DANCING WILLOWS METROPOLITAN DISTRICT
REGULAR MEETING AGENDA

BOARD OF DIRECTORS	OFFICE	TERM EXPIRES
Robert Faiks	President	May 2022
Douglas Cox	Vice President	May 2023
Ron Petroff	Secretary	May 2023
Bob Wessels	Treasurer	May 2022
Lee Jennings	Director	May 2022

PLEASE NOTE DATE AND TIME

DATE: **Thursday, September 10, 2020**
TIME: **6:30 p.m.**
PLACE: **Virtual Board Meeting**

https://zoom.us/j/96338036108

1) Call to Order/Present Disclosure of Potential Conflicts of Interest/Approve Agenda

2) **PUBLIC COMMENT (3-minute time limit per speaker)**

3) **FINANCIAL:**
   a) Ratification/Approval of Payment of Claims (enclosure)
   b) Approve Financial Statements for Period Ending August 31, 2020 and Cash Position dated September 4, 2020 (enclosure)

4) **MANAGER'S REPORT:**
   a) Review and Approve Minutes of the June 11, 2020 Regular Meeting and June 16, 2020 Special Meeting (enclosure)
   b) Manager's Report
   c) Discussion of Preliminary Budget for 2021

5) **COMMITTEE REPORTS:**
   a) Communications Committee
   b) Pool Committee – Pool Contract Renewal (enclosure)
   c) Landscaping Committee – Removal of 3 Dead Ash Trees Behind Bowles Fence (enclosure)
   d) Street Committee – Moving of Speed Limit Signs
   e) Clubhouse Committee
   f) Financial Committee
   g) Monuments Committee – Change Order Approval for Additional Monument Work, Approval of Maintenance Agreement for Condo Monuments (enclosure)
   h) Snow Contract/Removal Committee
   i) Management Contract Review Committee – Bob Wessels and Robert Faiks

6) **HOA REPORTS:**
   a) Patio Homes
   b) Townhomes
   c) Condominiums

7) **DIRECTOR'S ITEMS:**
   a) Discussion Regarding Pool Blower (enclosure)

8) **ADJOURNMENT**

The next regular meeting is scheduled for Thursday, December 10, 2020

Dancing Willows Metropolitan D
VENDOR CHECK REGISTER REPORT
Payables Management

Ranges:	From:	To:		From:	To:
Check Number	02599	02637	Check Date	First	Last
Vendor ID	First	Last	Checkbook ID	First	Last
Vendor Name	First	Last			

Ratify

Sorted By: Check Number

* Voided Checks

Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount
02599	SWOMLEY, C (RE)	Carol Swomley	7/9/2020	1STBANK-CKG	PMCHK00000191	$1,377.09
02600	CO COMM MEDIA	Colorado Community Media	7/9/2020	1STBANK-CKG	PMCHK00000191	$18.72
02601	CO SPC DIST P&L	Colorado Special Districts Pro	7/9/2020	1STBANK-CKG	PMCHK00000191	$40.00
02602	CRS OF COLORADO	CRS of Colorado, LLC	7/9/2020	1STBANK-CKG	PMCHK00000191	$4,794.00
02603	KEESEN	Keesen Landscape Management, I	7/9/2020	1STBANK-CKG	PMCHK00000191	$103.40
02604	LORI GALYK	Lori Galyk	7/9/2020	1STBANK-CKG	PMCHK00000191	$20.57
02605	LORI GRAY	Lori Gray	7/9/2020	1STBANK-CKG	PMCHK00000191	$300.00
02606	LYONSGADDISKAHN	Lyons Gaddis Kahn Hall Jeffers	7/9/2020	1STBANK-CKG	PMCHK00000191	$584.20
02607	MICHAEL SWANBER	Michael Swanberg	7/9/2020	1STBANK-CKG	PMCHK00000191	$849.51
02608	JENNINGS, R EX	R. Lee Jennings	7/9/2020	1STBANK-CKG	PMCHK00000191	$55.79
02609	FAIKSROBERT	Robert Faiks	7/9/2020	1STBANK-CKG	PMCHK00000191	$92.35
02610	SOPHIA LITZMAN	Sophia Litzman	7/9/2020	1STBANK-CKG	PMCHK00000191	$796.18
02611	WILLOWBROOK W&S	Willowbrook Water & Sanitation	7/9/2020	1STBANK-CKG	PMCHK00000191	$1,818.44
02612	LORI GALYK	Lori Galyk	7/15/2020	1STBANK-CKG	PMCHK00000192	$623.36
02613	MICHAEL SWANBER	Michael Swanberg	7/15/2020	1STBANK-CKG	PMCHK00000192	$527.32
02614	REBECCA MILLER	Rebecca Miller	7/15/2020	1STBANK-CKG	PMCHK00000192	$799.08
02615	SOPHIA LITZMAN	Sophia Litzman	7/15/2020	1STBANK-CKG	PMCHK00000192	$585.09
02624	CRS OF COLORADO	CRS of Colorado, LLC	8/13/2020	1STBANK-CKG	PMCHK00000194	$4,167.00
02625	HAYNIE & CO	Haynie & Company	8/13/2020	1STBANK-CKG	PMCHK00000194	$2,000.00
02626	KEESEN	Keesen Landscape Management, I	8/13/2020	1STBANK-CKG	PMCHK00000194	$865.30
02627	METRO SECURITY	Metro Security, Inc.	8/13/2020	1STBANK-CKG	PMCHK00000194	$116.00
02628	PERFECT POOLS	Perfect Pools	8/13/2020	1STBANK-CKG	PMCHK00000194	$1,628.00
02629	FAIKSROBERT	Robert Faiks	8/13/2020	1STBANK-CKG	PMCHK00000194	$611.12
02630	WILLOWBROOK W&S	Willowbrook Water & Sanitation	8/13/2020	1STBANK-CKG	PMCHK00000194	$1,850.34
02631	LORI GALYK	Lori Galyk	7/31/2020	1STBANK-CKG	PMCHK00000195	$470.99
02632	MICHAEL SWANBER	Michael Swanberg	7/31/2020	1STBANK-CKG	PMCHK00000195	$799.08
02633	REBECCA MILLER	Rebecca Miller	7/31/2020	1STBANK-CKG	PMCHK00000195	$505.08
02634	SOPHIA LITZMAN	Sophia Litzman	7/31/2020	1STBANK-CKG	PMCHK00000195	$789.65
02635	MICHAEL SWANBER	Michael Swanberg	8/15/2020	1STBANK-CKG	PMCHK00000196	$1,138.64
02636	REBECCA MILLER	Rebecca Miller	8/15/2020	1STBANK-CKG	PMCHK00000196	$270.12
02637	SOPHIA LITZMAN	Sophia Litzman	8/15/2020	1STBANK-CKG	PMCHK00000196	$855.84

Total Checks: 31

Total Amount of Checks: $29,452.26

Dancing Willows Metropolitan D
VENDOR CHECK REGISTER REPORT
Payables Management

Ranges:	From:	To:		From:	To:
Check Number	First	Last	Check Date	8/31/2020	8/31/2020
Vendor ID	First	Last	Checkbook ID	First	Last
Vendor Name	First	Last			

Sorted By: Check Number

* Voided Checks

Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount
02638	KATHERINE SENA	Katherine Nadette Sena	8/31/2020	1STBANK-CKG	PMCHK00000198	$226.26
02639	LORI GALYK	Lori Galyk	8/31/2020	1STBANK-CKG	PMCHK00000198	$761.51
02640	REBECCA MILLER	Rebecca Miller	8/31/2020	1STBANK-CKG	PMCHK00000198	$554.49

Total Checks: 3

Total Amount of Checks: $1,542.26

Dancing Willows Metropolitan D
VENDOR CHECK REGISTER REPORT
Payables Management

Ranges:	From:	To:		From:	To:
Check Number	First	Last	Check Date	9/10/2020	9/10/2020
Vendor ID	First	Last	Checkbook ID	First	Last
Vendor Name	First	Last			

Sorted By: Check Number

* Voided Checks

Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount
02641	BACKFLOW TECH	Backflow Tech	9/10/2020	1STBANK-CKG	PMCHK00000199	$235.00
02642	BROWN BROTHERS	Brown Brothers Holdings, LLC	9/10/2020	1STBANK-CKG	PMCHK00000199	$54,099.00
02643	CRS OF COLORADO	CRS of Colorado, LLC	9/10/2020	1STBANK-CKG	PMCHK00000199	$4,213.52
02644	HAYNIE & CO	Haynie & Company	9/10/2020	1STBANK-CKG	PMCHK00000199	$2,700.00
02645	KEESEN	Keesen Landscape Management, I	9/10/2020	1STBANK-CKG	PMCHK00000199	$861.37
02646	LORI GRAY	Lori Gray	9/10/2020	1STBANK-CKG	PMCHK00000199	$100.00
02647	POOL DOCTOR	Pool Doctor	9/10/2020	1STBANK-CKG	PMCHK00000199	$1,478.87
02648	WILLOWBROOK W&S	Willowbrook Water & Sanitation	9/10/2020	1STBANK-CKG	PMCHK00000199	$2,025.79
Total Checks:	8				Total Amount of Checks:	$65,713.55

AutoPay
CenturyLink 08.16.20 $48.95
Comcast 08.13.20 $164.11

DANCING WILLOWS METROPOLITAN DISTRICT

FINANCIAL STATEMENTS

August 31, 2020

DANCING WILLOWS METROPOLITAN DISTRICT
COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS
August 31, 2020
Unaudited

	General	Debt Service	Capital	Long-term Debt	Total Memo Only
ASSETS AND OTHER DEBITS					
Current Assets					
Cash in Checking - 1st Bank	$ 32,795	$ -	$ -	$ -	$ 32,795
Cash in ColoTrust	644,310	255,300	165,400	-	1,065,010
Total Current Assets	677,105	255,300	165,400	-	1,097,805
Other Debits					
Amount to be provided for debt	-	-	-	3,618,583	3,618,583
TOTAL ASSETS AND OTHER DEBITS	**$ 677,105**	**$ 255,300**	**$ 165,400**	**$ 3,618,583**	**$ 4,716,388**
LIABILITIES AND FUND BALANCES					
Current Liabilities					
Accounts payable	$ 9,633	$ -	$ -	$ -	$ 9,633
Deposits - concrete work	-	-	9,500	-	9,500
Total Current Liabilities	9,633	-	9,500	-	19,133
Long Term Debt					
Bonds payable - Series 2017 Refunding	-	-	-	3,585,000	3,585,000
Accrued bond interest	-	-	-	33,583	33,583
Total Long Term Debt	-	-	-	3,618,583	3,618,583
FUND BALANCE					
Tabor emergency reserves	15,590	-	-	-	15,590
Unassigned	302,515	-	-	-	302,515
Debt service - beginning fund balance	-	209,618		-	209,618
Capital - beginning fund balance	-	-	235,877	-	235,877
Current earnings	349,367	45,682	(79,977)	-	315,072
Total Fund Balances	667,472	255,300	155,900	-	1,078,672
TOTAL LIABILITIES AND FUND BALANCES	**$ 677,105**	**$ 255,300**	**$ 165,400**	**$ 3,618,583**	**$ 4,716,388**

DANCING WILLOWS METROPOLITAN DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL
For the Eight Months Ended August 31, 2020
Unaudited

	YTD Actual	2020 Budget	Variance Positive (Negative)	Percent of Budget (67% YTD)
REVENUES				
Property taxes	$ 463,040	$ 465,189	$ (2,149)	100%
Specific ownership taxes	24,229	32,563	(8,334)	74%
Clubhouse rentals	400	4,000	(3,600)	10%
Interest	4,613	16,000	(11,387)	29%
Conservation Trust Funds	777	1,100	(323)	71%
Miscellaneous Income	1,644	500	1,144	329%
Total revenues	494,703	519,352	(24,649)	95%
EXPENDITURES				
General				
Audit	4,933	4,800	(133)	103%
County treasurer fees	6,946	6,978	32	100%
Directors' fees	923	2,900	1,977	32%
District management and accounting	33,336	50,000	16,664	67%
District management - special services	627	-	(627)	-
Elections	14,574	9,200	(5,374)	-
Grant Funding	-	11,500	11,500	0%
Insurance	10,053	10,700	647	94%
Legal	507	2,000	1,493	25%
Miscellaneous	1,580	1,000	(580)	158%
Payroll taxes	444	230	(214)	193%
SDA dues	537	500	(37)	107%
SDA conference attendance	-	1,000	1,000	0%
Utilities	23,475	36,000	12,525	65%
Contingency	-	10,000	10,000	0%
Emergency reserve	-	15,580	15,580	0%
Total general expenditures	97,935	162,388	64,453	60%
Operations and Maintenance				
Clubhouse maintenance	1,964	2,500	536	79%
Clubhouse interior painting	-	7,000	7,000	0%
Landscape contract	4,050	6,500	2,450	62%
Grounds and landscaping maintenance	3,479	8,000	4,521	43%
Trees - watering	-	2,400	2,400	0%
Irrigation repairs	313	3,000	2,687	10%
Fence and monument maintenance	-	500	500	0%
Street light repair and maintenance	-	1,000	1,000	0%
Street repairs and maintenance	-	5,500	5,500	0%
Pool chemicals and supplies	628	3,500	2,872	18%
Pool contract	5,700	6,950	1,250	82%
Pool maintenance	538	5,000	4,462	11%
Pool monitors	9,010	-	(9,010)	-
Reserve study	-	10,000	10,000	0%
Snow removal	21,719	81,500	59,781	27%
Total O&M expenditures	47,401	143,350	95,949	33%
Total expenditures	145,336	305,738	160,402	48%
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	349,367	213,614	135,753	164%
OTHER FINANCING USES				
Transfer to Capital Reserve Fund	-	(150,000)	(150,000)	0%
Total other financing uses	-	(150,000)	(150,000)	0%
NET CHANGE IN FUND BALANCE	349,367	63,614	285,753	
BEGINNING FUND BALANCE	318,105	264,321	53,784	
ENDING FUND BALANCE	$ 667,472	$ 327,935	$ 339,537	

DANCING WILLOWS METROPOLITAN DISTRICT
DEBT SERVICE FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL
For the Eight Months Ended August 31, 2020
Unaudited

	YTD Actual	2020 Budget	Variance Positive (Negative)	Percent of Budget (67% YTD)
REVENUES				
Property taxes	$ 113,358	$ 113,884	$ (526)	100%
Specific ownership taxes	-	-	-	-
Interest	1,174	-	1,174	-
Total revenues	114,532	113,884	648	101%
EXPENDITURES				
Bond principal	-	40,000	40,000	0%
Bond interest	66,750	133,500	66,750	50%
County treasurer fees	1,700	1,708	8	100%
Paying agent fees	400	400	-	100%
Total expenditures	68,850	175,608	106,758	39%
NET CHANGE IN FUND BALANCE	45,682	(61,724)	107,406	
BEGINNING FUND BALANCE	209,618	283,731	(74,113)	
ENDING FUND BALANCE	$ 255,300	$ 222,007	$ 33,293	

DANCING WILLOWS METROPOLITAN DISTRICT
CAPITAL FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL
For the Eight Months Ended August 31, 2020
Unaudited

	YTD Actual	2020 Budget	Variance Positive (Negative)	Percent of Budget (67% YTD)
REVENUES				
Total revenues	$ -	$ -	$ -	$ -
Clubhouse - furniture replacement	-	7,000	7,000	0%
Clubhouse - window coverings	-	5,000	5,000	0%
Street paving/sealing/sidewalk/gutter maintenance	79,977	120,000	40,023	67%
Total expenditures	79,977	132,000	52,023	61%
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(79,977)	(132,000)	52,023	-
OTHER FINANCING SOURCES				
Transfer from General Fund	-	150,000	(150,000)	-
Total other financing sources	-	150,000	(150,000)	-
NET CHANGE IN FUND BALANCE	(79,977)	18,000	(97,977)	
BEGINNING FUND BALANCE	235,877	155,900	79,977	
ENDING FUND BALANCE	$ 155,900	$ 173,900	$ (18,000)	

DANCING WILLOWS METROPOLITAN DISTRICT
CASH POSITION STATEMENT
For the Eight Months Ended August 31, 2020
Adjusted as of September 4, 2020

	CHECKING	INVESTMENT COLOTRUST*		TOTAL ALL ACCOUNTS
Account Activity Item Description	**1st Bank**	**General**	**Bond Reserve**	
BEGINNING BALANCE PER BANK	$ 19,959	$ 593,197	$ 181,549	$ 794,705
YTD credits - Total deposits, wires and transfers	257,622	667,600	1,164	926,386
YTD debits - Total vouchers, wires and transfers	(244,786)	(311,750)	(66,750)	(623,286)
YTD balance	32,795	949,047	115,963	1,097,805
Less outstanding checks	-	-	-	-
Adjusted balance	32,795	949,047	115,963	1,097,805
Current activity				
Transfers from Colotrust to General Fund	-	-	-	-
Deposits - property tax and interest	-	20	2	22
Payables, auto pay	(49)	-	-	(49)
Adjusted balance	**32,746**	**949,067**	**115,965**	**1,097,778**
Less restricted cash - debt service	**-**	**-**	**(115,965)**	**(115,965)**
Adjusted unrestricted cash balance	**$ 32,746**	**$ 949,067**	**$ -**	**$ 981,813**

***Colotrust Average Monthly Yield = .30%**

General Obligation Refunding Bonds, Series 2017:

	Principal	Interest	TOTAL
Due 06/01/2020		66,750.00	66,750.00
Due 12/01/2020	40,000.00	66,750.00	106,750.00
	40,000.00	133,500.00	173,500.00

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE
BOARD OF DIRECTORS OF
DANCING WILLOWS METROPOLITAN DISTRICT
HELD
THURSDAY, JUNE 11, 2020

A telephonic/digital regular meeting of the Board of Directors of the Dancing Willows Metropolitan District was held on June 11, 2020, at 6:30 PM

ATTENDANCE

The regular meeting of the Board of Directors of the Dancing Willows Metropolitan District was called and held, as shown, in accordance with Colorado law. The following Directors were present:

In attendance were Directors:
Robert Faiks, Vice President
Lee Jennings, Secretary
Bob Wessels, Director
Doug Cox, Director
Ron Petroff, Director

Other participants identified in attendance:
Marcos Pacheco and Sue Blair, CRS of Colorado
Linda Davis
Lori Gray
Jo Wessels
Sandy Guidry
Bill and Karen Kaseman
Barb Dryer
Bim Gupta
Bob Carson
Bob Daley
Carol Flynn
Chuck Danford
Deborah Ayres
Gloria Stenimetz
Elsie Baught
Jan Walker
Kathie
Kathy & Paul
Kay Jackson
Knick
LaRayne Wilman
Linda Rohlman
Linda Pocsik
Linda S Sterns
Lori G. Galyk

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M Mary Coyle
Michael Nadrich
Micke (Mike) Tycksen
Nancy Carson
Nora Ruppert
Patrick
R Roger Frank
Thomas
William Bristol
Nora Rupert
Sandy Guidry

CALL TO ORDER DISCLOSURE OF CONFLICTS OF INTEREST

The meeting was called to order by Director Faiks at 6:42 PM. There were no potential conflicts of interest that were disclosed.

AGENDA APPROVAL

Director Petroff moved to approve the agenda as presented. Upon second by Director Jennings, vote was taken, and motion carried unanimously.

RESULTS OF ELECTION

Confirm Oaths of Office for New Directors: Ms. Blair reported the that election had a good turnout. The Oaths of Offices have been taken and properly filed with the Court and State. The Board welcomed the new directors and thanked Bobby Thomas and Nancy Carson.

Election of Officers: The following officer roles were proposed:
Robert Faiks, President
Doug Cox, Vice-President
Ron Petroff, Secretary
Bob Wessels, Treasurer
Lee Jennings, Director

Director Jennings moved that the Board approve the Election of Officers as presented. Upon second by Director Wessels, vote was taken, and motion carried unanimously.

PUBLIC COMMENT

Director Wessels noted that he has e-mails from residents to address:

First email – George Ford at 5836 S Vivian Way – needs driveway flattened because he cannot get in or out of the garage without a lot of adjustments. He is not the only resident with this issue.
Second email – Sara Lynn at 5824 S Vivian St – Concrete maintenance, the gutter in front of her townhome is sinking. It has been inspected several times by the Board. There has been damage to her vehicle because of this. This is a building defect.

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HOA REPORTS

Condos – No report
Townhomes – Bob Carson reported the Town Homes are doing the normal maintenance of the facilities.
Patio Homes – No report

DIRECTORS' ITEMS

Committee Assignments:

Pool Committee – Robert Faiks, Doug Cox, Kay Jackson, Nora Ruppert, Bob Carson and Lori Galyk

Communications Committee – Bob Wessels, Lee Jennings, Lori Gray, Jo Wessels and Linda Davis

Finance Committee – Bob Wessels, Ron Petroff, Patrick O'Keefe and Bill Bristol

Monuments Committee – Lee Jennings and Robert Faiks

Landscape Committee – Lee Jennings, Ron Petroff and Carol Swomley

Clubhouse Committee – Doug Cox, Nancy Carson, Hallie Holland and LaRayne Wilman

Streets/Sidewalks Committee – Lee Jennings, Ron Petroff and Mike Tycksen

Snow Contract/Removal Committee – Doug Cox and Robert Faiks. Each HOA will assign a representative to be on this committee. Committee will need to obtain a contract for this season.
Management Contract Review Committee – Robert Faiks, Bob Wessels, and Jim Gupta

Discussion Concerning Opening Pool/Clubhouse in Time of COVID-19 Restrictions:

Director Faiks reported on the survey that was sent out in an attempt to gather community opinion on how to move forward with the pool opening. Roughly 130 homeowners completed the survey. Director Faiks reviewed the results of the survey with the Board. Director Faiks continued to recommend his plans for the pool, but also brought up concerns about the costs associated with complying with restrictions. It was suggested that the District hire someone to be a pool monitor and be responsible for sanitation. Director Faiks would also like to look into having an on-line platform to make reservations for use of the pool. Director Faiks noted that without staff, the District could not be

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compliant with the State health requirements. Director Faiks suggested that no furniture be placed outside this year, residents can bring their own and must not leave it. No food will be allowed and there will be other restrictions implemented, with a max occupancy of 30.

Director Faiks moved to open the pool once the details were worked out and a monitor was in place, securing the ability to maintain compliance with the State health regulations. The motion would also authorize the Pool Committee to make decisions related to the pool opening. Upon second by Director Wessels, vote taken, and motion carried unanimously.

There was continued discussion regarding the Clubhouse and a large wedding event reserved for 45 guests inside the clubhouse. The ceremony will take place on the outside deck.
The Board agreed to allow the wedding to take place and then leave the clubhouse unoccupied for one week before it is cleaned and sanitized.

The Board allowed time for questions from the community.

Repair/Paint Monuments (Taft Street and Union Ave): Director Jennings reported on the failing monuments and how some need to be repainted. Director Jennings and Director Faiks will research contractors for the painting project

Road Improvement/Concrete Repair: Director Jennings reported on the successful completion of the concrete work. Director Jennings then presented a new bid for $77,740. Director Jennings referred to the Brown Brothers map and explained the areas of concern to be addressed in this contract. The next contract should include the alley with failing asphalt and issues with concrete throughout the District. Director Petroff asked questions related to this specific bid. Director Jennings moved to approve the Brown Brothers bid in the amount of $77,740. Upon second by Director Wessels, vote was taken, and the motion carried by majority vote. Directors Faiks and Petroff both voted no.

MANAGERS' ITEMS

Ratification and Approval of Claims – The Board ratified the claims represented by check nos. 2567-2583, totaling $105,213.97 and reviewed the current claims presented for approval, check nos. 2584-2598, totaling $10,623.27. Director Jennings moved that the Board ratify and approve the payment of claims as presented. Upon second by Director Petroff, vote was taken, and motion carried unanimously.

Financial Statements – Ms. Blair reported the financial statements.

Audit – Ms. Blair reported on the 2019 audit. Director Jennings moved

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that the Board accept the 2019 Audit as presented, pending final review. Upon second by Director Cox, vote was taken, and motion carried unanimously.

Amended 2019 Budget – Ms. Blair reported that the proper publication had been made to allow the Board to conduct the public hearing to amend the 2019 Budget. Director Faiks opened the public hearing at 8:47 p.m. and with there being no public comment, the public hearing was closed at 8:48 p.m. Director Petroff moved that the Board approve the 2019 Amended Budget as presented. Upon second by Director Wessels, vote was taken, and motion carried unanimously.

COMMITTEE REPORTS

Landscape – Director Jennings spoke for Carol Swomley as she was unable to join the meeting. The committee has replaced 150 annuals, 28 perennials, 10 shrubs. 1 black hills spruce for the Taft monument, has been purchased not installed. Fertilizer has also been applied. The next project the committee is working on will be to check on trees; Director Jennings and Ms. Swomley will walk the property to identify struggling trees. Out of the $8k budget, $2,547 has been spent, leaving $5,453 for potential tree work.

Fence Monument – Director Wessels noted there has been communication from the condos related to the monuments that the condo HOA owns. Condo HOA is asking if the Metro District would consider taking them over. After discussion the Board asked CRS to draft an agreement. Director Faiks voiced his disagreement due to more taxpayer dollars being needed to maintain these monuments. There was an e-mail from Hallie Holland advocating for the Metro District to take these over since the District has more resources for maintaining the monuments. It will produce more uniformity and consistency. Director Jennings moved that the Dancing Willows Metropolitan District take over the monuments currently owned and maintained by the Condo HOA. As part of this motion, CRS would also look into an agreement to make this happen. Upon second by Director Wessels, vote was taken, and the motion carried by majority vote. Director Faiks abstained from the vote.

Pool – No further discussion

Street – No further discussion

Clubhouse – No further discussion

Communications – Director Wessels thanked Jo Wessels and Nora Rupert for their hard work with Dancing Willows United. Regarding the zoom meetings, Ms. Wessels spoke that she feels the ongoing chats

are distracting and disrespectful and would like the Board to consider potentially removing that chat feature.

Finance – No further discussion

NEXT MEETING Thursday, September 10, 2020 at 6:30 PM

ADJOURNMENT There being no further business to come before the Board, upon motion duly made, seconded and unanimously carried, the Meeting was adjourned at 9:16 PM.

Respectfully submitted,

_____

Secretary for the Meeting

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RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF DANCING WILLOWS METROPOLITAN DISTRICT HELD TUESDAY, JUNE 16, 2020

A telephonic/digital special meeting of the Board of Directors of the Dancing Willows Metropolitan District was held on June 16, 2020, at 6:30 PM

ATTENDANCE

The special meeting of the Board of Directors of the Dancing Willows Metropolitan District was called and held, as shown, in accordance with Colorado law. The following Directors were present:

In attendance were Directors:
Robert Faiks, President
Doug Cox, Vice President
Ron Petroff, Secretary
Bob Wessels, Treasurer
Lee Jennings, Director

Other participants identified in attendance:
Marcos Pacheco and Sue Blair, CRS of Colorado
Hallie Holland
Nancy Carson
Bob Carson
Gloria & Jon Steinmetz
Barb Dreyer
Bill Anderson
Bob Knickerbocker
Bob McCarrick
Chuck Danford
C McGinley
David Marker
Heather Costes
Jack Brown
Jen Po
Jim Fiore
Jo Wessels
John Sweetser
Karen Kaseman
Kathie Sobas
Kay Jackson
LaRayne Welman
Linda Davis
Linda Pocsik
Linda Rohlman
Lori Gray
M Mary Coyle
Marcia Garcia
Margie

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Marilyn Watson
Mary Okamatsu
Maryellen Celtrick
Michael Nadrich
Michelle De Waele
Mike Tycksen
Nadette Sena
Renee Faiks
Roger Frank
Ron Wheat
Sandy Guidry
Stephanie and Dave Agosta
Susan Root
Will Guillermo Ayres
William Bristol

CALL TO ORDER
DISCLOSURE OF CONFLICTS OF INTEREST

The meeting was called to order by Director Faiks at 6:43 PM. There were no potential conflicts of interest that were disclosed.

AGENDA APPROVAL

Director Petroff moved to approve the agenda as presented. Upon second by Director Cox, vote was taken, and motion carried unanimously.

MONUMENTS

Director Faiks spoke about how an agreement was reached to have the Metro District take over and maintain the monuments that currently belong to the Condo HOA. Director Jennings noted that the District already maintains other aspects of the monuments. Hallie Holland spoke and noted that the Condos have requested this. Director Jennings asked if the condos would maintain the property ownership if the District took over the maintenance. Ms. Blair noted that CRS will draft an agreement for the Metro District to enter into a maintenance agreement with the Condo HOA. There were questions from the public and the Board responded to each question. Upon Motion made by Director Jennings and seconded, Director Faiks abstained from the vote, motion carried to uphold the decision of the District taking over the maintenance of the Condo monuments.

ROAD WORK

Director Petroff introduced a revised proposal for road work that equals an amount much lower than the proposal that was approved at the last regular meeting. Director Jennings noted that due to the revised proposal not being presented to the Board prior to the meeting, no vote can be taken. The public was provided the opportunity to ask questions or make comments on the matter; the Board responded to each individual. There was extensive conversation surrounding the

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topic. The Board asked Ms. Blair what the requirements are to rescind a motion that had previously been voted on and approved. Ms. Blair explained how to rescind a motion. Director Petroff also introduced a new resolution to the Board that dealt with these issues. Because Director Wessels had not yet been able to review the resolution, he asked that a vote be tabled until the next meeting.

1. Director Petroff introduced a motion to adopt the resolution as presented but the topic will be tabled until the next meeting of the Board.
2. Director Cox motioned to rescind the approval of the Brown Brothers proposals that were approved at the June 11, 2020 regular meeting. Upon second by Director Petroff, vote was taken, and the motion carried by majority vote; Directors Wessels and Jennings voted no.
3. A motion to accept the new Brown Brothers proposal with an amount not-to-exceed $51,800 was introduced by Director Petroff. At this point in time, the Board will table this discussion until all members have an opportunity to review the proposal. An email vote will be taken by the board and the decision will be ratified at the next meeting of the Board.
4. Resident, Mike Tycksen asked the board to comment if they agreed there is a general garage access issue in the community. Director Faiks said yes for some homes. Director Jennings said we have problems with the streets and the adjacent broken concrete and access, and it needs to be repaired slowly and steadily so that we don't have a large bill at once. Director Cox said yes at some homes. Director Wessels said yes and noted the survey he sent out to the community that indicated 177 homeowners claim to have issues. Director Petroff said yes, he sees some issues.
5. A question was directed at Director Jennings regarding why garage access was included in the work on Long Circle. Director Jennings noted it is because of drainage issues.

SWIMMING POOL OPENING

Director Faiks asked if any Board members had any comments related to the opening of the swimming pool. He noted that the pool will be opened on Thursday, June 18th, assuming proper safety requirements can be met. An e-mail will be circulated on June 17th outlining the details and rules of the pool while under the current health department restrictions. Questions from the community were taken and answered. The pool will

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be limited to 30 people max, residents and family only at this point. There will be an online/phone call reservation system. The Board asked for volunteers to physically monitor pool and noted that these monitors are not lifeguards. The monitors will be asked to help sanitize the pool area throughout the day. Children are required to be accompanied by an adult.

ADDITIONAL COMMENT WERE TAKEN

The Board discussed their management contract with CRS that is set to expire at the end of July. Director Jennings motioned to extend the CRS contract through December 2020, assuming the same pricing model, until the Management Contract Committee has the opportunity to analyze the District's plan moving forward. Upon second by Director Cox, vote was taken, and motion carried unanimously.

Director Wessels asked the Board to begin thinking about the impacts of the Gallagher Amendment on the District's revenue streams. He suggested that CRS be prepared to give the Board a presentation on the effects on the Metro District at the next regular meeting.

Director Faiks thanked Lori Gaylk for her help with putting together the reservation system for the pool.

Director Wessels brought up the suggestion cards that used to be available during the "in-person" meetings. He suggested that a link could be provided through Dancing Willows United for suggestions/issues for upcoming meetings. This is something he will continue to work on with the Communications Committee. Director Faiks reminded residents that the Board of Directors e-mail addresses are available on the District website.

ADJOURNMENT

There being no further business to come before the Board, upon motion duly made, seconded and unanimously carried, the Meeting was adjourned.

Respectfully submitted,

_____

Secretary for the Meeting

DRAFT

PERFECT POOLS

1156 E Dry Creek Pl. Centennial, CO 80122
(303)795-1191 E-mail HB@Perfect-pools.com

POOL MANAGEMENT AGREEMENT

This agreement, dated September 1, 2020 is between the Dancing Willows Metropolitan District (herein called "District") and Perfect Pools (herein called "Contractor"), 1156 E. Dry Creek Pl. Centennial, CO 80122, 795-1191. In consideration of the mutual promises contained herein, the benefits to be derived by each party hereunder and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Association and Contractor agree as follows:

A. TERM. The term of this agreement shall be for 3 years. Effective from September 30, 2020 to September 30, 2023.

B. POOL OPENING. Contractor shall take all actions necessary to fully prepare the pool for public use on Saturday May 29th, 2021 including without limitation the following:

1. During the last week of April and the first through third week in May, the pool covers shall be removed, cleaned appropriately and properly stored for the summer. Anchor bolts shall be secured so as not to cause a hazard on the pool deck. The pool shall then be drained and cleaned using the appropriate chemicals to whiten, without damaging, the surface. Draining will be accomplished using a portable pump; installed pumps shall not be used for draining.

2. Effluent shall be pumped to the curbside. All applicable City, County, and/or State regulations governing the draining and the cleaning of the pools shall be observed and adhered to.
3. All plugs shall be removed and stored.

4. Pool hardware and necessary pertinences shall be installed.

5. Pool lights shall be checked for operation and new lights installed, at the Association's expense, if required.

6. The main drain shall be cleaned and all hydrostatic valves shall be checked to insure seating.

7. Plugs shall be installed in the pump room line drains.

8. The pool shall be filled, all pumps tested and the furnace made ready for operation. The water should be circulated and the furnace turned on one week before the opening date.

9. Any repairs considered advisable by Contractor shall be brought to the attention of the Association for corrective action. If Contractor is given approval for such repairs, Association will be charged at the rate of $85.00 per hour for service.

C. LIABILITY. Perfect Pools agrees to hold the District Harmless from any liability arising out of Perfect Pools' negligence in the operation of the pool facility.

D. OPERATION OF THE POOL. Perfect Pools will provide the following services for the actual operation of the pool:

1. Cleaning and maintaining swimming pool, deck, bathrooms and pump room 5 days a week.

2. Maintaining chemical tests and records. These records are to include ph level, chlorine level, pool temperature and any variations in the pool chemical balance.

E. CHEMICALS. Contractor shall provide all necessary pool chemicals and shall bill the association accordingly. Chemical costs are not included in pool contract price.

F. BATHROOMS. Contractor shall clean and stock bathrooms during pool service dates.

G. POOL FILTERS. The pool filters shall be backwashed as required.

H. EQUIPMENT MALFUNCTIONS. Any malfunctions of the pool equipment during the term hereof shall be promptly brought to the attention of the Association for resolution. **No expense in excess of $100.00 shall be incurred by Contractor without the express permission of the Association's Pool Operations Manager or another Association Board Member.** Except for emergencies, the Association will be notified of repairs before they have begun. If the Association cannot be reached in an emergency situation, repairs to prevent further damage and/or make the area safe may be completed without consent.

I. CLOSING OF THE POOL. The pool shall be winterized at the end of the swim season after September 3, 2021. All appropriate procedures to protect the pool and associated equipment will be accomplished. This includes, but is not limited to, the following:

1. All water lines shall be blown out with compressed air and plugged.
2. All pool hardware shall be stored in the pump house.
3. The pump house shall be cleaned and all pool furniture stored.
4. Any old or worn plugs shall be replaced at Associations expense.
5. The pool covers shall be properly reinstalled and connected to all available anchor bolts.
6. Evaluation of pool condition at the end of the season, with recommended repairs presented to the board.
7. The water valve next to the pump will be turned to the off position.
8. Perfect Pools is only responsible for the water line where it first shuts off in the building.

J. FEE TO CONTRACTOR. For performing the above services, Contractor shall receive $7,500.00 for 5 day a week service from May 29th, 2021 until September 6th, 2021. Payments will be $1,500.00 on or before April 1, 2021, $1,500.00 on or before May 1, 2021, $1,500.00 on or before June 1, 2021, $1,000.00 on or before July 1, 2021, $1,000.00 on or before August 1, 2021 and $1,000.00 on or before September 1, 2021 or upon final closing. All fees will be sent to Perfect Pools by the Dancing Willows Metropolitan District on or before each date specified above. Perfect Pools will bill chemicals and service charges separately. The District reserves the right to extended opening on a weekly basis. Extended openings will be billed at the rate of $500 per week. **Contract price for 2022 shall be $7,750.00 and $7,950.00 for 2023. Contract is Based on 101 Days in the Summer Season.**

K. INSURANCE. Contractor shall, by May 1, 2021, cause its Workmen's Compensation Insurance and public liability insurance carrier to furnish a Certificate of coverage to Association; Perfect Pools shall carry a $1,000,000.00 liability policy. A certificate showing coverage of Contractor's General and Professional Liability will be provided to Association by May 1, 2021. Before May 1, 2021 Perfect Pools shall provide the Association with proof of insurance for the duration of this contract. **The Association reserves the right to cancel this contract if such proof of insurance is not provided by June 30, 2021.** It is the obligation of the Contractor to notify Association of any changes in insurance coverage.

L. INDEMNIFICATION. Perfect Pools will not be held responsible for the injuries or damages which occur in the pool or in the surrounding area which are caused by the negligence of a pool patron, unauthorized personnel, a homeowner, the Owner of their representatives. The surrounding area is described as:
The area within the pool fence. Perfect Pools will not be held responsible for the control of or the results of activities outside of the surrounding area.

M. TERMINATION BY ASSOCIATION. The Association or Contractor may terminate this agreement at any time, **but only for cause and with a written notice to Perfect Pools, or Association, fifteen (15) days in advance of termination.**

N. ASSIGNMENT. Neither this agreement, nor any rights or obligations of either party hereunder, may be assigned.

O. LAW GOVERNING. This agreement shall be governed by and construed in accordance with the laws of the state of Colorado.

P. ENTIRE AGREEMENT. This agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof, and may be modified only by a written execution by both parties hereto.

EXECUTED AS OF THE DATE FIRST WRITTEN ABOVE

Dancing Willows HOA

_____

PERFECT POOLS
By: OWNER_____

PERFECT POOLS

1156 E Dry Creek Pl. Centennial, CO 80122
(303)795-1191 E-mail HB@Perfect-pools.com

POOL MANAGEMENT AGREEMENT

This agreement, dated August 29, 2017 is between the Dancing Willows Metropolitan District (herein called "District") and Perfect Pools (herein called "Contractor"), 1156 E. Dry Creek Pl. Centennial, CO 80122, 795-1191. In consideration of the mutual promises contained herein, the benefits to be derived by each party hereunder and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Association and Contractor agree as follows:

A. TERM. The term of this agreement shall be for 3 years. Effective from September 30, 2017 to September 30, 2020.

B. POOL OPENING. Contractor shall take all actions necessary to fully prepare the pool for public use on Saturday May 26th, 2018 including without limitation the following:

1. During the last week of April and the first through third week in May, the pool covers shall be removed, cleaned appropriately and properly stored for the summer. Anchor bolts shall be secured so as not to cause a hazard on the pool deck. The pool shall then be drained and cleaned using the appropriate chemicals to whiten, without damaging, the surface. Draining will be accomplished using a portable pump; installed pumps shall not be used for draining.

2. Effluent shall be pumped to the curbside. All applicable City, County, and/or State regulations governing the draining and the cleaning of the pools shall be observed and adhered to.
3. All plugs shall be removed and stored.

4. Pool hardware and necessary pertinences shall be installed.

5. Pool lights shall be checked for operation and new lights installed, at the Association's expense, if required.

6. The main drain shall be cleaned and all hydrostatic valves shall be checked to insure seating.

7. Plugs shall be installed in the pump room line drains.

8. The pool shall be filled, all pumps tested and the furnace made ready for operation. The water should be circulated and the furnace turned on one week before the opening date.

9. Any repairs considered advisable by Contractor shall be brought to the attention of the Association for corrective action. If Contractor is given approval for such repairs, Association will be charged at the rate of $85.00 per hour for service.

C. LIABILITY. Perfect Pools agrees to hold the District Harmless from any liability arising out of Perfect Pools' negligence in the operation of the pool facility.

D. OPERATION OF THE POOL. Perfect Pools will provide the following services for the actual operation of the pool:

1. Cleaning and maintaining swimming pool, deck, bathrooms and pump room 5 days a week.

2. Maintaining chemical tests and records. These records are to include ph level, chlorine level, pool temperature and any variations in the pool chemical balance.

E. CHEMICALS. Contractor shall provide all necessary pool chemicals and shall bill the association accordingly. Chemical costs are not included in pool contract price.

F. BATHROOMS. Contractor shall clean and stock bathrooms during pool service dates.

G. POOL FILTERS. The pool filters shall be backwashed as required.

H. EQUIPMENT MALFUNCTIONS. Any malfunctions of the pool equipment during the term hereof shall be promptly brought to the attention of the Association for resolution. **No expense in excess of $100.00 shall be incurred by Contractor without the express permission of the Association's Pool Operations Manager or another Association Board Member.** Except for emergencies, the Association will be notified of repairs before they have begun. If the Association cannot be reached in an emergency situation, repairs to prevent further damage and/or make the area safe may be completed without consent.

I. CLOSING OF THE POOL. The pool shall be winterized at the end of the swim season after September 3, 2018. All appropriate procedures to protect the pool and associated equipment will be accomplished. This includes, but is not limited to, the following:

1. All water lines shall be blown out with compressed air and plugged.
2. All pool hardware shall be stored in the pump house.
3. The pump house shall be cleaned and all pool furniture stored.
4. Any old or worn plugs shall be replaced at Associations expense.
5. The pool covers shall be properly reinstalled and connected to all available anchor bolts.
6. Evaluation of pool condition at the end of the season, with recommended repairs presented to the board.
7. The water valve next to the pump will be turned to the off position.
8. Perfect Pools is only responsible for the water line where it first shuts off in the building.

J. FEE TO CONTRACTOR. For performing the above services, Contractor shall receive $6,500.00 for 5 day a week service from May 26, 2018 until September 3, 2018. Payments will be $1,250.00 on or before April 1, 2018, $1,000.00 on or before May 1, 2018, $1,250.00 on or before June 1, 2018, $1,000.00 on or before July 1, 2018, $1,000.00 on or before August 1, 2018 and $1,000.00 on or before September 1, 2018 or upon final closing. All fees will be sent to Perfect Pools by the Dancing Willows Metropolitan District on or before each date specified above. Perfect Pools will bill chemicals and service charges separately. The District reserves the right to extended opening on a weekly basis. Extended openings will be billed at the rate of $400 per week. **Contract price for 2019 shall be $6,750.00 and $6,950.00 for 2020.**

K. INSURANCE. Contractor shall, by May 1, 2018, cause its Workmen's Compensation Insurance and public liability insurance carrier to furnish a Certificate of coverage to Association; Perfect Pools shall carry a $1,000,000.00 liability policy. A certificate showing coverage of Contractor's General and Professional Liability will be provided to Association by May 1, 2018. Before May 1, 2018 Perfect Pools shall provide the Association with proof of insurance for the duration of this contract. **The Association reserves the right to cancel this contract if such proof of insurance is not provided by June 30, 2018.** It is the obligation of the Contractor to notify Association of any changes in insurance coverage.

L. INDEMNIFICATION. Perfect Pools will not be held responsible for the injuries or damages which occur in the pool or in the surrounding area which are caused by the negligence of a pool patron, unauthorized personnel, a homeowner, the Owner of their representatives. The surrounding area is described as:
The area within the pool fence. Perfect Pools will not be held responsible for the control of or the results of activities outside of the surrounding area.

M. TERMINATION BY ASSOCIATION. The Association or Contractor may terminate this agreement at any time, **but only for cause and with a written notice to Perfect Pools, or Association, fifteen (15) days in advance of termination.**

N. ASSIGNMENT. Neither this agreement, nor any rights or obligations of either party hereunder, may be assigned.

O. LAW GOVERNING. This agreement shall be governed by and construed in accordance with the laws of the state of Colorado.

P. ENTIRE AGREEMENT. This agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof, and may be modified only by a written execution by both parties hereto.

EXECUTED AS OF THE DATE FIRST WRITTEN ABOVE

Dancing Willows HOA

Susan D Root

PERFECT POOLS
By: OWNER_____

Dancing Willows Townhomes Homeowner Association

August 28, 2020

Community Resource Services
Sue Blair, District Manager
7995 E. Prentice Ave., Suite 103E
Greenwood Village, CO 80111-2710

RE: Dancing Willows Townhomes

Dear Sue,

The Board of Directors for the Dancing Willows Townhomes recently discussed maintenance of dead trees on the Metro property along Bowles. Although we understand that the district stated there was a verbal agreement to take care of that property, the current HOA Board has no knowledge of this and therefore will not accept responsibility for this maintenance.

We have a resident that has complained about the dead trees and would like you to complete maintenance of the area, to include cutting down a tree that is leaning towards a house and could potentially hit the windows if it falls. Should damage to this unit occur due to lack of maintenance the HOA would hold the district responsible for damage to the home.

We thank you in advance for your attention to this situation. Should you have any questions, feel free to contact our Community Manager, Bill Bradford at 720-377-0100, Ext. 1318 or email bill@cmsincorp.net.

Sincerely
Board of Directors
DANCING WILLOWS TOWNHOMES HOA

1224 Wadsworth Blvd., Lakewood, CO 80214
720-377-0100 (phone) 720-377-0111 (fax) CMS-HOA.com (website)
bill@cmsincorp.net

Hall Ryan Construction
Printed: Sep 4, 2020
2835 W. Oxford Ave, Suite 5, Englewood, CO 80110
Phone: 720-526-3007

Change Order

Owner Info

Lee Jennings
Dancing Willows Metro District
Littleton, CO 80127
Phone: 303-810-2340

Job Info

11923 W Long Circle
Littleton, CO 80127

Change Order ID
HR 403-0001

HR 403 - Dancing Willows Metro District

CO ID	Created / Approved Date	Price
HR 403-0001	Created: Sep 4, 2020 Pending...	$1,975.00

Description
Monument Cap Stones - Saw Cuts Saw cut notched section in each cap stone on both sides of the wall. 5 total monuments. Saw cuts will be performed on the underside of each stone to prevent water from wicking underneath the stone and reaching the stucco walls.

Status	Signature	Date
Approved by: _____		___/___/_____

Approval Comments

Please Note: A signature of Approval OR **Electronic Acceptance** is required before change order is effective. This change order becomes part of the existing contract.

TOTAL AMOUNT OF CHANGE ORDER: $1,975.00

AGREEMENT TO
PROVIDE MAINTENANCE SERVICES

THIS **AGREEMENT TO PROVIDE MAINTENANCE SERVICES** ("Agreement") is made and entered into as of the ____ day of _____, 2020, by and between **DANCING WILLOWS METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado ("District") and **DANCING WILLOWS CONDOMINIUM ASSOCIATION** (the "Association") (collectively, District and Association are the "Parties").

RECITALS

WHEREAS, the Parties desire to enter into this Agreement to establish the terms by which District will provide certain maintenance services to the Association's monuments;

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. DUTIES AND AUTHORITIES

1.1 Scope of Work. District shall maintain the monuments owned by the Association, said services outlined in the Scope of Work reflected in **Exhibit A**. Association shall have no right or authority, express or implied, to take any action, expend any sum, incur an obligation, or otherwise obligate the District in any manner whatsoever.

1.2 Compliance with Applicable Law. District 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.

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

1.4 General Duties and Authority. In connection with its specific duties, District agrees to:

1.5.1 Take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required by Part V hereof.

1.5.2 The Association shall refrain from entering 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 District shall be obligations of District which shall hold the Association harmless therefrom.

1.2 Warranties, Representations, and Standard of Conduct. District warrants and represents that:

1.2.1 The services provided shall be in an acceptable workmanlike and professional manner and in conformity with all applicable federal, state, county, and local municipal or regulatory statutes, ordinances, codes, directives, rules and regulations, and with the applicable standards of the industry;

II. DURATION AND TERMINATION

2.1 Term. The term of this Agreement shall begin on the date set forth above, shall be effective as of such date regardless of the date of execution hereof ("Effective Date"), and shall expire on December 31, 2021.

2.1.1 Subject to Annual Budget and Appropriation. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. To the extent that the Term of this Agreement extends beyond the end of the fiscal year in which the Effective Date occurs, all financial obligations of the District hereunder shall be subject to appropriation and budgeting by the District's Board of Directors of amounts sufficient to meet such obligations. In the event such amounts are not appropriated and budgeted, either party shall have the right to terminate this Agreement as of the end of the fiscal year in which sufficient amounts have been appropriated and budgeted. Neither party will be liable to the other for any compensation or reimbursement resulting from termination of this Agreement in accordance with its terms. The foregoing notwithstanding, the District shall have the right to recover damages in the event the District terminates this Agreement for cause.

2.2 Termination for Convenience. District has the right to terminate this Agreement, in whole or in part, for its convenience, at any time, upon not less than five (5) days written notice to Association. Such notice shall specify the extent of termination and the effective date.

2.3 No Damages for Termination. Neither party will be liable to the other for any compensation or reimbursement resulting from termination of this Agreement in accordance with its terms. The foregoing notwithstanding, the District shall have the right to recover damages in the event the District terminates this Agreement for cause in accordance with Section 4.3.

III. INSURANCE AND INDEMNIFICATION

3.1 Insurance Coverage Requirements. District shall acquire and maintain during the term of this Agreement, including any extensions of the term, insurance in the following minimum amounts:

3.1.1 Worker's Compensation insurance as required by law.

3.1.2 Comprehensive general liability insurance, in the minimum amount of $1,000,000 combined single limit for bodily injury and property damage, each occurrence; $1,000,000 general aggregate; and $1,000,000 products and completed operations aggregate.

3.1.3 Commercial Automobile Liability Insurance, $1,000,000 each accident, any auto.

3.2 Indemnification. Association will indemnify and hold harmless District and its affiliates, and their respective officers, directors, employees, customers and agents (collectively, the "Indemnified Parties") from and against any and all claims, damages, losses, liabilities, expenses and costs (including, without limitation, reasonable attorneys' fees and court costs), and, at District's request, will defend or (settle): (a) any action or suit brought by a third party against an Indemnified Party arising out of or relating to any claim that the Services, including, any action or suit that is based upon or arises out of any negligent act or omission or intentional misconduct of District or its employees or agents and that results in: (i) bodily injury, sickness, disease or death; (ii) damage to or destruction of tangible or intangible property or any loss of use resulting therefrom; or (iii) any violation of any statute, ordinance, or regulation.

3.3 Indemnity Procedure. District will promptly notify Association of any action or suit for which District seeks indemnification and defense pursuant to Section 3.2 and will provide Association, at Association's expense, with information and cooperation, as reasonably required by Association to defend or settle such action or suit. Association may not settle any such action or suit without District's prior written approval, which will not be unreasonably withheld or delayed. District reserves the right to retain counsel, at District's expense, to participate in the defense and settlement of any such action or suit.

3.4 LIMITATION OF LIABILITY. IN NO EVENT WILL DISTRICT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IV. MISCELLANEOUS

4.1 Alternative Dispute Resolution. In the event of any dispute or claim arising under or related to this Agreement, the parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or

claim is not settled through negotiations within 30 days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of the Judicial Arbiter Group (JAG) of Denver, Colorado or, if JAG is no longer in existence, or if the parties agree otherwise, then under the auspices of a recognized established mediation service within the State of Colorado. Such mediation shall be conducted within 60 days following either party's written request therefore. If such dispute or claim is not settled through mediation, then either party may initiate a civil action in the local District Court of Jefferson County.

4.2 Assignment. Except as set forth herein, neither this Agreement, nor any of the Parties' rights, obligations, duties or authority hereunder may be assigned in whole or in part by either party without the prior written consent of the other party which consent shall not be unreasonably withheld.

4.3 Subcontractors. The District is solely and fully responsible to the District for the performance of the Services under this Agreement.

4.4 Governing Law. This Agreement shall be deemed to be a contract entered into in the State of Colorado and shall be governed by and construed in accordance with the laws of the State of Colorado, without reference to principles of conflicts of law thereof.

4.5 Severability. Any provision of this Agreement that conflicts with applicable law or is held to be void or unenforceable shall be ineffective to the extent of such conflict, voidness or unenforceability without invalidating the remaining provisions hereof, which remaining provisions shall be enforceable to the fullest extent permitted under applicable law.

4.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

4.7 Modification. This Agreement may not be modified, amended or changed, except as otherwise provided herein, in whole or in part, only by an agreement in writing duly authorized and executed by both Parties.

4.8 Integration. This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either party or the agent of either party that is not contained in this Agreement or Modification as provided in Section 6.4 shall be valid or binding.

4.9 Persons 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 Parties hereto, any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all of the covenants, terms,

conditions, and provisions in the Agreement by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties hereto.

4.10 Notices. Except as otherwise provided herein, all notices or payments required to be given under this Agreement shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, or air freight, to the following addresses:

District Mailing Address:

Dancing Willows Metropolitan District
C/O Community Resource Services of Colorado, LLC
7995 E. Prentice Ave, Suite 103E
Greenwood Village, CO 80111

Association Mailing Address:

Dancing Willows Condominium Association
C/O Community Management Specialists
1224 Wadsworth Boulevard
Lakewood, CO 80214

All notices or documents delivered or required to be delivered under the provisions of this Agreement shall be deemed received one (1) day after hand delivery or three (3) days after mailing. Either party by written notice so provided may change the address to which future notices shall be sent.

4.11 Recovery of Attorney's fees. In the event of any litigation between the Parties hereto concerning the subject matter hereof, the prevailing party in such litigation shall receive from the losing party, in addition to the amount of any judgment or other award entered therein, all reasonable costs, expenses and attorney's fees incurred by the prevailing party in such litigation.

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

ASSOCIATION:

DANCING WILLOW CONDOMINIUM ASSOCIATION

By: _____

Its: _____

ATTEST:

By:_____

Title:_____

THE DISTRICT:

DANCING WILLOWS METROPOLITAN DISTRICT

By: _____
President

Attest:

_____
Secretary

EXHIBIT A
SCOPE OF WORK

Maintenance of Condominium Monuments located at the intersection of:

1) **West Long Circle & South Ida Avenue**
2) **West Long Circle & South Union Court**

Maintenance Services include, but are not limited to:

Cleaning

Repairs or cracks

Sealing

Availability of water

Planting of flowers in front of monuments will be the responsibility of the Association.

August 3, 2020

The pool blower wore out electrically during the winter or spring start up. I have investigated options. I want to provide the Board with as much information as they need and as much time as they need to make a decision. I wish I could have done this sooner, but the pool companies were very very slow to provide proposals.

I have been consulting with my neighbor, Tom Goretzky, who is a mechanical engineer with a career in pumps. He has confirmed comparability of the various options.

This is the broken blower:

Question 1. When should we make a decision on the blower?
Question 2. When should we proceed with a replacement? The spa must have water in it to do the installation and the current plan is to close the pool at the end of Labor Day.

If you want anymore information on these options, just ask.

New blower options below.

Pool Blower Replacement options

Blower motors are sold to anyone direct from the distributor with minimal discount made to pool companies that might do the installation. Therefore, the cost of installation by a pool company is their bid minus the product cost.

In each case, we can purchase the blower ourselves and install it ourselves and have an electrician certify the wiring. The plumbing portion is easily done since the fittings are the same and it is only moving air. If we need a plumber, possibly because we need a specialty tool, one has volunteered some help.

Currently we have an Ametek DR505AW58M:

1) The exact same Ametek can still be purchased for $1,442.08 plus $41 shipping. It is currently back ordered with about 4 to 5 weeks lead time. I could not find a pool contractor that would quote this item saying they don't deal with that brand. The electrician cost would be about $200. 1. Total cost: $1,660.

2) **Perfect Pools** proposal is to use a blower made by Republic Manufacturing (model HRC-301).This blower is readily available locally for $1,229.11. The installation cost is $1,370 if Perfect Pools does the install. We can accept the bid. Total cost $2,600.

3) We can purchase and install The Republic blower ourselves and have the electrician wire it. Total cost: $1,430.

4) **The Pool Doctor** proposal is to use a blower made by Fuji Electric (model VFC 508P-2T.) The blower is available to be shipped for between $878 and $1,055. One supplier told me that it may not have the longevity of the Ametek or the Republic, but the Fuji distributor disputed this. The installation cost is around $500 if **The Pool Doctor** purchases and does the install. We can accept the bid. Total cost, $1,478.82

5) We can purchase and install The Fuji blower ourselves and have the electrician wire it. Total cost: $1,100.