

WESTOWN METROPOLITAN DISTRICT

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

NOTICE OF A SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expires:</u>
Cindy Baldwin		2023/May 2023
Hunter Owen		2022/May 2022
VACANT		2023/May 2023
VACANT		2023/May 2023
VACANT		2022/May 2022

DATE: **June 8, 2020**

TIME: **6:00 P.M.**

PLACE: DUE TO CONCERNS REGARDING THE SPREAD OF THE CORONAVIRUS (COVID-19) AND THE BENEFITS TO THE CONTROL OF THE SPREAD OF THE VIRUS BY LIMITING IN-PERSON CONTACT, THIS DISTRICT BOARD MEETING WILL BE HELD BY CONFERENCE CALL WITHOUT ANY INDIVIDUALS (NEITHER DISTRICT REPRESENTATIVES NOR THE GENERAL PUBLIC) ATTENDING IN PERSON. IF YOU WOULD LIKE TO ATTEND THIS MEETING, PLEASE CALL IN TO THE CONFERENCE BRIDGE AT **1-877-221-1978** AND WHEN PROMPTED, DIAL IN THE PASSCODE OF **9521151**.

I. ADMINISTRATIVE MATTERS

- A. Present Disclosures of Potential Conflicts of Interest and confirm quorum.

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

- C. Acknowledge the Resignation of Debra McCartan from the Board of Directors, effective April 6, 2020 (enclosure).

- D. Discuss results of the cancelled May 5, 2020 Regular Election for Directors (enclosure).

E. Consider appointment of Officers:

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

F. Discuss vacancies on the Board.

G. Review and consider approval of Minutes from the March 30, 2020 Special Meeting (enclosure).

H. Consider sending Board member(s) to the 2020 SDA Annual Conference in Keystone on September 23, 24, and 25, 2020.

II. PUBLIC COMMENT

A. _____

III. FINANCIAL MATTERS

A. Review and ratify approval of the payment of claims represented by check nos. 1319 - 1332, in the amount of \$ 68,414.09 (enclosure).

B. Review and accept unaudited financial statements and schedule of cash position for the period ending March 31, 2020 (enclosure).

C. Discuss status of potential refunding of the District's General Obligation (Limited Tax Convertible to Unlimited Tax) Bonds, Series 2017A, and Subordinate General Obligation Limited Tax Bonds, Series 2017B (enclosure).

- D. Conduct status of a Public Hearing to Consider Amendment to 2019 Budget and Consider adoption of Resolution Amending 2019 Budget (enclosure - Resolution).
-

- E. Review and consider approval of 2019 Audited Financial Statements (enclosure – draft Audit) and authorize execution of Representations Letter (to be distributed).
-

IV. LEGAL MATTERS

- A. _____

V. OPERATION AND MAINTENANCE MATTERS

- A. Ratify approval of the Service Agreement with Doody Calls, LLC for pet waste removal (enclosure).
-

- 1. Ratify approval of proposal for installation of two dog waste stations by Doody Calls, LLC in the amount of \$640.00 (enclosure).
-

- B. Discuss status of Landscape Improvements.
-

- 1. Review and consider approval of proposal for Turf Demo and New Landscaping from Keesen Landscape Management, Inc. in the amount of \$28,332.01 (enclosures).
-

- C. Discuss status of pool opening.
-

- 1. Review and ratify approval of proposal for Pool Maintenance with Martin Capital, Inc. d/b/a Rocky Mountain Community Maintenance (enclosure).
-

- D. Discuss status of Parking Lot Sweeping and Striping.
-

1. Review and consider approval of proposals for street sweeping and striping (enclosures).
-

- E. Review and ratify Services Agreement between the District and Wyatt's Towing for Towing Services (to be distributed).
-

VI. COVENANT ENFORCEMENT MATTERS

- A. Community Manager's Update (Violations Report-enclosure).
-

VII. OTHER MATTERS

- A. _____

- VIII. ADJOURNMENT: **THE NEXT REGULAR MEETING IS SCHEDULED FOR AUGUST 18, 2020.**

Alysia Padilla

From: Alysia Padilla
Sent: Wednesday, April 1, 2020 8:48 AM
To: Alysia Padilla
Subject: FW: Debra McCartan Board resignation - Westown

From: Debra McCartan <djmccartan@verizon.net>
Sent: Monday, March 30, 2020 4:10 PM
To: Cindy Baldwin <cynbal@msn.com>
Cc: Elisabeth A. Cortese <ecortese@specialdistrictlaw.com>
Subject: Re: Debra McCartan Board resignation

Yes April 6th! It's been really enjoyable!

Get [BlueMail for Android](#)

On Mar 30, 2020, at 4:03 PM, Cindy Baldwin <cynbal@msn.com> wrote:

Thanks Deb.

I assume you mean April 6th?

Cindy

From: djmccartan@verizon.net <djmccartan@verizon.net>
Sent: Monday, March 30, 2020 3:59 PM
To: Cindy Baldwin <cynbal@msn.com>; 'Elisabeth A. Cortese' <ecortese@specialdistrictlaw.com>
Subject: Debra McCartan Board resignation

Cindy Baldwin, Pres.
Westown Board of Directions

Dear Cindy,

I'm writing to inform you of my intent to resign from the Westown Board of Directors as of Monday, March 6, 2020 because I'm moving out of the community. I've thoroughly enjoyed the experience and I know that you'll find a great replacement for me soon.

Debra McCartan
15533 W 65th Ave.
Unit D
Arvada, CO 80007
843-707-6067

NOTICE OF CANCELLATION
and
CERTIFIED STATEMENT OF RESULTS
§1-13.5-513(6), 32-1-104, 1-11-103(3) C.R.S.

NOTICE IS HEREBY GIVEN by the Westtown Metropolitan District, Jefferson County, Colorado, that at the close of business on the sixty-third day before the election, there were not more candidates for director than offices to be filled, including candidates filing affidavits of intent to be write-in candidates; therefore, the election to be held on May 5, 2020 is hereby canceled pursuant to section 1-13.5-513(6) C.R.S.

The following candidates are declared elected for the following terms of office:

<u>Name</u>	<u>Term</u>
Cindy Baldwin	Second Regular Election, May 2023
Hunter Owen	Next Regular Election, May 2022
Vacant	Second Regular Election, May 2023
Vacant	Second Regular Election, May 2023
Vacant	Next Regular Election, May 2022

/s/ Peggy Ripko

(Assistant Designated Election Official)

Contact Person for the District: Peggy Ripko
Telephone Number of the District: 303-987-0835
Address of the District: 141 Union Boulevard, Suite 150, Lakewood, CO 80228
District Facsimile Number: 303-987-2032
District Email:

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE WESTOWN METROPOLITAN DISTRICT (THE “DISTRICT”) HELD MARCH 30, 2020

A special meeting of the Board of Directors of the Westown Metropolitan District (referred to hereafter as the “Board”) was convened on Monday, March 30, 2020, at 1:00 p.m. Due to concerns regarding the spread of the coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, this District Board Meeting was held by conference call without any individuals (neither district representatives nor the general public) attending in person.

Directors in Attendance Were:

Cindy Baldwin
Debra McCartan
Hunter Owen
Chris Keddie

Also, In Attendance Were:

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

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

Diane Wheeler; Simmons & Wheeler, PC

Kyle Thomas, D.A. Davidson & Co.

Homeowners in attendance:

Patty Brown, Don Clemons, Natalia Blackie, Chris Weyer, Dave Weiss, and Shirley Smith

**DISCLOSURE OF
POTENTIAL
CONFLICTS OF
INTEREST**

Ms. Ripko 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.

RECORD OF PROCEEDINGS

Attorney Cortese further explained the process for conflicts with the residents in attendance.

ADMINISTRATIVE MATTERS

Agenda: Ms. Ripko distributed for the Board's review and approval a proposed Agenda for the District's special meeting.

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

Approval of Meeting Location: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. Following discussion, upon motion duly made by Director Baldwin seconded by Director McCartan and, upon vote, unanimously carried, due to restrictions regarding COVID-19, the Board further noted that notice of the date and time and telephonic manner of the meeting was duly posted and no objections to the telephonic manner of the meeting or any requests that the telephonic manner of the meeting be changed were received prior to the meeting.

Minutes: The Board reviewed the Minutes of the February 26, 2020 Regular Meeting.

Following discussion, upon motion duly made by Director Baldwin, seconded by Director Keddie and, upon vote, unanimously carried, the Minutes of the February 26, 2020 Regular Meeting were approved.

PUBLIC COMMENTS

Comments: Ms. Ripko provided each homeowners present the opportunity to address the Board. Topics discussed included:

- Garage sale on hold;
 - Ownership map in process;
 - Parking issues;
 - Grass in front of Building No. 4;
 - Repainting of ADA spaces- requests for proposals have been sent out;
 - Street sweeping;
 - Landscaping clean-up;
 - Parking signs between Building Nos. 4 and 5;
 - Dog waste;
 - Status of bike racks.
-

RECORD OF PROCEEDINGS

FINANCIAL MATTERS

Claims: There were no claims presented for approval or ratification.

Unaudited Financial Statements and Schedule of Cash Position: The unaudited financials statements and schedule of cash position were not present as they are prepared quarterly.

Discussion Regarding Refunding of the District's General Obligation (Limited Tax Convertible to Unlimited Tax) Bonds, Series 2017A and Subordinate General Obligation Limited Tax Bonds, Series 2017B: Mr. Thomas from D.A. Davidson & Co., presented on the potential refinancing of the District's 2017A and 2017B Bonds with a bank loan. The board directed Mr. Thomas to proceed with the request for proposal process.

LEGAL MATTERS

There were no Legal Matters for discussion at this time.

CONSTRUCTION MATTERS

The Board discussed the bike racks in the community and whether there were any remaining bike racks to be installed. Ms. Ripko noted that she will contact Century Communities to discuss.

OPERATION AND MAINTENANCE MATTERS

Pool Maintenance Contract for 2020 Season: Ms. Ripko reviewed the Pool Maintenance with Rocky Mountain Community Maintenance.

Following review and discussion, upon motion duly made by Director Baldwin, seconded by Director Owen and, upon vote, unanimously carried, the Board approved the proposal for Pool Maintenance with Rocky Mountain Community Maintenance.

Ms. Ripko indicated that she will send an update to the residents regarding the pool opening in light of COVID-19 restrictions.

Pet Waste Removal Service Agreement: Ms. Ripko reviewed the Service Agreement with Doody Calls, Inc. for Pet Waste Removal Services.

Following review and discussion, upon motion duly made by Director Keddie, seconded by Director McCartan and, upon vote, unanimously carried, the Board ratified approval of the Service Agreement with Doody Calls, Inc. for Pet Waste Removal Services.

RECORD OF PROCEEDINGS

Dog Waste Stations: Following discussion, upon motion duly made by Director Keddie, seconded by Director McCartan and, upon vote, unanimously carried, the Board authorized the installation of two dog waste stations by Doody Calls, Inc. in the amount of \$640.00.

**COVENANT
ENFORCEMENT
MATTERS**

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

OTHER BUSINESS

There was no other Business Matters before the Board at this time.

ADJOURNMENT

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

Respectfully submitted,

By _____
Secretary for the Meeting

Account	PO/Cont	Check #	Invoice	Date	Date Paid	Description	Amount
01-000-09050	0	1319	26155	02/29/2020	04/10/2020	February Accounting	3,135.54
	**** TOTAL ****			Simmons & Wheeler, PC			3,135.54
01-000-09300	0	1320	1030C Feb2	02/29/2020	04/10/2020	February Legal	4,645.00
	**** TOTAL ****			McGeady Becher, PC			4,645.00
01-000-09620	0	1321	271811	02/29/2020	04/10/2020	February Dog Maint	292.80
	**** TOTAL ****			Pet Scoop			292.80
01-000-09300	0	1322	1364	02/21/2020	04/10/2020	Feb Legal Svcs	500.00
01-000-09300	0	1322	1364 Mar	03/24/2020	04/10/2020	March Legal	500.00
	**** TOTAL ****			Altitude Community Law			1,000.00
01-000-09100	0	1323	Feb 2020	02/29/2020	04/10/2020	February Mgmt	5,067.52
01-000-09100	0	1323	Mar 2020	03/31/2020	04/10/2020	March Mgmt	6,102.74
	**** TOTAL ****			Special District Mgmt Services			11,170.26
01-000-09450	0	1324	7200310	03/10/2020	04/10/2020	Membership Fee	25.00
	**** TOTAL ****			Utility Notification Center of CO			25.00
01-000-09050	0	1325	26322	03/31/2020	05/11/2020	March accounting	848.60
	**** TOTAL ****			Simmons & Wheeler, PC			848.60
01-000-09300	0	1326	1030C 20	03/31/2020	05/11/2020	March Legal	2,705.50
	**** TOTAL ****			McGeady Becher, PC			2,705.50
01-000-09200	0	1327	Dues	01/14/2020	05/11/2020	2020 SDA Dues	458.15
	**** TOTAL ****			Special District Association			458.15
01-000-09375	0	1328	223213	04/03/2020	05/11/2020	Election Publication	22.00
	**** TOTAL ****			Colorado Community Media			22.00
01-000-09300	0	1329	1364 Apr	04/23/2020	05/11/2020	April Legal	500.00
	**** TOTAL ****			Altitude Community Law			500.00
01-000-09650	0	1330	107711	02/04/2020	05/11/2020	Snow removal	6,785.03
01-000-09650	0	1330	101625	11/30/2019	05/11/2020	Balance due on invoice	178.00
01-000-09650	0	1330	108827	02/07/2020	05/11/2020	Snow removal	5,547.50
01-000-09650	0	1330	109271	02/08/2020	05/11/2020	Snow Removal	7,376.29
01-000-09650	0	1330	109686	02/10/2020	05/11/2020	Snow Removal	4,698.78
01-000-09600	0	1330	110673	03/01/2020	05/11/2020	March landscaping	2,168.64
01-000-09650	0	1330	111063	02/11/2020	05/11/2020	Snow removal	4,823.78
01-000-09600	0	1330	112932	04/01/2020	05/11/2020	April landscaping	2,168.64
01-000-09650	0	1330	115607	04/16/2020	05/11/2020	4/16 Snow Removal	1,857.50
01-000-09600	0	1330	116292	05/01/2020	05/11/2020	May Landscape	2,168.64
01-000-09600	0	1330	117128	04/30/2020	05/11/2020	4/30 IRR Repair	102.50
	**** TOTAL ****			Keesen Landscape Mgt, Inc			37,875.30
01-000-09100	0	1331	04302020	04/30/2020	05/11/2020	April Management	4,978.94

Account	PO/Cont	Check #	Invoice	Date	Date Paid	Description	Amount
		**** TOTAL ****				Special District Mgmt Services	4,978.94
01-000-09620	0	1332	37350	04/30/2020	05/11/2020	April Service	757.00
		**** TOTAL ****				DoodyCalls	757.00
		*** GRAND TOTAL ***					68,414.09

Westown Metropolitan District
Financial Statements

March 31, 2020

ACCOUNTANT'S COMPILATION REPORT

Board of Directors
Westown Metropolitan District

Management is responsible for the accompanying financial statements of each major fund of Westown Metropolitan District, as of and for the period ended March 31, 2020, which are comprised of the Balance Sheet and the related Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Governmental Funds and account groups for the three months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit the Statement of Net Position, Statement of Activities, Management Discussion and Analysis and all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the District's financial position and results of operations. Accordingly, the financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to Westown Metropolitan District because we performed certain accounting services that impaired our independence.

Simmons & Wheeler, P.C.

May 21, 2020
Englewood, Colorado

Westtown Metropolitan District
Balance Sheet - Governmental Funds and Account Groups
March 31, 2020

See Accountant's Compilation Report

	General <u>Fund</u>	Capital Projects <u>Fund</u>	Debt <u>Fund</u>	Account <u>Groups</u>	Total <u>All Funds</u>
Assets					
Current assets					
Cash in checking	\$ 48,540	\$ -	\$ -	\$ -	\$ 48,540
Cash in Colotrust	116,296	-	189,211	-	305,507
Colotrust - Reserve	-	-	-	-	-
UMB	20,709	-	586,022	-	606,731
Cash/Dist Mgmt	29,612	-	-	-	29,612
Taxes Receivable	26,318	-	32,897	-	59,215
Prepaid Expenses	-	-	-	-	-
Accounts receivable - Mgmt	1,718	-	-	-	1,718
	<u>243,193</u>	<u>-</u>	<u>808,130</u>	<u>-</u>	<u>1,051,323</u>
Other assets					
Improvements	-	-	-	-	-
Amount available in debt service fund	-	-	-	808,130	808,130
Amount to be provided for retirement of debt	-	-	-	8,868,032	8,868,032
	<u>-</u>	<u>-</u>	<u>-</u>	<u>9,676,162</u>	<u>9,676,162</u>
	<u>\$ 243,193</u>	<u>\$ -</u>	<u>\$ 808,130</u>	<u>\$ 9,676,162</u>	<u>\$ 10,727,485</u>
Liabilities and Equity					
Current liabilities					
Accounts payable	\$ 106,562	\$ -	\$ -	\$ -	\$ 106,562
Prepaid Fees	4,376	-	-	-	4,376
	<u>110,938</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>110,938</u>
Bonds Payable 2017A	-	-	-	5,680,000	5,680,000
Bonds Payable 2017B	-	-	-	849,000	849,000
Note Payable - Developer - Ops	-	-	-	94,757	94,757
Note Payable - Dev interest - Ops	-	-	-	32,872	32,872
Note Payable - Developer - Cap	-	-	-	2,553,354	2,553,354
Note Payable - Dev interest - Cap	-	-	-	466,179	466,179
	<u>110,938</u>	<u>-</u>	<u>-</u>	<u>9,676,162</u>	<u>9,787,100</u>
Fund Equity					
Investment in improvements	-	-	-	-	-
Fund balance (deficit)	132,255	-	808,130	-	940,385
	<u>132,255</u>	<u>-</u>	<u>808,130</u>	<u>-</u>	<u>940,385</u>
	<u>\$ 243,193</u>	<u>\$ -</u>	<u>\$ 808,130</u>	<u>\$ 9,676,162</u>	<u>\$ 10,727,485</u>

Westtown Metropolitan District
Statement of Revenues, Expenditures and Changes in Fund Balance
Governmental Funds
Budget and Actual
For the 3 Months Ended March 31, 2020
General Fund

See Accountant's Compilation Report

	Annual <u>Budget</u>	Actual	Variance Favorable <u>(Unfavorable)</u>
Revenues			
Property taxes	\$ 359,056	\$ 172,534	\$ (186,522)
Specific ownership taxes	24,418	6,415	(18,003)
Assessments/Fee Income	128,952	41,304	(87,648)
Transfer from Capital Projects	-	-	-
Interest income	<u>1,500</u>	<u>425</u>	<u>(1,075)</u>
	<u>513,926</u>	<u>220,678</u>	<u>(293,248)</u>
Expenditures			
Audit	5,000	-	5,000
Accounting	10,000	4,504	5,496
District Management	20,000	13,542	6,458
Insurance	9,500	8,943	557
Legal	30,000	10,273	19,727
Election	10,000	28	9,972
Miscellaneous	1,000	642	358
Street Lights	1,000	-	1,000
Water & Sewer	15,000	810	14,190
Phone	-	393	(393)
Townhome water	26,000	9,007	16,993
Townhome Trash	36,000	5,780	30,220
Landscape contract	27,000	6,506	20,494
Grounds Contract Extra	5,000	-	5,000
Sprinkler Repairs	8,500	-	8,500
Pool/Spa/Bathrooms/Building	15,000	-	15,000
Pet Waste Pickup	4,000	293	3,707
Snow Removal	65,000	29,409	35,591
Street Sweeping	2,500	-	2,500
Monuments	750	-	750
Signage	2,700	-	2,700
Treasurer's Fees	5,386	2,588	2,798
Community Management	20,000	-	20,000
Billing	15,000	-	15,000
Parking Space Striping	4,000	-	4,000
Gas & Electric	11,500	-	11,500
Contingency	129,918	-	129,918
Reserve and study	8,635	-	8,635
Emergency Reserve	<u>84,000</u>	<u>-</u>	<u>84,000</u>
	<u>572,389</u>	<u>92,718</u>	<u>479,671</u>
Excess (deficiency) of revenues over expenditures	(58,463)	127,960	186,423
Fund balance - beginning	<u>58,463</u>	<u>4,295</u>	<u>(54,168)</u>
Fund balance - ending	\$ <u>-</u>	\$ <u>132,255</u>	\$ <u>132,255</u>

Westown Metropolitan District
Statement of Revenues, Expenditures and Changes in Fund Balance
Governmental Funds
Budget and Actual
For the 3 Months Ended March 31, 2020
Capital Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues			
Developer advance	\$ -	\$ -	\$ -
Bond Proceeds	-	-	-
Interest income	100	-	(100)
	<u>100</u>	<u>-</u>	<u>(100)</u>
Expenditures			
Capital Outlay	690	-	690
Cost of Issuance	-	-	-
Transfer to Debt Service	-	-	-
Repay developer advances	-	-	-
Project Management	-	-	-
	<u>690</u>	<u>-</u>	<u>690</u>
Excess (deficiency) of revenues over expenditures	(590)	-	590
Fund balance - beginning	<u>590</u>	<u>-</u>	<u>(590)</u>
Fund balance - ending	\$ <u><u>-</u></u>	\$ <u><u>-</u></u>	\$ <u><u>-</u></u>

Westtown Metropolitan District
Statement of Revenues, Expenditures and Changes in Fund Balance
Governmental Funds
Budget and Actual
For the 3 Months Ended March 31, 2020
Debt Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues			
Property taxes	\$ 448,821	\$ 215,667	\$ (233,154)
Specific ownership taxes	30,523	8,018	(22,505)
Transfer from Capital Project	-	-	-
Interest income	<u>2,500</u>	<u>1,373</u>	<u>(1,127)</u>
	<u>481,844</u>	<u>225,058</u>	<u>(256,786)</u>
Expenditures			
Bond Principal	25,000	-	25,000
Bond Interest	284,000	-	284,000
Treasurer's Fees	6,719	3,235	3,484
Paying Agent Fees	5,000	-	5,000
Miscellaneous	<u>-</u>	<u>-</u>	<u>-</u>
	<u>320,719</u>	<u>3,235</u>	<u>317,484</u>
Excess (deficiency) of revenues over expenditures	161,125	221,823	60,698
Fund balance - beginning	<u>586,065</u>	<u>586,307</u>	<u>242</u>
Fund balance - ending	\$ <u><u>747,190</u></u>	\$ <u><u>808,130</u></u>	\$ <u><u>60,940</u></u>

LEADERS IN
INFRASTRUCTURE
FINANCE

D.A. DAVIDSON & CO.
SPECIAL DISTRICT GROUP

FROM BLUEPRINT TO BOTTOM LINE



D.A. Davidson & Co.
member SIPC
FIXED INCOME CAPITAL MARKETS



Westown Metropolitan District

Current debt structure:

	Series 2017A	Series 2017B
Principal Outstanding	\$5,680,000	\$849,000
Interest Rate	5.00%	7.375%
Call Date	12/1/2022	12/15/2022
Final Maturity	12/1/2047	12/15/2047

Key credit features

- 55.535 mills used to service the debt in 2020
- Senior Debt to assessed rate (70%) assuming Final 2019 AV of ~\$8M
- Diverse tax base
- Built out project



Refinancing Options

1. Refinance Debt today with a taxable convertible to tax-exempt fixed rate loan
 - Based on recent increases in interest rates and more stringent credit requirements, banks were not comfortable offering a 20 year fixed rate loan
 - This structure could be an option in future as rates and credit requirements change
2. Refinance debt today with a taxable convertible to tax-exempt loan, subject to rate adjustments
 - Banks will offer 7 year or 10 year fixed rates, with an anticipated rate reset based on a pre-determined spread to a benchmark scale
 - This option provides savings to the District today and allows the mill levy to be reduced
 - There is interest rate risk with this option, however the mill levy limit still exists so in no case would the levy be above the maximum cap of 55.5 mills
3. Refinance bonds in future.
 - Continue to monitor the credit markets and refinance the debt when rates are more attractive, banks are more willing to provide 20 year fixed rate loans or at the current call date when a public bond offering would be an option



Summary of Financing Options

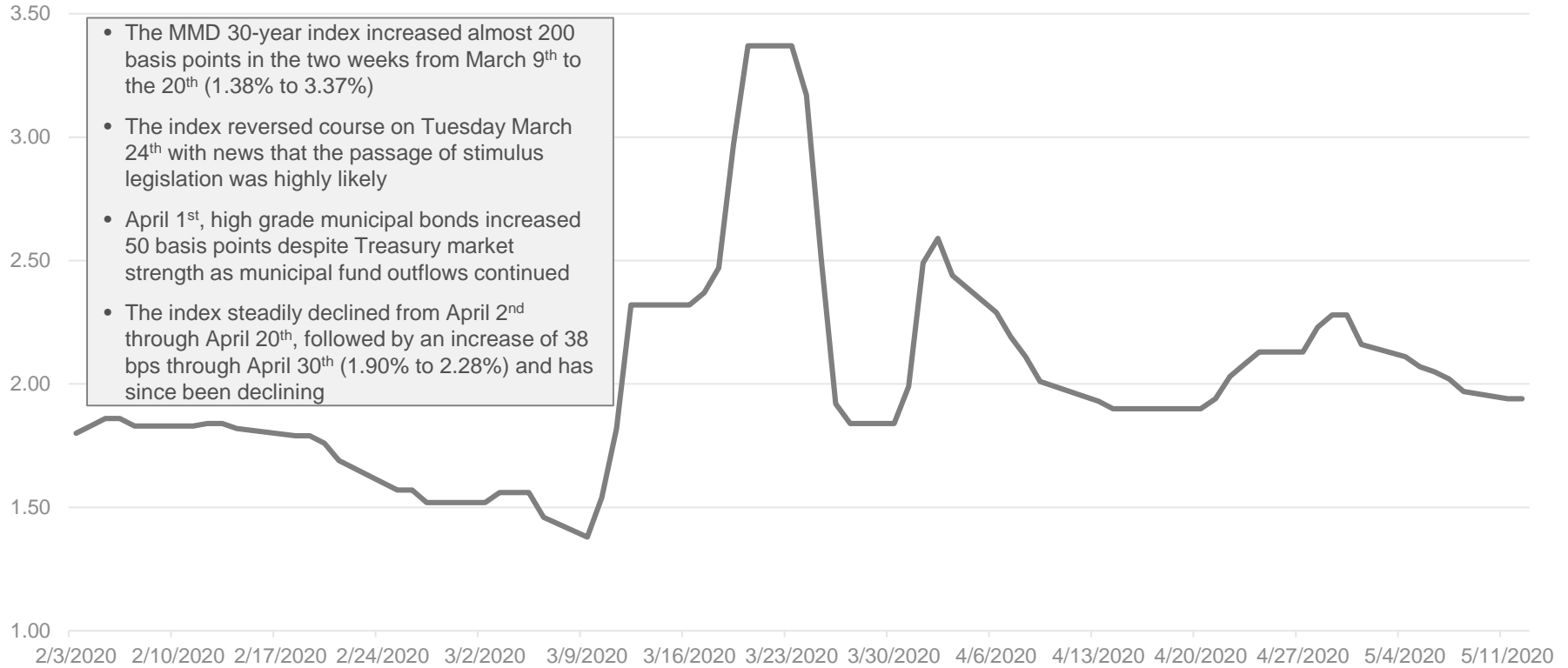
	Current Outstanding Debt	2020 Bank Loan	2022 Bank Loan
Par Amount	\$6,529,000	\$7,340,000	\$6,505,000
Projected Debt Levy	56 mills in 2020	46.5 mills in 2021	45 mills in 2023
2021 Debt Service	\$338,000	\$390,376	NA
Present Value Savings	NA	\$232,322* (4.1% of refunded bonds)	\$1,349,000 (24% of refunded bonds)
Annual Savings	NA	~\$53,000/year	~85,300/year
Interest Rate (Net Interest Cost)	5.31% (blended)	2.90% (fixed for 10 years, then subject to reset)	3.0%
Final Maturity	12/15/2047	12/1/2047	12/1/2040

* Assumed 5% rate in year 10, which substantially lowers NPV savings



Municipal Market Update

30 Year AAA MMD February 2020 – May 12, 2020



Source: Thomson MMD – AAA Rated GO, 30 year average life.
As of 5/12/2020.

RESOLUTION NO. 2020-05-01

RESOLUTION TO AMEND BUDGET

**RESOLUTION OF THE WESTOWN METROPOLITAN DISTRICT TO AMEND THE
2019 BUDGET**

Pursuant to Section 29-1-109, C.R.S., the Board of Westown Metropolitan District (the “**District**”), hereby certifies that a special meeting of the Board of Directors of the District, was held on October 24, 2018, at West Woods Community Police Station, 6644 Kendrick Drive, Arvada, Colorado 80007.

A. At such meeting, the Board of Directors of the District adopted that certain Resolution No. 2018-10-02 to Adopt Budget appropriating funds for the fiscal year 2019 as follows:

General Fund	\$362,807
Capital Projects Fund	\$5,622
Debt Service Fund	\$293,099

B. The necessity has arisen for additional General Fund, Capital Projects Fund and Debt Service Fund appropriations requiring the expenditure of funds in excess of those appropriated for the fiscal year 2019.

C. The source and amount of revenues for such expenditures, the purposes for which such revenues are being appropriated, and the fund(s) which shall make such supplemental expenditures are described on **Exhibit A**, attached hereto and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Westown Metropolitan District shall and hereby does amend the budget for the fiscal year 2019 as follows:

General Fund	\$414,437
Capital Projects Fund	\$7,500
Debt Service Fund	\$294,125

BE IT FURTHER RESOLVED, that such sum is hereby appropriated from unexpected revenues available to the District to the General Fund, Capital Projects Fund and Debt Service Fund for the purpose stated.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO RESOLUTION OF THE WESTOWN METROPOLITAN
DISTRICT TO AMEND THE 2019 BUDGET]**

RESOLUTION APPROVED AND ADOPTED on May 27, 2020.

**WESTOWN METROPOLITAN
DISTRICT**

By: _____
President

Attest:

By: _____
Secretary

EXHIBIT A

Original and Amended Budget Appropriations

Westown Metropolitan District FKA Hometown Metropolitan District No. 1
Amended Budget
General Fund
For the Year ended December 31, 2019

	Actual <u>2018</u>	Adopted Budget <u>2019</u>	Actual <u>6/30/2019</u>	Amended <u>2019</u>
Beginning fund balance	\$ 91,210	\$ 37,650	\$ 49,785	\$ 50,000
Revenues:				
Property taxes	108,519	219,302	214,202	219,302
Ownership taxes	10,050	14,635	8,896	14,635
Assessments	88,805	90,720	59,575	125,000
Developer advances	-	-	-	-
Interest income	2,021	500	760	5,500
Total revenues	<u>209,395</u>	<u>325,157</u>	<u>283,433</u>	<u>364,437</u>
Total funds available	<u>300,605</u>	<u>362,807</u>	<u>333,218</u>	<u>414,437</u>
Expenditures:				
Legal	33,677	30,000	32,934	45,000
Accounting	11,944	10,000	5,498	10,000
Audit	4,200	5,000	-	5,000
Election	1,568	-	-	-
Engineer	-	-	4,155	-
Insurance	7,850	8,800	8,877	8,800
Miscellaneous	6,739	200	634	1,868
District management	28,977	21,550	28,424	60,000
Community management	-	-	-	-
Billing	-	-	-	-
Treasurer's fees	1,628	3,290	3,214	3,290
Landscape Contract	58,772	45,000	28,820	45,000
Grounds Contract Extras	-	5,000	990	-
Sprinkler Repairs	-	8,500	1,220	-
Snow Removal	20,728	20,000	96,707	140,000
Parking Space Striping	-	4,000	-	-
Pool and Spa and Pool Bathrooms/Building	19,543	34,500	1,187	3,950
Street Sweeping	-	2,500	-	-
Monuments	-	750	-	-
Signage	-	2,700	-	-
Street Lights	2,183	-	-	-
Pet Waste Pickup	2,358	4,000	2,073	4,000
Gas & Electric	-	11,500	797	-
Water & Sewer	34,653	17,000	49	-
Townhome water	-	30,000	13,794	58,500
Townhome trash	16,000	23,242	9,216	22,000
Contingency	-	22,246	-	7,029
Reserve study	-	4,000	-	-
Reserve	-	42,000	-	-
Emergency reserve	-	7,029	-	-
Total expenditures	<u>250,820</u>	<u>362,807</u>	<u>238,589</u>	<u>414,437</u>
Ending fund balance	<u>\$ 49,785</u>	<u>\$ -</u>	<u>\$ 94,629</u>	<u>\$ -</u>
Assessed value		<u>\$ 5,042,010</u>		
Mill levy		<u>43.495</u>		

Westown Metropolitan District FKA Hometown Metropolitan District No. 1
Amended Budget
Capital Project Fund
For the Year ended December 31, 2019

	Actual <u>2018</u>	Adopted Budget <u>2019</u>	Actual <u>6/30/2019</u>	Amended <u>2019</u>
Beginning fund balance	\$ 5,422	\$ 5,522	\$ 6,112	\$ 7,400
Revenues:				
Developer advance	-	-	-	-
Bond proceeds	-	-	-	-
Interest income	690	100	330	100
Total revenues	<u>690</u>	<u>100</u>	<u>330</u>	<u>100</u>
Total funds available	<u>6,112</u>	<u>5,622</u>	<u>6,442</u>	<u>7,500</u>
Expenditures:				
Capital outlay	-	5,622	-	7,500
Cost of issuance	-	-	-	-
Transfer to debt service	-	-	-	-
Repay developer advances	-	-	-	-
Total expenditures	<u>-</u>	<u>5,622</u>	<u>-</u>	<u>7,500</u>
Ending fund balance	<u>\$ 6,112</u>	<u>\$ -</u>	<u>\$ 6,442</u>	<u>\$ -</u>

Westown Metropolitan District FKA Hometown Metropolitan District No. 1
Amended Budget
Debt Service Fund
For the Year ended December 31, 2019

	Actual <u>2018</u>	Adopted Budget <u>2019</u>	Actual 6/30/2019	Amended <u>2019</u>
Beginning fund balance	\$ 698,699	\$ 564,530	\$ 573,064	\$ 573,064
Revenues:				
Property taxes	135,848	274,129	267,754	274,100
Ownership taxes	12,580	18,295	11,120	22,000
Transfer from Capital Project	-	-	-	-
Interest income	<u>6,452</u>	<u>2,500</u>	<u>5,426</u>	<u>10,000</u>
Total revenues	<u>154,880</u>	<u>294,924</u>	<u>284,300</u>	<u>306,100</u>
Total funds available	<u>853,579</u>	<u>859,454</u>	<u>857,364</u>	<u>879,164</u>
Expenditures:				
Bond interest	278,478	284,000	142,000	284,000
Bond principal	-	-	-	-
Paying agent fees	-	5,000	-	6,000
Treasurer's fees	<u>2,037</u>	<u>4,099</u>	<u>4,018</u>	<u>4,125</u>
Total expenditures	<u>280,515</u>	<u>293,099</u>	<u>146,018</u>	<u>294,125</u>
Ending fund balance	<u>\$ 573,064</u>	<u>\$ 566,355</u>	<u>\$ 711,346</u>	<u>\$ 585,039</u>
Assessed value		<u>\$ 5,042,010</u>		
Mill levy		<u>54.369</u>		
Total Mill Levy		<u>97.864</u>		

DRAFT 2-23-2020

WESTOWN METROPOLITAN DISTRICT

Financial Statements

Year Ended December 31, 2019

with

Independent Auditors' Report

DRAFT 2-23-2020

CONTENTS

	<u>Page</u>
<u>Independent Auditors' Report</u>	I
<u>Basic Financial Statements</u>	
Balance Sheet/Statement of Net Position - Governmental Funds	1
Statement of Revenues, Expenditures and Changes in Fund Balances/Statement of Activities - Governmental Funds	2
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund	3
Notes to Financial Statements	4
<u>Supplemental Information</u>	
Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - Debt Service Fund	18
Schedule of Revenues, Expenditures and Changes in Fund Balance Budget and Actual - Capital Projects Fund	19
Summary of Assessed Valuation, Mill Levy and Property Taxes Collected	20

DRAFT 2-23-2020

WESTOWN METROPOLITAN DISTRICT

BALANCE SHEET/STATEMENT OF NET POSITION GOVERNMENTAL FUNDS December 31, 2019

	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Total</u>	<u>Adjustments</u>	<u>Statement of Net Position</u>
ASSETS						
Cash and investments	\$ 85,367	\$ -	\$ -	\$ 85,367	\$ -	\$ 85,367
Cash and investments - restricted	8,635	584,287	-	592,922	-	592,922
Receivable - County Treasurer	1,616	2,020	-	3,636	-	3,636
Property taxes receivable	359,056	448,821	-	807,877	-	807,877
Receivable - other	1,718	-	-	1,718	-	1,718
Prepaid expenses	350	-	-	350	-	350
Capital assets not being depreciated	-	-	-	-	6,009,068	6,009,068
Total Assets	\$ 456,742	\$ 1,035,128	\$ -	\$ 1,491,870	6,009,068	7,500,938
LIABILITIES						
Accounts payable	\$ 89,015	\$ -	\$ -	\$ 89,015	-	89,015
Prepaid homeowner fees	4,376	-	-	4,376	-	4,376
Accrued interest on bonds	-	-	-	-	157,928	157,928
Long-term liabilities:						
Due within one year	-	-	-	-	25,000	25,000
Due in more than one year	-	-	-	-	9,598,346	9,598,346
Total Liabilities	93,391	-	-	93,391	9,781,274	9,874,665
DEFERRED INFLOWS OF RESOURCES						
Deferred property taxes	359,056	448,821	-	807,877	-	807,877
Total Deferred Inflows of Resources	359,056	448,821	-	807,877	-	807,877
FUND BALANCES/NET POSITION						
Fund Balances:						
Nonspendable:						
Prepays	350	-	-	350	(350)	-
Restricted:						
Emergencies	8,635	-	-	8,635	(8,635)	-
Debt service	-	586,307	-	586,307	(586,307)	-
Unassigned	(4,690)	-	-	(4,690)	4,690	-
Total Fund Balances	4,295	586,307	-	590,602	(590,602)	-
Total Liabilities, Deferred Inflows of Resources and Fund Balances	\$ 456,742	\$ 1,035,128	\$ -	\$ 1,491,870		
Net Position:						
Net investment in capital assets					(3,614,278)	(3,614,278)
Restricted for:						
Emergencies					8,635	8,635
Debt service					428,379	428,379
Unrestricted					(4,340)	(4,340)
Total Net Position					\$ (3,181,604)	\$ (3,181,604)

The notes to the financial statements are an integral part of these statements.

DRAFT 2-23-2020

WESTTOWN METROPOLITAN DISTRICT

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES/STATEMENT OF ACTIVITIES

GOVERNMENTAL FUNDS

For the Year Ended December 31, 2019

	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Total</u>	<u>Adjustments</u>	<u>Statement of Activities</u>
EXPENDITURES						
Accounting	\$ 11,439	\$ -	\$ -	\$ 11,439	\$ -	\$ 11,439
Audit	4,350	-	-	4,350	-	4,350
Insurance	8,527	-	-	8,527	-	8,527
Legal	45,184	-	-	45,184	-	45,184
District management	59,087	-	-	59,087	-	59,087
Miscellaneous expenses	3,813	-	-	3,813	-	3,813
Landscape maintenance	46,445	-	-	46,445	-	46,445
Pet waste pickup	4,359	-	-	4,359	-	4,359
Pool/Spa/Bathroom/Building	4,276	-	-	4,276	-	4,276
Snow removal	138,613	-	-	138,613	-	138,613
Utilities	56,003	-	-	56,003	-	56,003
Townhome trash	21,595	-	-	21,595	-	21,595
Treasurer's fees	3,292	4,116	-	7,408	-	7,408
Bond interest expense	-	284,000	-	284,000	67,535	351,535
Bond issuance costs	-	-	6,719	6,719	-	6,719
Trustee fees	-	6,000	-	6,000	-	6,000
Developer advances - interest	-	-	-	-	211,849	211,849
Total Expenditures	406,983	294,116	6,719	707,818	279,384	987,202
PROGRAM REVENUES						
Homeowner assessments	121,171	-	-	121,171	-	121,171
Total Program Revenues	121,171	-	-	121,171	-	121,171
Net Program Income (Expenses)	(285,812)	(294,116)	(6,719)	(586,647)	(279,384)	(866,031)
GENERAL REVENUES						
Property taxes	219,218	274,024	-	493,242	-	493,242
Specific ownership taxes	18,686	23,358	-	42,044	-	42,044
Interest and other income	2,418	9,978	608	13,004	-	13,004
Total General Revenues	240,322	307,360	608	548,290	-	548,290
NET CHANGES IN FUND BALANCES	(45,490)	13,244	(6,111)	(38,357)	38,357	
CHANGE IN NET POSITION					(317,741)	(317,741)
FUND BALANCES/NET POSITION:						
BEGINNING OF YEAR	49,785	573,063	6,111	628,959	(3,492,822)	(2,863,863)
END OF YEAR	\$ 4,295	\$ 586,307	\$ -	\$ 590,602	\$ (3,772,206)	\$ (3,181,604)

The notes to the financial statements are an integral part of these statements.

DRAFT 2-23-2020

WESTOWN METROPOLITAN DISTRICT

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL - GENERAL FUND

For the Year Ended December 31, 2019

	Original <u>Budget</u>	Original & Final <u>Budget</u>	<u>Actual</u>	Variance Favorable <u>(Unfavorable)</u>
REVENUES				
Property taxes	\$ 219,302	\$ 219,302	\$ 219,218	\$ (84)
Specific ownership taxes	14,635	14,635	18,686	4,051
Interest and other income	500	5,500	2,418	(3,082)
Homeowner assessments	<u>90,720</u>	<u>125,000</u>	<u>121,171</u>	<u>(3,829)</u>
Total Revenues	<u>325,157</u>	<u>364,437</u>	<u>361,493</u>	<u>(2,944)</u>
EXPENDITURES				
Accounting	10,000	10,000	11,439	(1,439)
Audit	5,000	5,000	4,350	650
Election expense	-	-	-	-
Insurance	8,800	8,800	8,527	273
Legal	30,000	45,000	45,184	(184)
District management	21,550	60,000	59,087	913
Miscellaneous expenses	200	1,868	3,813	(1,945)
Landscape maintenance	58,500	45,000	46,445	(1,445)
Pet waste pickup	4,000	4,000	4,359	(359)
Pool/Spa/Bathroom/Building	34,500	3,950	4,276	(326)
Snow removal	20,000	140,000	138,613	1,387
Utilities	58,500	58,500	56,003	2,497
Townhome trash	23,242	22,000	21,595	405
Parking lot and street maintenance	6,500	-	-	-
Monuments and signage	3,450	-	-	-
Treasurer's fees	3,290	3,290	3,292	(2)
Reserve	46,000	-	-	-
Contingency	22,246	-	-	-
Emergency reserve	<u>7,029</u>	<u>7,029</u>	<u>-</u>	<u>7,029</u>
Total Expenditures	<u>362,807</u>	<u>414,437</u>	<u>406,983</u>	<u>7,454</u>
NET CHANGE IN FUND BALANCE	(37,650)	(50,000)	(45,490)	4,510
FUND BALANCE:				
BEGINNING OF YEAR	<u>37,650</u>	<u>50,000</u>	<u>49,785</u>	<u>(215)</u>
END OF YEAR	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 4,295</u>	<u>\$ 4,295</u>

The notes to the financial statements are an integral part of these statements.

WESTOWN METROPOLITAN DISTRICT

Notes to Financial Statements
December 31, 2019

Note 1: Summary of Significant Accounting Policies

The accounting policies of Westown Metropolitan District (“the District”), located within the City of Arvada (“City”), in Jefferson County, Colorado, conform to the accounting principles generally accepted in the United States of America (“GAAP”) as applicable to governmental units. The Governmental Accounting Standards Board (“GASB”) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The following is a summary of the more significant policies consistently applied in the preparation of financial statements.

Definition of Reporting Entity

The District was organized on June 13, 2008, concurrently with Hometown Metropolitan District No. 2 (“District No. 2”), Hometown Metropolitan District No. 3 (“District No. 3”) and Hometown Metropolitan District No. 4 (“District No. 4”) (collectively, the “Districts”), as a quasi-municipal organization established under the State of Colorado Special District Act. Both District No. 3 and District No. 4 dissolved by Order of the Jefferson County District Court on January 28, 2016 and recorded with the Jefferson County Clerk and Recorder on February 4, 2016. On May 8, 2016, the District changed its name to Westown Metropolitan District and operates separately from District No. 2. The District was established to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of water, sanitation/storm sewer, street, safety protection, parks and recreation, transportation limited television relay and translation facilities, mosquito control, and limited fire protection services within the boundaries of the District to serve the future taxpayers and inhabitants of the District. The District's primary revenues are property taxes. The District is governed by an elected Board of Directors.

The District is to convey the completed public improvements, other than park and recreation improvements, to the City of Arvada or other appropriate jurisdiction. With the exception of park and recreation improvements, the District is not authorized to operate and maintain public improvements unless set forth in a separate agreement with the City.

As required by GAAP, these financial statements present the activities of the District, which is legally separate and financially independent of other state and local governments. The District follows the GASB pronouncements which provide guidance for determining which governmental activities, organizations and functions should be included within the financial reporting entity. GASB sets forth the financial accountability of a governmental organization’s elected governing body as the basic criterion for including a possible component governmental organization in a primary government’s legal entity. Financial accountability includes, but is not limited to, appointment of a voting majority of the organization’s governing body, ability to impose its will on the organization, a potential for the organization to provide specific financial benefits or burdens and fiscal dependency. The pronouncements also require including a possible component unit if it would be misleading to exclude it.

WESTOWN METROPOLITAN DISTRICT

Notes to Financial Statements December 31, 2019

The District is not financially accountable for any other organization. The District has no component units as defined by the GASB.

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

Basis of Presentation

The accompanying financial statements are presented per GASB Statement No. 34 - Special Purpose Governments.

The government-wide financial statements (i.e. the governmental funds balance sheet/statement of net position and the governmental funds statement of revenues, expenditures, and changes in fund balances/statement of activities) report information on all of the governmental activities of the District. The statement of net position reports all financial and capital resources of the District. The difference between the (a) assets and deferred outflows of resources and the (b) liabilities and deferred inflows of resources of the District is reported as net position. The statement of activities demonstrates the degree to which expenditures/expenses of the governmental funds are supported by general revenues. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct and indirect expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Major individual governmental funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Property taxes are recognized as revenues in the year for which they are collected.

WESTTOWN METROPOLITAN DISTRICT

Notes to Financial Statements December 31, 2019

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. The material sources of revenue subject to accrual are property taxes and interest. Expenditures, other than interest on long-term obligations, are recorded when the liability is incurred or the long-term obligation is paid.

The District reports the following major governmental funds:

General Fund - The General Fund is the general operating fund of the District. It is used to account for all financial resources not accounted for and reported in another fund.

Debt Service Fund – The Debt Service Fund is used to account for all financial resources that are restricted, committed or assigned to expenditures for principal, interest and other debt related costs.

Capital Projects Fund – The Capital Projects Fund is used to account for all financial resources that are restricted, committed or assigned to expenditures for capital outlays, including the acquisition or construction of capital facilities and other assets.

Budgetary Accounting

Budgets are adopted on a GAAP basis for the governmental funds. In accordance with the State Budget Law of Colorado, the District's Board of Directors holds public hearings in the fall of each year to approve the budget and appropriate the funds for the ensuing year. The District's Board of Directors can modify the budget by line item within the total appropriation without notification. The appropriation can only be modified upon completion of notification and publication requirements. The budget includes each fund on its basis of accounting unless otherwise indicated. The appropriation is at the total fund expenditures level and lapses at year end.

The District amended its total appropriations in the General Fund from \$362,807 to \$414,437 primarily as a result of the increased cost of snow removal, in the Capital Projects Fund from \$5,622 to \$7,500 primarily due to costs of issuance costs, and in the Debt Service Fund from \$293,099 to \$294,125 due to an increase in the costs associated with the Trustee for the Series 2017 A Bonds and the Series 2017 B Bonds.

WESTOWN METROPOLITAN DISTRICT

Notes to Financial Statements December 31, 2019

Assets, Liabilities, Deferred Inflows/Inflows of Resources and Net Position

Fair Value of Financial Instruments

The District's financial instruments include cash and cash equivalents, accounts receivable and accounts payable. The District estimates that the fair value of all financial instruments at December 31, 2019, does not differ materially from the aggregate carrying values of its financial instruments recorded in the accompanying balance sheet. The carrying amount of these financial instruments approximates fair value because of the short maturity of these instruments.

Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and short-term investments with maturities of three months or less from the date of acquisition. Investments for the government are reported at fair value.

The District follows the practice of pooling cash and investments of all funds to maximize investment earnings. Except when required by trust or other agreements, all cash is deposited to and disbursed from a minimum number of bank accounts. Cash in excess of immediate operating requirements is pooled for deposit and investment flexibility. Investment earnings are allocated periodically to the participating funds based upon each fund's average equity balance in the total cash.

Estimates

The preparation of these financial statements in conformity with GAAP requires the District management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The District has no items that qualify for reporting in this category.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The District has one item that qualifies for reporting in this category. Deferred property taxes are deferred and recognized as an inflow of resources in the period that the amounts become available.

WESTOWN METROPOLITAN DISTRICT

Notes to Financial Statements December 31, 2019

Capital Assets

Capital assets, which include property, plant, equipment and infrastructure assets (e.g. roads, bridges, sidewalks, and similar items), are reported in the applicable governmental activities columns in the government-wide financial statements. Capital assets are defined by the District as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the assets or materially extend the life of the asset are not capitalized. Improvements are capitalized and depreciated over the remaining useful lives of the related fixed assets, as applicable using the straight-line method. Depreciation on property that will remain assets of the District is reported on the Statement of Activities as a current charge. Improvements that will be conveyed to other governmental entities are classified as construction in progress and are not depreciated. Land and certain landscaping improvements are not depreciated. As of December 31, 2019, the District assets were still being completed, and therefore has no depreciation expense in 2018.

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 30 or if in equal installments, at the taxpayers' election, in February and June. Delinquent taxpayers are notified in July or August and the sales of the resultant tax liens on delinquent properties are generally held in November or December. The County Treasurer remits the taxes collected monthly to the District.

Property taxes, net of estimated uncollectible taxes, are recorded initially as deferred inflows in the year they are levied and measurable since they are not normally available nor are they budgeted as a resource until the subsequent year. The deferred property taxes are recorded as revenue in the subsequent year when they are available or collected.

Long-Term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the Statement of Net Position.

WESTOWN METROPOLITAN DISTRICT

Notes to Financial Statements December 31, 2019

Fund Equity

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. Because circumstances differ among governments, not every government or every governmental fund will present all of these components. The following classifications make the nature and extent of the constraints placed on a government's fund balance more transparent:

Nonspendable Fund Balance

Nonspendable fund balance includes amounts that cannot be spent because they are either not spendable in form (such as inventory or prepaids) or are legally or contractually required to be maintained intact.

Restricted Fund Balance

The restricted fund balance includes amounts restricted for a specific purpose by external parties such as grantors, bondholders, constitutional provisions or enabling legislation.

The restricted fund balance in the General Fund represents Emergency Reserves that have been provided as required by Article X, Section 20 of the Constitution of the State of Colorado. A total of \$8,635 of the General Fund balance has been restricted in compliance with this requirement.

The restricted fund balance in the Debt Service Fund in the amount of \$586,307 is restricted for the payment of the debt service costs associated with the Series 2017 A Bonds (see Note 4).

Committed Fund Balance

The portion of fund balance that can only be used for specific purposes pursuant to constraints imposed by a formal action of the government's highest level of decision-making authority, the Board of Directors. The constraint may be removed or changed only through formal action of the Board of Directors.

Assigned Fund Balance

Assigned fund balance includes amounts the District intends to use for a specific purpose. Intent can be expressed by the District's Board of Directors or by an official or body to which the Board of Directors delegates the authority.

Unassigned Fund Balance

Unassigned fund balance includes amounts that are available for any purpose. Positive amounts are reported only in the General Fund, all other funds can report negative amounts.

For the classification of Governmental Fund balances, the District considers an expenditure to be made from the most restrictive first when more than one classification is available.

DRAFT 2-23-2020

WESTOWN METROPOLITAN DISTRICT

Notes to Financial Statements December 31, 2019

Net Position

Net Position represents the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. The District reports three categories of net position, as follows:

Net investment in capital assets – consists of net capital assets, reduced by outstanding balances of any related debt obligations and deferred inflows of resources attributable to the acquisition, construction, or improvement of those assets and increased by balances of deferred outflows or resources related to those assets.

Restricted net position – net position is considered restricted if their use is constrained to a particular purpose. Restrictions are imposed by external organizations such as federal or state laws. Restricted net position is reduced by liabilities and deferred inflows of resources related to the restricted assets.

Unrestricted net position – consists of all other net position that does not meet the definition of the above two components and is available for general use by the District.

When an expense is incurred for purposes for which both restricted and unrestricted net position are available, the District will use the most restrictive net position first.

Note 2: Cash and Investments

As of December 31, 2019, cash and investments are classified in the accompanying financial statements as follows:

Statement of Net Position:	
Cash and investments	\$ 85,367
Cash and investments - Restricted	<u>592,922</u>
Total	\$ <u>678,289</u>

Cash and investments as of December 31, 2019, consist of the following:

Deposits with financial institutions	\$ 44,040
Investments - COLOTRUST	<u>634,209</u>
	\$ <u>678,289</u>

WESTOWN METROPOLITAN DISTRICT

Notes to Financial Statements
December 31, 2019

Deposits

Custodial Credit Risk

The Colorado Public Deposit Protection Act, (“PDPA”) requires that all units of local government deposit cash in eligible public depositories. State regulators determine eligibility. Amounts on deposit in excess of federal insurance levels must be collateralized. The eligible collateral is determined by the PDPA. PDPA allows the institution to create a single collateral pool for all public funds. The pool is to be maintained by another institution or held in trust for all the uninsured public deposits as a group. The market value of the collateral must be at least equal to 102% of the aggregate uninsured deposits. The State Commissioners for banks and financial services are required by statute to monitor the naming of eligible depositories and reporting of the uninsured deposits and assets maintained in the collateral pools.

The District follows state statutes for deposits. None of the District’s deposits were exposed to custodial credit risk.

Investments

Investment Valuation

The District categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. The District’s investment is not required to be categorized within the fair value hierarchy. This investment’s value is calculated using the net asset value (NAV) per share.

Credit Risk

The District’s investment policy requires that the District follow state statutes for investments. Colorado statutes specify the types of investments meeting defined rating and risk criteria in which local governments may invest. These investments include obligations of the United States and certain U.S. Government agency entities, certain money market funds, guaranteed investment contracts, and local government investment pools.

Custodial and Concentration of Credit Risk

None of the District’s investments are subject to custodial or concentration of credit risk.

Interest Rate Risk

Colorado revised statutes limit investment maturities to five years or less unless formally approved by the Board of Directors.

WESTTOWN METROPOLITAN DISTRICT

Notes to Financial Statements December 31, 2019

As of December 31, 2019, the District had the following investments:

COLOTRUST

The local government investment pool, Colorado Local Government Liquid Asset Trust (“COLOTRUST”) is rated AAAM by Standard & Poor’s with a weighted average maturity of under 60 days. COLOTRUST is an investment trust/joint ventures established for local government entities in Colorado to pool surplus funds. The State Securities Commissioner administers and enforces all State statutes governing the Trust. COLOTRUST records its investments at fair value and the District records its investment in COLOTRUST using the net asset value method. The trusts operate similarly to a money market fund with each share maintaining a value of \$1.00. The Trust offers shares in two portfolios, COLOTRUST PRIME and COLOTRUST PLUS+. Both investments consist of U.S. Treasury bills and notes and repurchase agreements collateralized by U.S. Treasury securities. COLOTRUST PLUS+ may also invest in certain obligations of U.S. government agencies, highest rated commercial paper and repurchase agreements collateralized by certain obligations of U.S. government agencies. Designated custodian banks provide safekeeping and depository services to the trusts. Substantially all securities owned by the trusts are held by the Federal Reserve Bank in the accounts maintained for the custodian banks. The custodians’ internal records identify the investments owned by COLOTRUST. At December 31, 2019, the District had \$634,209 invested in COLOTRUST PLUS+.

Note 3: Capital Assets

An analysis of the changes in capital assets for the year ended December 31, 2019 follows:

<u>Governmental Type Activities:</u>	<u>Balance 1/1/2019</u>	<u>Additions</u>	<u>Deletions</u>	<u>Balance 12/31/2019</u>
<u>Capital assets not being depreciated:</u>				
Construction in Progress	\$6,009,068	\$ -	\$ -	\$6,009,068
Total capital assets not being depreciated	6,009,068	-	-	6,009,068
Government type assets, net	\$6,009,068	\$ -	\$ -	\$6,009,068

WESTOWN METROPOLITAN DISTRICT

Notes to Financial Statements December 31, 2019

Note 4: Long Term Debt

A description of the long-term obligations as of December 31, 2019, is as follows:

\$5,680,000 General Obligation (Limited Tax Convertible to Unlimited Tax) Bonds, Series 2017A and \$849,000 Subordinate General Obligation Limited Tax Bonds, Series 2017B

On December 8, 2017, the District issued \$5,680,000 of General Obligation (Limited Tax Convertible to Unlimited Tax) Bonds, Series 2017A (“Series 2017A Bonds”), and \$849,000 of Subordinate General Obligation Limited Tax Bonds, Series 2017B (“Series 2017B Bonds”), for the purpose of paying project costs of certain public infrastructure, paying the costs of issuance of the Series 2017A Bonds and the 2017B Bonds, funding the Senior Reserve Fund and, with respect to the Series 2017A Bonds only, funding a portion of interest to accrue on the Series 2017A Bonds. The Series 2017A Bonds bear interest at the rate of 5.0%, payable semiannually on each June 1 and December 1, commencing on June 1, 2018, and maturing on December 1, 2047. The Series 2017B Bonds bear interest at the rate of 7.375%, payable annually on December 15, commencing on December 15, 2018, to the extent that Pledged Revenue is available, and mature on December 15, 2047.

The Series 2017A Bonds are subject to a mandatory sinking fund redemption commencing on December 1, 2020 and are subject to redemption prior to maturity, at the option of the District, as a whole or in integral multiples of \$1,000, in any order of maturity and in whole or partial maturities, commencing on December 1, 2022, upon payment of par, accrued interest, and a redemption premium that ranges between 0% and 3%. The Series 2017B Bonds are subject to redemption prior to maturity, at the option of the District, as a whole or in integral multiples of \$1,000, in any order of maturity and in whole or partial maturities, commencing on December 15, 2022, upon payment of par, accrued interest, and a redemption premium that ranges between 0% and 3%. The Series 2017B Bonds are also subject to mandatory redemption from Subordinate Pledged Revenue, if any, on deposit in the Subordinate Bond Fund.

The Series 2017A Bonds are secured by the Senior Required Mill Levy, the Capital Fees, if any, the portion of the Specific Ownership Tax which is collected as a result of the Senior Required Mill Levy, and any other legally available moneys as determined by the District. The Series 2017A Bonds are also secured by the Senior Reserve Fund and the Senior Surplus Fund. The Series 2017B Bonds are secured by the Subordinate Required Mill Levy, the Subordinate Capital Fee Revenue, if any, the portion of the Specific Ownership Tax which is collected as a result of the Subordinate Required Mill Levy, any amount remaining in the Senior Surplus Fund after termination of the fund and any other legally available moneys as determined by the District.

DRAFT 2-23-2020

WESTOWN METROPOLITAN DISTRICT

Notes to Financial Statements December 31, 2019

The following is a summary of the annual long-term debt principal and interest requirements for the Series 2017A Bonds. Due to the uncertainty of the timing of the principal and interest payment on the Series 2017B Bonds, no schedule of principal and interest payments is presented.

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2020	\$ 25,000	\$ 284,000	\$ 309,000
2021	55,000	282,750	337,750
2022	65,000	280,000	345,000
2023	70,000	276,750	346,750
2024	80,000	273,250	353,250
2025-2029	510,000	1,299,500	1,809,500
2030-2034	760,000	1,148,250	1,908,250
2035-2039	1,065,000	929,250	1,994,250
2040-2044	1,475,000	624,250	2,099,250
2045-2047	<u>1,575,000</u>	<u>181,750</u>	<u>1,756,750</u>
	<u>\$ 5,680,000</u>	<u>5,579,750</u>	<u>11,259,750</u>

The following is an analysis of changes in long-term debt for the year ending December 31, 2019:

	<u>Balance</u> <u>1/1/2019</u>	<u>Additions</u>	<u>Deletions</u>	<u>Balance</u> <u>12/31/2019</u>	<u>Current</u> <u>Portion</u>
Series 2017A Bonds	\$5,680,000	\$ -	\$ -	\$ 5,680,000	\$ 25,000
Series 2017B Bonds	849,000	-	-	849,000	-
Developer reimbursement	2,648,111	-	-	2,648,111	-
Developer reimbursement - interest	<u>234,386</u>	<u>211,849</u>	<u>-</u>	<u>446,235</u>	<u>-</u>
Total	<u>\$9,411,497</u>	<u>\$ 211,849</u>	<u>\$ -</u>	<u>\$ 9,623,346</u>	<u>\$ 25,000</u>

Debt Authorization

As of December 31, 2019, the District had remaining voted debt authorization of approximately \$98,471,000. The District has not budgeted to issue any new debt during 2020. Per the District's Service Plan, the District cannot issue debt in excess of \$6,700,000.

WESTOWN METROPOLITAN DISTRICT

Notes to Financial Statements December 31, 2019

Note 5: Other Agreements

Operations Funding Agreement

The District and Park 5th Avenue Development Company, LLC ("Park 5th Avenue") entered into a 2017 Operation Funding Agreement on July 5, 2017, with an effective date of January 1, 2017 (the "2017 OFA"). Under the 2017 OFA, the District's anticipated shortfall for operations and maintenance expenses for fiscal year 2017 is the aggregate amount of \$124,829.00 (the "2017 Shortfall Amount"). Pursuant to the 2017 OFA, it is the District's intent to repay the amounts the Park 5th Avenue has advanced or directly paid, to the extent it has funds available from the imposition of its taxes, fees, rates, tolls, penalties and charges, and from any other revenue legally available, after the payment of its annual debt service obligations and annual operations and maintenance expenses, which repayment is subject to annual budget and appropriation. Simple interest accrues on each Park 5th Avenue advance from the date of deposit into the District's account or from the date of direct payment by Park 5th Avenue, until paid, at the rate of 8% per annum. The District's obligation to pay any Park 5th Avenue Advance does not constitute a multiple fiscal year financial obligation, and the making of any reimbursement thereof is subject to annual appropriation by the District in its absolute discretion.

Facilities Funding and Acquisition Agreement.

A Facilities Funding and Acquisition Agreement was entered into on November 29, 2017 with an effective date of January 1, 2009 ("FFAA") between the District and Park 5th Avenue. The FFAA provides that Park 5th Avenue shall advance funds necessary to fund the District's construction related expenses incurred by the District on a periodic basis through 2022. The total estimated cost to complete construction of the Improvements is Eight Million One Hundred and Seventy-Three Thousand Nine Hundred and Sixty-Five Dollars (\$8,173,965) ("Shortfall Amount"). Simple interest shall accrue at eight percent (8%) per annum until paid. In the event the District has not paid or reimbursed the Developer for any Outstanding Advances, Construction Related Expenses and/or Verified Costs by December 31, 2047, whether invoiced or not invoiced by such date, any amount of principal and accrued interest outstanding on such date shall be deemed to be forever discharged and satisfied in full.

Note 6: Related Party

Two of Board of Directors are employees, owners or are otherwise associated with the Developer and may have conflicts of interest in dealing with the District. Management believes that all potential conflicts, if any, have been disclosed to the Board.

Note 7: Tax, Spending and Debt Limitations

Article X, Section 20 of the Colorado Constitution, commonly known as the Taxpayer Bill of Rights ("TABOR"), contains tax, spending, revenue and debt limitations which apply to the State of Colorado and all local governments.

WESTTOWN METROPOLITAN DISTRICT

Notes to Financial Statements December 31, 2019

Spending and revenue limits are determined based on the prior year's Fiscal Year Spending adjusted for allowable increases based upon inflation and local growth. Fiscal Year Spending is generally defined as expenditures plus reserve increases with certain exceptions. Revenue in excess of the Fiscal Year Spending limit must be refunded unless the voters approve retention of such revenue.

TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3% of Fiscal Year Spending (excluding bonded debt service). Local governments are not allowed to use the emergency reserves to compensate for economic conditions, revenue shortfalls, or salary or benefit increases.

The District's management believes it is in compliance with the provisions of TABOR. However, TABOR is complex and subject to interpretation. Many of the provisions, including the interpretation of how to calculate Fiscal Year Spending limits will require judicial interpretation.

During 2008, a majority of the District's electors authorized the District to collect and spend or retain in a reserve all currently levied taxes and fees of the District without regard to any limitations under Article X, Section 20 of the Colorado Constitution.

Note 8: Risk Management

Except as provided in the Colorado Governmental Immunity Act, 24-10-101, et seq., CRS, the District may be exposed to various risks of loss related to torts, theft of, damage to, or destruction of assets; errors or omissions; injuries to agents; and natural disasters. The District has elected to participate in the Colorado Special Districts Property and Liability Pool ("Pool") which is an organization created by intergovernmental agreement to provide common liability and casualty insurance coverage to its members at a cost that is considered economically appropriate. Settled claims have not exceeded this commercial coverage in any of the past three fiscal years.

The District pays annual premiums to the Pool for auto, public officials' liability, and property and general liability coverage. In the event aggregated losses incurred by the Pool exceed its amounts recoverable from reinsurance contracts and its accumulated reserves, the District may be called upon to make additional contributions to the Pool on the basis proportionate to other members. Any excess funds which the Pool determines are not needed for purposes of the Pool may be returned to the members pursuant to a distribution formula.

WESTOWN METROPOLITAN DISTRICT

Notes to Financial Statements
December 31, 2019

Note 9: Reconciliation of Government-Wide Financial Statements and Fund Financial Statements

The Governmental Funds Balance Sheet/Statement of Net Position includes an adjustments column. The adjustments have the following elements:

- 1) capital improvements used in government activities are not financial resources and, therefore are not reported in the funds; and
- 2) long-term liabilities such as bonds payable, developer notes and accrued bond interest payable are not due and payable in the current period and, therefore, are not in the funds.

The Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances/Statement of Activities includes an adjustments column. The adjustments have the following elements:

- 1) governmental funds report capital outlays as expenditures, however, in the statement of activities, the costs of those assets are held as construction in process pending transfer to other governmental entities or depreciated over their useful lives;
- 2) governmental funds report interest expense on the modified accrual basis; however, interest expense is reported on the full accrual method on the Statement of Activities;
- 3) governmental funds report developer advances and/or bond proceeds as other financing sources, however they are reported as a liability in the Statement of Net Position; and,
- 4) governmental funds report long-term debt payments as expenditures, however, in the statement of activities, the payment of long-term debt is recorded as a decrease of long-term liabilities.

DRAFT 2-23-2020

SUPPLEMENTAL INFORMATION

DRAFT 2-23-2020

WESTOWN METROPOLITAN DISTRICT

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL - DEBT SERVICE FUND

For the Year Ended December 31, 2019

	Original <u>Budget</u>	Final <u>Budget</u>	<u>Actual</u>	Variance Favorable <u>(Unfavorable)</u>
REVENUES				
Property taxes	\$ 274,129	\$ 274,129	\$ 274,024	\$ (105)
Specific ownership taxes	18,295	18,295	23,358	5,063
Interest and other income	<u>2,500</u>	<u>2,500</u>	<u>9,978</u>	<u>7,478</u>
Total Revenues	<u>294,924</u>	<u>294,924</u>	<u>307,360</u>	<u>12,436</u>
EXPENDITURES				
Bond interest expense	284,000	284,000	284,000	-
Trustee fees	5,000	6,000	6,000	-
Treasurer's fees	<u>4,099</u>	<u>4,125</u>	<u>4,116</u>	<u>9</u>
Total Expenditures	<u>293,099</u>	<u>294,125</u>	<u>294,116</u>	<u>9</u>
NET CHANGE IN FUND BALANCE	1,825	799	13,244	12,445
FUND BALANCE:				
BEGINNING OF YEAR	<u>564,530</u>	<u>564,530</u>	<u>573,063</u>	<u>8,533</u>
END OF YEAR	<u>\$ 566,355</u>	<u>\$ 565,329</u>	<u>\$ 586,307</u>	<u>\$ 20,978</u>

The notes to the financial statements are an integral part of these statements.

WESTOWN METROPOLITAN DISTRICT

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL - CAPITAL PROJECTS FUND

For the Year Ended December 31, 2019

	Original <u>Budget</u>	Final <u>Budget</u>	<u>Actual</u>	Variance Favorable <u>(Unfavorable)</u>
REVENUES				
Interest and other income	\$ 100	\$ 100	\$ 608	\$ 508
Total Revenues	<u>100</u>	<u>100</u>	<u>608</u>	<u>508</u>
EXPENDITURES				
Capital improvements	5,622	-	-	-
Bond issuance costs	<u>-</u>	<u>7,500</u>	<u>6,719</u>	<u>781</u>
Total Expenditures	<u>5,622</u>	<u>7,500</u>	<u>6,719</u>	<u>781</u>
NET CHANGE IN FUND BALANCE	(5,522)	(7,400)	(6,111)	1,289
FUND BALANCE:				
BEGINNING OF YEAR	<u>5,522</u>	<u>7,400</u>	<u>6,111</u>	<u>(1,289)</u>
END OF YEAR	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

The notes to the financial statements are an integral part of these statements.

DRAFT 2-23-2020

CONTINUING DISCLOSURE ANNUAL FINANCIAL INFORMATION - UNAUDITED

DRAFT 2-23-2020

WESTOWN METROPOLITAN DISTRICT

SUMMARY OF ASSESSED VALUATION, MILL LEVY AND PROPERTY TAXES COLLECTED

December 31, 2019

(Unaudited)

<u>Year Ended</u> <u>December 31,</u>	Prior Year Assessed Valuation for Current Year Property	<u>Mills Levied</u>		<u>Total Property Tax</u>		Percent Collected to Levied
		<u>General Fund</u>	<u>Debt Service</u>	<u>Levied</u>	<u>Collected</u>	
2017	\$ 2,252,600	40.000	40.000	\$ 180,208	\$ 180,208	100.00%
2018	\$ 2,635,870	41.170	51.538	\$ 244,366	\$ 244,367	100.00%
2019	\$ 5,042,010	43.495	54.369	\$ 493,431	\$ 493,242	99.96%
Estimated for year ending December 31, 2020	\$ 8,081,761	44.428	55.535	\$ 807,877		

NOTE

Property taxes collected in any one year include collection of delinquent property taxes levied and/or abatements or valuations in prior years. Information received from the County Treasurer does not permit identification of specific year assessment.

**SERVICE AGREEMENT FOR
PET WASTE REMOVAL SERVICES**

THIS SERVICE AGREEMENT FOR PET WASTE REMOVAL SERVICES (“**Agreement**”) is entered into and effective as of the 16TH day of March, 2020, by and between **WESTOWN METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **DOODY CALLS, LLC.**, a Colorado Corporation (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

RECITALS

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

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

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

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

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

I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

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

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

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

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

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

1.2 Limitations on Authority.

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

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

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

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

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

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

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

II. COMPENSATION

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

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

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

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

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on **December 31, 2020**. The Agreement shall automatically renew for additional terms of twelve (12) months each.

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

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

IV. INDEMNIFICATION AND INSURANCE

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

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

(a) Liability Insurance Coverage.

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

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

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

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

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

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

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

V. MISCELLANEOUS

5.1 M/WBE Compliance.

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

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

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

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

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

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

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

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

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

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

To District: Westtown Metropolitan District
141 Union Blvd., Ste. 150
Lakewood, CO 80228
Phone: 303-987-0835
Fax: 303-987-2032
Email: pripko@sdmsi.com
Attn: Peggy Ripko

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

To Consultant: Doody Calls, LLC.
PO Box 350084 W. 103rd
Westminster, CO 80035-0084
Phone: 303-746-9960
Email: chammer@doodycalls.com
Attn: Craig Hammer

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

EXHIBIT A
SCOPE OF SERVICES & COMPENSATION

EXHIBIT B
CERTIFICATION OF CONSULTANT

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT C
FORM OF CHANGE ORDER

Change Order No:	Date Issued:
Name of Agreement:	
Date of Agreement:	District(s):
Other Party/Parties:	

CHANGE IN SCOPE OF SERVICES (describe):

CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: \$ _____	Original Term: Expires _____, 20____
Increase of this Change Order: \$ _____	New Term: Expires _____, 20____
Price with all Approved Change Orders: \$ _____	Agreement Time with all Approved Change Orders:

APPROVED:	APPROVED:
By: _____	By: _____
District	Consultant



www.DoodyCalls.com
1.800.DoodyCalls (366.3922)

02/25/20

Westown Metro Distric

C/O Elizabeth Wagoner

Service Address: 64th & MacIntyre, Arvada, CO

RE: Pet Waste Removal

Dear Elizabeth:

Thank you for allowing DoodyCalls to prepare a pet waste management proposal for Westown Metro Distric. Having looked into your situation, we understand exactly why you want to keep the community clean for residents and their guests. As you will see with the attached proposal, I believe we can help you do just that.

If you have any questions about the proposal or would like to go over it together, just let me know. I'm here to help and you can reach me anytime.

Thanks again for your time. Our team is looking forward to providing you with the absolute best in pet waste management services.

Respectfully,

Dan Durrant - Operations Manager
DenverOps@doodycalls.com
www.DoodyCalls.com
Direct: 720.454.4134
1.800.366.3922



Five Reasons Why Communities Love DoodyCalls

Hundreds of communities throughout the Region are keeping pet waste at bay with the help of DoodyCalls. Here's why:

Unmatched Expertise

With more than a decade of experience helping communities, homeowner associations, apartment complexes, local governments and municipalities successfully manage pet waste; DoodyCalls is the definitive subject matter expert on all things related to the "fecal" matter.

Comprehensive Pet Waste Management Plans

Eliminating pet waste takes a well-rounded approach. When you work with DoodyCalls, you get a comprehensive pet waste management plan that is tailored to meet the specific needs and budget of your community.

A Flexible Approach

As our technicians service your community, we keep a close eye on station usage, monitoring fluctuations as seasons and other factors change, and making recommendations to keep your service levels optimized for efficiency and cost effectiveness.

We Go Beyond Pet Waste Pickup

At DoodyCalls, we openly share our expertise by making available an extensive library of professionally written newsletter articles designed to educate residents about the importance of keeping pet waste off the ground. We also have a Pet Waste Management Handbook, which helps community managers like you design and implement comprehensive pet waste management plans.

Caring For the Community at Large

DoodyCalls is dedicated to making the world a better place to live, one scoop at a time. With our environmentally-friendly pet waste management practices, we not only keep your community clean and safe for families and pets to enjoy, but we work to improve the local environment as well.





CPQP Commercial Property Quality Policy

DoodyCalls CPQP is designed to ensure quality of service at every property on every visit. We are dedicated to providing a high level of Pet Waste services to all of our commercial property customers, therefore the following process will be used.

- A Manager will accompany the Technician on every initial cleaning. This will ensure that all parameters and expectations are clear. An email will be sent to the Property Manager.
- Within 60 days of the initial visit, a Manager will perform a quality spot check. This will ensure everything is being done correctly. An email will be sent to the Property Manager stating the findings of the spot check.
- Periodic quality spot checks will continue throughout the life time of the contract.

We thank you for your business.

Craig hammer - Owner



Health and Environmental Impact:

DoodyCalls is dedicated to keeping the residents in your community healthy and easing the impact of the community's pet waste and trash on the environment. Studies have shown that 1 gram of pet waste contains 23 million Fecal Coliform Bacteria which are known to cause cramps, diarrhea, intestinal illness, and serious kidney disorders in humans. Leaving pet waste on the ground allows it to wash in to storm drains and contaminate the region's water supply. In addition, the waste that enters the water supply causes rapid algae growth that cuts the oxygen in the water and kills plant life and fish.

Proposal

Pet Waste Removal & Station Service

Bi-Weekly Service - \$210.00 per service

Weekly Service - \$160.00 per service

****30 Day Written Cancellation Notice Required****

If approved to move forward, please sign and return.

Community Name

Name_____

Signature_____Date_____



April 30, 2020

WORK ORDER #56140

PROPOSAL FOR

PEGGY RIPKO
 SPECIAL DISTRICT MANAGEMENT SERVICES
 WESTOWN METROPOLITAN DISTRICT
 15385 W. 64TH LANE #300
 ARVADA, CO 80007

Thank you for allowing us to provide you a quote to perform the work we discussed. We will work out a schedule with you to complete the work once you sign and return this proposal. You may send it via email to service@keesenlandscape.com or fax it to (303) 761-3466. While we do not anticipate any changes to the total cost, Keesen Landscape Management, Inc. does reserve the right to review any proposal that is over 30 days old.

DESCRIPTION OF WORK TO BE PERFORMED

Turf Demo & New Landscaping

Sale	\$28,332.01
Sales Tax	\$0.00
Total	\$28,332.01

**WESTOWN METROPOLITAN DISTRICT
 WORK ORDER SUMMARY**

INCLUDED SERVICES	SALES TAX	TOTAL COST
15385 West Side	\$0.00	\$5,131.01
Remove existing turf, install plant material, boulders and 1.5" River Rock per plans. Irrigation will be modified on a time and material basis.		
15354 South Side	\$0.00	\$5,402.90
Remove existing turf, install plant material, boulders and 1.5" River		

Rock per plans.

Irrigation will be modified on a time and material basis.

15274 South Side	\$0.00	\$6,129.58
------------------	--------	------------

Remove existing turf and dead tree, install plant material, boulders and 1.5" River Rock per plans.

Irrigation will be modified on a time and material basis.

15274 East Side	\$0.00	\$472.23
-----------------	--------	----------

Remove and replace 195SF patch of damaged turf due to dogs.

15540 West Side	\$0.00	\$7,471.86
-----------------	--------	------------

Remove existing turf, install plant material, boulders, grey breeze path, edger, picnic table and 1.5" River Rock per plans.

Irrigation will be modified on a time and material basis.

15550 North Side Unit A	\$0.00	\$3,724.43
-------------------------	--------	------------

Between lightpole going West, remove existing turf damaged by dogs and install 1.5" river rock.

Irrigation modification/capping will be done on a time and material basis.

	\$0.00	\$28,332.01
--	---------------	--------------------

Note: Unless otherwise specified, supplemental watering is not included in this proposal. If additional watering is necessary to protect plant material warranty, a separate proposal will be submitted.

Note: New plant material will be covered by a 1 year/1 replacement warrant. This does not cover any plant material not connected to working irrigation, owner negligence or circumstances beyond our control including freeze and rodent damage. This includes trees, shrubs and perennial plant material only.

Force Majeure and Delays

Landscape Contractor’s installation and warranty obligations under this work order are accepted subject to strikes, labor troubles (including strikes or labor troubles affecting any suppliers of Landscape Contractor), floods, fires, acts of God, accidents, delays, shortages of equipment, contingencies of transportation, and other causes of like or different character beyond the control of the Landscape Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any government authority shall excuse performance of or delay in performance of this work order.

By _____

Raul Rojas

Date 4/30/2020

**Keesen Landscape Management,
Inc.**

By _____

Date _____

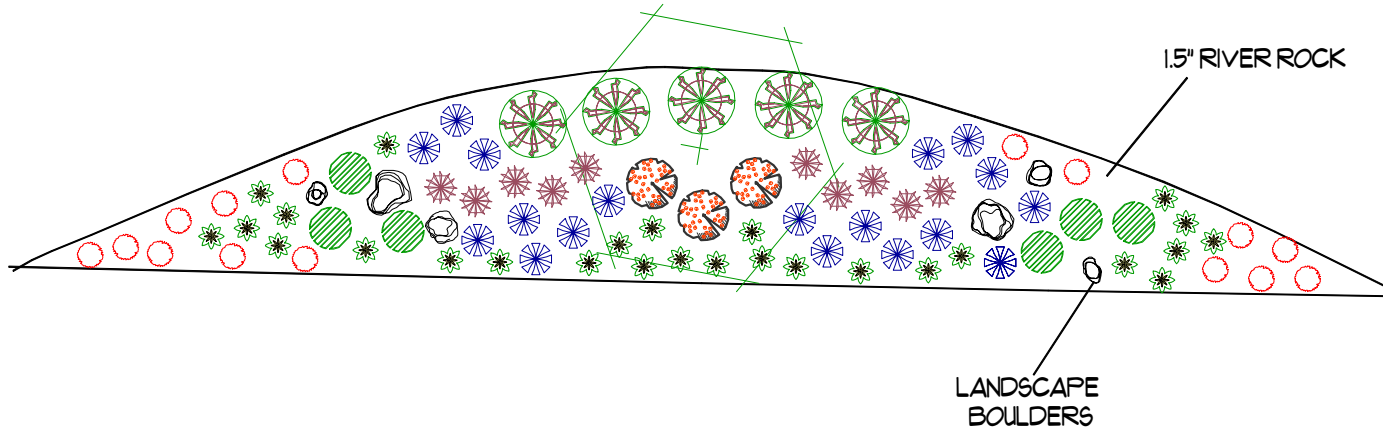
**SPECIAL DISTRICT
MANAGEMENT SERVICES**

as Agent for

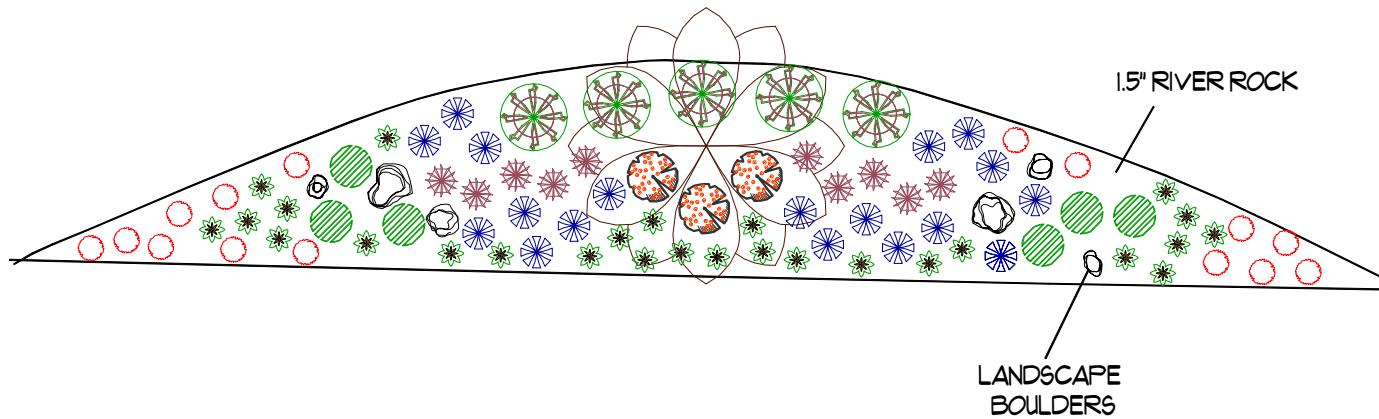
**WESTOWN METROPOLITAN
DISTRICT**

Note: Unless otherwise specified in the work order, all required irrigation repairs/modifications will be done at a time and materials rate of \$68.00 per man hour.

15354 SOUTH SIDE



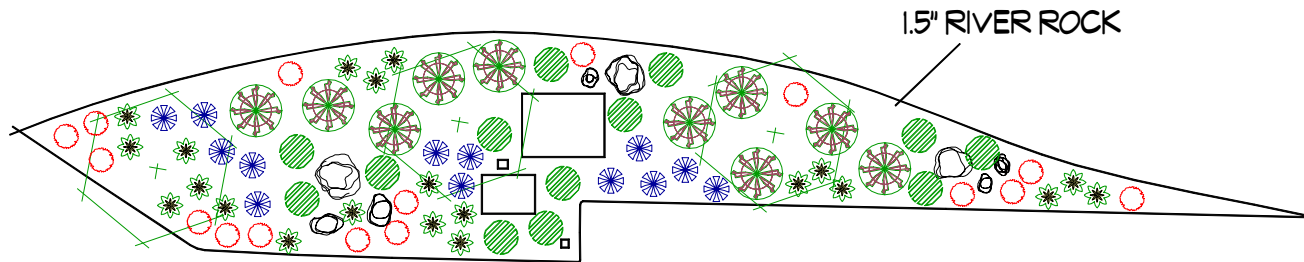
15274 SOUTH SIDE




LEGEND

	COMMON NAME	SIZE	QTY
	DAYLILY, STELLA	1 GAL.	54
	DIANTHUS, FIREWITCH	1 GAL.	30
	GRASS, DWARF FOUNTAIN	1 GAL.	12
	GRASS, FEATHER REED	1 GAL.	20
	EXISTING TREE		1
	PEAR CHANTICLEER	2.5"	1
	SALVIA, MAY NIGHT	1 GAL.	38
	ROSE, KNOCKOUT	5 GAL.	6
	SPIREA ANTHONY WATERER	5 GAL.	10

Revision #:	Scale:	Landscape Plan: 15354 & 15274 SOUTH SIDES	Landscape Design by:
Date: 4/30/2020	1" = 10'	Westown Metro. Dist.	Keesen Landscape



LEGEND

	COMMON NAME	SIZE	QTY
	DAYLILY, STELLA	1 GAL.	21
	DIANTHUS, FIREWITCH	1 GAL.	16
	GRASS, DWARF FOUNTAIN	1 GAL.	13
	EXISTING TREES		
	SALVIA, MAY NIGHT SALVIA	1 GAL.	13
	SPIREA ANTHONY WATERER	5 GAL.	10

Revision #:

Date: 4/30/2020

Scale:

1" = 10'

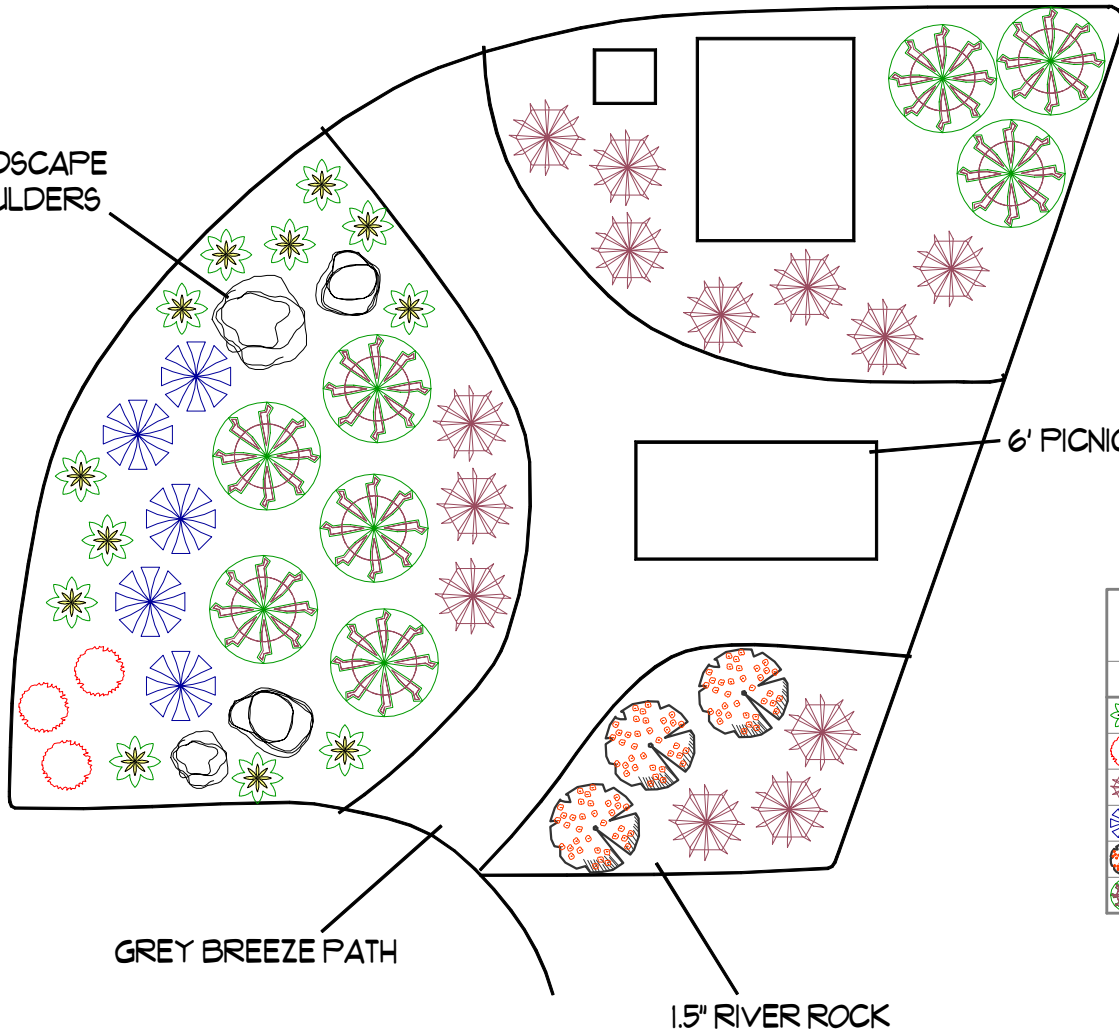
Landscape Plan: 15385 WEST SIDE

Westown Metro. Dist.

Landscape Design by:

Keesen Landscape

LANDSCAPE
BOULDERS



GREY BREEZE PATH

1.5" RIVER ROCK

6' PICNIC TABLE

- *TABLETOP LENGTH: 6 FT.
- *FRAME: RECYCLED PLASTIC
- *STAINLESS STEEL HARDWARE
- *HIGH QUALITY RECYCLED PLASTIC
- LUMBER IS MAINTENANCE-FREE & WILL NOT CRACK OR SPLINTER, LOOKS GREAT YEAR AFTER YEAR
- *BUILT FOR OUTDOOR DURABILITY, FAR SUPERIOR THAN WOOD
- *IMPERVIOUS TO WEATHER, INSECTS & ROTTING
- *STAINLESS STEEL HARDWARE INCLUDED



LEGEND

	COMMON NAME	SIZE	QTY
	DAYLILY, STELLA	1 GAL.	12
	DIANTHUS, FIREWITCH	1 GAL.	3
	GRASS, FEATHER REED	1 GAL.	13
	SALVIA, MAY NIGHT	1 GAL.	5
	ROSE, KNOCKOUT	5 GAL.	3
	SPIREA, ANTHONY WATERER	5 GAL.	8

Revision #:

Date: 4/30/2020

Scale:

1" = 5'

Landscape Plan: 1554Ø WEST SIDE UNIT D
Westtown Metro. Dist.

Landscape Design by:

Keesen Landscape



Stella Daylily



Firewitch Dianthus



Feather Reed Grass



Dwarf Fountain Grass



May Night Salvia



Knockout Rose



Anthony Waterer Spirea



Chanticleer Pear (4 seasons pictured)



Rocky Mountain Community Maintenance

BID (EXPIRES 05/10/2020)

7388 South Revere Parkway, Unit 704, Centennial, CO 80012

970-599-9479 | 303-900-3229 | brandon@rockymtnmaintenance.com

CUSTOMER

Westown HOA/ Special District Management Services, Inc.

BID #:

westown05.08.2020monitoring

DATE

05.08.2020

ADDRESS

15420 W 64th Pl, Arvada, CO 80007

SALESPERSON

Brandon Martin

ATTENTION

Peggy Ripko

NA

SERVICE	2020 Monitoring/ Attendant	UNIT PRICE	AMOUNT
12 Hours Per Day			
Pool Monitoring 7 Days Per Week	M-T-W-TH-F, SAT/SUN	June, July, August 2020 Per Month	\$10,501.06
10 Hours Per Day			
Pool Monitoring 7 Days Per Week	M-T-W-TH-F, SAT/SUN	June, July, August 2020 Per Month	\$9,584.64
6 Hours Per Day			
Pool Monitoring 7 Days Per Week	M-T-W-TH-F, SAT/SUN	June, July, August 2020 Per Month	\$6,250.80

****May and September days will be prorated.**

NOTES:

*Pool Monitors will enforce rules, **clean/ sanitize hard surfaces often** and check identification; as well as anything management requests within the specified time period.

*Pool Monitoring may be available after Labor Day, but not guaranteed.

Payment Terms:

Any payment that is 30 days late will result in a 10% late penalty every 30 days until 90 days past due. At 90 days past due the account will be turned over to a collections attorney and legal fees will be added to this account in addition to late fees. Colorado law allows mechanics liens and legal fees to be added to past due accounts for work performed by contractors. Issues over work performed can be addressed in conjunction with the following months billing cycle. RMCM will not recognize issues brought up as a viable excuse to hold payments. The HOA, private residents, and any employee of the management company representing this HOA is not allowed to solicit work from RMCM's employees or subcontractors without expressed written consent from RMCM.

Additional Notes:

****RMCM cannot be liable for misuse of pool area or damage to the pool area or clubhouse at any time. Pool monitors are not lifeguards and will not be held liable in the case of personal injury or damages to the facility. Pool monitors will be sanitizing in regards to current COVID19 pandemic. Monitors and RMCM cannot be held liable should someone become ill and feel as though it was caused by conditions at the pool (waiver to follow). Cleaners and paper goods will be charged back to the HOA. RMCM will attempt to enforce all pool rules, but ultimately cannot be liable for persons not following pool rules. RMCM of the HOA can cancel or alter this contract with a 30 day notice. Weather Statement: RMCM will send staff home on any day when repeating lightning is observed, during heavy rains and during any type of weather event when swimming is deemed dangerous. The NWS forecast must show that weather will not improve through the end of the scheduled shifts on that day. No credits to billing will be given in these circumstances. In the event of monitoring no call/ no shows, RMCM will attempt to have the shift covered and will issue a prorated credit on the following invoice if unable to.**

Total: Choice/Circle

Acceptance

Authorized Rep

Date



Rocky Mountain Community Maintenance

SERVICE BID

7388 South Revere Parkway, Unit 704, Centennial, CO 80012

970-599-9479 | 303-900-3229 | brandon@rockymtnmaintenance.com

CUSTOMER

WesTown Condos HOA/
Special District Management
Services, Inc.

BID #:

westowncondos05.06.2020
streets

DATE

05.06.2020

ADDRESS

15385 West 64th
Avenue, Arvada, CO

Site Address:

See Map:

SALESPERSON

Brandon Martin

PROJECT

Street Sweeping/ Striping

PREPARED BY:

Brandon Martin

ATTENTION

WesTown HOA

PAYMENT TERMS

Monthly

DUE DATE

NA

SERVICE

Streep Sweeping/ Striping

UNIT PRICE

AMOUNT/Circle

Sweeping

- 1x/quarter mechanical broom sweep service of the property's drive lanes and parking lots areas with focus on the curb lines ("Metro District")
- Backpack blow edges, curb lines, and corner areas
- Haul debris from job site

\$1595.00 Per

Striping

- Restripe the existing layout of parking stalls (White), crosshatching (White) and ADA symbols (Blue/White) utilizing high quality oil-based traffic striping paint ("Metro District")
- Customer to coordinate the parking areas being clear of vehicles (additional mobilizations charged at T&M)

\$1895.00 Per

Add/Alternate

- Restripe the existing layout of parking stalls (White), crosshatching (White) and ADA symbol (Blue/White) utilizing high quality oil-based traffic striping paint
- Customer to coordinate the area being clear of vehicles (additional mobilizations charged at T&M)

\$275.00 Per



Areas in Pink

NOTES:

Any payment that is 30 days late will result in a 10% late penalty every 30 days until 90 days past due. At 90 days past due the account will be turned over to a collections attorney and legal fees will be added to this account in addition to late fees. Colorado law allows mechanics liens and legal fees to be added to past due accounts for work performed by contractors. The HOA, private residents, and any employee of the management company representing this HOA is not allowed to solicit work from RMCM's employees or subcontractors without expressed written consent from RMCM. RMCM will be diligent in reporting maintenance issues to management, but cannot be liable for any personal injury or damage claims arising from issues at the property that were not the direct result of work done by RMCM. Any additional mobilizations and/or wait time as a result of the property not being prepared for the service(s) and additional work above/beyond the scope or work will be charged at time and material rates. Price excludes traffic control in City streets, City permits and any associated fees, engineering, vandalism or neglect from others.

SUBTOTAL

Options (Circle)

TAX RATE

NA

SALES TAX

NA

TOTAL

N/A

THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:

This bid expires on 06.15.2020

Sign Here to Accept Quote:

Authorized Rep

Date



PROPOSAL SUBMITTED TO: Special District Management Services, Inc.
ADDRESS: Southlands Metropolitan District No. 1
141 Union Boulevard, Ste 150
Lakewood, CO 80228

CONTACT: Peggy Ripko
PHONE: 303-987-0835 x 210
EMAIL: pripko@sdmsi.com

DATE: Tuesday, April 28, 2020
JOB NAME AND ADDRESS: WesTown Apartment Homes, 15420 West 64th Place, Arvada, CO 80007

Power Sweeping (Quarterly) \$870 /service (\$3,480 annual)

Power Sweeping includes the following;

- Sweep Quarterly
- All labor and equipment necessary to complete the above specification.
- Equipment used will be capable of removing all trash, debris, and sand by means of air vacuum with dust control.
- All areas not accessible to mechanical equipment will be blown free of trash and debris by handheld blowers.
- All trash, debris, and sand will be disposed of offsite unless otherwise agreed upon.
 - *no dumping available onsite*
- Service schedule to be agreed upon by both parties.

Accepted by;

Special District Management Services, Inc. Date

initial _____

Upon signing above, I issue my personal guarantee of payment, which will be remitted upon invoice. Additional charges of 3.5% for credit card usage. All invoices are due and payable upon receipt. In the event the amount of an invoice is not paid within 30 days from the date of the invoice, the account shall be deemed to be in default and Contractor reserves the right to cease any further work until the account is brought current. Any invoice not paid within 30 days from the date of the invoice shall accrue interest at the maximum lawful rate of 1-1/2% per month, not to exceed 19% per annum. Owner/Customer agrees to indemnify the Contractor harmless from any costs or expenses incurred in the collection of the defaulted account, or in any part thereof, including all reasonable attorney fees, court cost, etc.
All services in Denver County subject to Denver County Tax



PROPOSAL SUBMITTED TO: Special District Management Services, Inc.
ADDRESS: Southlands Metropolitan District No. 1
141 Union Boulevard, Ste 150
Lakewood, CO 80228

CONTACT: Peggy Ripko
PHONE: 303-987-0835 x 210
EMAIL: pripko@sdmsi.com

DATE: Tuesday, April 28, 2020
JOB NAME AND ADDRESS: WesTown Apartment Homes, 15420 West 64th Place, Arvada, CO 80007

Re-Stripe \$2,550 /service

- 18' Ft. Stalls (269)
 - (Includes the 3 covered parking areas)
 - (New layout required on some)
- Handi-Blue (13)
- Small Hashmark 5'x 18' (per) (4)
- Large Hashmark 9'x18' (per) (10)
- Trips (5)

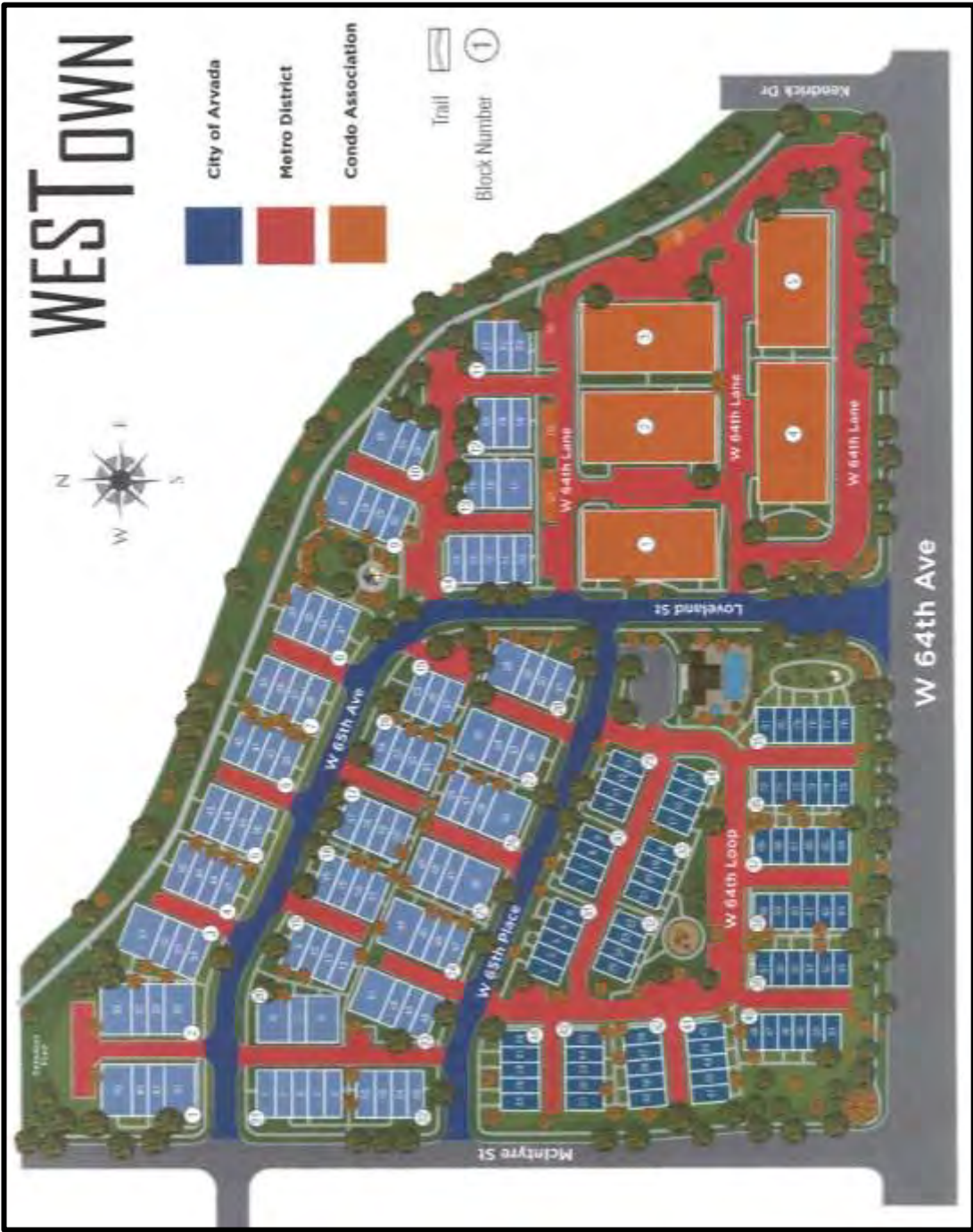
- No scraping of curb included in bid.
- All cars must be off lot day of job.
- If all cars not removed - will incur an additional trip charge.
- All landscaping water must be turned off.
 - Water that is not turned off will incur an additional trip charge.
- Stop Blocks not included in bid
- Sweeping must be performed before striping.

Accepted by;

Special District Management Services, Inc.
Page 1 of 2

Date
initial _____

Upon signing above, I issue my personal guarantee of payment, which will be remitted upon invoice. Additional charges of 3.5% for credit card usage. All invoices are due and payable upon receipt. In the event the amount of an invoice is not paid within 30 days from the date of the invoice, the account shall be deemed to be in default and Contractor reserves the right to cease any further work until the account is brought current. Any invoice not paid within 30 days from the date of the invoice shall accrue interest at the maximum lawful rate of 1-1/2% per month, not to exceed 19% per annum. Owner/Customer agrees to indemnify the Contractor harmless from any costs or expenses incurred in the collection of the defaulted account, or in any part thereof, including all reasonable attorney fees, court cost, etc.
All services in Denver County subject to Denver County Tax



Upon signing above, I issue my personal guarantee of payment, which will be remitted upon invoice. Additional charges of 3.5% for credit card usage. All invoices are due and payable upon receipt. In the event the amount of an invoice is not paid within 30 days from the date of the invoice, the account shall be deemed to be in default and Contractor reserves the right to cease any further work until the account is brought current. Any invoice not paid within 30 days from the date of the invoice shall accrue interest at the maximum lawful rate of 1-1/2% per month, not to exceed 19% per annum. Owner/Customer agrees to indemnify the Contractor harmless from any costs or expenses incurred in the collection of the defaulted account, or in any part thereof, including all reasonable attorney fees, court cost, etc.

All services in Denver County subject to Denver County Tax

Violations Summary
 Westtown Metropolitan District
 Period: 11/1/2019 through 5/22/2020

Date: 5/22/2020
 Time: 10:56 am
 Page: 1

Violation Type / Item	Escalation	Item Count	# Letters	# Violations
Animals				
Open				
Dogs – Off Leash	Level Courtesy Notice	2		
Dogs – Off Leash	Level First Notice	2		
Pet Waste	Level Courtesy Notice	1		
Total Items / Letters Open		5	7	
Total Animals		5	7	5
Holiday Decorations				
Open				
Holiday Decorations – Left Up	Level Courtesy Notice	3		
Holiday Lights - Left Up	Level Courtesy Notice	1		
Total Items / Letters Open		4	4	
Total Holiday Decorations		4	4	4
Misc				
Open				
Nuisance	Level Courtesy Notice	3		
Nuisance	Level Second Notice	1		
Objects Stored at House/On Side	Level Courtesy Notice	4		
Ornaments/Landscape Art $\frac{1}{2}$ Too Tall	Level Courtesy Notice	1		
Trash/Debris at Residence	Level Courtesy Notice	1		
Total Items / Letters Open		10	12	
Total Misc		10	12	10
Parking, etc.				
Open				
Camper/Trailer/Recreational/Heavy Equipment Vehicle at Residence	Level Courtesy Notice	1		
Total Items / Letters Open		1	1	
Total Parking, etc.		1	1	1
Trash Cans				
Open				
Trash Cans – Out Before Collection Time	Level Courtesy Notice	1		

Violations Summary
 Westtown Metropolitan District
 Period: 11/1/2019 through 5/22/2020

Date: 5/22/2020
 Time: 10:56 am
 Page: 2

Violation Type / Item	Escalation	Item Count	# Letters	# Violations
Trash Cans				
	Open			
Total Items / Letters Open		1	1	
Total Trash Cans		1	1	1
Total for Westtown Metropolitan District		21	25	21