

**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	President	2020/May 2020
Chris Keddie	Secretary/Treasurer	2022/May 2020
Debra McCartan	Assistant Secretary	2020/May 2020
Hunter Owen	Assistant Secretary	2022/May 2020
<i>VACANT</i>		2020/May 2020

**DATE:**        **March 30, 2020**

**TIME:**        **1:00 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.

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

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C.        Review and consider approval of Minutes from the February 26, 2020 Regular Meeting (enclosure).

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II.       PUBLIC COMMENT

A.        \_\_\_\_\_

III. FINANCIAL MATTERS

- A. Review and ratify approval of the payment of claims represented by check nos. \_\_\_\_\_  
- \_\_\_\_\_, in the amount of \$ \_\_\_\_\_ (to be distributed).  
\_\_\_\_\_
- B. Review and accept unaudited financial statements and schedule of cash position for  
the period ending \_\_\_\_\_ (to be distributed).  
\_\_\_\_\_
- C. Discuss 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.  
\_\_\_\_\_
- D. \_\_\_\_\_

IV. LEGAL MATTERS

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

V. CONSTRUCTION MATTERS

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

VI. OPERATION AND MAINTENANCE MATTERS

- A. Ratify contract for Pool Maintenance (enclosures).  
\_\_\_\_\_
- B. Ratify approval of Service Agreement with Doody Calls for Pet Waste Removal  
Services (enclosure).  
\_\_\_\_\_

VII. COVENANT ENFORCEMENT MATTERS

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

B. \_\_\_\_\_

VII. OTHER MATTERS

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

VIII. ADJOURNMENT: **THE NEXT REGULAR MEETING IS SCHEDULED FOR MAY 27, 2020.**

## RECORD OF PROCEEDINGS

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### MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE WESTOWN METROPOLITAN DISTRICT (THE "DISTRICT") HELD FEBRUARY 26, 2020

A regular meeting of the Board of Directors of the Westown Metropolitan District (referred to hereafter as the "Board") was convened on Wednesday, February 26, 2020, at 6:00 p.m., at the West Woods Community Police Station, 6644 Kendrick Drive, Arvada, Colorado 80007. The meeting was open to the public.

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**Directors in Attendance Were:**

Cindy Baldwin  
Debra McCartan  
Hunter Owen

**Also, In Attendance Were:**

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

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

Diane Wheeler; Simmons & Wheeler, P.C.

Brenda Owings, Century Communities

See attached list for other attendees

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**DISCLOSURE OF  
POTENTIAL  
CONFLICTS OF  
INTEREST**

Attorney Cortese 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.

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

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**ADMINISTRATIVE  
MATTERS**

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

## RECORD OF PROCEEDINGS

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Following discussion, upon motion duly made by Director Baldwin seconded by Director McCartan and, upon vote, unanimously carried, the Agenda was approved, as amended, and noted that the absence of Director Keddie was unexcused.

**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, the Board determined that because there was not a suitable or convenient location within the District's boundaries to conduct this meeting, it was determined to conduct the meeting at the above-stated location. The Board further noted that notice of this location was duly posted and that it had not received any objections to the location or any requests that the meeting place be changed by taxpaying electors within the District's boundaries.

**Minutes:** The Board reviewed the Minutes of the October 23, 2019 Regular Meeting.

Following discussion, upon motion duly made by Director Owen, seconded by Director McCartan and, upon vote, unanimously carried, the Minutes of the October 23, 2019 Regular Meeting were approved.

**District Management and Community Management Services:** Ms. Ripko provided an update to the Board.

### **PUBLIC COMMENTS**

**Comments:** Homeowners present asked questions and the Board and management provided answers as needed. Topics discussed included dog waste, snow removal, parking, the differences between the condominium HOA and the District, ice melt buckets, lights on the monuments and speed limit signs in the community.

### **FINANCIAL MATTERS**

**Claims:** Ms. Wheeler reviewed with the Board the payment of claims represented by check nos. 1281 - 1318, in the amount of \$118,879.96.

Following discussion, upon motion duly made by Director Baldwin, seconded by Director Owen and, upon vote, unanimously carried, the Board ratified approval of the payment of claims represented by check nos. 1281 - 1318, in the amount of \$118,879.96.

**Claims:** There were no further claims for discussion and/or approval by the Board.

## RECORD OF PROCEEDINGS

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**Unaudited Financial Statements and Schedule of Cash Position:** Ms. Wheeler presented to the Board the Unaudited Financial Statements and Schedule of Cash Position for the period ending December 31, 2019.

Following discussion, upon motion duly made by Director Owen, seconded by Director Baldwin and, upon vote, unanimously carried, the Board accepted the Unaudited Financial Statements and Schedule of Cash Position for the period ending December 31, 2019. It was noted that these will change regarding water.

**2020 Bond Issuance:** The Board determined to remove this agenda item as it was inadvertently included on the agenda. No future Bond Issuances are anticipated at this time.

### **LEGAL MATTERS**

**Anticipated Acquisition of Public Infrastructure:** Attorney Cortese discussed with the Board the anticipated acquisition of public infrastructure.

### **CONSTRUCTION MATTERS**

**Landscape Warranty Replacements:** Ms. Owings with Century Communities provided the Board with an update. She noted that all replacements had been completed with the exception of the Park Warranty Replacements.

**Park Improvements:** It was noted that the Park Improvements are complete.

### **OPERATION AND MAINTENANCE MATTERS**

**Operations and Maintenance Map:** The Board discussed the preparation of Operations and Maintenance Map.

Following discussion, upon motion duly made by Director Baldwin, seconded by Director Owen and, upon vote, unanimously carried, the Board approved the preparation of the Operations and Maintenance Map in an amount not to exceed \$2,000.00.

**Proposals for Pool Maintenance for 2020 Season:** Ms. Ripko noted that proposals are currently being obtained.

**Proposals for Xeriscape and Service Agreement for the Same:** Ms. Ripko noted that a meeting will be scheduled with Keesen Landscape Management, Inc. in the Spring.

**Trash Services:** The Board discussed trash services. No action was taken at this time.

## RECORD OF PROCEEDINGS

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**Pavers/Concrete**: The Board discussed pavers and concrete work.

Following discussion, upon motion duly made by Director Owen, seconded by Director Baldwin and, upon vote, unanimously carried, the Board authorized Century Communities to do the work subject to final approval of the proposal.

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### **COVENANT ENFORCEMENT MATTERS**

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

**Pet Waste Contract**: The Board discussed a Pet Waste Contract.

Following discussion, upon motion duly made by Director Baldwin, seconded by Director McCartan and, upon vote, unanimously carried, the Board approved the Pet Waste Contract with Doody Calls.

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### **OTHER BUSINESS**

**Community Garage Sale**: The Board discussed a Community Garage Sale. It was noted that Ms. Blackie and Director Owen would assist with the Community Garage Sale.

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### **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

WESTOWN METROPOLITAN DISTRICT  
FEBRUARY 26, 2020 BOARD MEETING

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

NAME	ADDRESS (Postal and Email)	TELEPHONE	ISSUES TO BE ADDRESSED
Natalie Blackie	15385 W 64th LN #306	718392117	
Shirley Smith	15385 W 64th Ave #108	2146767677	
CHRISTINE NEYER	Bldg #4 Unit 304	7205142896	PARKING
Mason Doucette	15503 W. 65th Ave. #A	7720-0007	
Holly Doucette	15503 W. 65th Ave #A	720-725-0073	
Rajes Iruthayandhan	15526 W. 64th Loop, #C	917 4033507	
GARY Esposito	15358 W 64th Ln #307	631-291-2192	
Delmar Rankin	Prospective owner	3039298006	
Ruthann Bennett	15456 W. 64th Loop Unit E	303 502-7456	
Cynthia Taylor	15456 W. 64th Loop, Unit F	815071521	dogs



WESTOWN METROPOLITAN DISTRICT  
FEBRUARY 26, 2020 BOARD MEETING

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

NAME	ADDRESS (Postal and Email)	TELEPHONE	ISSUES TO BE ADDRESSED
Pam Benigno	15349 <sup>Unit</sup> W 64 <sup>th</sup> Dr. C	303-513-0590	
<del>DOVE RANKIN</del>			
Michael Healy	15349 W 64 <sup>th</sup> Dr. <sup>Unit</sup> B		

WESTOWN METROPOLITAN DISTRICT  
FEBRUARY 26, 2020 BOARD MEETING

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

NAME	ADDRESS (Postal and Email)	TELEPHONE	ISSUES TO BE ADDRESSED
Jan Bollman	15345 Wilbur Unit 101 janbollman@oegmail		

**WESTOWN METROPOLITAN DISTRICT**  
**2020 SWIMMING POOL FACILITY SCOPE OF WORK**  
**INSPECTION, OPENING, AND CLOSING**

**CRITICAL DATES:**

Opening: Pool is to be ready for public use on Saturday, May 23, 2020 (Memorial Day weekend)

Closing: Pool will be closed by September 7, 2020, with an option extension of the season to September 27, 2020.

**PREPARATION OF FACILITY: INSPECTION AND COST ESTIMATES**

\*\* Cost Estimates should be submitted no later than May 1, 2020 to allow for approval

- Inspect and report on condition of all visible and accessible pool system facilities (pumps, filters, skimmers, robot, heaters, etc.). Prepare cost estimate to replace or repair equipment.
- Inspect and report on waterline tile, caulking, and pool coping. Prepare cost estimate to repair any damaged material.
- Inspect and report on condition and operation of bathrooms. Prepare cost estimate if any repair or replacement is recommended.
- Inspect and report on compliance with safety equipment requirements and remaining life expectancy of safety equipment. Prepare cost estimate for purchase of equipment, if needed.

**POOL OPENING**

- Remove cover and winterizing plugs
- Remove debris from pool.
- Clean pool including vacuuming or, if necessary, drain pool in order to perform work and refill when work is complete.
- Test and balance pool water chemistry, start-up of all pool equipment.
- Install return fittings and plugs on equipment.
- Order and ensure full season supply of chemicals and materials necessary for testing and treating.
- Other tasks as necessary to bring pool facility into compliance with municipal, state, or federal safety requirements, including but not limited to handrails, ladders and lifts.

**DAILY SERVICE**

- Test pool water daily.
- Check and clean skimmer baskets each visit.
- Add water as required to maintain proper levels.
- Addition of required chemicals to maintain property water balance
- Check water temperature on each visit and adjust temperature as needed
- Record water chemistry and maintain pool logs
- Remove visible dirt and debris from water and equipment.
- Clean bathrooms.
- Straighten pool deck, including emptying trash and arranging furniture.
- Vacuum and brush pool as needed.

**POOL CLOSING**

- Drain water below skimmer.
- Disconnect and drain pump, filter and heater.
- Remove skimmer baskets and wall fittings.
- Winterization of bathrooms and all other equipment.
- Install cover.
- Other tasks as necessary to bring pool facility into compliance with municipal, state, or federal safety requirements. Prepare cost estimate if any repair or replacement is recommended.

Please fill out the information below and return with your proposal:

<b>Item:</b>	<b>Cost:</b>
Opening	\$995.00
Daily Service- Memorial Day through Labor Day	\$9984.13
Chemicals (Estimated) Memorial Day through Labor Day	\$2300.00
Extended Season- Per Week	\$647.00
Chemicals (Estimated) Extended Season- Per Week	\$149.00
Closing	\$1295.00

\*\*\*Please also see RMCM contract bid page



# Rocky Mountain Community Maintenance BID

7388 S. Revere Parkway, Unit 704, Centennial, CO 80012

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

CUSTOMER	SERVICE	UNIT PRICE	AMOUNT
Westown HOA/ Special District Management Services Inc.	<b>Pool Service 2020</b> In the event of damage or renovation requests for the pool area or bathrooms; RCMC will supply a bid for work or adhere to work orders presented by management. *Daily temperatures and chemical levels will be logged on a clip board on-site or be available digitally. Pool cleaning will occur prior to 10AM daily. <b>*Chemicals, pool furniture replacement, plumbing/hvac repairs, supplies, paper goods, lights and other items will be charged in addition to monthly service.</b>	Per Month: June, July, August	<b>\$2,835.00</b>
<b>BID #:</b> westownhoaPOOL03.09.2020	<b>Bathroom Janitorial</b> <b>Check bathrooms daily, but deep clean 2x per week.</b> <b>*May 23rd (Saturday before Memorial Day) through May 31st and September 1st through September 7th (Labor Day) will be prorated.</b>	Inc. in above	N/A
<b>DATE</b> 03.09.2020	<b>Notes:</b>		
	<b>Pool Opening</b> Set up, fill and power washing of pool and deck (as needed). Deep clean bathrooms. Clean off pool furniture and set up.	Flat	<b>\$995.00</b>
	<b>Pool Closing</b> Break down, pool winterization and final seasonal clean of deck. Stack and tarp pool furniture.	Flat	<b>\$1,295.00</b>
<b>ADDRESS</b>  15420 W 64th Pl, Arvada, CO 80007	<b>NOTE:</b> <b>Here at RCMC we take a lot of pride in our work. We have several references available upon request.</b>		
<b>SALESPERSON</b> Matthew Gandara			
<b>PROJECT</b> Pool Service			
<b>PREPARED BY:</b> Brandon Martin			
<b>ATTENTION</b> Westown HOA/ Peggy Ripko			
<b>PAYMENT TERMS</b> <b>Net 30 Monthly Billed in advance of work per month</b>			
<b>BID EXPIRATION</b>  04/15/2020	<b>Additional Notes:</b> **RCMC cannot be liable for misuse of pool area at any time. RCMC will not be held liable for personal injury relating to allergies and reactions to chemicals used in pool waters, water born illness or any type of pool/equipment use or misuse including in the bathrooms. RCMC recommends daily service on all pools, if additional cleaning is needed or RCMC is called back out on off days, \$59.00 per hour (CPO rate) will be billed. 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. RCMC will not recognize issues brought up as a viable excuse to hold payments. RCMC will suspend service immediately following any refusal of payment. Both the HOA and RCMC reserve the right to cancel service at any time with a 15 day notice.		

**Total:** (Multiple, \$2835 per month)

\*\*Access to water and power is necessary to complete these services.

Acceptance

Authorized Rep

Date

## SERVICE AGREEMENT FOR PET WASTE REMOVAL SERVICES

THIS SERVICE AGREEMENT FOR PET WASTE REMOVAL SERVICES (“**Agreement**”) is entered into and effective as of the 16<sup>TH</sup> 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. 17<sup>th</sup> Avenue, Suite 400  
Denver, Colorado 80203  
Phone: (303) 592-4380  
Fax: (303) 592-4385  
Email: ecortese@specialdistrictlaw.com  
Attn: Elisabeth Cortese

To Consultant: Doody Calls, LLC.  
PO Box 350084 W. 103<sup>rd</sup>  
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]**

[SIGNATURE PAGE TO SERVICE AGREEMENT]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

Consultant:  
Doody Calls, LLC.

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

STATE OF COLORADO )  
 ) ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_.

Witness my hand and official seal.

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

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

District:  
**WESTOWN METROPOLITAN DISTRICT**

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

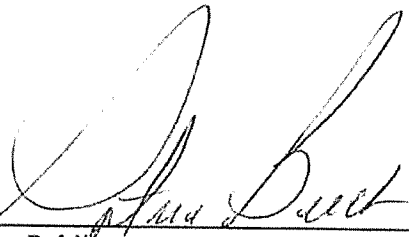
STATE OF COLORADO )  
 ) ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of MARCH, 2020, by \_\_\_\_\_, as \_\_\_\_\_ of Westown Metropolitan District.

Witness my hand and official seal.

My commission expires: 5-2-23

**Jefferson County District Attys Office**  
**500 Jefferson County Pkwy.**  
**Golden, CO 80401**

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

**EXHIBIT A**  
**SCOPE OF SERVICES & COMPENSATION**



[www.DoodyCalls.com](http://www.DoodyCalls.com)  
1.800.DoodyCalls (366.3922)

02/25/20

Westtown 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 Westtown 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](http://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 \_\_\_\_\_

**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**

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

**CHANGE IN SCOPE OF SERVICES (describe):**

<b>CHANGE IN AGREEMENT PRICE:</b>	<b>CHANGE IN TERM OF AGREEMENT:</b>
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:

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

**Violations Summary**  
 Westtown Metropolitan District  
 Period: 11/1/2019 through 3/20/2020

Date: 3/20/2020  
 Time: 2:17 pm  
 Page: 1

Violation Type / Item	Escalation	Item Count	# Letters	# Violations
<b>Animals</b>				
	Open			
Dogs – Off Leash	Level Courtesy Notice	2		
Dogs – Off Leash	Level First Notice	2		
<b>Total Items / Letters Open</b>		<b>4</b>	<b>6</b>	
<b>Total Animals</b>		<b>4</b>	<b>6</b>	<b>4</b>
<b>Holiday Decorations</b>				
	Open			
Holiday Decorations – Left Up	Level Courtesy Notice	3		
Holiday Lights - Left Up	Level Courtesy Notice	1		
<b>Total Items / Letters Open</b>		<b>4</b>	<b>4</b>	
<b>Total Holiday Decorations</b>		<b>4</b>	<b>4</b>	<b>4</b>
<b>Misc</b>				
	Open			
Nuisance	Level Courtesy Notice	1		
Objects Stored at House/On Side	Level Courtesy Notice	3		
<b>Total Items / Letters Open</b>		<b>4</b>	<b>4</b>	
<b>Total Misc</b>		<b>4</b>	<b>4</b>	<b>4</b>
<b>Parking, etc.</b>				
	Open			
Camper/Trailer/Recreational/Heavy Equipment Vehicle at Residence	Level Courtesy Notice	1		
<b>Total Items / Letters Open</b>		<b>1</b>	<b>1</b>	
<b>Total Parking, etc.</b>		<b>1</b>	<b>1</b>	<b>1</b>
<b>Trash Cans</b>				
	Open			
Trash Cans – Out Before Collection Time	Level Courtesy Notice	1		
<b>Total Items / Letters Open</b>		<b>1</b>	<b>1</b>	
<b>Total Trash Cans</b>		<b>1</b>	<b>1</b>	<b>1</b>
<b>Total for Westtown Metropolitan District</b>		<b>14</b>	<b>16</b>	<b>14</b>