE support, Exterior rated, the four-camera-in-one unit is a flexible, cost-effective solution for general surveillance with IR & remote focus/zoom	\$1,444.58	\$1,582.49
1	<b>ETG Systems Credit</b> Credit for replaced camera	(\$346.88)	(\$346.88)
1	<b>ETG Systems ETG CCTV Technician</b> ETG Technician - Install CCTV Cameras	\$0.00	\$330.96
Surveillance Total:			\$1,566.57
Clubhouse Area Total:			<b>\$1,566.57</b>

Gates		Unit Cost	Total Cost
<b>Access Control</b>			
3	<b>DAC Industries 6400-DAC</b> Mechanical Combination lock for DAC Panic Hardware, 0-9 PIN Pad	\$399.00	\$1,197.00
1	<b>ETG Systems ETG Technician</b> ETG Technician to install PIN pad on Gates	\$453.33	\$882.58
1	<b>HID Gasket RK40 IP65</b> Required on exterior locations	\$16.46	\$16.46
1	<b>HID RPK40</b> HID multiCLASS SE combination card reader & keypad, wall switch size. Designed for door applications requiring standard wall switch mounting. Supports keypad input and a variety of high frequency ISO 15693, ISO 14443A/B and low frequency 125kHz credential technologies.	\$384.10	\$457.10
Access Control Total:			\$2,553.14
Gates Total:			\$2,553.14
Project Subtotal:			\$4,119.71

Price Includes Accessories

Presented By: ETG Systems, Inc

Project Name: Denver HUB - Security Modifications

Project No: W111 LDENVE.0003

8/18/2019

Page 3 of 4

## Project Summary

---

**Total Installation Price:** \$4,119.71

**Sales Tax:** \$185.87

---

**Grand Total:** \$4,305.58

---

**Client:** Nathan Skrdla

---

**Date**

---

**Contractor:** ETG Systems, Inc

---

**Date**

**DENVER CONNECTION WEST METROPOLITAN DISTRICT**

**AMENDED AND RESTATED  
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 \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**DENVER CONNECTION WEST  
METROPOLITAN DISTRICT**

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

Attest:

\_\_\_\_\_  
Secretary

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

**TABLE OF CONTENTS**

	PAGE	
<b>ARTICLE I. HUB RULES AND REGULATIONS .....</b>	<b>1</b>	<b>Field Code Changed</b>
A. RESERVING THE HUB BY DISTRICT MEMBERS .....	1	Field Code Changed
B. RESERVING THE HUB BY NON-DISTRICT MEMBERS .....	2	Field Code Changed
C. PROCEDURES DURING THE EVENT .....	2	Field Code Changed
D. PROCEDURES FOLLOWING THE EVENT .....	3	Field Code Changed
E. GENERAL RULES .....	4	Field Code Changed
<b>ARTICLE II. SWIMMING POOL/SPA RULES AND REGULATIONS.....</b>	<b>5</b>	<b>Field Code Changed</b>
A. GENERAL INFORMATION .....	5	Field Code Changed
B. GENERAL OPERATION RULES AND PROCEDURES .....	6	Field Code Changed
C. POOL RULES .....	6	Field Code Changed
D. SPA RULES .....	7	Field Code Changed
E. KIDDIE POOL RULES .....	8	Field Code Changed
F. POOL CODE OF CONDUCT .....	8	Field Code Changed
<b>ARTICLE III. PARKS AND OPEN SPACE .....</b>	<b>9</b>	<b>Field Code Changed</b>
<b>ARTICLE IV. CODE OF CONDUCT .....</b>	<b>9</b>	<b>Field Code Changed</b>
EXHIBIT A – Schedule of Fees		
EXHIBIT B – HUB Use or Rental Agreement		
EXHIBIT C – HUB Use Instructions		

## DENVER CONNECTION WEST METROPOLITAN DISTRICT

### RULES AND REGULATIONS INTRODUCTION

These Rules and Regulations have been adopted by the Board of Directors (“**Board**”) of Denver Connection West Metropolitan District (the “**District**”) in order to set forth standards for the use and operation of the 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 all owners of real property, and residents, within the District boundaries (“**District Members**”) and non-property owners/non-residents of the District (“**Non-District Members**”, individually each a “**Member**” and collectively, the “**Members**”) for private social functions as provided for in these Rules and Regulations. 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.

The HUB and its daily operations, such as rentals and key card distribution, are managed by:

Denver Connection West MD  
Giovanni Forrest, Program Director  
303-736-2482  
[gforrest@denverymca.org](mailto:gforrest@denverymca.org)  
c/o YMCA @ the HUB  
4746 Jasper Street  
Denver, CO 80239

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

1. An application for a reservation can be requested by a Member by contacting Giovanni Forrest at The HUB at 303-736-2482 or [gforrest@denverymca.org](mailto:gforrest@denverymca.org). Applications for a reservation, in the form of a “**HUB Reservation Agreement**”, 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 and an inspection fee of \$25 are required. See Fee Schedule for additional fees that may apply. The deposit and inspection fee ~~may~~must be paid via credit card or electronic funds—~~Both payments should be made payable to Denver Connection West Metropolitan District.~~

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

Formatted: Indent: First line: 0", Outline numbered + Level: 1 + Numbering Style: I, II, III, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0", Tab stops: Not at 0.25"

Formatted: Outline numbered + Level: 2 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0", Tab stops: Not at 0.5" + 0.55"

Formatted: Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Tab after: 1.5" + Indent at: 0", Tab stops: 1.5", Left + Not at 0.5" + 1"

Formatted: Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Tab after: 1.5" + Indent at: 0", Tab stops: 1.5", Left



3. A pin number for access to The HUB will be provided once the reservation is confirmed.

4. Damage and cleaning deposit will be returned ~~refunded~~ by mail after the key is returned and the HUB has been inspected by an authorized representative of the District (a **"District Representative"**) and the facility is deemed acceptable. 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(3) 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 \$25 for the facility inspection fee. Fees ~~can~~ must be paid via credit card. A fourth payment would be required for the Tenant Users Liability Policy if alcohol will be served. Should the Non-District Member choose to pay via check, the payment 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 Non-District Member 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 Member reserving the HUB must be in attendance at all times during the event. The Member is responsible for the conduct of all guests.

3. If alcohol will be provided at an event, the Member is required to provide a Certificate of Insurance for Host Liquor Liability Insurance. If unable to obtain, the Member shall contact Giovanni Forrest at The HUB at 303-736-2482 or [gforrest@denverymca.org](mailto:gforrest@denverymca.org).

Formatted: Outline numbered + Level: 2 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0", Tab stops: Not at 0.5" + 0.55"

Formatted: Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Tab after: 1.5" + Indent at: 0", Tab stops: 1.5", Left + Not at 0.5" + 1"

Formatted: Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Tab after: 1.5" + Indent at: 0", Tab stops: 1.5", Left

Commented [SDU1]: Making payments be through credit card

Formatted: Outline numbered + Level: 2 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0", Tab stops: Not at 0.5" + 0.55"

Formatted: Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Tab after: 1.5" + Indent at: 0", Tab stops: 1.5", Left + Not at 0.5" + 1"

Formatted: Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Tab after: 1.5" + Indent at: 0", Tab stops: 1.5", Left

4. 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.

5. The swimming pool, swimming pool deck area and spa cannot be reserved as part of the HUB function. Swimming suits or wet clothing ~~is~~are not allowed at any time in the HUB.

6. Under no circumstances shall alcoholic beverages be sold at events.

7. No food is allowed on the sofas or soft seating to prevent damage to the fabric.

8. Trash bags are provided, and all trash is to be removed from the HUB and placed in the outside trash receptacle.

9. No pets, with the exception of Service Animals, are permitted in the HUB.

10. No smoking, vaping, chewing tobacco, drugs (legal or illegal), or cannabis is permitted within the HUB.

11. Doors and windows are to be kept closed when the heat or air conditioning is in use.

12. No helium balloons are permitted in The HUB.

13. No confetti is permitted in The HUB or in the deck area.

14. 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 to the walls. "Duct" tape or other type of sticky tape that might damage the finish of the walls, etc. is prohibited.

**Commented [SDU2]:** This is to clarify where the tape can be used. I have a homeowner saying she wasn't in violation of putting things on the windows because of this sentence

#### D. PROCEDURES FOLLOWING THE EVENT

1. Cleaning the HUB is the responsibility of the Member and shall be completed no later than the date and time indicated in the HUB Reservation Agreement. The 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 seven (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.

**Formatted:** Outline numbered + Level: 2 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0", Tab stops: Not at 0.5" + 0.55"

**Formatted:** Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Tab after: 1.5" + Indent at: 0", Tab stops: 1.5", Left + Not at 0.5" + 1"

2. The Member reserving the HUB is responsible for payment or replacement cost for all items damaged or lost as a result of, or occasioned by the Member's use of the property.

**Formatted:** Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Tab after: 1.5" + Indent at: 0", Tab stops: 1.5", Left

3. It is the responsibility of the Board of Directors to ensure 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:

(a) History of negligence concerning District Facilities rules, regulations, policies, or procedures.

(b) More than 2 quarters delinquent in Operations and Maintenance Fees.

(c) Resident of any lot that has received a third offense or more in the covenant enforcement process.

(d) Other reasons deemed substantial by the Board of Directors.

3. ~~The Board of Directors~~ The District Manager of the Denver Connection West Metropolitan District and District Manager of same are is 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. Only one reservation per day will be considered.

6. Maximum occupancy inside the HUB is 90 persons.

7. Surveillance cameras are in use at all times.

8. 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.

9. Waivers of liability are required for all Members using the HUB facility.

10. One key card will be issued per household/membership.

11. The HUB will not be available for reservations on the following holidays:

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

**Formatted:** Outline numbered + Level: 2 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0", Tab stops: Not at 0.5" + 0.55"

**Formatted:** Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Tab after: 1.5" + Indent at: 0", Tab stops: 1.5", Left + Not at 0.5" + 1"

**Formatted:** Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Tab after: 1.5" + Indent at: 0", Tab stops: 1.5", Left

**Formatted:** Outline numbered + Level: 4 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 1.5" + Tab after: 2" + Indent at: 0", Tab stops: 2", Left + Not at 0.5" + 1.25"

**Formatted:** Outline numbered + Level: 4 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 1.5" + Tab after: 2" + Indent at: 0", Tab stops: 2", Left

**Formatted:** Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Tab after: 1.5" + Indent at: 0", Tab stops: 1.5", Left + Not at 0.5" + 1"

**Commented [SDU3]:** I don't think the Board needs to get this if SDMS has it

**Formatted:** Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Tab after: 1.5" + Indent at: 0", Tab stops: 1.5", Left

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

12. 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.

**Formatted:** Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Tab after: 1.5" + Indent at: 0", Tab stops: 1.5", Left

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

### **A. GENERAL INFORMATION**

The District welcomes Members and guests to the swimming pool/spa (the "Pool"). These Rules and Regulations will provide for a more enjoyable experience while visiting the Pool.

Membership Eligibility: All District Members, and Non-District Members who have paid a fee for membership as set forth in these Rules and Regulations are Members.

#### **1. Membership Keys.**

(a) The Pool facilities main gate will be locked at all times. One gate key will be issued per membership by a District Representative. The gate key must not be duplicated. In the event a gate key is lost, there is a \$50 charge for a replacement key. Subsequent losses will result in a \$50 charge for each replacement key.

**Formatted:** Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Tab after: 1.5" + Indent at: 0", Tab stops: 1.5", Left + Not at 0.5" + 1"

**Formatted:** Outline numbered + Level: 4 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 1.5" + Tab after: 2" + Indent at: 0", Tab stops: 2", Left + Not at 0.5" + 1.25"

(b) Membership keys must be returned when property is sold. A Member who sells their property and is under contract for another property within the District may be eligible to retain membership during this period. Contact the YMCA Program Director for further details.

**Formatted:** Outline numbered + Level: 4 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 1.5" + Tab after: 2" + Indent at: 0", Tab stops: 2", Left

(c) Membership keys issued to Non-District Members are good for the period of one year and must be renewed on an annual basis or returned.

2. Children at the Pool: **THERE IS NO LIFEGUARD AT THE POOL/SPA.** Members are reminded that parents are responsible for the *behavior and safety* of their children. Children (12 years of age and younger) must be supervised at all times by a guardian who is at least 15-16 years or older. Neither the District, the YMCA Program Director nor staff assumes or accepts responsibility for supervision of children.

**Formatted:** Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Tab after: 1.5" + Indent at: 0", Tab stops: 1.5", Left + Not at 0.5" + 1"

3. Guests at the Pool/Spa must be accompanied by a Member in good standing. Members are responsible for their guest's actions, including but not limited to, any damage to the Pool. In general, each Member is limited to no more than four (4) guests per day. All guests must be accompanied by their Member host at all times when using the pool. Organized parties with large numbers of guests, whether Members or Non-Members, are not permitted to ensure the enjoyment of other members. This includes but is not limited to large gatherings at the pool, spa and/or grill area.

Formatted: Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Tab after: 1.5" + Indent at: 0", Tab stops: 1.5", Left

4. Limitations on Use: The Pool may not be used to conduct any activity, program or other event for profit by any Members, business or other person.

## B. GENERAL OPERATION RULES AND PROCEDURES

1. The District has contracted with MSI, LLCSDMS, Inc. ("Management Company") for the administration and operation oversight of the Pool/Spa. Any inquiries pertaining to the operation and/or management of the Pool/Spa should be directed to:

Formatted: Outline numbered + Level: 2 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0", Tab stops: Not at 0.5" + 0.55"

Formatted: Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Tab after: 1.5" + Indent at: 0", Tab stops: 1.5", Left + Not at 0.5" + 1"

Denver Connection West MD  
C/O MSI, LLCSDMS  
11002 Benton St. 141 Union Blvd. Ste 150  
Westminster Lakewood, CO 8002080228  
Phone: Jwalker@msiha.com pripko@sdmsi.com  
Email: 303-987-0835 303-420-4433

2. The Pool/Spa will be open from 8:00 a.m. to 9:00 p.m. daily. Entering the Pool facilities during closed hours will subject the Member to a warning or suspension of Pool privileges. Entering the pool before or after hours without District approval is considered trespassing.

Formatted: Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Tab after: 1.5" + Indent at: 0", Tab stops: 1.5", Left

3. The Pool/Spa will open Memorial Day weekend and close on Labor Day weekend. Opening and closing dates may vary each year, depending on weather.

4. No animals will be allowed with exception of trained service dogs in the Pool/Spa fenced area.

5. The District is not responsible for lost or stolen articles.

6. The District is not responsible for any accident occurring on property owned and operated by the District.

## C. POOL RULES

The following are rules and regulations for specific areas of the Pool. Additional rules and regulations may also be posted in specific areas. The District has implemented these rules and will in all cases seek Pool user cooperation in abiding by these rules to ensure the safety of all Pool users. It is impossible to list every rule and standard, so it must be understood that a District Representative is empowered to make decisions, make judgment calls and enforce rules in an effort to prevent accidents.

Formatted: Outline numbered + Level: 2 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0", Tab stops: Not at 0.5" + 0.55"

1. A District Representative shall have jurisdiction over rule enforcement based on potential and preventable hazards and accidents. Appeals of any such enforcement may be made to the Board of Directors.

**Formatted:** Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Tab after: 1.5" + Indent at: 0", Tab stops: 1.5", Left + Not at 0.5" + 1"

2. No running is allowed within the fenced pool area or other wet/slippery areas.

**Formatted:** Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Tab after: 1.5" + Indent at: 0", Tab stops: 1.5", Left

3. Food and drinks, with the exception of alcohol, will be allowed on the pool deck area. Glass bottles and containers are not allowed in any area at the Pool. Alcohol is not permitted in the Pool, Spa or on the Pool deck.

4. Proper swimming attire must be worn by all swimmers. No cut off pants are allowed. All children under 3 years must wear approved swim diapers in the pool.

5. No spitting while in the Pool, Spa, or on the Pool deck.

6. No flips, twists, cannonballs, can openers, back dives, back jumps or any other unsafe entry into the water will be allowed from the side of the Pool.

7. Diving into the Pool is prohibited at all times.

8. Showers are recommended before entering the Pool in accordance with Colorado State law.

9. Inflatable beach balls, flotation devices and other items designed for community swimming pools are allowed. Swimming pool play items should not interfere with the use or enjoyment of the Pool by others.

**Commented [SDU4]:** I think this covers what we need it to cover- thoughts?

10. Smoking is not allowed within the Pool fenced area.

11. Children (under 12) must be supervised at all times by a guardian over the age of ~~15~~16.

12. Members are not to attempt to reserve chairs or tables by leaving personal items on the chairs unless they expect to return promptly. Tables or chairs reserved for more than 30 minutes without being used can be used by another patron.

13. During inclement weather, use reasonable caution. If lightning is apparent, please vacate the pool immediately.

14. All pool cards will be deactivated at the end of each pool season.

#### D. SPA RULES

1. No children under the age of 12 are permitted in the Spa unless accompanied by a guardian over the age of ~~15~~16.

**Formatted:** Outline numbered + Level: 2 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0", Tab stops: Not at 0.5" + 0.55"

**Formatted:** Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Tab after: 1.5" + Indent at: 0", Tab stops: 1.5", Left + Not at 0.5" + 1"

2. Proper swimming attire must be worn by all swimmers. No cut off pants are allowed. All children under 3 years must wear approved swim diapers.

**Formatted:** Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Tab after: 1.5" + Indent at: 0", Tab stops: 1.5", Left

3. Shower before using the Spa.
4. No alcohol, beverages, or food are permitted in the Spa.
5. No smoking in the Spa.

**SAFETY ADVISORY:** Members and guests with heart disease, diabetes, high or low blood pressure or any serious illness, and pregnant women should not enter the Spa without prior consultation with their physician. People with skin, ear, genital or other body infections, open sores or wounds, should not use the Spa due to the possibility of spreading infection. Do not allow the Spa's water temperature to exceed 104 degrees Fahrenheit (40 degrees Celsius). Do not soak for more than 15 minutes at one sitting in 104-degree Fahrenheit (40 degree Celsius) water. Do not use the Spa alone or while consuming alcoholic beverages or during/after using over-the-counter or prescribed medications that may cause sleepiness, drowsiness, or raise or lower blood pressure. Do not use the Spa while under the influence of medication or immediately after consuming a heavy meal. Illegal drug use is strictly prohibited. Enter the Spa slowly and cautiously.

#### E. KIDDIE POOL RULES

1. No children over the age of five (5) are permitted in the Kiddie Pool.
2. Proper swimming attire must be worn by all swimmers. All children under three (3) years of age must wear approved swim diapers.

#### F. POOL CODE OF CONDUCT

Disorderly conduct will result in immediate disciplinary action. Such discipline may include a minimum of one (1) month's suspension 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 Pool will be mandatory. 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 the Pool or on District property;
3. Running or speed walking
4. Climbing on wall separating the main pool from the kiddie pool
5. Loud music
6. Climbing over the fence surrounding the facility
7. Possession or consumption of alcoholic beverages while utilizing the Spa;

Formatted: Outline numbered + Level: 2 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0", Tab stops: Not at 0.5" + 0.55"

Formatted: Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Tab after: 1.5" + Indent at: 0", Tab stops: 1.5", Left + Not at 0.5" + 1"

Formatted: Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Tab after: 1.5" + Indent at: 0", Tab stops: 1.5", Left

Formatted: Outline numbered + Level: 2 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0", Tab stops: Not at 0.5" + 0.55"

Formatted: Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Tab after: 1.5" + Indent at: 0", Tab stops: 1.5", Left + Not at 0.5" + 1"

Formatted: Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Tab after: 1.5" + Indent at: 0", Tab stops: 1.5", Left

8. No smoking, vaping, chewing tobacco, drugs (legal or illegal), or cannabis is permitted within the HUB.

9. Unacceptable loitering within the Pool or on District property or any District Facilities deemed to be destructive or offensive;

10. Dress code violations posted for the Pool facilities;

11. Failing to obey any directive given by a District Representative in accordance with these Rules and Regulations;

12. Theft or attempt to remove equipment or items belonging to the District, its Members or guests;

13. Damage or vandalism to Pool equipment or facilities;

14. Failure to obey posted safety rules;

15. Committing illegal or criminal acts in violation of state, local, or federal laws or regulations;

16. Actions or activities that are not respectful of the well-being of other persons and/or property.

### **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 (1) month's suspension of use of the District Facilities at the Board's discretion. If a District Representative deems it necessary to involve law enforcement authorities, a minimum suspension of thirty (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;

Formatted: Indent: First line: 0", Outline numbered + Level: 1 + Numbering Style: I, II, III, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0", Tab stops: Not at 0.25"

Formatted: Outline numbered + Level: 1 + Numbering Style: I, II, III, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0", Tab stops: Not at 0.25"

Formatted: Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Tab after: 1.5" + Indent at: 0", Tab stops: 1.5", Left + Not at 0.5" + 1"

Formatted: Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Tab after: 1.5" + Indent at: 0", Tab stops: 1.5", Left



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;

9. Damage or vandalism to HUB or Pool equipment or facilities;

10. Failure to obey posted safety rules;

11. Committing illegal or criminal acts in violation of state, local, or federal laws or regulations;

12. 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 for District Members as follows:

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

\$25 per event – Non-refundable Facility Inspection Fee\*

\$100 per event – Tenant Usage Liability Insurance Policy (TULIP) Fee. Contact District Representative for additional information.\*

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

Fees shall be assessed for Non-District Members as follows:

\$2,550.00 per year - Household membership\*

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

\$25 per event – Non-refundable Facility Inspection fee\*

\$100 per event – Tenant Usage Liability Insurance Policy (TULIP) Fee. Contact District Representative for additional information.\*

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

\* To be paid in certified funds or credit card

## EXHIBIT B

### DENVER CONNECTION WEST METROPOLITAN DISTRICT

#### HUB USE OR RENTAL AGREEMENT

This HUB Use or Rental Agreement (the "Agreement") is made and entered into by and between the Denver Connection West Metropolitan District (the "District") and the Member 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:

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

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? \_\_\_\_\_

***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 \$25 per event. The fee for Tenant Users Liability Insurance Protection ("TULIP") is \$100 per event. The Member 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 Member's use of the HUB and HUB property.

For Non-District Members, the annual membership fee of \$2,550.00 (or proof of prior payment), a \$300 damage and cleaning Deposit, a \$25 facility inspection fee and a \$100 Tenant Users Liability Insurance Protection ("TULIP") fee per event 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 Non-District Member 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 Non-District Member's use of the HUB and HUB property.

The Member 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.

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.

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 Member \_\_\_\_\_ 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.

**Formatted:** Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Tab after: 1.5" + Indent at: 0", Tab stops: 1.5", Left

2. There are three (3) thermostats in the HUB. They are to be set at 74 degrees for Cool and 68 degrees 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 (1) light switch to the right of the front door.

**Formatted:** Outline numbered + Level: 4 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 1.5" + Tab after: 2" + Indent at: 0", Tab stops: 2", Left + Not at 0.5" + 1.25"

(b) The fan is controlled by a switch behind the left door.

**Formatted:** Outline numbered + Level: 4 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 1.5" + Tab after: 2" + Indent at: 0", Tab stops: 2", Left

(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 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.

**Formatted:** Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Tab after: 1.5" + Indent at: 0", Tab stops: 1.5", Left + Not at 0.5" + 1"

5. The lights in the Men's & Women's restrooms work automatically by turning on when one enters and, after one leaves, they will automatically shut off after a time delay.

**Formatted:** Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Tab after: 1.5" + Indent at: 0", Tab stops: 1.5", Left

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

1. All trash must be removed at the end of your event.

**Formatted:** Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Tab after: 1.5" + Indent at: 0", Tab stops: 1.5", Left + Not at 0.5" + 1"

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.

**Formatted:** Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Tab after: 1.5" + Indent at: 0", Tab stops: 1.5", Left

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.

8. Upon leaving The HUB, the door must be locked, and security system set by pushing “pound (#) and the number “2”).

9. Check that the door will not open – even when locked the handle will turn.

## Robin Navant

---

**From:** Peggy Ripko  
**Sent:** Wednesday, August 14, 2019 9:29 AM  
**To:** Robin Navant  
**Subject:** FW: Spa

Here you go for the packet.

*Peggy Ripko, CAM*  
Community Management Division Manager  
Special District Management Services, Inc.  
141 Union Boulevard, Suite 150  
Lakewood, CO 80228-1898  
[pripko@sdmsi.com](mailto:pripko@sdmsi.com)  
Phone: 303-987-0835 ext 210

*The information contained in this electronic communication and any document attached hereto or transmitted herewith is confidential and intended for the exclusive use of the individual or entity named above. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any examination, use, dissemination, distribution or copying of this communication or any part thereof is strictly prohibited. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy this communication. Thank you.*

---

**From:** Tracy Wiske <[tracy@apoolman.com](mailto:tracy@apoolman.com)>  
**Sent:** Friday, August 9, 2019 2:34 PM  
**To:** Peggy Ripko <[pripko@sdmsi.com](mailto:pripko@sdmsi.com)>; 'Brian APM' <[brian@apoolman.com](mailto:brian@apoolman.com)>  
**Cc:** [john@apoolman.com](mailto:john@apoolman.com)  
**Subject:** RE: Spa

Hi Peggy –

Per Brian, here are the costs to keep the spa open during the off-season:

Sept – May  
5 days/week service  
Maintenance: \$2,000/month x 9 months = \$18,000  
Chemicals: \$490/month x 9 months = \$4,410

Thank you,  
Tracy Wiske  
Office Manager  
Absolute Pool Management  
10650 Irma Drive, #2  
Northglenn, CO 80233  
Office: 303-495-2600  
Fax: 303-495-2569  
Email: [tracy@apoolman.com](mailto:tracy@apoolman.com)

## **Denver Connection West Pool Hours Survey Results**

The following are the responses received from homeowners after including the request below in the weekly e-mail blast.

Pool hours- Homeowners at the last Board meeting asked about keeping the pool open later. We wanted to get homeowner feedback to see if this is something the homeowners would be interested in! Let me know your thoughts!

**Note:** All responses below are cut and pasted from the emails I received; all typos are theirs!

### **In support of:**

1. My vote is to keep the pool open later. Gives the adults a chance to enjoy the pool without so many little kids splashing around.
2. I would be interested in extending pool times and dates. Thanks for the consideration esp since I have not officially made it to enjoy the pool yet.
3. we vote yes for pool open later
4. Yes for having later pool hours
5. I agree let's keep the pool open late at least on Saturdays. How about till 11pm
6. Yes!!!! Would love the pool to close around 11:00pm. For those who work long hours 🙏❤️
7. I would be in favor for the pool be opened later
8. Having the pool open late for the grown ups will be great.
9. Yes on the later pool hours, especially on the hot tub. When its 90-100 out no one wants to use it, later in the evening when it cools off it is nice to sit in them.
10. I am IN FAVOR of extending the pool hours!!
11. I think it would be great to keep the pool open later and extend the closing day past Labor Day weekend.
12. Yes, I would like later pool hours until 11pm if possible
13. I agree the pool should be open later. Example I work later hours and can never utilize the pool or hot tub.
14. I would love it the pool would stay open later!
15. I like the idea of extending the pool hours!!!
16. Yes, a later pool closure time would be great!
17. I wouldn't mind seeing the pool open later, but I'd like to see some 21+ hours. I walked by one evening and the amount of children was more than I willing to deal with.
18. Yes, keep the pool open later.
19. We would be interested in the pool being open later.
20. We'd love to see the pool open later too!
21. I'd like the pool to be open later.
22. Yes, I would like to see the pool stay open later.
23. I approved of a later closing.



24. I am ABSOLUTELY for the hot tub staying open after 9pm. I think with Colorado weather it will be utilized much MORE after 9pm, especially during summer hours. Thanks!
25. It would be great to have the pool open late , so we can enjoy the weather since we just have Cough weeks left before u guys close it
26. It would be great if the pool could stay open later!
27. Keep the pool open later!
28. We agree on extending some pool hours. At least for the weekend may be a good idea to extend those hours. It's something I have been looking to reach out to someone so it's great that you sent this out. Thursday, Friday, and Saturday would be great days to extend the hours. Hope to hear back soon about the results.
29. I think that the pool should stay open longer, and later hours. For example, during the week 10:00, Friday-Sunday till 11:00. That way during the weekend we can take advantage of the grills and fire pit longer

**Not in support of:**

1. No to keeping pool open later. With all the issues with broken glass I think the later it's open the less supervision and the more problems.
2. Greetings: my 2 cents on the pool staying open later is that nothing good can come from this, this would mean more supervision, more maintenance more "accidents". I believe 9 is a perfect time to close and can just imagine the issues that will arise if access is granted past descent hours.

**Other:**

1. I would like the pool to be open *earlier*. That way I could swim before I go to work.



**Special District Management Services, Inc.**

141 Union Boulevard, Suite 150  
Lakewood, CO 80228-1898  
303-987-0835 • Fax: 303-987-2032  
[www.sdmsi.com](http://www.sdmsi.com)

**M E M O R A N D U M**

To: Denver Connection West Board of Directors

From: Peggy Ripko  
Community Manager  
Special District Management Services, Inc.

Date: August 27, 2019

Subject: Community Management Report

Below is a brief overview of community management tasks completed by SDMS at the direction of the Board of Directors or its representative(s) during the month of July & August, 2019.

1. The HUB & Pool
  - a. Respond to calls and/or e-mails from security company regarding people in the pool.
  - b. After hours call regarding HUB access for rental. Unlock and lock doors remotely.
  - c. Confirm TULIP use with Ms. Forrest.
  - d. Respond to glass in pool incident, including checking video cameras, contacting pool company regarding pool and hot tub cleaning.
  - e. Review security footage and draft overview regarding prior security company.
2. Contract Management
  - a. Updating of pool security as needed, including confirming additional hours and following up regarding missing shifts.
  - b. Coordinate and attend meeting with all HUB and pool contractors to ensure efficient communication.
  - c. Many phone conferences with pool contractor.
3. Rules and regulations/Enforcement
  - a. Confirm enforcement in townhome area.
  - b. Finalize rules and regulations and distribute.
  - c. Conduct inspection; send out e-mail notices to homeowners as needed.
  - d. Review rules and regulations; coordinate with DRC for comments.
  - e. Coordinate DRC process with committee

4. Meetings

- a. HUB punch walk meeting
- b. Meeting with prior security company regarding issues
- c. HUB Contractor meetings

5. Website

- a. Finalize website items

6. General Communication

- a. E-mails and phone calls from owners as needed.
- b. Weekly e-mail blasts

NOTE: I have had a lot of good feedback regarding these!