

DENVER CONNECTION WEST METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 • 800-741-3254
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<https://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
Tina Woodard	Assistant Secretary	2023/May 2023
Shawn Hampleton		2025/May 2025
Jeff Hall		2025/May 2025
Vacant		2023/May 2023
Matt Cohrs	Secretary	

DATE: May 24, 2022
TIME: 6:00 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.

- C. Review and approve Minutes of the March 22, 2022 Regular Meeting and April 26, 2022 Special Meeting.

- D. Discuss results of May 3, 2022 Regular Election.

- E. Discuss the vacancy on the Board and consider the appointment of District eligible elector, to the Board of Directors of the District. Administer Oath of Office.

F. Consider appointment of Officers:

President _____
 Treasurer _____
 Secretary _____
 Asst. Secretary _____
 Asst. Secretary _____
 Asst. Secretary _____

G. Consider authorizing interested Board Members to attend the 2022 Special District Association’s Annual Conference in Keystone on September 13, 14 and 15, 2022.

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. Review and consider ratification of payment of claims as follows:

Fund	Period Ending March 31, 2022	Period Ending April 30, 2022	Period Ending May 31, 2022
General	\$ 100,003.08	\$ 48,595.55	\$ 87,092.55
Debt	\$ -0-	\$ -0-	\$ -0-
Capital	\$ 5,352.50	\$ 712.50	\$ 2,080.00
Special Revenue	\$ -0-	\$ -0-	\$ -0-
Total	\$ 105,355.58	\$ 49,308.05	\$ 89,172.55

B. Consider acceptance of the unaudited financial statements, dated April 30, 2022, property taxes reconciliation 2022, and the schedule of cash position for the period ending April 30, 2022, updated as of May 19, 2022.

C. Review investments options with UMB Bank, N.A. and authorize necessary actions in connection therewith.

- D. Consider approval of a Master Service Agreement with CliftonLarsonAllen LLP (enclosure).
-

IV. CITY PARK PROJECT / SUBORDINATE GENERAL OBLIGATION BONDS 2022B⁽³⁾

- A. Report from Construction Committee regarding City park project.
-
- B. Update on status of discussions with the City and County of Denver regarding funding for the City park.
-
- C. Discuss status of Subordinate General Obligation Bonds, Series 2022B⁽³⁾.
-

V. LEGAL MATTERS

- A. Discuss status of tract and improvement acquisition.
-
- B. Discuss Denver Connection West Metropolitan District Bylaws and direct action related thereto.
-

VI. CAPITAL REPAIR / REPLACEMENT MATTERS

- A. 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.
-

VII. OPERATIONS AND MAINTENANCE

- A. Discuss HUB and pool operations and staffing.
-

- B. Discuss potential Fourth Amended and Restated District Facilities Rules and Regulations.

- C. Review and consider approval of Service Agreement with United States Protective Service, LLC for protection services.

- D. Other.

VII. COVENANT ENFORCEMENT/DESIGN REVIEW/OPERATIONS

- A. Discuss Community Manager’s Report.

- 1. Discuss Violation Report.

- 2. Discuss covenant enforcement policies and procedures and consider authorizing amendments thereto.

- B. Architectural Review Committee (“ARC”)

- 1. Update from ARC.

- 2. Discuss unapproved architectural change.

- C. Social Committee

- 1. Update from Social Committee.

VIII. OTHER BUSINESS

- A. _____

IX. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEUDLED FOR
JULY 26, 2022, AT 6:00 P.M.**

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE DENVER CONNECTION WEST METROPOLITAN DISTRICT (THE “DISTRICT”) HELD MARCH 22, 2022

A Regular Meeting of the Board of Directors of the Denver Connection West Metropolitan District (referred to hereafter as the “Board”) was convened on Tuesday, March 22, 2022 at 6:00 p.m. This District Board meeting was held by Zoom. The meeting was open to the public via Zoom.

Directors In Attendance Were:

Marc Robson
Jeffery Hall
Shawn Hampleton

Following discussion, upon motion duly made by Director Hampleton, seconded by Director Hall and, upon vote, unanimously carried, the absence of Director Woodard was excused.

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.

Yelena Primachenko; CliftonLarsonAllen LLP

Brooke Hutchens; D.A. Davidson & Co. (for a portion of the meeting)

Anne D. Bensard; Kutak Rock LLP (for a portion of the meeting)

Jason Burningham; Lewis Young Robertson & Burningham, Inc. (for a portion of the meeting)

Public In Attendance Were:

Tye Brown (for a portion of the meeting)

**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

RECORD OF PROCEEDINGS

scheduled for discussion at this meeting. No disclosures were made, and it was noted that all Directors are residents of the District.

ADMINISTRATIVE MATTERS

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

Following discussion, upon motion duly made by Director Hampleton, seconded by Director Hall 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 February 15, 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 February 15, 2022 Special Meeting were approved.

May 3, 2022 Regular Directors' Election: Mr. Cohrs provided an update to the Board regarding the May 3, 2022 Regular Directors' Election, noting that three Self-Nominations were returned for two Board seats, therefore, an election would be conducted.

PUBLIC COMMENTS

There were no public comments.

FINANCIAL MATTERS

Claims: The Board reviewed and considered ratifying approval of the payment of claims for the period ending as follows:

Fund	Period Ending January 31, 2022	Period Ending February 28, 2022
General	\$ 7,052.73	\$ 13,301.15
Debt Service	\$ -0-	\$ -0-
Capital Projects	\$ 720.00	\$ -0-
Total Claims	\$ 58,474.99	\$ 28,967.53
	\$ 66,247.72	\$ 42,268.68

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

RECORD OF PROCEEDINGS

Unaudited Financial Statements and Schedule of Cash Position: Ms. Primachenko reviewed with the Board the unaudited financial statements, dated January 31, 2022 and the schedule of cash position, dated January 31, 2022, updated as of March 14, 2022.

Following discussion, upon motion duly made by Director Robson, seconded by Director Hambleton and, upon vote, unanimously carried, the Board accepted the unaudited financial statements, dated January 31, 2022 and the schedule of cash position, dated January 31, 2022, updated as of March 14, 2022, as presented.

General Fund Mill Levy: Mr. Cohrs reported that he occasionally receives questions about the Operations & Maintenance (O&M) Fees vs. the O&M Mill Levy, but that most everyone understood once he provided the explanation.

2022 Budget Amendment Hearing: The President opened the public hearing to consider a Resolution to Amend the 2022 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of a Resolution to Amend the 2022 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing. No public comments were received, and the public hearing was closed.

Ms. Primachenko informed the Board that an amendment to the 2022 Budget was required.

Following review and discussion, upon motion duly made by Director Robson, seconded by Director Hall and, upon vote, unanimously carried, the Board adopted Resolution No. 2022-03-01 to Amend the 2022 Budget. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

CONSTRUCTION MATTERS

Construction Committee Report: Attorney Cortese briefly summarized the status of the estimated costs of the park project, and status of discussions with the City of Denver. The Board directed the Consultants to prepare a summary of costs for presentation at a special Board meeting on April 26, 2022 at 5:30 p.m., via Zoom.

Engineer's Report: Mr. Cohrs estimated that the concrete, landscaping and other costs would be approximately \$600,000.00.

LEGAL MATTERS

Engagement of Bond Counsel: The Board entered into discussion regarding the engagement of Kutak Rock LLP to serve as Bond Counsel.

RECORD OF PROCEEDINGS

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

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 \$11,350,000 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 \$1,400,000, 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.:

Attorney Bensard reviewed with the Board the Resolution authorizing the Series 2022A-1 Loan in the maximum principal amount of not to exceed \$11,350,000 and the Series 2022A-2 Loan in the maximum principal amount of not to exceed up to \$1,400,000 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. It was noted that the Resolution authorizes 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.

Following discussion, upon motion duly made by Director Hall, seconded by Director Robson and, upon vote, unanimously carried, the Board adopted the Resolution authorizing the Series 2022 Loans 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 Board further ratified the acts previously taken concerning said Series 2022 Loans; repealed all resolutions in conflict therewith; and provided for other matters relating thereto.

Engagement of External Financial Advisor to District: The Board entered into discussion regarding the engagement of engagement of Lewis Young Robertson & Burningham, Inc. as External Financial Advisor to District.

Following discussion, upon motion duly made by Director Robson, seconded by Director Hampton and, upon vote, unanimously carried, the Board ratified approval

RECORD OF PROCEEDINGS

of the engagement of Lewis Young Robertson & Burningham, Inc. as External Financial Advisor to District.

Discussions with the City and County of Denver (the “City”) Regarding Funding for the City Park: This item was discussed under the Construction Matters as previously noted.

Status of Tract and Improvement Acquisition: The Board deferred discussion.

Status of Warranty Walk-Through Items: The Board deferred discussion.

Warranty Walk-Through on the HUB Facility: The Board deferred discussion.

Irrigation Items: The Board deferred discussion.

Plantings, Open Space Amenities, and Concrete Items: The Board deferred discussion.

Other: The Board deferred discussion.

District Bylaws: The Board deferred discussion.

OPERATIONS AND MAINTENANCE

HUB and Pool Operations: It was noted the installation of benches is in progress.

Proposals for Pool Service at the Avion Community HUB: Ms. Ripko reviewed with the Board proposals for Pool Service at the Avion Community HUB.

Following discussion, upon motion duly made by Director Robson, seconded by Director Hall and, upon vote, unanimously carried, the Board approved the proposal from Metro Pools Service & Supply for Pool Service at the Avion Community HUB and authorized execution of a Service Agreement for said services.

Pool Operations: Ms. Ripko updated the Board on the pool operations. She reported that the SDMS staff can rotate staffing at the HUB, but the District will be charged for travel time and work related to the HUB, not for other work done there. The Board directed Ms. Ripko to present a plan for pool operations for the 2022 season at the April 26, 2022 meeting.

Service Agreement with United States Protective Service, LLC for Protection Services: Ms. Ripko recommended to the Board that the protection services be used for patrol services and not for the pool. The Board deferred discussion.

RECORD OF PROCEEDINGS

Proposal from ETG Systems, Inc. – High Value Asset Protection for a Rack Mount Power Supply for the Camera System: The Board reviewed a proposal from ETG Systems, Inc. – High Value Asset Protection for a rack mount power supply for the camera system.

Following discussion, upon motion duly made by Director Hall, seconded by Director Hampleton and, upon vote, unanimously carried, the Board approved the proposal from ETG Systems, Inc. – High Value Asset Protection for a rack mount power supply for the camera system.

Other: There were no other matters.

COVENANT ENFORCEMENT/ DESIGN REVIEW/ OPERATIONS

Community Manager’s Report: None presented.

Violation Report: Ms. Ripko presented the Violation Report to the Board.

Architectural Review Committee (“ARC”)

Update from ARC: Director Robson reported to the Board that an email blast will be sent to remind Residents to complete Design Review Forms.

Unapproved Architectural Change: Ms. Ripko reported to the Board that a homeowner installed an unapproved front porch. She noted that notices were sent to request a form to be completed, but there was no response. The Board deferred discussion.

Social Committee

Update from Social Committee: The Board deferred discussion.

Presentation on Covenant Process: The Board deferred discussion.

OTHER BUSINESS

There was no other business.

RECORD OF PROCEEDINGS

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

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE DENVER CONNECTION WEST METROPOLITAN DISTRICT (THE “DISTRICT”) HELD APRIL 26, 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, April 26, 2022 at 5:30 p.m. This District Board meeting was held by Zoom. The meeting was open to the public via Zoom.

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.

Yelena Primachenko; CliftonLarsonAllen LLP

Patrick Colleran; D.A. Davidson & Co. (for a portion of the meeting)

Kim Fiore; Independent District Engineering Services, LLC

Bob Bongiovanni; Resident

**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.

**ADMINISTRATIVE
MATTERS**

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

RECORD OF PROCEEDINGS

The Board removed the Bylaws discussion and moved Legal Matters to the start of the meeting to accommodate guests for the bond discussion. Following discussion, upon motion duly made by Director Robson, seconded by Director Woodard and, upon vote, unanimously carried, the Board approved the Agenda as amended.

Meeting Location: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. Following discussion, the Board noted 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.

Update on 2022B Subordinate Bonds: Mr. Colleran gave a brief update to the Board on interest rates, noting that rates change daily, which could potentially reduce the anticipated net proceeds for the project fund by approximately \$20,000.

PUBLIC COMMENTS

There were no public comments.

FINANCIAL MATTERS

Unaudited Financial Statements and Schedule of Cash Position: Ms. Primachenko reviewed with the Board the unaudited financial statements, dated March 31, 2022 and the schedule of cash position, dated March 31, 2022, updated as of April 26, 2022.

Following discussion, upon motion duly made by Director Hall, seconded by Director Robson and, upon vote, unanimously carried, the Board accepted the unaudited financial statements, dated March 31, 2022 and the schedule of cash position, dated March 31, 2022, updated as of April 26, 2022, as presented.

CONSTRUCTION MATTERS

Presentation by District Consultants Regarding Estimated Costs (Construction, Soft Costs, etc.) Related to Completion of the City Park: The Consultants presented to the Board a summary of estimated costs (construction, soft costs, etc.) related to completion of the City park.

LEGAL MATTERS

Resolution Regarding Continuing Disclosure Policies and Procedures Related to Series 2022 Loans: The Board reviewed a Resolution Regarding Continuing Disclosure Policies and Procedures Related to Series 2022 Loans.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Robson and seconded by Director Hall, upon vote unanimously carried, the Board adopted the Resolution Regarding Continuing Disclosure Policies and Procedures Related to Series 2022 Loans.

Discussions with the City and County of Denver (the “City”) Regarding Funding for the City Park: Attorney Cortese updated the Board on the discussions with the City and County of Denver (the “City”) regarding funding for the City park. The Board directed District Counsel to continue discussions with the City regarding a potential letter agreement of Memorandum of Understanding with respect to the City’s repayment to the District.

Status of Tract and Improvement Acquisition: Attorney Cortese updated the Board on the status of tract and improvement acquisition. She noted that the current understanding is that Taylor Morrison will terminate the Facilities Funding Agreement after the bonds are obtained.

Status of Warranty Walk-Through Items:

Warranty Walk-Through on the HUB Facility: It was noted that the pool plaster repair and light fixtures are the final items to be completed.

Irrigation Items: Mr. Cohrs discussed coordination of turning on the irrigation system.

Plantings, Open Space Amenities, and Concrete Items: Mr. Cohrs reported that SDMS is attempting to engage a provider to install the replacement benches. The Board directed this installation be completed ASAP. Ms. Fiore will consult with IDES regarding IDES’s ability to provide construction management on the landscaping repair/replacement items.

District Bylaws: This topic was removed when the agenda was amended.

OPERATIONS AND MAINTENANCE

HUB and Pool Operations: Ms. Ripko updated the Board on the key distribution in May. The Board further entered into discussion regarding the cost of pool access keys in the Third Amended and Restated District Facilities Rules and Regulations.

Following discussion, upon motion duly made by Director Robson, seconded by Director Hambleton and, upon vote, unanimously carried, the Board directed District Counsel to draft proposed revisions to the Third Amended and Restated District Facilities Rules and Regulations to update the charge for pool access keys or replacement thereof.

RECORD OF PROCEEDINGS

Service Agreement with United States Protective Service, LLC for Protection Services: The Board tabled discussion pending review of additional responses.

Other: There were no other matters.

**COVENANT
ENFORCEMENT/
DESIGN REVIEW/
OPERATIONS**

Community Manager's Report: Ms. Ripko presented the Community Manager's Report to the Board.

Violation Report: Ms. Ripko presented the Violation Report to the Board.

Presentation on Covenant Process: Ms. Ripko made a presentation on Covenant Process. The Board further discussed the covenant enforcement action with Altitude Community Law on the home on Helena.

Architectural Review Committee ("ARC")

Update from ARC: Mr. Bongiovanni reported to the Board that eight (8) applications were received of which four (4) were approved, one (1) was denied and three (3) are pending additional information.

Unapproved Architectural Change: This item was in the discussion from ARC above.

Social Committee

Update from Social Committee: The Board deferred discussion.

OTHER BUSINESS

There was no other business.

ADJOURNMENT

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

Respectfully submitted,

By _____
Secretary for the Meeting

**CANVASS BOARD'S
CERTIFICATE OF DETERMINATION
(CERTIFICATE OF RESULTS)**

**FOR THE MAIL BALLOT ELECTION HELD ON MAY 3, 2022
DENVER CONNECTION WEST METROPOLITAN DISTRICT**

CITY AND COUNTY OF DENVER, COLORADO

§1-11-103, 1-13.5-1305, 32-1-104(1), CRS

Each of the undersigned members of the Canvass Board of the Denver Connection West Metropolitan District certifies that the following is a true and correct abstract of the votes cast at the mail ballot election of the Denver Connection West Metropolitan District, at which time the eligible electors of the Denver Connection West Metropolitan District voted as indicated on the attached Judges' Certificate of Election Returns, and as a result of which the eligible electors elected to the office the following Directors and the votes cast for and against each ballot issue and ballot question submitted were as follows:

Jeff Hall	3-year term
Shawn Hampleton	3-year term

CERTIFIED this 12th day of May, 2022.



Designated Election Official



Canvasser



Canvasser

Contact Person for the District:
Business Address of the District:
Telephone Number:

Matt Cohrs, District Manager
141 Union Boulevard, Suite 150
Lakewood, CO 80228
(303) 987 0835

Denver Connection West Metropolitan District
March-22

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
CliftonLarsonAllen LLP	3175861	2/28/2022	2/28/2022	\$ 3,843.44	Accounting - GF	107000
Comcast	0916181 02-22	3/3/2022	3/28/2022	\$ 304.74	Clubhouse operations/supplies-SRF(GF)	107203
Denver Water	16093 02-22	2/15/2022	3/8/2022	\$ 76.06	Utility - water/sewer-SRF(GF)	107489
Denver Water	4690 02-22	2/14/2022	3/7/2022	\$ 76.06	Utility - water/sewer-SRF(GF)	107489
Denver Water	15898 02-22	2/15/2022	3/8/2022	\$ 76.06	Utility - water/sewer-SRF(GF)	107489
Denver Water	4746 02-22	2/15/2022	3/8/2022	\$ 114.19	Utility - water/sewer-SRF(GF)	107489
Denver Water	15891 02-22	2/16/2022	3/9/2022	\$ 45.93	Utility - water/sewer-SRF(GF)	107489
ETG Systems, Inc.	22067	3/1/2022	3/16/2022	\$ 389.05	Security-SRF(GF)	107802
Elite Roll-Off Services	58155	5/21/2022	5/21/2022	\$ 445.00	Social committee-SRF(GF)	107204
IDES LLC	8755	2/28/2022	2/28/2022	\$ 3,020.00	Engineering - CPF	307584
IDES LLC	8754	2/17/2022	2/17/2022	\$ 2,332.50	Engineering - CPF	307584
Katie Reardon	Refund- 3/18/22	2/23/2022	3/18/2022	\$ 300.00	Other revenue - GF	106800
Landtech Contractors, Inc.	22202A	2/15/2022	3/17/2022	\$ 6,956.94	Snow Removal-SRF(GF)	107571
Landtech Contractors, Inc.	4260	3/1/2022	3/31/2022	\$ 7,815.00	Snow Removal-SRF(GF)	107571
Landtech Contractors, Inc.	22504	2/22/2022	3/24/2022	\$ 4,517.08	Snow Removal-SRF(GF)	107571
McGeady Becher P.C.	1324C June-Dec. 2021	12/31/2021	3/17/2022	\$ 43,107.41	Legal services - GF	107460
McGeady Becher P.C.	1324C 01/2022	1/31/2022	1/31/2022	\$ 9,174.05	Legal services - GF	107460
McGeady Becher P.C.	1324C 02/2022	2/28/2022	2/28/2022	\$ 4,503.30	Legal services - GF	107460
Pet Scoop	390452	2/28/2022	3/15/2022	\$ 764.00	Dog park stations-SRF(GF)	107352
Rocky Mountain Biohazard	7178	2/11/2022	3/18/2022	\$ 625.00	Repairs and maintenance-SRF(GF)	107592
Special Dist Management Svcs	Feb-22	2/28/2022	2/28/2022	\$ 192.00	Repairs and maintenance-SRF(GF)	107592
Special Dist Management Svcs	Feb-22	2/28/2022	2/28/2022	\$ 8,053.87	Administrative management-SRF(GF)	107491
Special Dist Management Svcs	Feb-22	2/28/2022	2/28/2022	\$ 5,684.88	District management - GF	107440
Special District Association	SDA-2022	2/23/2022	2/23/2022	\$ 370.43	Dues and licenses-GF	107349
Tanicea Mills	Refund- 3/18/22	3/4/2022	3/18/2022	\$ 300.00	Refundable Deposits	102502
UNCC	222020405	2/28/2022	2/28/2022	\$ 9.10	Miscellaneous - GF	107480
United States Protective Service LLC	2022-301	3/1/2022	3/11/2022	\$ 600.00	Security - SRF(GF)	107802
Waste Connections Of Colorado, Inc	59877721311	2/15/2022	3/5/2022	\$ 65.65	Clubhouse operations/supplies-SRF(GF)	107203
Wolf, Cara	Reimbursement -3/10/2022	3/10/2022	3/10/2022	\$ 648.00	Social committee-SRF(GF)	107204
Xcel Energy	769909153	3/2/2022	3/22/2022	\$ 945.84	Utility - electricity-SRF(GF)	107493

\$105,355.58

Denver Connection West Metropolitan District
March-22

	General	Debt	Capital	Special Revenue Fund	Totals
Disbursements	\$100,003.08		\$ 5,352.50		\$ 105,355.58
Xpress Bill Pay		\$ -			\$ -
<u>Total Disbursements from Checking Acct</u>	<u>\$100,003.08</u>	<u>\$ -</u>	<u>\$ 5,352.50</u>	<u>\$ -</u>	<u>\$ 105,355.58</u>

Denver Connection West Metropolitan District
April-22

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
Altitude Community Law	1371 03-2022	3/31/2022	3/31/2022	\$ 3,166.70	Covenant control - collection expenses-SRF(GF)	107803
CliftonLarsonAllen LLP	3221188	4/14/2022	4/14/2022	\$ 7,426.91	Accounting - GF	107000
Colorado Quality Services	3	3/26/2022	4/25/2022	\$ 400.00	Repairs and maintenance-SRF(GF)	107592
Comcast	0916181 03-22	4/3/2022	4/28/2022	\$ 304.64	Clubhouse operations/supplies-SRF(GF)	107203
Denver Water	15898 03-22	3/16/2022	4/6/2022	\$ 76.06	Utility - water/sewer-SRF(GF)	107489
Denver Water	4746 03-22	3/16/2022	4/6/2022	\$ 117.07	Utility - water/sewer-SRF(GF)	107489
Denver Water	16093 03-22	3/16/2022	4/6/2022	\$ 76.06	Utility - water/sewer-SRF(GF)	107489
Denver Water	15891 03-22	3/16/2022	4/6/2022	\$ 45.93	Utility - water/sewer-SRF(GF)	107489
Denver Water	4690 03-22	3/15/2022	4/5/2022	\$ 76.06	Utility - water/sewer-SRF(GF)	107489
Dodge Data & Analytics	A40040093	4/1/2022	4/1/2022	\$ 77.52	Election - GF	107485
ETG Systems, Inc.	22079	4/1/2022	4/16/2022	\$ 389.05	Security-SRF(GF)	107802
IDES LLC	8756	3/31/2022	3/31/2022	\$ 712.50	Engineering - CPF	307584
Landtech Contractors, Inc.	23163	3/23/2022	4/22/2022	\$ 2,923.68	Snow Removal-SRF(GF)	107571
Landtech Contractors, Inc.	21052	12/28/2021	1/7/2022	\$ 987.32	Fence and sign maintenance - GF	107587
Landtech Contractors, Inc.	4325	4/1/2022	5/1/2022	\$ 7,815.00	Fence and sign maintenance - GF	107587
Manager of Finance	2022_10	4/7/2022	5/7/2022	\$ 25.00	Election - GF	107485
Marc Robson	Reimbursement	4/14/2022	4/14/2022	\$ 41.87	Clubhouse operations/supplies-SRF(GF)	107203
Marc Robson	Reimbursement	4/14/2022	4/14/2022	\$ 492.23	Social committee	107204
McGeady Becher P.C.	1324C 03/2022	3/31/2022	3/31/2022	\$ 7,340.51	Legal services - GF	107460
Pet Scoop	406343	4/11/2022	4/26/2022	\$ 190.00	Dog park stations-SRF(GF)	107352
Pet Scoop	396017	3/31/2022	4/15/2022	\$ 841.50	Dog park stations-SRF(GF)	107352
Special Dist Management Srvs	22-Mar	3/31/2022	3/31/2022	\$ 769.60	Election - GF	107485
Special Dist Management Srvs	22-Mar	3/31/2022	3/31/2022	\$ 368.00	Repairs and maintenance-SRF(GF)	107592
Special Dist Management Srvs	22-Mar	3/31/2022	3/31/2022	\$ 6,136.44	Administrative management-SRF(GF)	107491
Special Dist Management Srvs	22-Mar	3/31/2022	3/31/2022	\$ 5,516.44	District management - GF	107440
UNCC	222030417	3/31/2022	3/31/2022	\$ 10.40	Miscellaneous - GF	107480
United States Protective Service LLC	2022-442	4/1/2022	4/11/2022	\$ 300.00	Security -SRF(GF)	107802
Waste Connections Of Colorado, Inc	6069866V311	3/15/2022	4/5/2022	\$ 65.65	Clubhouse operations/supplies-SRF(GF)	107203
Wolfe, Cara	000414 Taco Truck	4/4/2022	4/4/2022	\$ 648.00	Social committee	107204
Wolfe, Cara	T23PSM	4/7/2022	4/7/2022	\$ 1,126.16	Social committee	107204
Xcel Energy	774254070	4/4/2022	4/22/2022	\$ 841.75	Utility - electricity-SRF(GF)	107493
				\$ 49,308.05		

Denver Connection West Metropolitan District
April-22

	General	Debt	Capital	Special Revenue Fund	Totals
Disbursements	\$ 48,595.55		\$ 712.50		\$ 49,308.05
Xpress Bill Pay		\$ -			\$ -
Total Disbursements from Checking Acct	\$ 48,595.55	\$ -	\$ 712.50	\$ -	\$ 49,308.05

Denver Connection West Metropolitan District
May-22

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Altitude Community Law	1371	4/30/2022	4/30/2022	\$ 884.00	Covenant control - collection expenses-SRF(GF)	107803
Alysia Padilla	2022- Election Judge	5/3/2022	5/3/2022	\$ 100.00	Election-GF	107485
Ann Finn	2022- Election Judge	5/3/2022	5/3/2022	\$ 100.00	Election-GF	107485
Catherine E. Emery	2022- Election Judge	5/3/2022	5/3/2022	\$ 100.00	Election-GF	107485
CliftonLarsonAllen LLP	3280944	4/30/2022	4/30/2022	\$ 6,285.53	Accounting - GF	107000
Colorado Quality Services	4	4/21/2022	5/21/2022	\$ 300.00	Repairs and maintenance-SRF(GF)	107592
Comcast	0916181 04-22	5/3/2022	5/28/2022	\$ 304.57	Clubhouse operations/supplies-SRF(GF)	107203
Denver Water	16093 04-22	4/15/2022	5/6/2022	\$ 76.06	Utility - water/sewer-SRF(GF)	107489
Denver Water	15891 04-22	4/15/2022	5/6/2022	\$ 45.93	Utility - water/sewer-SRF(GF)	107489
Denver Water	4746 04-22	4/15/2022	5/6/2022	\$ 114.19	Utility - water/sewer-SRF(GF)	107489
Denver Water	4690 04-22	4/14/2022	5/5/2022	\$ 76.06	Utility - water/sewer-SRF(GF)	107489
Denver Water	15898 04-22	4/15/2022	5/6/2022	\$ 76.06	Utility - water/sewer-SRF(GF)	107489
ETG Systems, Inc.	30005	5/12/2022	5/27/2022	\$ 389.05	Security-SRF(GF)	107802
ETG Systems, Inc.	5221117	5/12/2022	5/27/2022	\$ 1,641.00	Security-SRF(GF)	107802
ETG Systems, Inc.	5221118	5/10/2022	5/25/2022	\$ 816.00	Security-SRF(GF)	107802
IDES LLC	8757	4/30/2022	4/30/2022	\$ 2,080.00	Engineering - CPF	307584
Landtech Contractors, Inc.	22450	2/17/2022	3/19/2022	\$ 4,581.24	Snow Removal-SRF(GF)	107571
Landtech Contractors, Inc.	4497	5/1/2022	5/31/2022	\$ 7,815.00	Landscaping Maintenance-SRF(GF)	107587
Landtech Contractors, Inc.	22358	2/10/2022	3/12/2022	\$ 8,806.68	Snow Removal-SRF(GF)	107571
Landtech Contractors, Inc.	21956	1/12/2022	2/11/2022	\$ 11,352.20	Snow Removal-SRF(GF)	107571
Landtech Contractors, Inc.	22269A	2/15/2022	3/17/2022	\$ 8,941.92	Snow Removal-SRF(GF)	107571
McGeady Becher P.C.	1324C 04/2022	4/30/2022	4/30/2022	\$ 7,324.00	Legal services - GF	107460
Metro Pools Colorado	107203	5/1/2022	5/17/2022	\$ 4,185.00	Clubhouse operations/supplies-SRF(GF)	107203
Mikhail Vafeades	HUB Refund- 5/11/2022	5/11/2022	5/11/2022	\$ 150.00	HUB deposit fees	106800
Peggy Ripko	2022- Election Judge	5/3/2022	5/3/2022	\$ 100.00	Election-GF	107485
Pet Scoop	401506	4/30/2022	5/15/2022	\$ 877.50	Dog park stations-SRF(GF)	107352
Special Dist Management Svcs	Apr-22	4/30/2022	4/30/2022	\$ 7,483.60	Election - GF	107485
Special Dist Management Svcs	Apr-22	4/30/2022	4/30/2022	\$ 192.00	Repairs and maintenance-SRF(GF)	107592
Special Dist Management Svcs	Apr-22	4/30/2022	4/30/2022	\$ 7,861.71	Administrative management-SRF(GF)	107491
Special Dist Management Svcs	Apr-22	4/30/2022	4/30/2022	\$ 4,349.92	District management - GF	107440
UNCC	222040438	4/30/2022	4/30/2022	\$ 5.20	Miscellaneous - GF	107480
United States Protective Service LLC	2022-582	5/1/2022	5/11/2022	\$ 300.00	Security -SRF(GF)	107802
Waste Connections Of Colorado, Inc	6141525V311	5/1/2022	5/2/2022	\$ 68.93	Clubhouse operations/supplies-SRF(GF)	107203
Wastewater Management Division	00202-11-001-000 05/22	5/17/2022	6/7/2022	\$ 674.43	Utility - water/sewer-SRF(GF)	107489
Xcel Energy	778314111	5/3/2022	5/23/2022	\$ 714.77	Utility - electricity-SRF(GF)	107493

\$ 89,172.55

Denver Connection West Metropolitan District
May-22

	General	Debt	Capital	Special Revenue Fund	Totals
Disbursements	\$ 87,092.55		\$ 2,080.00		\$ 89,172.55
Xpress Bill Pay		\$ -			\$ -
Total Disbursements from Checking Acct	\$ 87,092.55	\$ -	\$ 2,080.00	\$ -	\$ 89,172.55

DENVER CONNECTION WEST METROPOLITAN DISTRICT

FINANCIAL STATEMENTS

APRIL 30, 2022

DENVER CONNECTION WEST METROPOLITAN DISTRICT
BALANCE SHEET - GOVERNMENTAL FUNDS
APRIL 30, 2022

	<u>General</u>	<u>Special Revenue</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Capital Projects Reserve</u>	<u>Total</u>
ASSETS						
Cash - Checking	\$ 445,779	\$ -	\$ 403,154	\$ 1,974	\$ 98,933	\$ 949,839
Petty Cash	1,000	-	-	-	-	1,000
Colotrust	-	-	957	-	-	957
UMB - COI Loan 2022	-	-	1,955	3,410	-	5,365
Accounts receivable	49,966	-	-	-	-	49,966
Receivable from County Treasurer	37,209	-	36,993	-	-	74,202
TOTAL ASSETS	<u>\$ 533,954</u>	<u>\$ -</u>	<u>\$ 443,059</u>	<u>\$ 5,384</u>	<u>\$ 98,933</u>	<u>\$ 1,081,330</u>
LIABILITIES AND FUND BALANCES						
CURRENT LIABILITIES						
Accounts payable	\$ 134,513	\$ -	\$ -	\$ 8,168	\$ -	\$ 142,681
Total Liabilities	<u>134,513</u>	<u>-</u>	<u>-</u>	<u>8,168</u>	<u>-</u>	<u>142,681</u>
FUND BALANCES						
Restricted	16,974	-	-	-	-	16,974
Unassigned	382,467	-	443,059	(2,784)	98,933	921,675
Total Fund Balances	<u>399,441</u>	<u>-</u>	<u>443,059</u>	<u>(2,784)</u>	<u>98,933</u>	<u>938,649</u>
TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 533,954</u>	<u>\$ -</u>	<u>\$ 443,059</u>	<u>\$ 5,384</u>	<u>\$ 98,933</u>	<u>\$ 1,081,330</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 FOUR MONTHS ENDED APRIL 30, 2022**

GENERAL FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Closing fees	\$ 21,000	\$ 4,250	\$ (16,750)
Reimbursed expenditures	10,000	-	(10,000)
HUB deposit fees	1,000	3,000	2,000
Property taxes	839,331	430,849	(408,482)
Specific ownership tax	41,967	16,083	(25,884)
Interest income	75	24	(51)
TOTAL REVENUES	<u>913,373</u>	<u>454,206</u>	<u>(459,167)</u>
EXPENDITURES			
General and administrative			
Accounting	50,000	21,619	28,381
Dues and licenses	6,500	370	6,130
Auditing	5,200	-	5,200
County Treasurer's fee	8,393	4,303	4,090
District management	45,000	20,557	24,443
Legal services	65,000	25,926	39,074
Miscellaneous	3,000	55	2,945
Election	10,000	9,250	750
Contingency	6,907	-	6,907
General and administrative - HUB			
Accounting	4,000	1,333	2,667
Dues and licenses	3,000	-	3,000
Insurance and bonds	31,000	25,455	5,545
District Management	3,000	1,541	1,459
Legal	5,000	833	4,167
Miscellaneous	4,000	85	3,915
Administrative management	92,000	29,669	62,331
Contingency	3,200	-	3,200
Operations and maintenance - HUB			
Clubhouse operations/supplies	54,500	2,149	52,351
Social committee	20,000	4,754	15,246
Utility - water/sewer	28,000	1,556	26,444
Utility - electricity	15,000	3,574	11,426
Snow removal	60,000	57,236	2,764
Landscape maintenance	197,500	31,260	166,240
Security	40,000	1,978	38,022
Covenant control - collection expenses	12,000	4,451	7,549
Maintenance/repairs - HUB			
Dog park stations	15,000	3,437	11,563
Pool Maintenance	25,000	-	25,000
Repairs and maintenance	20,000	2,405	17,595
Landscape improvements	10,000	-	10,000
TOTAL EXPENDITURES	<u>842,200</u>	<u>253,796</u>	<u>588,404</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	71,173	200,410	129,237
OTHER FINANCING SOURCES (USES)			
Transfers from other funds	70,622	169,361	98,739
Transfers to other fund	(51,972)	-	51,972
TOTAL OTHER FINANCING SOURCES (USES)	<u>18,650</u>	<u>169,361</u>	<u>150,711</u>
NET CHANGE IN FUND BALANCES	89,823	369,771	279,948
FUND BALANCES - BEGINNING	<u>30,212</u>	<u>29,670</u>	<u>(542)</u>
FUND BALANCES - ENDING	<u>\$ 120,035</u>	<u>\$ 399,441</u>	<u>\$ 279,406</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 FOUR MONTHS ENDED APRIL 30, 2022**

SPECIAL REVENUE FUND

	<u>Amended Budget</u>	<u>Year to Date Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES				
TOTAL REVENUES				
EXPENDITURES				
TOTAL EXPENDITURES				
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES				
OTHER FINANCING SOURCES (USES)				
Transfers to other fund	(177,464)	(177,464)	(169,361)	8,103
TOTAL OTHER FINANCING SOURCES (USES)	<u>(177,464)</u>	<u>(177,464)</u>	<u>(169,361)</u>	<u>8,103</u>
NET CHANGE IN FUND BALANCES	(177,464)	(177,464)	(169,361)	8,103
FUND BALANCES - BEGINNING	<u>177,464</u>	<u>177,464</u>	<u>169,361</u>	<u>(8,103)</u>
FUND BALANCES - ENDING	<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 FOUR MONTHS ENDED APRIL 30, 2022**

DEBT SERVICE FUND

	<u>Amended Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Property taxes	\$ 834,478	\$ 428,357	\$ (406,121)
Specific ownership tax	41,724	15,990	(25,734)
Interest income	1,800	533	(1,267)
TOTAL REVENUES	<u>878,002</u>	<u>444,880</u>	<u>(433,122)</u>
EXPENDITURES			
Cost of issuance - Loan 2022	157,045	151,340	5,705
Loan interest - Series 2022 A-1	298,379	-	298,379
Loan principal - Series 2022 A-1	230,000	-	230,000
Loan interest - Series 2022 A-2	29,674	-	29,674
Loan principal - Series 2022 A-2	27,000	-	27,000
Transfer to Refunding Escrow	13,114,180	13,114,180	-
County Treasurer's fee	8,345	4,279	4,066
Paying agent fees	5,500	7,417	(1,917)
Contingency	9,877	-	9,877
TOTAL EXPENDITURES	<u>13,880,000</u>	<u>13,277,216</u>	<u>602,784</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(13,001,998)	(12,832,336)	169,662
OTHER FINANCING SOURCES (USES)			
Loan issuance - Series 2022 A-1	11,350,000	11,350,000	-
TOTAL OTHER FINANCING SOURCES (USES)	<u>11,350,000</u>	<u>11,350,000</u>	<u>-</u>
NET CHANGE IN FUND BALANCES	(1,651,998)	(1,482,336)	169,662
FUND BALANCES - BEGINNING	<u>1,925,395</u>	<u>1,925,395</u>	<u>-</u>
FUND BALANCES - ENDING	<u>\$ 273,397</u>	<u>\$ 443,059</u>	<u>\$ 169,662</u>

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**DENVER CONNECTION WEST METROPOLITAN DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE FOUR MONTHS ENDED APRIL 30, 2022**

CAPITAL PROJECTS FUND

	<u>Amended Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Reimbursed expenditures	\$ -	\$ 37,939	\$ 37,939
TOTAL REVENUES	<u>-</u>	<u>37,939</u>	<u>37,939</u>
EXPENDITURES			
Engineering	50,000	5,813	44,187
Cost of issuance - Loan 2022	105,000	101,590	3,410
Public art	250,000	-	250,000
Parks and Landscaping	6,341,174	-	6,341,174
Cost of issuance - Loan 2022 B	104,670	-	104,670
Contingency	50,000	-	50,000
Legal services	50,000	1,340	48,660
TOTAL EXPENDITURES	<u>6,950,844</u>	<u>108,743</u>	<u>6,842,101</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(6,950,844)	(70,804)	6,880,040
OTHER FINANCING SOURCES (USES)			
Developer advance	2,100,000	-	(2,100,000)
Loan issuance - Series 2022 A-1	105,000	105,000	-
Loan issuance - Series 2022 A-2	1,295,000	-	(1,295,000)
Loan issuance - Series 2022 B	3,489,000	-	(3,489,000)
TOTAL OTHER FINANCING SOURCES (USES)	<u>6,989,000</u>	<u>105,000</u>	<u>(6,884,000)</u>
NET CHANGE IN FUND BALANCES	38,156	34,196	(3,960)
FUND BALANCES - BEGINNING	<u>(38,156)</u>	<u>(36,981)</u>	<u>1,175</u>
FUND BALANCES - ENDING	<u>\$ -</u>	<u>\$ (2,785)</u>	<u>\$ (2,785)</u>

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

**DENVER CONNECTION WEST METROPOLITAN DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE FOUR MONTHS ENDED APRIL 30, 2022**

CAPITAL PROJECTS RESERVE FUND

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

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

DENVER CONNECTION WEST METROPOLITAN DISTRICT
Schedule of Cash Deposits & Investments
April 30, 2022
Updated as of May 19, 2022

	General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Capital Projects Reserve Fund	Total
<u>1st Bank - Checking account</u>						
Balance as of 04/30/22	\$ 445,779.33	\$ -	\$ 403,154.00	\$ 1,974.00	\$ 98,932.00	\$ 949,839.33
Subsequent activities:						
05/03/22 Paymentech fees	(30.00)	-	-	-	-	(30.00)
05/03/22 Payment, bill.com	(45,956.28)	-	-	(6,088.00)	-	(52,044.28)
05/03/22 Comcast payment - EFT	(304.64)	-	-	-	-	(304.64)
05/06/22 Deposit - Closing fees; Operation and Maintenance & HUB rentals	8,960.50	-	-	-	-	8,960.50
05/10/22 Property Tax - April	37,208.58	-	36,993.39	-	-	74,201.97
05/10/22 Denver Water pmnt - EFT	(388.30)	-	-	-	-	(388.30)
05/16/22 Pledged revenue transfer	-	-	(396,280.00)	-	-	(396,280.00)
<i>Anticipated pledged revenue transfer</i>	-	-	(43,867.39)	-	-	(43,867.39)
<i>Anticipated check run - May</i>	(87,093.00)	-	-	(2,080.00)	-	(89,173.00)
<i>Anticipated Draw #1</i>	-	-	-	8,168.00	-	8,168.00
<i>Anticipated Balance</i>	358,176.19	-	0.00	1,974.00	98,932.00	459,082.19
***** Reserved for Capital Improvements	-	-	-	-	(98,932.00)	(98,932.00)
<u>INVESTMENTS</u>						
<u>Colostrust Plus</u>						
Balance as of 04/30/22	-	-	956.51	-	-	956.51
Subsequent activities: (none)						
<i>Anticipated Balance</i>	-	-	956.51	-	-	956.51
<u>UMB - 2022 Loan, Cost of Issuance</u>						
Balance as of 04/30/22	-	-	1,954.84	3,409.76	-	5,364.60
Subsequent activities: (none)						
<i>Anticipated Balance</i>	-	-	1,954.84	3,409.76	-	5,364.60
<u>UMB - 2022 A-1 & A-2 Loan</u>						
Balance as of 04/30/22	-	-	-	-	-	-
Subsequent activities: (none)						
05/16/22 Pledged revenue transfer	-	-	396,280.00	-	-	396,280.00
06/01/22 DS Payment 2022 A-1 Loan	-	-	(149,189.50)	-	-	(149,189.50)
06/02/22 DS Payment 2022 A-2 Loan	-	-	(14,837.00)	-	-	(14,837.00)
<i>Anticipated pledged revenue transfer</i>	-	-	43,867.39	-	-	43,867.39
<i>Anticipated Balance</i>	-	-	276,120.89	-	-	276,120.89
<i>Anticipated Balances by fund</i>	\$ 358,176.19	\$ -	\$ 277,077.40	\$ 1,974.00	\$ -	\$ 637,227.59
<u>Yield information @ 04/30/22</u>						
CT Plus - 0.4492%						

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	97,369.25	-	9,013.28	29.76	(973.98)	105,438.31	5.82%	47.31%	53,039.23	5.65%	47.34%
April	67,393.75	-	7,450.24	32.24	(674.26)	74,201.97	4.03%	51.33%	49,323.75	5.19%	52.54%
May	-	-	-	-	-	-	0.00%	51.33%	71,621.76	7.82%	60.36%
June	-	-	-	-	-	-	0.00%	51.33%	328,005.21	37.26%	97.61%
July	-	-	-	-	-	-	0.00%	51.33%	21,399.02	1.94%	99.55%
August	-	-	-	-	-	-	0.00%	51.33%	7,596.41	0.30%	99.86%
September	-	-	-	-	-	-	0.00%	51.33%	3,946.47	0.00%	99.86%
October	-	-	-	-	-	-	0.00%	51.33%	4,044.30	0.00%	99.86%
November	-	-	-	-	-	-	0.00%	51.33%	5,029.48	0.06%	99.92%
December (accrued)	-	-	-	-	-	-	0.00%	51.33%	3,282.13	0.00%	99.92%
	\$ 859,206.03	\$ -	\$ 32,072.56	\$ 66.41	\$ (8,582.27)	\$ 882,762.73	51.33%	51.33%	\$ 917,458.28	99.92%	99.92%

Property Tax

	Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
General Fund	\$ 839,331	50.14%	\$ 430,848.60	51.33%
Debt Service Fund	834,478	49.86%	428,357.43	51.33%
Total	\$ 1,673,809	100.00%	\$ 859,206.03	51.33%

Mills Levied	Assessed Value
44.790	\$ 18,739,250
44.531	
89.321	

Specific Ownership Tax

	Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
General Fund	\$ 41,967	50.15%	\$ 16,082.84	38.32%
Debt Service Fund	41,724	49.85%	15,989.72	38.32%
Total	\$ 83,691	100.00%	\$ 32,072.56	38.32%

Treasurer's Fees

	Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
General Fund	\$ 8,393	50.14%	\$ 4,303.44	51.27%
Debt Service Fund	8,345	49.86%	4,278.83	51.27%
Total	\$ 16,738	100.00%	\$ 8,582.27	51.27%

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
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.

5/9/2022

UMB Bank, N.A.

Re: Denver Connections West Custody 2022

Pursuant to the Custodial Agreement by and between Denver Connection West (“the District), NBH Bank, the Bank and UMB Bank, N.A., as Custodian (“UMB”), the (“District”) acknowledges its responsibility to provide direction of the investment of all moneys held in any funds created in the Custodial Agreement..

To the extent that we do not direct you to invest in other securities, you are hereby directed to invest all cash balances in the money market mutual fund indicated below until written instructions to the contrary are received from the Customer by UMB.

Customer acknowledges that, in some cases, UMB receives a cash management fee and/or a shareholder servicing fee from Fidelity or Morgan Stanley funds as shown below. Investments in these funds are not deposits of any bank and are not insured by the Federal Deposit Insurance Corporation or any other government agency and involve investment risk including loss. Customer acknowledges it has access to the prospectus associated with the money market fund selected below via the fund provider’s web site.

Our fund selection is as follows:

- _____ Morgan Stanley Treasury #8354 (Treasury obligations & repos)¹
- _____ Morgan Stanley Government #8352 (Treasury obligations, agencies, & repos)¹
- _____ Morgan Stanley Government #8302 (Treasury obligations, agencies & repos)¹
- _____ Fidelity Treasury Class III #696 (Treasury obligations & repos)²
- _____ Fidelity Treasury Class IV #2016 (Treasury obligations & repos)³
- _____ Colotrust PRIME (US Treas and Govt agencies)⁴
- _____ Colotrust PLUS+ (US Treas, Govt agencies and CP)⁴
- _____ CSAFE (US Treas, Govt agencies, repos and bank investments)⁴

Very truly yours,

Denver Connection West Metropolitan District 2022 A-1 and 2022 A-2

By: _____
Authorized Representative

¹ Morgan Stanley pays UMB a fee of up to fifty one hundredths of one percent of the net assets invested in the Fund (up to 50 basis points), which will reduce the net yield of the investment. In addition, certain payments are made to UMB by Morgan Stanley from its own resources, which do not affect the net yield of the investment.

² UMB receives a sweep fee of up to thirty one hundredths of one percent of the net assets invested in the Fund (up to 30 basis points) plus a service fee of up to twenty five one hundredths of one percent (up to 25 basis points) from Fidelity. These fees will reduce the investment’s net yield. In addition, certain payments are made to UMB by Fidelity Distributors Corporation from its own resources which do not affect the net yield of the investment.

³Fidelity will pay to UMB a fee of up to fifty one hundredths of one percent of the net assets invested in the Fund (up to 50 basis points) which will reduce the net yield of the investment. In addition, certain payments are made to UMB by Fidelity Distributors Corporation from its own resources which do not affect the net yield of the investment.

⁴UMB receives a sweep fee of up to twenty-five one hundredths of one percent of the net assets invested in the Fund (25 basis points). This fee will reduce the net yield of the investment.



CliftonLarsonAllen LLP
8390 East Crescent Pkwy., Suite 300
Greenwood Village, CO 80111
phone 303-779-5710 fax 303-779-0348
CLAconnect.com

May 11, 2022

Board of Directors
Denver Connection West Metro District
8390 E. Crescent Pkwy., Ste. 300
Greenwood Village, CO 80111

Dear Board of Directors:

This master service agreement (“MSA”) documents the terms, objectives, and the nature and limitations of the services CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) will provide for Denver Connection West Metro District (“you,” “your,” “board of directors” or “the district”). The terms of this MSA will apply to the initial and each subsequent statement of work (“SOW”), unless the MSA is changed in a communication that you and CLA both sign or is terminated as permitted herein.

Scope of professional services

CLA will provide services as described in one or more SOW that will reference this MSA. The SOW will describe the scope of professional services; the nature, limitations, and responsibilities related to the specific services CLA will provide; and the fees for such services.

If modifications or changes are required during CLA’s performance of requested services, or if you request that we perform any additional services, we will provide you with a separate SOW for your signature. Such SOW will advise you of the additional fee and time required for such services to facilitate a clear understanding of the services.

Our services cannot be relied upon to disclose errors, fraud, or noncompliance with laws and regulations. Except as described in the scope of professional services section of this MSA or any applicable SOW, we have no responsibility to identify and communicate deficiencies in your internal control as part of any services.

Board of director responsibilities

The board of directors of the district acknowledge and understand that our role is to provide the services identified in one or more SOWs issued per this MSA and that the board of directors of the district has certain responsibilities that are fundamental to our undertaking to perform the identified services. The district may engage CLA to perform management functions to help the board of directors of the district to meet your responsibilities, but the board of directors of the district acknowledges its role in management of the district.

Responsibilities and limitations related to nonattest services

For all nonattest services we may provide to you, you agree to oversee all management services; evaluate the adequacy and results of the services; ensure that your data and records are complete; and accept responsibility for the results of the services.

Fees and terms

See the applicable SOW for the fees for the services.

Work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagements will be deemed to have been completed even if we have not completed the services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures permitted by this MSA through the date of termination.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client initiated payment method approved by CLA. CLA's electronic online bill pay platform claconnect.com/billpay accepts credit card and Automated Clearing House (ACH) payments. Instructions for making direct bank to bank wire transfers or ACH payments will be provided upon request.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one percent (1.00%), which is an annual percentage rate of 12%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable if and as provided by Colorado law.

Limitation of remedies

You agree that in no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages related to CLA's acts or omissions in performance of our duties under the terms of this MSA or any SOW issued under this MSA.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. Any legal or equitable action brought by the district to recover on a dispute shall be commenced within the applicable statute of limitations under Colorado state statutes and case law.

CLA shall be authorized to the following cash access services:

- Using any or a combination of the following methods and approval processes, we will pay your vendors and service providers based upon invoices that you have reviewed and approved:
 - Paper checks – we will prepare the checks for your approval and wet ink signature.
 - Payments using Bill.com – we will only release payments after you have electronically approved and authorized such payments.

- ACH/Wire – we will use this method as needed/as requested, with your approval.

We understand that you will designate one or more members of the board of directors to approve disbursements using the above methods.

- If applicable, access the entity credit card for purposes of purchasing products and services on your behalf up to a certain limit that will be discussed with you and documented separately.
- Obtain administrator access to your bank accounts for purposes of performing the duties documented in our engagement letter identified above.
- Take deposits to the bank that include cash.
- If applicable, have access to cash-in-kind assets, such as coupons.
- If applicable, initiate direct deposits or sign checks as part of the payroll processing function.

Board of Directors' responsibilities relevant to CLA's access to your cash

All members of your board of directors are responsible for the processes below; however, we understand that you will designate one or more board of directors to review and give approvals for disbursements. All approvals must be documented in writing, either electronically or manually, then formally ratified in board meetings and documented in the meeting minutes.

- Approve all invoices and check payments.
- Approve all new vendors and customers added to the accounting system.
- Approve non-recurring wires to external parties.
- Pre-approve for recurring wires, then board of directors will ratify approval.
- Approve all new employees and all employee status changes prior to those employees or changes being added to the payroll system.
- Approve all credit card statements prior to those expenses being processed in the accounting system and subsequently paid.
- Approve (or delegate to the CLA controller if applicable) all customer and vendor credit memos and accounts receivable amounts written off.
- Review and approve (or delegate to the CLA controller if applicable) all bank statements and affiliated monthly reconciliations.

Other provisions

Except as expressly permitted by the "Consent" section of this agreement, CLA shall not disclose any confidential, proprietary, or privileged information of the district or you to any person or party, unless the district or you authorizes us to do so, it is published or released by the district, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law. This confidentiality provision does not prohibit us from

disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to a regulator for its regulatory oversight purposes. We will notify you of any such request, if permitted by law. Access to the requested workpapers will be provided to the regulator under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

You acknowledge and agree that this agreement and the pricing structure and billing rates of CLA are sensitive information which you shall not furnish or otherwise disclose to any third party without the prior written consent of CLA or as required by the Colorado Open Records Act, Section 24-72-200.1 *et seq.*, C.R.S. (“CORA”).

Insurance:

CLA shall acquire and maintain in full force and effect, during the entire term of the MSA, the insurance coverages set forth in below in order to protect the district including its board of directors, and CLA from claims that arise out of or result from the operations under this MSA by the CLA or its affiliates or by anyone acting on their behalf or for which they may be liable. Failure to maintain the insurance policies shall be a material breach of this MSA and the district may request certificates of insurance reflecting the coverages outlined below.

- A. Workers’ Compensation Insurance.
- B. Commercial General Liability Insurance.
- C. Commercial Automobile Liability Insurance
- D. General Professional Liability.
- E. Network Security (Cyber) Liability Insurance.
- F. Excess/Umbrella Liability Coverage.

The relationship of CLA with the district shall be solely that of an independent contractor and nothing in this agreement shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

If applicable, accounting standards and procedures will be suggested that are consistent with those normally utilized in a district of your size and nature. Internal controls may be recommended relating to the safeguarding of the district’s assets. If fraud is initiated by your employees or other service providers, your insurance is responsible for covering any losses.

The district agrees that CLA will assume fiduciary responsibility on the district’s behalf during the course of this agreement only if provided in SOWs issued under this MSA; and the parties, in entering into this MSA, do not intend to create an overarching fiduciary relationship.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, it is not appropriate for you to upload protected health information using such applications. All protected health information contained in a document or file that you plan to transmit to us via a web application must be redacted



by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all protected health information, please contact us to discuss other potential options for transmitting the document or file.

Annual Appropriation and Budget

The district does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. CLA expressly understands and agrees that the district's obligations under this MSA shall extend only to monies appropriated for the purposes of this MSA by the board of directors and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this MSA shall be construed or interpreted as a delegation of governmental powers by the district, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the district or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this MSA shall be construed to pledge or to create a lien on any class or source of district funds. The district's obligations under this MSA exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this MSA.

Governmental Immunity

Nothing in this MSA shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the district, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the district and, in particular, governmental immunity afforded or available to the district pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

No Third-Party Beneficiaries

It is expressly understood and agreed that enforcement of the terms and conditions of this MSA, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this MSA shall give or allow any such claim or right of action by any third party. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this MSA shall be deemed to be an incidental beneficiary only.

Personal Identifying Information

During the performance of this MSA, the district may disclose Personal Identifying Information to CLA. "Personal Identifying Information" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., CLA agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to CLA; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

CLA agrees to report within twenty-four (24) hours to the district's board of directors any Data Security Incidents that may result in the unauthorized disclosure of Personal Identifying Information. For the purposes of this MSA "Data Security Incident" is defined to mean any actual or reasonably suspected: (a) unauthorized use of, or unauthorized access to, CLA systems; (b) inability to access business and other proprietary information, data, or the CLA systems due to a malicious use, attack, or exploit of such business and other proprietary information or systems; (c) unauthorized access to, theft of, or loss of business and other proprietary information, or of storage devices that could reasonably contain such information; (d) unauthorized use of business and other proprietary information or data for purposes of actual or reasonably suspected theft, fraud, or identity theft; (e) unauthorized disclosure of business and other proprietary information or data.

Consent to use financial information

Annually, we assemble a variety of benchmarking analyses using data obtained through our client engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this MSA will serve as your consent to use of Denver Connection West Metro District information, excluding Personal Identifying Information, in these cost comparison, performance indicator, and/or benchmarking reports.

Technology

CLA may, at times, use third-party software applications to perform services under this agreement. CLA can provide a copy of the application agreement at your request. You acknowledge the software vendor may have access to your data.

Counterpart Execution

This MSA may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Electronic Signatures

The parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, et seq., Colorado Revised Statutes, as may be amended from time to time. The MSA, and any other documents requiring a signature hereunder, may be signed electronically by the parties in a manner acceptable to the district. The parties agree not to deny the legal effect or enforceability of the MSA solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the MSA in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

MSA Modification

The MSA may not be amended, altered, or otherwise changed except by a written agreement signed by authorized representatives of the parties.

Termination of MSA

Either party may terminate this MSA at any time by giving 30 days written notice to the other party. In that event, the provisions of this MSA shall continue to apply to all services rendered prior to termination.

Agreement

We appreciate the opportunity to be of service to you and believe this MSA accurately summarizes the significant terms of our relationship. This MSA, along with the applicable SOW(s), constitute the entire agreement regarding services to be performed and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our relationship as described in this MSA, please sign, date, and return.

Sincerely,

CliftonLarsonAllen LLP

A handwritten signature in black ink that reads "Jason Carroll". The signature is written in a cursive, flowing style.

Jason Carroll, CPA
Principal
Jason.Carroll@CLAconnect.com

Response:

This agreement correctly sets forth the understanding of Denver Connection West Metro District.

APPROVED:

Signature

Title

Date



CliftonLarsonAllen LLP
8390 East Crescent Pkwy., Suite 300
Greenwood Village, CO 80111
phone 303-779-5710 fax 303-779-0348
CLAconnect.com

Special Districts Preparation SOW

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and Denver Connection West Metro District (“you” and “your”) dated May 11, 2022. The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

Scope of professional services

Jason Carroll, CPA, is responsible for the performance of the preparation engagement and other services identified in this agreement. They may be assisted by one or more of our authorized signers in the performance of the preparation engagement.

Ongoing normal accounting services:

- Outsourced accounting activities
 - For each fund of the district, CLA will generally prepare and maintain the following accounting records:
 - Cash receipts journal
 - Cash disbursements journal
 - General ledger
 - Accounts receivable journals and ledgers
 - Deposits with banks and financial institutions
 - Schedule of disbursements
 - Bank account reconciliations
 - Investment records
 - Detailed development fee records
 - Process accounts payable including the preparation and issuance of checks for approval by a designated individual
 - Prepare billings, record billings, enter cash receipts, and track revenues
 - Reconcile certain accounts regularly and prepare journal entries
 - Prepare depreciation schedules



CLA is an independent member of Nexia International, a leading, global network of independent accounting and consulting firms. See nexia.com/member-firm-disclaimer for details.

- Prepare monthly/quarterly/as requested financial statements and supplementary information, but not perform a compilation with respect to those financial statements. Additional information is provided below.
- Prepare a schedule of cash position to manage the district’s cash deposits, funding for disbursements, and investment programs in accordance with policies established by the district’s board of directors.
- Prepare the annual budget and assist with the filing of the annual budget – additional information is provided below.
- Assist the district’s board of directors in monitoring actual expenditures against appropriation/budget.
- If an audit is required, prepare the year-end financial statements (additional information is provided below) and related audit schedules for use by the district’s auditors.
- If an audit is not required, prepare the Application for Exemption from Audit, perform a compilation engagement with respect to the Application for Exemption from Audit, and assist with the filing of the Application for Exemption from Audit – additional information is provided below.
- Monitor compliance with bond indentures and trust agreements, including preparation of continuing disclosure reports to the secondary market as required.
- Review claims for reimbursement from related parties prior to the board of directors’ review and approval.
- Read supporting documentation related to the district’s acquisition of infrastructure or other capital assets completed by related parties for overall reasonableness and completeness. Procedures in excess of providing overall reasonableness and completeness will be subject to a separate SOW. These procedures may not satisfy district policies, procedures, and agreements’ requirements. Note: our procedures should not be relied upon as the final authorization for this transaction.
- Attend board meetings as requested.
- Be available during the year to consult with you on any accounting matters related to the district.
- Review and approve monthly reconciliations and journal entries prepared by staff
- Reconcile complex accounts monthly and prepare journal entries
- Analyze financial statements and present to management and the board of directors.
- Develop and track key business metrics as requested and review periodically with the board of directors.
- Document accounting processes and procedures
- Continue process and procedure improvement implementation

- Report and manage cash flows
- Assist with bank communications.
- Perform other nonattest services.

Compilation services

If an audit is not required, we will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement with respect to the Application for Exemption from Audit.

Preparation services – financial statements

We will prepare the monthly/quarterly/as requested financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information if applicable of the district, which comprise the balance sheet – governmental funds and the related statement of revenues, expenditures, and changes in fund balance – general fund. The financial statements will not include the related notes to the financial statements; the government-wide financial statements; the statement of revenues, expenditures, and changes in fund balances – governmental funds; statement of cash flows for business type activities, if applicable; and required supplementary information.

Preparation services - annual

If an audit is required, we will prepare the year-end financial statements of the government wide governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information if applicable, and Management Discussion and Analysis, if applicable, which collectively comprise the basic financial statements of the district, and the related notes to the financial statements. The year-end financial statements, including the related notes to the financial statements, will be prepared for use by the district’s auditors.

Preparation services – prospective financial information (i.e., unexpired budget information)

You have requested that we prepare the financial forecast, which comprises the forecasted financial statements identified below.

A financial forecast presents, to the best of management’s knowledge and belief, the entity’s expected financial position, results of operations, and cash flows for the forecast period. It is based on management’s assumptions reflecting conditions it expects to exist and the course of action it expects to take during the forecast period.

The financial forecast will omit substantially all of the disclosures required by the guidelines for presentation of a financial forecast established by the American Institute of Certified Public Accountants (AICPA presentation guidelines) other than those related to the significant assumptions.

The supplementary information accompanying the financial forecast will be prepared and presented for purposes of additional analysis and is not a required part of the basic financial forecast.

References to financial statements in the remainder of this SOW are to be taken as a reference to also include the prospective financial information, where applicable.

Engagement objectives and our responsibilities

The objectives of our engagement are to:

- a. Prepare monthly/quarterly/as requested financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP), except for the departures from U.S. GAAP identified above, based on information provided by you and information generated through our outsourced accounting services.
- b. As requested, apply accounting and financial reporting expertise to assist you in the presentation of your monthly/quarterly/as requested financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.
- c. Prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105 based on information provided by you.
- d. Apply accounting and financial reporting expertise to assist you in the presentation of the annual budget without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the annual budget in order for the annual budget to be in accordance with requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105.
- e. If an audit is required, prepare the year-end financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) based on information provided by you.
- f. If applicable, we will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement on the application.

We will conduct our preparation and compilation engagements in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

Engagement procedures and limitations

We are not required to, and will not, verify the accuracy or completeness of the information provided to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements, the annual budget, the Application for Exemption from Audit (if an audit is not required), the year-end financial statements (if an audit is required), and the supplementary information.

Our engagement cannot be relied upon to identify or disclose any misstatements in the monthly/quarterly/as requested financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements, including misstatements caused by fraud or error, or to identify or disclose any wrongdoing within the district or noncompliance with laws and regulations. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. You agree that we shall not be responsible for any misstatements in the district's financial statements, the annual budget, the

Application for Exemption from Audit, and the year-end financial statements that we may not identify as a result of misrepresentations made to us by you.

Our report

The compilation report on the Application for Exemption from Audit will state that management is responsible for the accompanying application included in the prescribed form, that we performed a compilation of the application, that we did not audit or review the application, and that, accordingly, we do not express an opinion a conclusion, nor provide any form of assurance on it. The report will also state that the Application for Exemption from Audit is presented in accordance with the requirements of the Colorado Office of the State Auditor and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America. The report will include a statement that the report is intended solely for the information and use of the Colorado Office of the State Auditor and is not intended to be and should not be used by anyone other than this specified party and may not be suitable for another purpose.

There may be circumstances in which the report may differ from its expected form and content. If, for any reason, we are unable to complete the compilation, the Application for Exemption from Audit (if an audit is not required), we will not issue reports on budget, the Application for Exemption from Audit as a result of this engagement.

No assurance statements

The monthly/quarterly/as requested financial statements prepared for the district will not be accompanied by a report. However, management agrees that each page of the financial statements will include a statement clearly indicating that no assurance is provided on them.

As part of our preparation of financial statements each page of the financial statements and supplementary information will include the following statement: “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 if applicable, For best business type activities the Statement of Cash Flows has been omitted”.

If an audit is required, the year-end financial statements prepared for use by the district’s auditors will not be accompanied by a report. However, management agrees that each page of the year-end financial statements will include a statement clearly indicating that no assurance is provided on them.

Management responsibilities

The financial statement engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with U.S. GAAP and assist management in the presentation of the financial statements in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.

The annual budget engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105 and assist management in the presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105.

The Application for Exemption from Audit engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the Application for Exemption from



Audit in accordance with the requirements prescribed by the Colorado Office of the State Auditor and assist management in the presentation of the Application for Exemption from Audit in accordance with the requirements prescribed by the Colorado Office of the State Auditor.

We are required by professional standards to identify management's responsibilities in this agreement. Professional standards define management as the persons with executive responsibility for the conduct of the district's operations and may include some or all of those charged with governance. Those standards require that you acknowledge and understand that management has the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARs:

- a. The selection of the financial reporting framework to be applied in the preparation of the financial statements, the annual budget, and the Application for Exemption from Audit.
- b. The preparation and fair preparation of the financial statements in accordance with U.S. GAAP, except as identified as above, the preparation and fair presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105, and the preparation and fair presentation of the Application for Exemption from Audit (if applicable) in accordance with the requirements prescribed by the Colorado Office of the State Auditor.
- c. The presentation of the supplementary information.
- d. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) that are free from material misstatement, whether due to fraud or error.
- e. The prevention and detection of fraud.
- f. To ensure that the entity complies with the laws and regulations applicable to its activities.
- g. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.
- h. To provide us with the following:
 - i. Access to all information relevant to the preparation and fair presentation of the financial statements, and the annual budget, the Application for Exemption from Audit (if applicable) such as records, documentation, and other matters.
 - ii. Additional information that may be requested for the purpose of the engagement.
 - iii. Unrestricted access to persons within the entity with whom we determine it necessary to communicate.

We understand that you are engaging us to make recommendations and perform services to help you meet your responsibilities relevant to the preparation and fair presentation of the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable).

For all accounting services we may provide to you, including the preparation of your financial statements, the annual budget, and the Application for Exemption from Audit (if applicable), management agrees to assume all management responsibilities; oversee the services by designating an individual (i.e., the Board Treasurer); evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

Fees, time estimates, and terms

Our professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

The hour rates currently in effect for our services are as follows:

Principal	\$300 - \$425
Chief Financial Officer	\$200 - \$385
Controller	\$180 - \$250
Senior	\$140 - \$180
Staff	\$ 80 - \$150
Administrative support	\$ 80 - \$120

Out-of-pocket expenses such as out-of-town travel, meals, and lodging will be billed at cost and are not included in the fees quoted above. We will also add a technology and client support fee of five percent (5%) of all professional fees billed. The fee estimates are based on anticipated cooperation from your personnel and their assistance with preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fees will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimates.

Use of financial statements, the annual budget, the Application for Exemption from Audit

The financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) are for management’s use. If you intend to reproduce and publish the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) and our report thereon, they must be reproduced in their entirety. Inclusion of the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

With regard to the electronic dissemination of financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) that have been subjected to a compilation engagement, including financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) published electronically on your website, you understand that electronic sites are a means to distribute



information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Municipal advisors

For the avoidance of doubt, the district is not engaging CLA as a municipal advisor, and CLA is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 158 of the Securities Exchange Act of 1934 (the "Act"). CLA is not recommending an action to you, is not acting as an advisor to you, and does not owe a fiduciary duty to you pursuant to Section 158 of the Act with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors that you deem appropriate before acting on this information or material.

Additional provisions required by CRS 8-17.5-102(2)(a)(I) and (II)

Unlawful employees, contractors, and subcontractors

We shall not knowingly employ or contract with a worker without authorization to perform work under this contract. We shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with a worker without authorization to perform work under this contract or (b) fails to certify to us that the subcontractor will not knowingly employ or contract with a worker without authorization to perform work under this contract. [CRS 8-17.5-102(2)(a)(I) and (II)]

Verification regarding workers without authorization

We have verified or attempted to verify through participation in the E-Verify Program or the Department Program [as defined in CRS 8-17.5-101(3.3) and (3.7) of the state of Colorado that we do not employ and contract workers without authorization.

Limitation regarding E-Verify Program and the Department Program

We shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing this contract. [CRS 8-17.5-102(2)(b)(II)]

Duty to terminate a subcontractor and exceptions

If we obtain actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with a worker without authorization, we shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

- (1) Notify the subcontractor and the district within three days that we have actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and
- (2) Terminate the subcontract with the subcontractor if, within three days of receiving notice that we have actual knowledge that the subcontractor is employing or contracting with a worker without authorization, the subcontractor does not stop employing or contracting with the worker without authorization. [CRS 8-17.5-102(2)(b)(A) and (B)]

Duty to comply with state investigation

We shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to CRS 8-17.5-102(5). [CRS 8-17.5-102(2)(b)(IV)]

Agreement

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us by email or U.S. mail to indicate your acknowledgment and understanding of, and agreement with, this SOW.

Sincerely,

CliftonLarsonAllen LLP



Jason Carroll, CPA
Principal
Jason.Carroll@CLAconnect.com

APPROVED:

Signature

Title

Date



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: _____