

DENVER CONNECTION WEST METROPOLITAN DISTRICT

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Lakewood, Colorado 80228-1898
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NOTICE OF A SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Marc Robson	President	2023/May 2023
Rafael Martinez	Treasurer	2023/May 2023
Tina Woodard	Assistant Secretary	2023/May 2023
Craig Wagner	Assistant Secretary	2022/May 2022
Shawn Hambleton	Assistant Secretary	2022/May 2022
Peggy Ripko	Secretary	

DATE: November 24, 2020

TIME: 6:00 P.M.

LOCATION: DUE TO CONCERNS REGARDING THE SPREAD OF THE CORONAVIRUS (COVID-19) AND THE BENEFITS TO THE CONTROL OF THE SPREAD OF THE VIRUS BY LIMITING IN-PERSON CONTACT, THIS DISTRICT BOARD MEETING WILL BE HELD BY TELECONFERENCE WITHOUT ANY INDIVIDUALS (NEITHER DISTRICT REPRESENTATIVES NOR THE GENERAL PUBLIC) ATTENDING IN PERSON. IF YOU WOULD LIKE TO ATTEND THIS MEETING, PLEASE SEE BELOW, THE FOLLOWING ZOOM INFORMATION:

Join Zoom Meeting

<https://us02web.zoom.us/j/82041615024?pwd=K1lLbU90V3RjRnNzOHlzQlo0ZGQyQT09>

Meeting ID: **820 4161 5024**

Passcode: **772794**

Call In: 1-253-215-8782

I. ADMINISTRATIVE MATTERS

A. Present Conflict Disclosures and confirm quorum.

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

- C. Consider Regular Meeting dates for 2021 (suggested dates are February 23, 2021, May 25, 2021, August 24, 2021 and November 23, 2021 at 6:00 p.m.). Review and consider approval of Resolution No. 2020-11-___; Resolution Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices (enclosure).
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- D. Discuss §32-1-809, C.R.S., Transparency Notice reporting requirements and mode of eligible elector notification (2021 SDA Website).
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II. PUBLIC COMMENTS

- A. _____

III. CONSENT AGENDA

- Review and approve Minutes of the August 25, 2020 Special Meeting (enclosure).
 - Ratify approval of Notice of Contact Close-Out for Final Acceptance of retaining walls with Slaton Bros, Inc.
 - Acknowledge the resignation of Ron Papsdorf from the Denver Connection West Design Review Committee.
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IV. FINANCIAL MATTERS

- A. Review and consider ratification of payment of claims as follows (enclosures):

Fund	Period Ending Aug. 25, 2020	Period Ending Sept. 28, 2020	Period Ending Oct. 28, 2020
General	\$ 24,640.70	\$ 13,462.83	\$ 33,879.69
Debt	\$ -0-	\$ 5,500.00	\$ -0-
Capital	\$ 2,125.16	\$ 3,294.58	\$ 2,411.51
Special Revenue	\$ 33,539.89	\$ 46,834.65	\$ 25,636.67
Total	\$ 60,305.75	\$ 69,092.06	\$ 61,927.87

- B. Consider acceptance of the unaudited financial statements, dated September 30, 2020, schedule of developer advances, updated October 31, 2020, property taxes reconciliation 2020, and the schedule of cash position for the period ending September 30, 2020, updated as of November 10, 2020 (enclosures).

- C. Consider engagement of Dazzio & Associates, P.C. to perform the 2020 Audit, in the amount of \$4,900 (enclosure).

- D. Conduct Public Hearing to consider Amendment to 2020 Budget (if necessary) and consider adoption of Resolution to Amend the 2020 Budget and Appropriate Expenditures.

- E. Conduct Public Hearing on the proposed 2021 Budget and consider adoption of Resolutions to Adopt the 2021 Budget and Appropriate Sums of Money and Set Mill Levies for General Fund _____ and Debt Service Fund _____, for a total mill levy of _____ (enclosures – preliminary AV, draft 2021 Budget, and resolutions).

- F. Discuss and consider adoption of Amended and Restated Resolution Regarding the Imposition of District Fees (enclosure).

- G. Consider authorizing the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

- H. Discuss and consider adoption of Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Colorado Constitution, Article X, Section 3 (enclosure).

- I. Consider appointment of District Accountant to prepare the 2022 Budget.

V. CONSTRUCTION MATTERS

A. Engineer's Report.

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.
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2. Review and consider approval of Task Order No. 8 with Independent District Engineering Services, LLC for Final Walk Throughs with Slaton Bros, Inc. and WL Contractors, Inc. (enclosure).

VI. LEGAL MATTERS

A. _____

VII. POOL AND HUB OPERATIONS-

A. Discuss status of COVID-19 Grant for the Pool Operations.

B. Review and consider approval of a proposal from Absolute Pool Management, LLC for 2021 pool maintenance (enclosure).

C. Review winterization report for the pool (enclosure).

VIII. COVENANT ENFORCEMENT/DESIGN REVIEW/OPERATIONS

A. Discuss Community Manager's Report.

1. Discuss Violation Report (enclosure).

2. Review and discuss letter requesting amending the ban on short-term rentals (enclosure).

B. Design Review Committee (“DRC”)

1. Update from DRC Committee.

2. Discuss status of Appeal regarding pergola structure (enclosures).

3. Discuss the status of DRC members.

4. Discuss the expectations of DRC members.

C. Social Committee

1. Update from Social Committee.

IX. OPERATIONS AND MAINTENANCE

- A. Review and consider approval of a proposal from LandTech Landscaping, Inc. for holiday lighting, in the amount of \$5,343 (enclosure).

- B. Review and consider approval of a proposal from LandTech Landscaping, Inc. for 2021 landscape maintenance (enclosure).

X. OTHER BUSINESS

- A.

X. ADJOURNMENT **THERE ARE NO ADDITIONAL REGULARLY SCHEDULED MEETINGS IN 2020.**

RESOLUTION NO. 2020 – 11 - __

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE DENVER CONNECTION WEST METROPOLITAN DISTRICT
ESTABLISHING REGULAR MEETING DATES, TIME, AND LOCATION, AND
DESIGNATING LOCATION FOR POSTING OF 24-HOUR NOTICES**

A. Pursuant to Section 32-1-903, C.R.S., special districts are required to designate a schedule for regular meetings, indicating the dates, time and location of said meetings.

B. 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**"). A special district is deemed to have given full and timely notice of a regular or special meeting if it posts its Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.

C. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., special districts are relieved of the requirement to 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 on a public website of the special district ("**District Website**") at least 24 hours prior to each regular and special meeting.

D. 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.

E. Pursuant to Section 32-1-903, C.R.S., all special and regular meetings of the board shall be held at locations which are within the boundaries of the district or which are within the boundaries of any county in which the district is located, in whole or in part, or in any county so long as the meeting location does not exceed twenty (20) miles from the district boundaries unless such provision is waived.

F. The provisions of Section 32-1-903, C.R.S., may be waived if: (1) the proposed change of location of a meeting of the board appears on the agenda of a regular or special meeting; and (2) a resolution is adopted by the board stating the reason for which a meeting is to be held in a location other than under Section 32-1-903(1), C.R.S., and further stating the date, time and place of such meeting.

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

1. That the provisions of Section 32-1-903(1), C.R.S., be waived pursuant to the adoption of this Resolution.

2. That the Board of Directors (the “**District Board**”) has determined that conducting regular and special meetings pursuant to Section 32-1-903(1), C.R.S., would be inconvenient and costly for the directors and consultants of the District in that they live and/or work outside of the twenty (20) mile radius requirement.

3. That regular meetings of the District Board for the year 2021 shall be held on February 23, 2021, May 25, 2021, August 24, 2021 and November 23, 2021 at 6:00 p.m., at The Hub, 4746 Jasper Street in the City and County of Denver, Colorado.

4. That special meetings of the District Board shall be held as often as the needs of the District require, upon notice to each director.

5. That, until circumstances change, and a future resolution of the District Board so designates, the location of all special and regular meetings of the District Board shall appear on the agenda(s) of said special and regular meetings.

6. That the residents and taxpaying electors of the District shall be given an opportunity to object to the meeting(s) location(s), and any such objections shall be considered by the District Board in setting future meetings.

7. That the District has established the following District Website, <https://dcwmd.colorado.gov/>, and 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.

8. 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)(I) and (III), C.R.S., at the following Designated Public Place:

(a) The HUB, 4746 Jasper Street, Denver, CO

9. Special District Management Services, or his/her designee, is hereby appointed to post the above-referenced notices.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO RESOLUTION ESTABLISHING REGULAR MEETING
DATES, TIME, AND LOCATION, AND DESIGNATING LOCATION FOR 24-HOUR
NOTICES]**

RESOLUTION APPROVED AND ADOPTED on November 24, 2020.

**Denver Connection West Metropolitan
District**

By: _____
President

Attest:

Secretary

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE DENVER CONNECTION WEST METROPOLITAN DISTRICT (THE “DISTRICT”) HELD AUGUST 25, 2020

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, August 25, 2020, at 6:00 p.m. Due to concerns regarding the spread of the Coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, this District Board meeting was held by conference call. The meeting was open to the public via conference call.

Directors In Attendance Were:

Marc Robson
Rafael Martinez (for a portion of the meeting)
Tina Woodard
Craig Wagner

Also In Attendance Were:

Peggy Ripko and Ryan Williams; Special District Management Services, Inc. (“SDMS”)

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

Yelena Primachenko; CliftonLarsonAllen LLP

Jeff Hall and Shawn Hampleton; Board Candidates

Public In Attendance Were:

Barbara Stinson, Hassan Khokhar, Mel Cagle, Breanne Vailes, Brian, Ron Papsdorf, Tyler Atwood, Cara Wolfe, Laura Kent, Lacey Fisher, Rachelle Weigold, Breanne Vailes, Jeff Howell, Angela Papsdorf, and Bob Bongiovanni

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

The Board noted a quorum was present and discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The members of the Board were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with statute. It was noted by Attorney Cortese that disclosures of potential conflicts of

RECORD OF PROCEEDINGS

interest were filed with the Secretary of State for Director Wagner, and no additional conflicts were disclosed at the meeting.

ADMINISTRATIVE MATTERS

Agenda: The Board reviewed the Agenda for the District's special meeting.

Following discussion, upon motion duly made by Director Robson, seconded by Director Woodard and, upon vote, unanimously carried, the Board approved the Agenda, as amended.

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, the Board noted that due to concerns regarding the spread of COVID-19 and the benefits to the control of the spread of the virus by limiting in-person contact, this District Board meeting was held by conference video call. The Board further noted that notice of this meet and the conference/video access was duly posted and that it had not received any objections to the format of the meeting or any requests that the meeting format be changed by taxpaying electors within the District's boundaries.

Resignation of Director: The Board acknowledged the resignation of Director Jeff McGovern, effective June 4, 2020.

Appointment of Director: The Board considered the appointment of Shawn Hampleton and Jeff Hall to fill the vacancy created by the resignation of Jeff McGovern. The Board asked questions of the Board Candidates.

Following discussion, upon motion duly made by Director Woodard, seconded by Director Robson and, upon vote, unanimously carried, Shawn Hampleton was appointed to fill the vacancy created by the resignation of Jeff McGovern and Jeff Hall was appointed to a non-Board position as Community Liaison.

Appointment of Officers: Upon motion duly made by Director Robson, seconded by Director Woodard and, upon vote, unanimously carried, the following slate of officers was appointed:

President
Treasurer
Assistant Secretary
Assistant Secretary
Assistant Secretary
Secretary

Marc Robson
Rafael Martinez
Tina Woodard
Craig Wagner
Shawn Hampleton
Peggy Ripko

RECORD OF PROCEEDINGS

PUBLIC COMMENTS

Homeowners present asked questions; the Board and management answered as needed.

CONSENT AGENDA

The Board considered the following action:

- Approve Minutes of the May 26, 2020 Special Meeting, June 9, 2020 Special Meeting, and July 2, 2020 Special Meeting.

Following discussion, upon motion duly made by Director Martinez, seconded by Director Wagner and, upon vote, unanimously carried, the Board approved the Consent Agenda item.

FINANCIAL MATTERS

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

Fund	Period Ending May 31, 2020	Period Ending June 26, 2020	Period Ending July 29, 2020
General	\$ 19,177.44	\$ 24,173.41	\$ 31,885.37
Debt	\$ -0-	\$ -0-	\$ -0-
Capital	\$ 5,024.78	\$ 10,574.76	\$ 1,956.50
Special Revenue	\$ 24,155.90	\$ 16,182.25	\$ 19,642.27
Total	\$ 48,358.12	\$ 50,930.42	\$ 53,484.14

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

Claims: The Board further considered approval of the payment of claims through the period ending August 25, 2020 as follows:

General Fund:	\$24,640.70
Debt Service Fund:	\$0.00
Capital Projects Fund:	\$2,125.16
Special Revenue Fund:	<u>\$33,539.89</u>
Total:	\$60,305.75

Following discussion, upon motion duly made by Director Robson, seconded by Director Woodard and, upon vote, unanimously carried, the Board approved the payment of claims for the period ending August 25, 2020.

RECORD OF PROCEEDINGS

Financial Statements, Schedule of Developer Advances, Property Tax Reconciliation, and Schedule of Cash Position: Ms. Primachenko presented to the Board the unaudited financial statements dated June 30, 2020, schedule of developer's advances, updated June 30, 2020, property tax reconciliation 2020, and schedule of cash position statement ending June 30, 2020, updated as of August 17, 2020.

Following review and discussion, upon motion duly made by Director Woodard, seconded by Director Martinez and, upon vote unanimously carried, the Board accepted the unaudited financial statements dated June 30, 2020, schedule of developer's advances, updated June 30, 2020, property tax reconciliation 2020, and schedule of cash position statement ending June 30, 2020, updated as of August 17, 2020.

2019 Audit: The Board determined to remove this item from agenda.

Quarterly Continuing Disclosure Reports with Trustees: Ms. Primachenko presented to the Board the Quarterly Continuing Disclosure Reports with Trustees. The Board discussed. No action necessary by the Board.

CONSTRUCTION MATTERS

Engineer's Report:

Status of HUB Facility:

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

Notice of Contract Close-Out for Final Acceptance of Traffic Signalization Project with WL Contractors, Inc.: The Board discussed a Notice of Contract Close-Out for Final Acceptance of Traffic Signalization Project with WL Contractors, Inc.

Following discussion, upon motion duly made by Director Robson, seconded by Director Wagner and, upon vote, unanimously carried, the Board ratified approval of the Notice of Contract Close-Out for Final Acceptance of Traffic Signalization Project with WL Contractors, Inc.

Notice of Contract Close-Out for Final Acceptance of Retaining Walls with Slaton Bros, Inc.: The Board discussed a Notice of Contract Close-Out for Final Acceptance of Retaining Walls with Slaton Bros, Inc.

Following discussion, upon motion duly made by Director Robson, seconded by Director Wagner and, upon vote, unanimously carried, the Board ratified approval of the Notice of Contract Close-Out for Final Acceptance of Retaining Walls with Slaton Bros, Inc.

RECORD OF PROCEEDINGS

LEGAL MATTERS

There were no legal matters to discuss at this time.

POOL AND HUB OPERATIONS

Pool Opening with Regards to COVID-19: Mr. Williams presented to the Board the pool operations. Ms. Ripko discussed a grant that is available to help offset the extra costs due to COVID-19.

Following discussion, upon motion duly made by Director Robson, seconded by Director Martinez and, upon vote, the Board approved the pool operations and directed Ms. Ripko to apply for the grant to help offset the extra costs due to COVID-19.

Proposal from Aspen Reserve Specialties for a Reserve Study: The Board reviewed a proposal from Aspen Reserve Specialties for a Reserve Study.

Following discussion, upon motion duly made by Director Robson, seconded by Director Woodard and, upon vote, the Board approved the proposal from Aspen Reserve Specialties for a Reserve Study. The Board also approved the Level 1 Platinum option with a 6-week turnaround, in the amount of \$7,160.

Snow Removal Contract with Landtech Contractors, Inc.: The Board reviewed a Snow Removal Contract with Landtech Contractors, Inc. for snow removal services for the 2020-2021 season.

Following discussion, upon motion duly made by Director Woodard, seconded by Director Robson and, upon vote, the Board approved the Snow Removal Contract with Landtech Contractors, Inc. for snow removal services for the 2020-2021 season

COVENANT ENFORCEMENT/ DESIGN REVIEW/ OPERATIONS

Community Manager's Report: Mr. Williams discussed with the Board the Community Manager's Report.

Violation Report: The Board discussed the Violation Report.

SDP Civil Portion with Regards to Fencing and Sight Triangles: Mr. Williams and Mr. Bongiovanni discussed with the Board the SDP Civil Portion with regards to Fencing and Sight Triangles.

Design Review Committee ("DRC"):

Update from DRC Committee: The DRC Committee provided an update to the Board. Mr. Bongiovanni requested the District provide Spanish translation for residents.

RECORD OF PROCEEDINGS

Appeal from 15543 47th Drive Regarding Pergola Structure: The homeowner at 15543 47th Drive presented his appeal regarding his pergola structure. It was noted that Ms. Ripko will follow up with Altitude Community Law P.C. regarding certain legal questions raised by the Board.

Social Committee:

Update from Social Committee: There was no report.

**OTHER BUSINESS
MATTERS**

There were no other business matters at this time.

ADJOURNMENT

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

Respectfully submitted,

By _____
Secretary for the Meeting

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
1490						
08/25/2020	Absolute Pool Management, LLC	11105	Pool Maintenance	5-758	2,415.00	2,415.00
08/25/2020	Absolute Pool Management, LLC	11451	Pool Maintenance	5-758	95.00	95.00
08/25/2020	Absolute Pool Management, LLC	5758	Pool Maintenance	5-758	2,166.67	2,166.67
Total 1490:						4,676.67
1491						
08/25/2020	Altitude Community Law P.C.	1371 7/20	Administrative Managem	5-749	830.00	830.00
Total 1491:						830.00
1492						
08/25/2020	CliftonLarsonAllen, LLP	2582907	Accounting	1-612	2,861.01	2,861.01
08/25/2020	CliftonLarsonAllen, LLP	2582907	Accounting	5-612	869.12	869.12
Total 1492:						3,730.13
1493						
08/25/2020	DnA Plumbing Services LLC	1008	Clubhouse Operations/S	5-720	440.00	440.00
Total 1493:						440.00
1494						
08/25/2020	ETG Systems, Inc.	20327	Security	5-763	389.05	389.05
08/25/2020	ETG Systems, Inc.	20336	Security	5-763	230.00	230.00
Total 1494:						619.05
1495						
08/25/2020	IDES LLC	08741	Capital Outlay	3-762	2,125.16	2,125.16
Total 1495:						2,125.16
1496						
08/25/2020	McGeady Becher P.C.	1324C 7/20	Audit	1-615	125.00	125.00
08/25/2020	McGeady Becher P.C.	1324C 7/20	Legal	1-675	2,144.00	2,144.00
Total 1496:						2,269.00
1497						
08/25/2020	Nu Style Landscape & Design, In	24037	Snow Removal	1-696	11,750.40	11,750.40
08/25/2020	Nu Style Landscape & Design, In	24102	Snow Removal	1-696	898.13	898.13
08/25/2020	Nu Style Landscape & Design, In	24103	Snow Removal	1-696	898.13	898.13
Total 1497:						13,546.66
1498						
08/25/2020	Pet Scoop	297518	Dog Park Maintenance	5-735	877.50	877.50
Total 1498:						877.50
1499						
08/25/2020	Special Dist Management Srvs	74733	District Management	1-680	4,270.39	4,270.39
08/25/2020	Special Dist Management Srvs	74733	Management	5-745	2,991.00	2,991.00
08/25/2020	Special Dist Management Srvs	74733	Legal	1-675	42.00	42.00
08/25/2020	Special Dist Management Srvs	74733	Billing Services	5-770	1,363.50	1,363.50
08/25/2020	Special Dist Management Srvs	74733	Repairs and Maintenance	5-760	1,027.50	1,027.50

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
08/25/2020	Special Dist Management Srvs	74733	Covenant Control	5-780	5,416.00	5,416.00
08/25/2020	Special Dist Management Srvs	74733	Administrative Managem	5-749	9.50	9.50
Total 1499:						15,119.89
1500						
08/25/2020	Specialized Cleaning Services	12381	Clubhouse Operations/S	5-720	900.00	900.00
08/25/2020	Specialized Cleaning Services	12382	Clubhouse Operations/S	5-720	225.00	225.00
08/25/2020	Specialized Cleaning Services	12383	Clubhouse Operations/S	5-720	1,400.00	1,400.00
08/25/2020	Specialized Cleaning Services	12384	Clubhouse Operations/S	5-720	1,960.00	1,960.00
Total 1500:						4,485.00
1501						
08/25/2020	Test Gauge Inc.	6-4295	Repairs and Maintenance	5-760	48.00	48.00
Total 1501:						48.00
1502						
08/25/2020	UNCC	220070370	Miscellaneous	5-740	34.27	34.27
Total 1502:						34.27
1503						
08/25/2020	United States Protective Service	2020-803	Security	5-763	3,193.75	3,193.75
08/25/2020	United States Protective Service	2020-902	Security	5-763	150.00	150.00
Total 1503:						3,343.75
1504						
08/25/2020	YMCA of Metropolitan Denver	08102053	Clubhouse Operations/S	5-720	4,436.90	4,436.90
Total 1504:						4,436.90
20200801						
08/25/2020	Comcast	0916181 8/20	Clubhouse Operations/S	5-720	245.32	245.32
Total 20200801:						245.32
20200802						
08/25/2020	Denver Water	4746 8/20	Utility - Water	5-747	443.18	443.18
Total 20200802:						443.18
20200803						
08/25/2020	Denver Water	15891 8/20	Utility - Water	5-747	436.20	436.20
Total 20200803:						436.20
20200804						
08/25/2020	Denver Water	4690 8/20	Utility - Water	5-747	947.43	947.43
Total 20200804:						947.43
20200805						
08/25/2020	Xpress Bill Pay	50412	Miscellaneous	1-685	241.26	241.26

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
Total 20200805:						241.26
20200806						
08/25/2020	Xcel Energy	694204460	Utility - Electricity	1-695	12.94	12.94
Total 20200806:						12.94
20200807						
08/25/2020	Xcel Energy	694210020	Utility - Electricity	1-695	11.96	11.96
Total 20200807:						11.96
20200808						
08/25/2020	Xcel Energy	694210073	Utility - Electricity	1-695	35.88	35.88
Total 20200808:						35.88
20200809						
08/25/2020	Xcel Energy	694208860	Utility - Electricity	1-695	35.88	35.88
Total 20200809:						35.88
20200810						
08/25/2020	Xcel Energy	694211158	Utility - Electricity	1-695	2.37	2.37
Total 20200810:						2.37
20200811						
08/25/2020	Xcel Energy	695353972	Utility - Electricity	1-695	1,311.35	1,311.35
Total 20200811:						1,311.35
Grand Totals:						60,305.75

Denver Connection West Metropolitan District
August-20

	General	Debt	Capital	Special Revenue Fund	Totals
Disbursements	\$ 24,399.44		\$ 2,125.16	\$ 33,539.89	\$ 60,064.49
Xpress Bill Pay	241.26	\$ -			\$ 241.26
Total Disbursements from Checking Acct	\$ 24,640.70	\$ -	\$ 2,125.16	\$ 33,539.89	\$ 60,305.75

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
1505						
09/28/2020	Absolute Pool Management, LLC	11106	Pool Maintenance	5-758	1,890.00	1,890.00
09/28/2020	Absolute Pool Management, LLC	11457	Pool Maintenance	5-758	250.00	250.00
09/28/2020	Absolute Pool Management, LLC	11463	Pool Maintenance	5-758	130.00	130.00
09/28/2020	Absolute Pool Management, LLC	11472	Pool Maintenance	5-758	2,700.00	2,700.00
Total 1505:						4,970.00
1506						
09/28/2020	Altitude Community Law P.C.	1371 8/20	Administrative Managem	5-749	375.00	375.00
Total 1506:						375.00
1507						
09/28/2020	Aspen Reserve Specialties	2806	Reserve for Cap Improve	5-759	3,580.00	3,580.00
Total 1507:						3,580.00
1508						
09/28/2020	Boehne, Brennan	09102020	O&M Fee-Residential	1-530	183.00	183.00
Total 1508:						183.00
1509						
09/28/2020	CliftonLarsonAllen, LLP	2609705	Accounting	1-612	2,133.69	2,133.69
09/28/2020	CliftonLarsonAllen, LLP	2609705	Accounting	5-612	648.18	648.18
Total 1509:						2,781.87
1510						
09/28/2020	Colorado Pest Pros	20920	Clubhouse Operations/S	5-720	149.00	149.00
Total 1510:						149.00
1511						
09/28/2020	ETG Systems, Inc.	20367	Security	5-763	389.05	389.05
Total 1511:						389.05
1512						
09/28/2020	IDES LLC	08742	Capital Outlay	3-762	347.50	347.50
Total 1512:						347.50
1513						
09/28/2020	McGeady Becher P.C.	1324C 8/20	Legal	1-675	6,264.50	6,264.50
09/28/2020	McGeady Becher P.C.	1324C 8/20	Legal	3-675	2,140.00	2,140.00
09/28/2020	McGeady Becher P.C.	1324C 8/20	Administrative Managem	5-749	360.00	360.00
Total 1513:						8,764.50
1514						
09/28/2020	Norris Design, Inc.	01-59977	Capital Outlay	3-762	807.08	807.08
Total 1514:						807.08
1515						
09/28/2020	Pet Scoop	301089	Dog Park Maintenance	5-735	764.00	764.00

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
Total 1515:						764.00
1516						
09/28/2020	Special Dist Management Svcs	76133	Management	5-745	2,616.00	2,616.00
09/28/2020	Special Dist Management Svcs	76133	District Management	1-680	3,326.98	3,326.98
09/28/2020	Special Dist Management Svcs	76133	Billing Services	5-770	813.50	813.50
09/28/2020	Special Dist Management Svcs	76133	Repairs and Maintenance	5-760	847.50	847.50
09/28/2020	Special Dist Management Svcs	76133	Covenant Control	5-780	4,952.00	4,952.00
09/28/2020	Special Dist Management Svcs	76133	Administrative Managem	5-749	38.00	38.00
Total 1516:						12,593.98
1517						
09/28/2020	Specialized Cleaning Services	12415	Clubhouse Operations/S	5-720	900.00	900.00
09/28/2020	Specialized Cleaning Services	12416	Clubhouse Operations/S	5-720	1,400.00	1,400.00
09/28/2020	Specialized Cleaning Services	12417	Clubhouse Operations/S	5-720	1,960.00	1,960.00
09/28/2020	Specialized Cleaning Services	12418	Clubhouse Operations/S	5-720	1,960.00	1,960.00
09/28/2020	Specialized Cleaning Services	12437	Clubhouse Operations/S	5-720	1,960.00	1,960.00
09/28/2020	Specialized Cleaning Services	12451	Clubhouse Operations/S	5-720	1,960.00	1,960.00
09/28/2020	Specialized Cleaning Services	12452	Clubhouse Operations/S	5-720	225.00	225.00
09/28/2020	Specialized Cleaning Services	12463	Clubhouse Operations/S	5-720	1,960.00	1,960.00
09/28/2020	Specialized Cleaning Services	12464	Clubhouse Operations/S	5-720	225.00	225.00
Total 1517:						12,550.00
1518						
09/28/2020	State-Wide Lock & Safe, Inc.	137915	Clubhouse Operations/S	5-720	170.00	170.00
Total 1518:						170.00
1519						
09/28/2020	Test Gauge Inc.	INV6-4388	Repairs and Maintenance	5-760	259.88	259.88
Total 1519:						259.88
1520						
09/28/2020	UMB Bank, N.A.	780323	Paying Agent Fees	2-668	3,500.00	3,500.00
09/28/2020	UMB Bank, N.A.	780324	Paying Agent Fees	2-668	2,000.00	2,000.00
Total 1520:						5,500.00
1521						
09/28/2020	UNCC	220080383	Miscellaneous	5-740	32.78	32.78
Total 1521:						32.78
1522						
09/28/2020	United States Protective Service	2020-1018	Security	5-763	150.00	150.00
09/28/2020	United States Protective Service	2020-1046	Security	5-763	5,812.50	5,812.50
Total 1522:						5,962.50
1523						
09/28/2020	YMCA of Metropolitan Denver	09102053	Clubhouse Operations/S	5-720	4,694.76	4,694.76
Total 1523:						4,694.76

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
20200901						
09/28/2020	Comcast	0916181 9/20	Clubhouse Operations/S	5-720	245.32	245.32
Total 20200901:						245.32
20200902						
09/28/2020	Denver Water	4690 9/20	Utility - Water	5-747	1,141.73	1,141.73
Total 20200902:						1,141.73
20200903						
09/28/2020	Denver Water	15891 9/20	Utility - Water	5-747	464.91	464.91
Total 20200903:						464.91
20200904						
09/28/2020	Denver Water	4746 9/20	Utility - Water	5-747	810.54	810.54
Total 20200904:						810.54
20200905						
09/28/2020	Xpress Bill Pay	51056	Miscellaneous	1-685	38.21	38.21
Total 20200905:						38.21
20200906						
09/28/2020	Xcel Energy	697946689	Utility - Electricity	1-695	12.79	12.79
Total 20200906:						12.79
20200907						
09/28/2020	Xcel Energy	697949030	Utility - Electricity	1-695	11.96	11.96
Total 20200907:						11.96
20200908						
09/28/2020	Xcel Energy	699274931	Utility - Electricity	1-695	1,491.70	1,491.70
Total 20200908:						1,491.70
Grand Totals:						69,092.06

Denver Connection West Metropolitan District
September-20

	General	Debt	Capital	Special Revenue Fund	Totals
Disbursements	\$ 13,424.62	\$ 5,500.00	\$ 3,294.58	\$ 46,834.65	\$ 69,053.85
Xpress Bill Pay	38.21	-			\$ 38.21
Total Disbursements from Checking Acct	\$ 13,462.83	\$ 5,500.00	\$ 3,294.58	\$ 46,834.65	\$ 69,092.06

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
1524						
10/23/2020	ETG Systems, Inc.	20272	Security	5-763	389.05	389.05
Total 1524:						389.05
1525						
10/28/2020	Altitude Community Law P.C.	1371 9/20	Administrative Managem	5-749	359.00	359.00
Total 1525:						359.00
1526						
10/28/2020	CliftonLarsonAllen, LLP	2641754	Accounting	1-612	3,147.07	3,147.07
10/28/2020	CliftonLarsonAllen, LLP	2641754	Accounting	5-612	956.02	956.02
Total 1526:						4,103.09
1527						
10/28/2020	Colorado Special Districts Pro	POL-0004362	Insurance and Bonds	5-736	450.00	450.00
Total 1527:						450.00
1528						
10/28/2020	ETG Systems, Inc.	20393	Security	5-763	389.05	389.05
Total 1528:						389.05
1529						
10/28/2020	Freedom Mailing Services, Inc	39120	Billing Services	5-770	382.95	382.95
Total 1529:						382.95
1530						
10/28/2020	Front Range Recreation	10-01-2020	Pool Maintenance	5-758	240.00	240.00
Total 1530:						240.00
1531						
10/28/2020	McGeady Becher P.C.	1324C 9/20	Legal	1-675	1,267.00	1,267.00
10/28/2020	McGeady Becher P.C.	1324C 9/20	Administrative Managem	5-749	90.00	90.00
Total 1531:						1,357.00
1532						
10/28/2020	Norris Design, Inc.	01-60390	Capital Outlay	3-762	1,843.70	1,843.70
10/28/2020	Norris Design, Inc.	01-61451	Capital Outlay	3-762	567.81	567.81
Total 1532:						2,411.51
1533						
10/28/2020	Nu Style Landscape & Design, In	24321	Snow Removal	1-696	11,750.40	11,750.40
10/28/2020	Nu Style Landscape & Design, In	24582	Snow Removal	1-696	898.13	898.13
10/28/2020	Nu Style Landscape & Design, In	24584	Snow Removal	1-696	11,750.40	11,750.40
Total 1533:						24,398.93
1534						
10/28/2020	Pet Scoop	304574	Dog Park Maintenance	5-735	841.50	841.50

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
Total 1534:						841.50
1535						
10/28/2020	Special Dist Management Svcs	9/30/2020	District Management	1-680	3,093.61	3,093.61
10/28/2020	Special Dist Management Svcs	9/30/2020	Management	5-745	1,350.61	1,350.61
10/28/2020	Special Dist Management Svcs	9/30/2020	Billing Services	5-770	949.00	949.00
10/28/2020	Special Dist Management Svcs	9/30/2020	Repairs and Maintenance	5-760	435.00	435.00
10/28/2020	Special Dist Management Svcs	9/30/2020	Covenant Control	5-780	4,760.00	4,760.00
Total 1535:						10,588.22
1536						
10/28/2020	Specialized Cleaning Services	12493	Clubhouse Operations/S	5-720	1,960.00	1,960.00
10/28/2020	Specialized Cleaning Services	12494	Clubhouse Operations/S	5-720	225.00	225.00
10/28/2020	Specialized Cleaning Services	12495	Clubhouse Operations/S	5-720	225.00	225.00
10/28/2020	Specialized Cleaning Services	12496	Clubhouse Operations/S	5-720	225.00	225.00
10/28/2020	Specialized Cleaning Services	12497	Clubhouse Operations/S	5-720	1,960.00	1,960.00
10/28/2020	Specialized Cleaning Services	12498	Clubhouse Operations/S	5-720	1,960.00	1,960.00
Total 1536:						6,555.00
1537						
10/28/2020	UNCC	220090379	Miscellaneous	5-740	52.15	52.15
Total 1537:						52.15
1538						
10/28/2020	United States Protective Service	2020-1059	Security	5-763	4,781.25	4,781.25
10/28/2020	United States Protective Service	2020-1150	Security	5-763	150.00	150.00
Total 1538:						4,931.25
20201001						
10/28/2020	Comcast	0916181 10/20	Clubhouse Operations/S	5-720	244.22	244.22
Total 20201001:						244.22
20201002						
10/28/2020	Denver Water	4690 10/20	Utility - Water	5-747	1,454.57	1,454.57
Total 20201002:						1,454.57
20201003						
10/28/2020	Denver Water	4746 10/20	Utility - Water	5-747	299.82	299.82
Total 20201003:						299.82
20201004						
10/28/2020	Denver Water	15891 10/20	Utility - Water	5-747	507.48	507.48
Total 20201004:						507.48
20201005						
10/28/2020	Xpress Bill Pay	51707	Miscellaneous	1-685	31.84	31.84
Total 20201005:						31.84

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
20201006						
10/28/2020	Xcel Energy	701343193	Utility - Electricity	1-695	4.66	4.66
Total 20201006:						4.66
20201007						
10/28/2020	Xcel Energy	701360321	Utility - Electricity	1-695	4.38	4.38
Total 20201007:						4.38
20201008						
10/28/2020	Xcel Energy	701345217	Utility - Electricity	1-695	16.34	16.34
Total 20201008:						16.34
20201009						
10/28/2020	Xcel Energy	701361754	Utility - Electricity	1-695	16.34	16.34
Total 20201009:						16.34
20201010						
10/28/2020	Xcel Energy	701340593	Utility - Electricity	1-695	17.06	17.06
Total 20201010:						17.06
20201011						
10/28/2020	Xcel Energy	703227590	Utility - Electricity	1-695	1,882.46	1,882.46
Total 20201011:						1,882.46
Grand Totals:						61,927.87

Denver Connection West Metropolitan District
October-20

	General	Debt	Capital	Special Revenue Fund	Totals
Disbursements	\$ 33,847.85		\$ 2,411.51	\$ 25,636.67	\$ 61,896.03
Xpress Bill Pay	31.84	\$ -			\$ 31.84
Total Disbursements from Checking Acct	\$ 33,879.69	\$ -	\$ 2,411.51	\$ 25,636.67	\$ 61,927.87

DENVER CONNECTION WEST METROPOLITAN DISTRICT

FINANCIAL STATEMENTS

SEPTEMBER 30, 2020

DENVER CONNECTION WEST METROPOLITAN DISTRICT
BALANCE SHEET - GOVERNMENTAL FUNDS
SEPTEMBER 30, 2020

	<u>General</u>	<u>Special Revenue</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Total</u>
ASSETS					
Cash - Checking	\$ 32,894	\$ 51,983	\$ 11,110	\$ 190	\$ 96,177
Cash - Xpress Deposit Account	-	21,114	-	-	21,114
Colotrust	-	-	682	-	682
UMB - Surplus Fund 2017A	-	-	974,867	-	974,867
UMB - Bond Fund Series 2017A	-	-	467,167	-	467,167
UMB - Reserve Fund Series 2017A	-	-	793,807	-	793,807
UMB - Sub Interest 2017 B	-	-	208,581	-	208,581
Accounts receivable	-	143,318	-	-	143,318
Receivable from County Treasurer	1,560	-	6,238	-	7,798
Prepaid insurance	-	667	-	-	667
Prepaid expense	-	-	3,667	-	3,667
TOTAL ASSETS	<u>\$ 34,454</u>	<u>\$ 217,082</u>	<u>\$ 2,466,119</u>	<u>\$ 190</u>	<u>\$ 2,717,845</u>
LIABILITIES AND FUND BALANCES					
CURRENT LIABILITIES					
Accounts payable	\$ 4,244	\$ 35,964	\$ -	\$ 5,475	\$ 45,683
Total Liabilities	<u>4,244</u>	<u>35,964</u>	<u>-</u>	<u>5,475</u>	<u>45,683</u>
FUND BALANCES					
Total Fund Balances	<u>30,210</u>	<u>181,118</u>	<u>2,466,119</u>	<u>(5,285)</u>	<u>2,672,162</u>
TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 34,454</u>	<u>\$ 217,082</u>	<u>\$ 2,466,119</u>	<u>\$ 190</u>	<u>\$ 2,717,845</u>

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

**DENVER CONNECTION WEST METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2020**

GENERAL FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Interest income	\$ 30	\$ 66	\$ 36
Property taxes	120,929	120,821	(108)
Specific ownership tax	7,256	4,609	(2,647)
TOTAL REVENUES	<u>128,215</u>	<u>125,496</u>	<u>(2,719)</u>
EXPENDITURES			
Accounting	23,000	23,038	(38)
Auditing	5,000	4,900	100
Contingency	2,791	-	2,791
County Treasurer's fee	1,209	1,209	-
District management	40,000	26,979	13,021
Election	20,000	2,113	17,887
Legal services	30,000	27,168	2,832
Miscellaneous	5,000	1,399	3,601
TOTAL EXPENDITURES	<u>127,000</u>	<u>86,806</u>	<u>40,194</u>
NET CHANGE IN FUND BALANCES	1,215	38,690	37,475
FUND BALANCES - BEGINNING	<u>2,748</u>	<u>(8,480)</u>	<u>(11,228)</u>
FUND BALANCES - ENDING	<u><u>\$ 3,963</u></u>	<u><u>\$ 30,210</u></u>	<u><u>\$ 26,247</u></u>

**DENVER CONNECTION WEST METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2020**

SPECIAL REVENUE FUND

	Current Month	Year to Date Actual	Annual Budget	Variance
REVENUES				
Admin fees	\$ 700	\$ 12,000	\$ 11,700	300
Miscellaneous income	162	162	-	162
Operations and Maintenance Fee	123,907	372,831	506,028	(133,197)
Reimbursed expenditures	-	-	20,000	(20,000)
TOTAL REVENUES	<u>124,769</u>	<u>384,993</u>	<u>537,728</u>	<u>(152,735)</u>
EXPENDITURES				
Accounting	956	6,987	7,000	13
Administrative management	5,769	65,898	95,460	29,562
Clubhouse operations/supplies	5,054	51,359	142,480	91,121
Contingency	-	-	3,838	3,838
Covenant control	359	3,301	25,000	21,699
District management	1,351	12,185	7,000	(5,185)
Dog Park Maintenance	842	7,449	8,000	551
Dues and licenses	-	3,785	1,000	(2,785)
Insurance and bonds	-	29,890	30,000	110
Landscape improvements	-	-	10,000	10,000
Landscape Maintenance	11,750	65,525	91,000	25,475
Legal services	90	11,534	5,000	(6,534)
Miscellaneous	426	3,565	1,000	(2,565)
Pool Maintenance	4,830	20,854	22,500	1,646
Repairs and maintenance	8,685	28,898	30,000	1,102
Reserve for Capital improvements - Reserve Study	3,580	3,580	51,972	48,392
Security	4,931	14,988	14,150	(838)
Snow Removal	-	34,563	20,000	(14,563)
Utility - electricity	1,539	6,997	9,600	2,603
Utility - water	2,262	10,276	25,000	14,724
TOTAL EXPENDITURES	<u>52,424</u>	<u>381,634</u>	<u>600,000</u>	<u>218,366</u>
NET CHANGE IN FUND BALANCES	72,345	3,359	(62,272)	65,631
FUND BALANCES - BEGINNING	<u>108,773</u>	<u>177,758</u>	<u>98,318</u>	<u>79,440</u>
FUND BALANCES - ENDING	<u>\$ 181,118</u>	<u>\$ 181,117</u>	<u>\$ 36,046</u>	<u>\$ 145,071</u>

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

SUPPLEMENTARY INFORMATION

**DENVER CONNECTION WEST METROPOLITAN DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2020**

DEBT SERVICE FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Property taxes	\$ 483,706	\$ 483,273	\$ (433)
Specific ownership tax	29,022	18,436	(10,586)
Interest income	17,500	12,453	(5,047)
TOTAL REVENUES	<u>530,228</u>	<u>514,162</u>	<u>(16,066)</u>
EXPENDITURES			
County Treasurer's fee	4,837	4,835	2
Paying agent fees	5,500	5,500	-
Bond interest - Series 2017A	520,838	260,419	260,419
Bond interest - Series 2017B	203,120	-	203,120
TOTAL EXPENDITURES	<u>734,295</u>	<u>270,754</u>	<u>463,541</u>
NET CHANGE IN FUND BALANCES	(204,067)	243,408	447,475
FUND BALANCES - BEGINNING	<u>2,201,782</u>	<u>2,222,711</u>	<u>20,929</u>
FUND BALANCES - ENDING	<u><u>\$ 1,997,715</u></u>	<u><u>\$ 2,466,119</u></u>	<u><u>\$ 468,404</u></u>

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

**DENVER CONNECTION WEST METROPOLITAN DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2020**

CAPITAL PROJECTS FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
TOTAL REVENUES			
EXPENDITURES			
Engineering	30,000	20,639	9,361
Architecture	25,000	-	25,000
Public art	250,000	-	250,000
Landscaping	1,100,000	-	1,100,000
Capital outlay	2,200,000	363,817	1,836,183
Legal services	25,000	8,597	16,403
TOTAL EXPENDITURES	<u>3,630,000</u>	<u>393,053</u>	<u>3,236,947</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(3,630,000)	(393,053)	3,236,947
OTHER FINANCING SOURCES (USES)			
Developer advance	3,630,000	379,083	(3,250,917)
TOTAL OTHER FINANCING SOURCES (USES)	<u>3,630,000</u>	<u>379,083</u>	<u>(3,250,917)</u>
NET CHANGE IN FUND BALANCES	-	(13,970)	(13,970)
FUND BALANCES - BEGINNING	<u>-</u>	<u>8,686</u>	<u>8,686</u>
FUND BALANCES - ENDING	<u>\$ -</u>	<u>\$ (5,284)</u>	<u>\$ (5,284)</u>

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

**DENVER CONNECTION WEST METROPOLITAN DISTRICT
2020 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 \$140,000,000 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 55.664 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, 2020, the adjusted maximum mill levy for debt service is 44.531 mills and for the general fund mill levy is 11.133.

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.

**DENVER CONNECTION WEST METROPOLITAN DISTRICT
2020 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues (continued)

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 1.00%.

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 2020 the District will have 117 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 \$506,028. It is anticipated that in 2020 the District will close out all 694 units in the project.

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 included in the Special Revenue Fund budget.

County Treasurer's Fees

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

**DENVER CONNECTION WEST METROPOLITAN DISTRICT
2020 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures (continued)

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, and interest on the Bonds. 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 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, 2020, the adjusted maximum mill levy is 44.531.

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.

**DENVER CONNECTION WEST METROPOLITAN DISTRICT
2020 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Debts and Leases (continued)

	Balance at December 31, 2018	Additions	Reductions	Balance at December 31, 2019
G.O. Subordinate Bonds -				
Series 2017B	\$ 2,539,000	\$ -	\$ -	\$ 2,539,000
Accrued Interest - 2017B				
Subordinate Bonds	130,827	203,371	334,198	-
Developer Advances - General	110,576	-	-	110,576
Interest on Developer Advances -				
General	7,089	8,846	-	15,935
Developer Advances - Capital	13,234,990	3,730,137	-	16,965,127
Interest on Developer Advances -				
Capital	524,953	1,202,675	1,543,980	183,648
Total	\$ 16,547,435	\$ 5,145,029	\$ 1,878,178	\$ 19,814,286
	Balance at December 31, 2019	Additions	Reductions	Balance at December 31, 2020
G.O. Subordinate Bonds -				
Series 2017B	\$ 2,539,000	\$ -	\$ 193,344	\$ 2,345,656
Accrued Interest - 2017B	\$ -			
Subordinate Bonds	-	203,120	203,120	-
Developer Advances - General	110,576	-	-	110,576
Interest on Developer Advances -	-			
General	15,935	8,846	-	24,781
Developer Advances - Capital	16,965,127	3,630,000	-	20,595,127
Interest on Developer Advances -	-			
Capital	183,648	1,460,010	-	1,643,658
Total	\$ 19,814,286	\$ 5,301,976	\$ 396,464	\$ 24,719,798

The District has no operating or capital leases.

Reserves

Emergency Reserve

The District has provided for an emergency reserve equal to at least 3% of fiscal year spending as defined under TABOR. Such emergency reserve is an integral part of Ending Funds Available. In addition, the District established a Special Revenue Fund Reserve that is equal 3% of the operations and maintenance fees revenue available.

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

Year Ended December 31,	Principal	Interest	Total
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>\$ 10,492,274</u>	<u>\$ 20,182,274</u>

The 2017B Bonds are structured as cash flow bonds, meaning that there no scheduled payments of principal or interest prior to the final maturity date.

DENVER CONNECTION WEST METROPOLITAN DISTRICT
Schedule of Cash Deposits & Investments
September 30, 2020
Updated as of November 10, 2020

	General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Total
<u>1st Bank - Checking account</u>					
Balance as of 9/30/20	\$ 32,894.16	\$ 51,982.68	\$ 11,109.74	\$ 190.26	\$ 96,176.84
Subsequent activities:					
Held checks as of 9/30/20 #1512	-	-	-	(347.50)	(347.50)
10/01/20 Bank charge - Paymentech & Xpress Bill	-	(78.84)	-	-	(78.84)
10/10/20 Anticipated Ptax - September	1,559.64	-	6,238.31	-	7,797.95
10/20/20 Transfer from Xpress Deposit	-	2,647.60	-	-	2,647.60
10/20/20 Deposit - Developer Advance	-	-	-	3,294.58	3,294.58
10/28/20 Checks #1524 - 1538, EFTs - October	(7,957.68)	(51,558.68)	-	(2,411.51)	(61,927.87)
10/28/20 Transfer to UMB - Pledged Revenue	-	-	(11,000.00)	-	(11,000.00)
10/31/20 Cash receipts - October	-	49,225.94	-	-	49,225.94
<i>Anticipated Balance</i>	26,496.12	52,218.70	6,348.05	725.83	85,788.70
<u>Xpress Deposit Account</u>					
Balance as of 9/30/20	-	21,114.00	-	-	21,114.00
Subsequent activities:					
10/01/20 NSF Checks	-	(366.00)	-	-	(366.00)
10/20/20 Transfer to 1st Bank checking	-	(2,647.60)	-	-	(2,647.60)
10/31/20 Cash receipts - October	-	43,413.71	-	-	43,413.71
<i>Anticipated Balance</i>	-	61,514.11	-	-	61,514.11
***** Reserved for Capital Improvements	-	(48,392.00)	-	-	(48,392.00)
<u>INVESTMENTS</u>					
<u>Colotrust Plus</u>					
Balance as of 9/30/20	-	-	681.67	-	681.67
Subsequent activities:					
10/31/2020 Interest income	-	-	0.05	-	0.05
<i>Anticipated Balance</i>	\$ -	\$ -	\$ 681.72	\$ -	\$ 681.72
<u>UMB - Bond Fund Series 2017A</u>					
Balance as of 9/30/20	\$ -	\$ -	\$ 467,167.39	\$ -	\$ 467,167.39
Subsequent activities:					
10/31/20 Interest income	-	-	31.23	-	31.23
Anticipated DS payment - Interest 12/01/20	-	-	(260,419.00)	-	(260,419.00)
<i>Anticipated Balance</i>	-	-	206,779.62	-	206,779.62
<u>UMB - Reserve Fund Series 2017A</u>					
Balance as of 9/30/20	-	-	793,807.04	-	793,807.04
Subsequent activities:					
10/31/20 Interest income	-	-	53.04	-	53.04
<i>Anticipated Balance</i>	-	-	793,860.08	-	793,860.08
<u>UMB - Surplus Fund 2017A</u>					
Balance as of 9/30/20	-	-	974,867.08	-	974,867.08
Subsequent activities:					
10/31/20 Interest income	-	-	65.17	-	65.17
<i>Anticipated Balance</i>	-	-	974,932.25	-	974,932.25
<u>UMB - Sub 2017B Interest</u>					
Balance as of 9/30/20	-	-	208,580.79	-	208,580.79
Subsequent activities:					
10/28/20 Transfer from 1st Bank checking	-	-	11,000.00	-	11,000.00
10/31/20 Interest income	-	-	13.95	-	13.95
12/15/20 Anticipated DS pmnt - interest	-	-	(203,120.00)	-	(203,120.00)
12/15/20 Anticipated DS pmnt - principal	-	-	(16,000.00)	-	(16,000.00)
<i>Anticipated Balance</i>	-	-	474.74	-	474.74
<i>Anticipated Balances by fund</i>	\$ 26,496.12	\$ 65,340.81	\$ 1,983,076.46	\$ 725.83	\$ 2,075,639.22

Yield information @ 10/31/20

UMB Bank (invested in CSAFE) - 0.09%
CT Plus - 0.1813%

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

DENVER CONNECTION WEST METROPOLITAN DISTRICT
Property Taxes Reconciliation
2020

	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
						\$ 12,196.11						
January	\$ 12,918.80	\$ -	\$ 3,134.56	\$ -	\$ (129.19)	(12,196.11)	\$ 3,728.06	2.14%	2.14%	4,188.30	1.51%	1.51%
February	245,189.97	-	3,035.66	-	(2,451.90)	-	245,773.73	40.55%	42.69%	55,787.62	22.79%	24.29%
March	25,309.32	-	1,519.82	0.49	(253.09)	-	26,576.54	4.19%	46.87%	16,500.11	6.64%	30.93%
April	60,390.09	-	942.00	-	(603.90)	-	60,728.19	9.99%	56.86%	38,967.21	18.08%	49.01%
May	33,605.94	-	2,903.57	18.06	(336.24)	-	36,191.33	5.56%	62.42%	51,788.76	22.67%	71.69%
June	207,345.37	-	2,473.61	63.56	(2,074.09)	-	207,808.45	34.29%	96.71%	1,199.03	2.57%	74.25%
July	12,891.74	-	3,096.10	111.73	(130.04)	-	15,969.53	2.13%	98.84%	1,384.64	-4.65%	69.60%
August	1,772.89	-	2,857.51	34.01	(18.07)	-	4,646.34	0.29%	99.14%	1,453.36	0.00%	69.60%
September	4,669.63	-	3,082.57	93.38	(47.63)	-	7,797.95	0.77%	99.91%	1,301.98	0.32%	69.92%
October	-	-	-	-	-	-	-	0.00%	99.91%	1,518.98	0.12%	70.04%
November	-	-	-	-	-	-	-	0.00%	99.91%	1,277.02	0.00%	70.04%
December (accrued)	-	-	-	-	-	-	-	0.00%	99.91%	1,273.96	0.00%	70.04%
	\$ 604,093.75	\$ -	\$ 23,045.40	\$ 321.23	\$ (6,044.15)	\$ -	\$ 609,220.12	99.91%	99.91%	\$ 176,640.97	70.04%	70.04%

Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
\$ 120,929	20.00%	\$ 120,820.74	99.91%
483,706	80.00%	483,273.01	99.91%
\$ 604,635	100.00%	\$ 604,093.75	99.91%

Property Tax

General Fund
Debt Service Fund
Total

Tax rebates due to Denver County

As of 1/1/2019 \$ 12,196.11
Amounts withheld in 2020 -
Amounts paid in 2020 (12,196.11)
Total due as of 02/29/2020 -

Specific Ownership Tax

General Fund \$ 7,256 20.00% \$ 4,609.33 63.52%
Debt Service Fund 29,022 80.00% 18,436.07 63.52%
Total \$ 36,278 100.00% \$ 23,045.40 63.52%

Treasurer's Fees

General Fund \$ 1,209 20.00% \$ 1,208.83 99.99%
Debt Service Fund 4,837 80.00% 4,835.32 99.97%
Total \$ 6,046 100.00% \$ 6,044.15 99.97%

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

DENVER CONNECTION WEST
Schedule of Developer Advances
Updated as of October 31, 2020

Summary of Developer Advances					
<u>Description</u>	<u>Date</u>	<u>General Fund Operation</u>	<u>Capital Projects Fund</u>	<u>Capital Projects Fund Cap. Acquisition</u>	<u>Total</u>
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
DEVELOPER ADVANCE - CAP REQ NO. 18	08/27/19	-	-	467,550.60	467,550.60
DEVELOPER ADVANCE	09/06/19	-	10,894.82	-	10,894.82
DEVELOPER ADVANCE - CAP REQ NO. 19	09/17/19	-	-	257,015.92	257,015.92
DEVELOPER ADVANCE - CAP REQ NO. 20	10/14/19	-	-	337,372.86	337,372.86
DEVELOPER ADVANCE	10/23/19	-	19,324.31	-	19,324.31
REPAYMENT OF DEVELOPER ADVANCE - PRINCIPAL	10/30/19	-	-	(1,543,979.67)	(1,543,979.67)
DEVELOPER ADVANCE - CAP REQ NO. 21	11/18/19	-	-	233,542.31	233,542.31
DEVELOPER ADVANCE	12/05/19	-	82,559.58	-	82,559.58
DEVELOPER ADVANCE	12/20/19	-	19,356.64	-	19,356.64
INTEREST ON DEVELOPER ADVANCE	12/31/19	8,846.04	510,735.41	691,601.68	1,211,183.13
DEVELOPER ADVANCE	01/08/20	-	212,194.50	-	212,194.50
DEVELOPER ADVANCE	01/10/20	-	10,305.95	-	10,305.95
DEVELOPER ADVANCE - CAP REQ NO. 22	01/28/20	-	-	123,905.72	123,905.72
DEVELOPER ADVANCE	03/03/20	-	32,195.69	-	32,195.69
DEVELOPER ADVANCE - CAP REQ NO. 23	03/05/20	-	-	481.00	481.00
DEVELOPER ADVANCE	10/20/20	-	3,294.58	-	3,294.58
INTEREST ON DEVELOPER ADVANCE	07/31/20	7,391.89	486,443.92	568,192.11	1,062,027.92
Total To Date		\$ 133,902.13	\$ 8,465,464.43	\$ 10,119,985.87	\$ 18,719,352.43



Dazzio & Associates, PC

Certified Public Accountants

October 1, 2020

To the Board of Directors and Management
Denver Connection West Metropolitan District
c/o Special District Management Services
141 Union Blvd., Suite 150
Lakewood, Colorado 80228

We are pleased to confirm our understanding of the services we are to provide Denver Connection West Metropolitan District (the District) for the year ended December 31, 2020.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund and the disclosures, which collectively comprise the basic financial statements of the District as of and for the year ended December 31, 2020.

We have also been engaged to report on supplementary information that accompanies the District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Revenues, Expenditures and Changes in Fund Balance –Budget and Actual – Debt Service Fund
- 2) Schedule of Revenues, Expenditures and Changes in Fund Balance –Budget and Actual – Capital Projects Fund

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report:

- 1) Schedule of Assessed Valuation, Mill Levy and Property Taxes Collected
- 2) Schedule of Debt Service Requirements to Maturity

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, confirmation of certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations

from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Dazzio & Associates, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulatory agency or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Dazzio & Associates, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to a regulatory agency or its designee. The regulatory agency or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Stephen Dazzio is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$4,900. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your

account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of Denver Connection West Metropolitan District's financial statements which, if applicable, will also address other information in accordance with *AU-C 720, The Auditor's Responsibilities Relating to Other Information Included in Annual Reports*. Our report will be addressed to the Board of Directors of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

Dagis & Associates, P.C.

RESPONSE:

This letter correctly sets forth the understanding of Denver Connection West Metropolitan District.

Management signature: _____

Title: _____

Date: _____

Board signature: _____

Title: _____

Date: _____

DENVER CONNECTION WEST METROPOLITAN DISTRICT

Annual Budget

For the Year Ending December 31, 2021

**DENVER CONNECTION WEST METROPOLITAN DISTRICT
SUMMARY
2021 BUDGET
WITH 2019 ACTUAL AND 2020 ESTIMATED
For the Years Ended and Ending December 31,**

10/14/20

	ACTUAL 2019	BUDGET 2020	ACTUAL 6/30/2020	ESTIMATED 2020	BUDGET 2021
BEGINNING FUND BALANCES	\$ 1,539,301	\$ 2,302,848	\$ 2,400,675	\$ 2,400,675	\$ 2,219,124
REVENUE					
Property taxes	163,776	604,635	584,760	604,635	860,641
Specific ownership tax	16,858	36,278	14,009	28,000	43,000
Interest income	39,089	17,530	11,264	13,020	19,020
Facilities fees	510,000	-	-	-	-
Admin fees	26,300	11,700	8,800	11,700	21,000
Operations and Maintenance Fees	442,561	506,028	246,549	493,000	571,542
Other revenue	2,073	-	-	14,000	-
Denver County Reimbursement	1,543,980	-	-	-	-
Reimbursed Expenditures	1,748	20,000	-	10,000	10,000
Developer advance	3,730,137	3,630,000	379,083	3,616,314	-
Total revenue	6,476,522	4,826,171	1,244,465	4,790,669	1,525,203
TRANSFERS IN	25,634	-	-	51,972	51,972
Total funds available	8,041,457	7,129,019	3,645,140	7,243,316	3,796,299
EXPENDITURES					
General Fund	148,858	127,000	55,442	114,000	145,000
Special Revenue Fund	320,558	600,000	222,428	491,765	550,500
Debt Service Fund	858,062	734,295	268,765	734,295	795,370
Capital Projects Fund	4,287,670	3,630,000	385,223	3,625,000	-
Capital Projects Reserve Fund	-	-	-	7,160	-
Total expenditures	5,615,148	5,091,295	931,858	4,972,220	1,490,870
TRANSFERS OUT	25,634	-	-	51,972	51,972
Total expenditures and transfers out requiring appropriation	5,640,782	5,091,295	931,858	5,024,192	1,542,842
ENDING FUND BALANCES	\$ 2,400,675	\$ 2,037,724	\$ 2,713,282	\$ 2,219,124	\$ 2,253,457
EMERGENCY RESERVE	\$ 821	\$ 3,800	\$ 3,600	\$ 3,800	\$ 5,400
SPECIAL REVENUE FUND RESERVE	14,200	15,200	7,400	14,800	17,100
DEBT SERVICE RESERVE 2017A BONDS	793,519	793,519	793,519	793,519	793,519
TOTAL RESERVE	\$ 808,540	\$ 812,519	\$ 804,519	\$ 812,119	\$ 816,019

No assurance provided. See summary of significant assumptions.

**DENVER CONNECTION WEST METROPOLITAN DISTRICT
PROPERTY TAX SUMMARY INFORMATION
2021 BUDGET
WITH 2019 ACTUAL AND 2020 ESTIMATED
For the Years Ended and Ending December 31,**

10/14/20

ACTUAL 2019	BUDGET 2020	ACTUAL 6/30/2020	ESTIMATED 2020	BUDGET 2021
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ASSESSED VALUATION - DENVER COUNTY

Residential	\$ 1,662,640	\$ 8,974,770	\$ 8,974,770	\$ 8,974,770	\$ 14,793,320
Commercial	3,900	366,280	366,280	366,280	312,900
State assessed	23,800	292,500	292,500	292,500	292,500
Vacant land	2,539,810	1,228,680	1,228,680	1,228,680	62,650
	<u>4,230,150</u>	<u>10,862,230</u>	<u>10,862,230</u>	<u>10,862,230</u>	<u>15,461,370</u>
Adjustments	-	-	-	-	-
Certified Assessed Value	<u>\$ 4,230,150</u>	<u>\$ 10,862,230</u>	<u>\$ 10,862,230</u>	<u>\$ 10,862,230</u>	<u>\$ 15,461,370</u>

MILL LEVY

General	11.055	11.133	11.133	11.133	11.133
Debt Service	44.222	44.531	44.531	44.531	44.531
Total mill levy	<u>55.277</u>	<u>55.664</u>	<u>55.664</u>	<u>55.664</u>	<u>55.664</u>

PROPERTY TAXES

General	\$ 46,764	\$ 120,929	\$ 120,929	\$ 120,929	\$ 172,131
Debt Service	187,066	483,706	483,706	483,706	688,510
Levied property taxes	<u>233,830</u>	<u>604,635</u>	<u>604,635</u>	<u>604,635</u>	<u>860,641</u>
Adjustments to actual/rounding	-	-	(19,875)	-	-
Refunds and abatements	(70,054)	-	-	-	-
Budgeted property taxes	<u>\$ 163,776</u>	<u>\$ 604,635</u>	<u>\$ 584,760</u>	<u>\$ 604,635</u>	<u>\$ 860,641</u>

BUDGETED PROPERTY TAXES

General	\$ 32,754	\$ 120,929	\$ 116,954	\$ 120,929	\$ 172,131
Debt Service	131,022	483,706	467,806	483,706	688,510
	<u>\$ 163,776</u>	<u>\$ 604,635</u>	<u>\$ 584,760</u>	<u>\$ 604,635</u>	<u>\$ 860,641</u>

No assurance provided. See summary of significant assumptions.

**DENVER CONNECTION WEST METROPOLITAN DISTRICT
GENERAL FUND
2021 BUDGET
WITH 2019 ACTUAL AND 2020 ESTIMATED
For the Years Ended and Ending December 31,**

10/14/20

	ACTUAL 2019	BUDGET 2020	ACTUAL 6/30/2020	ESTIMATED 2020	BUDGET 2021
BEGINNING FUND BALANCE	\$ 129,886	\$ 2,748	\$ (8,480)	\$ (8,480)	\$ 4,069
REVENUE					
Property taxes	32,754	120,929	116,954	120,929	172,131
Specific ownership tax	3,372	7,256	2,802	5,600	8,600
Interest income	-	30	16	20	20
Total revenue	36,126	128,215	119,772	126,549	180,751
TRANSFERS IN					
Transfers from other funds	-	-	-	-	-
Total funds available	166,012	130,963	111,292	118,069	184,820
EXPENDITURES					
Accounting	34,497	23,000	14,896	25,000	32,000
Auditing	4,900	5,000	-	5,000	5,200
County Treasurer's fee	298	1,209	1,170	1,209	1,721
Dues and licenses	-	-	-	-	4,000
District management	53,770	40,000	17,515	36,000	43,000
Legal services	48,502	30,000	19,637	40,000	53,000
Miscellaneous	6,891	5,000	111	1,000	3,000
Election	-	20,000	2,113	2,500	-
Contingency	-	2,791	-	3,291	3,079
Total expenditures	148,858	127,000	55,442	114,000	145,000
TRANSFERS OUT					
Transfers to other fund	25,634	-	-	-	-
Total expenditures and transfers out requiring appropriation	174,492	127,000	55,442	114,000	145,000
ENDING FUND BALANCE	\$ (8,480)	\$ 3,963	\$ 55,850	\$ 4,069	\$ 39,820
EMERGENCY RESERVE	\$ 821	\$ 3,800	\$ 3,600	\$ 3,800	\$ 5,400
TOTAL RESERVE	\$ 821	\$ 3,800	\$ 3,600	\$ 3,800	\$ 5,400

No assurance provided. See summary of significant assumptions.

**DENVER CONNECTION WEST METROPOLITAN DISTRICT
SPECIAL REVENUE FUND
2021 BUDGET
WITH 2019 ACTUAL AND 2020 ESTIMATED
For the Years Ended and Ending December 31,**

10/14/20

	ACTUAL 2019	BUDGET 2020	ACTUAL 6/30/2020	ESTIMATED 2020	BUDGET 2021
BEGINNING FUND BALANCE	\$ -	\$ 98,318	\$ 177,758	\$ 177,758	\$ 162,721
REVENUE					
Admin fees	26,300	11,700	8,800	11,700	21,000
Operations and maintenance Fee	442,561	506,028	246,549	493,000	571,542
Reimbursed expenditures	1,748	20,000	-	10,000	10,000
Other revenue	2,073	-	-	14,000	-
Total revenue	472,682	537,728	255,349	528,700	602,542
TRANSFERS IN					
Transfers from other funds	25,634	-	-	-	-
Total funds available	498,316	636,046	433,107	706,458	765,263
EXPENDITURES					
General and administrative					
Accounting	-	7,000	4,514	9,000	3,000
Dues and licenses	630	1,000	3,785	3,785	-
Insurance and bonds	23,266	30,000	29,890	29,890	31,000
Miscellaneous	3,363	1,000	3,072	6,000	3,000
Administrative management	29,909	95,460	41,616	76,516	91,000
District management	7,795	7,000	3,921	8,000	3,000
Legal services	9,740	5,000	8,815	10,000	5,000
Contingency	-	3,838	-	-	1,270
Operations and maintenance					
Clubhouse operations/supplies	44,406	142,480	34,863	140,000	73,170
Covenant control	37,519	25,000	1,737	3,500	3,500
Utility - water/sewer	11,576	25,000	3,072	25,000	25,000
Utility - electricity	14,456	9,600	3,248	10,000	10,000
Snow Removal	40,510	20,000	34,563	40,000	40,000
Security	14,983	14,150	900	14,000	14,000
Maintenance/repairs					
Dog park stations	6,646	8,000	4,966	9,740	10,000
Pool maintenance	41,168	22,500	8,552	27,100	30,000
Repairs and maintenance	9,426	30,000	4,950	10,000	10,000
Landscaping maintenance	25,165	91,000	29,964	69,234	187,560
Landscaping improvements	-	10,000	-	-	10,000
Capital					
Reserve for Capital improvements	-	51,972	-	-	-
Total expenditures	320,558	600,000	222,428	491,765	550,500
TRANSFERS OUT					
Transfers to other fund	-	-	-	51,972	51,972
Total expenditures and transfers out requiring appropriation	320,558	600,000	222,428	543,737	602,472
ENDING FUND BALANCE	\$ 177,758	\$ 36,046	\$ 210,679	\$ 162,721	\$ 162,791
SPECIAL REVENUE FUND RESERVE	\$ 14,200	\$ 15,200	\$ 7,400	\$ 14,800	\$ 17,100
TOTAL RESERVE	\$ 14,200	\$ 15,200	\$ 7,400	\$ 14,800	\$ 17,100

No assurance provided. See summary of significant assumptions.

**DENVER CONNECTION WEST METROPOLITAN DISTRICT
DEBT SERVICE FUND
2021 BUDGET
WITH 2019 ACTUAL AND 2020 ESTIMATED
For the Years Ended and Ending December 31,**

10/14/20

	ACTUAL 2019	BUDGET 2020	ACTUAL 6/30/2020	ESTIMATED 2020	BUDGET 2021
BEGINNING FUND BALANCE	\$ 2,387,176	\$ 2,201,782	\$ 2,222,711	\$ 2,222,711	\$ 2,007,522
REVENUE					
Property taxes	131,022	483,706	467,806	483,706	688,510
Specific ownership tax	13,486	29,022	11,207	22,400	34,400
Interest income	39,089	17,500	11,248	13,000	19,000
Facilities fees	510,000	-	-	-	-
Total revenue	693,597	530,228	490,261	519,106	741,910
TRANSFERS IN					
Transfers from other funds	-	-	-	-	-
Total funds available	3,080,773	2,732,010	2,712,972	2,741,817	2,749,432
EXPENDITURES					
General and administrative					
County Treasurer's fee	1,193	4,837	4,679	4,837	6,885
Debt Service					
Bond interest - Series 2017A	520,838	520,838	260,419	520,838	520,838
Bond interest - Series 2017B	334,198	203,120	-	203,120	212,147
Bond principal - Series 2017B	-	-	-	-	50,000
Paying agent fees	1,833	5,500	3,667	5,500	5,500
Total expenditures	858,062	734,295	268,765	734,295	795,370
TRANSFERS OUT					
Transfers to other fund	-	-	-	-	-
Total expenditures and transfers out requiring appropriation	858,062	734,295	268,765	734,295	795,370
ENDING FUND BALANCE	\$ 2,222,711	\$ 1,997,715	\$ 2,444,207	\$ 2,007,522	\$ 1,954,062
DEBT SERVICE RESERVE 2017A BONDS	\$ 793,519	\$ 793,519	\$ 793,519	\$ 793,519	\$ 793,519
SURPLUS RESERVE	969,000	969,000	969,000	969,000	969,000
DEBT SERVICE FUND BALANCE	460,192	235,196	681,688	245,003	191,543
TOTAL RESERVE	\$ 2,222,711	\$ 1,997,715	\$ 2,444,207	\$ 2,007,522	\$ 1,954,062

No assurance provided. See summary of significant assumptions.

**DENVER CONNECTION WEST METROPOLITAN DISTRICT
CAPITAL PROJECTS FUND
2021 BUDGET
WITH 2019 ACTUAL AND 2020 ESTIMATED
For the Years Ended and Ending December 31,**

10/14/20

	ACTUAL 2019	BUDGET 2020	ACTUAL 6/30/2020	ESTIMATED 2020	BUDGET 2021
BEGINNING FUND BALANCE	\$ (977,761)	\$ -	\$ 8,686	\$ 8,686	\$ -
REVENUE					
Developer advance	3,730,137	3,630,000	379,083	3,616,314	-
Denver County Reimbursement	1,543,980	-	-	-	-
Total revenue	5,274,117	3,630,000	379,083	3,616,314	-
TRANSFERS IN					
Transfers from other funds	-	-	-	-	-
Total funds available	4,296,356	3,630,000	387,769	3,625,000	-
EXPENDITURES					
General and Administrative					
Accounting	13,441	-	-	-	-
District management	26,199	-	-	-	-
Legal services	44,618	25,000	6,457	20,000	-
Repayment of Developer Advances	-	-	-	-	-
Capital Projects					
Architecture	2,161	25,000	-	25,000	-
Common area landscaping	-	1,100,000	-	1,100,000	-
Public art	-	250,000	-	250,000	-
Repay developer advance	1,543,980	-	-	-	-
Engineering	111,240	30,000	18,167	30,000	-
Capital outlay - HUB	-	-	-	-	-
Capital outlay	2,546,031	2,200,000	360,599	2,200,000	-
Total expenditures	4,287,670	3,630,000	385,223	3,625,000	-
TRANSFERS OUT					
Transfers to other fund	-	-	-	-	-
Total expenditures and transfers out requiring appropriation	4,287,670	3,630,000	385,223	3,625,000	-
ENDING FUND BALANCE	\$ 8,686	\$ -	\$ 2,546	\$ -	\$ -

No assurance provided. See summary of significant assumptions.

**DENVER CONNECTION WEST METROPOLITAN DISTRICT
CAPITAL PROJECTS RESERVE FUND
2021 BUDGET
WITH 2019 ACTUAL AND 2020 ESTIMATED
For the Years Ended and Ending December 31,**

10/14/20

	ACTUAL 2019	BUDGET 2020	ACTUAL 6/30/2020	ESTIMATED 2020	BUDGET 2021
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ 44,812
REVENUE					
Total revenue	-	-	-	-	-
TRANSFERS IN					
Transfers from other funds	-	-	-	51,972	51,972
Total funds available	-	-	-	51,972	96,784
EXPENDITURES					
Reserve study	-	-	-	7,160	-
Total expenditures	-	-	-	7,160	-
TRANSFERS OUT					
Transfers to other fund	-	-	-	-	-
Total expenditures and transfers out requiring appropriation	-	-	-	7,160	-
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ 44,812	\$ 96,784

No assurance provided. See summary of significant assumptions.

**DENVER CONNECTION WEST METROPOLITAN DISTRICT
2021 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 \$140,000,000 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 55.664 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, 2021, the adjusted maximum mill levy for debt service is 44.531 mills and for the general fund mill levy is 11.133.

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.

**DENVER CONNECTION WEST METROPOLITAN DISTRICT
2021 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues (continued)

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 5.00% 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 0.50%.

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. The District's Board of Directors has approved an increase to the District's rate structure effective January 1, 2021. The transfer fee increased from \$100 to \$250 per unit. It is anticipated that in 2021 the District will have 84 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 District's Board of Directors has approved an increase to the District's rate structure effective January 1, 2021. The O&M fees has been increased from \$168 to \$200.50 for each residential unit (19% increase), and from \$183 to \$205 (12% increase) for each rear-loaded residential 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 \$571,542. The rate increase was needed to compensate for higher operating cost. It is anticipated that in 2021 the District will close out all 699 units in the project.

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 included in the Special Revenue Fund budget.

**DENVER CONNECTION WEST METROPOLITAN DISTRICT
2021 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures – (continued)

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 is not anticipating any infrastructure improvements in 2021.

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, and interest on the Bonds. 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 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, 2021, the adjusted maximum mill levy is 44.531.

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.

**DENVER CONNECTION WEST METROPOLITAN DISTRICT
2021 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Debts and Leases (continued)

	Balance at December 31, 2019	Additions	Reductions	Balance at December 31, 2020	Due Within One Year
G.O. Bonds - Series 2017A	\$ 9,690,000	\$ -	\$ -	\$ 9,690,000	\$ -
G.O. Subordinate Bonds - Series 2017B	2,539,000	-	-	2,539,000	-
Accrued Interest - 2017B					
Subordinate Bonds	9,027	203,120	203,120	9,027	-
Developer Advances - General	110,576	-	-	110,576	-
Interest on Developer Advances - General	15,935	8,846	-	24,781	-
Developer Advances - Capital	15,421,147	3,616,314	-	19,037,461	-
Interest on Developer Advances - Capital	1,727,628	1,522,997	-	3,250,625	-
Total	\$ 29,513,313	\$ 5,351,277	\$ 203,120	\$ 34,661,470	\$ -
	Balance at December 31, 2020	Additions	Reductions	Balance at December 31, 2021	Due Within One Year
G.O. Bonds - Series 2017A	\$ 9,690,000	\$ -	\$ -	\$ 9,690,000	\$ -
G.O. Subordinate Bonds - Series 2017B	2,539,000	-	50,000	2,489,000	-
Accrued Interest - 2017B					
Subordinate Bonds	9,027	203,120	212,147	-	-
Developer Advances - General	110,576	-	-	110,576	-
Interest on Developer Advances - General	24,781	8,846	-	33,627	-
Developer Advances - Capital	19,037,461	-	-	19,037,461	-
Interest on Developer Advances - Capital	3,250,625	1,522,997	-	4,773,622	-
Total	\$ 34,661,470	\$ 1,734,963	\$ 262,147	\$ 36,134,286	\$ -

The District has no operating or capital leases.

Reserves

Emergency Reserve

The District has provided for an emergency reserve equal to at least 3% of fiscal year spending as defined under TABOR. Such emergency reserve is an integral part of Ending Funds Available. In addition, the District established a Special Revenue Fund Reserve that is equal 3% of the operations and maintenance fees revenue available.

Debt Service Reserves

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

This information is an integral part of the accompanying budget.

**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

Year Ended December 31,	Principal	Interest	Total
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>\$ 9,971,436</u>	<u>\$ 19,661,436</u>

The 2017B Bonds are structured as cash flow bonds, meaning that there no scheduled payments of principal or interest prior to the final maturity date.

No assurance provided. See summary of significant assumptions.

RESOLUTION NO. 2020 - 11 - ____

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE DENVER CONNECTION WEST
METROPOLITAN DISTRICT
TO ADOPT THE 2021 BUDGET AND APPROPRIATE SUMS OF MONEY**

WHEREAS, the Board of Directors of the Denver Connection West Metropolitan District ("District") has appointed the District Accountant to prepare and submit a proposed 2021 budget to the Board at the proper time; and

WHEREAS, the District Accountant has submitted a proposed budget to this Board on or before October 15, 2020, for its consideration; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on November 24, 2020, and interested electors were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, the budget has been prepared to comply with all terms, limitations and exemptions, including, but not limited to, reserve transfers and expenditure exemptions, under Article X, Section 20 of the Colorado Constitution ("TABOR") and other laws or obligations which are applicable to or binding upon the District; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law.

WHEREAS, the Board of Directors of the District has made provisions therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget; and

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, as more fully set forth in the budget, including any inter-fund transfers listed therein, so as not to impair the operations of the District.

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

1. That the budget as submitted, amended, and summarized by fund, hereby is approved and adopted as the budget of the Denver Connection West Metropolitan District for the 2021 fiscal year.

2. That the budget, as hereby approved and adopted, shall be certified by the Secretary of the District to all appropriate agencies and is made a part of the public records of the District.

3. That the sums set forth as the total expenditures of each fund in the budget attached hereto as **EXHIBIT A** and incorporated herein by reference are hereby appropriated from the revenues of each fund, within each fund, for the purposes stated.

ADOPTED this 24th day of November, 2020.

Secretary

(SEAL)

EXHIBIT A
(Budget)

I, Peggy Ripko, hereby certify that I am the duly appointed Secretary of the Denver Connection West Metropolitan District, and that the foregoing is a true and correct copy of the budget for the budget year 2021, duly adopted at a meeting of the Board of Directors of the Denver Connection West Metropolitan District held on November 24, 2020.

By: _____
Secretary

RESOLUTION NO. 2020 - 11 - ____

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE DENVER CONNECTION WEST
METROPOLITAN DISTRICT
TO SET MILL LEVIES**

WHEREAS, the Board of Directors of the Denver Connection West Metropolitan District (“District”) has adopted the 2021 annual budget in accordance with the Local Government Budget Law on November 24, 2020; and

WHEREAS, the adopted budget is attached to the Resolution of the Board of Directors to Adopt the 2021 Budget and Appropriate Sums of Money, and such budget is incorporated herein by this reference; and

WHEREAS, the amount of money necessary to balance the budget for general fund expenses from property tax revenue is identified in the budget; and

WHEREAS, the amount of money necessary to balance the budget for debt service fund expenses from property tax revenue is identified in the budget; and

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

1. That for the purposes of meeting all general fund expenses of the District during the 2021 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

2. That for the purposes of meeting all debt service fund expenses of the District during the 2021 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

3. That the District Accountant of the District is hereby authorized and directed to immediately certify to the County Commissioners of the City and County of Denver, Colorado, the mill levies for the District as set forth in the District’s Certification of Tax Levies (attached hereto as **EXHIBIT A** and incorporated herein by reference), recalculated as needed upon receipt of the final certification of valuation from the County Assessor in order to comply with any applicable revenue and other budgetary limits.

ADOPTED this 24th day of November, 2020.

Secretary

(SEAL)

EXHIBIT A
(Certification of Tax Levies)

When recorded return to:
McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80203

NOTICE TO TITLE COMPANIES: THE FOLLOWING RESOLUTION IMPOSES FEES WHICH, UNTIL PAID, CONSTITUTE A STATUTORY AND PERPETUAL LIEN ON AND AGAINST THE PROPERTY SERVED. CONTACT SPECIAL DISTRICT MANAGEMENT SERVICES, INC., AT (303) 987-0835 TO VERIFY PAYMENT.

RESOLUTION NO. 2020-11-_____

**AMENDED AND RESTATED RESOLUTION OF THE BOARD OF DIRECTORS OF
THE DENVER CONNECTION WEST METROPOLITAN DISTRICT
REGARDING THE IMPOSITION OF DISTRICT FEES**

A. Denver Connection West Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado located in the City and County of Denver, Colorado.

B. The District was organized pursuant to its Service Plan approved by the City and County of Denver, Colorado on September 12, 2016, as it may be amended from time to time (the “**Service Plan**”).

C. The District’s boundaries are described in the legal description attached hereto as **Exhibit A**, which legal description may be amended from time to time, pursuant to the inclusion and/or exclusion of property into or from the District (the “**Property**”).

D. William Lyons Homes, Inc., a California corporation (the “**Developer**”), has caused to be recorded that certain Declaration of Covenants and Restrictions of Denver Connection West, dated July 19, 2017, and recorded in the real property records of the City and County of Denver on July 21, 2017, at Reception No. 2017095170, as the same may be amended and/or modified from time to time (the “**Covenants**”) and applicable to the Property.

E. The Covenants provide that the District shall enforce each of the provisions provided therein.

F. The District, pursuant to the Covenants and Service Plan, is authorized and responsible for the ownership, operation, maintenance and construction of facilities to benefit the Property (the “**District Improvements**”).

G. The Property will benefit from the District Improvements and the District’s operation and maintenance of the same.

H. The District is authorized pursuant to Section 32-1-1001(1)(j), C.R.S., and its Service Plan to fix and impose fees, rates, tolls, charges and penalties for services, programs, or facilities provided by the District, which, until paid, shall constitute a perpetual lien on and against all property served.

I. The District is providing a service by operating and maintaining the District Improvements and administering the transfer of ownership of any dwelling Unit (hereinafter defined) located within the Property.

J. The District has determined that, to meet the costs associated with the District Improvements and the cost of operating and maintaining the District Improvements, it is necessary to impose an Operations and Maintenance Fee (hereinafter defined) and, to offset the administrative expenses incurred when property within the Districts is sold, an Administrative Fee on each single family residential dwelling unit (“**Residential Unit**”), each rear-loaded single family residential dwelling unit (“**RL Residential Unit**”), and each townhome unit (“**Townhome Unit**”) (each a “**Unit**” and collectively the “**Units**”) on the Property.

K. The District previously adopted Resolution No. 2017-05-01, Resolution of the Board of Directors of Denver Connection West Metropolitan District Regarding the Imposition of District Fees, which was recorded in the real property records of the City and County of Denver, Colorado, at Reception No. 2017098069 (the “**Previous Resolution**”).

L. Since the District’s adoption of the Previous Resolution, the costs to operate and maintain the District Improvements has increased, and, therefore, a related increase in the amount of fees imposed on each Unit on the Property is necessary.

M. The District wishes to amend and restate the Previous Resolution in its entirety through the adoption of this Resolution in order to increase the amount of fees imposed on each Unit on the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DENVER CONNECTION WEST METROPOLITAN DISTRICT, AS FOLLOWS:

1. The Board of Directors of the District hereby amends and restates the Previous Resolution in its entirety.

2. The Board of Directors of the District hereby finds, determines and declares that it is in the best interests of the District, its inhabitants and taxpayers to exercise its power by imposing the following fees:

(a) Operations and Maintenance Fee.

(i) The Board hereby imposes an Operations and Maintenance Fee (the “**O&M Fee**”) as follows:

(ii) In the amount of \$_____ per quarter (\$_____ per month) for each Residential Unit;

(iii) In the amount of \$_____ per quarter (\$_____ per month) for each RL Residential Unit; and

(iv) In the amount of \$_____ per quarter (\$_____ per month) for each Townhome Unit.

(v) The District reserves the right to amend this Resolution in the future to increase or decrease the amount of the O&M Fee.

(vi) The O&M Fee shall be paid in quarterly amounts as provided above per calendar quarter invoiced on each January 1st, April 1st, July 1st and October 1st and due on each January 25th, April 25th, July 25th and October 25th. An invoice for the O&M Fee payable for each calendar quarter will be mailed to each property owner (“**Owner**”) thirty (30) days prior to the final due date (the “**Bill Date**”), following a five (5) day grace period after the initial due date. If payment in full is not received by the 30th day following the Bill Date (the “**Past Due Date**”), the fee is deemed past due and otherwise outstanding. A “Reminder Notice” may be, but is not required to be, sent at such time. Notwithstanding the above, the Owner shall have the right to pay the O&M Fee for said calendar year in one (1) installment on or before January 15th, in which event, the Owner shall be entitled to a five percent (5%) discount.

(vii) Failure to make payment of any O&M Fees due hereunder shall constitute a default in the payment of such O&M Fee. Upon default, Owner shall be responsible for a late payment (“**Late Payment Fee**”) in the amount of \$15.00 per late payment.

(viii) If the Owner does not make payment of all past due amounts, which in the District’s sole discretion may include simple interest as permitted by Section 29-1-1102(7), C.R.S. (the “**Delinquent Balance**”), within sixty (60) days from the Past Due Date, the District may deliver to the Owner a Notice of Intent to File a Lien Statement (a “**Lien Notice**”). The Lien Notice shall give notice to the Owner that the District intends to perfect its lien against the Property by recording a Lien Statement in the office of the City and County of Denver Clerk and Recorder if the Delinquent Balance is not paid in full within thirty (30) days after said Lien Notice is served upon Owner by certified mail, return receipt requested, pursuant to Section 38-22-109(3), C.R.S.

(b) Administrative Fee.

(i) The Board hereby determines that in order to offset administrative costs associated with a transfer of ownership of any dwelling unit located within the Property, the District shall impose an Administrative Fee (the “**Administrative Fee**” and, collectively with the O&M Fee, the “**Fees**”) in the amount of \$250.00 per Unit, and shall be due and payable at the time of any sale, transfer or re-sale of any Unit constructed on a lot which has a certificate of occupancy.

3. The Fees shall not be imposed on real property actually conveyed or dedicated to non-profit owners’ associations, governmental entities or utility providers.

4. The Fees shall constitute a statutory and perpetual charge and lien upon the Property pursuant to Section 32-1-1001(1)(j), C.R.S., from the date the same becomes due and payable until paid. The lien shall be perpetual in nature as defined by the laws of the State of Colorado on the Property and shall run with the land and such lien may be foreclosed by the District in the same manner as provided by the laws of Colorado for the foreclosure of mechanics’ liens. This Resolution shall be recorded in the real property records of the Clerk and Recorder of the City and County of Denver, Colorado.

5. The District shall be entitled to institute such remedies and collection proceedings as may be authorized under Colorado law, including, but not limited to, foreclosure of its perpetual lien. The defaulting Owner shall pay all costs, including attorneys' fees, incurred by the District in connection with the foregoing. In foreclosing such lien, the District will enforce the lien only to the extent necessary to collect the Delinquent Balance and costs of collection (including, but not limited to, reasonable attorneys' fees).

6. Judicial invalidation of any of the provisions of the Resolution or of any paragraph, sentence, clause, phrase or word herein, or the application thereof in any given circumstances shall not affect the validity of the remainder of the Resolution, unless such invalidation would act to destroy the intent or essence of this Resolution.

7. Any inquiries pertaining to the Fees may be directed to the District Manager at: Peggy Ripko, Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228, phone number: 303-987-0835.

8. This Resolution shall take effect immediately upon its adoption and approval.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO RESOLUTION NO. 2020-11-_____]

APPROVED AND ADOPTED this ____ day of November, 2020.

**DENVER CONNECTION WEST
METROPOLITAN DISTRICT**

By: _____
President

Attest:

Secretary or Assistant Secretary

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

A PARCEL OF LAND LOCATED IN THE NORTH ONE-HALF OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 20, WHENCE THE NORTH ONE-QUARTER CORNER OF SAID SECTION 20 BEARS NORTH 89° 37' 46" EAST AT A DISTANCE OF 2652.47 FEET, SAID LINE ALSO BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION:

THENCE NORTH 89° 37' 46" EAST ALONG SAID NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 20, A DISTANCE OF 90.01 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF CHAMBERS ROAD,

THENCE SOUTH 00° 14' 04" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF CHAMBERS ROAD TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GREEN VALLEY RANCH BOULEVARD, A DISTANCE OF 83.00 FEET TO THE TRUE POINT OF BEGINNING,

THENCE NORTH 89° 37' 46" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY, BEING PARALLEL WITH AND 83.00 FEET SOUTH OF SAID NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 20, A DISTANCE OF 2563.30 FEET TO A POINT ON THE NORTH-SOUTH CENTER-LINE OF SECTION 20 WHENCE THE NORTH ONE-QUARTER CORNER OF SAID SECTION 20 BEARS NORTH 00° 20' 10" WEST A DISTANCE OF 83.00 FEET,

THENCE NORTH 89° 37' 19" EAST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY, BEING PARALLEL WITH AND 83.00 FEET SOUTH OF THE NORTH LINE OF NORTHEAST ONE-QUARTER OF SAID SECTION 20, A DISTANCE OF 746.46 FEET,

THENCE DEPARTING FROM SAID SOUTHERLY RIGHT-OF-WAY, SOUTH 44° 37' 19" WEST, A DISTANCE OF 21.35 FEET,

THENCE SOUTH 00° 22' 40" EAST, A DISTANCE OF 48.14 FEET,

THENCE SOUTH 12° 03' 45" WEST, A DISTANCE OF 60.34 FEET,

THENCE SOUTH 00° 22' 41" EAST, A DISTANCE OF 1388.21 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF BOLLING DRIVE, ALSO BEING THE NORTHERLY LINE OF GATEWAY PARK IV - DENVER FILING NO. 5 AS RECORDED APRIL 12, 2000 UNDER RECEPTION NO. 2000051305, WHENCE THE NORTHEAST CORNER OF SAID GATEWAY PARK IV - DENVER FILING NO. 5, BEARS NORTH 89° 22' 37" EAST A DISTANCE OF 925.19 FEET,

THENCE SOUTH 89° 22' 37" WEST ALONG SAID NORTHERLY LINE A DISTANCE OF 1854.03 FEET TO A NON-TANGENT CURVE,

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07° 38' 49", A RADIUS OF 600.00 FEET AND AN ARC LENGTH OF 80.08 FEET, WHOSE CHORD BEARS SOUTH 68° 36' 19" EAST A DISTANCE OF 80.02 FEET TO A POINT ON THE NORTHERLY LINE OF THE GATEWAY PARK IV-DENVER FILING NO. 1 AS RECORDED APRIL 10, 1998 IN BOOK 32 AT PAGES 14-16,

THENCE ALONG SAID NORTHERLY LINE SOUTH 89° 22' 37" WEST, A DISTANCE OF 1518.59 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY FOR CHAMBERS ROAD,

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, NORTH 00° 14' 04" EAST, A DISTANCE OF 1554.90 FEET TO THE POINT OF BEGINNING:

SAID PARCEL OF LAND CONTAINING 115.66 ACRES OR 5,038,109 SQUARE FEET, MORE OR LESS.

ALL REFERENCES TO RECORDED DOCUMENTS ARE FILED AT THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE.



RY PATRICK RUSK
PLS No. 38226
FORESIGHT WEST SURVEYING, INC.
4955 IRIS STREET
WHEAT RIDGE, CO 80033
303.901.0479
JUNE 8, 2016

RESOLUTION NO. 2020-11-_____

**RESOLUTION OF THE BOARD OF DIRECTORS OF DENVER CONNECTION WEST
METROPOLITAN DISTRICT AUTHORIZING ADJUSTMENT OF THE DISTRICT
MILL LEVY IN ACCORDANCE WITH THE COLORADO CONSTITUTION,
ARTICLE X, SECTION 3**

- A. Denver Connection West Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado pursuant to Title 32, Colorado Revised Statutes.
- B. The District operates pursuant to its Service Plan approved by the Council of the City and County of Denver, on September 12, 2016 (the “**Service Plan**”), which provides the District with the authority to impose mill levies on taxable property. Such mill levies will be the primary source of revenue for repayment of debt service, public improvements, and operations and maintenance costs of the District.
- C. The Service Plan authorizes a maximum mill levy of 40.000 mills for debt service (“**Maximum Debt Mill Levy**”), and a maximum mill levy of 10.000 mills for operations and maintenance (“**Maximum Operations and Maintenance Mill Levy**”), for a total combined maximum mill levy of 50.000 mills (“**Maximum Mill Levy**”).
- D. The Service Plan and Article X, Section 3 of the Colorado Constitution, (the “**Gallagher Amendment**”) authorize adjustment of the Maximum Mill Levy in the event that the method of calculating assessed valuation is changed after January 1, 2016, by any change in law, change in method of calculation, or in the event of any legislation or constitutionally mandated tax credit, cut, or abatement. The Maximum Mill Levy may be increased or decreased to reflect such changes. Such increases or decreases shall be determined by the Board in good faith (such determination to be binding and final) so that, to the extent possible, the actual tax revenues generated by the mill levy, as adjusted, are neither diminished nor enhanced as a result of such changes.
- E. The Service Plan and Gallagher Amendment provide that, for purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation.
- F. The Colorado General Assembly (the “**General Assembly**”) passed House Bill 17-1349, signed by the Governor of Colorado on June 15, 2017, which amended Section 39-1-104.2, C.R.S. by setting the ratio of valuation for assessment for real residential property at 7.2% (decreased from 7.96%) for property tax years commencing on and after January 1, 2017, until the next property tax year that the General Assembly determined to adjust the ratio of valuation for assessment for residential real property.
- G. In 2019, the General Assembly passed Senate Bill 19-255, signed by the Governor of Colorado on June 3, 2019, further amending Section 39-1-104.2, C.R.S. by setting the ratio of valuation for assessment for real residential property at 7.15% (decreased from 7.2%)

for property tax years commencing on or after January 1, 2019, until the next property tax year that the General Assembly determines to adjust the ratio of valuation for assessment for residential real property.

H. The Board of Directors of the District (the “**Board**”), authorized by the Service Plan and the Gallagher Amendment, determined it to be in the best interest of the District, its residents, users, property owners, and the public to adopt Resolution 2018-10-04, which adjusted the Maximum Mill Levy to mitigate the effect of the 2017 statutory change in the ratio of valuation for assessment from 7.96% to 7.20%, so that actual tax revenues were neither diminished nor enhanced as a result of the change in the ratio of valuation for assessment for residential real property.

I. The Board, authorized by the Service Plan and the Gallagher Amendment, determined it to be in the best interest of the District, its residents, users, property owners, and the public to adopt Resolution 2019-10-07, which adjusted the Maximum Mill Levy to mitigate the effect of the 2019 statutory change in the ratio of valuation for assessment from 7.20% to 7.15%, so that actual tax revenues were neither diminished nor enhanced as a result of the change in the ratio of valuation for assessment for residential real property.

J. In order to mitigate the effect of the 2019 statutory change in the ratio of valuation for assessment for residential real property from 7.20% to 7.15%, so that actual tax revenues are neither diminished nor enhanced as a result of the change in the ratio of valuation for assessment, the Board determines it to be in the best interest of the District, its residents, users, property owners, and the public to again adjust the Maximum Mill Levy.

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

1. The Board of the District hereby authorizes the adjustment of the Maximum Mill Levy to reflect the 2019 statutory change in the ratio of valuation for assessment for residential real property to 7.15%.

2. The Service Plan and the Gallagher Amendment allow for a Maximum Debt Service Mill Levy of 44.531 mills and a Maximum Operations and Maintenance Mill Levy of 11.133 mills, for a total combined Maximum Mill Levy of 55.664 mills (the “**Adjusted Mill Levy**”), so that District revenues shall be neither diminished nor enhanced as a result of the change in the ratio of valuation for assessment to 7.15%.

3. The Adjusted Mill Levy shall be reflected in the District’s Certification of Tax Levies to be submitted to the City and County of Denver Assessor on or before December 15, 2020, for collection in 2021.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO RESOLUTION AUTHORIZING ADJUSTMENT OF THE
DISTRICT MILL LEVY IN ACCORDANCE WITH THE COLORADO
CONSTITUTION, ARTICLE X, SECTION 3]**

RESOLUTION APPROVED AND ADOPTED ON NOVEMBER 24, 2020.

**DENVER CONNECTION WEST
METROPOLITAN DISTRICT**

President

Attest:

Secretary

GENERAL COMPREHENSIVE SCOPE OF SERVICES – TASK ORDER 8

INTRODUCTION

IDES is pleased to continue to provide services to the Denver Connection West Metro District. We propose to provide Services on a Time and Material Basis in accordance the Charge Rate Schedule listed in this Proposal.

SCOPE OF SERVICES

Task 1.0 Meetings and General Administration – DES will attend Board Meetings as needed and continue to update the project logs as needed.

Task 2.0 Final Walk Through and Contract Closeout with Chato's Concrete – Chatos Concrete will be at the end of their warranty period in February 2021. IDES will set up and attend a final walk through with the Contractor, the District, the Designer of Record, and the City prior to the end of their warranty period. It is not anticipated that there will be a punchlist since the City has already accepted these improvements.. If desired, the District can chose to waive the need for a final walk through. IDES will prepare the Final Acceptance letter for the District and distribute for execution.

Task 3.0 Final Walk Through and Contract Closeout with MW Golden – MW Golden will be at the end of their warranty period in May 2021. IDES will set up and attend a final walk through with the Contractor, the District and the Designers of Record prior to the end of their warranty period. If there are warranty items to be repaired, IDES will create a punchlist and track the repair of items on the punchlist. IDES will do a second walk though with them after the punchlist items have been resolved. IDES will prepare the Final Acceptance letter for the District and distribute for execution.

Task 4.0 Final Walk Through and Contract Closeout with Brightview Landscape – Brightview will be at the end of their warranty period in October 2021. IDES will set up and attend a final walk through with the Contractor, the District and the Designer of Record prior to the end of their warranty period. If there are warranty items to be repaired, IDES will create a punchlist and track the repair of items on the punchlist. IDES will do a second walk though with them after the punchlist items have been resolved. IDES will prepare the Final Acceptance letter for the District and distribute for execution.

Task 5.0 Final Walk Through and Contract Closeout with Thoutt Brothers – Thoutt Brothers will be at the end of their warranty period in January 2022. IDES will set up and attend a final walk through with the Contractor, the District and the Designer of Record prior to the end of their warranty period. It is recommended that this is done early (September or October of 2021) so that repairs can be made in 2021 if necessary. If there are warranty items to be repaired, IDES will create a punchlist and track the repair of items on the punchlist. IDES will do a second walk though with them after the punchlist items have been resolved. IDES will prepare the Final Acceptance letter for the District and distribute for execution.

Additional Services – Additional Services that are not included in this proposal, can be provided as requested.

FEE

Fee estimates for District engineering services may vary from consultant to consultant and should only be used as an estimate to assist in budgeting. The accuracy of our fee estimate can be affected by the completeness of the information provided by the District and Developer. This fee estimate can be impacted by

- constructability of plans,
- completeness of agreements,
- delayed construction,
- excessive change order requests,
- low quality construction,
- completeness of invoices and evidence of payment (completeness, readability, quantities and unit costs included, quantity, lack of duplicates, and evidence of payment easily ties to invoice),
- responsiveness of District and Developer

We will provide services to the District as requested and bill only for the actual time required to complete the services. We will bill using the unit rates provided. Our unit rates are subject to possible change on an annual basis.

Task 1.0	General Administration	\$2,100.00
Task 2.0	Chato's Concrete Closeout	\$1,400.00
Task 3.0	MW Golden Closeout	\$3,500.00
Task 4.0	Brightview Landscape Closeout	\$3,200.00
Task 5.0	Thoutt Brothers Closeout	\$3,200.00
Total		\$13,400.00

Due to the previous lawsuit, it is not clear if the standard closeout process should be followed for the MW Golden contract. If Task 3.0 is not to be used, the Total amount would be **\$9,900.00**.



355 Union Boulevard, Suite 302
Lakewood, CO 80228

2020 CHARGE RATE SCHEDULE

Services will be provided on a Labor Time and Expenses basis as provided below. The following Charge Rate Schedule shall remain in effect until December 31, 2019.

Billing Rates:

The following Billing Rates shall apply for the Task Order:

District Engineer	\$ 150.00 per hour
Professional Engineer (Office/Field)	\$ 140.00 per hour
Technical Specialist	\$ 125.00 per hour
Contracts Admin. Specialist/Sr. Field Tech	\$ 105.00 per hour
Assistant Engineer/Field Tech	\$ 95.00 per hour
Project Administrator	\$ 75.00 per hour

Reimbursable Expenses

Copies b/w up to 11 x 14	\$0.05
Copies color up to 11 x 14	\$0.10
Copies b/w 11 x 17	\$0.25
Copies color 11 x 17	\$0.25
Mileage	IRS Rate + 10%
Plan Copies, outside copies, other items	at cost + 10%



Absolute Pool Management

10650 Irma Drive, #2
Northglenn, CO 80233
303-495-2600
303-495-2569 (fax)

2021 Pool Maintenance Price Sheet

Denver Connection West Metropolitan District
4746 Jasper Street
Denver, CO 80239

7 Days/Week

Contract Costs

Pool maintenance	\$10,500.00
Chemicals	\$6,500.00
Restroom cleaning supplies	<u>\$200.00</u>
Total cost of contract	\$17,200.00

Payment Schedule

Payments for maintenance will be made monthly as follows:

May	\$1,365.00	13%
June	\$2,415.00	23%
July	\$2,415.00	23%
August	\$2,415.00	23%
September	<u>\$1,890.00</u>	<u>18%</u>
Total	\$10,500.00	100%

Payments for chemicals will be made as follows:

May	\$4,333.33	2/3
August	<u>\$2,166.67</u>	1/3
Total	\$6,500.00	

Payment for restroom cleaning supplies will be made as follows:

May	\$ 200.00
-----	-----------

Miscellaneous Costs

Labor rate for repairs	\$ 95.00 per hour
Labor rate for repairs 5pm–6am and weekends	\$ 110.00 per hour
Early opening / Extended opening	\$ 900.00 per week (includes maintenance and chemicals)

POOL MAINTENANCE AGREEMENT

AGREEMENT

This AGREEMENT is made and entered into this 29th day of September, 2020 by and between Denver Connection West Metropolitan District, hereinafter referred to as the ASSOCIATION, and **Absolute Pool Management, LLC**, hereinafter referred to as the CONTRACTOR. It is hereby mutually agreed and understood that for and in consideration of the sum or sums to be paid to the CONTRACTOR by the ASSOCIATION, as set forth in this contract, the said CONTRACTOR shall furnish all labor, permits, equipment, accessories, and material and shall perform all work in a good, substantial, timely and workmanlike manner, in accordance with the provisions and specifications of this agreement.

SCOPE

1. The CONTRACTOR will open and close the Association's pool and maintain it on a seven (7) day a week basis during the 2021 season.

PAYMENT (prices and payment schedule are listed in price sheet)

2. The CONTRACTOR agrees not to contact the Managing Agent requesting payment prior to due dates. All contract invoices will be sent by the first of the month to be paid that month. Payment for any repairs will be made within thirty (30) days of billing.

INSURANCE

3. The CONTRACTOR agrees to carry a policy of liability insurance with limits of at least \$2,000,000 naming the ASSOCIATION as an additional insured. CONTRACTOR shall provide to the MANAGING AGENT, a certificate assuring that the CONTRACTOR is covered by Workers' Compensation Insurance. All insurance certificates proving coverage must be submitted to the MANAGING AGENT PRIOR TO THE OPENING OF THE POOL.

COMMUNICATION

4. In the event that a condition arises which halts or interferes with the proper operation of the ASSOCIATION'S pool, the CONTRACTOR agrees to notify the MANAGING AGENT or on call after-hours operator immediately. The CONTRACTOR shall be immediately available to explain the condition, its probable cause, the options available for correction or repair, and the costs involved. The CONTRACTOR shall also notify the MANAGING AGENT or on call after-hours operator of all maintenance problems or potential problems, which do not require immediate attention as soon as such problems become apparent.

The CONTRACTOR will maintain liaison and cooperate fully with the MANAGING AGENT and report any problems to them. The CONTRACTOR will be available and return all phone calls, twenty-four (24) hours a day, as soon as possible. During the workday, calls will be returned within one (1) hour for non-emergency matters. For emergencies, calls will be returned within thirty (30) minutes of receipt of the call by pager, answering device, receptionist, or answering service.

REPAIRS (hourly rates are listed in price sheet)

5. Upon authorization from the MANAGING AGENT repairs will be made as soon as possible. Any additional labor or materials used to make repairs under the terms of this provision shall be charged to the ASSOCIATION and shall not be considered to be included in the contract price as set forth herein. No repairs in excess of \$500, other than emergency repairs (that would otherwise close the pool and disrupt services) will be done without prior authorization from the MANAGING AGENT.

EARLY OPENING (weekly rate is listed in price sheet)

6. If the ASSOCIATION requests an opening prior to the specified opening date the ASSOCIATION must notify the CONTRACTOR in writing by May 1st. The CONTRACTOR will provide continued services as specified herein. Payment for early opening will be made at the time the first payment is due.

EXTENDED OPENING (weekly rate is listed in price sheet)

7. If the ASSOCIATION requests an extended pool opening beyond the specified closing date the ASSOCIATION must provide the request in writing by August 15th. The CONTRACTOR will provide continued services as specified herein. Payment for extended opening will be made after the pool has been properly closed and winterized.

PERFORMANCE OF WORK

8. The CONTRACTOR shall furnish all labor and shall perform all work necessary to meet contract requirements in a good, substantial, and workmanlike manner, in accordance with the contract specifications contained herein.

POOL OPEN PERIOD

9. The pool will be open for use, and maintenance, from **May 28, 2021** through September 6, 2021.

POOL OPENING

10. The pool will be cleaned during May early enough to assure opening by **May 28, 2021**. If the pool is drained, a portable pump will be used, to be supplied by the CONTRACTOR. Diving boards, ladders, and chrome handrails will be installed. Pool lights will be checked and new lights installed, if necessary, at the ASSOCIATION'S expense. The main drain will be cleaned and hydrostatic valves will be checked to insure proper seating. Plugs will be installed in the pump room line ready for operation. The pool will be filled and the water will be cleaned before it is circulated and boiler fired up by May 24, 2021. If there is a pool cover, it will be removed and properly stored as directed.

CHEMICALS (cost is listed in price sheet)

11. The CONTRACTOR will provide all necessary pool chemicals, testing solutions and tablets. The CONTRACTOR guarantees that the actual cost of chemicals will not exceed the cost listed in this agreement by more than 25 percent. If the actual cost is above the contracted amount, a written clarification will be given with the final invoice.

WATER QUALITY

12. The CONTRACTOR will assure that the quality of pool water is in accordance with requirements of the State of Colorado Department of Health.

LOG

13. A log will be maintained at every visit recording PH levels, chlorine levels and pool temperatures and the log will be stored as directed by the MANAGING AGENT. If there is a baby pool, a separate log will be kept.

POOL SERVICING

14. The pool and pump room will be serviced at every visit by the CONTRACTOR and maintained in a clean and neat manner. The pump room will be locked at all times except when servicing is being done. Any spilled chemicals will be cleaned up immediately. The pool will be cleaned and serviced at every visit by the CONTRACTOR. Tile, or edges, will be cleaned and scrubbed to maintain a neat, clean appearance. Pool decks will be "policed" at every visit and all trash or debris will be disposed of properly. Any messes will be cleaned up. Pool decks will be hosed off as necessary. The pool will be vacuumed completely once a week and spot vacuumed as needed. Pool filters will be checked at every visit and back washed, by the CONTRACTOR, as necessary.

WINTERIZATION

15. The CONTRACTOR will prepare the pump room and pool for winter at the end of the season. Lines will be blown out with compressed air and plugged. Pump room drain plugs will be removed. Pool handrails, ladders, hardware, and the diving board will be stored as directed by the MANAGING AGENT. The water level will be left as appropriate for the pool. The pool water will be treated with an industrial grade algaecide and winter conditioner. The pump room will be cleaned and the pump room vent covers will be installed. If the pool is a fiberglass pool, it will not be drained under any circumstances. If there is a pool cover, it will be properly installed upon completion of winterization. **Proper winterization will be documented with Exhibit A (attached), which is to be signed by both the CONTRACTOR and the MANAGING AGENT.**

KEYS

16. The CONTRACTOR will receive keys from the MANAGING AGENT and will return the same number of keys to the MANAGING AGENT at the end of the season. Access to the CONTRACTOR's lock box is restricted to CONTRACTOR personnel only.

OPTION REGARDING REPAIRS

17. The CONTRACTOR AND ASSOCIATION agree that any repairs to the pool or its equipment, which are not a part of routine maintenance specified herein, the ASSOCIATION may solicit bids and opinions from contractors other than the CONTRACTOR and that the ASSOCIATION may choose to have said repairs made by contractors other than the CONTRACTOR.

EQUIPMENT "AS IS"

18. By acceptance of this contract, the CONTRACTOR assumes that all equipment is in working order and any necessary repairs and equipment replacement will be completed at the ASSOCIATION'S expense.

JANITORIAL SERVICE (cost of cleaning supplies is listed in price sheet)

19. This agreement includes janitorial service to the bathhouse restrooms which includes:

AT EVERY VISIT:

- Pick up and dispose of papers and trash
- Sweep floors in restrooms and halls
- Clean counter tops and sinks

AT LEAST ONCE A WEEK:

- Scrub floors
- Clean mirrors
- Clean toilet bowls inside and outside (including seats)

AS NECESSARY:

- Clean-up of any spills or messes as necessary
- Clean wastebaskets
- Assure that toilet paper, paper towels and soap are replenished

If the ASSOCIATION has on-site trash dumpsters, they may be used for normal daily trash only, all maintenance trash (equipment parts, chemicals, etc.) will be removed from the site by the CONTRACTOR. All supplies will be provided by the CONTRACTOR, but paid for by the ASSOCIATION.

SPA/JACUZZI *****

20. If there is a spa/jacuzzi, this agreement includes maintenance at the same scheduled times and with the same general service as provided to the pool.

COOPERATION WITH MANAGING AGENT

21. The CONTRACTOR recognizes that Special District Management Services, Inc. is the MANAGING AGENT for the ASSOCIATION and is responsible for overseeing the performance of the CONTRACTOR under this agreement. The CONTRACTOR agrees to cooperate fully with the MANAGING AGENT.

MODIFICATION/AMENDMENT

22. No modification, amendment, or alteration may be made to the agreement unless mutually agreed, in writing, by both parties. This agreement may not be assigned without written approval of the ASSOCIATION.

TERMINATION

23. Either party may terminate this agreement, with or without cause, by notice at least 15 days prior to the effective date, in writing, to the other party; except that this agreement may be terminated immediately, without notice, for failure to perform. If terminated, final payment will be due within 15 days of the termination date, and will be based upon a pro ration of the fee due for that month through the date of termination, such payment to be considered payment, in full, for services performed under this agreement.

CONFLICTS

24. If there is a conflict between this agreement, and any other documentation, which the CONTRACTOR may have submitted with their proposal, this agreement will govern.

TIME LIMIT

25. All servicing, except for emergencies and adverse weather, will be completed prior to 10:00 a.m.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed the day and year first herein written, all copies of which shall, to all intents and purposes, shall be considered the original.

ASSOCIATION: Denver Connection West Metropolitan District

BY: _____

TITLE: _____

DATE: _____

CONTRACTOR: **Absolute Pool Management, LLC**

BY: John Hollick 

TITLE: Owner

DATE: September 29, 2020

EMAIL ADDRESS: john@apoolman.com

See next page for Exhibit A

EXHIBIT A TO POOL MAINTENANCE AGREEMENT WINTERIZATION CHECKLIST

This form will be filled out by Absolute Pool Management at the completion of pool closing and winterization.

Absolute Pool Management does not control access to the Association's pool, pump room or premises and therefore is not responsible for any damage that occurs as a result of changes made to the pool or pump room by personnel other than Absolute Pool Management.

ITEM	COMPLETE	COMMENTS
lines blown out and plugged	<input type="checkbox"/>	
pump room drain plugs removed	<input type="checkbox"/>	
pool handrail, ladders, hardware and diving board removed and stored	<input type="checkbox"/>	
correct water level	<input type="checkbox"/>	
pool water treated with algaecide and winter conditioner	<input type="checkbox"/>	
pump room cleaned	<input type="checkbox"/>	
pump room vent covers installed	<input type="checkbox"/>	
pool cover installed	<input type="checkbox"/>	
restrooms winterized	<input type="checkbox"/>	
kitchen (summer use only) winterized	<input type="checkbox"/>	

The Absolute Pool Management signature below confirms that the specified items have been done to winterize the pool and adjacent area. The Association Representative signature confirms receipt of this checklist.

Absolute Pool Management:

Association Representative:

(printed name)

(printed name)

(signature)

(signature)

HUB at Denver Connection West

EXHIBIT A TO POOL MAINTENANCE AGREEMENT WINTERIZATION CHECKLIST

This form will be filled out by Absolute Pool Management at the completion of pool closing and winterization.

Absolute Pool Management does not control access to the Association's pool, pump room or premises and therefore is not responsible for any damage that occurs as a result of changes made to the pool or pump room by personnel other than Absolute Pool Management.

ITEM	COMPLETE	COMMENTS
lines blown out and plugged	<input checked="" type="checkbox"/>	
pump room drain plugs removed	<input checked="" type="checkbox"/>	
pool handrail, ladders, hardware and diving board removed and stored	<input checked="" type="checkbox"/>	
correct water level	<input checked="" type="checkbox"/>	
pool water treated with algaecide and winter conditioner	<input checked="" type="checkbox"/>	
pump room cleaned	<input checked="" type="checkbox"/>	
pump room vent covers installed	<input checked="" type="checkbox"/>	
pool cover installed	<input checked="" type="checkbox"/>	
restrooms winterized	<input checked="" type="checkbox"/>	
kitchen (summer use only) winterized	<input type="checkbox"/>	n/a

The Absolute Pool Management signature below confirms that the specified items have been done to winterize the pool and adjacent area. The Association Representative signature confirms receipt of this checklist.

Absolute Pool Management:

John Hollie
(printed name)

John Hollie
(signature)

Association Representative:

Ryan Williams
(printed name)

Ryan Williams
(signature)

Violations Summary

Denver Connection West Metropolitan District
 Period: 1/1/2020 through 11/19/2020

Date: 11/19/2020
 Time: 4:37 pm
 Page: 1

Violation Type / Item	Escalation	Item Count	# Letters	# Violations
Animals				
Closed				
Pet Waste	Level Courtesy Notice	1		
Total Items / Letters Closed		1	1	
Open				
Dogs: Off Leash	Level Courtesy Notice	3		
Pet Waste	Level Courtesy Notice	4		
Pet Waste	Level First Notice	1		
Total Items / Letters Open		8	9	
Total Animals		9	10	8
Fencing				
Closed				
Fencing: needs stain	Level First Notice	1		
Total Items / Letters Closed		1	2	
Open				
Fencing: Does Not Conform to Guidelines	Level Courtesy Notice	3		
Fencing: Missing Section	Level Courtesy Notice	1		
Fencing: needs stain	Level Courtesy Notice	38		
Fencing: needs stain	Level First Notice	12		
Total Items / Letters Open		54	68	
Total Fencing		55	70	55
Holiday Decorations				
Closed				
Holiday Decorations: Left Up	Level Courtesy Notice	5		
Holiday Lights: Left Up	Level Courtesy Notice	1		
Total Items / Letters Closed		6	5	
Open				
Holiday Decorations: Left Up	Level Courtesy Notice	34		
Holiday Lights: Left Up	Level Courtesy Notice	5		

Violation Type / Item	Escalation	Item Count	# Letters	# Violations
Holiday Decorations				
Open				
Total Items / Letters Open		39	38	
Total Holiday Decorations		45	43	43
Landscaping				
Open				
Landscaping: Deadline Past Due	Level Courtesy Notice	1		
Landscaping: Deadline Past Due	Level Third Notice	1		
Total Items / Letters Open		2	2	
Total Landscaping		2	2	2
Lawn				
Open				
Lawn: Dead	Level Courtesy Notice	2		
Lawn: Dead	Level First Notice	1		
Lawn: Dead Spots	Level Courtesy Notice	4		
Lawn: Dead Spots	Level First Notice	1		
Lawn: Drainage Issues	Level Courtesy Notice	1		
Lawn: Health of Grass	Level Courtesy Notice	24		
Lawn: Health of Grass	Level First Notice	3		
Lawn: Health of Grass	Level Second Notice	2		
Lawn: Needs Mowed	Level Courtesy Notice	7		
Lawn: Needs Mowed	Level First Notice	2		
Total Items / Letters Open		47	66	
Total Lawn		47	66	47
Misc				
Closed				
Objects Stored at House/On Side	Level Courtesy Notice	1		
Trash/Debris at Residence	Level Courtesy Notice	1		

Violations Summary
 Denver Connection West Metropolitan District
 Period: 1/1/2020 through 11/19/2020

Date: 11/19/2020
Time: 4:37 pm
Page: 3

Violation Type / Item	Escalation	Item Count	# Letters	# Violations
Misc				
Closed				
Unapproved Improvement	Level First Notice	1		
Total Items / Letters Closed		3	4	
Open				
AC Equipement	Level Courtesy Notice	1		
Accessory Building/Playsets: Too Tall	Level Courtesy Notice	1		
Flag: Not Allowed	Level Courtesy Notice	2		
Grill: Stored Incorrectly	Level Courtesy Notice	7		
Nuisance	Level Courtesy Notice	6		
Nuisance	Level First Notice	1		
Objects Stored at House/On Side	Level Courtesy Notice	9		
Objects Stored at House/On Side	Level First Notice	2		
Play Structure/Sports Equipment: Not Allowed	Level Courtesy Notice	7		
Trash/Debris at Residence	Level Courtesy Notice	1		
Unapproved Improvement	Level Courtesy Notice	6		
Unapproved Improvement	Level First Notice	2		
Unapproved Improvement	Level Second Notice	1		
Unapproved Improvement	Level Third Notice	1		
Total Items / Letters Open		47	62	
Total Misc		50	66	49
Painting				
Open				
Painting: Accessory building does not match home colors	Level Courtesy Notice	1		

Violations Summary

Denver Connection West Metropolitan District
 Period: 1/1/2020 through 11/19/2020

Date: 11/19/2020
 Time: 4:37 pm
 Page: 4

Violation Type / Item	Escalation	Item Count	# Letters	# Violations
Painting				
	Open			
Painting: Miscellaneous Painting - Trim/Crossmembers	Level Courtesy Notice	1		
Total Items / Letters Open		2	2	
Total Painting		2	2	2
Parking, etc.				
	Open			
Camper/Trailer/Recreational/Heavy Equipment Vehicle at Residence	Level Courtesy Notice	2		
Car Parked on landscaped area	Level Courtesy Notice	13		
Car Parked on landscaped area	Level First Notice	2		
Car Parked on landscaped area	Level Second Notice	1		
Car Parked on Road	Level Courtesy Notice	1		
Parking Where Not Permitted	Level Courtesy Notice	19		
Parking Where Not Permitted	Level First Notice	1		
Parking Where Not Permitted	Level Third Notice	1		
Total Items / Letters Open		40	48	
Total Parking, etc.		40	48	38
Short Term Rental - AirBnB/VRBO				
	Closed			
Short Term Rentals/AirBnB/VRBO not Permitted in this Community	Level Courtesy Notice	2		
Total Items / Letters Closed		2	2	
	Open			
Short Term Rentals/AirBnB/VRBO not Permitted in this Community	Level Courtesy Notice	4		
Total Items / Letters Open		4	4	
Total Short Term Rental - AirBnB/VRBO		6	6	6
Trash Cans				
	Open			
Trash Cans: Out After Collection Time	Level Courtesy Notice	30		
Trash Cans: Out After Collection Time	Level First Notice	29		

Violations Summary

Denver Connection West Metropolitan District
 Period: 1/1/2020 through 11/19/2020

Date: 11/19/2020
 Time: 4:37 pm
 Page: 5

Violation Type / Item	Escalation	Item Count	# Letters	# Violations
Trash Cans				
	Open			
Trash Cans: Out After Collection Time	Level Second Notice	1		
Trash Cans: Out Before Collection Time	Level Courtesy Notice	1		
Trash Cans: Visible	Level Courtesy Notice	6		
Trash Cans: Visible	Level First Notice	2		
Total Items / Letters Open		69	76	
Total Trash Cans		69	76	69
Trees				
	Open			
Tree: Dead	Level Courtesy Notice	1		
Total Items / Letters Open		1	1	
Total Trees		1	1	1
Weeds				
	Open			
Weeds in Lawn	Level Courtesy Notice	6		
Weeds in Lawn	Level First Notice	2		
Weeds: Driveway	Level Courtesy Notice	1		
Weeds: Rock/mulch beds	Level Courtesy Notice	9		
Weeds: Rock/mulch beds	Level First Notice	1		
Total Items / Letters Open		19	20	
Total Weeds		19	20	18
Total for Denver Connection West Metropolitan District		345	410	338

November 2, 2020

HOA Board for Denver Connection West:

This letter is in regards to amending the ban on short-term rentals (STRs) in the Denver Connection West neighborhood.

It is not my intention to suggest that the concerns surrounding STRs are not valid. The most common complaints about STRs are that guests have no obligation to respect the neighborhood's rules and, because they are often on vacation, can be inconsiderate of neighbors. These concerns can reasonably be attributed to STRs wherein the homeowner is not living on the property, which means the guests' behaviors are not monitored and there is an increased risk of disturbance and police presence. I do not want these issues in the neighborhood, either.

I am requesting consideration for changing the covenant specifically to permit short-term rental guests in households where the homeowner (or full-time tenant with permission from the homeowner) lives on the property full-time. I am making this request because this ban is, to an extent, an invasion of occupants' privacy and infringes on a homeowner's/tenant's ability to utilize the home for financial gain.

It is safe to assume that every home in the neighborhood has guests at some point and it would be unreasonable to bar homeowners and tenants from having guests; what transpires behind closed doors is of no concern to anyone else so long as no one is being harmed or unreasonably inconvenienced. Furthermore, these guests could be providing the homeowner/tenant financial compensation to stay in the home for any amount of time which isn't much different than short-term guests as defined in the context of this letter. Disruptive behavior such as noise and exterior property damage, regardless of someone being a homeowner, tenant, or guest, is unacceptable for keeping the neighborhood aesthetically pleasing, inviting, and attractive to future buyers or tenants and the covenant has sanctions in place to discourage and penalize any violations. The same is true for hosting short-term guests.

Homeowners have the ability to rent their home to a tenant for an extended period of time (more than 30 days) which, given the Denver housing market, can generate a sizable income. For those who are not in a position to rent their entire home, hosting short-term guests while the owner/tenant is on the property affords them the possibility of financial gain in much the same way as those renting their entire homes.

If this change were made, a few things would protect neighbors from disturbance and the neighborhood from declining. As a clinical social worker, I have observed people in a myriad of environments and from that experience I know that most people are disinclined to behave poorly in someone else's home simply because it's rude. In addition, people are disinclined to behave poorly because the homeowner will leave an unsavory review of the guest which, in turn, will make it more difficult for the guest to utilize the rental service in the future. Those who only rent a room are presumably on a goal-driven trip (vacation, business, etc.) and have little intention of being in the neighborhood for long periods of time i.e. it would be difficult to cause a disturbance with such little time in the home. Along the same line, since they won't be at the home much, guests are unlikely to bring extra guests into the home, keeping the number of people present manageable.

Again, should anyone residing in a home or guests behave counter to the HOA's rules the covenant already has sanctions and penalties in place to manage those risks.

Short-term guests renting an entire home pose a disturbance risk as they are not held accountable by the homeowner and have no incentive to be respectful of neighbors. Short-term guests renting a room in a home, however, are unlikely to bother neighbors while also allowing full-time residents the opportunity to earn money. Given the current economic crisis, many people would be grateful for such an opportunity.

I appreciate your time and consideration regarding this matter and welcome any questions, comments, or concerns; I can be reached at 501-358-1887 and eirinjlj@gmail.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Eirin Lewis', with a stylized, cursive script.

Eirin Lewis, MSW, LCSW, COTA/L
16083 E 47th Place | Denver, CO | 80239



DATE: 10/07/2020
Project: Holiday Lighting
Contact: Ryan Williams
Phone: 303.987.0835
Email: rwilliams@sdmsi.com
Address: 4746 Jasper Street Denver CO 80239

525 N. Laredo St.
Aurora, CO 80011
Phone: (303)344-4465
Fax: (303)344-1518

Dear Ryan

Thank you for the opportunity to present our proposal to you for CAPSTC site. Pricing for the proposal below includes labor, equipment and, trash fee.

SCOPE OF WORK:

DESCRIPTION	QUANTITY	AMOUNT
4 entries into the Community		
<ul style="list-style-type: none">LED Mixed noble wreath warm white 36"LED Pre-Lit Garland 9'HBL Red Bow w/Gold trim 36"	<ul style="list-style-type: none">4EA12EA4EA	
The HUB		
<ul style="list-style-type: none">LED Mixed noble wreath warm white 36"LED Pre-Lit Garland 9'HBL Red Bow w/gold trim 12"1-1 Gal. Dwarf Alberta Spruce2-5 Gal. Blue Point JuniperAmended TopsoilBio FertilizerHBL Extension CordMisc. Parts	<ul style="list-style-type: none">2EA2EA4EA1EA2EA1EA1EA1EA1EA	
<ul style="list-style-type: none">Mobilization feeForeman feeLabor fee	<ul style="list-style-type: none">1EA1EA1EA	
TOTAL		\$ 5, 343.00

We appreciate your time in considering Landtech Contractors, Inc. for this project. If you should have any questions or require additional information, please do not hesitate to call. The price will be honored for 30 days from the proposal date. Sales tax will be charged on the selling price of all materials at local rates unless tax exempt.

Payment terms are Net 10 days for the account to be paid in full. The owner or the Responsible Party agrees that the accounts 30 days past due will be charged 1.5% per month.

Best regards,

Fernando Lopez, CLT
Landscape Manager
Mobile: 720.371.6301
FernandoL@Landtechcontractors.com

Offer accepted as above:

Customer Signature

Printed Name and Title

Date

Dwarf Alberta Spruce



Blue Point Juniper



36" WREATH



PRE-LIT GARLAND



RED BOW WITH GOLD TRIM



Date: 09/03/2020



Landscape Maintenance Proposal

Property: Denver Connection West Metropolitan District
Address: 4746 Jasper Street Denver Colorado 80239

Contact: Ryan Williams
Phone: 303.987.0835, Ext 208
Email: rwilliams@sdmsi.com
Regarding: 2020-2022 Landscape Maintenance bid



Dear , Ryan

I would like to **thank you** for considering  to meet your specific needs. For **thirty years** we have been dedicated to serving clients *just like you* by *creating and maintaining the most beautiful landscapes* in Denver and surrounding areas. Our *modern fleet of equipment and best personnel in the industry* keep us highly recommended by our clients, and enable us to serve your specific needs and fulfill **all your landscaping desires**.

Our full range services include: **Custom Enhancements, Innovative Construction, Skillful Maintenance**, and both *Reclamation* and *Renovation*. We also offer winter services to serve your needs *all year round*!

I have included a detailed description of our services (exhibit-D) and different proposal options (exhibit- A) to *complement your specific needs*. For your ease I have also included a general scope of work (exhibit-B) and general terms and conditions (exhibit-C) and finally **your contract** (exhibit-E) so we can **begin serving you as soon as possible**!

Sincerely,

Fernando Lopez, CLT

Landscape Account Manager

Mobile 720.371.6301

FernandoL@Landtechcontractors.com



"...genuinely concerned with the quality of the end product."
—Kevin O. at Hughes/Smith, Inc.

"...High level of service and integrity..."
—James P. at Pinkard Construction

"... I would recommend Landtech Contractors, Inc. to anyone..."
—Eldon V. District Engineer

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LONGMONT DIVISION: 10765 Turner Blvd, Unit C Longmont, CO 80504 Phone: (720) 494-9860 Fax: (720) 494-9752

		12 Month Total Care Package	12 Month Total Care Package
		Oct 1 st 2020- Sep 31 st 2021	Oct 1 st 2021-Sep 31 st 2022
TURF AREAS:			
Mowing		26	26
Edging		7	7
Line Trimming/Blowing		26	26
Fertilization		3	3
Weed Control		3	3
Aeration		1	1
BED AREAS:			
Weeding		7	7
Spring Pre-Emergent Weed App.		1	1
Shrub Pruning Spring / Summer		2	2
GENERAL CLEAN-UP:			
Debris in Turf/Walks/Beds		26	26
Weed Control in Cracks/Crevices		7	7
Spring Clean-up		1	1
Fall Clean-up		1	1
IRRIGATION:			
Irrigation System Activation		1	1
Management of System		14	14
Irrigation System Winterization		1	1
NATIVE AREA:			
Native Mowing services		3	3
Broadleaf weed control		3	3
WINTER SERVICES:			
Trash patrol service (pet waste not included)		5	5

MONTHLY TOTAL: \$ 7,815.00

GRAND TOTAL \$ 187,560.00

NOTE:



CUSTOMER INITIALS REQUIRED: ()

Exhibit B: General Scope of Work

- A. **Scope of Work:** Contractor will furnish all labor, tools, specialized equipment, supervision and transportation required to maintain the landscape in an attractive condition throughout the year for the maintenance period specified in contract.
- B. **Definitions:** The term "Contractor" where used in this agreement shall mean Landtech Contractors, Inc. The representative is Larry D. Overlay. The term "Contracting Company" where used in this agreement shall mean Owner or Management Company.
- C. **Insurance:** Contractor will carry complete and adequate worker's compensation, automobile, and general liability insurance in the amount of not less than \$1,000,000.00 (One Million Dollars). Contractor shall supply Contracting Company with a certificate of insurance of such coverage prior to commencement date.
- D. **Damages:** Contractor will be responsible for any damages to the property caused by this contract. The cost of all repairs will be borne by the Contractor.
- E. **Acts of God:** The Contractor assumes no responsibility for and shall not be held liable by the Contracting Company for damages due to conditions beyond the contractor's control. Such conditions include, but are not limited to: harsh weather; abnormally cold winter temperatures; snow damage; ice; melting snow; wind; fire; vandalism; theft; and previous contractor's neglect or improper practices.
- F. **Pre-Existing Conditions:** It is acknowledged by the parties that the present condition of the turf grass is Average; the present condition of trees is Average; the present condition of shrubs is Average; the present condition of the sprinkler system is Average; the present condition of walks is Average; the present condition of drives is Average and the present condition of native area is Average. The Contractor is not responsible for any such conditions nor any continual wear and tear, or acts of third parties.
- II. **If condition of property falls to below average conditions during winter months due to: limited leaf removal, limited cut backs of shrubs, limited winter maintenance, improper maintenance from previous season. There will be a ____ T&M ____ charge added to the contractual spring cleanup amount.**
- G. **Communication System:** The Contractor is expected to be available via telephone, and respond as necessary to emergencies that may arise. Emergencies are defined as items, which, by their nature, cannot be postponed and may cause damage to health or property. Response to emergencies will be by whatever means is most practical to remedy a particular situation. Contractor is entitled to compensation for such emergencies.
- H. **Personnel:** Contractor's employees shall conduct themselves in a workmanlike manner at all times. Contractor is expected to provide adequate supervision at all times.
- I. **Licenses and Permits:** Contractor shall be responsible for obtaining and paying for all licenses and permits required by Federal, State, and local laws that are necessary for the legal operation of the Contractor's business. Such licenses and permits shall include, but not be limited to: business, and commercial pesticides applicator. However, special permits (such as special watering permits) will be obtained at the expense of the Contracting Company.
- J. **Weather permitting:** All items in this agreement are stated assuming that weather conditions are favorable. Contractor is not to be held responsible, in any way, for delays in the completion of specified tasks due to weather conditions.
- K. **Modification:** In all cases, the included "Exhibit D-Description of Services" shall supersede or modify items stipulated in the "Exhibit B-General Scope of Work".

Exhibit C: Terms and Conditions

- A. **Location.** This landscape maintenance agreement is for services to be performed at the following location(s): **4746 Jasper Street Denver CO 80239**
- B. **Term.** The term and start date of this agreement shall be agreed upon in exhibit E.
- C. **Assignment.** Neither party may assign this contract without the written consent of the other party.
- D. **Scheduling.** All work scheduling shall be at the discretion of Contractor as to time, day, month, etc. Contracted items will be given priority over time and material or extra work, in order to remain on established schedules.
- E. **Delay.** The Contractor shall not be held liable for delays in completion of contracted items, due to, but not limited to: acts of God; acts of Contracting Company; weather conditions; acts of public; or any other unforeseen items beyond the reasonable control of the Contractor.
- F. **Modifications.** The general requirements, technical specifications, statement of charges, and landscape maintenance contract are all considered a part of this agreement and shall constitute the entire agreement between the contracting parties. No variance or modification shall be valid and enforceable, unless mutually agreed upon in writing.
- G. **Pricing and Payment.** The total amount of the base contract and base monthly charges shall be agreed upon in exhibit E. All accounts will be billed on the 20th day of each month, with terms of net 10 days (due date) for account to be paid in full. Early termination of the contract will result in an audit of actual services performed and billed accordingly. Extra services, if authorized, and emergency services shall be billed at the rates listed in section III of the "Statement of Charges" in the contract plus materials.
- H. **Termination Without Cause.** Either party may terminate this agreement without cause by sending written notice to the other party at the respective addresses herein stated. Written notice is to be given at least 30 days prior to effective date of termination. Full payment for the actual services performed and materials provided at time of termination becomes due and payable on, or before, date of termination. In the event of pre-payment of services not performed and/or materials not provided, credit refund will be due and payable on, or before, date of termination.
- I. **Termination for Cause.** Either party may terminate this contract for cause, upon sending written notice to the other party. Contractor may terminate this agreement for cause, upon sending written notice to the other party. Contractor may terminate this agreement for cause: (a) upon Contracting Company's failure to make any of the agreed upon payments, as outlined herein; or (b) for the Contracting Company's unreasonable determination of "lack of satisfactory performance or substantial completion of the Contractor's duties as specified herein". Contracting Company may terminate this agreement for cause: (a) for proof of lack of satisfactory performance; or (b) for obvious gross negligence or neglect by the Contractor.
- J. **Notices.** All notices required hereunder shall be in writing and shall be sent in the United States mail, certified mail, return receipt requested, correctly addressed to contractor: Landtech Contractors, Inc. Maintenance Division, 525 N. Laredo St. Aurora, CO 80011
- K. **Acceptance of Proposal.** The above prices, specifications, and conditions are satisfactory and are hereby accepted. LANDTECH CONTRACTORS, INC. is authorized to do the work as specified. Payment is outlined above in Section IV, paragraph 7. OWNER agrees that accounts 10 days past the due date will be charged 1.5% per month (18% per year). Should this account be referred to an agency, attorney or court for collection, OWNER agrees to pay reasonable attorney's fees, court costs and any other expenses of collection by LANDTECH CONTRACTORS, INC.

CUSTOMER INITIALS REQUIRED: ()

DENVER HEADQUARTERS: 525 N. Laredo St., Aurora, CO 80011 Phone: (303) 344-4465 Fax: (303) 344-1518

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LONGMONT DIVISION: 10765 Turner Blvd, Unit C Longmont, CO 80504 Phone: (720) 494-9860 Fax: (720) 494-9752

- L. **Attorneys Fees.** In the event either party to this agreement commences an action to enforce the terms of this agreement, then the prevailing party shall be entitled to recover its attorney's fees and costs.

Exhibit D- Description of Services

Turf Care

A. Mowing

1. All turf areas shall be mowed at the specified frequencies noted on the attached proposal. The Contractor will determine mowing height. Frequency of mowing will vary in the spring and fall, due to seasonal weather conditions and growth rate of turf.
2. Grass catchers will be used only if there is a specific need and will be used at the discretion of the Contractor. Excessive clippings will be removed from turf.
3. Contractor reserves the right to leave areas un-mowed which he feels would be unsafe to mow due to, but not limited to, the following reasons:
 - a) Areas in use at the time of mowing by large groups of residents, children, etc.
 - b) Areas excessively wet due to rain or improper drainage not caused by the contractor.
 - c) Areas with large concentration of pet droppings.
 - d) Areas under construction.

B. Trimming

1. All turf areas inaccessible to mowing equipment will be trimmed as needed in conjunction with mowing operations to maintain a neat well-groomed appearance.
2. Where practical, Contractor may use an approved herbicide and/or growth regulator around fences, trees, and other obstacles that may be damaged by repeated use of string line trimmers.
3. After mowing operations are completed, all grass clippings will be blown and/or removed from walks, drives, patios, etc.

C. Edging

1. Edging of walks, swimming pool decks, etc. will be done at the frequency specified in the attached proposal, through the use of a steel blade edger.
2. Edging is limited to concrete areas, in order to avoid damage to irregular asphalt, flagstone, brick, wood walks and decks.
3. Concrete drainage pans/spillways will not be edged, unless otherwise specified in this contract.
4. Excessive debris resulting from edging shall be collected and removed.

D. Aeration

1. Aerations will be performed with a core aerator at the frequency specified in the attached proposal.

E. Police Area

1. All landscape areas will be policed for loose trash in conjunction with mowing operations. Annual contracts will be policed for loose trash at the frequencies specified in the attached proposal.
2. Policing does not include the clean-up of drives and parking lots unless specified in this contract. The clean-up of debris due to vandalism, dumping, improperly contained dumpsters, acts of God, etc., will be an extra service to this contract.
3. Removal of pet droppings is not the responsibility of the Contractor unless otherwise specified.

F. Turf Weed Control

1. All turf areas will be treated for the control of broadleaf weeds at the frequency specified in the attached proposal.
2. The Contractor will be responsible for weed control between the months of May 1st thru October 31st as needed. The Contractor is not responsible for excessive rains, which may wash treatment material away. The cost of all additional treatment is the responsibility of the Contracting Company. From May 1st thru October 31st broadleaf weed control in turf is handled on a curative basis, rather than a preventive basis.
3. Where needed, Contractor will recommend pre-emergent weed control if not included in the attached proposal. Pre-emergent weed control will be done at the expense of the Contracting Company, and only after approval is obtained.

Note: Contractor reserves the right to hire a subcontractor to perform this task. Subcontractor shall be a licensed and insured commercial applicator.

G. Turf Fertilization

1. All turf areas will be fertilized at the frequency specified in the attached proposal. A quality, balanced fertilizer will be provided by Contractor.
2. Care will be taken to clean fertilizer off all sidewalks, patios, pool decks, etc., to minimize the possibility of iron stains, however, even with the utmost care some staining may still occur.

Note: Contractor reserves the right to hire a subcontractor to perform this task. Subcontractor shall be a licensed and insured commercial applicator.

H. Spring Cleanup

1. At the frequency specified in the attached proposal, Contractor will perform spring cleanup including gathering and removing trash, leaves, and debris in turf and bed areas. Parking lots are excluded.

CUSTOMER INITIALS REQUIRED: ()

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I. Fall Cleanup

1. At the frequency specified in the attached proposal, Contractor shall be responsible for gathering and removing leaves from the site in the fall. Contracting Company will direct Contractor as to when each service frequency is to be performed. Additional frequencies will be an extra service to this contract.

Tree, Shrub, and Bed Care

J. Bed Care

1. Rock bed areas will be inspected at the frequencies specified in the attached proposal for mulch depth and conditions. If additional materials are required, the Contracting Company will be notified and provided with an estimate to perform the work.
2. Rock bed areas will be kept substantially free of weeds by means of chemical control, or hand weeding at the frequencies specified in the attached proposal. Every effort will be made to control grasses and bindweed growing directly in shrubs and ground cover; however, control of these items is not always guaranteed.
3. Where needed, Contractor will recommend pre-emergent weed control if not included in the attached proposal. Pre-emergent weed control will be done at the expense of the Contracting Company, and only after approval is obtained.
4. Flower planting and flowerbed care is not included as part of this contract unless specified in the attached proposal.

K. Tree and Shrub Care

1. Contractor will monitor, on a regular basis, the health of all plant materials and will provide recommendations and estimates to the Contracting Company for such items as: fertilization, insect, and disease control. Most treatment would be done on a curative basis: however Contractor may recommend from time to time to treat potential problems on a preventive basis.

Note: Contractor reserves the right to hire a subcontractor to perform this service. Subcontractor shall be a licensed commercial applicator.

2. The Contractor shall be responsible for pruning of all trees and shrubs on the property at the frequencies indicated in the attached proposal. All plant material over 15 feet in height is excluded.
3. Plants shall be pruned in accordance with regularly accepted industry standards for pruning. Pruning is done to promote healthy growth; to prevent weak or abnormal limb structure; to control unwanted leggy growth and to maintain the natural growth habit of the plants. Proper pruning practices do not include shaping of plants such as: boxed, squared, balls, etc. Shrubs will be pruned in such a manner as to maintain natural shape.
4. In order to prevent damage by mowers and trimmers to trees and shrubs planted in turf areas, the Contractor if included in the attached proposal will provide a grass-free area around all trees and shrubs. Contractor assumes no liability for damage to trees and shrubs not properly protected.

Irrigation Control and Maintenance

L. Activation

1. Contractor shall activate the irrigation system once (1) in the spring if included in attached proposal. Activation usually occurs in April, depending on weather conditions. Contractor is not responsible for any freeze damage, which may occur after sprinkler activation.
2. Contracting company agrees to all repairs required for activation of the system up to a preapproved amount of **five hundred dollars (\$500)**. If the repair is more than **five hundred dollars (\$500)** a proposal will be sent to contracting company prior to commencement of repair. All repairs required for activation are not part of this contract and will be billed on a time and material basis.
3. At the time of activation, all necessary repairs will be made to bring the system up to operating condition. These repairs will be billed on a time and material basis. Contracting Company will be informed of repair work being performed.

CUSTOMER INITIALS REQUIRED: ()

M. Routine Maintenance

1. After system is activated and operating, Contractor will be responsible for checking the system at the frequencies specified in the attached proposal to insure proper operation during contract period.
2. In the event malfunctions are found during the regular check of the irrigation system, repairs will be made and billed on a time and material basis. Contracting company agrees to a preapproval amount of five hundred dollars (\$500) in repairs for each regular check, if the repairs total more than five hundred dollars (\$500) a proposal will be sent to contracting company prior to commencement of the repair.
3. Contractor shall keep the need for water conservation in mind. During extended cold or rainy periods, irrigation controller may be turned off. However, occasional rainstorms will not constitute adequate reason for turning off controllers. Special requests are billed on a time and material basis.

N. Winterization

1. Contractor shall winterize the irrigation system once (1) in the fall if included in attached proposal. Winterization usually occurs between October 1st and December 1st. Contractor is not responsible for any freeze damage, which may occur before and after sprinkler winterization operations.
2. Proper winterization will include the use of a compressor, unless otherwise specified.

CUSTOMER INITIALS REQUIRED: ()



Proposal and Contract

Date: 09/03/2020

For: Denver Connection West Metropolitan Di

O. Miscellaneous

1. The Contractor will be informed if other parties have access to irrigation controllers. If the controllers are adjusted or turned off by other parties, Contractor must be notified immediately. Contractor will not be responsible for damage of any kind as a result of irrigation controllers being tampered with.
2. Contractor shall not be liable for any damages caused by malfunctions of the irrigation system, including, but not limited to: stuck valves, flooded basements, missing heads.
3. Contractor shall not be liable for damages to sprinkler heads that are improperly installed above grade by others and constitute a mowing hazard. Contractor will not be held responsible for prior inadequate installations of irrigation systems. If this situation is applicable, Contracting Company will be notified immediately of any potential problems.

Native Care (If applicable and part of the proposal)

P. Mowing

1. Native area shall be mowed at the durations specified in the attached proposal. The Contractor will determine mowing height. Frequency of mowing may vary due to seasonal weather conditions and growth rate of native.
2. Native clippings will be left in place after mowing and will not be removed.
3. Contractor reserves the right to leave areas un-mowed which he feels would be unsafe to mow due to, but not limited to, the following reasons:
 - a) Areas in use at the time of mowing by large groups of residents, children, etc.
 - b) Areas excessively wet due to rain or improper drainage not caused by the contractor.
 - c) Areas under construction or contain excessive debris.
4. The clean-up of debris due to vandalism, dumping, acts of God, etc., will be an extra service to this contract.

Q. Trimming

1. Native areas inaccessible to mowing equipment will be trimmed as needed in conjunction with mowing operations to maintain a neat well-groomed appearance.
2. Where practical, Contractor may use an approved herbicide and/or growth regulator around fences, trees, and other obstacles that may be damaged by repeated use of string line trimmers.
3. After mowing operations are completed, native clippings will be blown and/or removed from adjacent walks, streets and drives.

R. Weed Care

1. Weed control in native area will be managed by mowing operations. If Contracting Company desires to have weeds managed with chemical applications the Contractor will supply an estimate for these additional services.

Winter Services (If applicable and part of the proposal)

S. Standard Services

1. All landscape areas will be policed at the frequencies specified in the attached proposal for loose trash and debris in bed, and turf areas only. (Refer to item A.5).
2. The Contractor will visit the site at the frequencies specified in the attached proposal to inspect all landscape and plant material. Any problems will be brought to the attention of the Contracting Company.
3. Contractor will be available to the Contracting Company to aid and assist in the preparation and formulation of: plans, schedules, budgets, projections, etc., for the coming season.
4. Emergency after hour rates are billed at overtime rates and at a two-hour minimum.

Hourly Contract Rates

Irrigation Technician w/Van
General Labor Rate
Foreman Rate
Supervisor Rate
Medium Mower 36"/48"
Large Mower 52"/63"
21" Mower
Trimmer/Blower

Regular Rate

\$83.00/HR + Material
\$44.00/HR
\$48.00/HR
\$66.00/HR
\$58.00/HR
\$81.00/HR
\$53.00/HR
\$48.00/HR

Overtime Rates

\$98.00/HR + Materials
\$57.00/HR
\$53.00/HR
\$86.00/HR
\$73.00/HR
\$96.00/HR
\$68.00/HR
\$63.00/HR

CUSTOMER INITIALS REQUIRED: ()

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Exhibit E: Contractual Agreement

Your initials and signature will constitute acceptance of this contractual agreement.

Contract Option Plan:

TOTAL CARE CONTRACT OPTION						
Oct 1, 2020 – Sep 31 st 2022	\$	7,815.00	Per Month	\$	187,560.00	/year Initial _____
24 month contract			Specify Start Date:		October 1 st 2020	
This is clearly the best value for your property. It allows for proper horticultural practices, extends your "green season", eliminates spring clean-up, further distributes your costs and shows your tenants/customers that you are committed to Year-Round service.						

Automatic Renewal: This Contract shall be automatically renewed with a 1.5% increase to the base contract price unless either party gives the other party thirty (30) days written notice before the end of the existing term. In the case of the Economic Contract option, notice to terminate must be given by September 30th or the Contract will be renewed for the applicable seven-month period in the next year. In the case of the Standard Contract option notice to terminate must be given by October 31st or the Contract will be renewed for the applicable eight-month period in the next year. Understand that by not choosing this option we will offer you a renewal contract that may have a higher percentage increase, and there may be an interruption to your services.

Initial _____

Client Information:

Ryan Williams

141 union Boulevard, Suite 150

As Agent For: Special District Management Services, Inc.

Contact: Ryan Williams

Site Information:

Denver Connection West Metropolitan District

4746 Jasper Street Denver Colorado 80239

Contact: Ryan Williams

Either party may cancel this agreement, without cause, after thirty (30) days of receipt of written notification; however, such notice must be by registered mail and return receipt requested to be effective.

ACCEPTANCE

This contract includes Exhibit A, B, C, D and E.

Client

Ryan Williams

As Managing Agent For: Special District Management Services, Inc.

Contractor

Denver Headquarters

Landtech Contractors, Inc.

525 N. Laredo St, Aurora, CO 80011

Account Manager: Fernando Lopez

Telephone No.: (303) 344-4465

Signature: _____

By: _____

Title: _____

Date Signed: _____

Signature: _____

By: _____

Title: Officer _____

Date Signed: _____