

DENVER CONNECTION WEST METROPOLITAN DISTRICT

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Lakewood, Colorado 80228-1898
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<https://dcwmd.colorado.gov/>

NOTICE OF SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Marc Robson	President	2023/May 2023
Tina Woodard	Assistant Secretary	2023/May 2023
Shawn Hampleton	Assistant Secretary	2022/May 2022
Jeff Hall	Assistant Secretary	2022/May 2022
Vacant		2022/May 2023
Matt Cohrs	Secretary	

DATE: April 26, 2022
TIME: 5:30 P.M.
PLACE: Zoom Meeting

Join Zoom Meeting

<https://us02web.zoom.us/j/6464033676?pwd=bzJUOHBHNXNEQ2JYUTJkYkZ0b3B3Zz09>

Meeting ID: 646 403 3676

Passcode: 267458

Call In: 1-346-248-7799

I. ADMINISTRATIVE MATTERS

- A. Present Conflict Disclosures and confirm quorum.
-

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

II. PUBLIC COMMENT

- A. Members of the public may express their views to the Board on matters that affect the District that are not otherwise on the agenda. Comments will be limited to three (3) minutes.
-

III. FINANCIAL MATTERS

- A. Consider acceptance of the unaudited financial statements, dated _____, 2022, property taxes reconciliation 2022, and the schedule of cash position for the period ending _____, 2022, updated as of _____, 2022 (to be distributed).
-

IV. CONSTRUCTION MATTERS

- A. Presentation by District consultants regarding estimated costs (construction, soft costs, etc.) related to completion of the City park.
-
- B. Other.
-

V. LEGAL MATTERS

- A. Review and consider adoption of Resolution Regarding Continuing Disclosure Policies and Procedures Related to Series 2022 Loans (enclosure).
-
- B. Update on status of discussions with the City and County of Denver (the “City”) regarding funding for the City park.
-
- C. Discuss status of tract and improvement acquisition.
-
- D. Discuss status of warranty walk-through items.
-
1. Update regarding the warranty walk-through on the HUB Facility.
-
2. Update regarding irrigation items.
-
3. Update regarding plantings, open space amenities, and concrete items (enclosure).
-

- E. Discuss Denver Connection West Metropolitan District Bylaws and direct action related thereto.
-

VI. OPERATIONS AND MAINTENANCE

- A. Discuss HUB and pool operations and staffing.
-
- B. Review and consider approval of Service Agreement with United States Protective Service, LLC for protection services (enclosure).
-
- C. Other.
-

VII. COVENANT ENFORCEMENT/DESIGN REVIEW/OPERATIONS

- A. Discuss Community Manager's Report.
-
- 1. Discuss Violation Report (to be distributed).
-
- B. Presentation on Covenant Process.
-
- C. Architectural Review Committee ("ARC")
-
- 1. Update from ARC.
-
- 2. Discuss unapproved architectural change.
-
- D. Social Committee
-
- 1. Update from Social Committee.
-

VIII. OTHER BUSINESS

A. _____

IX. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEUDLED FOR
MAY 24, 2022, AT 6:00 P.M.**

RESOLUTION NO. 2022-04-_____

RESOLUTION OF THE BOARD OF DIRECTORS OF DENVER CONNECTION WEST METROPOLITAN DISTRICT REGARDING CONTINUING DISCLOSURE POLICIES AND PROCEDURES RELATED TO SERIES 2022 LOANS

A. The Denver Connection West Metropolitan District, City and County of Denver, Colorado (the “**District**”) has entered into the continuing disclosure undertaking(s) set forth in **Exhibit A** attached hereto (referred to collectively herein, whether one or more than one, the “**Continuing Disclosure Undertaking**”).

B. The Board of Directors of the District (the “**Board**”) desires to adopt policies and procedures in an effort to ensure compliance by the District with its obligations set forth in the Continuing Disclosure Undertaking (the “**Continuing Disclosure Policy**”).

C. The Board intends that this Continuing Disclosure Policy apply to the issuance of the District’s \$11,350,000 Limited Tax (Convertible to Unlimited Tax) General Obligation Refunding Loan, Series 2022A-1 (the “**Series 2022A-1 Loan**”), and its up to \$1,400,000 Limited Tax (Convertible to Unlimited Tax) General Obligation Improvement Loan, Series 2022A-2 (the “**Series 2022A-2 Loan**” and, together with the 2022A-1 Loan, the “**Series 2022 Loans**”).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DENVER CONNECTION WEST METROPOLITAN DISTRICT, CITY AND COUNTY OF DENVER, COLORADO:

1. The Continuing Disclosure Policy, as hereby approved, adopted and made a part of the public records of the District, shall be to impose the procedures set forth in **Exhibit B** attached hereto (the “**Compliance Procedures**”).

2. The Board hereby delegates the tasks and responsibilities set forth in the Compliance Procedures to the responsible parties as set forth therein.

3. The Continuing Disclosure Policy is intended to apply to the Series 2022 Loans and is intended to supplement any procedures evidenced in writing by any Official Statement or continuing disclosure undertaking hereafter issued, entered into or executed and delivered by the District or on its behalf.

4. The Board may revise the Continuing Disclosure Policy from time to time as the Board deems necessary or desirable to comply with federal and state securities laws or otherwise as the Board may determine in its sole discretion.

5. Prior to the engagement of the responsible parties listed in the Compliance Procedure, and other consultants as may be applicable with respect to the Continuing Disclosure Undertaking, such responsible parties and consultants shall be required to review and comply with the Continuing Disclosure Policy, including, without limitation, the responsibilities set forth in the Compliance Procedures.

6. Within thirty (30) days, or earlier if necessary, of entering into any new continuing disclosure undertaking and/or with respect to any changes or modifications to the Continuing Disclosure Undertaking, the responsible parties and consultants shall meet with bond counsel and disclosure counsel to review the continuing disclosure compliance requirements and develop a process for compliance with respect to such new and/or changed continuing disclosure undertaking.

RESOLUTION APPROVED AND ADOPTED on April 26, 2022.

**DENVER CONNECTION WEST
METROPOLITAN DISTRICT**

By: _____
President

Attest:

By: _____
Secretary

EXHIBIT A

Continuing Disclosure Undertaking

Section 6.08 of the Loan Agreement by and between Denver Connection West Metropolitan District (“**District**”) and NBH Bank (“**Lender**”) pertaining to a \$11,350,000 Limited Tax (Convertible to Unlimited Tax) General Obligation Refunding Loan, Series 2022A-1, and an up to \$1,400,000 (Initial Advance in the amount of \$105,000) Limited Tax (Convertible to Unlimited Tax) General Obligation Improvement Loan, Series 2022A-2, dated March 29, 2022.

Section 6.08. Reporting Requirements.

(a) The District shall notify the Lender promptly of all interim litigation or administrative proceedings, threatened or pending, against the District which would, if adversely determined, in District’s reasonable opinion, have a material effect on the District’s financial condition arising after the date hereof.

(b) The District shall provide the following to the Lender at the times and in the manner provided below:

(i) not later than October 1 of each year immediately following the year which is the subject of such audit, the District shall furnish to the Lender its audited financial statements prepared in accordance with generally accepted accounting principles consistently applied, in reasonable detail and audited by a firm of independent certified public accountants selected by the District;

(ii) as soon as available, but in no event later than March 1 of each year, the District shall furnish to the Lender the District’s annual budget for such year (which annual budget shall include a certificate of the District Representative setting forth the mill levy certified in December of the immediately preceding year), and, as soon as available, shall furnish a copy of any proposed amendments thereto;

(iii) by October 1 of each calendar year, the District shall furnish to the Lender a certification of values issued by the City Assessor containing the preliminary certified “actual value” and assessed valuation of the District for such calendar year;

(iv) by March 1 of each year, the District shall furnish to the Lender a certification of values issued by the City Assessor, on or about December 10 of the prior year, containing the final certified “actual value” of the District and the final assessed valuation for such prior calendar year; and

(v) promptly upon receipt by the District of a written request from the Lender, the District shall furnish to the Lender such other financial reports or information regarding the Pledged Revenue securing the obligations of the District hereunder or the assets, development updates, financial condition, business or operations of the District, as the Lender may reasonably request, provided such request does not cause the District to incur additional costs.

(c) The District shall promptly notify the Lender of any Default or Event of Default of which the District has knowledge, setting forth the details of such Default or Event of Default and any action which the District proposes to take with respect thereto.

(d) The District shall notify the Lender promptly of any Determination of Taxability or of any investigation or other proceeding which may, in the reasonable judgment of the District, result in any Determination of Taxability.

(e) The District shall immediately notify the Lender of any resignation of the Custodian.

(f) The District shall notify the Lender as soon as possible after the District acquires knowledge of any audit or examination of the 2022A-2 Loan (with respect to the portion of the 2022A-2 Loan comprised of the principal amount for which Bond Counsel has given an opinion as to the exclusion of interest for state and federal income tax purposes on any Advance Date) or the 2022A-1 Loan (on and after the Tax-Exempt Reissuance Date) by the Internal Revenue Service or any allegation made by the Internal Revenue Service that the interest payable on the 2022A-2 Loan (with respect to the portion of the 2022A-2 Loan comprised of the principal amount for which Bond Counsel has given an opinion as to the exclusion of interest for state and federal income tax purposes on any Advance Date) or the 2022A-1 Loan (on and after the Tax-Exempt Reissuance Date) is includable in the gross income for federal income tax purposes of the Lender or the effective tax benefit of such interest to the Lender is reduced by virtue of the occurrence of any event, including any change in the Constitution or laws of the United States of America or the State of Colorado, which results in interest payable on the 2022A-2 Loan (with respect to the portion of the 2022A-2 Loan comprised of the principal amount for which Bond Counsel has given an opinion as to the exclusion of interest for state and federal income tax purposes on any Advance Date) or the 2022A-1 Loan (on and after the Tax-Exempt Reissuance Date) becoming includable in the gross income of the Lender pursuant to Section 103(b) of the Internal Revenue Code.

(g) The District shall notify the Lender as soon as possible after the District acquires knowledge of the occurrence of any event which, in the reasonable judgment of the District, is likely to have a material adverse effect on the financial condition of the District or affect the ability of the District to perform its obligations under this Agreement or under any other Financing Document.

EXHIBIT B

Compliance Procedure

Loan Agreement by and between Denver Connection West Metropolitan District (“**District**”) and NBH Bank (“**Lender**”) pertaining to a \$11,350,000 Limited Tax (Convertible to Unlimited Tax) General Obligation Refunding Loan, Series 2022A-1, and an up to \$1,400,000 (Initial Advance in the amount of \$105,000) Limited Tax (Convertible to Unlimited Tax) General Obligation Improvement Loan, Series 2022A-2, dated March 29, 2022

Subject to SEC Rule 15c2-12: **NO**

FINANCIAL DISCLOSURES	
Document to Bank (Due Date)	Required Documentation Prepared/Submitted By:
Audited Financial Statements <i>Due October 1</i>	Then-current accountant (“ Accountant ”) will submit to <i>Lender</i> the audited financial statements of the District for the prior Fiscal Year by October 1 of each year.
Annual Budget/Mill Levy Certificate <i>Due March 1</i>	<i>Accountant</i> will submit to <i>Lender</i> the annual budget, which budget shall include a certificate of an authorized officer of the District setting forth the Required Mill Levy certified in December of the immediately preceding year for payment of the Loan in the then current fiscal year by March 1 of each Fiscal year, and any amendments thereto as soon as available.
Preliminary Certified “Actual Value” and Assessed Valuation <i>Due October 1</i>	<i>Accountant</i> will submit to <i>Lender</i> , unless extended or modified by the County or the State, a certification of valuation containing the preliminary certified actual value and assessed valuation of the District no later than October 1.
Final Certified Assessed Valuation <i>Due March 1</i>	<i>Accountant</i> will submit to <i>Lender</i> a certification of valuation containing the final certified actual valuation and assessed valuation of the District no later than March 1.

Procedure:

1. Accountant will prepare and submit the respective documents to the Lender by the applicable submittal date.
2. Accountant will copy then-current general counsel (“**General Counsel**”) and then-current District manager (“**District Manager**”) on all submittals the Lender.

NOTICE OF EVENT OF DEFAULT		
Reporting / Submittal Deadlines	Responsible Party to Report Event of Default	Party Responsible to Notify Bank and Custodian of Event of Default
The District will immediately notify the Lender in writing when the District obtains knowledge of the occurrence of any Default or Event of Default.	Accountant, General Counsel, District Manager, or anyone who has actual knowledge of a Default or Event of Default.	Accountant

DENVER CONNECTION WEST METROPOLITAN DISTRICT

Capital Projects Estimates

NOTE: all amounts are ESTIMATES only

Anticipated Sources of Revenue



Anticipated Capital Projects



Source	Estimated Amount
Remaining balance from developer contribution	\$2,000,000 (*source: Taylor Morrison projected estimate)
Series 2022A-2 Loan	\$1,295,000 (*source: DADCO Feb. 14, 2022 financial plan)
Potential Series 2022B Subordinate Bonds	\$3,384,330 (*source: DADCO Feb. 14, 2022 financial plan)
TOTAL (estimated)	\$6,679,330

Project Description	Estimated Cost
Concrete and landscaping repair/replacement	\$650,000 (*source: bids/proposals submitted to SDMS)
City Park	\$5,853,644 (*source: IDES estimate)
TOTAL (estimated)	\$6,503,644

Remaining Balance = \$175,686



UNITED STATES PROTECTIVE SERVICE

PROTECTION OFFICER SERVICE AGREEMENT

This Service Agreement (the "Agreement") is entered into on **JANUARY 1, 2022** (hereinafter referred to as the "Effective Date"), between **DENVER CONNECTION WEST METROPOLITAN DISTRICT** (hereinafter referred to as the "Client") and **UNITED STATES PROTECTIVE SERVICE LLC**, (hereinafter referred to as the "Contractor").

Whereas, the CONTRACTOR agrees to provide the protection services (the "Services") to Client listed in Appendix A "Scope of Services", and;

Whereas, the Client agrees to provide payment in consideration for the performance and provision of services and materials as described in Appendix A "Scope of Services";

Now therefore, in consideration of the mutual covenants and agreements set forth below, the parties agree as follows:

1. Services provided by Contractor.

- a. Contractor shall provide the Services specified in Appendix A to this agreement at the location (the "Premises") specified therein Appendix A.

2. Term and Termination.

- a. The term of this Agreement shall be for one (1) year, commencing on the Effective Date and ending on the last day of the month of the effective date ("Term"). This agreement shall automatically renew for successive one (1) month terms unless the parties terminate the agreement as set forth in Section 2 (b) of this Agreement.
- b. Either party may terminate this agreement without cause upon thirty (30) days prior written notice to the other party. In the event Client terminates this agreement after Contractor has commenced the Services, Client shall reimburse Contractor for all reasonable fees incurred in its provision of services and acquisition of materials related to the Services.

3. Payment and Service Fees.

- a. Payment Amount.
 - i. Base Rate. Client agrees to tender payment of **\$300.00 PER MONTH.**
 - ii. Emergency Services Rate. In the event that the Client request the Contractor to provide or furnish Services in addition to any services contemplated by Appendix A less than seventy-two (72) hours from the time of the request, Client agrees to tender payment of **\$55.00**, per hour per Officer.
 - iii. Incident Response Rate. In the event that client requests Contractor to respond to Incidents/Alarms at the premises, such services will be provided free of charge for first 30 minutes. If services are needed beyond 30 minutes, then Emergency rates in 3.a. ii. will apply.
- b. Payment Timing.
 - i. Monthly Basis. Contractor shall invoice Client on a Monthly basis. In the event that Contractor fails or forgets to invoice Client, such a failure or omission shall not be deemed a waiver of any payment obligation of Client owed to Contractor.
 - ii. Repayment Terms. Client agrees to pay Contractor within thirty (30) days of receipt of Contractor's invoice.
 - iii. Tender. CONTRACTOR accepts checks, EFT, Visa, MasterCard, American Express and Discover as payment for services. Contractor shall charge Client an additional fee 3% of the payment amount for any payments tendered through a Credit Card.
 - iv. Payment Arrangements. Any other payment arrangements must be signed and agreed to by Contractor in writing.
- c. Cost Adjustments. Contractor reserves the right to adjust the rate at which the Services are billed to client resultant from changes in labor and/or materials costs by up to five percent (5%) per year. Any increase in the rate at which the Services are billed to Client beyond five percent (5%) per year shall require the approval of the Client.
- d. Late Payment. Contractor may levy fees for late payment of up to fifty dollars (\$50.00) for every week that a payment is late. Contractor, at its option, may charge a fee on any uncollected amounts, at an interest rate not to exceed the lawful amount as applicable in the State of Colorado on any delinquent account. Contractor, at its option, may charge Client for ANY fees the Contractor incurs which arise as a result of any bounced checks issued to Contractor by Client.
- e. Nonpayment. Non-payment constitutes a material breach of this agreement and regardless of any other agreement or provisions herein, Contractor retains all remedies to which it is entitled in this agreement and by law in the event of Client's non-payment. Contractor reserves the right to stop all Services, regardless of status or potential harm to the Client. All warranties become null and void in the event of Client's non-payment.
- f. Collection of Balances Due. Client agrees to reimburse contractor for any and all expenses, including reasonable attorney fees and court costs, in taking action to collect any amounts due to Contractor from Client.

Client Initials *CM*

4. Acknowledgments and Representations by Client.

- a. *Accuracy of Information.* Client is responsible for the verification and accuracy of all information provided by Client reasonably relied upon by Contractor and agrees to update Contractor with any changes to such information. Client agrees and acknowledges that any information provided by Client to Contractor will be reasonably relied upon and any changes in such information may result to increases or changes in the fee schedule as agreed to in Section 3 of this Agreement.
- b. *Legal Right and Authority.* Contractor hereby affirms and acknowledges that Contractor has the legal right and authority to perform the services as described on Appendix A of this agreement.
- c. *Permits, Licenses, and Approvals.* Contractor and Client each currently has, or shall obtain any and all permits, licenses, or approvals including, but not limited to permits, licenses or approvals, HOA approvals and any other governmental, quasi-governmental or organizational permits or approvals required or necessary to perform the Services.
- d. *Instructions by Client.* Provided that the Contractor has exercised the Standard (as defined below), Client is also exclusively liable for the consequences of any written instructions provided to Contractor by management ("Client Authorized Party") on behalf of Client which are reasonably relied upon by Contractor, including, but not limited to any increases in the costs of the Services, damages to the property on which the Services are performed. Client may revise its Client Authorized Party upon written instructions to Contractor.

5. LIMITATION OF LIABILITY

- a. **CLIENT EXPRESSLY ACKNOWLEDGES THAT THE CONTRACTOR IS NOT LIABLE FOR ANY DAMAGES OR INJURY INCURRED BY CLIENT, ITS AGENTS, EMPLOYEES, ASSIGNEES, LICENSEES, INVITEES OR THIRD PARTIES AT THE LOCATION WHERE CONTRACTOR PROVIDES SERVICES TO CLIENT CAUSED BY PERFORMANCE OF THE SERVICES DESCRIBED IN APPENDIX A TO THIS AGREEMENT THAT ARE PERFORMED IN A MANNER CONSISTENT WITH GENERALLY ACCEPTED SECURITY GUARD SERVICES AND PROCEDURES IN THE STATE OF COLORADO.**
- b. **PROVIDED THAT CONTRACTOR HAS EXERCISED THE STANDARD, CONTRACTOR'S LIABILITY FOR PROPERTY DAMAGES RESULTING FROM CLAIMS MADE BY CLIENT OR ANY THIRD PARTY RELATED TO THE NEGLIGENCE OR ACTIONS OF CONTRACTOR'S OFFICERS, EMPLOYEES, OR AGENTS IN PERFORMING THE SERVICES SHALL NOT EXCEED THE TOTAL MONETARY VALUE OF SERVICES AND MATERIALS PROVIDED TO CLIENT AS DEFINED IN SECTION 3 OF THIS AGREEMENT PLUS THE AMOUNT OF ALL INSURANCE MAINTAINED BY OR REQUIRED TO BE MAINTAINED BY CONTRACTOR.**
- c. **CLIENT AND CONTRACTOR HAS READ THE FOREGOING AND VOLUNTARILY AGREES TO THE PROVISIONS SET FORTH HEREIN SECTION 5 OF THIS AGREEMENT:**

- 6. INDEMNIFICATION.** Client shall indemnify and hold Contractor harmless against and from liability and claims of any kind for loss or damage to property of Client or any other person, or for any injury to or death of any person, arising out of Contractor's performance of the Services as requested by Client as set forth herein this agreement except to the extent such damage or injury results from Contractor's breach of this Agreement or Contractor's gross negligence or willful misconduct.

Contractor shall indemnify and hold Client harmless against and from liability and claims of any kind for loss or damage to property of Client or any other person, or for any injury to or death of any person, arising out of Contractor's breach of this Agreement or Contractor's gross negligence or willful misconduct.

7. Representations, Acknowledgments by Contractor.

- a. *Standard of Services.* Contractor warrants that all Services shall be performed in a manner consistent with the standard.
 - b. *Reasonable Efforts.* Contractor will make every reasonable effort to provide services in accordance with the scheduled due dates agreed upon by Client and Contractor but Contractor cannot and does not guarantee such compliance. Provided the Contractor has exercised the Standard, accordingly, Contractor's sole liability to Client or any third party for claims arising out of the non-compliance, or the interruption in or delay of the services for any reason, shall be to use its best effort to provide such services and /or to resume the services as promptly as reasonably practical.
 - c. *Delay or Interruption of Services.* Provided the Contractor has exercised the Standard, Contractor shall not be held liable for any delay or failure to perform under this agreement or for interruption of service resulting directly or indirectly from any cause beyond Contractor's control.
- 8. Force Majeure.** If Contractor's failure to perform any obligation hereunder is caused by the unavailability of services or materials, labor disputes, governmental restrictions, or any other circumstances beyond such party's control, the failure to perform shall not terminate this Agreement unless such failure continues for a period of more than one (1) month, at the end of which time either party, at its option, may terminate this Agreement by written notice to the other party.
- 9. Assignment.** Client consents to the assignment of this contract as a result of a merger, sale, consolidation or other business transaction.
- 10. No Joint Venture.** Nothing herein contained shall be construed to constitute the parties as partners, engaged in any type of joint venture, nor deem any party the agent of any other party, nor shall any similar relationship be deemed to exist between them. Neither party shall have the power to obligate or bind the other party in any manner whatsoever.
- 11. Notices.** All notices which either party hereto is required to or may serve upon the other hereunder shall be in writing and shall be sent by certified mail, postage fully prepaid, return receipt requested, or shall be personally delivered by the notifying party (with written receipt of delivery), or by messenger or

courier (with written proof of delivery), or by a mutually agreeable and reputable delivery service (such as Federal Express, United Parcel Service, DHL) to the respective party at the applicable address set forth herein or such other address as either party may hereafter from time to time designate in writing.

12. **Severability.** If any provision of this Agreement is found to be void, invalid, or unenforceable, such provision shall be deemed severed and this Agreement with such provision severed shall remain in full force and effect to the extent permitted by law.
13. **Waiver.** No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing signed and dated by the party claimed to have waived or consented. A waiver by either party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof, nor a permanent modification of such provision or of this Agreement. All of the party's rights, options, and remedies in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, option, or right available to them.
14. **Entire Agreement.** This Agreement, and Appendix A hereto, constitute the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior or contemporaneous understandings, promises, and undertakings, if any, made orally or in writing by or on behalf of the parties with respect to the subject matter hereof. No modification, amendment, waiver, termination, or discharge of any provision hereof shall be binding upon the parties unless confirmed in writing and executed by both parties.
15. **Reservation of Rights.** Without limiting the foregoing, nothing in this Agreement shall be construed to prevent either party from granting any other licenses or rights to exploit their respective or affiliate properties in any manner whatsoever other than that specifically granted or restricted herein.
16. **Parking:** Client will provide Parking, (At reasonable distance from POST, 100 yards.) for all assigned Contractor staff, for reporting of the entire duration of the Client's schedule in Appendix A, scope of services; or Client will be billed additionally if Contractor Staff are required to pay parking expenses.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first stated above.

DENVER CONNECTION WEST METROPOLITAN DISTRICT

Date: _____

Signature: _____

Printed Name & Title: _____

UNITED STATES PROTECTIVE SERVICE

Date: 11/18/21

Signature: Crystal Maheu

Printed Name & Title: Crystal Maheu/ CEO

APPENDIX A
SCOPE OF SERVICES

Client Name: DENVER CONNECTION WEST
Phone: 720.771.9543

Client Contact Name: RYAN WILLIAMS

United States Protective officers will fulfill the following duties in accordance with Client Guidelines, USPS corporate procedures, and generally accepted professional security patrol practices:

- Ensure security and safety of property
- Ensure security and safety of staff
- Notify management of unsafe / unsecure conditions
- Check all doors, windows and vacant units
- Cultivate a positive relationship between residents and staff
- Minimum 1 nightly patrol between 8pm-4am
- Unlimited call response between 8pm - 4am
- Daily patrol reports sent via email

RULES & POLICIES: The Officer will enforce client's rules and policies, and protect its tenants, customers, visitors, and property from criminal activities within their abilities. Examples include: illegal or unsafe driving or parking, loitering, trespass, vandalism, arson, noise complaints, disturbing the peace, unwanted soliciting, burglary, theft, robbery, assault, or other criminal activities.

USE OF FORCE: The Officer will use a reasonable effort and the minimum amount of force allowed by Colorado State and Federal Law to protect the client's tenants, visitors, and customers from criminal threats.

ADDRESS OF PREMISES: 4746 JASPER STREET, DENVER, COLORADO, 80239

I hereby authorize Contractor to initiate projects as prescribed in the above listed or attached scope of Services:

Signature: _____

Date: _____