

# DENVER CONNECTION WEST METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228-1898  
Tel: 303-987-0835 • 800-741-3254  
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[www.colorado.gov/dcwmnd](http://www.colorado.gov/dcwmnd)

## 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
<i>VACANT</i>	Assistant Secretary	2020/May 2020
Jeff McGovern	Assistant Secretary	2022/May 2022
Lisa A. Johnson	Secretary	

DATE: September 24, 2019  
TIME: 1:30 P.M.  
PLACE: William Lyon Homes  
400 Inverness Parkway, Suite 350  
Englewood, CO 80112

### I. ADMINISTRATIVE MATTERS

- A. Present Conflict Disclosures and confirm quorum.  
\_\_\_\_\_
- B. Approve Agenda, confirm location of the meeting, posting of meeting notices.  
\_\_\_\_\_
- C. Acknowledge letter of resignation from David Brown effective September 19, 2019 (enclosure).  
\_\_\_\_\_

### II. PUBLIC COMMENTS

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

### III. CONSENT AGENDA

- Review and approve Minutes of the August 27, 2019 Regular Meeting (enclosure).
  - Ratify approval of Change Order No. 1 to Service Agreement with Absolute Pools in the amount of \$5,000.00 (to be distributed).
- \_\_\_\_\_

IV. FINANCIAL MATTERS

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

Fund	Period Ending Sept. 16, 2019
General	\$ 19,540.66
Debt	\$ -0-
Capital	\$ 21,166.01
Special Revenue	\$ 25,599.27
<b>Total</b>	<b>\$ 66,305.94</b>

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- B. Consider acceptance of the unaudited financial statements dated, July 31, 2019, schedule of developer advances, updated September 1, 2019, and the schedule of cash position for the period ending July 31, 2019, updated as of September 13, 2019 (enclosures).
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- C. Review letters of interest and appoint 2020 budget committee.
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- D. Consider appointment of District Accountant to prepare the 2020 budget and set date for public hearing.
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V. 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. MW Golden Contract
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1. Discuss Agreement between the District and MW Golden and the following Change Orders:

- Change Order No. 29 – Picture Frame Fence Mesh - \$21,083.88
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2. Discuss request and status of acceptance of release of retainage, in part or whole, related to the contract with MW Golden.
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- c. Discuss status of final walk through and status of release of retainage related to the contract with Brightview Landscape Development, Inc.
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- d. Discuss status of final walk through and status of release of retainage related to the contract with Thoutt Brother's Concrete Contractors, Inc.
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- e. Review and consider approval of Task Order No. 2 to the Master Service Agreement ("MSA") with Front Range Aquatech for Pool Winterization in the amount of \$7,068.58 (enclosure).
- 

- f. Discuss Spa Equipment Evaluation.
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- g. Discuss fire place- timer vs. remote.
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- B. Review and consider approval/status of Cost Certification Report No.19 in the amount of \$389,580.79 (enclosure).
- 

## VI. POOL AND HUB OPERATIONS

- A. Discuss and consider approval of Second Amended and Restated District Facilities Rules and Regulations (to be distributed).
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- B. Discuss and consider approval of modifications to fencing around the Pool/Hub to secure the area from trespassers (to be distributed).
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## VII. LEGAL MATTERS

- A. Status of City and County's approval of Gateway Improvements Funding Agreement.
-

VIII. COVENANT ENFORCEMENT/DESIGN REVIEW/OPERATIONS

- A. Review and discuss Community Manager's Report (enclosure- Report/ to be distributed- ARC and Violation logs).  
\_\_\_\_\_
- B. Review and consider approval of Service Agreement with Nu Style Landscape and Development, LLC for Snow Removal Services (enclosure).  
\_\_\_\_\_
- C. Design Review Committee ("DRC")  
\_\_\_\_\_
  - 1. Update from DRC Committee.  
\_\_\_\_\_
- D. Social Committee  
\_\_\_\_\_
  - 1. Update from Social Committee.  
\_\_\_\_\_
- E. Review draft Operations and Maintenance Map (to be distributed).  
\_\_\_\_\_
- F. Discuss and consider approval of Second Amended and Restated Design and Landscape Guidelines of Denver Connection West and adoption of Resolution regarding the same (to be distributed).  
\_\_\_\_\_
- G. Discuss and consider adoption of Second Amended and Restated Resolution Adopting Policies and Procedures Governing the Enforcement of Protective Covenants for Denver Connection West (to be distributed).  
\_\_\_\_\_

IX. OTHER BUSINESS

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

- X. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR OCTOBER 22, 2019 @ THE HUB, 4746 JASPER STREET, DENVER, CO 80239.**

**From:** David Brown <[David.Brown@lyonhomes.com](mailto:David.Brown@lyonhomes.com)>

**Sent:** Friday, August 23, 2019 2:56 PM

**To:** Elisabeth Cortese <[ecortese@specialdistrictlaw.com](mailto:ecortese@specialdistrictlaw.com)>; Lisa Johnson <[ljohnson@sdmsi.com](mailto:ljohnson@sdmsi.com)>

**Cc:** Jeff McGovern <[Jeff.McGovern@lyonhomes.com](mailto:Jeff.McGovern@lyonhomes.com)>; Rob Johnson <[Rob.Johnson@Lyonhomes.com](mailto:Rob.Johnson@Lyonhomes.com)>;

Eric McEachen <[Eric.McEachen@lyonhomes.com](mailto:Eric.McEachen@lyonhomes.com)>; Craig Wagner <[Craig.Wagner@lyonhomes.com](mailto:Craig.Wagner@lyonhomes.com)>

**Subject:** Resignation

Dear Elisabeth and Lisa,

Please accept this email as notice of my resignation from the board of the Denver Connection Metro District. My wife and I have decided to relocate outside of Colorado, and I will no longer be able to serve. I am able to serve through September 19, 2019 if needed to allow time for the identification and designation of my replacement.

Thank you both very much.

Sincerely,  
David Brown

**David Brown**  
**WARRANTY REPRESENTATIVE**

[David.Brown@lyonhomes.com](mailto:David.Brown@lyonhomes.com)

Cell (720) 582-0516

[www.lyonhomes.com](http://www.lyonhomes.com)



## 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 AUGUST 27, 2019

A regular meeting of the Board of Directors of the Denver Connection West Metropolitan District (referred to hereafter as the "Board") was convened on Tuesday, August 27, 2019, at 6:00 p.m., at The HUB, 4746 Jasper Street, Denver, CO 80239. The meeting was open to the public.

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**Directors In Attendance Were:**

Robert A. Johnson

Eric McEachen

David Brown

Following discussion, upon motion duly made by Director McEachen, seconded by Director Johnson and, upon vote, unanimously carried, the absences of Directors McGovern and Wagner were excused.

**Also In Attendance Were:**

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

Samantha Lillehoff, Esq.; McGeady Becher P.C.

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

Lisa Loprino; Willam Lyon Homes

(See Sign In Sheet for other attendees)

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**DISCLOSURE OF  
POTENTIAL  
CONFLICTS OF  
INTEREST**

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

## RECORD OF PROCEEDINGS

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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 McEachen, seconded by Director Johnson and, upon vote, unanimously carried, the Agenda was approved, as amended.

**Meeting Location:** The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. Following discussion, the Board noted the meeting location is within the District's boundaries. The Board further noted that notice of this meeting was duly posted pursuant to statute.

### PUBLIC COMMENTS

**Ed Deering:** Mr. Deering asked about the status of construction of the parks in the community. Ms. Fiore will provide status to Ms. Ripko. Ms. Ripko will send weekly email update to residents.

**CONSENT AGENDA** The Board considered the following actions:

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

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

### FINANCIAL MATTERS

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

Fund	Period Ending Aug. 15, 2019
General	\$ 18,408.09
Special Revenue	\$ 37,867.63
Debt	\$ -0-
Capital	\$ 10,894.82
<b>Total</b>	<b>\$ 67,170.54</b>

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

## RECORD OF PROCEEDINGS

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**Financial Statements, Schedule of Developer Advances, and Schedule of Cash Position:** The Board reviewed the unaudited financial statements dated June 30, 2019, schedule of developer's advances, updated August 15, 2019, and schedule of cash position statement ending June 30, 2019, updated as of August 19, 2019.

Following review and discussion, upon motion duly made by Director Johnson, seconded by Director Brown and, upon vote unanimously carried, the Board accepted the unaudited financial statements dated June 30, 2019, schedule of developer's advances, updated August 15, 2019, and schedule of cash position statement ending June 30, 2019, updated as of August 19, 2019.

### **CONSTRUCTION MATTERS**

**Engineer's Report:** Ms. Fiore reviewed with the Board the Engineer's Project Status Report dated August 27, 2019. A copy of the report is attached and incorporated herein by this reference.

#### **HUB Facility**

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

**Construction Contract Agreement between the District and MW Golden:**

**Change Order No. 28 to the Construction Contract with MW Golden:** The Board discussed Change Order No. 28 to the Construction Contract with MW Golden to remove pool covers for a decrease in the contract in the amount of <8,427.00>.

Following discussion, upon motion duly made by Director Johnson, seconded by Director Brown and, upon vote unanimously carried, the Board approved Change Order No. 28 to the Construction Contract with MW Golden to remove pool covers for a decrease in the contract in the amount of <8,427.00>.

**Change Order Request -Extended General Conditions:** The Board deferred discussion at this time.

**Change Order Request-Picture Frame Fence Mesh:** The Board deferred discussion at this time.

**Change Order Request- Wading Pool Light Credit:** The Board deferred discussion at this time.

**Final Punch List to be Fixed:** The Board deferred discussion at this time.



## RECORD OF PROCEEDINGS

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As-builts Required: Ms. Fiore reported to the Board that the As-builts have been received.

Release of Retainage, in Part or Whole, to MW Golden: The Board has directed MW Golden to submit a formal request for release of retainage pursuant to the Contract documents.

Acceptance and Release of Retainage Related to the Contract with BrightView Landscape Development, Inc.: It was noted that there has not been a final inspection of the improvements requested by the contractor. The Board deferred discussion at this time.

Acceptance and Release of Retainage Related to the Contract with Thoutt Brother's Concrete Contractors, Inc.: It was noted that there has not been a final inspection of the improvements requested by the contractor. The Board deferred discussion at this time.

MSA with Front Range Aquatech for Pool Covers at The HUB: The Board discussed the MSA with Front Range Aquatech for pool covers at the HUB.

Following review and discussion, upon motion duly made by Director Johnson, seconded by Director McEachen and, upon vote unanimously carried, the Board approved the MSA with Front Range Aquatech for pool covers at The HUB.

Task Order No. 1 under the MSA with Front Range Aquatech for Winter Covers: The Board discussed Task Order No. 1 under the MSA with Front Range Aquatech for winter covers including measurement and install in the amount of \$7,111.

Following review and discussion, upon motion duly made by Director Johnson, seconded by Director McEachen and, upon vote unanimously carried, the Board approved the Task Order No. 1 with Front Range Aquatech for winter covers including measurement and install in the amount of \$7,111.

Task Order No. 2 under the MSA with Front Range Aquatech for Pool Winterization: The Board deferred discussion at this time.

Proposal from NM Industrial Services for other Winterization: The Board deferred discussion at this time.

### Consultants/Vendor Task Orders

Task Order No. 3 under the MSA with All American Electrostatic for Painting Gate after Split Rail Fence Repair: The Board discussed Task Order No. 3 under the MSA with All American Electrostatic for painting gate after Split Rail Fence repair.

## RECORD OF PROCEEDINGS

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Following review and discussion, upon motion duly made by Director Johnson, seconded by Director Brown and, upon vote unanimously carried, the Board approved Task Order No. 3 under the MSA with All American Electrostatic for painting gate after Split Rail Fence repair, subject to a not to exceed cost of \$500.

Task Order No. 1 under the MSA with BSC Signs for Pole Lights: The Board discussed Task Order No. 1 under the MSA with BSC Signs for pole lights in the amount of \$9,772.55.

Following review and discussion and input from the residents in attendance, upon motion duly made by Director Johnson, seconded by Director Brown and, upon vote unanimously carried, the Board did not approve Task Order No. 1 under the MSA with BSC Signs for pole lights in the amount of \$9,772.55.

Task Order No. 5 under the MSA with Independent District Engineering Services, Inc. ("IDES") for On-call District Services: The Board discussed Task Order No. 5 under the MSA with IDES for On-call District Services in the amount of \$40,000 (previous Task Order was work through May 2019).

Following review and discussion, upon motion duly made by Director Johnson, seconded by Director McEachen and, upon vote unanimously carried, the Board approved Task Order No. 5 under the MSA with IDES for On-call District Services in the amount of \$40,000 from June 2019 through December 31, 2019.

Task Order No. 3 under the MSA with Split Rail Fence for Gate Repair: The Board discussed Task Order No. 3 under the MSA with Split Rail Fence for gate repair in the amount of \$500.

Following review and discussion, upon motion duly made by Director Johnson, seconded by Director Brown and, upon vote unanimously carried, the Board approved Task Order No. 3 under the MSA with Split Rail Fence for gate repair in the amount of \$500.

**Cost Certification Report No. 18:** Ms. Fiore presented to the Board Cost Certification Report No. 18.

Following discussion, upon motion duly made by Director Johnson, seconded by Director McEachen and, upon vote unanimously carried, the Board accepted Cost Certification Report No. 18 in the amount of \$427,668.60.

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## RECORD OF PROCEEDINGS

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### **LEGAL MATTERS**

**Intergovernmental Agreement (“IGA”) between the District and the City and County of Denver regarding Gateway Public Improvements:** Attorney Lillehoff presented to the Board an update on the IGA between the District and the City and County of Denver regarding Gateway Public Improvements. She noted that the IGA was anticipated to be on City Council agenda for approval on September 9, 2019.

It was noted that the District has approved the IGA subject to approval by City.

**Rules and Regulations Regarding District owned Common Areas and adoption of Resolution for the Same:** Attorney Lillehoff presented to the Board an update on the Rules and Regulations Regarding District owned Common Areas and adoption of Resolution for the same. The Board deferred action until District Facilities Rules and Regulations were complete.

**Codification of District Covenants, Rules and Regulations and Policies and Procedures:** The Board deferred action, subject to finalization of Rules and Regulations Regarding District owned Common Areas and adoption of Resolution regarding the same.

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### **POOL AND HUB OPERATIONS**

**Security during Non-Pool Season:** Ms. Ripko discussed with the Board having security patrol the community a few times per evening during non-pool season. She noted that the cost would be \$800 per month.

Following discussion, upon motion duly made by Director Johnson, seconded by Director McEachen and, upon vote unanimously carried, the Board approved extending the contract for security services year-round.

**Proposal from ETG Systems, Inc. for Various Services:** The Board discussed a proposal from ETG Systems, Inc. for replacing existing camera for the hot tub, add pin card, and replace existing door hardware trim on the interior gates with mechanical PIN door handles for an amount of \$4,305.58.

Following discussion, upon motion duly made by Director Johnson, seconded by Director Brown and, upon vote unanimously carried, the Board approved the proposal with ETG Systems, Inc. for replacing existing camera for the hot tub, add pin card, and replace existing door hardware trim on the interior gates with mechanical PIN door handles for an amount not to exceed \$4,305.58.

**Amended and Restated District Facilities Rules and Regulations:** The Board discussed the amendments to the Facilities Rules and Regulations.

## RECORD OF PROCEEDINGS

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Following discussion, upon motion duly made by Director Johnson, seconded by Director Brown and, upon vote unanimously carried, the Board approved the Amended and Restated District Facilities Rules and Regulations.

**Insurance Claim Related to Pool User Negligence:** The Board discussed a potential insurance claim related to pool user negligence (glass goggles incident). It was noted that insurance was notified as required.

The Board discussed the details of the incident and the expenses incurred to date due to the incident.

Following discussion and input from the residents in attendance, upon motion duly made by Director Johnson, seconded by Director Brown and, upon vote unanimously carried, the Board directed staff to continue to process the claim through the District's insurance carrier.

**Fire Pit and Grill Area use after Pool Closure:** The Board discussed Fire Pit and Grill use after pool closure.

Following discussion, upon motion duly made by Director Johnson, seconded by Director McEachen and, upon vote unanimously carried, the Board approved the use of the Fire Pit and Grill until December 15, 2019.

**Pool Closure:** The Board discussed pool closure. Ms. Ripko noted keeping the pool open through September would result in additional costs for the District totaling \$5,000 for Pool Contractor and \$1,400 for Security Services.

Following discussion, upon motion duly made by Director Johnson, seconded by Director McEachen and, upon vote unanimously carried, the Board approved to keep the pool open through the end of September, to cost for the District \$5,000 for Pool Contractor and \$1,400 for Security Services.

**Maintain Spa Year-Round:** Ms. Ripko presented to the Board information to maintain spa year-round. She noted that the cost for the District would be \$23,000 a year.

The Board discussed whether the spa was constructed in a way to allow it to be used year-round. The Board directed Ms. Fiore to obtain professional recommendations on pool house ability to remain open year-round and report back to the Board with this information at the September meeting.

## RECORD OF PROCEEDINGS

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Following discussion, upon motion duly made by Director Johnson, seconded by Director Brown and, upon vote unanimously carried, the Board approved to keep the spa maintained through December 15, 2019 until further recommendations are presented for consideration.

**Results of Pool Hours Survey:** The Board reviewed the results of pool hours survey. The Board determined to make no changes to the pool hours at this time.

**Proposal to Replace Gas Grills:** The Board reviewed the proposal from BBQ Guys to replace gas grills.

Following review, upon motion duly made by Director Brown, seconded by Director Johnson and, upon vote unanimously carried, the Board ratified approval of proposal from the BBQ Guys to replace gas grills in the amount of \$2,563.44.

**Violation of Rules and Regulations and Associated Fees to be Passed along to the Person/Persons in Violation:** The Board discussed violation of Rules and Regulations and the associated fees to be passed along to the person/persons in violation.

Following discussion, upon motion duly made by Director Johnson, seconded by Director McEachen and, upon vote unanimously carried, the Board directed legal staff to draft language requiring that when a person/persons violates the Rules and Regulations and the violation results in additional costs to mitigate or remedy the violation, the additional costs will be passed along to the violator/violators.

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

**Community Manager's Report:** The Board reviewed the Community Manager Reports.

**Website with Statewide Internet Portal Authority ("SIPA"):** The Board reviewed the status of the website with SIPA.

**Design Review Committee ("DRC")** Ms. Ripko provided a brief update from the DRC.

### **Social Committee**

**Additional items on the list of Activities and associated Budget:** The Board reviewed and discussed additional items on the list of Activities and associated Budget.

Following review and discussion, upon motion duly made by Director Johnson, seconded by Director McEachen and, upon vote unanimously carried, the Board approve an amount not to exceed \$3,500 for additional items on the list of Activities and associated Budget, subject to final legal review.

## RECORD OF PROCEEDINGS

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**OTHER BUSINESS MATTERS** **Rescheduling of Regular Meeting Currently Scheduled December 24, 2019:** The Board discussed rescheduling of regular meeting currently scheduled on December 24, 2019.

Following discussion, the Board determined to reschedule the regular meeting currently scheduled on December 24, 2019 to a special meeting on December 17, 2019 at 1:00 P.M. at William Lyon Homes, 400 Inverness Parkway, Suite 350, Englewood, CO 80112.

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

Respectfully submitted,

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

# DENVER CONNECTION WEST METROPOLITAN DISTRICT

## AUGUST 27, 2019 BOARD MEETING

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

NAME	ADDRESS (Postal and Email)	TELEPHONE	ISSUES TO BE ADDRESSED
Tina Woodard	15727 E. ELK PI DENVER 80239	720 324 6361	
Genevieve Tripp	16092 E Warner Pl Denver, 80239	513 432 2402	not tub hour
Lacey & Philip Fisher	16022 E 47th PL Denver 80239	918-965-3031 918-005-4470	" "
Lori Hall	16080 E. Warner Pl.	720-206- 6534	—
Erik Nielsen	16074 E. Warner Dr.	3/668-7715	
Ed Deering	15732 E. Warner Dr	3-280-8378	Incomplete parks
Cara Wolfe	16236 E Warner Dr	303-883-4557 cniwolf@j25@gmail.com	
Ron Papsdorf	15772 E. Warner Dr.	503-793-5023	-
Vernon Green	16085 E Warner Dr	305 507-2749	?
William Pineda	15504 E 47th Dr	720 648 4682	



DENVER CONNECTION WEST METROPOLITAN DISTRICT

AUGUST 27, 2019 BOARD MEETING

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

NAME	ADDRESS (Postal and Email)	TELEPHONE	ISSUES TO BE ADDRESSED
Eva Cowles	4778 N. Kettredge	301 321-6277	Pool opened late



# DENVER CONNECTION WEST METRO DISTRICT

## Board Meeting Project Status

August 27, 2019



### **Project Work**

#### **Site Visits**

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

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

#### **Cost Certification**

- Cost Certification #18

### **Construction Contract Documents**

#### **Contractor Contracts**

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



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

### **District Contract Change Orders**

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



### **Consultant/Vendor Agreements**

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

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

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

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

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

**Other Matters**

None

Denver Connection West Metropolitan District  
September-19

	General	Debt	Capital	Special Revenue Fund	Totals
Disbursements	\$ 19,491.70	\$ -	\$ 21,166.01	\$ 25,599.27	\$ 66,256.98
Xpress Bill Pay	\$ 48.96	\$ -			\$ 48.96
<b>Total Disbursements from Checking Acct</b>	<b>\$ 19,540.66</b>	<b>\$ -</b>	<b>\$ 21,166.01</b>	<b>\$ 25,599.27</b>	<b>\$ 66,305.94</b>

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
1324	<i>Special check</i> 09/16/2019 Rocky Mountain Security	FINAL PAYMENT	Security	5-763	1,778.12	1,778.12
Total 1324:						1,778.12
1325	09/16/2019 Absolute Pool Management, LLC	10580	Pool Maintenance	5-758	1,890.00	1,890.00
	09/16/2019 Absolute Pool Management, LLC	10798	Pool Maintenance	5-758	95.00	95.00
	09/16/2019 Absolute Pool Management, LLC	10809	Pool Maintenance	5-758	3,600.00	3,600.00
Total 1325:						5,585.00
1326	09/16/2019 Altitude Community Law P.C.	1371 8/19	Administrative Managem	5-749	555.00	555.00
Total 1326:						555.00
1327	09/16/2019 CliftonLarsonAllen, LLP	2222554	Accounting	1-612	4,192.82	4,192.82
Total 1327:						4,192.82
1328	09/16/2019 Comcast	00916181 9/19	Clubhouse Operations/S	5-720	268.09	268.09
Total 1328:						268.09
1329	09/16/2019 Denver Water	15898 9/19	Utility - Water	5-747	1,456.00	1,456.00
	09/16/2019 Denver Water	4746 9/19	Utility - Water	5-747	968.85	968.85
Total 1329:						2,424.85
1330	09/16/2019 Electric Contractors, Inc	47347	Capital Outlay	3-762	4,176.00	4,176.00
Total 1330:						4,176.00
1331	09/16/2019 ETG Systems, Inc.	19236	Security	5-763	2,334.30	2,334.30
Total 1331:						2,334.30
1332	09/16/2019 IDES LLC	DEN087.30	Capital Outlay	3-762	14,195.16	14,195.16
Total 1332:						14,195.16
1333	09/16/2019 McGeady Becher P.C.	1324C 7/19	Legal	1-675	6,890.50	6,890.50
	09/16/2019 McGeady Becher P.C.	1324C 7/19	Legal	3-675	1,080.00	1,080.00
Total 1333:						7,970.50
1334	09/16/2019 MGT Landscaping Inc	13631	Landscaping Maintenanc	5-761	1,533.00	1,533.00

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
Total 1334:						1,533.00
1335	09/16/2019 MSI, LLC	87311	Administrative Managem	5-749	150.91	150.91
Total 1335:						150.91
1336	09/16/2019 Norris Design, Inc.	01-52527	Capital Outlay	3-762	1,714.85	1,714.85
Total 1336:						1,714.85
1337	09/16/2019 Pet Scoop	245866	Dog Park Maintenance	5-735	841.50	841.50
Total 1337:						841.50
1338	09/16/2019 Special Dist Management Svcs	57930 8/19	District Management	1-680	5,830.00	5,830.00
	09/16/2019 Special Dist Management Svcs	57930 8/19	Covenant Control	5-780	1,625.00	1,625.00
	09/16/2019 Special Dist Management Svcs	57930 8/19	Repairs and Maintenance	5-760	1,537.50	1,537.50
	09/16/2019 Special Dist Management Svcs	57930 8/19	Miscellaneous	1-685	688.72	688.72
	09/16/2019 Special Dist Management Svcs	57930 8/19	Covenant Control	5-780	3,888.00	3,888.00
	09/16/2019 Special Dist Management Svcs	57930 8/19	Management	5-745	2,954.50	2,954.50
	09/16/2019 Special Dist Management Svcs	57930 8/19	Administrative Managem	5-749	123.50	123.50
Total 1338:						16,647.22
1339	09/16/2019 Upper Case Printing Inc.	14801	Billing & Collections	1-616	224.00	224.00
Total 1339:						224.00
1340	09/16/2019 Xcel Energy	652453236	Utility - Electricity	1-695	1,665.66	1,665.66
Total 1340:						1,665.66
Grand Totals:						66,256.98

**DENVER CONNECTION WEST METROPOLITAN DISTRICT**

**FINANCIAL STATEMENTS**

**JULY 31, 2019**



## 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 July 31, 2019, and the related statement of revenues, expenditures, and changes in fund balance - actual, for the period from January 01, 2019 through July 31, 2019, for the General Fund, in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the accompanying financial forecasted budget, which comprises the statement of revenues, expenditures, and changes in fund balance - budget, for the year then ending, for the General Fund, and the related summary of significant assumptions in accordance with guidelines for the presentation of financial forecast established by the American Institute of Certified Public Accountants. We have performed compilation engagements in accordance with Statements of Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit, examine, or review the historical financial statements or the financial forecasted budget nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these historical financial statements and this financial forecasted budget.

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

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

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

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

Greenwood Village, Colorado  
September 04, 2019



**DENVER CONNECTION WEST METROPOLITAN DISTRICT**  
**BALANCE SHEET - GOVERNMENTAL FUNDS**  
**JULY 31, 2019**

	<u>General</u>	<u>Special Revenue</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Total</u>
<b>ASSETS</b>					
Cash - Checking	\$ 86,815	\$ 96,927	\$ 73,606	\$ 31,219	\$ 288,567
Cash - Xpress Deposit Account	-	46,701	-	-	46,701
Colotrust	-	-	199,169	-	199,169
UMB - Surplus Fund 2017A	-	-	991,868	-	991,868
UMB - Bond Fund Series 2017A	-	-	535,158	-	535,158
UMB - Reserve Fund Series 2017A	-	-	796,324	-	796,324
Accounts receivable	-	29,108	-	-	29,108
Receivable from County Treasurer	277	-	1,108	-	1,385
<b>TOTAL ASSETS</b>	<u>\$ 87,092</u>	<u>\$ 172,736</u>	<u>\$ 2,597,233</u>	<u>\$ 31,219</u>	<u>\$ 2,888,280</u>
<b>LIABILITIES AND FUND BALANCES</b>					
<b>CURRENT LIABILITIES</b>					
Accounts payable	\$ 27,354	\$ 38,299	\$ -	\$ 194,204	\$ 259,857
Due to County Treasurer	2,648	-	10,593	-	13,241
Total Liabilities	<u>30,002</u>	<u>38,299</u>	<u>10,593</u>	<u>194,204</u>	<u>273,098</u>
<b>FUND BALANCES</b>					
Total Fund Balances	<u>57,090</u>	<u>134,437</u>	<u>2,586,640</u>	<u>(162,985)</u>	<u>2,615,182</u>
<b>TOTAL LIABILITIES AND FUND BALANCES</b>	<u>\$ 87,092</u>	<u>\$ 172,736</u>	<u>\$ 2,597,233</u>	<u>\$ 31,219</u>	<u>\$ 2,888,280</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 SEVEN MONTHS ENDED JULY 31, 2019**

**GENERAL FUND**

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
<b>REVENUES</b>			
Interest income	\$ 40	\$ -	\$ (40)
Property taxes	46,764	32,549	(14,215)
Specific ownership tax	2,806	2,007	(799)
<b>TOTAL REVENUES</b>	<u>49,610</u>	<u>34,556</u>	<u>(15,054)</u>
<b>EXPENDITURES</b>			
Accounting	25,000	15,809	9,191
Auditing	5,000	4,900	100
Contingency	3,532	-	3,532
County Treasurer's fee	468	296	172
District management	45,000	29,156	15,844
Legal services	25,000	24,019	981
Miscellaneous	1,000	7,538	(6,538)
<b>TOTAL EXPENDITURES</b>	<u>105,000</u>	<u>81,718</u>	<u>23,282</u>
<b>NET CHANGE IN FUND BALANCES</b>	(55,390)	(47,162)	8,228
<b>FUND BALANCES - BEGINNING</b>	<u>104,252</u>	<u>104,252</u>	<u>-</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ 48,862</u>	<u>\$ 57,090</u>	<u>\$ 8,228</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 SEVEN MONTHS ENDED JULY 31, 2019**

**SPECIAL REVENUE FUND**

	<b>Current Month</b>	<b>Year to Date Actual</b>	<b>Annual Budget</b>	<b>Variance</b>
<b>REVENUES</b>				
Admin fees	\$ 1,300	\$ 13,100	\$ 20,000	(6,900)
Miscellaneous income	-	100	-	100
Operations and Maintenance Fee	3,479	227,506	345,780	(118,274)
<b>TOTAL REVENUES</b>	<u>4,779</u>	<u>240,706</u>	<u>365,780</u>	<u>(125,074)</u>
<b>EXPENDITURES</b>				
Administrative management	5,513	11,010	27,850	16,840
Clubhouse operations/supplies	3,960	17,397	20,700	3,303
Contingency	-	-	6,664	6,664
Covenant control	6,655	23,626	1,000	(22,626)
Dog Park Maintenance	-	2,480	2,000	(480)
Dues and licenses	-	630	630	-
Insurance and bonds	-	23,170	4,796	(18,374)
Landscape improvements	-	-	10,640	10,640
Landscape Maintenance	4,033	6,533	65,668	59,135
Miscellaneous	-	-	1,000	1,000
Pool Maintenance	2,935	14,128	15,150	1,022
Repairs and maintenance	1,325	2,475	33,417	30,942
Reserve for Capital improvements	-	-	51,972	51,972
Security	-	4,505	-	(4,505)
Snow Removal	-	16,424	8,390	(8,034)
Utility - electricity	1,756	6,978	16,000	9,022
Utility - sewer	-	-	2,400	2,400
Utility - water	1,042	2,548	31,723	29,175
<b>TOTAL EXPENDITURES</b>	<u>27,219</u>	<u>131,904</u>	<u>300,000</u>	<u>168,096</u>
<b>NET CHANGE IN FUND BALANCES</b>	(22,440)	108,802	65,780	43,022
<b>FUND BALANCES - BEGINNING</b>	<u>156,876</u>	<u>25,634</u>	<u>-</u>	<u>25,634</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ 134,436</u>	<u>\$ 134,436</u>	<u>\$ 65,780</u>	<u>\$ 68,656</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 SEVEN MONTHS ENDED JULY 31, 2019**

**DEBT SERVICE FUND**

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
<b>REVENUES</b>			
Property taxes	\$ 187,066	\$ 130,203	\$ (56,863)
Specific ownership tax	11,224	8,026	(3,198)
Interest income	35,000	19,837	(15,163)
Facilities fees	627,000	303,000	(324,000)
<b>TOTAL REVENUES</b>	<u>860,290</u>	<u>461,066</u>	<u>(399,224)</u>
<b>EXPENDITURES</b>			
County Treasurer's fee	1,871	1,184	687
Bond interest - Series 2017A	520,838	260,419	260,419
Bond interest - Series 2017B	379,835	-	379,835
<b>TOTAL EXPENDITURES</b>	<u>902,544</u>	<u>261,603</u>	<u>640,941</u>
<b>NET CHANGE IN FUND BALANCES</b>	(42,254)	199,463	241,717
<b>FUND BALANCES - BEGINNING</b>	<u>2,264,642</u>	<u>2,387,176</u>	<u>122,534</u>
<b>FUND BALANCES - ENDING</b>	<u><u>\$ 2,222,388</u></u>	<u><u>\$ 2,586,639</u></u>	<u><u>\$ 364,251</u></u>

**DENVER CONNECTION WEST METROPOLITAN DISTRICT  
SCHEDULE OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE SEVEN MONTHS ENDED JULY 31, 2019**

**CAPITAL PROJECTS FUND**

	<b>Annual Budget</b>	<b>Year to Date Actual</b>	<b>Variance</b>
<b>REVENUES</b>			
<b>TOTAL REVENUES</b>			
<b>EXPENDITURES</b>			
Engineering	30,000	-	30,000
Architecture	25,000	2,161	22,839
Capital outlay	7,000,000	1,237,897	5,762,103
Accounting	31,500	13,441	18,059
District management	57,000	26,199	30,801
Legal services	33,000	28,653	4,347
<b>TOTAL EXPENDITURES</b>	<u>7,176,500</u>	<u>1,308,351</u>	<u>5,868,149</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	(7,176,500)	(1,308,351)	5,868,149
<b>OTHER FINANCING SOURCES (USES)</b>			
Developer advance	7,176,500	2,123,127	(5,053,373)
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<u>7,176,500</u>	<u>2,123,127</u>	<u>(5,053,373)</u>
<b>NET CHANGE IN FUND BALANCES</b>	-	814,776	814,776
<b>FUND BALANCES - BEGINNING</b>	<u>-</u>	<u>(977,761)</u>	<u>(977,761)</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ -</u>	<u>\$ (162,985)</u>	<u>\$ (162,985)</u>

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

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

**Services Provided**

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

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

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

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

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

**Revenues**

**Property Taxes**

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

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

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

**Revenue - (continued)**

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

**Specific Ownership Taxes**

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

**Net Investment Income**

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

**Developer Advances**

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

**Administrative Fee**

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

**Operations and Maintenance Fees**

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

**System Development Fees**

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



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

**Expenditures**

**General and Administrative Expenditures**

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

**County Treasurer's Fees**

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

**Debt Service**

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

**Capital Outlay**

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

**Debt and Leases**

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

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

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

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

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

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

The District has no operating or capital leases.

**Reserves**

**Emergency Reserve**

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

**Debt Service Reserves**

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

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

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

**Series 2017A**

**August 23, 2017**

**Principal due December 1**

**Interest Rates 5.375% Payable**

**June 1 and December 1**

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

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

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

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

**Series 2017B**

**August 23, 2017**

**Principal due December 15**

**Interest Rate 8.000% Payable**

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

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

**DENVER CONNECTION WEST METROPOLITAN DISTRICT**  
**Schedule of Cash Deposits & Investments**  
**July 31, 2019**  
**Updated as of September 13, 2019**

	<b>General Fund</b>	<b>Special Revenue Fund</b>	<b>Debt Service Fund</b>	<b>Capital Projects Fund</b>	<b>Total</b>
<b><u>1st Bank - Checking account</u></b>					
Balance as of 7/31/2019	\$ 86,814.66	\$ 96,927.34	\$ 73,606.22	\$ 31,219.22	\$ 288,567.44
Subsequent activities:					
08/01/19 Checks on hold	(5,718.69)	(6,301.00)	-	(179,393.16)	(191,412.85)
Aug-19 Admin, Operations & Maintenance Fees - August	-	9,907.96	-	-	9,907.96
08/01/19 Interim Check #1302, Rocky Mountain Security	-	(2,905.00)	-	-	(2,905.00)
08/05/19 Developer advance to cover July check run	-	-	-	179,393.16	179,393.16
08/05/19 Xpress Bill Pay	(166.20)	-	-	-	(166.20)
08/05/19 Paymentech fee	(545.24)	-	-	-	(545.24)
08/08/19 EFT - Comcast	-	(630.46)	-	-	(630.46)
08/09/19 Property Tax	276.93	-	1,107.71	-	1,384.64
08/12/19 Transfer from Xpress Deposit account	-	24,900.00	-	-	24,900.00
08/15/19 Checks # 1303 - 1322	(18,408.09)	(37,701.43)	-	(10,894.82)	(67,004.34)
08/29/19 Transfer to CT	-	-	(74,700.00)	-	(74,700.00)
08/31/19 Net Operating Fees - Xpress Bill Pay	-	10,158.38	-	-	10,158.38
09/06/19 Developer advance to cover August check run	-	-	-	10,894.82	10,894.82
09/10/19 Property Tax	290.67	-	1,162.69	-	1,453.36
Anticipated vouchers payable	(17,826.04)	(27,328.51)	-	(19,324.31)	(64,478.86)
Anticipated developer advance to cover September check run	-	-	-	19,324.31	19,324.31
Anticipated Balance	44,718.00	67,027.28	1,176.62	31,219.22	144,141.12
<b><u>Xpress Deposit Account</u></b>					
Balance as of 7/31/2019	-	46,701.00	-	-	46,701.00
Subsequent activities:					
08/12/19 Transfer to 1st Bank Checking	-	(24,900.00)	-	-	(24,900.00)
Anticipated Balance	-	21,801.00	-	-	21,801.00
<b><u>INVESTMENTS</u></b>					
<b><u>Colostrust Plus</u></b>					
Balance as of 7/31/2019	-	-	199,168.96	-	199,168.96
Subsequent activities:					
08/05/19 Deposit - SDF	-	-	42,000.00	-	42,000.00
08/29/19 Transfer from First Bank	-	-	74,700.00	-	74,700.00
08/31/19 Interest income	-	-	467.72	-	467.72
Anticipated Balance	-	-	316,336.68	-	316,336.68
<b><u>UMB - Bond Fund Series 2017A</u></b>					
Balance as of 7/31/2019	-	-	535,157.52	-	535,157.52
Subsequent activities:					
08/30/19 Transfer from Reserve Fund	-	-	4,022.15	-	4,022.15
08/31/19 Interest income	-	-	849.00	-	849.00
Anticipated Balance	-	-	540,028.67	-	540,028.67
<b><u>UMB - Reserve Fund Series 2017A</u></b>					
Balance as of 7/31/2019	-	-	796,324.42	-	796,324.42
Subsequent activities:					
08/30/19 Transfer to Bond Fund	-	-	(4,022.15)	-	(4,022.15)
08/31/19 Interest income	-	-	1,263.38	-	1,263.38
Anticipated Balance	-	-	793,565.65	-	793,565.65
<b><u>UMB - Surplus Fund 2017A</u></b>					
Balance as of 7/31/2019	-	-	991,867.95	-	991,867.95
Subsequent activities:					
08/31/19 Interest income	-	-	1,573.56	-	1,573.56
Anticipated Balance	-	-	993,441.51	-	993,441.51
Anticipated Balances by fund	\$ 44,718.00	\$ 88,828.28	\$ 2,644,549.13	\$ 31,219.22	\$ 2,809,314.63

**Yield information @ 08/31/19**

UMB Bank (invested in CSAFE) - 2.32%

CT Plus - 2.12%

**DENVER CONNECTION WEST METROPOLITAN DISTRICT**  
**Property Taxes Reconciliation**  
**2019**

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

Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
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**Property Tax**

General Fund	\$ 46,764	20.00%	\$ 32,549.10	69.60%
Debt Service Fund	187,066	80.00%	130,203.42	69.60%
Total	\$ 233,830	100.00%	\$ 162,752.52	69.60%

**Specific Ownership Tax**

General Fund	\$ 2,806	20.00%	\$ 2,006.51	71.51%
Debt Service Fund	11,224	80.00%	8,026.06	71.51%
Total	\$ 14,030	100.00%	\$ 10,032.57	71.51%

**Treasurer's Fees**

General Fund	\$ 468	20.00%	\$ 296.04	63.26%
Debt Service Fund	1,871	80.00%	1,184.17	63.29%
Total	\$ 2,339	100.00%	\$ 1,480.21	63.28%

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

**DENVER CONNECTION WEST**  
**Schedule of Developer Advances**  
**Updated as of September 1, 2019**

Summary of Developer Advances					
<u>Description</u>	<u>Date</u>	<u>General Fund Operation</u>	<u>Capital Projects Fund</u>	<u>Capital Projects Fund Cap. Acquisition</u>	<u>Total</u>
DEVELOPER ADVANCE	08/10/17	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00
DEVELOPER ADVANCE	08/10/17	25,546.49	75,453.51	-	101,000.00
DEVELOPER ADVANCE - CAP REQ NO. 1	08/22/17	-	-	2,238,416.10	2,238,416.10
REPAYMENT OF DEVELOPER ADVANCE	08/24/17	-	-	(2,238,416.10)	(2,238,416.10)
DEVELOPER ADVANCE - CAP REQ NO. 2	09/26/17	-	-	5,135,399.18	5,135,399.18
REPAYMENT OF DEVELOPER ADVANCE	09/29/17	-	-	(5,135,399.18)	(5,135,399.18)
DEVELOPER ADVANCE	10/11/17	7,002.05	48,080.02	-	55,082.07
DEVELOPER ADVANCE - CAP REQ NO. 3	10/17/17	-	-	1,453,582.43	1,453,582.43
REPAYMENT OF DEVELOPER ADVANCE	10/24/17	-	-	(454,189.33)	(454,189.33)
REPAYMENT OF DEVELOPER ADVANCE	10/24/17	-	-	(999,393.10)	(999,393.10)
DEVELOPER ADVANCE	11/17/17	2,771.14	10,399.67	-	13,170.81
DEVELOPER ADVANCE - CAP REQ NO. 4	11/28/17	-	-	1,018,498.02	1,018,498.02
DEVELOPER ADVANCE - CAP REQ NO. 5	11/28/17	-	-	1,529,019.85	1,529,019.85
REPAYMENT OF DEVELOPER ADVANCE	12/01/17	-	-	(1,018,498.02)	(1,018,498.02)
REPAYMENT OF DEVELOPER ADVANCE	12/01/17	-	-	(450,938.68)	(450,938.68)
DEVELOPER ADVANCE	12/20/17	6,135.08	7,541.43	-	13,676.51
DEVELOPER ADVANCE	12/20/17	-	69,184.81	-	69,184.81
INTEREST ON DEVELOPER ADVANCE	12/31/17	1,060.54	3,503.76	15,351.90	19,916.20
DEVELOPER ADVANCE	01/24/18	3,960.77	53,675.51	-	57,636.28
DEVELOPER ADVANCE	02/09/18	4,443.29	34,732.28	-	39,175.57
DEVELOPER ADVANCE	02/23/18	-	29,295.15	-	29,295.15
DEVELOPER ADVANCE - CAP REQ NO. 6	02/27/18	-	-	1,891,252.48	1,891,252.48
DEVELOPER ADVANCE	03/16/18	7,286.26	192,664.71	-	199,950.97
DEVELOPER ADVANCE	04/13/18	8,071.36	246,594.88	-	254,666.24
DEVELOPER ADVANCE - CAP REQ NO. 7	04/27/18	-	-	939,036.41	939,036.41
DEVELOPER ADVANCE	05/04/18	4,974.95	872,325.84	-	877,300.79
DEVELOPER ADVANCE	06/14/18	783.90	224,216.10	-	225,000.00
DEVELOPER ADVANCE - CAP REQ NO. 8	06/26/18	-	-	809,628.31	809,628.31
DEVELOPER ADVANCE	07/06/18	-	315,359.75	-	315,359.75
DEVELOPER ADVANCE	08/02/18	5,544.24	591,077.57	-	596,621.81
DEVELOPER ADVANCE - CAP REQ NO. 9	08/26/18	-	-	662,283.45	662,283.45
DEVELOPER ADVANCE	09/07/18	4,893.40	568,052.01	-	572,945.41
DEVELOPER ADVANCE	10/05/18	6,817.47	334,674.86	-	341,492.33
DEVELOPER ADVANCE - CAP REQ NO. 10	10/23/18	-	-	110,761.05	110,761.05
DEVELOPER ADVANCE	10/26/18	8,766.61	634,423.41	-	643,190.02
DEVELOPER ADVANCE - CAP REQ NO. 11	11/27/18	-	-	639,021.44	639,021.44
DEVELOPER ADVANCE	11/30/18	10,578.45	432,358.09	-	442,936.54
DEVELOPER ADVANCE - CAP REQ NO. 12	11/30/18	-	-	1,617,123.47	1,617,123.47
DEVELOPER ADVANCE - CAP REQ NO. 13	12/31/18	-	-	118,677.19	118,677.19
DEVELOPER ADVANCE - CAP REQ NO. 14	12/31/18	-	-	629,015.12	629,015.12
INTEREST ON DEVELOPER ADVANCE	12/31/18	6,028.20	172,329.15	333,767.75	512,125.10
DEVELOPER ADVANCE	01/15/19	-	531,380.96	-	531,380.96
DEVELOPER ADVANCE	02/05/19	-	412,353.99	-	412,353.99
DEVELOPER ADVANCE	04/01/19	-	341,050.23	-	341,050.23
DEVELOPER ADVANCE	04/01/19	-	232,893.48	-	232,893.48
DEVELOPER ADVANCE - CAP REQ NO. 15	04/23/19	-	-	38,403.86	38,403.86
DEVELOPER ADVANCE	05/02/19	-	100,851.47	-	100,851.47
DEVELOPER ADVANCE - CAP REQ NO. 16	05/28/19	-	-	16,111.52	16,111.52
DEVELOPER ADVANCE	07/01/19	-	177,102.39	-	177,102.39
DEVELOPER ADVANCE - CAP REQ NO. 17	07/08/19	-	-	85,788.22	85,788.22
DEVELOPER ADVANCE	07/09/19	-	187,190.84	-	187,190.84
DEVELOPER ADVANCE	08/05/19	-	179,393.16	-	179,393.16
DEVELOPER ADVANCE - CAP REQ NO. 18	08/27/19	-	-	467,550.60	467,550.60
INTEREST ON DEVELOPER ADVANCE	09/01/19	5,913.52	326,595.54	457,289.74	789,798.80
Total To Date		\$ 123,577.72	\$ 7,404,754.57	\$ 9,909,143.68	\$ 17,437,475.97

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

**DENVER CONNECTION WEST**  
**Schedule of Developer Advances**  
Updated as of September 1, 2019

Summary of Developer Advances					
Description	Date	General Fund Operation	Capital Projects Fund	Capital Projects Fund Cap. Acquisition	Total
DEVELOPER ADVANCE	08/10/17	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00
DEVELOPER ADVANCE	08/10/17	25,546.49	75,453.51	-	101,000.00
DEVELOPER ADVANCE - CAP REQ NO. 1	08/22/17	-	-	2,238,416.10	2,238,416.10
REPAYMENT OF DEVELOPER ADVANCE	08/24/17	-	-	(2,238,416.10)	(2,238,416.10)
DEVELOPER ADVANCE - CAP REQ NO. 2	09/26/17	-	-	5,135,399.18	5,135,399.18
REPAYMENT OF DEVELOPER ADVANCE	09/29/17	-	-	(5,135,399.18)	(5,135,399.18)
DEVELOPER ADVANCE	10/11/17	7,002.05	48,080.02	-	55,082.07
DEVELOPER ADVANCE - CAP REQ NO. 3	10/17/17	-	-	1,453,582.43	1,453,582.43
REPAYMENT OF DEVELOPER ADVANCE	10/24/17	-	-	(454,189.33)	(454,189.33)
REPAYMENT OF DEVELOPER ADVANCE	10/24/17	-	-	(999,393.10)	(999,393.10)
DEVELOPER ADVANCE	11/17/17	2,771.14	10,399.67	-	13,170.81
DEVELOPER ADVANCE - CAP REQ NO. 4	11/28/17	-	-	1,018,498.02	1,018,498.02
DEVELOPER ADVANCE - CAP REQ NO. 5	11/28/17	-	-	1,529,019.85	1,529,019.85
REPAYMENT OF DEVELOPER ADVANCE	12/01/17	-	-	(1,018,498.02)	(1,018,498.02)
REPAYMENT OF DEVELOPER ADVANCE	12/01/17	-	-	(450,938.68)	(450,938.68)
DEVELOPER ADVANCE	12/20/17	6,135.08	7,541.43	-	13,676.51
DEVELOPER ADVANCE	12/20/17	-	69,184.81	-	69,184.81
INTEREST ON DEVELOPER ADVANCE	12/31/17	1,060.54	3,503.76	15,351.90	19,916.20
DEVELOPER ADVANCE	01/24/18	3,960.77	53,675.51	-	57,636.28
DEVELOPER ADVANCE	02/09/18	4,443.29	34,732.28	-	39,175.57
DEVELOPER ADVANCE	02/23/18	-	29,295.15	-	29,295.15
DEVELOPER ADVANCE - CAP REQ NO. 6	02/27/18	-	-	1,891,252.48	1,891,252.48
DEVELOPER ADVANCE	03/16/18	7,286.26	192,664.71	-	199,950.97
DEVELOPER ADVANCE	04/13/18	8,071.36	246,594.88	-	254,666.24
DEVELOPER ADVANCE - CAP REQ NO. 7	04/27/18	-	-	939,036.41	939,036.41
DEVELOPER ADVANCE	05/04/18	4,974.95	872,325.84	-	877,300.79
DEVELOPER ADVANCE	06/14/18	783.90	224,216.10	-	225,000.00
DEVELOPER ADVANCE - CAP REQ NO. 8	06/26/18	-	-	809,628.31	809,628.31
DEVELOPER ADVANCE	07/06/18	-	315,359.75	-	315,359.75
DEVELOPER ADVANCE	08/02/18	5,544.24	591,077.57	-	596,621.81
DEVELOPER ADVANCE - CAP REQ NO. 9	08/26/18	-	-	662,283.45	662,283.45
DEVELOPER ADVANCE	09/07/18	4,893.40	568,052.01	-	572,945.41
DEVELOPER ADVANCE	10/05/18	6,817.47	334,674.86	-	341,492.33
DEVELOPER ADVANCE - CAP REQ NO. 10	10/23/18	-	-	110,761.05	110,761.05
DEVELOPER ADVANCE	10/26/18	8,766.61	634,423.41	-	643,190.02
DEVELOPER ADVANCE - CAP REQ NO. 11	11/27/18	-	-	639,021.44	639,021.44
DEVELOPER ADVANCE	11/30/18	10,578.45	432,358.09	-	442,936.54
DEVELOPER ADVANCE - CAP REQ NO. 12	11/30/18	-	-	1,617,123.47	1,617,123.47
DEVELOPER ADVANCE - CAP REQ NO. 13	12/31/18	-	-	118,677.19	118,677.19
DEVELOPER ADVANCE - CAP REQ NO. 14	12/31/18	-	-	629,015.12	629,015.12
INTEREST ON DEVELOPER ADVANCE	12/31/18	6,028.20	172,329.15	333,767.75	512,125.10
DEVELOPER ADVANCE	01/15/19	-	531,380.96	-	531,380.96
DEVELOPER ADVANCE	02/05/19	-	412,353.99	-	412,353.99
DEVELOPER ADVANCE	04/01/19	-	341,050.23	-	341,050.23
DEVELOPER ADVANCE	04/01/19	-	232,893.48	-	232,893.48
DEVELOPER ADVANCE - CAP REQ NO. 15	04/23/19	-	-	38,403.86	38,403.86
DEVELOPER ADVANCE	05/02/19	-	100,851.47	-	100,851.47
DEVELOPER ADVANCE - CAP REQ NO. 16	05/28/19	-	-	16,111.52	16,111.52
DEVELOPER ADVANCE	07/01/19	-	177,102.39	-	177,102.39
DEVELOPER ADVANCE - CAP REQ NO. 17	07/08/19	-	-	85,788.22	85,788.22
DEVELOPER ADVANCE	07/09/19	-	187,190.84	-	187,190.84
DEVELOPER ADVANCE	08/05/19	-	179,393.16	-	179,393.16
DEVELOPER ADVANCE - CAP REQ NO. 18	08/27/19	-	-	467,550.60	467,550.60
INTEREST ON DEVELOPER ADVANCE	09/01/19	5,913.52	326,595.54	457,289.74	789,798.80
Total To Date		\$ 123,577.72	\$ 7,404,754.57	\$ 9,909,143.68	\$ 17,437,475.97

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



**DENVER CONNECTION WEST METROPOLITAN DISTRICT**  
**Schedule of Cash Deposits & Investments**  
**July 31, 2019**  
**Updated as of September 13, 2019**

	General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Total
<b><u>1st Bank - Checking account</u></b>					
Balance as of 7/31/2019	\$ 86,814.66	\$ 96,927.34	\$ 73,606.22	\$ 31,219.22	\$ 288,567.44
Subsequent activities:					
08/01/19 Checks on hold	(5,718.69)	(6,301.00)	-	(179,393.16)	(191,412.85)
Aug-19 Admin, Operations & Maintenance Fees - August	-	9,907.96	-	-	9,907.96
08/01/19 Interim Check #1302, Rocky Mountain Security	-	(2,905.00)	-	-	(2,905.00)
08/05/19 Developer advance to cover July check run	-	-	-	179,393.16	179,393.16
08/05/19 Xpress Bill Pay	(166.20)	-	-	-	(166.20)
08/05/19 Paymentech fee	(545.24)	-	-	-	(545.24)
08/08/19 EFT - Comcast	-	(630.46)	-	-	(630.46)
08/09/19 Property Tax	276.93	-	1,107.71	-	1,384.64
08/12/19 Transfer from Xpress Deposit account	-	24,900.00	-	-	24,900.00
08/15/19 Checks # 1303 - 1322	(18,408.09)	(37,701.43)	-	(10,894.82)	(67,004.34)
08/29/19 Transfer to CT	-	-	(74,700.00)	-	(74,700.00)
08/31/19 Net Operating Fees - Xpress Bill Pay	-	10,158.38	-	-	10,158.38
09/06/19 Developer advance to cover August check run	-	-	-	10,894.82	10,894.82
09/10/19 Property Tax	290.67	-	1,162.69	-	1,453.36
Anticipated vouchers payable	(17,826.04)	(27,328.51)	-	(19,324.31)	(64,478.86)
Anticipated developer advance to cover September check run	-	-	-	19,324.31	19,324.31
Anticipated Balance	44,718.00	67,027.28	1,176.62	31,219.22	144,141.12
<b><u>Xpress Deposit Account</u></b>					
Balance as of 7/31/2019	-	46,701.00	-	-	46,701.00
Subsequent activities:					
08/12/19 Transfer to 1st Bank Checking	-	(24,900.00)	-	-	(24,900.00)
Anticipated Balance	-	21,801.00	-	-	21,801.00
<b><u>INVESTMENTS</u></b>					
<b><u>Colotrust Plus</u></b>					
Balance as of 7/31/2019	-	-	199,168.96	-	199,168.96
Subsequent activities:					
08/05/19 Deposit - SDF	-	-	42,000.00	-	42,000.00
08/29/19 Transfer from First Bank	-	-	74,700.00	-	74,700.00
08/31/19 Interest income	-	-	467.72	-	467.72
Anticipated Balance	-	-	316,336.68	-	316,336.68
<b><u>UMB - Bond Fund Series 2017A</u></b>					
Balance as of 7/31/2019	-	-	535,157.52	-	535,157.52
Subsequent activities:					
08/30/19 Transfer from Reserve Fund	-	-	4,022.15	-	4,022.15
08/31/19 Interest income	-	-	849.00	-	849.00
Anticipated Balance	-	-	540,028.67	-	540,028.67
<b><u>UMB - Reserve Fund Series 2017A</u></b>					
Balance as of 7/31/2019	-	-	796,324.42	-	796,324.42
Subsequent activities:					
08/30/19 Transfer to Bond Fund	-	-	(4,022.15)	-	(4,022.15)
08/31/19 Interest income	-	-	1,263.38	-	1,263.38
Anticipated Balance	-	-	793,565.65	-	793,565.65
<b><u>UMB - Surplus Fund 2017A</u></b>					
Balance as of 7/31/2019	-	-	991,867.95	-	991,867.95
Subsequent activities:					
08/31/19 Interest income	-	-	1,573.56	-	1,573.56
Anticipated Balance	-	-	993,441.51	-	993,441.51
Anticipated Balances by fund	\$ 44,718.00	\$ 88,828.28	\$ 2,644,549.13	\$ 31,219.22	\$ 2,809,314.63

**Yield information @ 08/31/19**

UMB Bank (invested in CSAFE) - 2.32%  
CT Plus - 2.12%

# DENVER CONNECTION WEST METRO DISTRICT

## Board Meeting Project Status

September 24, 2019



### **Project Work**

#### **Cost Certification**

- Cost Certification #19

### **Construction Contract Documents**

#### **Contractor Contracts**

- MW Golden Acceptance and Retainage Release
- Brightview Acceptance and Retainage Release
  - Punchlist items complete – Scheduling final walk through
- Thoutt Brother's Acceptance and Retainage Release
  - Work complete – awaiting Thoutt's request for Substantial Completion

#### **District Contract Change Orders**

- MW Golden
  - Change Order 29 – Picture Frame Fence Mesh - \$21,083.88 – Recommend Approval
  - Change Order Request – Extended General Conditions - \$135,157.00 – In Negotiations

### **Consultant/Vendor Agreements**

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

- Other Winterization – Requested proposal
- Spa Equipment Evaluation – Front Range Recreation site visit set for September 24, 2019 at 1:30 - Can equipment handle winter use of the spa? – Fee \$120.00

**Consultant/Vendor Task Orders**

- All American Electrostatic
  - Task Order 3 – Paint Gate after SRF repair – \$350 - Was approved last month if amount was less than \$500
- Godden Sudik
  - Task Order 2 – Additional Services – \$15,335.00 – Already overbilled by \$2,415.56

**Other Matters**

Do residents want fire place on timer instead of remote?

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

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

**AGREEMENT NO.** 1 **AGREEMENT DATE** \_\_\_\_\_ **TASK ORDER NO.** 2

**CONSULTANT** Front Range Aquatech

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

**TASK ORDER NAME:** Pool Winterization

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

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

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

**AGREEMENT PRICE RECONCILIATION:**

Previously Approved Change Orders/Amendments/Task Orders \$ 7,111.00

Task Order Price – Task Order No. 1 \$ 7,068.58

Total of Agreement Prices including this Task Order \$ 14,179.58

**AGREEMENT TERMS AND CONDITIONS**

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

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

**APPROVALS REQUIRED:**

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

Recommended by Kim Fiore Date 8/15/19

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

The undersigned agrees to the above terms and conditions:

BARCEL AUGUSTA  
Consultant

8/16/19  
Date

President  
Title

# Proposal



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

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

We hereby submit specifications and estimates for: 2019 Closing

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

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

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

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

Authorized Signature Doug Roenneburg

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

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

**30 Days**

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

Date of Acceptance:

Signature

Signature

**THOMPSON THRIFT**

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

**CCO #003**

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

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

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

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

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

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

Freight - \$35.00

Total = \$141.20

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

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

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

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

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

FRONT RANGE AQUATECH  
 1539 DUSTY DRIVE  
 COLORADO SPRINGS Colorado 80905

SIGNATURE

DATE

SIGNATURE

DATE



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

License:

## Change Order

Order#: RCO-03

Order Date: 08/14/2019

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

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

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

Plans Attached ☐

Ordered By: 84 James Tyler

Customer Order:

Specifications Attached ☐

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

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

Requested Amount of Change

141.20

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

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

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



# Denver Connection West Metropolitan District Cost Certification Report



## Report 19



355 Union Blvd., Suite 302  
Lakewood, CO 80228



**Denver Connection West  
Metropolitan District  
Cost Certification**

***Table of Contents***

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

***Attachments***

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

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

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

September 17, 2019

## Denver Connection West Metropolitan District

### RECOMMENDATION FOR COST CERTIFICATION REPORT #19

#### INTRODUCTION

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

The expenditures for Public Improvements discussed in this Report were paid for by the Developer or the District. The expenditures paid for by the Developer have been reviewed in this Report and are being certified as District Eligible in the amount of **\$257,015.92**. The expenditures paid for by the District have been reviewed in this Report and are being certified as District Eligible in the amount of **\$132,564.87**. The total combined is **\$389,580.79**.

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

#### GOVERNING DOCUMENTS

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

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



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

#### ACTIVITIES CONDUCTED

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

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

- Site visits were conducted. Project improvements were photographed.

## **ASSUMPTIONS**

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

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

## **DISCUSSION**

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

### **Vendor Participation**

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

### **Review of Invoices and Summary of Expenditures**

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

### SUMMARY OF EXPENDITURES BY CATEGORY AND SERVICE PLAN DIVISION

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

Category	District Eligible Expenses	Percentage
Street Improvements	\$3,525.24	0.90%
Traffic and Safety Controls	\$0.00	0.00%
Water Improvements	\$0.00	0.00%
Sanitation Improvements	\$0.00	0.00%
Stormwater Drainage Improvements	\$0.00	0.00%
Parks and Recreation Improvements	\$382,133.11	98.09%
Transportation	\$0.00	0.00%
Mosquito Control	\$0.00	0.00%
Covenant Enforcement	\$3,922.44	1.01%
<b>Total</b>	<b>\$389,580.79</b>	<b>100.00%</b>

### FIELD INVESTIGATION RESULTS

Field investigations were conducted periodically. From our visual inspection it appears the Improvements were constructed in a quality manner consistent with other similar projects and meeting generally accepted construction requirements.

### RECOMMENDATION

In our professional opinion the expenditures for the Improvements were reviewed and found to be reasonable. The costs of improvements are comparable to other similar projects in Colorado. At this time and based on the information provided, the Engineer certifies the expenditures provided by the Developer as District Eligible expenditures as shown in Attachment C and subject to the level of review presented in this Report. These expenditures are in the amount of **\$257,015.92** as paid by the Developer, **\$132,564.87** and as paid by the District, for a total of **\$389,580.79**.

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

Respectfully Submitted,  
Independent District Engineering Services, LLC



Kim Fiore, PE

Attachments

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# Attachment A

## Site Map

# ATTACHMENT A

GREEN VALLEY RANCH BOULEVARD

POND

SINGLE FAMILY MODELS

MULTIFAMILY MODELS

MEMPHIS STREET

KITTRIDGE STREET

CHANNEL

CHANNEL

PARK

AREA COVERED BY COST CERTIFICATION 19

PARTIAL EROSION CONTROL  
PARK GRADING  
PARTIAL LANDSCAPE AND IRRIGATION

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# Attachment B

## Vendor Participation

# ATTACHMENT B VENDOR PARTICIPATION

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

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

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

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

**Clifton Larson Allen, LLP** Provided District accounting services.

**Comcast** Provided tv and internet service to the Hub.

**CTL Thompson Inc** Provided testing services for asphalt and concrete.

**Dazzio & Associates, PC** Provided a financial audit.

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

**Dodge Data and Analytics** Fees were paid for legal advertisements.

**Electric Contractors, Inc.** Provided irrigation electrical and electrical for the Hub.

**ETG Systems, Inc** Provided security monitoring services.

**Fox Rothschild, LLP** Provided legal services for the HOA. This is not District eligible.

**Godden Sudik Architects** Provided architectural construction administration services.

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

**HBSCO, LLC** Provided trash collection.

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

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

**MGT Landscaping, Inc.** Provided landscape maintenance.

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

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

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



**Omerta Storm Water Managment** Provided erosion control.

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

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

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

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

**Split Rail Fence Company** Construction of monumentation and the dog park fence.

**Upper Case Printing, Inc.** Provided envelopes. It is not clear what this work is for.

**Xcel Energy of Colorado** Provided gas and electric service to the HUB. Provided electric service to the monuments. Provided electric for an irrigation controller.

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

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# Attachment C

## Expenditure Data

## Attachment C

**Denver Connection West Metropolitan District  
Engineer's Summary for Cost Certification 19**

Invoice ID	Invoice Date	Invoice Provided	Check Date	Check No.	Description	Invoiced Amount	District Eligible Expenses	Non-Eligible Expenses	Notes
<b>Invoices Paid by William Lyon Homes</b>									
<b>CTL Thompson, Inc.</b>									
517955	7/31/19	Yes	8/12/19	47678	Asphalt and Concrete Testing	\$2,682.50	\$2,682.50	\$0.00	
<b>Subtotal CTL Thompson, Inc</b>						<b>\$2,682.50</b>	<b>\$2,682.50</b>	<b>\$0.00</b>	
<b>Electric Contractors, Inc</b>									
47348	7/1/19	Yes	9/3/19	48224	Irrigation Electrical	\$248.00	\$248.00	\$0.00	
<b>Subtotal Electric Contractors, Inc</b>						<b>\$248.00</b>	<b>\$248.00</b>	<b>\$0.00</b>	
<b>Fox Rothschild, LLP</b>									
2406012	8/7/19	Yes	8/19/19	47912	HOA Legal	\$392.00	\$0.00	\$392.00	Not District eligible
<b>Subtotal Fox Rothschild, LLP</b>						<b>\$392.00</b>	<b>\$0.00</b>	<b>\$392.00</b>	
<b>GRC Consulting, Inc</b>									
5157	8/6/19	Yes	8/19/19	47920	Import Fill	\$3,000.00	\$1,830.00	\$1,170.00	Overall Site 61% District
5249	8/16/19	Yes	9/3/19	48241	Import Fill	\$4,720.00	\$2,879.20	\$1,840.80	Overall Site 61% District
<b>Subtotal GRC Consulting, Inc</b>						<b>\$7,720.00</b>	<b>\$4,709.20</b>	<b>\$3,010.80</b>	
<b>Nu Style Landscape &amp; Development, LLC</b>									
14664	7/31/19	Yes	8/12/19	47753	Landscaping	\$191,160.00	\$191,160.00	\$0.00	
<b>Subtotal Nu Style Landscape &amp; Development, LLC</b>						<b>\$191,160.00</b>	<b>\$191,160.00</b>	<b>\$0.00</b>	
<b>Omerta Storm Water Management</b>									
43673	12/18/18	Yes	8/19/19	47955	Erosion Control	\$215.90	\$215.90	\$0.00	
45777	4/25/19	Yes	8/19/19	47955	Erosion Control	\$539.80	\$539.80	\$0.00	
47238	7/16/19	Yes	8/12/19	47754	Erosion Control	\$888.85	\$888.85	\$0.00	
47365	7/23/19	Yes	8/12/19	47754	Erosion Control	\$616.00	\$616.00	\$0.00	
<b>Subtotal Omerta Storm Water Management</b>						<b>\$2,260.55</b>	<b>\$2,260.55</b>	<b>\$0.00</b>	
<b>Split Rail Fence Company</b>									
7756	6/28/19	Yes	9/3/19	48296	Monuments	\$25,391.00	\$25,391.00	\$0.00	
10942	8/20/19	Yes	9/3/19	48296	Dog Park Fence	\$19,290.00	\$19,290.00	\$0.00	
<b>Subtotal Split Rail Fence Company</b>						<b>\$44,681.00</b>	<b>\$44,681.00</b>	<b>\$0.00</b>	
<b>Xcel Energy of Colorado</b>									
11246979	8/5/19	Yes	9/3/19	48314	Electric for Irrigation Controller	\$11,274.67	\$11,274.67	\$0.00	
<b>Subtotal Xcel Energy of Colorado</b>						<b>\$11,274.67</b>	<b>\$11,274.67</b>	<b>\$0.00</b>	
<b>Subtotal Invoices Paid by William Lyon Homes</b>						<b>\$260,418.72</b>	<b>\$257,015.92</b>	<b>\$3,402.80</b>	
<b>Invoices Paid by the Denver Connection West Metropolitan District</b>									
<b>Absolute Pool Management, LLC</b>									
10720	7/16/19	Yes	8/15/19	1303	Cleaning	\$95.00	\$95.00	\$0.00	
10579	8/1/19	Yes	8/15/19	1303	Pool Maintenance	\$2,365.00	\$2,365.00	\$0.00	
10582	8/1/19	Yes	8/15/19	1303	Pool Maintenance	\$2,166.67	\$2,166.67	\$0.00	
10798	8/26/19	Yes	9/16/19	1325	Cleaning	\$95.00	\$95.00	\$0.00	
10580	9/1/19	Yes	9/16/19	1325	Pool Maintenance	\$1,890.00	\$1,890.00	\$0.00	
10809	9/1/19	Yes	9/16/19	1325	Pool Maintenance	\$3,600.00	\$3,600.00	\$0.00	
<b>Subtotal Absolute Pool Management, LLC</b>						<b>\$10,211.67</b>	<b>\$10,211.67</b>	<b>\$0.00</b>	

## Attachment C

**Denver Connection West Metropolitan District  
Engineer's Summary for Cost Certification 19**

Invoice ID	Invoice Date	Invoice Provided	Check Date	Check No.	Description	Invoked Amount	District Eligible Expenses	Non-Eligible Expenses	Notes
<b>All American Electrostatic Painting</b>									
853	7/10/19	Yes	8/15/19	1304	Hub Gate Painting	\$425.00	\$425.00	\$0.00	
<b>Subtotal All American Electrostatic Painting</b>						<b>\$425.00</b>	<b>\$425.00</b>	<b>\$0.00</b>	
<b>Altitude Community Law P.C.</b>									
790002	7/25/19	Yes	8/15/19	1305	Covenant Enforcement Legal Services	\$2,429.75	\$2,429.75	\$0.00	
792229	8/22/19	Yes	9/16/19	1326	Covenant Enforcement Legal Services	\$555.00	\$555.00	\$0.00	
<b>Subtotal Altitude Community Law P.C.</b>						<b>\$2,984.75</b>	<b>\$2,984.75</b>	<b>\$0.00</b>	
<b>Clifton Larson Allen, LLP</b>									
2210954	7/31/19	Yes	8/15/19	1323	District Accounting	\$2,657.45	\$2,657.45	\$0.00	
22225544	8/20/19	Yes	9/16/19	1327	District Accounting	\$4,192.82	\$4,192.82	\$0.00	
<b>Subtotal Clifton Larson Allen, LLP</b>						<b>\$6,850.27</b>	<b>\$6,850.27</b>	<b>\$0.00</b>	
<b>Colorado Special Districts Property and Liability Pool</b>									
32C61552-1813	8/1/19	Yes	8/15/19	1306	Insurance	\$95.54	\$95.54	\$0.00	
<b>Subtotal Colorado Special Districts Property and Liability Pool</b>						<b>\$95.54</b>	<b>\$95.54</b>	<b>\$0.00</b>	
<b>Comcast</b>									
8497303280916180	8/3/19	Yes	8/15/19	1307	TV and Internet Service	\$398.01	\$398.01	\$0.00	
8497303280916180	7/3/19	Yes	8/15/19	20190801	TV and Internet Service	\$287.94	\$287.94	\$0.00	Bill overpaid \$630.46
8497303280916180	9/3/19	Yes	9/16/19	1328	TV and Internet Service	\$277.94	\$268.09	\$9.85	Only \$268.09 paid
<b>Subtotal Comcast</b>						<b>\$963.89</b>	<b>\$954.04</b>	<b>\$9.85</b>	
<b>Dazzio &amp; Associates, PC</b>									
334	7/24/19	Yes	8/15/19	1308	Financial Audit	\$4,900.00	\$4,900.00	\$0.00	
<b>Subtotal Dazzio &amp; Associates, PC</b>						<b>\$4,900.00</b>	<b>\$4,900.00</b>	<b>\$0.00</b>	
<b>Denver Water</b>									
1798771346	7/18/19	Yes	8/15/19	1308	Recycled Water	\$815.48	\$673.00	\$142.48	Only \$673.00 paid
5301610208	7/18/19	Yes	8/15/19	1308	HUB Water and Sewer	\$339.59	\$339.59	\$0.00	Bill overpaid \$368.82
1798771346	8/16/19	Yes	9/16/19	1329	Recycled Water	\$1,456.00	\$1,422.35	\$33.65	Finance Charges not District eligible
5301610208	8/16/19	Yes	9/16/19	1329	HUB Water and Sewer	\$968.85	\$968.85	\$0.00	
<b>Subtotal Denver Water</b>						<b>\$3,579.92</b>	<b>\$3,403.79</b>	<b>\$176.13</b>	
<b>Dodge Data and Analytics</b>									
A40013134	4/27/18	Yes	8/15/19	1322	Legal Advertisement	\$53.04	\$53.04	\$0.00	
<b>Subtotal Dodge Data and Analytics</b>						<b>\$53.04</b>	<b>\$53.04</b>	<b>\$0.00</b>	
<b>Electric Contractors, Inc</b>									
47347	7/1/19	Yes	9/16/19	1330	Hub Electrical	\$4,176.00	\$4,176.00	\$0.00	
<b>Subtotal Electric Contractors, Inc</b>						<b>\$4,176.00</b>	<b>\$4,176.00</b>	<b>\$0.00</b>	
<b>ETG Systems, Inc</b>									
19236	8/20/19	Yes	9/16/19	1331	Security	\$2,334.30	\$2,334.30	\$0.00	
<b>Subtotal ETG Systems, Inc</b>						<b>\$2,334.30</b>	<b>\$2,334.30</b>	<b>\$0.00</b>	
<b>Godden Sudik Architects</b>									
19-526	6/20/19	Yes	8/15/19	1310	Hub Building Design Construction Services	\$125.00	\$125.00	\$0.00	
<b>Subtotal Godden Sudik Architects</b>						<b>\$125.00</b>	<b>\$125.00</b>	<b>\$0.00</b>	
<b>HBSCO, LLC</b>									
792619	7/18/19	Yes	8/15/19	1311	Trash Collection	\$350.00	\$350.00	\$0.00	
793862	7/25/19	Yes	8/15/19	1311	Trash Collection	\$350.00	\$350.00	\$0.00	

## Attachment C

**Denver Connection West Metropolitan District  
Engineer's Summary for Cost Certification 19**

Invoice ID	Invoice Date	Invoice Provided	Check Date	Check No.	Description	Invoiced Amount	District Eligible Expenses	Non-Eligible Expenses	Notes
795945	8/5/19	Yes	8/15/19	1311	Trash Collection	\$350.00	\$350.00	\$0.00	
796260	8/6/19	Yes	8/15/19	1311	Trash Collection	\$350.00	\$350.00	\$0.00	
<b>Subtotal HBSCO, LLC</b>						<b>\$1,400.00</b>	<b>\$1,400.00</b>	<b>\$0.00</b>	
<b>IDES, LLC</b>									
DEN087.29	7/31/19	Yes	8/15/19	1312	District Engineer	\$8,076.32	\$8,076.32	\$0.00	
DEN087.30	8/31/19	Yes	9/16/19	1332	District Engineer	\$14,195.16	\$14,195.16	\$0.00	
<b>Subtotal IDES, LLC</b>						<b>\$22,271.48</b>	<b>\$22,271.48</b>	<b>\$0.00</b>	
<b>McGeady Becher PC</b>									
1324-0003C	6/30/19	Yes	8/15/19	1313	District Legal Counsel	\$500.00	\$500.00	\$0.00	
1324-0004C	6/30/19	Yes	8/15/19	1313	District Legal Counsel	\$2,126.40	\$2,126.40	\$0.00	
1324-0015C	6/30/19	Yes	8/15/19	1313	District Legal Counsel	\$1,185.00	\$1,185.00	\$0.00	
1324-0299C	6/30/19	Yes	8/15/19	1313	District Legal Counsel	\$37.50	\$37.50	\$0.00	
1324-0301C	6/30/19	Yes	8/15/19	1313	District Legal Counsel	\$1,835.00	\$1,835.00	\$0.00	
1324-0501C	6/30/19	Yes	8/15/19	1313	District Legal Counsel	\$80.00	\$80.00	\$0.00	
1324-0509C	6/30/19	Yes	8/15/19	1313	District Legal Counsel	\$125.00	\$125.00	\$0.00	
1324-0601C	6/30/19	Yes	8/15/19	1313	District Legal Counsel	\$440.00	\$440.00	\$0.00	
1324-4101C	6/30/19	Yes	8/15/19	1313	District Legal Counsel	\$80.00	\$80.00	\$0.00	
Various	6/30/19	Yes	8/15/19	1313	Interest	\$2.43	\$0.00	\$2.43	
1324-0003C	7/31/19	Yes	9/16/19	1333	District Legal Counsel	\$290.00	\$290.00	\$0.00	
1324-0004C	7/31/19	Yes	9/16/19	1333	District Legal Counsel	\$3,525.00	\$3,525.00	\$0.00	
1324-0015C	7/31/19	Yes	9/16/19	1333	District Legal Counsel	\$340.50	\$340.50	\$0.00	
1324-0019C	7/31/19	Yes	9/16/19	1333	District Legal Counsel	\$215.00	\$215.00	\$0.00	
1324-0301C	7/31/19	Yes	9/16/19	1333	District Legal Counsel	\$520.00	\$520.00	\$0.00	
1324-0520C	7/31/19	Yes	9/16/19	1333	District Legal Counsel	\$2,240.00	\$2,240.00	\$0.00	
1324-0601C	7/31/19	Yes	9/16/19	1333	District Legal Counsel	\$560.00	\$560.00	\$0.00	
1324-2102C	7/31/19	Yes	9/16/19	1333	District Legal Counsel	\$120.00	\$120.00	\$0.00	
1324-4101C	7/31/19	Yes	9/16/19	1333	District Legal Counsel	\$160.00	\$160.00	\$0.00	
<b>Subtotal McGeady Becher PC</b>						<b>\$14,381.83</b>	<b>\$14,379.40</b>	<b>\$2.43</b>	
<b>MGT Landscaping, Inc</b>									
13616	7/29/19	Yes	8/15/19	1314	Landscape Maintenance	\$3,066.00	\$3,066.00	\$0.00	
13631	8/21/19	Yes	9/16/19	1334	Landscape Maintenance	\$1,533.00	\$1,533.00	\$0.00	
<b>Subtotal MGT Landscaping, Inc</b>						<b>\$4,599.00</b>	<b>\$4,599.00</b>	<b>\$0.00</b>	
<b>MSI, LLC</b>									
86373	7/1/19	Yes	8/15/19	1315	Hub Management	\$115.56	\$115.56	\$0.00	
86840	8/1/19	Yes	8/15/19	1315	Hub Management	\$1.46	\$1.46	\$0.00	
87311	9/1/19	Yes	9/16/19	1335	Hub Management	\$150.91	\$150.91	\$0.00	
<b>Subtotal MSI, LLC</b>						<b>\$267.93</b>	<b>\$267.93</b>	<b>\$0.00</b>	
<b>Norris Design, Inc.</b>									
01-52036	6/30/19	Yes	8/15/19	1316	Design Services - Construction Admin	\$418.50	\$418.50	\$0.00	
01-52527	7/31/19	Yes	9/16/19	1336	Design Services - Construction Admin	\$1,714.85	\$1,714.85	\$0.00	
<b>Norris Design, Inc.</b>						<b>\$2,133.35</b>	<b>\$2,133.35</b>	<b>\$0.00</b>	
<b>Pet Scoop</b>									
240377	7/31/19	Yes	8/15/19	1317	Pet Waste Station Maintenance'	\$558.00	\$558.00	\$0.00	
245866	8/31/19	Yes	9/16/19	1337	Pet Waste Station Maintenance'	\$841.50	\$841.50	\$0.00	
<b>Subtotal Pet Scoop</b>						<b>\$1,399.50</b>	<b>\$1,399.50</b>	<b>\$0.00</b>	
<b>Rocky Mountain Security</b>									
002	7/1/19	Yes	8/1/19	1302	Security	\$2,905.00	\$2,905.00	\$0.00	

## Attachment C

**Denver Connection West Metropolitan District  
Engineer's Summary for Cost Certification 19**

Invoice ID	Invoice Date	Invoice Provided	Check Date	Check No.	Description	Invoiced Amount	District Eligible Expenses	Non-Eligible Expenses	Notes
Contract	9/13/19	Yes	9/16/19	1324	Settlement to Terminate Contract	\$1,778.12	\$1,778.12	\$0.00	
<b>Subtotal Rocky Mountain Security</b>						<b>\$4,683.12</b>	<b>\$4,683.12</b>	<b>\$0.00</b>	
<b>Special District Management Services</b>									
56481	7/31/19	Yes	8/15/19	1318	District Management	\$1,215.77	\$1,215.77	\$0.00	
56482	7/31/19	Yes	8/15/19	1318	District Management	\$2,331.00	\$2,331.00	\$0.00	
56483	7/31/19	Yes	8/15/19	1318	District Management	\$1,288.00	\$1,288.00	\$0.00	
56484	7/31/19	Yes	8/15/19	1318	District Management	\$140.00	\$140.00	\$0.00	
56485	7/31/19	Yes	8/15/19	1318	District Management	\$70.00	\$70.00	\$0.00	
56488	7/31/19	Yes	8/15/19	1318	District Management	\$1,078.00	\$1,078.00	\$0.00	
56490	7/31/19	Yes	8/15/19	1318	District Management	\$112.00	\$112.00	\$0.00	
56491	7/31/19	Yes	8/15/19	1318	District Management	\$56.00	\$56.00	\$0.00	
56492	7/31/19	Yes	8/15/19	1318	District Management	\$2,725.50	\$2,725.50	\$0.00	
56494	7/31/19	Yes	8/15/19	1318	District Management	\$5,396.00	\$5,396.00	\$0.00	
56495	7/31/19	Yes	8/15/19	1318	District Management	\$1,500.00	\$1,500.00	\$0.00	
56496	7/31/19	Yes	8/15/19	1318	District Management	\$370.50	\$370.50	\$0.00	
57915	8/31/19	Yes	9/16/19	1338	District Management	\$688.72	\$688.72	\$0.00	
57916	8/31/19	Yes	9/16/19	1338	District Management	\$3,094.00	\$3,094.00	\$0.00	
57917	8/31/19	Yes	9/16/19	1338	District Management	\$916.00	\$916.00	\$0.00	
57918	8/31/19	Yes	9/16/19	1338	District Management	\$364.00	\$364.00	\$0.00	
57919	8/31/19	Yes	9/16/19	1338	District Management	\$28.00	\$28.00	\$0.00	
57920	8/31/19	Yes	9/16/19	1338	District Management	\$56.00	\$56.00	\$0.00	
57921	8/31/19	Yes	9/16/19	1338	District Management	\$126.00	\$126.00	\$0.00	
57922	8/31/19	Yes	9/16/19	1338	District Management	\$1,218.00	\$1,218.00	\$0.00	
57923	8/31/19	Yes	9/16/19	1338	District Management	\$28.00	\$28.00	\$0.00	
57926	8/31/19	Yes	9/16/19	1338	District Management	\$1,625.00	\$1,625.00	\$0.00	
57927	8/31/19	Yes	9/16/19	1338	District Management	\$1,537.50	\$1,537.50	\$0.00	
57928	8/31/19	Yes	9/16/19	1338	District Management	\$2,954.50	\$2,954.50	\$0.00	
57929	8/31/19	Yes	9/16/19	1338	District Management	\$3,888.00	\$3,888.00	\$0.00	
57930	8/31/19	Yes	9/16/19	1338	District Management	\$123.50	\$123.50	\$0.00	
<b>Subtotal Special District Management Services</b>						<b>\$32,929.99</b>	<b>\$32,929.99</b>	<b>\$0.00</b>	
<b>Specialized Cleaning Services</b>									
11728	8/9/19	Yes	8/15/19	1319	Hub Janitorial	\$900.00	\$900.00	\$0.00	
11729	8/9/19	Yes	8/15/19	1319	Hub Janitorial	\$900.00	\$900.00	\$0.00	
11730	8/9/19	Yes	8/15/19	1319	Hub Janitorial	\$250.00	\$250.00	\$0.00	
<b>Subtotal Specialized Cleaning Services</b>						<b>\$2,050.00</b>	<b>\$2,050.00</b>	<b>\$0.00</b>	
<b>Upper Case Printing, Inc.</b>									
14801	8/8/19	Yes	9/16/19	1339	Envelopes	\$224.00	\$0.00	\$224.00	Unclear what this is for
<b>Subtotal Upper Case Printing, Inc.</b>						<b>\$224.00</b>	<b>\$0.00</b>	<b>\$224.00</b>	
<b>XCEL Energy</b>									
648347855	8/2/19	Yes	8/15/19	1320	HUB Gas and Electric; Monument Electric	\$1,756.30	\$1,717.44	\$38.86	Late Fees not District eligible
652453236	9/4/19	Yes	9/16/19	1340	HUB Gas and Electric; Monument Electric	\$1,665.66	\$1,639.90	\$25.76	Late Fees not District eligible
<b>Subtotal XCEL Energy</b>						<b>\$3,421.96</b>	<b>\$3,357.34</b>	<b>\$64.62</b>	
<b>YMCA of Metropolitan Denver</b>									
7101953	7/10/19	Yes	8/15/19	1321	Hub Program Management	\$2,302.01	\$2,302.01	\$0.00	
8101953	8/10/19	Yes	8/15/19	1321	Hub Program Management	\$4,278.35	\$4,278.35	\$0.00	
<b>Subtotal YMCA of Metropolitan Denver</b>						<b>\$6,580.36</b>	<b>\$6,580.36</b>	<b>\$0.00</b>	
<b>Subtotal Invoices Paid by the Denver Connection West Metropolitan District</b>						<b>\$133,041.90</b>	<b>\$132,564.87</b>	<b>\$477.03</b>	

## Attachment C

**Denver Connection West Metropolitan District  
Engineer's Summary for Cost Certification 19**

Invoice ID	Invoice Date	Invoice Provided	Check Date	Check No.	Description	Invoiced Amount	District Eligible Expenses	Non-Eligible Expenses	Notes
TOTAL						\$393,460.62	\$389,580.79	\$3,879.83	

**Summary of Infrastructure Acquisitions**

IA No.						Invoiced Amount	District Eligible Expenses	Non-Eligible Expenses	Notes
<b>Invoices Paid by William Lyon Homes</b>									
Cost Certification #1						\$2,425,678.59	\$2,238,416.10	\$187,262.49	
Cost Certification #2						\$6,765,241.72	\$5,135,399.18	\$1,629,842.54	
Cost Certification #3						\$1,969,137.63	\$1,453,582.43	\$515,555.20	
Cost Certification #4						\$1,387,710.08	\$1,018,498.02	\$369,212.06	
Cost Certification #5						\$1,634,650.16	\$1,529,019.85	\$105,630.31	
Cost Certification #6						\$2,421,444.07	\$1,891,252.48	\$530,191.59	
Cost Certification #7						\$1,138,336.65	\$939,036.41	\$199,300.24	
Cost Certification #8						\$956,478.26	\$809,628.31	\$146,849.95	
Cost Certification #9						\$822,652.66	\$662,283.45	\$160,369.21	
Cost Certification #10						\$117,022.40	\$110,761.05	\$6,261.35	
Cost Certification #11						\$865,993.45	\$639,021.44	\$226,972.01	
Cost Certification #12						\$1,727,849.30	\$1,617,123.47	\$109,946.43	
Cost Certification #13						\$176,615.72	\$118,677.19	\$57,938.53	
Cost Certification #14						\$645,798.72	\$629,015.12	\$16,378.80	
Cost Certification #15						\$62,033.86	\$38,403.86	\$23,630.00	
Cost Certification #16						\$33,790.59	\$16,111.52	\$17,679.07	
Cost Certification #17						\$120,106.23	\$85,788.22	\$34,318.01	
Cost Certification #18						\$500,500.42	\$467,550.60	\$32,949.82	
Cost Certification #19						\$260,418.72	\$257,015.92	\$3,402.80	
<b>Subtotal Invoices Paid by William Lyon Homes</b>						<b>\$24,031,459.23</b>	<b>\$19,656,584.63</b>	<b>\$4,373,690.40</b>	
<b>Invoices Paid by the Denver Connection West Metropolitan District</b>									
Cost Certification #7						\$272,414.28	\$272,413.73	\$0.55	
Cost Certification #8						\$523,087.93	\$516,600.15	\$6,487.78	
Cost Certification #9						\$2,611,690.14	\$2,606,201.38	\$5,488.76	
Cost Certification #10						\$984,658.47	\$983,753.38	\$905.09	
Cost Certification #11						\$442,921.54	\$441,985.67	\$935.87	
Cost Certification #12						\$543,596.34	\$542,523.65	\$1,072.69	
Cost Certification #13						\$415,724.80	\$413,842.22	\$1,882.58	
Cost Certification #14						\$340,921.49	\$336,849.07	\$4,072.42	
Cost Certification #15						\$246,775.22	\$242,451.32	\$4,323.90	
Cost Certification #16						\$124,123.61	\$122,692.58	\$1,431.03	
Cost Certification #17						\$201,846.38	\$201,846.38	\$0.00	
Cost Certification #18						\$428,057.83	\$427,668.60	\$389.23	
Cost Certification #19						\$133,041.90	\$132,564.87	\$477.03	
<b>Subtotal Invoices Paid by the Denver Connection West Metropolitan District</b>						<b>\$7,268,859.93</b>	<b>\$7,241,393.00</b>	<b>\$27,466.93</b>	
<b>TOTAL</b>						<b>\$31,300,319.16</b>	<b>\$26,897,977.63</b>	<b>\$4,401,157.33</b>	



**Special District Management Services, Inc.**

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

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

To: Denver Connection West Board of Directors

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

Date: September 24, 2019

Subject: Community Management Report

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

1. The HUB & Pool
  - a. Respond to issues at HUB, including:
    - i. Parties- review tapes to discover people responsible
    - ii. After hours calls as needed
    - iii. Rental inspections
    - iv. Spa jets
    - v. Broken union in spa auto-fill
  - b. Discussions regarding pool winterization and extended seasons
  - c. E-mail correspondence regarding warranty items and punch list items
  - d. Coordinate and complete new grill installation
  - e. Fill out monthly TULIP report and submit
  - f. Review daily activity reports from security company
  - g. Table replacement on pool deck
  - h. HUB cleaning
2. Contract Management
  - a. Draft and finalize snow removal contract
  - b. Update security services agreement as needed
  - c. Change orders for extended pool season
3. Rules and regulations/Enforcement
  - a. Regular inspections, including required follow up
  - b. Translate documents into Spanish and forward for review.
  - c. Review transition documents from MSI; e-mail correspondence regarding same.
  - d. Follow up on enforcement resolutions update



- e. Process incoming architectural forms and forward for review. Follow up as needed.

4. Website

- a. Finalize website and e-mail community

5. General Communication

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

## SERVICE AGREEMENT FOR SNOW REMOVAL SERVICES

THIS SERVICE AGREEMENT FOR SNOW REMOVAL SERVICES (“**Agreement**”) is entered into and effective as of the 24<sup>th</sup> day of September, 2019, by and between **DENVER CONNECTION WEST METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **NU STYLE LANDSCAPE AND DEVELOPMENT, LLC**, 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 B** attached hereto, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as **Exhibit D** ("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 B**, 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 **May 31, 2020**. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

3.2 Termination. The District may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the Consultant at least thirty (30) days prior to the effective date of such termination. The 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  
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  
Attn: Elisabeth Cortese

To Consultant: Nu Style Landscape and Development, LLC  
646 Bryant Street  
Denver, CO 80204  
Phone: 303-781-7766  
Fax:  
Email: mike@nustylelandscape.com  
Attn: Mike Moilanen

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:

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

STATE OF COLORADO )  
COUNTY OF ) ss.  
)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, 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 )  
COUNTY OF ) ss.  
)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, as \_\_\_\_\_ of Denver Connection West Metropolitan District.

Witness my hand and official seal.

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

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

**EXHIBIT A**  
**SCOPE OF SERVICES**

Removal of snow on alleys at 4" of accumulation, up to garage doors.

Removal of snow on sidewalks (townhomes and common area trails) at 2" accumulation

**Restrictions: No use of ice slicer, ice melt or salt on sidewalks or alleys**

**EXHIBIT B**  
**COMPENSATION**



## SNOW – HOURLY RATE SHEET 2019-2020

### EQUIPMENT / HAND RATES

• PLOW	\$97.00 / HR	HAND SHOVEL	\$58.00 / HR
• SNOW BLOWER	\$68.00 / HR	ATV	\$75.00 / HR
• DUMP TRUCK	\$150.00 / HR	BOBCAT	\$200.00 / HR
• LOADER	\$300.00 / HR	HAUL OFF	RATES VARY

### MATERIALS

• ICE MELT	\$ .68 / LB	ICE SLICER	\$300.00 / TON
• SAND / SALT	\$215.00 / TON	SAND	\$165.00 / TON
• MAG CLORIDE	\$220.00 / GALLON		

### NOTES

- All hourly Rates are a 1 HR minimum and will include drive time to project. Time ends when crews complete all snow removal.
- Nu Style is NOT RESPONSIBLE for any slip and falls due to non-calls or areas where no snow removal is not part of scope of work such as PLOW ONLY contracts or NO ICE MELT contracts.
- All hourly rates subject to change based on snow amounts, drive time, etc.
- We are NOT responsible for any damage to landscape, concrete, curbs, stairs, curb stops or any other items that may be damaged during heavy snowstorms or storms that may pile up and objects cannot be seen.
- Any snow or snow piles that must be hauled off or requested to be hauled off will all be billed out as T&M.
- Nu Style will NOT remove snow from drive aprons and will remain two (2) feet from all garage doors.

### SNOW INFO

- |   |                           |                        |    |    |           |
|---|---------------------------|------------------------|----|----|-----------|
| • Walks to be cleared at (Circle one)         | TRACE AMOUNT              | 1"                     | 2" | 3" | 4"        |
| • Drives / Lots to be cleared at (Circle one) | TRACE AMOUNT              | 2"                     | 4" | 6" | AS NEEDED |
| • ICE SLICER – YES / NO                       | ICE MELT WALKS – YES / NO | SAND / SALT – YES / NO |    |    |           |
| • SPECIAL NOTES _____                         |                           |                        |    |    |           |

ACCEPTANCE \_\_\_\_\_ DATE \_\_\_\_\_

TITLE \_\_\_\_\_ EMAIL \_\_\_\_\_ PHONE \_\_\_\_\_

BILLING INFO – CONTACT \_\_\_\_\_ PHONE \_\_\_\_\_

TITLE \_\_\_\_\_ EMAIL \_\_\_\_\_ PHONE \_\_\_\_\_

**NU STYLE LANDSCAPE DESIGN AND DEVELOPMENT. LLC**

646 BRYANT STREET – DENVER, COLORADO – 80204 - PHONE 303.781.7766

WWW.NUSTYLELANDSCAPE.COM

**EXHIBIT C**  
**CERTIFICATION OF CONSULTANT**

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

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

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

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

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

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

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

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

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

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

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

## FORM OF CHANGE ORDER

<b>APPROVED:</b>		<b>APPROVED:</b>	
By:		By:	
	<b>District</b>		<b>Consultant</b>