

# DENVER CONNECTION WEST METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228-1898  
Tel: 303-987-0835 • 800-741-3254  
Fax: 303-987-2032  
[dcwmd.colorado.gov](http://dcwmd.colorado.gov)

## NOTICE OF REGULAR MEETING AND AGENDA

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

DATE: March 22, 2022  
TIME: 6:00 P.M.

The District will be meeting in regular session on Tuesday, March 22, 2022 at 6:00 p.m. via Zoom as set forth below, with one person physically present at 4746 Jasper Street, Denver, Colorado 80239.

### *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.
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- B. Approve Agenda, confirm location of the meeting and posting of meeting notice.
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- C. Review and consider approval of February 15, 2022 Special Meeting Minutes (enclosure).
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- D. Discuss status of the May 3, 2022 Regular Directors' Election.
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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.
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III. FINANCIAL MATTERS

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

Fund	Period Ending January 31, 2022	Period Ending February 28, 2022
General	\$ 7,052.73	\$ 13,301.15
Debt	\$ -0-	\$ -0-
Capital	\$ 720.00	\$ -0-
Special Revenue	\$ 58,474.99	\$ 28,967.53
<b>Total</b>	<b>\$ 66,247.72</b>	<b>\$ 42,268.68</b>

- B. Consider acceptance of the unaudited financial statements, dated January 31, 2022, property taxes reconciliation 2022, and the schedule of cash position for the period ending January 31, 2022, updated as of March 14, 2022 (enclosure).
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- C. Update on transition to General Fund Mill Levy.
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- D. Conduct Public Hearing on 2022 Budget Amendment and consider adoption of Resolution Amending 2022 Budget (to be distributed).
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IV. CONSTRUCTION MATTERS

- A. Construction Committee Report.
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- B. Engineer's Report.
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V. LEGAL MATTERS

- A. Ratify approval of the engagement of Kutak Rock LLP to serve as Bond Counsel (to be distributed).
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- B. Discuss consider adoption of a Resolution authorizing the District to incur indebtedness in the form of a Taxable (Convertible to Tax-Exempt) Limited Tax (Convertible to Unlimited Tax) General Obligation Refunding Loan, Series 2022A-1 (the “Series 2022A-1 Loan”) in the maximum principal amount of not to exceed \$13,700,000 and a Limited Tax (Convertible to Unlimited Tax) General Obligation Improvement Loan, Series 2022A-2 (the “Series 2022A-2 Loan,” and together with the Series 2022A-1 Loan, the “Series 2022 Loans”), in the maximum principal amount of not to exceed up to \$1,700,000, for the purpose of refunding the District’s existing \$9,690,000 Limited Tax (Convertible To Unlimited Tax) General Obligation Bonds, Series 2017A and \$2,539,000 Subordinate Limited Tax General Obligation Bonds, Series 2017B, and funding amounts to pay or reimburse the costs of public improvements. The resolution is expected to approve the forms of a Loan Agreement, Promissory Notes evidencing the District’s repayment obligations under such Loan Agreement, and such other documents, certificates and instruments in connection therewith; provide details concerning the Series 2022 Loans and funds appertaining thereto; ratify acts previously taken concerning said Series 2022 Loans; repeal all resolutions in conflict therewith; and provide for other matters relating thereto (to be distributed).
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1. Ratify engagement of Lewis Young Robertson & Burningham, Inc. as External Financial Advisor to District.
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- C. Update on status of discussions with the City and County of Denver (the “City”) regarding funding for the City park.
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- D. Discuss status of tract and improvement acquisition.
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- E. Discuss status of warranty walk-through items.
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1. Update regarding the warranty walk-through on the HUB Facility.
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2. Update regarding irrigation items.
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3. Update regarding plantings, open space amenities, and concrete items.
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4. Other.
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- F. Discuss Denver Connection West Metropolitan District Bylaws and direct action related thereto.
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## VI. OPERATIONS AND MAINTENANCE

- A. Update regarding HUB and pool operations.
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- B. Review and consider approval of proposals for Pool Service at the Avion Community HUB (enclosure).
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- C. Pool Operations Discussion.
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- D. Review and consider approval of Service Agreement with United States Protective Service, LLC for protection services (enclosure).
- 
- E. Review and consider approval of proposal from ETG Systems, Inc. – High Value Asset Protection for a rack mount power supply for the camera system (enclosure).
- 
- F. Other.
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## VII. COVENANT ENFORCEMENT/DESIGN REVIEW/OPERATIONS

- A. Discuss Community Manager’s Report.
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- 1. Discuss Violation Report (to be distributed).
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- B. Architectural Review Committee (“ARC”).
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- 1. Update from ARC.
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- 2. Discuss unapproved architectural change.
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C. Social Committee

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1. Update from Social Committee.
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D. Presentation on Covenant Process.

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VIII. OTHER BUSINESS

A.

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

## RECORD OF PROCEEDINGS

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### MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE DENVER CONNECTION WEST METROPOLITAN DISTRICT (THE “DISTRICT”) HELD FEBRUARY 15, 2022

A Special Meeting of the Board of Directors of the Denver Connection West Metropolitan District (referred to hereafter as the “Board”) was convened on Tuesday, February 15, 2022 at 5:30 p.m. This District Board meeting was held by Zoom. The meeting was open to the public via Zoom.

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**Directors In Attendance Were:**

Marc Robson  
Tina Woodard  
Shawn Hampleton  
Jeffery Hall

**Also In Attendance Were:**

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

Elisabeth A. Cortese, Esq. and Suzanne Meintzer, Esq.; McGeady Becher P.C. (for a portion of the meeting)

Jason Carroll and Yelena Primachenko; CliftonLarsonAllen LLP (for a portion of the meeting)

Brooke Hutchens and Patrick Colleran; D.A. Davidson & Co.

**Public In Attendance Were:**

Sandeep Shrestha and Cara Wolfe (for a portion of the meeting)

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**DISCLOSURE OF  
POTENTIAL  
CONFLICTS OF  
INTEREST**

The Board noted a quorum was present and discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The members of the Board were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting. No disclosures were made, and it was noted that all Directors are residents of the District.

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## RECORD OF PROCEEDINGS

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### ADMINISTRATIVE MATTERS

**Agenda:** The Board reviewed the Agenda for the District's Special Meeting.

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

**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 this District Board meeting was held by Zoom. The Board further noted that notice of this meeting and the conference/video access was duly posted and that it had not received any objections to the format of the meeting or any requests that the meeting format be changed by taxpaying electors within the District's boundaries.

**Minutes:** The Board reviewed the Minutes of the January 11, 2022 Community Work Session and January 25, 2022 Special Meeting.

Following discussion, upon motion duly made by Director Robson, seconded by Director Hampleton and, upon vote, unanimously carried, the Minutes of the January 11, 2022 Community Work Session and January 25, 2022 Special Meeting were approved.

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### LEGAL MATTERS

**Potential Refunding of the District's Limited Tax (Convertible to Unlimited Tax) General Obligation Bonds, Series 2017A and Subordinate Limited Tax General Obligation Bonds, Series 2017B (the "Bonds"), and Potential New Subordinate Bond Issuance for Park Improvements:** Attorney Cortese and Ms. Hutchens presented to the Board the potential loan refinancing of the District's Limited Tax (Convertible to Unlimited Tax) General Obligation Bonds, Series 2017A and Subordinate Limited Tax General Obligation Bonds, Series 2017B (the "Bonds"), and potential subsequent subordinate bond issuance for park improvements. The Board extensively discussed the proposed terms and weighed the pros and cons of locking the interest rate now versus waiting to see what happens in the market.

Following discussion, upon motion duly made by Director Robson, seconded by Director Hall and, upon vote, unanimously carried, the Board approved the term sheet with corrected typographical errors, and authorized Ms. Hutchens to lock the rate for 45 days provided that the interest rate on February 16, 2022 does not exceed 30 basis points from the term sheet presented.

**Engagement of Bond Counsel:** The Board entered into discussion regarding the engagement of Bond Counsel. Attorney Cortese noted for the Board that she has reached out to Kutak Rock LLP.

## RECORD OF PROCEEDINGS

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Following discussion, upon motion duly made by Director Robson, seconded by Director Woodard and, upon vote, unanimously carried, the Board approved the engagement of Kutak Rock LLP as Bond Counsel.

Engagement of External Financial Advisor: The Board discussed the engagement of an External Financial Advisor as required under the Service Plan.

Discussions with the City and County of Denver (the “City”) Regarding Funding for the City Park: The Board entered into discussion regarding discussions with the City and County of Denver (the “City”) regarding funding for the City Park. Attorney Cortese noted for the Board that she has a meeting on Friday with Taylor Morrison, IDES, and Norris Design.

City Park Proposal and Construction Committee: There was no report at this time

Denver Connection West Metropolitan District Bylaws: Director Hall noted for the Board that he would like to discuss potential Bylaws and suggested that Bylaws regarding committees (i.e.: pool, social, bond) be created. He requested that the Board Members review the samples provide by General Counsel in advance of the March meeting and be ready to discuss proposed terms for the Bylaws during the March meeting.

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### PUBLIC COMMENTS

Mr. Shrestha had questions regarding property taxes versus previously paid Operations and Maintenance Fees. Mr. Cohrs will reach out and answer his questions.

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### FINANCIAL MATTERS

Manager’s Presentation on District Finance and Budgeting: Mr. Cohrs made a presentation to the Board regarding the District Finance and Budgeting.

Schedule of Cash Position: The Board deferred discussion.

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### COVENANT ENFORCEMENT/ DESIGN REVIEW/ OPERATIONS

Presentation on Covenant Process: The Board deferred discussion.

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### OTHER BUSINESS

There was no other business.

## RECORD OF PROCEEDINGS

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### **ADJOURNMENT**

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

Respectfully submitted,

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

Denver Connection West Metropolitan District  
January-22

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Altitude Community Law	1371 12-2021	12/31/2021	12/31/2021	\$ 1,672.40	Covenant control - SRF	117800
Cagle, Mel	Reimbursement- 1.28.22	1/28/2022	1/29/2022	\$ 415.22	Social Committee	117202
CliftonLarsonAllen LLP	3123451	12/31/2021	12/31/2021	\$ 2,484.35	Accounting - GF	107000
Colorado Quality Services	2	1/2/2022	1/3/2022	\$ 300.00	Repairs and maintenance - SRF	117582
Colorado Quality Services	1	12/10/2021	12/31/2021	\$ 1,150.00	Repairs and maintenance - SRF	117582
Colorado Special Districts Pro	POL-0010884	12/19/2021	12/19/2021	\$ 25,005.00	Insurance and bonds - SRF	117360
Comcast	0916181 01-20222	1/3/2022	1/28/2022	\$ 234.04	Clubhouse operations/supplies - SRF	117201
Denver Water	4690 12-21	12/15/2021	1/5/2022	\$ 72.85	Utility - water/sewer - SRF	117487
Denver Water	15891 12-21	12/16/2021	1/6/2022	\$ 43.98	Utility - water/sewer - SRF	117487
Denver Water	15898 12-21	12/16/2021	1/6/2022	\$ 72.85	Utility - water/sewer - SRF	117487
Denver Water	4746 12-21	12/16/2021	1/6/2022	\$ 112.86	Utility - water/sewer - SRF	117487
Denver Water	16093 12-21	12/16/2021	1/6/2022	\$ 72.85	Utility - water/sewer - SRF	117487
ETG Systems, Inc.	21114	1/1/2022	1/16/2022	\$ 389.05	Clubhouse operations/supplies - SRF	117201
ETG Systems, Inc.	21075	12/1/2021	12/16/2021	\$ 389.05	Clubhouse operations/supplies - SRF	117201
IDES LLC	8753	12/31/2021	12/31/2021	\$ 720.00	Engineering - CPF	307584
Kregg, Trevor	HUB Refund- 12/18/21	12/18/2021	12/19/2021	\$ 250.00	Other revenue - SRF	116500
Landtech Contractors, Inc.	4173	1/1/2022	1/31/2022	\$ 7,815.00	Repairs and maintenance - SRF	117582
Landtech Contractors, Inc.	21879	1/1/2022	1/7/2022	\$ 146.56	Snow Removal - SRF	117570
Marc Robson	Petty Cash- 12.31.21	12/29/2021	1/24/2022	\$ 406.91	Social Committee	117202
Marc Robson	Reimbursement - 12.29.21	12/29/2021	12/29/2021	\$ 750.81	Clubhouse operations/supplies - SRF	117201
Pet Scoop	381845112	12/31/2021	1/15/2022	\$ 877.50	Dog station maintenance - SRF	117351
Special Dist Management Svcs	Dec-21	12/31/2021	12/31/2021	\$ 546.00	District management - SRF	117440
Special Dist Management Svcs	Dec-21	12/31/2021	12/31/2021	\$ 97.50	Repairs and maintenance - SRF	117582
Special Dist Management Svcs	Dec-21	12/31/2021	12/31/2021	\$ 7,247.87	Administrative management - SRF	117490
Special Dist Management Svcs	Dec-21	12/31/2021	12/31/2021	\$ 4,568.38	District management - GF	107440
UNCC	221120414-23099	12/31/2021	12/31/2021	\$ 13.20	Miscellaneous - SRF	117480
United States Protective Service LLC	2022-21	1/1/2022	1/11/2022	\$ 300.00	Security - SRF	117606
Waste Connections Of Colorado, Inc	5845827	12/15/2021	1/15/2022	\$ 66.83	Clubhouse operations/supplies - SRF	117201
Wolfe, Cara	Reimbursement- 1.21.2022	1/21/2022	1/21/2022	\$ 1,424.80	Social Committee	117202
Xcel Energy	762257006	1/24/2022	1/24/2022	\$ 788.73	Utility - electricity - SRF	117488
Brown, Tye	35870.02 Refund	1/25/2022	1/27/2022	\$ 83.00	Prepaid assessments	112510
Chen, Kevin Wong and Xing	31590.02 Refund	1/25/2022	1/27/2022	\$ 73.00	Prepaid assessments	112510
Chisel, Andrea	31720.02 Refund	1/25/2022	1/27/2022	\$ 66.00	Prepaid assessments	112510
Cornay, Arthur	30120.02 Refund	1/25/2022	1/27/2022	\$ 314.00	Prepaid assessments	112510
Deloach, Fabian and Dinushi	35370.02 Refund	1/25/2022	1/27/2022	\$ 212.00	Prepaid assessments	112510
Filonoff, Ellen	36220.02 Refund	1/25/2022	1/27/2022	\$ 314.00	Prepaid assessments	112510
Gibson, Gary and Sarah	33300.02 Refund	1/25/2022	1/27/2022	\$ 531.00	Prepaid assessments	112510
Gwynn, Michael and Patricia	32080.02 Refund	1/25/2022	1/27/2022	\$ 167.00	Prepaid assessments	112510
Haliburton, Timasha	33000.02 Refund	1/25/2022	1/27/2022	\$ 1,373.00	Prepaid assessments	112510
Hamdan, Insaf and Chakib	30600.02 Refund	1/25/2022	1/27/2022	\$ 212.00	Prepaid assessments	112510
Iniguez, Oscar	33870.03 Refund	1/25/2022	1/27/2022	\$ 588.00	Prepaid assessments	112510
Jardim, Stephanie	33730.02 Refund	1/25/2022	1/27/2022	\$ 200.00	Prepaid assessments	112510
Kincaid, Jonathan	35050.02 Refund	1/25/2022	1/27/2022	\$ 35.94	Prepaid assessments	112510
Locke Jr, John	35790.02 Refund	1/25/2022	1/27/2022	\$ 196.00	Prepaid assessments	112510
Lucheveleli, Brian	34020.02 Refund	1/25/2022	1/27/2022	\$ 422.00	Prepaid assessments	112510
Lugo, Eduardo	30480.02 Refund	1/25/2022	1/27/2022	\$ 131.00	Prepaid assessments	112510
Maharjan, Biju	36560.02 Refund	1/25/2022	1/27/2022	\$ 130.00	Prepaid assessments	112510
Mangar, Bhim Tamang	37010.02 Refund	1/25/2022	1/27/2022	\$ 34.17	Prepaid assessments	112510
Montoya, Andreana	35110.02 Refund	1/25/2022	1/27/2022	\$ 177.00	Prepaid assessments	112510
Moreno, Mario Delarosa	35280.02 Refund	1/25/2022	1/27/2022	\$ 299.02	Prepaid assessments	112510
Morgan, Jack	35580.02 Refund	1/25/2022	1/27/2022	\$ 180.00	Prepaid assessments	112510
Nudelman, David and Amy	31630.02 Refund	1/25/2022	1/27/2022	\$ 162.00	Prepaid assessments	112510
Perez, Jose Guadalupe	34350.02 Refund	1/25/2022	1/27/2022	\$ 238.00	Prepaid assessments	112510
Pleasant, Devin	34100.02 Refund	1/25/2022	1/27/2022	\$ 1,178.00	Prepaid assessments	112510
Pretzer, Ronald Allen	32210.02 Refund	1/25/2022	1/27/2022	\$ 212.00	Prepaid assessments	112510
Solano, Daniel McLennan	32570.03 Refund	1/25/2022	1/27/2022	\$ 196.00	Prepaid assessments	112510
Tanner, Mark and Laurie	34620.02 Refund	1/25/2022	1/27/2022	\$ 38.00	Prepaid assessments	112510
Woodard, Tina	30870.02 Refund	1/25/2022	1/27/2022	\$ 51.00	Prepaid assessments	112510

\$ 66,247.72

Denver Connection West Metropolitan District  
January-22

	Special Revenue				Totals
	General	Debt	Capital	Fund	
Disbursements	\$ 7,052.73		\$ 720.00	\$ 58,474.99	\$ 66,247.72
Xpress Bill Pay		\$ -			\$ -
<u>Total Disbursements from Checking Acct</u>	<u>\$ 7,052.73</u>	<u>\$ -</u>	<u>\$ 720.00</u>	<u>\$ 58,474.99</u>	<u>\$ 66,247.72</u>

Denver Connection West Metropolitan District  
February-22

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Altitude Community Law	1371 01-2022	1/31/2022	1/31/2022	\$ 400.00	Covenant control - SRF	117800
CliftonLarsonAllen LLP	3144574	1/31/2022	1/31/2022	\$ 5,397.72	Accounting - GF	107000
Colorado Special Districts P&L Pool	POL-0007204	9/8/2021	2/2/2022	\$ 450.00	Insurance-SRF	117360
Comcast	916181 01-22	2/3/2022	2/28/2022	\$ 304.74	Clubhouse operations/supplies - SRF	117201
Denver Water	4746 01-22	1/18/2022	2/8/2022	\$ 114.19	Utility - water/sewer - SRF	117487
Denver Water	15898 01-22	1/18/2022	2/8/2022	\$ 76.06	Utility - water/sewer - SRF	117487
Denver Water	15891 01-22	1/18/2022	2/8/2022	\$ 45.93	Utility - water/sewer - SRF	117487
Denver Water	4690 01-22	1/14/2022	2/4/2022	\$ 76.06	Utility - water/sewer - SRF	117487
Denver Water	16093 01-22	1/18/2022	2/8/2022	\$ 76.06	Utility - water/sewer - SRF	117487
Landtech Contractors, Inc.	4082	12/1/2021	12/31/2021	\$ 7,815.00	Snow Removal - SRF	117570
Landtech Contractors, Inc.	4215	2/1/2022	2/28/2022	\$ 7,815.00	Repairs and maintenance - SRF	117582
McGeady Becher P.C.	1324C 12/2021	12/31/2021	12/31/2021	\$ 2,206.38	Legal services - GF	107460
McGeady Becher P.C.	1324C 12/2021	12/31/2021	12/31/2021	\$ 1.91	Legal services - SRF	117460
Pet Scoop	386094	1/31/2022	2/15/2022	\$ 764.00	Dog station maintenance - SRF	117351
Special Dist Management Srvs	Jan-22	1/31/2022	1/31/2022	\$ 5,697.05	District management - GF	107440
Special Dist Management Srvs	Jan-22	1/31/2022	1/31/2022	\$ 1,110.00	District management - SRF	117440
Special Dist Management Srvs	Jan-22	1/31/2022	1/31/2022	\$ 328.00	Repairs and maintenance - SRF	117582
Special Dist Management Srvs	Jan-22	1/31/2022	1/31/2022	\$ 8,007.45	Administrative management - SRF	117490
UNCC	222010391-23099	1/31/2022	1/31/2022	\$ 22.10	Miscellaneous - SRF	117480
United States Protective Service LLC	2022-169	2/1/2022	2/11/2022	\$ 300.00	Security - SRF	117606
Waste Connections of Colorado, Inc	5926457V311	2/1/2022	2/28/2022	\$ 67.15	Clubhouse operations/supplies - SRF	117201
Wentz, Matthew	2162022	1/18/2022	1/19/2022	\$ 196.00	Accounts receivable - SRF	111250
Xcel Energy	766267709	2/2/2022	2/23/2022	\$ 997.88	Utility - electricity - SRF	117488
				\$42,268.68		

Denver Connection West Metropolitan District  
February-22

	General	Debt	Capital	Special Revenue Fund	Totals
Disbursements	\$13,301.15			\$ 28,967.53	\$ 42,268.68
Xpress Bill Pay		\$ -			\$ -
<b>Total Disbursements from Checking Acct</b>	<b>\$13,301.15</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 28,967.53</b>	<b>\$ 42,268.68</b>

**DENVER CONNECTION WEST METROPOLITAN DISTRICT**

**FINANCIAL STATEMENTS**

**JANUARY 31, 2022**

**DENVER CONNECTION WEST METROPOLITAN DISTRICT**  
**BALANCE SHEET - GOVERNMENTAL FUNDS**  
**JANUARY 31, 2022**

	<u>General</u>	<u>Special Revenue</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Capital Projects Reserve</u>	<u>Total</u>
<b>ASSETS</b>						
Cash - Checking	\$ 190,061	\$ 31,690	\$ 30,738	\$ 1,973	\$ 98,933	\$ 353,395
Petty Cash	1,000	-	-	-	-	1,000
Colotrust	-	-	682	-	-	682
UMB - Surplus Fund 2017A	-	-	975,383	-	-	975,383
UMB - Bond Fund Series 2017A	-	-	118,751	-	-	118,751
UMB - Reserve Fund Series 2017A	-	-	793,572	-	-	793,572
UMB - Subordinate Bonds Srs 2017B	-	-	2	-	-	2
UMB - Subordinate Interest 2017B	-	-	2,667	-	-	2,667
Accounts receivable	60,333	-	-	-	-	60,333
Receivable from County Treasurer	8,303	-	8,204	-	-	16,507
Accounts Receivable – HUB rent	1,200	-	-	-	-	1,200
<b>TOTAL ASSETS</b>	<u>\$ 260,897</u>	<u>\$ 31,690</u>	<u>\$ 1,929,999</u>	<u>\$ 1,973</u>	<u>\$ 98,933</u>	<u>\$ 2,323,492</u>
<b>LIABILITIES AND FUND BALANCES</b>						
<b>CURRENT LIABILITIES</b>						
Accounts payable	\$ 117,981	\$ 31,690	\$ -	\$ 40,129	\$ -	\$ 189,800
Total Liabilities	<u>117,981</u>	<u>31,690</u>	<u>-</u>	<u>40,129</u>	<u>-</u>	<u>189,800</u>
<b>FUND BALANCES</b>						
Restricted	16,974	-	-	-	-	16,974
Unassigned	125,942	-	1,929,999	(38,156)	98,933	2,116,718
Total Fund Balances	<u>142,916</u>	<u>-</u>	<u>1,929,999</u>	<u>(38,156)</u>	<u>98,933</u>	<u>2,133,692</u>
<b>TOTAL LIABILITIES AND FUND BALANCES</b>	<u>\$ 260,897</u>	<u>\$ 31,690</u>	<u>\$ 1,929,999</u>	<u>\$ 1,973</u>	<u>\$ 98,933</u>	<u>\$ 2,323,492</u>

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

**DENVER CONNECTION WEST METROPOLITAN DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE ONE MONTH ENDED JANUARY 31, 2022**

**GENERAL FUND**

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
<b>REVENUES</b>			
Closing fees	\$ 21,000	\$ -	\$ (21,000)
Reimbursed expenditures	10,000	-	(10,000)
HUB deposit fees	1,000	1,200	200
Property taxes	839,331	4,192	(835,139)
Specific ownership tax	41,967	4,127	(37,840)
Interest income	75	-	(75)
<b>TOTAL REVENUES</b>	<u>913,373</u>	<u>9,519</u>	<u>(903,854)</u>
<b>EXPENDITURES</b>			
General and administrative			
Accounting	50,000	5,062	44,938
Dues and licenses	6,500	-	6,500
Auditing	5,200	-	5,200
County Treasurer's fee	8,393	17	8,376
District management	45,000	5,653	39,347
Legal services	65,000	6,984	58,016
Miscellaneous	3,000	-	3,000
Election	10,000	92	9,908
Contingency	6,907	-	6,907
General and administrative - HUB			
Accounting	4,000	333	3,667
Dues and licenses	3,000	-	3,000
Insurance and bonds	31,000	25,455	5,545
District Management	3,000	1,110	1,890
Legal	5,000	133	4,867
Miscellaneous	4,000	100	3,900
Administrative management	92,000	8,007	83,993
Contingency	3,200	-	3,200
Operations and maintenance - HUB			
Clubhouse operations/supplies	54,500	924	53,576
Social committee	20,000	1,840	18,160
Utility - water/sewer	28,000	388	27,612
Utility - electricity	15,000	789	14,211
Snow removal	60,000	9,156	50,844
Landscape maintenance	197,500	-	197,500
Security	40,000	300	39,700
Covenant control - collection expenses	12,000	400	11,600
Maintenance/repairs - HUB			
Dog park stations	15,000	764	14,236
Pool Maintenance	25,000	-	25,000
Repairs and maintenance	20,000	328	19,672
Landscape improvements	10,000	7,815	2,185
<b>TOTAL EXPENDITURES</b>	<u>842,200</u>	<u>75,650</u>	<u>766,550</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	71,173	(66,131)	(137,304)
<b>OTHER FINANCING SOURCES (USES)</b>			
Transfers from other funds	70,622	177,464	106,842
Transfers to other fund	(51,972)	-	51,972
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<u>18,650</u>	<u>177,464</u>	<u>158,814</u>
<b>NET CHANGE IN FUND BALANCES</b>	89,823	111,333	21,510
<b>FUND BALANCES - BEGINNING</b>	<u>30,212</u>	<u>31,584</u>	<u>1,372</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ 120,035</u>	<u>\$ 142,917</u>	<u>\$ 22,882</u>

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

**DENVER CONNECTION WEST METROPOLITAN DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE ONE MONTH ENDED JANUARY 31, 2022**

**SPECIAL REVENUE FUND**

	<u>Annual Budget</u>	<u>Year to Date Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
<b>REVENUES</b>				
<b>TOTAL REVENUES</b>				
<b>EXPENDITURES</b>				
<b>TOTAL EXPENDITURES</b>				
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>				
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers to other fund	(70,622)	(70,622)	(177,464)	(106,842)
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<u>(70,622)</u>	<u>(70,622)</u>	<u>(177,464)</u>	<u>(106,842)</u>
<b>NET CHANGE IN FUND BALANCES</b>	(70,622)	(70,622)	(177,464)	(106,842)
<b>FUND BALANCES - BEGINNING</b>	<u>70,622</u>	<u>70,622</u>	<u>177,464</u>	<u>106,842</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

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

## **SUPPLEMENTARY INFORMATION**

**DENVER CONNECTION WEST METROPOLITAN DISTRICT  
SCHEDULE OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE ONE MONTH ENDED JANUARY 31, 2022**

**DEBT SERVICE FUND**

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
<b>REVENUES</b>			
Property taxes	\$ 834,478	\$ 4,168	\$ (830,310)
Specific ownership tax	41,724	4,103	(37,621)
Interest income	1,800	67	(1,733)
<b>TOTAL REVENUES</b>	<u>878,002</u>	<u>8,338</u>	<u>(869,664)</u>
<b>EXPENDITURES</b>			
County Treasurer's fee	8,345	67	8,278
Paying agent fees	5,500	3,667	1,833
Bond interest - Series 2017A	520,838	-	520,838
Bond interest - Series 2017B	195,840	-	195,840
Bond principal Series 2017A	80,000	-	80,000
Bond principal Series 2017B	150,000	-	150,000
<b>TOTAL EXPENDITURES</b>	<u>960,523</u>	<u>3,734</u>	<u>956,789</u>
<b>NET CHANGE IN FUND BALANCES</b>	(82,521)	4,604	87,125
<b>FUND BALANCES - BEGINNING</b>	<u>1,923,696</u>	<u>1,925,395</u>	<u>1,699</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ 1,841,175</u>	<u>\$ 1,929,999</u>	<u>\$ 88,824</u>

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**DENVER CONNECTION WEST METROPOLITAN DISTRICT  
SCHEDULE OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE ONE MONTH ENDED JANUARY 31, 2022**

**CAPITAL PROJECTS FUND**

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
<b>REVENUES</b>			
<b>TOTAL REVENUES</b>			
<b>EXPENDITURES</b>			
Legal services	-	1,470	(1,470)
<b>TOTAL EXPENDITURES</b>	-	1,470	(1,470)
<b>NET CHANGE IN FUND BALANCES</b>	-	(1,470)	(1,470)
<b>FUND BALANCES - BEGINNING</b>	-	(36,686)	(36,686)
<b>FUND BALANCES - ENDING</b>	<u>\$ -</u>	<u>\$ (38,156)</u>	<u>\$ (38,156)</u>

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**DENVER CONNECTION WEST METROPOLITAN DISTRICT  
SCHEDULE OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE ONE MONTH ENDED JANUARY 31, 2022**

**CAPITAL PROJECTS RESERVE FUND**

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
<b>REVENUES</b>			
<b>TOTAL REVENUES</b>	-	-	-
<b>EXPENDITURES</b>			
<b>TOTAL EXPENDITURES</b>	-	-	-
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	-	-	-
<b>OTHER FINANCING SOURCES (USES)</b>			
Transfers from other funds	51,972	-	(51,972)
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	51,972	-	(51,972)
<b>NET CHANGE IN FUND BALANCES</b>	51,972	-	(51,972)
<b>FUND BALANCES - BEGINNING</b>	98,935	98,933	(2)
<b>FUND BALANCES - ENDING</b>	<u>\$ 150,907</u>	<u>\$ 98,933</u>	<u>\$ (51,974)</u>

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**DENVER CONNECTION WEST METROPOLITAN DISTRICT  
2022 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Services Provided**

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

On November 8, 2016, the District's electors authorized debt in the amount of \$140,000,000 for public improvements including street improvements, park and recreation, water, sanitation, public transportation, mosquito control, and traffic and safety control. \$60,000,000 of debt was also authorized for the purpose of refunding debt, operations and maintenance, and intergovernmental agreements. The District is authorized to increase taxes \$20,000,000 annually to pay the operations and administrative costs of the District, without limitation. Additionally, the Service Plan limits (except for a Gallagher adjustment) the District's total mill levy to 50.000 mills.

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

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

**Revenues**

**Property Taxes**

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

The District's maximum Required Mill Levy is 55.664 mills, adjusted for changes in the ratio of actual value to assessed value of property within the District. Required Mill Levy means an ad valorem mill levy imposed upon all taxable property of the District each year in an amount sufficient to pay the principal, premium if any, and interest on the Bonds as the same become due and payable [and to make up any deficiencies in the Reserve Fund]. As of December 31, 2022, the adjusted maximum mill levy for debt service is 44.531 mills and for the general fund mill levy is 44.790.

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

**DENVER CONNECTION WEST METROPOLITAN DISTRICT  
2022 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Revenues (continued)**

**Specific Ownership Taxes**

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 5.00% of the property taxes collected.

**Net Investment Income**

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately 0.10%.

**Administrative Fee**

The District imposes Administrative Fee associated with a transfer of ownership of any dwelling unit located within the Property in the amount of \$100 per unit. The fee is due and payable at the time of sale, transfer or re-sale of any unit constructed on a lot which has a certificate of occupancy. The District's Board of Directors has approved and increase to the District's rate structure effective January 1, 2021. The transfer fee increased from \$100 to \$250 per unit. It is anticipated that in 2022 the District will have 84 dwelling units.

**Expenditures**

**General and Administrative Expenditures**

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

**County Treasurer's Fees**

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

**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).

**DENVER CONNECTION WEST METROPOLITAN DISTRICT  
2022 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Debt and Leases**

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

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

The maximum Required Mill Levy is 40.000 mills, adjusted for changes in the ratio of actual value to assessed value of property within the District. As of December 31, 2022, the adjusted maximum mill levy is 44.531.

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

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

**DENVER CONNECTION WEST METROPOLITAN DISTRICT  
2022 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Debts and Leases (continued)**

	Balance at December 31, 2020	Additions	Reductions	Balance at December 31, 2021	Due Within One Year
G.O. Bonds - Series 2017A	\$ 9,690,000	\$ -	\$ -	\$ 9,690,000	\$ -
G.O. Subordinate Bonds - Series 2017B	2,523,000	-	75,000	2,448,000	-
Accrued Interest - 2017B					
Subordinate Bonds	8,970	201,840	201,840	8,970	-
Developer Advances - General	110,576	-	-	110,576	-
Interest on Developer Advances - General	24,781	8,846	-	33,627	-
Developer Advances - Capital	15,807,524	69,131	-	15,876,655	-
Interest on Developer Advances - Capital	2,993,240	1,264,602	-	4,257,842	-
Total	<u>\$ 31,158,091</u>	<u>\$ 1,544,419</u>	<u>\$ 276,840</u>	<u>\$ 32,425,670</u>	<u>\$ -</u>

	Balance at December 31, 2021	Additions	Reductions	Balance at December 31, 2022	Due Within One Year
G.O. Bonds - Series 2017A	\$ 9,690,000	\$ -	\$ -	\$ 9,690,000	\$ 80,000
G.O. Subordinate Bonds - Series 2017B	2,448,000	-	150,000	2,298,000	-
Accrued Interest - 2017B					
Subordinate Bonds	8,970	195,840	195,840	8,970	-
Developer Advances - General	110,576	-	-	110,576	-
Interest on Developer Advances - General	33,627	8,846	-	42,473	-
Developer Advances - Capital	15,876,655	2,500,000	-	18,376,655	-
Interest on Developer Advances - Capital	4,257,842	1,270,132	-	5,527,974	-
Total	<u>\$ 32,425,670</u>	<u>\$ 3,974,818</u>	<u>\$ 345,840</u>	<u>\$ 36,054,648</u>	<u>\$ 80,000</u>

The District has no operating or capital leases.

**Reserves**

**Emergency Reserve**

The District has provided for an emergency reserve equal to at least 3% of fiscal year spending as defined under TABOR. Such emergency reserve is an integral part of Ending Funds Available.

**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>
2022	\$ 80,000	\$ 520,838	\$ 600,838
2023	110,000	516,538	626,538
2024	125,000	510,625	635,625
2025	135,000	503,906	638,906
2026	155,000	496,650	651,650
2027	160,000	488,319	648,319
2028	185,000	479,719	664,719
2029	195,000	469,775	664,775
2030	220,000	459,294	679,294
2031	230,000	447,469	677,469
2032	255,000	435,106	690,106
2033	270,000	421,400	691,400
2034	300,000	406,888	706,888
2035	315,000	390,763	705,763
2036	345,000	373,831	718,831
2037	365,000	355,288	720,288
2038	395,000	335,669	730,669
2039	420,000	314,438	734,438
2040	455,000	291,863	746,863
2041	480,000	267,406	747,406
2042	520,000	241,606	761,606
2043	550,000	213,656	763,656
2044	595,000	184,094	779,094
2045	625,000	152,113	777,113
2046	675,000	118,519	793,519
2047	1,530,000	54,825	1,584,825
	<u>\$ 9,690,000</u>	<u>\$ 9,450,599</u>	<u>\$ 19,140,599</u>

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

**DENVER CONNECTION WEST METROPOLITAN DISTRICT**  
**Schedule of Cash Deposits & Investments**  
**January 31, 2022**  
**Updated as of March 14, 2022**

	General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Capital Projects Reserve Fund	Total
<b><u>1st Bank - Checking account</u></b>						
Balance as of 01/31/22	\$ 190,060.61	\$ 31,690.00	\$ 30,738.00	\$ 1,973.00	\$ 98,933.00	\$ 353,394.61
Subsequent activities:						
02/03/22 Paymentech fees	(40.85)	-	-	-	-	(40.85)
02/04/22 January check run (released in February)	(41,683.38)	(31,690.00)	-	-	-	(73,373.38)
02/07/22 Payment, bill.com - Insurance 2022	(450.00)	-	-	-	-	(450.00)
02/07/22 Denver Water pmnt - EFT	(76.06)	-	-	-	-	(76.06)
02/08/22 Transfer to UMB - pledged revenue	-	-	(30,700.00)	-	-	(30,700.00)
02/09/22 Denver Water pmnt - EFT	(312.24)	-	-	-	-	(312.24)
02/10/22 Property Tax - January	8,302.52	-	8,204.24	-	-	16,506.76
02/11/22 Deposit - HUB rentals	550.00	-	-	-	-	550.00
02/12/22 Deposit - Closing fees; Operation and Maintenance & HUB rentals	2,111.00	-	-	-	-	2,111.00
02/25/22 Deposit - Operation and Maintenance fee	293.00	-	-	-	-	293.00
02/25/22 Deposit - Closing fees; Operation and Maintenance & HUB rentals	2,765.96	-	-	-	-	2,765.96
02/25/22 Xcel Energy - EFT	(997.88)	-	-	-	-	(997.88)
02/25/22 February check run	(37,919.47)	-	-	-	-	(37,919.47)
March-22 Deposits, March - Closing fees; Operation and Maintenance & HUB rentals	5,861.00	-	-	-	-	5,861.00
March-22 Autopayments - Denver Water, Comcast	(459.00)	-	-	-	-	(459.00)
03/10/22 Bank charge	(30.00)	-	-	-	-	(30.00)
03/10/22 Property Tax - February	346,366.98	-	340,248.71	-	-	686,615.69
Anticipated pledged revenue transfer	-	-	(348,490.95)	-	-	(348,490.95)
Anticipated held checks release - GF & SRF, June - February	(43,107.41)	-	-	-	-	(43,107.41)
Held checks - CP, June	-	-	-	(4,365.36)	-	(4,365.36)
Held checks - CP, July	-	-	-	(6,766.95)	-	(6,766.95)
Held checks - CP, August	-	-	-	(5,980.01)	-	(5,980.01)
Held checks - CP, September	-	-	-	(5,965.00)	-	(5,965.00)
Held checks - CP, October	-	-	-	(7,600.63)	-	(7,600.63)
Held checks - CP, November	-	-	-	(4,545.00)	-	(4,545.00)
Held checks - CP, January	-	-	-	(720.00)	-	(720.00)
Held checks - CP, February	-	-	-	(295.00)	-	(295.00)
Anticipated Balance	431,234.78	-	-	(34,264.95)	98,933.00	495,902.83
***** Reserved for Capital Improvements	-	-	-	-	(98,933.00)	(98,933.00)
<b><u>INVESTMENTS</u></b>						
<b><u>Colostrust Plus</u></b>						
Balance as of 01/31/22	-	-	681.88	-	-	681.88
Subsequent activities: (none)						
02/28/22 Interest income	-	-	0.04	-	-	0.04
Anticipated Balance	-	-	681.92	-	-	681.92
<b><u>UMB - Bond Fund Series 2017A (146603.1)</u></b>						
Balance as of 01/31/22	-	-	118,750.80	-	-	118,750.80
Subsequent activities:						
02/08/22 Transfer from 1st Bank - pledged revenue	-	-	30,700.00	-	-	30,700.00
02/28/22 Transfer between UMB accounts (in excess of reserve)	-	-	54.89	-	-	54.89
02/28/22 Interest income (net of fees)	-	-	7.32	-	-	7.32
Anticipated transfer from 1st Bank - pledged revenue	-	-	348,490.95	-	-	348,490.95
Anticipated Balance	-	-	498,003.96	-	-	498,003.96
<b><u>UMB - Reserve Fund Series 2017A (146603.2)</u></b>						
Balance as of 01/31/22	-	-	793,572.47	-	-	793,572.47
Subsequent activities:						
02/28/22 Transfer between UMB accounts (in excess of reserve)	-	-	(54.89)	-	-	(54.89)
02/28/22 Interest income (net of fees)	-	-	41.08	-	-	41.08
Anticipated Balance	-	-	793,558.66	-	-	793,558.66
<b><u>UMB - Surplus Fund 2017A (146603.3)</u></b>						
Balance as of 01/31/22	-	-	975,383.40	-	-	975,383.40
Subsequent activities:						
02/28/22 Interest income (net of fees)	-	-	50.50	-	-	50.50
Anticipated Balance	-	-	975,433.90	-	-	975,433.90
<b><u>UMB - Sub Lmted Tax GO Bonds 2017B (146606.3)</u></b>						
Balance as of 01/31/22	-	-	2.07	-	-	2.07
Subsequent activities: (none)						
Anticipated Balance	-	-	2.07	-	-	2.07
<b><u>UMB - Sub 2017B Interest (146606.1)</u></b>						
Balance as of 01/31/22	-	-	2,666.71	-	-	2,666.71
Subsequent activities: (none)						
02/28/22 Interest income (net of fees)	-	-	0.12	-	-	0.12
Anticipated Balance	-	-	2,666.83	-	-	2,666.83
Anticipated Balances by fund	\$ 431,234.78	\$ -	\$ 2,270,345.27	\$ (34,264.95)	\$ -	\$ 2,667,315.10
<b><u>Yield information @ 02/28/22</u></b>						
UMB Bank (invested in CSAFE) - 0.07%						
CT Plus - 0.0981%						

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

**DENVER CONNECTION WEST METROPOLITAN DISTRICT**  
**Property Taxes Reconciliation**  
**2022**

	Current Year							Prior Year			
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	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	\$ 8,359.52	\$ -	\$ 8,230.82	\$ -	\$ (83.58)	\$ 16,506.76	0.50%	0.50%	19,930.78	1.87%	1.87%
February	686,083.51	-	7,378.22	4.41	(6,850.45)	686,615.69	40.99%	41.49%	350,239.74	39.82%	41.69%
March	-	-	-	-	-	-	0.00%	41.49%	53,039.23	5.65%	47.34%
April	-	-	-	-	-	-	0.00%	41.49%	49,323.75	5.19%	52.54%
May	-	-	-	-	-	-	0.00%	41.49%	71,621.76	7.82%	60.36%
June	-	-	-	-	-	-	0.00%	41.49%	328,005.21	37.26%	97.61%
July	-	-	-	-	-	-	0.00%	41.49%	21,399.02	1.94%	99.55%
August	-	-	-	-	-	-	0.00%	41.49%	7,596.41	0.30%	99.86%
September	-	-	-	-	-	-	0.00%	41.49%	3,946.47	0.00%	99.86%
October	-	-	-	-	-	-	0.00%	41.49%	4,044.30	0.00%	99.86%
November	-	-	-	-	-	-	0.00%	41.49%	5,029.48	0.06%	99.92%
December (accrued)	-	-	-	-	-	-	0.00%	41.49%	3,282.13	0.00%	99.92%
	<b>\$ 694,443.03</b>	<b>\$ -</b>	<b>\$ 15,609.04</b>	<b>\$ 4.41</b>	<b>\$ (6,934.03)</b>	<b>\$ 703,122.45</b>	<b>41.49%</b>	<b>41.49%</b>	<b>\$ 917,458.28</b>	<b>99.92%</b>	<b>99.92%</b>

**Property Tax**

	Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
General Fund	\$ 839,331	50.14%	\$ 348,228.24	41.49%
Debt Service Fund	834,478	49.86%	346,214.79	41.49%
<b>Total</b>	<b>\$ 1,673,809</b>	<b>100.00%</b>	<b>\$ 694,443.03</b>	<b>41.49%</b>

Mills Levied	Assessed Value
44.790	\$ 18,739,250
<b>44.531</b>	
<b>89.321</b>	

**Specific Ownership Tax**

	Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
General Fund	\$ 41,967	50.15%	\$ 7,827.18	18.65%
Debt Service Fund	41,724	49.85%	7,781.86	18.65%
<b>Total</b>	<b>\$ 83,691</b>	<b>100.00%</b>	<b>\$ 15,609.04</b>	<b>18.65%</b>

**Treasurer's Fees**

	Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
General Fund	\$ 8,393	20.00%	\$ 1,386.81	16.52%
Debt Service Fund	8,345	80.00%	5,547.22	66.47%
<b>Total</b>	<b>\$ 16,738</b>	<b>100.00%</b>	<b>\$ 6,934.03</b>	<b>41.43%</b>

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

## Pool Service Comparison

Company Name	R & R Aquatics	Pool & Spa Medics	Metro Pools
Per Sevice Cost	\$225.00	N/A	N/A
Per Week Cost	(Two Days a Week)\$450.00	N/A	(Seven Days a Week) \$952.00
Estimated Maintenance Cost	\$6,750.00	N/A	\$14,280.00
Spring Activation	\$3,500.00	\$2,000.00	\$1,500.00
Winter Shutdown	\$3,800.00	\$3,000.00	\$1,500.00
<b>Total</b>	<b>\$14,050.00</b>	<b>\$5,000.00</b>	<b>\$17,280.00</b>

**\*Does not include cost of chlorine**

2/18/2022



[randraquatics@outlook.com](mailto:randraquatics@outlook.com)

[randraquatics.com](http://randraquatics.com)

781-367-1246

Denver Connections West Community  
4746 Jasper Street  
Denver, CO 80239  
Outdoor Pool, Baby Pool & Spa

Attention: Shana  
Email: [sjones@sdmsi.com](mailto:sjones@sdmsi.com)  
Phone: (303) 987-0835

**Scope:**

**Scheduled Maintenance for Outdoor Facilities**

- Services to be done at **predetermined** intervals, with automation once or twice weekly is recommended.
- Properly maintain all mechanical components in relation to the pool/spa.
- Backwash sand filters.
- Clean pool/spa/decking as appropriate.
- Record all common parameters into onsite logbook.
- Test and adjust water chemistry.
- Calibrate chemical controllers.
- Clean injection fitting(s).
- Fill chemical crocks, as necessary.
- Change pump / inline strainer / skimmer basket(s).
- Clean and check robotic vacuum.
- Inspect all equipment.
- Repair sample stream and chemical feed tubing and fittings as needed.
- Repair minor problems as needed.
- Report all findings at time of service.
- Repairs to be quoted on a case-by-case basis.

**Totals:**  
**\$225.00** per one service

2/18/2022



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Phone: (303) 987-0835

**Note(s):**

- It is not our intention, but remains an option, for this to be a daily solution. Ideally, we would like to provide necessary support to setup and implement automated systems. Once stabilized we would like to provide training to in house staff.
- It is recommended to have a full-time CPO in addition to maintenance contract.
- Pricing reflects grouping of this maintenance contract with the three other districts.
- It is recommended to have a robotic vacuum and chemical automation system with remote monitoring for daily cleaning and chemical readings.
- Hourly rate for repairs: **\$120 per hour plus travel.**
- Spare parts that should be kept on site include:
  - Filter cartridges.
  - Chemical feeder(s), complete and wear components.
  - Bolt up spare for each water pump.
  - Strainer, pump, and skimmer basket(s), fittings.
  - Probes, gauges, and sensors.
  - Test kits and reagents.
- Parts are not included but can be provided.
- Chemical pricing is **not** included but can be provide.
- Chlorine tablets or trichlor will not be widely available during the 2022 season.
- Twice weekly estimated at **\$9,750** for the season.
- Basic chemical automation packages start at **\$5,000 per body of water.**
- Daily scheduled maintenance estimated at **\$28,500.**

I authorize the above:

**SDMS** | Special District  
Management  
Services, Inc.

Authorized signature & date



*Robert Barillot Jr 2/18/2022*

Authorized signature & date

2/18/2022



[randraquatics@outlook.com](mailto:randraquatics@outlook.com)

[randraquatics.com](http://randraquatics.com)

781-367-1246

Denver Connections West Community  
4746 Jasper Street  
Denver, CO 80239  
Outdoor Pool, Baby Pool & Spa

Attention: Shana  
Email: [sjones@sdmsi.com](mailto:sjones@sdmsi.com)  
Phone: (303) 987-0835

### Spring Start-up

- Remove cover, fold, and store on property.
- It is encouraged to have pool filled to the appropriate level, for start-up.
- Remove and store winterizing plugs from all inlets and outlets.
- Set up pool equipment [filters, chemical controllers, chemical feeders, pumps, heaters, ladders, inlets, suction fittings, baskets, lifts, and rails].
- Brush pool(s) interior.
- Shock pool with liquid chlorine.
- Return when water is clear for additional cleaning.
- Start-up all equipment.
- Test and adjust water chemistry.
- Dose pool with appropriate balancing chemicals.
- Drain and wash spa, refill from main pool, as applicable.
- Drain and wash baby pool, refill from main pool, as applicable.

### Winter Shutdown

- Water to be drained to appropriate level.
- Water is to be completely removed from all components.
- Disassemble and store onsite all equipment and drain pumps, filters, chemical controls, sanitizers, chemical feed equipment and heaters.
- Blow out complete plumbing system, excludes potable water.
- Plug all necessary inlets and outlets, add antifreeze as needed.
- Treat pool water using winter chemicals.
- Secure provided cover over the pool.

### Note(s):

- Chemicals not included in price but can be provided.
- Winter chemicals and antifreeze included.
- May be necessary to leave running drainage pumps for proper winterization.
- Provide location to properly dispose of pump discharge and other organic debris.
- Does not include winterization of potable water lines or backflow preventor(s).
  - Service can be provided for an additional fee.
- To vacuum pool(s). – **Add: predetermined service rate of \$225 per**
- To chemically clean filters. – **Add: \$400.00 per tank**
- To drain and power and/or chemical wash any body of water. – **Add: \$1,200.00 per day**

2/18/2022



[randraquatics@outlook.com](mailto:randraquatics@outlook.com)

[randraquatics.com](http://randraquatics.com)

781-367-1246

Denver Connections West Community  
4746 Jasper Street  
Denver, CO 80239  
Outdoor Pool, Baby Pool & Spa

Attention: Shana  
Email: [sjones@sdmsi.com](mailto:sjones@sdmsi.com)  
Phone: (303) 987-0835

Winter shut down: **\$3,500**

Spring start-up: **\$3,800**

I authorize the above:

**SDMS** | Special District  
Management  
Services, Inc.

Authorized signature & date



*Robert Barillot Jr 2/18/2022*

Authorized signature & date

**Pool & Spa Medics**  
 29475 E 165th Ave  
 Brighton, CO 80603 US  
 303-993-6360  
 poolandspamedics@gmail.com



## Estimate

**ADDRESS**

Shana Jones  
 Special district management  
 services

**ESTIMATE # 2416**

**DATE 02/07/2022**

ACTIVITY	QTY	RATE	AMOUNT
Large pool			
<b>Pool Opening</b> Open pool, set chemicals and start up equipment	1	450.00	450.00
<b>Mesh Winter Pool Cover</b> remove cover from pool and fold up and put in storage	2	125.00	250.00
			Subtotal: 700.00
<b>Pool Winterization</b> Drain pool down and blow out all pool lines. Remove jet covers and plug lines. . This price does not include chemicals or antifreeze	1	550.00	550.00
<b>Winterization Chemicals</b> chlorine, antifreeze, algaecide	1	300.00	300.00
<b>Mesh Winter Pool Cover</b> put safety cover on pool	2	125.00	250.00
			Subtotal: 1,100.00
HOT TUB			
<b>Spa opening</b> Fill, set chemicals and start up equipment	1	400.00	400.00
<b>Mesh Winter Pool Cover</b> remove cover and put away	2	125.00	250.00
			Subtotal: 650.00
<b>Spa Winterization</b> drain down spa, blow out spa lines, remove	1	450.00	450.00

ACTIVITY	QTY	RATE	AMOUNT
jet faces and plug lines.			
<b>Winterization Chemicals</b> chlorine, antifreeze, algaecide	1	200.00	200.00
<b>Mesh Winter Pool Cover</b> put Safety cover on spa	2	125.00	250.00
			Subtotal: 900.00
Kidde Pool			
<b>Pool Opening</b> Open pool, set chemicals and start up equipment	1	400.00	400.00
<b>Mesh Winter Pool Cover</b> remove cover and put away	2	125.00	250.00
			Subtotal: 650.00
<b>Pool Winterization</b> Drain pool down and blow out all pool lines. Remove jet covers and plug lines. This price does not include chemicals or antifreeze.	1	450.00	450.00
<b>Winterization Chemicals</b> chlorine, antifreeze, algaecide	1	300.00	300.00
<b>Mesh Winter Pool Cover</b> put safety cover on	2	125.00	250.00
			Subtotal: 1,000.00

Here is a copy of your Estimate. If you have any questions just let us know.

TOTAL

**\$5,000.00**

Pool & Spa Medics  
Office: 303-993-6360  
Cell: 303-842-5278

Accepted By

Accepted Date



# **METROPOOLS**

**NOT YOUR AVERAGE POOL BOY**

## **GENERAL SERVICE AGREEMENT**

**THIS GENERAL SERVICE AGREEMENT (the "Agreement") is dated this  
2/8/2022**

### **CLIENT**

Avion Community Hub  
4746 Jasper St Denver CO  
(the "Client" or "Association")

### **CONTRACTOR**

Metro Pools Colorado  
PO Box 441134  
Aurora, CO 80014  
  
(the "Contractor" or "Metro Pools")

**1. Background**

- a. The Contractor represents it has the necessary qualifications, experience, and abilities to provide services to the Client, and Client desires to retain Contractor to provide such services.
- b. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

**2. Services Provided**

- a. The Client hereby agrees to engage the Contractor to provide the Client with the following services described herein and as set forth on Exhibit A attached hereto and incorporated herein (the "Services"):
  - Pool Opening:** Contractor shall take all actions necessary to fully prepare the pool for the Avion Community Hub on May 28, 2022, and May 27, 2023. First monthly installment payment must be received by May 1 to guarantee opening date before Memorial Day Weekend.
  - Pool Closing:** Contractor shall winterize the pool at the end of the swim season. All appropriate procedures to protect the pool and associated equipment will be accomplished.
  - Weekly/Daily Maintenance:** OPERATION OF THE POOL. Metro Pools will provide the services for the actual operation of the pool 7 (Seven) days per week (excluding Holidays- if a Holiday does fall within the normal days- the next following day will be the next day of service however, if a Holiday is requested the rate for the day will be an additional \$250.)
- b. The Services will also include any other tasks which the Parties may agree on in writing and additional fees may apply. The Contractor hereby agrees to provide such Services to the Client.

**3. Term of Agreement**

- a. The term of this Agreement (the "term") will begin on the date of this Agreement and will remain in full force and effect until October 31, 2023 subject to earlier termination as provided in this agreement. The term may be extended with written consent of the parties.
- b. In the event that either party wishes to terminate this agreement prior to October 31, 2023 that party will be required to provide five days written notice to the other party

**4. Performance**

- a. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

**5. Currency**

- a. Except as otherwise provided in this agreement, all monetary amounts referred into this agreement are in U.S. dollars.

**6. Compensation:**

- a. The Contractor will charge the client for the Services as follows
- b. Pool Opening: \$1500 each occurrence
- c. Weekly Maintenance: \$ 952
- d. Pool Closing: \$1500 each occurrence
- e. Invoices submitted by the Contractor to the Client are due within 30 days of receipt. Contract total will be divided into 6 equal payment installments, the first installment payment will be due May 1.
- f. In the event that this agreement is terminated by the client prior to completion of the services but where the services have been partially performed, the contractor will be entitled to pro rata payment of the compensation to the date of termination provided that there has been no breach of contract on the part of the contractor.

**7. Reimbursement of Expenses**

- a. The Contractor will be reimbursed from time to time for a reasonable and necessary expenses incurred by the Contractor in connection with providing the Services.
- b. All expenses in excess of \$500 must be pre-approved by the Client.

**8. Interest on late payment**

- a. Interest payable on any overdue amounts under this agreement is charged at a rate of 12% per annum or at the maximum rate enforceable under applicable legislation whichever is lower.

**9. Return of Property**

- a. Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or confidential information which is the property of the Client

**10. Capacity / Independent contractor**

- a. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state, and federal taxes related to payments made to the Contractor under this Agreement.

**11. Right of Substitution**

- a. Except as otherwise provided in this Agreement, the Contractor may, at the Contractor's absolute discretion, engage a third-party sub-contractor to perform some or all of the obligations of the Contractor under this Agreement provided that any subcontractor shall maintain the same level of insurance as required by Contractor under this Agreement.
- b. In the event the Contractor hires a sub-contractor:
  - i. The contractor will pay the subcontract for the services and Compensation will remain payable by the Client to the Contractor.
  - ii. For the purpose of the indemnification clause of this Agreement, the subcontractor is an agent of the Contractor.

**12. Autonomy**

- a. Except as otherwise provided in this Agreement, the Contractor will have full control over working time methods and decision making in relation to provisions of the Services in accordance with this Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

**13. Equipment**

- a. Except as otherwise provided in this Agreement, the Contractor will provide at the Contractor's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement. (A list will be provided for each location).

**14. No Exclusivity**

- a. The parties acknowledge that in this Agreement is not exclusive in it either party will be free during and after the term to engage or contract with third parties for provision of Services similar to the Services.

**15. Notice**

- a. All notices, request, demands, or other communication required or permitted by the terms of this agreement will be given in writing and delivered to the parties at the following addresses:
  - i. Metro Pool Colorado. PO Box 441134 Aurora, CO 80014.
  - ii. Avion Community Hub. c/o Special District Management services 141 Union Blvd. Suite 150, Lakewood, Colorado 80228-1898.

**16. Indemnification**

- a. Contractor shall indemnify and hold harmless Association and its agents and employees from and against all claims, damages, losses, liabilities and expenses, including but not limited to attorneys' fees incurred in defending against same, arising out of or resulting from the performance of Contractor's work under this agreement, caused by the negligent or intentional acts or omissions of Contractor, a subcontractor, or anyone directly or indirectly employed by them, except for the sole negligence or intentional misconduct of Association. This indemnification will survive the termination of this Agreement.

**17. Additional Clauses**

- a. Hours: Contractor shall have pool ready for use from May 28, 2022, through September 5, 2022, and May 27, 2023, through September 4, 2023, for the Avion Community Hub. Contractor shall comply with the scheduled hours of operation set forth: Metro Pool hours of normal operation are 8-4 Monday thru Friday. Labor rate for additional work and/or repairs done during regular business hours will be done at a rate of \$165 per man hour, including \$135 trip charge depending on the magnitude of the work, unless otherwise noted or proposed in writing. Emergency calls outside of this time frame, or emergency calls to address fecal matter or acts of vandalism will be charged at the emergency rate of \$250 per hour including \$135 trip charge.
- b. Chemicals: Contractor shall provide all necessary pool chemicals. Chemicals will be estimated at the beginning of the season and divided into 6 monthly payments, the first which is due by May 1 with chemicals provided listed each month. Actual chemical usage will be reconciled at the end of season and final bill will reflect any credits or charges due. Association will be responsible for paying all chemical costs.
- c. Pump House and Pool/Spa Area: the pump house will be kept in a neat, clean manner. Metro pools will check all necessary gauges, valves, and equipment, to include the heater and backwash the filters as necessary. Pool temperature will be kept as close to the temperature requested by the board as possible.
- d. Equipment Malfunctions: Any malfunctions of the pool/spa equipment during the term of this here of shall be promptly brought to the attention of the association for resolution. Weekly rates are calculated on based on trip charges and hourly cleaning rates based on assumptions that equipment is in proper working condition. In the event that the equipment does not meet state accepted turnover rates and creates longer cleaning times or proposal will be submitted to repair equipment. If refused weekly rates could increase to reflect time spent on property or pool will be closed due to unsanitary conditions. Unless malfunctioning, equipment was caused by metro poles workmanship or negligence, metro pools will not be held liable for the last time due to malfunctioning equipment and regular contract really will continue to apply for the remainder of this term. No expense in excess of \$500 shall be incurred by the contractor without the express permission of the association's manager or an association board member. Except for emergencies, the association will be notified or repairs before they have begun. If the association cannot be reached in an emergency situation, repairs to prevent further damage and or make the area safe may be completed without consent.
- e. Insurance: Prior to performing any work on the Association property, Contractor shall provide a certificate of insurance to the socation naming the association as an additional insured and evidencing the following coverage. Workman's compensation and employers' liability in the amount of \$500,000, general liability in the amount of 1,000,000 dollars each occurrence and 1,500,000 aggregate, and comprehensive automobile bill liability and amount of \$500,000 combined single limit.

**18. Modification of Agreement**

- a. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidence in writing signed by each party or an authorized representative of each party.

**19. Time of Essence**

- a. Time is of the essence in this Agreement period no extension or variation of this agreement will operate as a waiver of this provision.

**20. Assignment**

- a. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligation under this agreement without prior written of the Client.

**21. Entire Agreement**

- a. It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement.

**22. Governing law and Attorney's fees**

- a. In this Agreement will be governed by the construed in accordance with laws of state of Colorado. In the event of litigation or for the enforcement of any of the terms and conditions of this agreement, the prevailing party shall be entitled to recover, and additional to damage or relief, attorneys' fees, legal fees, collection cost, court cost, fees and expenses and interest.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this 2/8/2022.

The Homeowners Association of Avion Community Hub

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

Metro Pools Service and Supply

By: \_\_\_\_\_  
Gary R. Clark, Jr., Managing Member

Weekly/Daily Service Explained Openings/Closings Detail

# Avion Community Hub

1800 sq. ft Pool 300 sq. ft wader 300 sq. ft spa



**MetroPool Systems**

Phone 720.244.4155. Email: [cs@metropoolscolorado.com](mailto:cs@metropoolscolorado.com)

Feb. 8, 2022

Good for 30 days.

4746 Jasper St. Denver CO

Shana Jones

[sjones@sdmsi.com](mailto:sjones@sdmsi.com)

**Cleaing, Opening & Closing costs 2022**

**Technical Services**

1	Pool Opening 2022
1	Weekly Maintiance (7 days a week)
1	Pool Closing Oct 2022

Above does not include CHEMICALS

6 Monthly Installments

Date	
Opening 2022	\$1,500.00
Maintenance 2022	\$14,280.00
Closing 2022	\$1,500.00
<b>Total</b>	<b>\$17,280.00</b>

**May 1 payment date**

**\$2,880.00**

**Cleaing, Opening & Closing costs 2023**

**Technical Services**

1	Pool Opening 2023
1	Weekly Maintiance (7 days a week)
1	Pool Closing Oct 2023

Above does not include CHEMICALS

6 Monthly Installments

Date	
Opening 2023	\$1,500.00
Maintenance 2023	\$14,280.00
Closing 2023	\$1,500.00
<b>Total</b>	<b>\$17,280.00</b>

**May 1 payment date**

**\$2,880.00**

Opening Explained	Closing Explained
On or around April 15, the pool covers shall be removed, cleaned appropriately and properly stored for the summer in the pump room. Anchor bolts shall be secured so as not to cause a hazard on the pool deck. The pool shall then be drained and cleaned using the appropriate chemicals to whiten, without damaging, the surface.	All water lines shall be blown out with compressed air and plugged.
Draining will be accomplished using a portable pump; installed pumps shall not be used for draining.	All pool hardware shall be stored in the pump house.
Effluent shall be pumped to the curbside. All applicable City, County, and/or State regulations governing the draining and the cleaning of the pools shall be observed and adhered to.	The pump house shall be cleaned, and all pool furniture stored.
All plugs shall be removed and stored.	Any old or worn plugs shall be replaced at Associations expense
Pool hardware and necessary pertinences shall be installed.	The pool covers shall be properly reinstalled and connected to all
Pool lights shall be checked for operation and new lights installed, at the "Association's" expense, if required.	Any old or worn deck anchors shall be replaced at Associations expense.
The main drain shall be cleaned, and all hydrostatic valves shall be checked to insure seating.	The water valve next to the pump will be turned to the off position.
The pool shall be filled, all pumps tested, and the furnace made ready for operations. The water should be circulated, and furnace turned on one week before the opening date.	All water lines will be blown back to the backflow preventer. Heat tape will be used to prevent freezing at any point that cannot be blown out. Metro Pools assumes no liability for water lines beyond
Any repairs considered advisable by Contractor shall be brought to the attention of the Association for corrective action. If Contractor is given approval such repairs, Association will be charged at the rate of \$150.00 per hour for service.	Evaluation of pool condition at the end of the season, with recommended repairs presented to board.
It is the responsibility of the owner/manager to provide working keys and/or access codes. If full access to the property is not granted prior to April 1, additional charges or changes to opening date may apply.	Building and bathroom plumbing blowout to be performed by plumbing service hired by HOA outside of pool service contract. Metro Pools can be contracted to blow out bathroom and/or pool building plumbing if requested in writing and paid by HOA.
Heavy staining requiring extra acid wash or heavy cleaning will incur extra charges, particularly for pools that haven't been opened or closed for the last season or by Metro Pools.	Pool and Patio Furniture will be cleaned and stored at the "pool" location or additional fees may be applied.
Pool and Patio Furniture will clean and set up furniture not stored at the association (pool area) will incur additional charges.	

## Weekly/Daily Explained

<input checked="" type="checkbox"/>	Maintain pool daily in a neat, clean manner.
<input type="checkbox"/>	Maintaining chemical tests and records. These records are to include pH level, chlorine level, pool temperature, and any variations in the pool chemical balance.
<input checked="" type="checkbox"/>	Effluent shall be pumped to the curbside. All applicable City, County, and/or State regulations governing the draining and the cleaning of the pools shall be observed and adhered to.
<input type="checkbox"/>	Pick up large debris trash in pool and common area and take trash out as necessary.
<input checked="" type="checkbox"/>	Vacuum and/or brush and clean tile as needed, skim debris from pool and spa surface, clean all lint pots and skimmer baskets.
<input type="checkbox"/>	Wash pool deck once per week. Additional pressure wash of deck can be provided at a cost of \$85/hr
<input checked="" type="checkbox"/>	Extra charges will be applied for excessive trash or leaf debris clean up at regular hourly rate. Excessive debris will be documented by Metro Pools.
<input type="checkbox"/>	Cost for service includes prorated maintenance services the week leading up to opening.



# 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 it's 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: \_\_\_\_\_

Client Initials ICM



2131 S. JASMINE ST. PHONE: (720) 644-9300  
 DENVER, CO 80222 FAX: (720) 876-2004  
 WWW.ETGSYSTEMS.COM INFO@ETGSYSTEMS.COM

**Quote**

No.: **20580**

Date: 11/29/2021

Denver Connection HUB  
 4746 N Jasper St  
 Denver, CO 80239 USA

Prepared for: Ryan Williams  
 Prepared by: Mihai Simon

**Scope of Work:**

Provide new 1500VA UPS for Camera system. Due to power outages camera feeds are going offline. the UPS will maintain the camera feeds to the central station.

Provide new wireless gateway and router for remote access. Current device is not allowing remote access to cameras for managers. New gateway will be programmable to allow remote access to cameras and access control keycard systems.

Quantity	Part Number	Description
1		1500VA UP Rack mount power supply
1		Router/Firewall for network security and remote access
1.00	LBR-INST-WANNET	Set up WAN Port Forwarding
1.00	LBR-INST-FIREWALL	Install & Program Firewall/Gateway

**Total: \$1,641.00**

Prices are firm until 12/29/2021

**Prepared by:** Mihai Simon, Mihai@etgsystems.com

**Date:** 11/29/2021

**Accepted by:** \_\_\_\_\_

**Date:** \_\_\_\_\_