

# DENVER CONNECTION WEST METROPOLITAN DISTRICT

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

## NOTICE OF A REGULAR MEETING AND AGENDA

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

DATE: November 27, 2018

TIME: 1:30 P.M.

PLACE: William Lyon Homes  
400 Inverness Parkway, Suite 350  
Englewood, CO 80112

### I. ADMINISTRATIVE MATTERS

A. Present Conflict Disclosures.

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

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C. Consider regular meeting dates for 2019. Review and consider approval of Resolution No. 2018-11-01; Resolution Establishing 2019 Regular Meeting Dates, Times and Location, and Designating Locations for Posting of 72 Hour and 24 Hour Notices (enclosure).

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D. Discuss §32-1-809, C.R.S. reporting requirements and mode of eligible elector notification for 2018.

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E.

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## II. CONSENT AGENDA

- Review and approve Minutes of the October 23, 2018 regular meeting (enclosure).
  - Ratify approval of Resolution No. 2018-10-04, Authorizing the Adjustment of the District Mill Levy in Accordance with the Colorado Constitution, Article X, Section 3 (enclosure).
  - Ratify approval of Cost Certification Report No. 10 in the amount of \$1,094,514.43.
  - Ratify approval of 2019 snow removal contract with Nu Style Landscape and Development, LLC.
  - Ratify approval of Second Amendment to Operation Funding Agreement with William Lyon Homes, Inc. d/b/a Village Homes.
  - Ratify approval of a service agreement with Pet Scoop, Inc. for Pet Waste Removal Services (enclosure).
- 

## III. FINANCIAL MATTERS

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

| Fund         | Period Ending<br>Nov. 27, 2018 |
|--------------|--------------------------------|
| General      | \$ 5,180.27                    |
| Debt         | \$ 5,500.00                    |
| Capital      | \$ 432,358.09                  |
| <b>Total</b> | <b>\$ 443,038.36</b>           |

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- B. Consider acceptance of the unaudited financial statements for the period ending September 30, 2018 and acceptance of schedule of cash position for the period ending September 30, 2018 updated as of November 15, 2018 (enclosures).
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- C. Consider engagement of Dazzio & Associates, PC for preparation of 2018 Audit in the amount of \$4,900 (enclosure).
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## IV. LEGAL MATTERS

- A. Discuss status of Intergovernmental Agreement between the District and the City and County of Denver regarding Gateway Public Improvements.
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V. COVENANT ENFORCEMENT/DESIGN REVIEW/OPERATIONS

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

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VI. CONSTRUCTION MATTERS

- A. Engineer's Report (enclosure).

1. Discuss status of HUB Facility.
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- a. Review and consider approval of Task Order No. 2 to the MSA with Godden Sudik for Additional Services in the amount of \$15,335 (to be distributed).
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- b. Consider final acceptance of improvements.
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- c. Ratify approval of Change Order No. 15 to the MW Golden Contract for landscape and irrigation changes in the amount of \$24,837 (enclosure).
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- d. Ratify approval of Change Order No. 16 to the MW Golden Contract for additional lighting changes in the amount of <\$2,130.99> (enclosure).
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- e. Ratify approval of Change Order No. 2 to Slaton Bros. for Adjustment of Wall Heights in the amount of \$4,600 (enclosure).
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- f. Review and consider approval of Change Order No. 1 to the Thoutt Brothers Contract for Mew Concrete reduction.
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- B. Review and consider approval of Cost Certification Report #11.
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VII. OTHER BUSINESS

- A. Discuss rescheduling or cancelling the December Regular Board meeting.
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- B. **Executive Session** pursuant to 24-6-402(b) to receive legal advice regarding enforcement of District Agreements.
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VIII. ADJOURNMENT     **THERE ARE NO MORE REGULAR MEETINGS  
SCHEDULED FOR 2018.**

**RESOLUTION NO. 2018-11-01**

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
DENVER CONNECTION WEST METROPOLITAN DISTRICT  
ESTABLISHING REGULAR MEETING DATES, TIME AND LOCATION, AND  
DESIGNATING LOCATIONS FOR POSTING OF 72-HOUR AND 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), 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 place at which notice will be posted at least 24 hours prior to each meeting.
- C. Pursuant to Section 32-1-903, C.R.S., special districts are required to post notices of regular and special meetings at three (3) public places within the district and at the office of the County Clerk and Recorder at least 72 hours prior to said meeting.
- D. 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.
- E. 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 Aspen Reserve Metropolitan District of the County of Adams, 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 the twenty (20) mile radius requirement.
3. That regular meetings of the District Board of the Denver Connection West Metropolitan District for the year 2019 shall be held on the fourth Tuesday of each month at 1:30 p.m., at the offices of William Lyon Homes, 400 Inverness Parkway, Suite 350, Englewood, 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. Notice of Meetings of the District Board required pursuant to Section 24-6-402(2)(c), C.R.S., shall be posted within the boundaries of the District at least 24 hours prior to each meeting at the following location:

(a) On a stake north of Bolling Drive and Kittredge Street.

8. Notices of regular and special meetings required to be posted at three (3) public places within the District and at the office of the County Clerk and Recorder at least 72 hours prior to said meeting shall be made pursuant to Section 32-1-903, C.R.S., at the following locations:

(a) On a stake at Kittredge Street and Warner Drive.

(b) On a stake at Warner Drive and Jasper Street.

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

RESOLUTION APPROVED AND ADOPTED on November 27, 2018.

**DENVER CONNECTION WEST  
METROPOLITAN DISTRICT**

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

Attest:

\_\_\_\_\_  
Secretary

## RECORD OF PROCEEDINGS

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### MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE DENVER CONNECTION WEST METROPOLITAN DISTRICT (THE "DISTRICT") HELD OCTOBER 23, 2018

A regular meeting of the Board of Directors of the Denver Connection West Metropolitan District (referred to hereafter as the "Board") was convened on Tuesday, October 23, 2018, at 1:30 p.m., at the offices of William Lyon Homes, 400 Inverness Parkway, Suite 350, Englewood, Colorado 80112. The meeting was open to the public.

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**Directors In Attendance Were:**

Robert A. Johnson  
Craig Wagner  
Eric McEachen  
David Brown  
Jeffrey McGovern

**Also In Attendance Were:**

Lisa A. Johnson; Special District Management Services, Inc.

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

Jason Carroll; CliftonLarsonAllen LLP

Kim Fiore; Independent District Engineering Services, LLC (via phone for a portion of the meeting)

Jean Jennings; Independent District Engineering Services, LLC

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**DISCLOSURE OF  
POTENTIAL  
CONFLICTS OF  
INTEREST**

The Board noted that disclosures of potential conflict of interest statements for each of the Directors were filed with the Secretary of State seventy-two hours in advance of the meeting. Attorney Cortese requested that the Directors consider whether they had any additional conflicts of interest to disclose. Attorney Cortese noted for the record that there were no new disclosures made by the Directors

## RECORD OF PROCEEDINGS

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present at the meeting and incorporated for the record those applicable disclosures made by the Board Members prior to this meeting and in accordance with the statutes. It was noted that disclosure statements had been filed for all Directors by the statutory deadline.

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### **ADMINISTRATIVE MATTERS**

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

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

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

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### **CONSENT AGENDA**

The Board considered the following actions:

- Review and approve Minutes of the September 25, 2018 regular meeting.
- Ratify approval of Operation and Maintenance Fee Delinquent account process.
- Ratify approval of Comcast Business Service Order Agreement.

Following discussion, upon motion duly made by Director Wagner, seconded by Director Johnson and, upon vote unanimously carried, the Board approved the above actions.

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### FINANCIAL MATTERS

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

| Fund         | Period Ending<br>Oct. 23, 2018 |
|--------------|--------------------------------|
| General      | \$ 8,786.92                    |
| Debt         | \$ -0-                         |
| Capital      | \$ 634,423.41                  |
| <b>Total</b> | <b>\$ 643,210.33</b>           |

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

**Schedule of Cash Position:** Mr. Carroll presented to the Board the schedule of cash position statement dated August 31, 2018, updated as of October 10, 2018, Property Tax Reconciliation and Schedule of Developer Advances.

Following review, upon motion duly made by Director Johnson, seconded by Director McGovern and, upon vote, unanimously carried, the Board accepted the schedule of cash position statement dated August 31, 2018, updated as of October 10, 2018, Property Tax Reconciliation and Schedule of Developer Advances.

**2018 Budget Amendment Hearing:** The President opened the Public Hearing to consider Resolution No. 2018-10-01 to Amend the 2018 Budget, and to discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of a Resolution to Amend the 2018 Budget and the date, time, and location of the Public Hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this Public Hearing. No public comments were received and the Public Hearing was closed.

Following review and discussion, upon motion duly made by Director Wagner, seconded by Director Johnson and, upon vote, unanimously carried, the Board adopted Resolution 2018-10-01 to Amend the 2018 Budget.

**2019 Budget Hearing:** The President opened the Public Hearing to consider the proposed 2019 Budget and to discuss related issues.

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It was noted that Notice stating that the Board would consider adoption of the 2019 Budget and the date, time and location of the Public Hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this Public Hearing.

No public comments were received and the Public Hearing was closed.

Mr. Carroll reviewed the estimated 2018 expenditures and the proposed 2019 expenditures.

Following discussion, upon motion duly made by Director Johnson, seconded by Director Wagner and, upon vote, unanimously carried, the Board adopted Resolution No. 2018-10-02 to Adopt the 2019 Budget and Appropriate Sums of Money. In addition, upon motion duly made by Director McGovern, seconded by Director Johnson and, upon vote, unanimously carried, the Board adopted Resolution No. 2018-10-03 to Set Mill Levies (for the General Fund at 11.055 mills and for the Debt Service Fund at 44.222 mills for a total mill levy of 55.277 mills) and execution of the Certification of Budget and Certification of Mill Levies was authorized, subject to receipt of final Certification of Assessed Valuation from the County on or before December 10, 2018. Ms. Johnson was authorized to transmit the Certification of Mill Levies to the Board of County Commissioners of the City and County of Denver and the Division of Local Government not later than December 15, 2018. Ms. Johnson was also authorized to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2019. Copies of the Resolutions are attached hereto and incorporated herein by this reference.

**Resolution No. 2018-10-04, Authorizing the Adjustment of the District Mill Levy in Accordance with the Colorado Constitution, Article X, Section 3:**

Attorney Cortese presented Resolution No. 2018-10-04, Authorizing the Adjustment of the District Mill Levy in Accordance with the Colorado Constitution, Article X, Section 3.

Following discussion, upon motion duly made by Director McGovern, seconded by Director Johnson and, upon vote, unanimously carried, the Board approved Resolution No. 2018-10-04, Authorizing the Adjustment of the District Mill Levy in Accordance with the Colorado Constitution, Article X, Section 3.

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**DLG-70 Mill Levy Certification Form:** The Board considered 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.

Following discussion, upon motion duly made by Director Johnson, seconded by Director McEachen and, upon vote, unanimously carried, the Board authorized 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.

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### **LEGAL MATTERS**

**Intergovernmental Agreement between the District and the City and County of Denver regarding Gateway Public Improvements:** Attorney Cortese presented to the Board an update of the Intergovernmental Agreement between the District and the City and County of Denver regarding Gateway Public Improvement. It was noted that this is still a work in progress.

**Second Amendment to Operation Funding Agreement (“OFA”) by and between the District and William Lyon Homes, Inc. d/b/a Village Homes:** Attorney Cortese presented to the Board the Second Amendment to the OFA by and between the District and William Lyon Homes, Inc. d/b/a Village Homes.

Following discussion, upon motion duly made by Director McGovern, seconded by Director Johnson and, upon vote, unanimously carried, the Board approved the Second Amendment to the OFA by and between the District and William Lyon Homes, Inc. d/b/a Village Homes, subject to final budget and revisions by legal counsel.

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

**Community Manager’s Report:** The Board of Directors reviewed the Community Manager’s Report. The Board directed Ms. Johnson to address questions related to the information contained in the Community Manager’s Report to Ms. Norton.

**Snow Removal Contract with NuStyle Landscape and Development for 2019:** The Board discussed a contract for snow removal services with Nu Style Landscape and Development, LLC.

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Following review and discussion, upon motion duly made by Director Johnson, seconded by Director Wagner and, upon vote, unanimously carried, the Board approved the snow removal contract with Nu Style Landscape and Development, LLC, subject to confirmation of rate change.

### **CONSTRUCTION MATTERS**

**Engineer's Report:** Ms. Fiore reviewed with the Board the Engineer's Board Meeting Project Status Report dated October 23, 2018. A copy of the report is attached hereto and incorporated herein by this reference. Ms. Jennings also distributed for review a HUB Cost Tracking Log, Summary of Contract Changes, and Summary of Task Orders.

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

**Task Order No. 2 to Master Services Agreement with Godden Sudik for Additional Services in the amount of \$15,335:** The Board deferred discussion at this time.

**Final Acceptance of Improvements:** There were no recommendations for Final Acceptance of Improvements this month.

**Change Order No. 14 to the MW Golden Contract Concrete for Lighting Changes in the amount of \$25,467:** The Board reviewed Change Order No. 14 to the MW Golden Contract Concrete for Lighting Changes.

Following review, upon motion duly made by Director McGovern seconded by Director Johnson and, upon vote, unanimously carried, the Board ratified approval of Change Order No. 14 to the MW Golden Contract Concrete for Lighting Changes, in the amount of \$25,467.

**Change Order No. 1 to the Brightview Contract, for Trellis Changes in the amount of \$121,433:** The Board reviewed Change Order No. 1 to the Brightview Contract for Trellis Changes.

Following review, upon motion duly made by Director McGovern seconded by Director Johnson and, upon vote, unanimously carried, the Board ratified approval of Change Order No. 1 to the Brightview Contract for Trellis Changes, in the amount of -\$121,433.

**Change Order No. 2 to the Slaton Bros. Contract for Adjustment of Wall Heights in the amount of \$4,600:** The Board deferred approval of Change Order No. 2 to the Slaton Bros. Contract for adjustment of wall heights pending additional review.

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**Cost Certification Report No. 10:** Ms. Fiore presented to the Board Cost Certification Report No. 10.

Following discussion, upon motion duly made by Director Johnson seconded by Director McGovern and, upon vote, unanimously carried, the Board approved Cost Certification Report No. 10 in the amount of \$1,094,514.43.

### **OTHER BUSINESS**

**EXECUTIVE SESSION:** Pursuant to Section 24-6-402(4)(b) of the Colorado Revised Statutes, upon motion duly made by Director McGovern, seconded by Director Johnson and, upon an affirmative vote of at least two-thirds of the quorum present, the Board convened in executive session at 3:15 p.m. for the purpose of receiving legal advice from the Board's attorney on specific legal questions as authorized by Section 24-6-402(4)(b), C.R.S. Furthermore, pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., no record will be kept of those portions of the executive session that, in the opinion of the Board's attorney, constitute privileged attorney-client communication pursuant to Section 24-6-402(4)(b), C.R.S.

The Board reconvened in regular session at 3:27 p.m.

**Special District Management Services, Inc. ("SDMS") 2019 Rate Increase:** The Board reviewed the SDMS 2019 Rate Increase.

Following review, upon motion duly made by Director Johnson seconded by Director McEachen and, upon vote, unanimously carried, the Board approved SDMS 2019 Rate Increase.

### **ADJOURNMENT**

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

Respectfully submitted,

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

## RECORD OF PROCEEDINGS

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THESE MINUTES ARE APPROVED AS THE OFFICIAL OCTOBER 23, 2018  
REGULAR MINUTES OF THE DENVER CONNECTION WEST  
METROPOLITAN DISTRICT BY THE BOARD OF DIRECTORS SIGNING  
BELOW:

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

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

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

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

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

## RECORD OF PROCEEDINGS

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### Attorney Statement

#### REGARDING PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

Pursuant to Section 24-6-402(4)(b), C.R.S., I attest that, in my capacity as the attorney representing the Denver Connection West Metropolitan District, I attended the executive session meeting for the Denver Connection West Metropolitan District which convened at 3:15 p.m on October 23, 2018 for the sole purpose of receiving from the Board's attorney, legal advice on specific legal questions as authorized by Section 24-6-402(4)(b), C.R.S. I further attest it is my opinion that all of the executive session discussion constituted a privileged attorney-client communication as provided by Section 24-6-402(4)(b), C.R.S. and, based on that opinion, no further record, written or electronic, was kept or required to be kept pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S.

Signed

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

Dated:

\_\_\_\_\_  
October 23, 2018

## RESOLUTION NO. 2018-10-04

### 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 City of Denver City Council, 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 Debt Service Mill Levy of 40.000 mills and a Maximum Operations and Maintenance Mill Levy of 10.000 mills, 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**”) authorizes adjustment of the Maximum Mill Levy in the event that the method of calculating assessed valuation is changed as of 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 passed House Bill 17-1349, signed by the Governor of Colorado on June 15, 2017, which amends Section 39-1-104.2, C.R.S., 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 determines to adjust the ratio of valuation for assessment for residential real property.
- G. The Board of Directors of the District (the “**Board**”), authorized by the Service Plan and the Gallagher Amendment, determines it to be in the best interest of the District, its residents, users, property owners, and the public to adjust the Maximum Mill Levy to mitigate the effect of the statutory change in the ratio of valuation for assessment from 7.96% to 7.2%, so that actual tax revenues are neither diminished nor enhanced as a result of the change in the ratio of valuation for assessment for residential real property.



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 statutory change in the ratio of valuation for assessment for residential real property to 7.2% (from 7.96%).
2. The Gallagher Amendment allows for a Maximum Debt Service Mill Levy of 44.222 mills and a Maximum Operations and Maintenance Mill Levy of 11.055 mills, for a total combined Maximum Mill Levy of 55.277 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 7.2%.
3. Pursuant to Section VIII.G.11 of the Service Plan, the District shall provide the calculation of the Adjusted Mill Levy to the Executive Director of Finance for the City and County of Denver, on or before December 1, 2018.
4. 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, 2018, for collection in 2019.

**[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 OCTOBER 23, 2018.

**DENVER CONNECTION WEST  
METROPOLITAN DISTRICT**

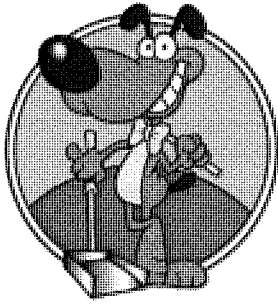
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President

Attest:

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Secretary



# Pet Scoop

Our Business Really IS Picking-Up!

## BID PROPOSAL

November 8, 2018

Denver Connection West Metropolitan District  
C/o MSI, LLC  
11002 Benton St.  
Westminster, CO 80020

Attn: Robyn

Thank you for allowing us to present our proposal for Pet Station Maintenance.

### Option 1:

Pet Station Maintenance (INCLUDES Trash bags and roll type Pet Scoop Bags as needed cleaning a 20 ft radius of each station)

14 Pet Stations:

Weekly Service - **\$7.75 per station (\$108.50 per service week)**

9 Trash Cans - **\$6.00 per can (\$54.00 per service week)**

Weekly total of **\$162.50**

**Option 2:** (Includes removing and replacing liners at 14 dog stations and 9 trash cans)

Weekly Service - **\$6.00 per station or trash can (\$138.00 per service week)**

(Dog bags rolls can be refilled at cost of \$7.25 per roll)

Pet Scoop, Inc. is fully insured with ***Liability and Workers Comp Insurance***. Service includes our ***Re-DOO Guarantee*** (if you are not satisfied, we will immediately come back and correct the concern). We will do everything to provide you and your community with the best service possible.

I hope you will find that this proposal will work best for your community. **If you have any other ideas or variations**, I would be more than happy to work with you. Please call me at your convenience, 303-202-1899. Thank you again for your time and consideration.

Sincerely,

Mike Heimmermann  
Community Accounts Manager  
Pet Scoop, Inc.



## POOP 911- Pet Waste Removal Service Quote

Thank you so much for your interest in POOP 911 Pet Waste Clean-Up Services. At POOP 911, we pride ourselves in providing you with the best customer service and promise to always, 'get the job done.' We will never charge you until you are completely satisfied. Below is a price quote for servicing the *Denver Connection West Metropolitan District*. Please feel free to contact me with any questions you may have at (303) 483-5941.

POOP 911 will perform one of the following services per your request:

**1. Pet Waste Station Service:**

Servicing the 14 pet waste stations with new roll bags and a can liner.

**2. Trash Can Service:**

Servicing the 9 trash cans with a new can liner.

**Weekly Service \$135 per visit** (plus \$8 per roll of pet waste bags when added).

**Or**

**Every Other Week \$200 per visit** (plus \$8 per roll of pet waste bags when added).

Thank you so much for your time and we look forward to working with you!

Sincerely,

Jory J. Long, Owner  
POOP 911Colorado  
(303) 483-5941

## SERVICE AGREEMENT FOR PET WASTE REMOVAL SERVICES

THIS SERVICE AGREEMENT FOR PET WASTE REMOVAL SERVICES (“**Agreement**”) is entered into and effective as of the 15<sup>th</sup> day of November, 2018, by and between **DENVER CONNECTION WEST METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **PET SCOOP, INC.**, a Colorado Corporation (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

### RECITALS

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

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

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

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

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

### I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

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

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

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

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

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

#### 1.2 Limitations on Authority.

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

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

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

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

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

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

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

## **II. COMPENSATION**

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

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

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

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

## **III. TERM AND TERMINATION**

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on December 31, 2018. This Agreement shall automatically renew for additional terms of twelve (12) months each.

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

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

#### IV. INDEMNIFICATION AND INSURANCE

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

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

(a) Liability Insurance Coverage.

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

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



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

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

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

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

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

## V. MISCELLANEOUS

### 5.1 M/WBE Compliance.

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

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

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

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

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

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

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

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

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

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

To District: Denver Connection West Metropolitan District  
141 Union Blvd., Ste. 150  
Lakewood, CO 80228  
Phone: 303-987-0835  
Fax: 303-987-2032  
Email: [ljohnson@sdmsi.com](mailto:ljohnson@sdmsi.com)  
Attn: Lisa A. Johnson

With a Copy To: McGeady Sisneros, P.C.  
450 E. 17<sup>th</sup> Avenue, Suite 400  
Denver, Colorado 80203  
Phone: (303) 592-4380  
Fax: (303) 592-4385  
Email: [ecortese@specialdistrictlaw.com](mailto:ecortese@specialdistrictlaw.com)  
Attn: Elisabeth Cortese

To Consultant: Pet Scoop, Inc.  
1260 W. Byers Place  
Denver, CO 80223  
Phone: 303-202-1899  
Fax: 303-763-7000  
Email: [mikeh@petscoop.com](mailto:mikeh@petscoop.com)  
Attn: Mike Heimmermann

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service, upon electronic confirmation of facsimile transmission, or three (3) business days after deposit in the United States mail. By giving the other Party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

5.10 Default/Remedies. If either Party fails to perform any of its responsibilities, obligations or agreements to be performed in accordance with the provisions of this Agreement,

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

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

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

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

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

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

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

**[SIGNATURE PAGE FOLLOWS]**

[SIGNATURE PAGE TO SERVICE AGREEMENT]

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

Consultant:

PET SCOOP, INC.

By: [Signature]

Its: President 11-16-18

STATE OF COLORADO

)

) ss.

COUNTY OF

)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

District:

DENVER CONNECTION WEST  
METROPOLITAN DISTRICT

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

President

STATE OF COLORADO

)

) ss.

COUNTY OF

)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as \_\_\_\_\_ of Denver Connection West Metropolitan District.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

[SIGNATURE PAGE TO SERVICE AGREEMENT]

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

Consultant:  
**PET SCOOP, INC.**

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

STATE OF COLORADO )  
 ) ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

District:  
**DENVER CONNECTION WEST  
METROPOLITAN DISTRICT**

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

STATE OF COLORADO )  
 ) ss.  
COUNTY OF ARAPAHOE )

The foregoing instrument was acknowledged before me this 14 day of NOVEMBER 2018, by ROBERT A. JOHNSON, as PRESIDENT of Denver Connection West Metropolitan District.

Witness my hand and official seal.

My commission expires: 10/26/2019

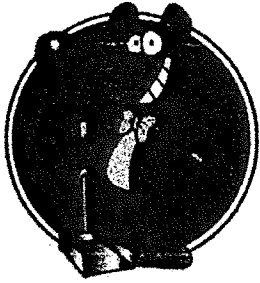
**KIMBERLY TRIOLO  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20114068961  
MY COMMISSION EXPIRES 10/26/2019**

Kimberly Triolo  
Notary Public

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

See Option 1 on attached.

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# Pet Scoop

Our Business Really IS Picking-Up!

## BID PROPOSAL

November 8, 2018

Denver Connection West Metropolitan District  
C/o MSI, LLC  
11002 Benton St.  
Westminster, CO 80020

Attn: Robyn

Thank you for allowing us to present our proposal for Pet Station Maintenance.

**Option 1:**

**Pet Station Maintenance** (INCLUDES Trash bags and roll type Pet Scoop Bags as needed cleaning a 20 ft radius of each station)

14 Pet Stations:

Weekly Service - \$7.75 per station (\$108.50 per service week)

9 Trash Cans - \$6.00 per can (\$54.00 per service week)

Weekly total of \$162.50

**Option 2:** (Includes removing and replacing liners at 14 dog stations and 9 trash cans)

Weekly Service - \$6.00 per station or trash can (\$138.00 per service week)

(Dog bags rolls can be refilled at cost of \$7.25 per roll)

Pet Scoop, Inc. is fully insured with *Liability and Workers Comp Insurance*. Service includes our *Re-DOO Guarantee* (if you are not satisfied, we will immediately come back and correct the concern). We will do everything to provide you and your community with the best service possible.

I hope you will find that this proposal will work best for your community. **If you have any other ideas or variations**, I would be more than happy to work with you. Please call me at your convenience, 303-202-1899. Thank you again for your time and consideration.

Sincerely,

Mike Heimmermann  
Community Accounts Manager  
Pet Scoop, Inc.



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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT C**  
**FORM OF CHANGE ORDER**

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

|  |
|--|
| <b>CHANGE IN SCOPE OF SERVICES (describe):</b> |
|--|

|  |   |
|--|---|
| <b>CHANGE IN AGREEMENT PRICE:</b>                  | <b>CHANGE IN TERM OF AGREEMENT:</b>             |
| Original Price:<br>\$ _____                        | Original Term:<br>Expires _____, 20             |
| Increase of this Change Order:<br>\$ _____         | New Term:<br>Expires _____, 20                  |
| Price with all Approved Change Orders:<br>\$ _____ | Agreement Time with all Approved Change Orders: |

|                  |                  |
|------------------|------------------|
| <b>APPROVED:</b> | <b>APPROVED:</b> |
| By: _____        | By: _____        |
| District         | Consultant       |

Denver Connection West Metropolitan District  
November-18

|  | General     | Debt        | Capital       | Totals        |
|--|-------------|-------------|---------------|---------------|
| Disbursements                          | \$ 5,078.45 | \$ 5,500.00 | \$ 432,358.09 | \$ 442,936.54 |
| Xpress Bill Pay                        | \$ 101.82   | \$ -        |               | \$ 101.82     |
| Total Disbursements from Checking Acct | \$ 5,180.27 | \$ 5,500.00 | \$ 432,358.09 | \$ 443,038.36 |

| Check No and Date | Payee                           | Invoice No     | GL Account Title    | GL Acct | Amount     | Total      |
|-------------------|---------------------------------|----------------|---------------------|---------|------------|------------|
| <b>1154</b>       |                                 |                |                     |         |            |            |
| 11/27/2018        | BrightView Landscape Services,  | PAY APP 2      | Capital Outlay      | 3-762   | 91,799.04  | 91,799.04  |
| 11/27/2018        | BrightView Landscape Services,  | PAY APP 2      | Retainage Payable   | 3-318   | 4,589.95-  | 4,589.95-  |
| Total 1154:       |                                 |                |                     |         |            | 87,209.09  |
| <b>1155</b>       |                                 |                |                     |         |            |            |
| 11/27/2018        | CTL Thompson, Inc               | 493767, 493768 | Engineering         | 3-784   | 3,178.50   | 3,178.50   |
| Total 1155:       |                                 |                |                     |         |            | 3,178.50   |
| <b>1156</b>       |                                 |                |                     |         |            |            |
| 11/27/2018        | David Evans and Associates Inc. | 431354         | Capital Outlay      | 3-762   | 13,827.04  | 13,827.04  |
| Total 1156:       |                                 |                |                     |         |            | 13,827.04  |
| <b>1157</b>       |                                 |                |                     |         |            |            |
| 11/27/2018        | Dodge Data & Analytics          | A40015237      | Miscellaneous       | 1-685   | 51.00      | 51.00      |
| 11/27/2018        | Dodge Data & Analytics          | A40015331      | Miscellaneous       | 1-685   | 46.92      | 46.92      |
| Total 1157:       |                                 |                |                     |         |            | 97.92      |
| <b>1158</b>       |                                 |                |                     |         |            |            |
| 11/27/2018        | ETG Systems, Inc.               | 18527          | Capital Outlay      | 3-762   | 6,980.88   | 6,980.88   |
| Total 1158:       |                                 |                |                     |         |            | 6,980.88   |
| <b>1159</b>       |                                 |                |                     |         |            |            |
| 11/27/2018        | Godden Sudik Architects         | 18-961         | Architecture        | 3-761   | 401.50     | 401.50     |
| Total 1159:       |                                 |                |                     |         |            | 401.50     |
| <b>1160</b>       |                                 |                |                     |         |            |            |
| 11/27/2018        | IDES LLC                        | DEN087.20      | Capital Outlay      | 3-762   | 13,150.09  | 13,150.09  |
| Total 1160:       |                                 |                |                     |         |            | 13,150.09  |
| <b>1161</b>       |                                 |                |                     |         |            |            |
| 11/27/2018        | McGeady Becher P.C.             | 1324C OCT 18   | Legal               | 3-675   | 175.00     | 175.00     |
| 11/27/2018        | McGeady Becher P.C.             | 1324C OCT 18   | Legal               | 3-675   | 1,543.14   | 1,543.14   |
| 11/27/2018        | McGeady Becher P.C.             | 1324C OCT 18   | Legal               | 1-675   | 1,043.76   | 1,043.76   |
| Total 1161:       |                                 |                |                     |         |            | 2,761.90   |
| <b>1162</b>       |                                 |                |                     |         |            |            |
| 11/27/2018        | MSI, LLC                        | 81985          | District Management | 1-680   | 935.87     | 935.87     |
| Total 1162:       |                                 |                |                     |         |            | 935.87     |
| <b>1163</b>       |                                 |                |                     |         |            |            |
| 11/27/2018        | MW Golden Constructors          | PAY APP 12     | Capital Outlay      | 3-762   | 290,821.59 | 290,821.59 |
| 11/27/2018        | MW Golden Constructors          | PAY APP 12     | Retainage Payable   | 3-318   | 14,541.08- | 14,541.08- |
| Total 1163:       |                                 |                |                     |         |            | 276,280.51 |
| <b>1164</b>       |                                 |                |                     |         |            |            |
| 11/27/2018        | Norris Design, Inc.             | 01-26100       | Capital Outlay      | 3-762   | 2,723.65   | 2,723.65   |

| Check No and Date | Payee      | Invoice No                    | GL Account Title | GL Acct                  | Amount | Total      |
|-------------------|------------|-------------------------------|------------------|--------------------------|--------|------------|
| Total 1164:       |            |                               |                  |                          |        | 2,723.65   |
| 1165              | 11/27/2018 | Possibilites for Design, Inc. | 4697-IN          | Capital Outlay           | 3-762  | 18,379.57  |
| Total 1165:       |            |                               |                  |                          |        | 18,379.57  |
| 1166              | 11/27/2018 | Slaton Bros, Inc.             | PAY APP 5        | Capital Outlay           | 3-762  | 4,600.00   |
| Total 1166:       |            |                               |                  |                          |        | 4,600.00   |
| 1167              | 11/27/2018 | Special Dist Management Srvs  | OCT 2018         | District Management      | 1-680  | 2,606.08   |
|                   | 11/27/2018 | Special Dist Management Srvs  | OCT 2018         | District Management - CP | 3-680  | 3,909.12   |
|                   | 11/27/2018 | Special Dist Management Srvs  | OCT 2018         | Miscellaneous            | 1-685  | 382.42     |
| Total 1167:       |            |                               |                  |                          |        | 6,897.62   |
| 1168              | 11/27/2018 | UMB Bank, N.A.                | 591036           | Paying Agent Fees        | 2-668  | 3,500.00   |
|                   | 11/27/2018 | UMB Bank, N.A.                | 591040           | Paying Agent Fees        | 2-668  | 2,000.00   |
| Total 1168:       |            |                               |                  |                          |        | 5,500.00   |
| 1169              | 11/27/2018 | Xcel Energy                   | 610783625        | Miscellaneous            | 1-685  | 12.40      |
| Total 1169:       |            |                               |                  |                          |        | 12.40      |
| Grand Totals:     |            |                               |                  |                          |        | 442,936.54 |

**DENVER CONNECTION WEST METROPOLITAN DISTRICT**

**FINANCIAL STATEMENTS**

**SEPTEMBER 30, 2018**



CliftonLarsonAllen LLP  
CLAAconnect.com

### Accountant's Compilation Report

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

Management is responsible for the accompanying financial statements of Denver Connection West Metropolitan District, which comprise the balance sheet - governmental funds as of September 30, 2018, and the related statement of revenues, expenditures, and changes in fund balance - actual, for the period from January 01, 2018 through September 30, 2018, for the General Fund, in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the accompanying financial forecasted budget, which comprises the statement of revenues, expenditures, and changes in fund balance - budget, for the year then ending, for the General Fund, and the related summary of significant assumptions in accordance with guidelines for the presentation of financial forecast established by the American Institute of Certified Public Accountants. We have performed compilation engagements in accordance with Statements of Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit, examine, or review the historical financial statements or the financial forecasted budget nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these historical financial statements and this financial forecasted budget.

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

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

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

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

Greenwood Village, Colorado  
October 26, 2018

**DENVER CONNECTION WEST METROPOLITAN DISTRICT**  
**BALANCE SHEET - GOVERNMENTAL FUNDS**  
**SEPTEMBER 30, 2018**

|  | <u>General</u>   | <u>Debt Service</u> | <u>Capital Projects</u> | <u>Total</u>        |
|--|------------------|---------------------|-------------------------|---------------------|
| <b>ASSETS</b>                              |                  |                     |                         |                     |
| Cash - Checking                            | \$ 62,751        | \$ 12,751           | \$ 12,229               | \$ 87,731           |
| Colotrust                                  | -                | 237,582             | -                       | 237,582             |
| UMB - Surplus Fund 2017A                   | -                | 974,090             | -                       | 974,090             |
| UMB - Bond Fund Series 2017A               | -                | 429,432             | -                       | 429,432             |
| UMB - Reserve Fund Series 2017A            | -                | 794,620             | -                       | 794,620             |
| Accounts receivable                        | 331              | -                   | -                       | 331                 |
| Receivable from County Treasurer           | 140              | 560                 | -                       | 700                 |
| Prepaid insurance                          | 350              | -                   | -                       | 350                 |
| <b>TOTAL ASSETS</b>                        | <u>\$ 63,572</u> | <u>\$ 2,449,035</u> | <u>\$ 12,229</u>        | <u>\$ 2,524,836</u> |
| <b>LIABILITIES AND FUND BALANCES</b>       |                  |                     |                         |                     |
| <b>CURRENT LIABILITIES</b>                 |                  |                     |                         |                     |
| Accounts payable                           | \$ 13,844        | \$ -                | \$ 971,715              | \$ 985,559          |
| Retainage payable                          | -                | -                   | 193,939                 | 193,939             |
| Total Liabilities                          | <u>13,844</u>    | <u>-</u>            | <u>1,165,654</u>        | <u>1,179,498</u>    |
| <b>FUND BALANCES</b>                       |                  |                     |                         |                     |
| Total Fund Balances                        | <u>49,728</u>    | <u>2,449,035</u>    | <u>(1,153,425)</u>      | <u>1,345,338</u>    |
| <b>TOTAL LIABILITIES AND FUND BALANCES</b> | <u>\$ 63,572</u> | <u>\$ 2,449,035</u> | <u>\$ 12,229</u>        | <u>\$ 2,524,836</u> |

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



**DENVER CONNECTION WEST METROPOLITAN DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2018**

**GENERAL FUND**

|   | <u>Annual<br/>Budget</u> | <u>Year to Date<br/>Actual</u> | <u>Variance</u>  |
|---|--------------------------|--------------------------------|------------------|
| <b>REVENUES</b>                                     |                          |                                |                  |
| Admin fees  | \$ -                     | \$ 16,900                      | \$ 16,900        |
| Interest income                                     | -                        | 37                             | 37               |
| Operations and Maintenance Fee                      | -                        | 28,402                         | 28,402           |
| Property taxes                                      | 31,583                   | 31,560                         | (23)             |
| Specific ownership tax                              | 2,530                    | 1,467                          | (1,063)          |
| <b>TOTAL REVENUES</b>                               | <u>34,113</u>            | <u>78,366</u>                  | <u>44,253</u>    |
| <b>EXPENDITURES</b>                                 |                          |                                |                  |
| Accounting  | 20,000                   | 12,093                         | 7,907            |
| Administrative management                           | -                        | 15,463                         | (15,463)         |
| Auditing  | 5,000                    | 4,900                          | 100              |
| Contingency   | 1,926                    | -                              | 1,926            |
| County Treasurer's fee                              | 474                      | 266                            | 208              |
| Covenant control                                    | 1,000                    | -                              | 1,000            |
| District management                                 | 20,000                   | 11,440                         | 8,560            |
| Dues and licenses                                   | 500                      | 328                            | 172              |
| Election  | 3,000                    | 272                            | 2,728            |
| Insurance and bonds                                 | 3,000                    | 2,981                          | 19               |
| Legal services                                      | 25,000                   | 14,065                         | 10,935           |
| Miscellaneous                                       | 100                      | 5,542                          | (5,442)          |
| <b>TOTAL EXPENDITURES</b>                           | <u>80,000</u>            | <u>67,350</u>                  | <u>12,650</u>    |
| <b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b> | (45,887)                 | 11,016                         | 56,903           |
| <b>OTHER FINANCING SOURCES (USES)</b>               |                          |                                |                  |
| Developer advance                                   | 40,000                   | 39,958                         | (42)             |
| <b>TOTAL OTHER FINANCING SOURCES (USES)</b>         | <u>40,000</u>            | <u>39,958</u>                  | <u>(42)</u>      |
| <b>NET CHANGE IN FUND BALANCES</b>                  | (5,887)                  | 50,974                         | 56,861           |
| <b>FUND BALANCES - BEGINNING</b>                    | <u>10,349</u>            | <u>(1,246)</u>                 | <u>(11,595)</u>  |
| <b>FUND BALANCES - ENDING</b>                       | <u>\$ 4,462</u>          | <u>\$ 49,728</u>               | <u>\$ 45,266</u> |

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

## **SUPPLEMENTARY INFORMATION**

**DENVER CONNECTION WEST METROPOLITAN DISTRICT  
SCHEDULE OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2018**

**DEBT SERVICE FUND**

|   | <u>Annual<br/>Budget</u> | <u>Year to Date<br/>Actual</u> | <u>Variance</u>   |
|---|--------------------------|--------------------------------|-------------------|
| <b>REVENUES</b>                                     |                          |                                |                   |
| Facilities fees                                     | \$ 864,000               | \$ 642,000                     | \$ (222,000)      |
| Interest income                                     | 1,500                    | 25,348                         | 23,848            |
| Property taxes                                      | 126,332                  | 126,238                        | (94)              |
| Specific ownership tax                              | 10,110                   | 5,861                          | (4,249)           |
| <b>TOTAL REVENUES</b>                               | <u>1,001,942</u>         | <u>799,447</u>                 | <u>(202,495)</u>  |
| <b>EXPENDITURES</b>                                 |                          |                                |                   |
| Bond interest - Series 2017A                        | 520,838                  | 260,420                        | 260,418           |
| Bond interest - Series 2017B                        | 5,813                    | -                              | 5,813             |
| County Treasurer's fee                              | -                        | 1,315                          | (1,315)           |
| <b>TOTAL EXPENDITURES</b>                           | <u>526,651</u>           | <u>261,735</u>                 | <u>264,916</u>    |
| <b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b> | 475,291                  | 537,712                        | 62,421            |
| <b>OTHER FINANCING SOURCES (USES)</b>               |                          |                                |                   |
| Transfers from other funds                          | -                        | 2,548                          | 2,548             |
| <b>TOTAL OTHER FINANCING SOURCES (USES)</b>         | <u>-</u>                 | <u>2,548</u>                   | <u>2,548</u>      |
| <b>NET CHANGE IN FUND BALANCES</b>                  | 475,291                  | 540,260                        | 64,969            |
| <b>FUND BALANCES - BEGINNING</b>                    | <u>1,570,297</u>         | <u>1,908,775</u>               | <u>338,478</u>    |
| <b>FUND BALANCES - ENDING</b>                       | <u>\$ 2,045,588</u>      | <u>\$ 2,449,035</u>            | <u>\$ 403,447</u> |

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

**DENVER CONNECTION WEST METROPOLITAN DISTRICT**  
**SCHEDULE OF REVENUES, EXPENDITURES AND**  
**CHANGES IN FUND BALANCES - BUDGET AND ACTUAL**  
**FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2018**

**CAPITAL PROJECTS FUND**

|   | <u>Annual<br/>Budget</u> | <u>Year to Date<br/>Actual</u> | <u>Variance</u>       |
|---|--------------------------|--------------------------------|-----------------------|
| <b>REVENUES</b>                                     |                          |                                |                       |
| Interest income                                     | \$ 1,000                 | \$ 10                          | \$ (990)              |
| <b>TOTAL REVENUES</b>                               | <u>1,000</u>             | <u>10</u>                      | <u>(990)</u>          |
| <b>EXPENDITURES</b>                                 |                          |                                |                       |
| Accounting  | 5,000                    | 18,140                         | (13,140)              |
| Architecture  | 25,000                   | 25,884                         | (884)                 |
| Capital outlay - HUB                                | -                        | 5,832,914                      | (5,832,914)           |
| Capital outlay - infrastructure                     | 1,466,317                | 5,728,896                      | (4,262,579)           |
| Contingency   | 1,000                    | -                              | 1,000                 |
| District management                                 | 5,000                    | 23,323                         | (18,323)              |
| Engineering   | 25,000                   | 123,005                        | (98,005)              |
| Legal services                                      | 5,000                    | 27,594                         | (22,594)              |
| <b>TOTAL EXPENDITURES</b>                           | <u>1,532,317</u>         | <u>11,779,756</u>              | <u>(10,247,439)</u>   |
| <b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b> | (1,531,317)              | (11,779,746)                   | (10,248,429)          |
| <b>OTHER FINANCING SOURCES (USES)</b>               |                          |                                |                       |
| Developer advance                                   | 1,531,317                | 10,825,410                     | 9,294,093             |
| Transfers to other fund                             | -                        | (2,548)                        | (2,548)               |
| <b>TOTAL OTHER FINANCING SOURCES (USES)</b>         | <u>1,531,317</u>         | <u>10,822,862</u>              | <u>9,291,545</u>      |
| <b>NET CHANGE IN FUND BALANCES</b>                  | -                        | (956,884)                      | (956,884)             |
| <b>FUND BALANCES - BEGINNING</b>                    | <u>-</u>                 | <u>(196,543)</u>               | <u>(196,543)</u>      |
| <b>FUND BALANCES - ENDING</b>                       | <u>\$ -</u>              | <u>\$ (1,153,427)</u>          | <u>\$ (1,153,427)</u> |

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

**DENVER CONNECTION WEST METROPOLITAN DISTRICT  
2018 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Services Provided**

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

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

The maximum Required Mill Levy is 50.000 mills, adjusted for changes in the ratio of actual value to assessed value of property within the District.

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.

**Revenues**

**Developer Advances**

The District's general and administrative costs in 2018 will be funded by the Developer. Developer advances are recorded as revenue for budget purposes with an obligation for future repayment when the District is financially able to reimburse the Developer from bonds proceeds and other legally available revenue.

**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, other administrative expenditures, and membership.

**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.**

**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%.**

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

**DENVER CONNECTION WEST METROPOLITAN DISTRICT  
2018 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Capital Outlay**

The District anticipates capital expenditures as outlined on page 6 of the budget.

**Reserves**

**Emergency Reserve**

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

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

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

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

**Series 2017A**

**August 23, 2017**

**Principal due December 1**

**Interest Rates 5.375% Payable**

**June 1 and December 1**

| <b>Year Ended<br/>December 31,</b> | <b>Principal</b>    | <b>Interest</b>      | <b>Total</b>         |
|------------------------------------|---------------------|----------------------|----------------------|
| 2018                               | \$ -                | \$ 520,838           | \$ 520,838           |
| 2019                               | -                   | 520,838              | 520,838              |
| 2020                               | -                   | 520,838              | 520,838              |
| 2021                               | -                   | 520,838              | 520,838              |
| 2022                               | 80,000              | 520,838              | 600,838              |
| 2023                               | 110,000             | 516,538              | 626,538              |
| 2024                               | 125,000             | 510,625              | 635,625              |
| 2025                               | 135,000             | 503,906              | 638,906              |
| 2026                               | 155,000             | 496,650              | 651,650              |
| 2027                               | 160,000             | 488,319              | 648,319              |
| 2028                               | 185,000             | 479,719              | 664,719              |
| 2029                               | 195,000             | 469,775              | 664,775              |
| 2030                               | 220,000             | 459,294              | 679,294              |
| 2031                               | 230,000             | 447,469              | 677,469              |
| 2032                               | 255,000             | 435,106              | 690,106              |
| 2033                               | 270,000             | 421,400              | 691,400              |
| 2034                               | 300,000             | 406,888              | 706,888              |
| 2035                               | 315,000             | 390,763              | 705,763              |
| 2036                               | 345,000             | 373,831              | 718,831              |
| 2037                               | 365,000             | 355,288              | 720,288              |
| 2038                               | 395,000             | 335,669              | 730,669              |
| 2039                               | 420,000             | 314,438              | 734,438              |
| 2040                               | 455,000             | 291,863              | 746,863              |
| 2041                               | 480,000             | 267,406              | 747,406              |
| 2042                               | 520,000             | 241,606              | 761,606              |
| 2043                               | 550,000             | 213,656              | 763,656              |
| 2044                               | 595,000             | 184,094              | 779,094              |
| 2045                               | 625,000             | 152,113              | 777,113              |
| 2046                               | 675,000             | 118,519              | 793,519              |
| 2047                               | 1,530,000           | 54,825               | 1,584,825            |
|                                    | <u>\$ 9,690,000</u> | <u>\$ 11,533,943</u> | <u>\$ 21,223,943</u> |

This financial information should be read only in connection with the accompanying accountant's compilation report and summary of significant assumptions.

**DENVER CONNECTION WEST METROPOLITAN DISTRICT**  
**Schedule of Cash Deposits & Investments**  
**September 30, 2018**  
**Updated as of November 15, 2018**

|   | General<br>Fund     | Debt Service<br>Fund   | Capital Projects<br>Fund | Total                  |
|---|---------------------|------------------------|--------------------------|------------------------|
| <b><u>1st Bank - Checking account</u></b>                 |                     |                        |                          |                        |
| Balance as of 09/30/18                                    | \$ 62,750.60        | \$ 12,751.44           | \$ 12,229.45             | \$ 87,731.49           |
| Subsequent activities:                                    |                     |                        |                          |                        |
| 10/01/18 Release September checks held                    | (6,793.58)          | -                      | (334,674.86)             | (341,468.44)           |
| 10/01/18 Admin, Operations & Maintenance Fees - October   | 10,217.78           | -                      | -                        | 10,217.78              |
| 10/03/18 Bank Charge                                      | (30.00)             | -                      | -                        | (30.00)                |
| 10/05/18 Developer Advance to cover September check run   | 6,817.47            | -                      | 334,674.86               | 341,492.33             |
| 10/05/18 Xpress Bill Pay charge                           | (20.31)             | -                      | -                        | (20.31)                |
| 10/10/18 Property Tax                                     | 140.03              | 559.57                 | -                        | 699.60                 |
| 10/23/18 Checks # 1142 - 1153                             | (8,766.61)          | -                      | (634,423.41)             | (643,190.02)           |
| 10/26/18 Developer Advance to cover October check run     | 8,766.61            | -                      | 634,423.41               | 643,190.02             |
| 11/01/18 Admin, Operations & Maintenance Fees - November  | 7,366.53            | -                      | -                        | 7,366.53               |
| 11/05/18 Express Bill Pay charge                          | (101.82)            | -                      | -                        | (101.82)               |
| 11/10/18 Property Tax                                     | 164.11              | 656.46                 | -                        | 820.57                 |
| Anticipated vouchers payable                              | (5,078.45)          | (5,500.00)             | (432,358.09)             | (442,936.54)           |
| Anticipated developer advance to cover November check run | 5,078.45            | -                      | 432,358.09               | 437,436.54             |
| Anticipated transfer to Colotrult                         | -                   | (8,467.47)             | -                        | (8,467.47)             |
| Anticipated balances                                      | 80,510.81           | -                      | 12,229.45                | 92,740.26              |
| <b><u>INVESTMENTS</u></b>                                 |                     |                        |                          |                        |
| <b><u>Colotrult Plus</u></b>                              |                     |                        |                          |                        |
| Balance as of 09/30/18                                    | -                   | 237,581.87             | -                        | 237,581.87             |
| Subsequent activities:                                    |                     |                        |                          |                        |
| 10/09/18 Deposit - SDF                                    | -                   | 36,000.00              | -                        | 36,000.00              |
| 10/15/18 Deposit - SDF                                    | -                   | 27,000.00              | -                        | 27,000.00              |
| 10/31/18 Interest income                                  | -                   | 549.96                 | -                        | 549.96                 |
| 11/02/18 Deposit - SDF                                    | -                   | 36,000.00              | -                        | 36,000.00              |
| Anticipated transfer from 1st Bank checking               | -                   | 8,467.47               | -                        | 8,467.47               |
| Anticipated transfer to UMB                               | -                   | (345,599.30)           | -                        | (345,599.30)           |
| Anticipated balances                                      | -                   | -                      | -                        | -                      |
| <b><u>UMB - Bond Fund Series 2017A</u></b>                |                     |                        |                          |                        |
| Balance as of 09/30/18                                    | -                   | 429,432.21             | -                        | 429,432.21             |
| Subsequent activities:                                    |                     |                        |                          |                        |
| 10/31/2018 Interest income                                | -                   | 791.63                 | -                        | 791.63                 |
| 12/1/2018 Debt Service Payment                            | -                   | (260,418.75)           | -                        | (260,418.75)           |
| Anticipated transfer from Colotrult Plus                  | -                   | 345,599.30             | -                        | 345,599.30             |
| Anticipated balance                                       | -                   | 515,404.39             | -                        | 515,404.39             |
| <b><u>UMB - Reserve Fund Series 2017A</u></b>             |                     |                        |                          |                        |
| Balance as of 09/30/18                                    | -                   | 794,619.54             | -                        | 794,619.54             |
| Subsequent activities:                                    |                     |                        |                          |                        |
| 10/31/18 Interest income                                  | -                   | 1,464.48               | -                        | 1,464.48               |
| Anticipated balance                                       | -                   | 796,084.02             | -                        | 796,084.02             |
| <b><u>UMB - Surplus Fund 2017A</u></b>                    |                     |                        |                          |                        |
| Balance as of 09/30/18                                    | -                   | 974,090.11             | -                        | 974,090.11             |
| Subsequent activities:                                    |                     |                        |                          |                        |
| 10/31/18 Interest income                                  | -                   | 1,795.44               | -                        | 1,795.44               |
| Anticipated balance                                       | -                   | 975,885.55             | -                        | 975,885.55             |
|   | <u>\$ 80,510.81</u> | <u>\$ 2,287,373.96</u> | <u>\$ 12,229.45</u>      | <u>\$ 2,380,114.22</u> |

**Yield information @ 10/31/18**

UMB Bank (invested in CSAFE) - 2.25%  
CT Plus - 2.32%

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



**DENVER CONNECTION WEST METROPOLITAN DISTRICT**  
**Property Taxes Reconciliation**  
**2018**

| Current Year                                   |                                |           |                     |                           |                                       |         |                           | Prior Year                            |         |  |
|--|--------------------------------|-----------|---------------------|---------------------------|---------------------------------------|---------|---------------------------|---------------------------------------|---------|--|
| Delinquent<br>Taxes, Rebates<br>and Abatements | Specific<br>Ownership<br>Taxes | Interest  | Treasurer's<br>Fees | Net<br>Amount<br>Received | % of Total Property<br>Taxes Received |         | Total<br>Cash<br>Received | % of Total Property<br>Taxes Received |         |  |
|  |                                |           |                     |                           | Monthly                               | Y-T-D   |                           | Monthly                               | Y-T-D   |  |
| \$ -   | \$ 861.52                      | \$ -      | \$ (2.63)           | 1,121.39                  | 0.17%                                 | 0.17%   | -                         | 0.00%                                 | 0.00%   |  |
| -  | 800.13                         | -         | (45.69)             | 5,323.19                  | 2.89%                                 | 3.06%   | 319.77                    | 100.00%                               | 100.00% |  |
| -  | 876.16                         | -         | (60.19)             | 6,834.97                  | 3.81%                                 | 6.87%   | -                         | 0.00%                                 | 100.00% |  |
| -  | 814.54                         | -         | (17.36)             | 2,533.18                  | 1.10%                                 | 7.97%   | -                         | 0.00%                                 | 100.00% |  |
| -  | 888.42                         | 7.06      | (1,317.46)          | 131,317.27                | 83.42%                                | 91.39%  | -                         | 0.00%                                 | 100.00% |  |
| -  | 823.30                         | 19.56     | (36.22)             | 4,408.64                  | 2.28%                                 | 93.68%  | -                         | 0.00%                                 | 100.00% |  |
| -  | 864.47                         | 194.63    | (100.65)            | 10,828.45                 | 6.25%                                 | 99.93%  | -                         | 0.00%                                 | 100.00% |  |
| -  | 699.60                         | -         | -                   | 699.60                    | 0.00%                                 | 99.93%  | -                         | 0.00%                                 | 100.00% |  |
| -  | 699.60                         | -         | -                   | 699.60                    | 0.00%                                 | 99.93%  | -                         | 0.00%                                 | 100.00% |  |
| -  | 699.60                         | 4.70      | (1.23)              | 820.57                    | 0.07%                                 | 100.00% | -                         | 0.00%                                 | 100.00% |  |
| -  | -                              | -         | -                   | -                         | 0.00%                                 | 100.00% | -                         | 0.00%                                 | 100.00% |  |
| -  | -                              | -         | -                   | -                         | 0.00%                                 | 100.00% | -                         | 0.00%                                 | 100.00% |  |
| \$ -   | \$ 8,027.34                    | \$ 225.95 | \$ (1,581.43)       | \$ 164,586.86             | 100.00%                               | 100.00% | \$ 319.77                 | 100.00%                               | 100.00% |  |

| Taxes Levied | % of Levied | Property Taxes<br>Collected | % Collected to<br>Amount Levied |
|--------------|-------------|-----------------------------|---------------------------------|
|--------------|-------------|-----------------------------|---------------------------------|

|                   |                |                      |                |
|-------------------|----------------|----------------------|----------------|
| \$ 31,583         | 20.00%         | \$ 31,583.00         | 100.00%        |
| 126,332           | 80.00%         | 126,332.00           | 100.00%        |
| <u>\$ 157,915</u> | <u>100.00%</u> | <u>\$ 157,915.00</u> | <u>100.00%</u> |

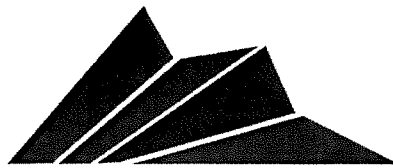
|                  |                |                    |               |
|------------------|----------------|--------------------|---------------|
| \$ 2,530         | 20.02%         | \$ 1,606.73        | 63.51%        |
| 10,110           | 79.98%         | 6,420.61           | 63.51%        |
| <u>\$ 12,640</u> | <u>100.00%</u> | <u>\$ 8,027.34</u> | <u>63.51%</u> |

|                 |                |                    |               |
|-----------------|----------------|--------------------|---------------|
| \$ 474          | 16.81%         | \$ 265.90          | 56.10%        |
| 2,345           | 83.19%         | 1,315.53           | 56.10%        |
| <u>\$ 2,819</u> | <u>100.00%</u> | <u>\$ 1,581.43</u> | <u>56.10%</u> |

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

**DENVER CONNECTION WEST**  
**Schedule of Developer Advances**  
Updated as of November 15, 2018

| Summary of Developer Advances      |             |                                       |                                  |   |                  |
|------------------------------------|-------------|---------------------------------------|----------------------------------|---|------------------|
| <u>Description</u>                 | <u>Date</u> | <u>General<br/>Fund<br/>Operation</u> | <u>Capital<br/>Projects Fund</u> | <u>Capital<br/>Projects Fund<br/>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                         | 8,263.15  | 12,827.45        |
| DEVELOPER ADVANCE                  | 01/24/18    | 3,960.77                              | 53,675.51                        | -   | 57,636.28        |
| DEVELOPER ADVANCE                  | 02/09/18    | 4,443.29                              | 34,732.28                        | -   | 39,175.57        |
| DEVELOPER ADVANCE                  | 02/23/18    | -                                     | 29,295.15                        | -   | 29,295.15        |
| DEVELOPER ADVANCE - CAP REQ NO. 6  | 02/27/18    | -                                     | -                                | 1,891,252.48  | 1,891,252.48     |
| DEVELOPER ADVANCE                  | 03/16/18    | 7,286.26                              | 192,664.71                       | -   | 199,950.97       |
| DEVELOPER ADVANCE                  | 04/13/18    | 8,071.36                              | 246,594.88                       | -   | 254,666.24       |
| DEVELOPER ADVANCE - CAP REQ NO. 7  | 04/27/18    | -                                     | -                                | 1,211,450.14  | 1,211,450.14     |
| DEVELOPER ADVANCE                  | 05/04/18    | 4,974.95                              | 872,325.84                       | -   | 877,300.79       |
| DEVELOPER ADVANCE                  | 06/14/18    | 783.90                                | 224,216.10                       | -   | 225,000.00       |
| DEVELOPER ADVANCE - CAP REQ NO. 8  | 06/26/18    | -                                     | -                                | 1,326,228.46  | 1,326,228.46     |
| DEVELOPER ADVANCE                  | 07/06/18    | -                                     | 315,359.75                       | -   | 315,359.75       |
| DEVELOPER ADVANCE                  | 08/02/18    | 5,544.34                              | 591,077.57                       | -   | 596,621.91       |
| DEVELOPER ADVANCE - CAP REQ NO. 9  | 08/26/18    | -                                     | -                                | 3,268,484.83  | 3,268,484.83     |
| DEVELOPER ADVANCE                  | 09/07/18    | 4,893.40                              | 568,052.01                       | -   | 572,945.41       |
| DEVELOPER ADVANCE                  | 10/05/18    | 6,817.47                              | 334,674.86                       | -   | 341,492.33       |
| DEVELOPER ADVANCE - CAP REQ NO. 10 | 10/23/18    | -                                     | -                                | 1,094,514.43  | 1,094,514.43     |
| DEVELOPER ADVANCE                  | 10/26/18    | 8,766.61                              | 634,423.41                       | -   | 643,190.02       |
| INTEREST ON DEVELOPER ADVANCE      | 11/15/18    | 4,948.13                              | 125,959.00                       | 342,208.87  | 473,116.00       |
| Total To Date                      |             | \$ 106,005.78                         | \$ 4,437,214.27                  | \$ 10,220,483.53                                      | \$ 14,763,703.58 |



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**Dazzio & Associates, PC**

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**Certified Public Accountants**

October 31, 2018

To the Board of Directors and Management  
Denver Connection West Metropolitan District  
c/o CliftonLarsonAllen, LLP  
8390 E Crescent Parkway, Suite 300  
Greenwood Village, Colorado 80111

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, 2018. We will audit the financial statements of the governmental activities and each major fund including the related notes to the financial statements, which collectively comprise the basic financial statements of the District as of and for the year ended December 31, 2018.

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

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

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

**Audit Objective**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to 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. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the Board of Directors of the District. We cannot provide assurance that unmodified opinions will be expressed.

Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements 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 may withdraw from this engagement.

**Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute 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 a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. 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, any fraudulent financial reporting, or misappropriation of assets that come 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.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and

liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

#### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. 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.

#### **Management Responsibilities**

Management is responsible for establishing and maintaining effective internal controls, 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 U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. 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, (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.

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 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,

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 U.S. generally accepted accounting principles. 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. 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 cash, accounts receivable, or other 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 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 these 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.

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 enclosed copy and return it to us.

Very truly yours,

*Daggis & 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: \_\_\_\_\_

Hello Lisa,

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

Design Review Requests –

1. We currently have no pending Design Review Request in the system. There's been a couple request placed on hold. Owner would like to wait until Spring to do sod.

Violations –

2. A violation drive was completed November 5<sup>th</sup>, 2018. There are three more scheduled for November.
3. Violations letters submitted with the changes that were requested

Grounds –

1. Snow removal contract for the 2018-2019 season has been approved and sent to Drake and Nustyle.
2. Bid request have gone out for Pet Waste and Service companies. – should have them all back this week

Thank you,

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

After hours emergency: (303) 420-4433



# DENVER CONNECTION WEST METRO DISTRICT

## Board Meeting Project Status

November 27, 2018



### **Project Work**

#### **Site Visits**

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

- Earthwork import to the park is on-going.
- Construction on the Hub is on-going.
- Expect electric service to the Hub building the week of November 19. Waiting on Xcel for gas to the Hub Building. Water service to the Hub building is complete.
- Construction of the Green Valley Ranch Boulevard median, traffic signal and south lanes are complete. The road is open and the signal operational. Waiting on final paperwork showing City Acceptance. Minor repairs may be requested of Chato's Concrete.
- Construction of the structural retaining walls and landscape walls by Slaton Brothers is complete. Final Acceptance has been granted. See Other Issues below.
- Construction of the open space flat concrete is ongoing.
- The landscape amenities are being ordered. Seat walls, planter walls, dog park trellis foundations, and stairs have started. Dog stations have been installed.

#### **Cost Certification**

- Cost Certification #11 – Recommend District Approval



## **Construction Contract Documents**

### **Contractor Contracts**

- Final Acceptances (not Warranty Acceptance)
  - Chato's Concrete – Minor Repairs might be requested – Waiting on City to provide punchlist or Acceptance
  - WL Contractors – Waiting on City Acceptance Letter

### **District Contract Change Orders**

- MW Golden
  - Change Order 15 – Landscape and Irrigation Changes - \$24,837.00 – Recommend Ratification
  - Change Order 16 – Additional Lighting Changes - \$-2,130.99 – Recommend Ratification
  - Upcoming Change Orders – See Log
- Slaton Brothers
  - Change Order Request 2 - Adjust Wall Heights - \$4,600.00 – Recommend Ratification
- Thoutt Brothers
  - Change Order Request 1 – Mew Concrete Reduction

## **Consultant/Vendor Agreements**

### **Consultant/Vendor Agreements**

- None

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

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

## **Other Matters**

- Channel Wall Sidewalk Issue

- The walls are closer to the sidewalk than Norris Design planned. Survey shows both are in the wrong location horizontally. At this time it is not possible to know if the wall and sidewalk were surveyed incorrectly or if the survey stakes were followed correctly by the Contractors. Survey notes have been requested from David Evans and EMK. David Evans has provided, but they have not been reviewed yet.
- Because the wall and sidewalk are too close to each other, railing will need to be provided for portions of the wall. Norris Design is working on a plan that will show how much and what type of railing will be necessary. We suggest that the District get pricing from Brightview and NuStyle for the railing once the plan is complete.
- The wall had been awkwardly higher than the sidewalk in some places. CTL Thompson reviewed the EMK survey and determined that the wall was roughly in the right location vertically. Slaton Brothers lowered some sections of the wall. Retainage is still being held for Slaton Brothers due to the wall being in the wrong location horizontally, but we are not clear how long that can be held.
- EES is reviewing the EMK survey to see if the sidewalk was built correctly vertically.
- Thoutt Brothers
  - Previously Thoutt Brothers had told IDES that the District was in breach of contract due to various reasons. We attempted to meet with them to discuss, but they did not attend the meeting and when we mentioned rescheduling, they ignored the option. This is just a heads up that this may or may not be an issue in the future.
- Green Valley Ranch Boulevard
  - Both WL and Chato's have been done with their work for months. City Acceptance of Green Valley Ranch Boulevard is being held up by work done by other contractors.

# Denver Connection West Metropolitan District

## CHANGE ORDER

|                      |   |                     |   |
|----------------------|---|---------------------|---|
| <b>Project:</b>      | Denver Connection West                    | <b>No.:</b>         | 15  |
| <b>Contract For:</b> | Hub                                       | <b>Date Issued:</b> | 11/7/18   |
| <b>Contractor:</b>   | MW Golden                                 | <b>Owner:</b>       | Denver Connection West<br>Metropolitan District             |
| <b>Address:</b>      | 1700 Park Street<br>Castle Rock, CO 80109 | <b>Address:</b>     | 8480 E. Orchard Rd, Ste 1000<br>Greenwood Village, CO 80111 |

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

*Description:* Landscape and Irrigation Changes

*Purpose of Change Order:* MW Golden didn't have the correct irrigation plans at bid. This is a deduct to adjust the quantities to the current plan (COR 29); The right-of-way irrigation and landscape is Being added since it is on the same controller as the Hub (COR 30);

*Attachments (List Documents Supporting Change):* Change Order Requests 29, and 30

### CHANGE IN CONTRACT PRICE:

Original Contract Price: \$ 3,050,806.33

Previous Change Orders  
No. 1 to No. 14 \$ 559,252.66

Contract Price Prior to this  
Change Order: \$ 3,610,058.99

Net Change of this Change  
Order: \$ 24,837.00

Contract Price with all  
approved Change Orders: \$ 3,634,895.99

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

Original Contract Time: 280

Net Change from Previous  
Change Orders: 96

Contract Time Prior to this  
Change Order: 376

Net Change of this Change  
Order: 3

Contract Time with all  
approved Change Orders: 379

### RECOMMENDED:

By: Kris Fiore  
Date: 11/17/18  
Engineer

### APPROVED:

By: [Signature]  
Date: 11/13/2018  
Contractor

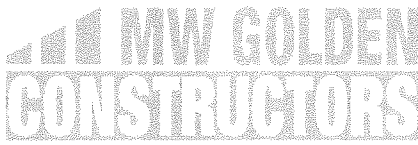
### APPROVED:

By: Robert A. Johnson  
Date: Johnson  
Owner

Digitally signed by Robert A. Johnson  
DN: cn=Robert A. Johnson, o=Denver  
Connection Metropolitan District,  
ou=President,  
email=rob.johnson@yonhomes.com,  
c=US  
Date: 2018.11.14 10:33:46 -0700

## CHANGE ORDER REQUEST (PROPOSAL)

[illegible]



PCO #490132

MW GOLDEN CONSTRUCTORS  
1700 Park Street  
Castle Rock, Colorado 80109  
Phone: (303) 688-9848  
Fax: (303) 688-8269

Project: 40117 - Denver Connection HUB  
4746 N. Jasper Street  
Denver, Colorado 80239

**DRAFT**

**Prime Contract Potential Change Order #490132: COR 29, CE #063 - New irrigation plan I-1.00 of 9-14-2018**

|                        |  |                              |   |
|------------------------|--|------------------------------|---|
| TO:                    | Denver Connection West Metropolitan District<br>- Village Homes (William Lyon Homes)<br>8480 East Orchard Road, Suite 100<br>Greenwood Village Colorado, 80111 | FROM:                        | MW GOLDEN CONSTRUCTORS<br>1700 Park Street<br>Castle Rock Colorado, 80109 |
| PCO NUMBER/REVISION:   | 490132 / 0   | CONTRACT:                    | 40117 - Denver Connection HUB Prime Contract                              |
| REQUEST RECEIVED FROM: |  | CREATED BY:                  | Mark Zeigler (MW GOLDEN CONSTRUCTORS)                                     |
| STATUS:                | Draft  | CREATED DATE:                | 9/26 /2018  |
| REFERENCE:             |  | PRIME CONTRACT CHANGE ORDER: | None  |
| FIELD CHANGE:          | No   |                              |   |
| LOCATION:              |  | ACCOUNTING METHOD:           | Amount Based  |
| SCHEDULE IMPACT:       |  | PAID IN FULL:                | No  |
|                        |  | TOTAL AMOUNT:                | (\$1,103.00)  |

POTENTIAL CHANGE ORDER TITLE: COR 29, CE #063 - New irrigation plan I-1.00 of 9-14-2018

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #063 - New irrigation plan I-1.00 of 9-14-2018  
Irrigation change to plan of 9-14-2018

ATTACHMENTS:

| #   | Cost Code          | Description | Type       | Amount       |
|---|--------------------|-------------|------------|--------------|
| 1   | 32-9000 - Planting |             | Commitment | (\$931.00)   |
| Subtotal:   |                    |             |            | (\$931.00)   |
| Builders Risk & Sub Liability Insurances: 1.10% Applies to all line item types. |                    |             |            | (\$10.24)    |
| Labor Burden: 0.38% Applies to Labor.   |                    |             |            | \$ 0.00      |
| Bond: 1.50% Applies to all line item types.                                     |                    |             |            | (\$13.97)    |
| Overhead: 10.00% Applies to all line item types.                                |                    |             |            | (\$95.52)    |
| Profit: 5.00% Applies to all line item types.                                   |                    |             |            | (\$52.54)    |
| Final Rounding: = -0.03% Applies to all line item types.                        |                    |             |            | \$ 0.27      |
| Grand Total:  |                    |             |            | (\$1,103.00) |



**PCO #490132**

**Kim Fiore (Independent District  
Engineering Services, LLC)**

954 Valley Road  
Evergreen Colorado 80439

**Denver Connection West Metropolitan  
District - Village Homes (William Lyon  
Homes)**

8480 East Orchard Road, Suite 100  
Greenwood Village Colorado 80111

**MW GOLDEN CONSTRUCTORS**

1700 Park Street  
Castle Rock Colorado 80109

SIGNATURE

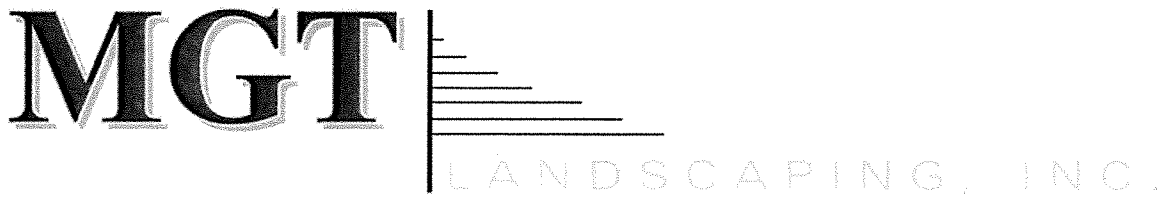
DATE

SIGNATURE

DATE

SIGNATURE

DATE



**Project Name: Denver Connection HUB**

**REVISION 2 – REVISED IRRIGATION PLANS ISSUED**

**Bid Date: 09/26/18**

**Bid Type: Landscape/Irrigation**

**Subcontractor: MGT Landscaping License #: 02977**

**MBE/DBE/SBE Cert #: 8582**

**DEDUCT – Irrigation Per Issued Plans**

**<\$931.00>**

**ROW Landscape & Irrigation**

**\$20,287.00**

**INCLUDES:**

- MBE/DBE/SBE certification.
- General Wage Decision No. CO170012.
- Bid is good for 90 days only.
- All work completed by (09/31/18).
- GC must provide MGT (17) days to complete this project, not including Saturdays or Sundays. Days to be calculated backwards from completion date.
- Includes (1) one mobilization for sleeving and (1) one mobilization for landscape/irrigation.
- Landscape and irrigation per plans and specs only. MGT assumes no responsibility for any errors and /or omissions by any designer/engineer with regards to conformance to any state and local codes and specifications.
- Irrigation sleeving. Irrigation sleeving to be done prior to pavement, requiring a minimum 72-hour faxed or emailed notice to MGT. If this notice is not documented, any additional costs for boring or sleeve installation to be paid by GC.
- Irrigation point of connection. (MGT shall tie onto an irrigation stub-out, provided by others)
- Irrigation controller.
- Irrigation system distribution piping, wiring, valves, sprays, etc.
- Irrigation system winterization/spring start.
- Soil amendment, tilling, fine grading and plant material.
- Mulches, edging and weed barrier fabric.
- Soil amendment, tilling, fine grading and sod.
- Soil amendment, tilling, fine grading and seed.
- Two year warranty.
- Two year maintenance.



**EXCLUDES:**

- Bond and permit fees. MGT bond rate is 2.5%.
- ANY type of OCIP.
- Colorado state tax.
- Overtime wages. MGT work days are Monday-Friday, 7:00am-3:30pm. Any weekend work required by the General Contractor to be at additional cost to the General Contractor, billed at overtime premium.
- Demolition.
- Sandset pavers with groundcover plantings.
- Walls.
- Fencing.
- Site furnishings.
- Fire feature.
- Channel stepping boulders.
- Repair, and cost to repair, any damaged landscape/ irrigation done by anyone other than MGT.
- Existing tree protection, pruning, and transplanting.
- Vegetation grubbing.
- Any landscape/ irrigation operations when there is frost present in the ground and/or inclement weather.
- Winter protection and cost for any winter protection including but not limited to snow and/or frost removal.
- Increase cost of plant material if owner/architect tags plant material anywhere other than where he/she is directed by MGT.
- Ripping of compacted soil.
- Topsoil supply or placement.
- Additional soil amendments based on soils reports.
- Cutting, patching, boring under existing paving.
- Removal and haul off of spoils. To be disposed of in GC provided dumpsters.
- Erosion control.
- Traffic control.
- Cost of construction water.
- Tap fees, water meter, meter pit, stub-out from pit.
- Irrigation system is design/build by MGT for bidding purposes only. Cost of plans by certified irrigation designer is not included. (The irrigation plans do not provide adequate information to bid from)
- Warranty excludes:
  - Unsuitable plant material for which an alternate cannot be agreed upon prior to planting.
  - Evergreens and/or perennials planted between 10/15 and 3/31.
  - All plant material planted after 11/01.
  - Sod/seed installed after irrigation system winterization.
  - Non-irrigated seed.

**QUALIFICATIONS:**

- If either party commences an action or arbitration to enforce or interpret any portion of this Contract, the prevailing party in such action shall be paid by the other party the prevailing party's costs and reasonable attorney fees, to be awarded by the court. In addition, MGT is entitled to interest on the unpaid balance of any amount due at the rate of 18% per annum.
- All Inclusions, Exclusions and Qualifications will be incorporated into and become a part of the contract.



Kerry R. Hasegawa





PCO #490133

MW GOLDEN CONSTRUCTORS  
1700 Park Street  
Castle Rock, Colorado 80109  
Phone: (303) 688-9848  
Fax: (303) 688-8269

Project: 40117 - Denver Connection HUB  
4746 N. Jasper Street  
Denver, Colorado 80239

**DRAFT**

**Prime Contract Potential Change Order #490133: CE #064 - Landscape and Irrigation in Right of Way**

|                        |  |                              |   |
|------------------------|--|------------------------------|---|
| TO:                    | Denver Connection West Metropolitan District<br>- Village Homes (William Lyon Homes)<br>8480 East Orchard Road, Suite 100<br>Greenwood Village Colorado, 80111 | FROM:                        | MW GOLDEN CONSTRUCTORS<br>1700 Park Street<br>Castle Rock Colorado, 80109 |
| PCO NUMBER/REVISION:   | 490133 / 0   | CONTRACT:                    | 40117 - Denver Connection HUB Prime Contract                              |
| REQUEST RECEIVED FROM: |  | CREATED BY:                  | Mark Zeigler (MW GOLDEN CONSTRUCTORS)                                     |
| STATUS:                | Draft  | CREATED DATE:                | 9/27 /2018  |
| REFERENCE:             |  | PRIME CONTRACT CHANGE ORDER: | None  |
| FIELD CHANGE:          | No   |                              |   |
| LOCATION:              |  | ACCOUNTING METHOD:           | Amount Based  |
| SCHEDULE IMPACT:       |  | PAID IN FULL:                | No  |
|                        |  | TOTAL AMOUNT:                | \$25,940.00   |

POTENTIAL CHANGE ORDER TITLE: CE #064 - Landscape and Irrigation in Right of Way

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

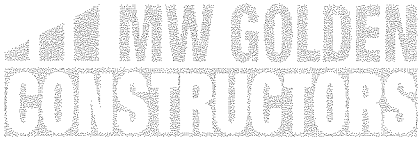
CE #064 - Landscape and Irrigation in Right of Way  
COR 30

Landscape and Irrigation in Right of Way  
Revised Irrigation drawing I-1.00 dated 9/14/18 added ROW band between Developers sidewalk and Street Curb.

Landscape is on critical path schedule logic leading to completion  
Time directly prorated to cost increase, 12% increase in cost.  
 $17 \text{ wd} \times 0.12 = 2 \text{ wd increase}$   
 $2 \text{ wd} = 2.8 \text{ cd}$

ATTACHMENTS:

| #  | Cost Code                  | Description                              | Type       | Amount       |
|--|----------------------------|--|------------|--------------|
| 1  | 32-9000 - Planting         | Landscape and Irrigation in Right of Way | Commitment | \$ 20,287.00 |
| 2  | 60-0400 - MWGC Contingency | 2.8 days GC time increase @ \$715.94     | Other      | \$ 2,004.00  |
| Subtotal:  |                            |  |            | \$22,291.00  |
| Builders Risk & Sub Liability Insurances: 1.10% Applies to Labor, Equipment, Materials, Commitment, Owner Cost, and Professional Services. |                            |  |            | \$ 223.16    |
| Labor Burden: 0.38% Applies to Labor,  |                            |  |            | \$ 0.00      |
| Overhead: 10.00% Applies to Labor, Equipment, Materials, Commitment, Owner Cost, and Professional Services.                                |                            |  |            | \$ 2,028.70  |
| Profit: 5.00% Applies to Labor, Equipment, Materials, Commitment, Owner Cost, and Professional Services.                                   |                            |  |            | \$ 1,014.35  |
| Final Rounding: -0.00% Applies to all line item types.   |                            |  |            | (\$0.56)     |
| Bond: 1.50% Applies to all line item types.  |                            |  |            | \$ 383.35    |



PCO #490133

|  |              |             |
|--|--------------|-------------|
|  | Grand Total: | \$25,940.00 |
|--|--------------|-------------|

Kim Fiore (Independent District  
Engineering Services, LLC)

954 Valley Road  
Evergreen Colorado 80439

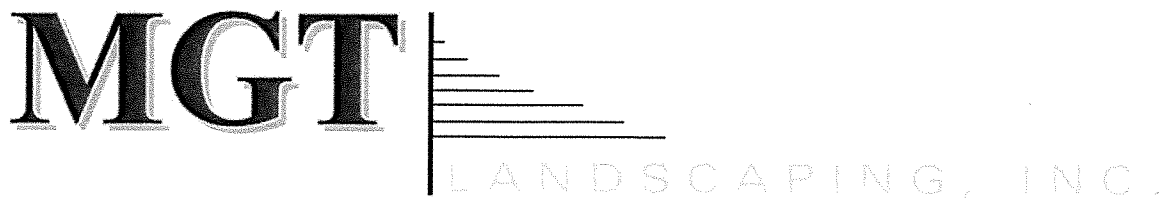
Denver Connection West Metropolitan  
District - Village Homes (William Lyon  
Homes)

8480 East Orchard Road, Suite 100  
Greenwood Village Colorado 80111

MW GOLDEN CONSTRUCTORS

1700 Park Street  
Castle Rock Colorado 80109

|           |      |           |      |           |      |
|-----------|------|-----------|------|-----------|------|
| SIGNATURE | DATE | SIGNATURE | DATE | SIGNATURE | DATE |
|-----------|------|-----------|------|-----------|------|



Project Name: Denver Connection HUB

REVISION 2 – REVISED IRRIGATION PLANS ISSUED

Bid Date: 09/26/18

Bid Type: Landscape/Irrigation

Subcontractor: MGT Landscaping License #: 02977

MBE/DBE/SBE Cert #: 8582

**DEDUCT – Irrigation Per Issued Plans**

**<\$931.00>**

**ROW Landscape & Irrigation**

**\$20,287.00**

**INCLUDES:**

- MBE/DBE/SBE certification.
- General Wage Decision No. CO170012.
- Bid is good for 90 days only.
- All work completed by (09/31/18).
- GC must provide MGT (17) days to complete this project, not including Saturdays or Sundays. Days to be calculated backwards from completion date.
- Includes (1) one mobilization for sleeving and (1) one mobilization for landscape/irrigation.
- Landscape and irrigation per plans and specs only. MGT assumes no responsibility for any errors and /or omissions by any designer/engineer with regards to conformance to any state and local codes and specifications.
- Irrigation sleeving. Irrigation sleeving to be done prior to pavement, requiring a minimum 72-hour faxed or emailed notice to MGT. If this notice is not documented, any additional costs for boring or sleeve installation to be paid by GC.
- Irrigation point of connection. (MGT shall tie onto an irrigation stub-out, provided by others)
- Irrigation controller.
- Irrigation system distribution piping, wiring, valves, sprays, etc.
- Irrigation system winterization/spring start.
- Soil amendment, tilling, fine grading and plant material.
- Mulches, edging and weed barrier fabric.
- Soil amendment, tilling, fine grading and sod.
- Soil amendment, tilling, fine grading and seed.
- Two year warranty.
- Two year maintenance.

**EXCLUDES:**

- Bond and permit fees. MGT bond rate is 2.5%.
- ANY type of OCIP.
- Colorado state tax.
- Overtime wages. MGT work days are Monday-Friday, 7:00am-3:30pm. Any weekend work required by the General Contractor to be at additional cost to the General Contractor, billed at overtime premium.
- Demolition.
- Sandset pavers with groundcover plantings.
- Walls.
- Fencing.
- Site furnishings.
- Fire feature.
- Channel stepping boulders.
- Repair, and cost to repair, any damaged landscape/ irrigation done by anyone other than MGT.
- Existing tree protection, pruning, and transplanting.
- Vegetation grubbing.
- Any landscape/ irrigation operations when there is frost present in the ground and/or inclement weather.
- Winter protection and cost for any winter protection including but not limited to snow and/or frost removal.
- Increase cost of plant material if owner/architect tags plant material anywhere other than where he/she is directed by MGT.
- Ripping of compacted soil.
- Topsoil supply or placement.
- Additional soil amendments based on soils reports.
- Cutting, patching, boring under existing paving.
- Removal and haul off of spoils. To be disposed of in GC provided dumpsters.
- Erosion control.
- Traffic control.
- Cost of construction water.
- Tap fees, water meter, meter pit, stub-out from pit.
- Irrigation system is design/build by MGT for bidding purposes only. Cost of plans by certified irrigation designer is not included. (The irrigation plans do not provide adequate information to bid from)
- Warranty excludes:
  - Unsuitable plant material for which an alternate cannot be agreed upon prior to planting.
  - Evergreens and/or perennials planted between 10/15 and 3/31.
  - All plant material planted after 11/01.
  - Sod/seed installed after irrigation system winterization.
  - Non-irrigated seed.

**QUALIFICATIONS:**

- If either party commences an action or arbitration to enforce or interpret any portion of this Contract, the prevailing party in such action shall be paid by the other party the prevailing party's costs and reasonable attorney fees, to be awarded by the court. In addition, MGT is entitled to interest on the unpaid balance of any amount due at the rate of 18% per annum.
- All Inclusions, Exclusions and Qualifications will be incorporated into and become a part of the contract.



Kerry R. Hasegawa



# Denver Connection West Metropolitan District

## CHANGE ORDER

|                      |   |                     |   |
|----------------------|---|---------------------|---|
| <b>Project:</b>      | Denver Connection West                    | <b>No.:</b>         | 16  |
| <b>Contract For:</b> | Hub                                       | <b>Date Issued:</b> | 11/7/18   |
| <b>Contractor:</b>   | MW Golden                                 | <b>Owner:</b>       | Denver Connection West<br>Metropolitan District             |
| <b>Address:</b>      | 1700 Park Street<br>Castle Rock, CO 80109 | <b>Address:</b>     | 8480 E. Orchard Rd, Ste 1000<br>Greenwood Village, CO 80111 |

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

*Description:* Additional Lighting Changes

*Purpose of Change Order:* The specified F1 can lights did not fit in the entry recess soffit. Alternate lights had to be bought (COR 35). The S-1 lights for the walls were not delivered in time so other lights were used. This is a credit for the original S-1 lights (COR 37).

*Attachments (List Documents Supporting Change):* Change Order Requests 35 and 37

### CHANGE IN CONTRACT PRICE:

Original Contract Price: \$ 3,050,806.33

Previous Change Orders

No. 1 to No. 15 \$ 584,089.66

Contract Price Prior to this  
Change Order:

\$ 3,634,895.99

Net Change of this Change  
Order:

\$ -2,130.99

Contract Price with all  
approved Change Orders:

\$ 3,632,765.00

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

Original Contract Time: 280

Net Change from Previous  
Change Orders:

99

Contract Time Prior to this  
Change Order:

379

Net Change of this Change  
Order:

0

Contract Time with all  
approved Change Orders:

379

### RECOMMENDED:

By: Kris Fiore

Date: 11/17/18

Engineer

### APPROVED:

By: [Signature]

Date: 11/13/18

Contractor

### APPROVED:

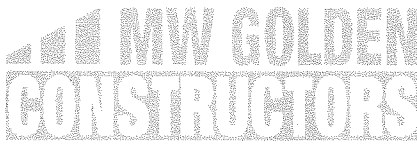
By: Robert A.

Date: Johnson

Owner

Digitally signed by Robert A. Johnson  
DN: cn=Robert A. Johnson,  
o=Denver Connection Metropolitan  
District, ou=President,  
email=rob.johnson@lyonhomes.co  
m, c=US  
Date: 2018.11.14 10:34:42 -07'00'





PCO #490136

MW GOLDEN CONSTRUCTORS  
1700 Park Street  
Castle Rock, Colorado 80109  
Phone: (303) 688-9848  
Fax: (303) 688-8269

Project: 40117 - Denver Connection HUB  
4746 N. Jasper Street  
Denver, Colorado 80239

**DRAFT**

**Prime Contract Potential Change Order #490136: CE #066 - Substitute can lights to fit front entry recess soffit**

|                        |  |                              |   |
|------------------------|--|------------------------------|---|
| TO:                    | Denver Connection West Metropolitan District<br>- Village Homes (William Lyon Homes)<br>8480 East Orchard Road, Suite 100<br>Greenwood Village Colorado, 80111 | FROM:                        | MW GOLDEN CONSTRUCTORS<br>1700 Park Street<br>Castle Rock Colorado, 80109 |
| PCO NUMBER/REVISION:   | 490136 / 0   | CONTRACT:                    | 40117 - Denver Connection HUB Prime Contract                              |
| REQUEST RECEIVED FROM: |  | CREATED BY:                  | Mark Zeigler (MW GOLDEN CONSTRUCTORS)                                     |
| STATUS:                | Draft  | CREATED DATE:                | 10/5 /2018  |
| REFERENCE:             |  | PRIME CONTRACT CHANGE ORDER: | None  |
| FIELD CHANGE:          | No   |                              |   |
| LOCATION:              |  | ACCOUNTING METHOD:           | Amount Based  |
| SCHEDULE IMPACT:       |  | PAID IN FULL:                | No  |
|                        |  | TOTAL AMOUNT:                | \$832.00  |

POTENTIAL CHANGE ORDER TITLE: CE #066 - Substitute can lights to fit front entry recess soffit

CHANGE REASON: Design Development

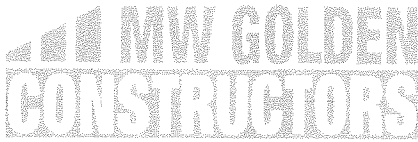
POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #066 - Substitute can lights to fit front entry recess soffit  
COR 35

The specified F1 fixtures would not fit in Club House front entry recess soffit.  
Alternate fixtures were purchased to fit into this space.  
The previously approved fixtures will be turned over the William Lyons or IDES.

**ATTACHMENTS:**

| #   | Cost Code            | Description                 | Type       | Amount    |
|---|----------------------|-----------------------------|------------|-----------|
| 1   | 26-0000 - Electrical | 3.5" DIAMETER F1 CAN LIGHTS | Commitment | \$ 702.00 |
| Subtotal:   |                      |                             |            | \$702.00  |
| Builders Risk & Sub Liability Insurances: 1.10% Applies to all line item types. |                      |                             |            | \$ 7.72   |
| Labor Burden: 0.38% Applies to Labor.   |                      |                             |            | \$ 0.00   |
| Bond: 1.50% Applies to all line item types.                                     |                      |                             |            | \$ 10.53  |
| Overhead: 10.00% Applies to all line item types.                                |                      |                             |            | \$ 72.03  |
| Profit: 5.00% Applies to all line item types.                                   |                      |                             |            | \$ 39.61  |
| Final Rounding: ≈ 0.02% Applies to all line item types.                         |                      |                             |            | \$ 0.11   |
| Grand Total:  |                      |                             |            | \$832.00  |



**PCO #490136**

**Kim Fiore (Independent District  
Engineering Services, LLC)**

954 Valley Road  
Evergreen Colorado 80439

**Denver Connection West Metropolitan  
District - Village Homes (William Lyon  
Homes)**

8480 East Orchard Road, Suite 100  
Greenwood Village Colorado 80111

**MW GOLDEN CONSTRUCTORS**

1700 Park Street  
Castle Rock Colorado 80109

SIGNATURE

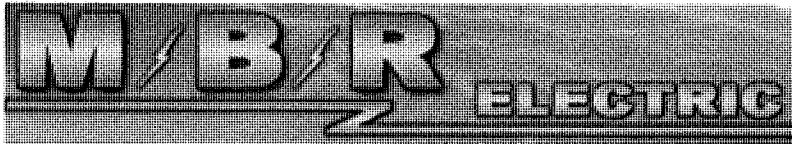
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DATE

SIGNATURE

DATE



7135 Newton St.  
Westminster, CO 80030

Phone: 303-430-8840  
Fax: 303-430-7977  
email: edam@mbrelectric.com

Submitted To: MW Golden Constructors  
Project: Denver Connection Hub

Attention: Mark Zeigler

Date: 9/12/18

Via: email mzeigler@mwgolden.com

Change Order Request: DC011  
Reference: Authorized Change directed by General Contractor  
Scope: Procurement of 2 Recessed Can Lights

Equipment, Materials and Labor Include the Following:

- 1) Relocate wire and supports
- 2) Costs also include General Conditions, Permits, Tax, Profit and Overhead.

Exclusions:

Moving of any equipment, Fire alarm

\*\*\* Due to the volatile nature in construction products, copper, our price is subject to today's price in construction materials. A price increase of more than \$8 prior to approval of change order will be subject to recalculation of change request cost.\*\*\*

\*\*\*M/B/R Electric reserves the right to adjustments for conditions unknown, unforeseen or a result of others, as it relates to this work\*\*\*

|    | Description         | Qty      | Trade Price | Unit    | Discount % | Net Cost  | Labor      | Unit         | Total Material | Total Hours |           |
|----|---------------------|----------|-------------|---------|------------|-----------|------------|--------------|----------------|-------------|-----------|
| 1  | Recessed Can Lights | 2        | 282.00      | EA      | 0%         | 282.00    | -          | E            | 564.00         | -           |           |
| 2  |                     |          |             |         |            |           |            |              | -              | -           |           |
| 3  |                     |          |             |         |            |           |            |              | -              | -           |           |
| 4  |                     |          |             |         |            |           |            |              | -              | -           |           |
| 5  |                     |          |             |         |            |           |            |              | -              | -           |           |
| 6  |                     |          |             |         |            |           |            |              | -              | -           |           |
| 7  |                     |          |             |         |            |           |            |              | -              | -           |           |
| 8  |                     |          |             |         |            |           |            |              | -              | -           |           |
| 9  |                     |          |             |         |            |           |            |              | -              | -           |           |
| 10 |                     |          |             |         |            |           |            |              | -              | -           |           |
| 11 |                     |          |             |         |            |           |            |              | -              | -           |           |
| 12 |                     |          |             |         |            |           |            |              | -              | -           |           |
| 13 |                     |          |             |         |            |           |            |              | -              | -           |           |
| 14 |                     |          |             |         |            |           |            |              | -              | -           |           |
| 15 |                     |          |             |         |            |           |            |              | -              | -           |           |
| 16 |                     |          |             |         |            |           |            |              | -              | -           |           |
| 17 | clean up            | 1        | -           | E       | 0%         | -         | -          | E            | -              | -           |           |
| 18 |                     |          |             |         |            |           |            |              | 564.00         | -           |           |
| 19 |                     |          |             |         |            |           |            |              |                |             |           |
|    | Labor Type          | Crew     | Hours       | Rate/Hr | Subtotal   | burden%   | Fringe     | Burden Total | Fringe Total   | Total       | Full Rate |
| 1  | General Foreman     | 0.00%    | -           | -       | -          | 26.00%    | 15.45      | -            | -              | -           | -         |
| 2  | Foreman             | 1.50%    | -           | 37.34   | -          | 26.00%    | 15.45      | -            | -              | -           | -         |
| 3  | Journeyman          | 4.00%    | -           | 35.80   | -          | 26.00%    | 15.45      | -            | -              | -           | -         |
|    |                     | 5.50%    | -           | -       | -          |           | 15.45      | -            | -              | -           | -         |
|    |                     | Factor % | Hours       | Rate\$  | Subtotal   | Brdn%     | Frgn\$     | Brdn Total   | Frgn Total     | Total       | Full Rate |
| 1  | Small Tools         | 2.00%    | -           | 35.11   | -          |           |            |              |                | -           | -         |
| 2  |                     | 2.00%    | -           | -       | -          |           |            |              |                | -           | -         |
|    | Indirect labor      | LB%      | Hours       | Rate\$  | Subtotal   | Brdn%     | Frgn\$     | Brdn Total   | Frgn Total     | Total       | Full Rate |
| 1  | PM                  | 20.00%   | -           | 49.22   | -          | 26.00%    |            | 14.97        | -              | 14.97       | -         |
|    |                     | 0.00%    | -           | -       | -          |           |            |              |                | -           | -         |
|    |                     |          |             |         |            |           |            | 14.97        |                | 14.97       |           |
|    | Subcontractors      |          |             |         |            | Cost      |            |              | Markup%        | Total       |           |
| 1  |                     |          |             |         |            | -         |            |              | 3%             | -           |           |
| 2  |                     |          |             |         |            | \$ -      |            |              | 3%             | -           |           |
|    |                     |          |             |         |            |           |            |              |                | -           |           |
|    | Gen Exp             |          | Qty         |         | Duration   | Cost/Unit | Total Cost |              | Unit           |             |           |
| 1  |                     |          |             |         |            |           | -          |              |                |             |           |
|    |                     |          |             |         |            |           | -          |              |                |             |           |
|    | Quoted Material     |          |             |         |            |           |            |              |                |             |           |
| 1  |                     |          |             |         |            |           | -          |              |                |             |           |
|    |                     |          |             |         |            |           | -          |              |                |             |           |
|    | Final Pricing       | Cal %    | Cal \$      |         |            |           |            |              |                |             |           |
|    | DB Material         |          | 564.00      |         |            |           |            |              |                |             |           |
|    | Quoted Mat          |          | -           |         |            |           |            |              |                |             |           |
|    | material tax        | 3.65%    | 20.59       |         |            |           |            |              |                |             |           |
|    | Total               |          | 584.59      |         |            |           |            |              |                |             |           |
|    | Direct Labor        |          | -           |         |            |           |            |              |                |             |           |
|    | Labor Factor        |          | -           |         |            |           |            |              |                |             |           |
|    | Indirect Labor      |          | 14.97       |         |            |           |            |              |                |             |           |
|    | Total               |          | 14.97       |         |            |           |            |              |                |             |           |
|    | Subs                |          | -           |         |            |           |            |              |                |             |           |
|    | Gen Exp             |          | -           |         |            |           |            |              |                |             |           |
|    | Total               |          | 599.56      |         |            |           |            |              |                |             |           |
|    |                     | 0.00%    | -           |         |            |           |            |              |                |             |           |
|    | Total               |          | -           |         |            |           |            |              |                |             |           |
|    | Sub Markup          | 3.00%    | -           |         |            |           |            |              |                |             |           |
|    | Adj Markup          | 15.00%   | 89.93       |         |            |           |            |              |                |             |           |
|    | Total               |          | 89.93       |         |            |           |            |              |                |             |           |
|    | Owners reserve      | 0.00%    | -           |         |            |           |            |              |                |             |           |
|    | Contig              | 0.00%    | -           |         |            |           |            |              |                |             |           |
|    | bonding             | 1.82%    | 12.55       |         |            |           |            |              |                |             |           |
|    | Selling Price       |          | 702.04      |         |            |           |            |              |                |             |           |
|    | BACK OUT MAT Tax    | 0.000%   | -           |         |            |           |            |              |                |             |           |
|    |                     |          |             |         |            |           |            |              |                |             |           |

20.59

0.00%

-

20.59

15.00%

3.09

23.67

0.00%

-

23.67

0.00%

-

23.67

0.00%

-

23.67

0.00%

-

3.09

0.00

|        |      |       |
|--------|------|-------|
| 0.00%  | -    | 20.59 |
| 15.00% | 3.09 | 23.67 |
| 0.00%  | -    | 23.67 |
| 0.00%  | -    | 23.67 |
| 0.00%  | -    | 23.67 |
|        |      | 3.09  |
|        |      | 0.00  |

|             |        |
|-------------|--------|
| FINAL Price | 702.04 |
|-------------|--------|

# Denver Connection West Metro District

## CHANGE ORDER REQUEST (PROPOSAL)

|          |  |                    |                        |
|----------|--|--------------------|------------------------|
| Project: | Denver Connection HUB                    | C.O. Request No.:  | 37                     |
| To:      | Kim Fiore, PE                            | From (Contractor): | MW GOLDEN CONSTRUCTORS |
|          | IDES, LLC – DCWMD District Engineer      | Date:              | October 31, 2018       |
| Re:      | Credit from return of S-1 light fixtures | Contract For:      | HUB                    |

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

### Description of Proposed Change:

The specified S-1 light fixtures were unavailable when needed to pour concrete walls. This is credit from return of S-1 fixtures.

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

Reason for Change: Long lead time light fixtures

Does Proposed Change involve a change in Contract Sum? ☐ No ☒ Yes Decrease \$ 2,962.99  
Does Proposed Change involve a change in Contract Time? ☒ No ☐ Yes Increase \_\_\_\_ days

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

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

- ☐ Approved for Change Order No. \_\_\_\_\_  
☐ Approved for Force Account Authorization No. \_\_\_\_\_  
☐ Denied for \_\_\_\_\_

RECOMMENDED

APPROVED

IDES, LLC-DCWMD District Engineer

Denver Connection West Metro District

|           |       |      |           |       |      |
|-----------|-------|------|-----------|-------|------|
| Signature | Title | Date | Signature | Title | Date |
|-----------|-------|------|-----------|-------|------|

Coding:

| Job Number | Category | Amount |
|------------|----------|--------|
|            |          | \$     |
|            |          | \$     |

|  |    |
|--|----|
|  | \$ |
|  | \$ |
|  | \$ |
|  | \$ |





PCO #490138

MW GOLDEN CONSTRUCTORS  
1700 Park Street  
Castle Rock, Colorado 80109  
Phone: (303) 688-9848  
Fax: (303) 688-8269

Project: 40117 - Denver Connection HUB  
4746 N. Jasper Street  
Denver, Colorado 80239

**DRAFT**

**Prime Contract Potential Change Order #490138: CE #072 - Return light fixtures designed for concrete wall that were to late to install, COR 37**

|                        |  |                              |   |
|------------------------|--|------------------------------|---|
| TO:                    | Denver Connection West Metropolitan District<br>- Village Homes (William Lyon Homes)<br>8480 East Orchard Road, Suite 100<br>Greenwood Village Colorado, 80111 | FROM:                        | MW GOLDEN CONSTRUCTORS<br>1700 Park Street<br>Castle Rock Colorado, 80109 |
| PCO NUMBER/REVISION:   | 490138 / 0   | CONTRACT:                    | 40117 - Denver Connection HUB Prime Contract                              |
| REQUEST RECEIVED FROM: |  | CREATED BY:                  | Mark Zeigler (MW GOLDEN CONSTRUCTORS)                                     |
| STATUS:                | Draft  | CREATED DATE:                | 10/31 /2018   |
| REFERENCE:             |  | PRIME CONTRACT CHANGE ORDER: | None  |
| FIELD CHANGE:          | No   |                              |   |
| LOCATION:              |  | ACCOUNTING METHOD:           | Amount Based  |
| SCHEDULE IMPACT:       |  | PAID IN FULL:                | No  |
|                        |  | TOTAL AMOUNT:                | (\$2,962.99)  |

POTENTIAL CHANGE ORDER TITLE: CE #072 - Return light fixtures designed for concrete wall that were to late to install, COR 37

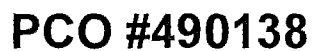
CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #072 - Return light fixtures designed for concrete wall that were to late to install  
Deduct S-1 light fixtures and return for credit

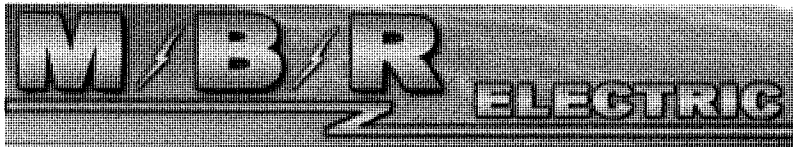
ATTACHMENTS:

| #   | Cost Code            | Description                                     | Type       | Amount       |
|---|----------------------|---|------------|--------------|
| 1   | 26-0000 - Electrical | Deduct S-1 light fixtures and return for credit | Commitment | (\$2,500.00) |
| Subtotal:   |                      |   |            | (\$2,500.00) |
| Builders Risk & Sub Liability Insurances: 1.10% Applies to all line item types. |                      |   |            | (\$27.50)    |
| Labor Burden: 0.38% Applies to Labor.   |                      |   |            | \$ 0.00      |
| Bond: 1.50% Applies to all line item types.                                     |                      |   |            | (\$37.50)    |
| Overhead: 10.00% Applies to all line item types.                                |                      |   |            | (\$256.50)   |
| Profit: 5.00% Applies to all line item types.                                   |                      |   |            | (\$141.08)   |
| Final Rounding: ≈ 0.02% Applies to all line item types.                         |                      |   |            | (\$0.41)     |
| Grand Total:  |                      |   |            | (\$2,962.99) |



1700 Park Street  
Castle Rock Colorado 80109

DATE \_\_\_\_\_



7135 Newton St.  
Westminster, CO 80030

Phone: 303-430-8840  
Fax: 303-430-7977  
email: adam@mbrelectric.com

Submitted To: MW Golden Constructions  
Project: Denver Connection Hub

Attention: Mark Zeigler

Date: 10/31/2018

Via: email mzeigler@mwgolden.com

Change Order Request: DC014  
Reference: Deduct for S1 fixtures  
Scope: Deduct for S1 fixtures

Equipment, Materials and Labor Include the Following:

- 1) Relocate wire and supports
- 2) Costs also include General Conditions, Permits, Tax, Profit and Overhead.

**Exclusions:**

Moving of any equipment, fire alarm

\*\*\* Due to the volatile nature in construction products, copper, our price is subject to today's price in construction materials. A price increase of more than 5% prior to approval of change order will be subject to recalculation of change request cost.\*\*\*

\*\*\* MBR Electric reserves the right to adjustments for conditions unknown, unforeseen or a result of others, as it relates to this work\*\*\*

| Description              | Qty | Trade Price | Unit | Discount % | Net Cost   | Labor | Unit | Total Material | Total Hours |
|--------------------------|-----|-------------|------|------------|------------|-------|------|----------------|-------------|
| 1 Deduct for S1 fixtures | 1   | (3,000.00)  | LF   | 0%         | (3,000.00) |       | E    | (3,000.00)     | -           |
| 2 Shipping Charges       | 1   | 500.00      | EA   | 0%         | 500.00     |       | E    | 500.00         | -           |
| 3                        |     |             | EA   | 0%         | -          |       | E    | -              | -           |
| 15                       |     |             |      |            |            |       |      |                |             |
| 16                       |     |             |      |            |            |       |      |                |             |
| 17 clean up              | 0   | -           | E    | 0%         | -          | 2.00  | E    | -              | -           |
| 18                       |     |             |      |            |            |       |      | (2,500.00)     | -           |
| 19                       |     |             |      |            |            |       |      |                |             |

| Labor Type        | Crew | Hours | Rate/Hr | Subtotal | burden% | Fringe | Burden Total | Fringe Total | Total | Full Rate |
|-------------------|------|-------|---------|----------|---------|--------|--------------|--------------|-------|-----------|
| 1 General Foreman | 0%   | -     | 49.22   | -        | 28.00%  | 15.45  | -            | -            | -     | -         |
| 2 Foreman         | 1.5% | -     | 37.34   | -        | 28.00%  | 15.45  | -            | -            | -     | -         |
| 3 Journeyman      | 4%   | -     | 35.80   | -        | 28.00%  | 15.45  | -            | -            | -     | -         |

|               | Factor % | Hours | Rate \$ | Subtotal | Brdn% | Frgn\$ | Brdn Total | Frgn Total | Total | Full Rate |
|---------------|----------|-------|---------|----------|-------|--------|------------|------------|-------|-----------|
| 1 Small Tools | 2.00%    | -     | 35.11   | -        |       |        |            |            | -     | -         |
| 2             | 2.00%    | -     |         | -        |       |        |            |            | -     | -         |

| Indirect labor | LB%    | Hours | Rate \$ | Subtotal | Brdn%  | Frgn\$ | Brdn Total | Frgn Total | Total | Full Rate |
|----------------|--------|-------|---------|----------|--------|--------|------------|------------|-------|-----------|
| 1 PM           | 20.00% | -     | 49.22   | -        | 26.00% |        | -          | -          | -     | -         |
|                | 0.00%  | -     |         | -        |        |        | -          | -          | -     | -         |

| Subcontractors | Cost | Markup% | Total |
|----------------|------|---------|-------|
| 1              | -    | 3%      | -     |
| 2              | \$ - | 3%      | -     |

| Gen Exp | Qty | Duration | Cost/Unit | Total Cost | Unit |
|---------|-----|----------|-----------|------------|------|
| 1 Lift  | -   | 1.00     | 400.00    | -          | EA   |

| Quoted Material |   |  |  |  |  |  |  |  |  |
|-----------------|---|--|--|--|--|--|--|--|--|
| 1               | - |  |  |  |  |  |  |  |  |

| Final Pricing      | Est %  | Est \$            |
|--------------------|--------|-------------------|
| DB Material        |        | (2,500.00)        |
| Quoted Mat         |        | -                 |
| material tax       | 0.00%  | -                 |
| <b>Total</b>       |        | <b>(2,500.00)</b> |
| Direct Labor       |        | -                 |
| Labor Factor       |        | -                 |
| Indirect Labor     |        | -                 |
| <b>Total</b>       |        | <b>-</b>          |
| Subs               |        | -                 |
| Gen Exp            |        | -                 |
| <b>Total</b>       |        | <b>(2,500.00)</b> |
|                    | 0.00%  | -                 |
| Sub Markup         | 3.00%  | -                 |
| Adj Markup         | 0.00%  | -                 |
| <b>Total</b>       |        | <b>-</b>          |
| Owners reserve     | 0.00%  | -                 |
| Contig             | 0.00%  | -                 |
| bonding            | 0.00%  | -                 |
| Selling Price      |        | (2,500.00)        |
| BACK OUT MAT Tax   | 0.000% | -                 |
| <b>FINAL Price</b> |        | <b>(2,500.00)</b> |

|       |   |   |
|-------|---|---|
| 0.00% | - | - |
| 0.00% | - | - |
| 0.00% | - | - |
| 0.00% | - | - |
| 0.00% | - | - |

# Denver Connection West Metropolitan District

## CHANGE ORDER

|               |   |              |   |
|---------------|---|--------------|---|
| Project:      | Denver Connection West                                    | No.:         | 2   |
| Contract For: | Green Valley Ranch Blvd Medians                           | Date Issued: | 11/2/18   |
| Contractor:   | Slaton Bros Inc.  | Owner:       | Denver Connection West<br>Metropolitan District             |
| Address:      | 9025 East Kenyon Avenue, Suite<br>300<br>Denver, CO 80237 | Address:     | 8480 E. Orchard Rd, Ste 1000<br>Greenwood Village, CO 80111 |

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

Description: Adjust Wall Heights

Purpose of Change Order: Channel wall was found to be much higher than the sidewalk in several places. This is the cost to lower the wall.

Attachments (List Documents Supporting Change): Email from Slaton Brothers

### CHANGE IN CONTRACT PRICE:

Original Contract Price: \$ 258,456.09

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

Original Contract Time: 71

Previous Change Orders

No. 000 to No. 001: \$ 23,308.00

Net Change from Previous  
Change Orders:

0

Contract Price Prior to this  
Change Order:

\$ 281,764.09

Contract Time Prior to this  
Change Order:

71

Net Change of this Change  
Order:

\$ 4,600.00

Net Change of this Change  
Order:

0

Contract Price with all  
approved Change Orders:

\$ 286,364.09

Contract Time with all  
approved Change Orders:

71

### RECOMMENDED:

By: [Signature]

Date: 11/2/18

Engineer

### APPROVED:

By: [Signature]

Date: 11-6-18

Contractor

### APPROVED:

By: [Signature]

Date: 11/7/18

Owner