

BOWLES METROPOLITAN DISTRICT
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111
Phone: 303-779-5710
www.bowlesmetrodistrict.org

NOTICE OF REGULAR MEETING AND AGENDA

DATE: Tuesday, November 9, 2021

TIME: 4:30 p.m.

LOCATION The Village Center
7255 Grant Ranch Blvd.
Littleton, CO 80123

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
Thomas Dougherty	President	May, 2023
Donald W. Korte	Treasurer	May, 2022
Leigh C. Chaffee	Assistant Secretary	May, 2023
Timothy LaPan	Assistant Secretary	May, 2023
Linda Lutz-Ryan	Assistant Secretary	May, 2022

I. ADMINISTRATIVE MATTERS

- A. Call to order and approval of agenda.
- B. Present disclosures of potential conflicts of interest.
- C. Confirm quorum, location of meeting and posting of meeting notice.
- D. Approval of the Minutes from the October 12, 2021 and November 4, 2021 regular Board meetings (enclosure).
- E. Public Comment.

Members of the public may express their views to the Board on matters that affect the District that are otherwise not on the agenda. Comments will be limited to three (3) minutes per person.

- F. Discuss business to be conducted in 2022 and schedule regular Board meetings. Consider adoption Resolution Establishing Regular Meeting Dates, Time and Location and Designating Location for Posting of 24-Hour Notices (enclosure).

- G. Discuss District insurance renewals for 2022.

II. FINANCIAL MATTERS

- A. Conduct Public Hearings on the proposed 2022 Budget and consider adoption of Resolution to Adopt the 2022 Budget and Appropriate Sums of Money and Resolution to Set Mill Levies (enclosures – preliminary assessed valuation, draft budget and resolutions). (enclosure).
- B. Authorize District Accountant to prepare and sign the DLG-70 Certification of Tax Levies form for certification to the Board of County Commissioners and other interested parties.
- C. Consider appointment of District Accountant to prepare 2023 Budget.
- D. Consider approval of the engagement letter with Schilling & Company, Inc. to prepare the 2021 Audit.
- E. Review and consider approval of August 31, 2021 and September 30, 2021 Financial Statements (enclosure).
- F. Review and consider approval of claims in the amount of \$111,682.15 (enclosure).
- G. Other.

III. MANAGER MATTERS

- A. Operational Updates and Action Items –
 - 1. Landscape:
 - a. Work Order Summary.
 - b. Update on Hydro Systems KDI project and irrigation mapping.
 - c. Review and consider approval of Designscares proposal to change out valves at Sunset Park in the amount of \$53,958.50 (enclosure).
 - d. Review and consider approval of Designscares proposal to change out valves at Blue Heron Park in the amount of \$26,616.75 (enclosure).
 - 2. Davey Tree:
 - a. General Update (enclosure).

- b. Review and consider approval of Tract H Aspen Removal Proposal in the amount of \$1,890.00 (enclosure).
 - c. Review and consider approval of Isthmus Park Beautification Project Proposal in the amount of \$1,260.00 (enclosure).
 - d. Review and consider approval of 2022 Annual Plant Health Care Program in the amount of \$27,520.00 and Proposal for Fertilization of Street Trees in the amount of \$14,860 (enclosure).
 - e. Review and consider approval of 2022 Tree Pruning Proposal in the amount of \$65,835.00 (enclosure).
 - f. Review and consider approval of tree pruning at Blue Heron Park in the amount of \$6,600.00 (enclosure).
 - g. Review and consider approval of tree pruning at community entrances in the amount of \$13,610.00 (enclosure).
3. Pond Management
- a. Update on Water Quality Monitoring
 - b. Updated proposal for 2022 Monthly Pond Management of Blue Heron Park in the amount of \$9,026.78 (enclosure)
 - c. Proposal for Cattail Stand Reduction and Shoreline Improvement in the amount of \$10,078.00 (enclosure)
4. Homestead Painting
- a. Update on ongoing work
5. Park Update:
- a. Review and consider approval of CDR Construction LLC updated proposal to replace gazebo deck and structure in an amount of \$45,6000 (enclosure).
 - b. Review and discuss potential Denver Water Alternative Pipeline feed in Isthmus Park (enclosure).
6. Signage Update:
- a. Review and consider updated proposal from MFish Graphics for Park Regulation Signage in the amount of \$1,998.00 (enclosure).
 - b. Isthmus Park informational signage update.

- B. Review and consider approval of the following engagement letters/service agreements with District consultants:
 - 1. CliftonLarsonAllen LLP Master Service Agreement and related statement(s) of work (enclosure).
- C. Other.

IV. LEGAL MATTERS

- A. Consider adoption of Resolution Calling a Regular Election for Directors on May 3, 2022, appointing the DEO and authorizing the DEO to perform all tasks required for the conduct of a mail ballot election (enclosure).
- B. Other.

V. DIRECTOR MATTERS

- A. Update on Joint Easement committee with GWSD.
- B. Confirm quorum for next regular Board meeting – December 14, 2021 at 4:30 p.m.

VI. OTHER BUSINESS

- A. Other.

VII. ADJOURNMENT

The next regular meeting is scheduled for December 14, 2021 at 4:30 p.m.

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF
THE BOARD OF DIRECTORS OF THE
BOWLES METROPOLITAN DISTRICT (THE “DISTRICT”)
HELD
OCTOBER 12, 2021

A regular meeting of the Board of Directors of the Bowles Metropolitan District (referred to hereafter as the “Board”) was convened on Tuesday, October 12, 2021, at 4:30 p.m., at The Village Center, 7255 Grant Ranch Blvd., Littleton, Colorado 80123. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Thomas Dougherty, President
Donald W. Korte, Treasurer
Leigh C. Chaffee, Assistant Secretary
Timothy LaPan, Assistant Secretary
Linda Lutz-Ryan, Assistant Secretary

Also, In Attendance Were:

Anna Jones, Nic Carlson, and Rebecca Gianarkis; CliftonLarsonAllen LLP (“CLA”)
Paul LeFever; Grant Ranch Master HOA Manager
Rob Massengale, Justin Ketner & Johnny Jimenez; Designsapes Colorado Inc.
Derek Fox; Davey Tree
Nicki Simonson; Grant Water and Sanitation District
Jay Fells, CDR Construction, Inc.
Paula Williams; McGeady Becher P.C.

ADMINISTRATIVE MATTERS

Call to Order & Agenda: The meeting was called to order at 4:30 p.m. by Director Leigh Chaffee.

The Board reviewed the Agenda for the meeting. Mr. Carlson requested the addition of discussing an insurance audit and related recommended adjustments under Manager Matters as well as to add an executive session under Legal Matters. Director Chaffee requested the addition of summarizing a meeting with Grant Water and Sanitation District under Director Matters.

Following discussion, upon a motion duly made by Director Chaffee, seconded by Director Korte and, upon vote, unanimously carried, the Board approved the Agenda, as amended.

Potential Conflicts of Interest: There were no additional conflicts of interest disclosed.

RECORD OF PROCEEDINGS

Quorum/Confirmation of Meeting Location/Posting of Notice: Ms. Jones confirmed the presence of a quorum.

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, it was determined to conduct the meeting at the above-stated date, time and location.

It was further noted that notice of the time, date and location was duly posted and that no objections to the location or any requests that the meeting place be changed by taxpaying electors within the District's boundaries have been received.

Minutes from the September 14, 2021 Regular Board Meeting: Following review, upon a motion duly made by Director Chaffee, seconded by Director Korte and, upon a vote, unanimously carried, the Board approved the Minutes from the September 14, 2021 Regular Board Meeting as presented.

Public Comment: Members of the public may express their views to the Board on matters that affect the District that are otherwise not on the agenda. Comments will be limited to three (3) minutes per person.

Mr. LeFever noted some trees in Celebration near South Harland Street need trimming.

FINANCIAL MATTERS

Claims in the amount of \$50,621.20: Following discussion, upon a motion duly made by Director Korte, seconded by Director Chaffee and, upon vote, unanimously carried, the Board approved the Claims totaling \$50,621.20.

Other: None.

MANAGEMENT MATTERS

Summary of Meeting with Grant Water and Sanitation District ("GWSD"): Directors Chaffee and Korte summarized their meeting with members of the Board of Directors of the Grant Water and Sanitation District and Ms. Simonson. Topics discussed included the temporary construction easement in Blue Heron Park and the easement between Grant Ranch ECE-8 School and Sunset Park including the replacement of trees. They also discussed altering the language in the Intergovernmental Agreement to include community education and additional responsibility for GWSD. Directors Chaffee and Korte will continue to meet with Ms. Simonson and GWSD Board members one hour prior to the regular District Board meetings. Ms. Simonson will bring an updated draft of the Intergovernmental Agreement for the Board to consider at the next Board meeting.

RECORD OF PROCEEDINGS

Following discussion, upon a motion duly made by Director Chaffee, seconded by Director Dougherty and, upon vote, unanimously carried, the Board agreed to proceed with the planting schedule in Blue Heron Park and Sunset Park.

Operational Updates and Action Items:

Landscape:

Work Order Summary: Mr. Massengale reviewed the proposals he provided to the Board.

Irrigation Mapping: Mr. Massengale provided an update to the Board.

Hydro Systems KDI Proposal: Mr. Massengale provided an update to the Board, noting that he delivered the final documents to KDI, mapping is moving forward, and an update will be provided at the November Board meeting.

Isthmus Park Maintenance Needs: Director Lutz-Ryan summarized the meeting at Isthmus Park that was held on October 11, 2021. Mr. Fox offered information regarding trees and shrubs in the area. The Board discussed the planting of trees. Mr. Fox recommended Willows and Cottonwood trees if the Board decides to plant trees. Per Mr. Fox's recommendation, the Board deferred any immediate tree planting, but will continue to look into sustaining the area and habitat.

Designscapes Proposal for Sod Installation on West Berry Avenue in the amount of \$2,197.50: Mr. Massengale presented the proposal to the Board. Following discussion, upon a motion duly made by Director Chaffee, seconded by Director Korte and, upon vote, unanimously carried, the Board ratified approval of the Designscapes proposal for sod installation on West Berry Avenue in the amount of \$2,197.50.

Designscapes Proposal for Rock Installation in the amount of \$9,201.00: Mr. Massengale presented the proposal to the Board. Following discussion, upon a motion duly made by Director Chaffee, seconded by Director Dougherty and, upon vote, unanimously carried, the Board approved the Designscapes proposal for rock installation in the amount of \$9,201.00.

Davey Tree:

General Update: Mr. Fox provided a general update to the Board.

2022 Annual Plant Health Care Program in the amount of \$27,520.00

RECORD OF PROCEEDINGS

and Proposal for Fertilization of Street Trees in the amount of \$14,860: Mr. Fox reviewed the proposal with the Board. No action was taken.

2022 Tree Pruning Proposal in the amount of \$65,835.00: Mr. Fox reviewed the proposal with the Board. No action was taken.

Tree Pruning at Blue Heron Park in the amount of \$6,600.00: Mr. Fox reviewed the proposal with the Board. No action was taken.

Tree Pruning at Community Entrances in the amount of \$13,610.00: Mr. Fox reviewed the proposal with the Board. No action was taken.

Pond Management: No update provided.

Homestead Painting Update:

Fence Repair Proposals:

Proposal for Installation of Rail Fence on S. Jay Circle and S. Ingalls St. in the amount of \$10,765.00: Mr. Carlson present the proposal to the Board. Following discussion, upon a motion duly made by Director Dougherty, seconded by Director LaPan and, upon vote, unanimously carried, the Board approved the Homestead Painting proposal for the rail fence installation on S. Jay Circle and S. Ingalls St. in the amount of \$4,390.00.

Proposal to Paint Wrought Iron Fence on West End of Isthmus Park in the amount of \$1,280.00: Mr. Carlson present the proposal to the Board. Following discussion, upon a motion duly made by Director Dougherty, seconded by Director Korte and, upon vote, unanimously carried, the Board approved the Homestead Painting proposal to pain the wrought iron fence on the west end of Isthmus Park in the amount of \$1,280.00.

Park Update:

Barbeque Materials: Mr. Carlson reviewed the provided proposals regarding barbeque materials with the Board. Upon a motion duly made by Director Dougherty, seconded by Director Lutz-Ryan and, upon vote, unanimously carried, the Board approved the proposal to purchase the grills from Rocky Mountain Recreation in the amount of \$947.00.

CDR Construction LLC Proposal to Replace Gazebo Deck and Struction in an amount between \$30,600 - \$41,150: Mr. Fells reviewed

RECORD OF PROCEEDINGS

this proposal with the Board and answer the Board's questions, particularly regarding ADA compliance. Following discussion, the Board requested CDR Construction Inc. refine the proposal with the feedback provided and resubmit for consideration at the next Board meeting.

Proposal to Repair Drainage Issue on Blue Heron Park Path in the amount of \$3,500.00: Following review, upon a motion duly made by Director Korte, seconded by Director Dougherty and, upon vote, unanimously carried, the Board ratified approval of the proposal to repair the drainage issue on Blue Heron Park path in the about of \$3,500.00. Additionally, the Board requested the addition of irrigation damage repair to contracts moving forward.

Cleaning Sunset Park Picnic Tables: Mr. Carlson presented the work performed to clean the Sunset Park picnic tables to the Board. No action was taken.

Signage Update:

Isthmus Park Informational Signs: Director Lutz-Ryan presented the information with the Board. Discussion ensued. Director Chaffee suggested identifying the lakes. Mr. LeFever will work with Director Lutz-Ryan regarding drone footage. The Board will discuss this further at the Budget Workshop.

Proposal from MFish Graphics: Mr. Carlson presented this proposal to the Board. Following discussion, upon a motion duly made by Director Dougherty, seconded by Director Korte and, upon vote, unanimously carried, the Board approved the purchase of signs with the dimensions of three feet by two feet in a portrait orientation.

Other:

Water Monitoring Box Damaged by Tree: Mr. Carlson reported supply chain delays are continuing to prevent the work from being completed. He will work with the supplier and provide another update at the next regular Board meeting.

Review Property Schedule and Premium: Mr. Carlson reviewed the property schedule and associated premium increase on the District's insurance in the amount of \$4,552.00. Following discussion, upon a motion duly made by Director Dougherty, seconded by Director Korte and, upon vote, unanimously carried, the Board approved the premium increase in the amount of \$4,552.00.

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DIRECTOR MATTERS

District Logo: The Board discussed the presented District logos. Following discussion, upon a motion duly made by Director Dougherty, seconded by Director Korte and, upon vote, unanimously carried, the Board requested the swirl graphic with heron and a blue lake be revised and presented at the next regular Board meeting.

Roundabout Maintenance Responsibilities: Mr. Carlson presented an update regarding correspondence with the City of Lakewood. Following discussion, the Board decided not to return to the City of Lakewood at this time. Director LaPan suggested a solution regarding foliage and hardscape. Director LaPan will work with Designsapes to redesign the landscape and consider bringing the boulders more forward.

2022 Budget Hearing on November 9, 2021 at 4:30 p.m.: Following discussion, upon a motion duly made by Director Dougherty, seconded by Director Korte and, upon vote, unanimously carried, the Board motioned to hold the 2022 Budget Hearing on November 9, 2021 at 4:30 p.m. and confirmed a quorum.

Schedule Budget Workshop: The Board confirmed a quorum for November 4, 2021 at 4:30 p.m.

Quorum for Next Board Meeting: The Board confirmed quorum for the next Board Meeting on November 9, 2021 at 4:30 p.m.

OTHER BUSINESS

None.

LEGAL MATTERS

Intergovernmental Agreement by and between Bowles Metropolitan District and Grant Water and Sanitation District for Removal of Plantings and Use of Joint Easement: This item was discussed earlier in the meeting following Management Matters.

Executive session, pursuant to C.R.S. Section 24-6-402(4)(b) for the purposes of receiving legal advice on specific legal questions: Upon a motion duly made by Director Chaffee, seconded by Director Korte and, upon vote, unanimously carried, the Board entered into Executive Session at 5:50 p.m.

Upon a motion duly made by Director Korte, seconded by Director Dougherty and, upon vote, unanimously carried, the Board exited from Executive Session at 6:06 p.m. No action was taken.

Other: None.

ADJOURNMENT

There being no further business to come before the Board at this time, upon a motion duly made by Director Chaffee, seconded by Director Korte and, upon

RECORD OF PROCEEDINGS

vote, unanimously carried, the meeting was adjourned at 6:08 p.m.

Respectfully submitted,

By _____
Secretary for the Meeting

MINUTES OF A REGULAR MEETING OF
THE BOARD OF DIRECTORS OF THE
BOWLES METROPOLITAN DISTRICT (THE "DISTRICT")
HELD
NOVEMBER 4, 2021

A regular meeting of the Board of Directors of the Bowles Metropolitan District (referred to hereafter as the "Board") was convened on Thursday, November 4, 2021, at 4:30 p.m., at The Village Center, 7255 Grant Ranch Blvd., Littleton, Colorado 80123. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Thomas Dougherty, President
Donald W. Korte, Treasurer
Leigh C. Chaffee, Assistant Secretary
Timothy LaPan, Assistant Secretary
Linda Lutz-Ryan, Assistant Secretary

Also, In Attendance Were:

Nic Carlson; CliftonLarsonAllen LLP ("CLA")
John Simmons; Simmons and Wheeler, P.C.

ADMINISTRATIVE
MATTERS

Call to Order & Agenda: The meeting was called to order at 4:30 p.m. by Director Thomas Dougherty.

Following discussion, upon a motion duly made by Director Chaffee, seconded by Director Korte and, upon vote, unanimously carried, the Board approved the Agenda, as amended.

Potential Conflicts of Interest: There were no additional conflicts of interest disclosed.

Quorum/Confirmation of Meeting Location/Posting of Notice: Mr. Carlson confirmed the presence of a quorum.

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, it was determined to conduct the meeting at the above-stated date, time and location.

It was further noted that notice of the time, date and location was duly posted and that no objections to the location or any requests that the meeting place be changed by taxpaying electors within the District's boundaries have been received.

FINANCIAL
MATTERS

Discuss 2022 Budget: The Board discussed the 2022 Budget with Mr. Simmons and made changes where necessary. The 2022 Budget will return for approval at the November 9, 2021 Budget Hearing.

Other: None.

OTHER BUSINESS

None.

ADJOURNMENT

There being no further business to come before the Board at this time, the meeting was adjourned at 5:15 p.m.

Respectfully submitted,

By _____
Secretary for the Meeting

RESOLUTION NO. 2021-11-____**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE BOWLES METROPOLITAN DISTRICT
ESTABLISHING REGULAR MEETING DATES, TIME, AND LOCATION, AND
DESIGNATING LOCATION FOR POSTING OF 24-HOUR NOTICES**

- A. Pursuant to Section 32-1-903(1.5), C.R.S., special districts are required to designate a schedule for regular meetings, indicating the dates, time and location of said meetings.
- B. Pursuant to Section 32-1-903(5), C.R.S., “location” means the physical, telephonic, electronic, or virtual place, or a combination of such means where a meeting can be attended. “Meeting” has the same meaning as set forth in Section 24-6-402(1)(b), C.R.S., and means any kind of gathering, convened to discuss public business, in person, by telephone, electronically, or by other means of communication.
- C. Pursuant to Section 24-6-402(2)(c)(I), C.R.S., special districts are required to designate annually at the board of directors of the district’s first regular meeting of each calendar year, the public place at which notice of the date, time and location of regular and special meetings (“**Notice of Meeting**”) will be physically posted at least 24 hours prior to each meeting (“**Designated Public Place**”). A special district is deemed to have given full and timely notice of a regular or special meeting if it posts its Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.
- D. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., special districts are relieved of the requirement to post the Notice of Meeting at the Designated Public Place, and are deemed to have given full and timely notice of a public meeting if a special district posts the Notice of Meeting online on a public website of the special district (“**District Website**”) at least 24 hours prior to each regular and special meeting.
- E. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., if a special district is unable to post a Notice of Meeting on the District Website at least 24 hours prior to the meeting due to exigent or emergency circumstances, then it must physically post the Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.
- F. Pursuant to Section 32-1-903(1.5), C.R.S., all meetings of the board that are held solely at physical locations must be held at physical locations that are within the boundaries of the district or that are within the boundaries of any county in which the district is located, in whole or in part, or in any county so long as the physical location does not exceed twenty (20) miles from the district boundaries unless such provision is waived.
- G. The provisions of Section 32-1-903(1.5), C.R.S., may be waived if: (1) the proposed change of the physical location of a meeting of the board appears on the agenda of a meeting; and (2) a resolution is adopted by the board stating the reason for which meetings of the board are to be held in a physical location other than under Section 32-1-903(1.5), C.R.S., and further stating the date, time and physical location of such meeting.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Bowles Metropolitan District (the “**District**”), Denver and Jefferson Counties, Colorado:

1. That the provisions of Section 32-1-903(1.5), C.R.S., be waived pursuant to the adoption of this Resolution.
2. That the Board of Directors (the “**District Board**”) has determined that conducting meetings at a physical location pursuant to Section 32-1-903(1.5), C.R.S., would be inconvenient and costly for the directors and consultants of the District in that they live and/or work outside of the twenty (20) mile radius requirement.
3. That regular meetings of the District Board for the year 2022 shall be held on the second Tuesday of each month at The Village Center – 7255 Grant Ranch Blvd., Littleton, Colorado 80123.
4. That special meetings of the District Board shall be held as often as the needs of the District require, upon notice to each director.
5. That, until circumstances change, and a future resolution of the District Board so designates, the physical location and/or method or procedure for attending meetings of the District Board virtually (including the conference number or link) shall appear on the agenda(s) of said meetings.
6. That the residents and taxpaying electors of the District shall be given an opportunity to object to the meeting(s) physical location(s), and any such objections shall be considered by the District Board in setting future meetings.
7. That the District has established the following District Website, www.bowlesmetrodistrict.org, and the Notice of Meeting of the District Board shall be posted on the District Website at least 24 hours prior to meetings pursuant to Section 24-6-402(2)(c)(III), C.R.S. and Section 32-1-903(2), C.R.S.
8. That, if the District is unable to post the Notice of Meeting on the District Website at least 24 hours prior to each meeting due to exigent or emergency circumstances, the Notice of Meeting shall be posted within the boundaries of the District at least 24 hours prior to each meeting, pursuant to Section 24-6-402(2)(c)(I) and (III), C.R.S., at the following Designated Public Place:
 - (a) The Village Center – 7255 Grant Ranch Blvd., Littleton, Colorado 80123
9. Paul LeFever, or his designee, is hereby appointed to post the above-referenced notices.

[SIGNATURE PAGE TO RESOLUTION ESTABLISHING REGULAR MEETING DATES, TIME, AND LOCATION, AND DESIGNATING LOCATION FOR 24-HOUR NOTICES]

RESOLUTION APPROVED AND ADOPTED on November 9, 2021.

BOWLES METROPOLITAN DISTRICT

By: _____
President

Attest:

Secretary

RESOLUTION NO. 2021-11-____

**RESOLUTION TO ADOPT BUDGET AND APPROPRIATE SUMS OF MONEY
RESOLUTION OF THE BOARD OF DIRECTORS OF BOWLES METROPOLITAN
DISTRICT, JEFFERSON COUNTY AND CITY AND COUNTY OF DENVER,
COLORADO, PURSUANT TO SECTION 29-1-108, C.R.S., SUMMARIZING
EXPENDITURES AND REVENUES FOR EACH FUND, ADOPTING A BUDGET AND
APPROPRIATING SUMS OF MONEY FOR THE BUDGET YEAR 2022**

A. The Board of Directors of Bowles Metropolitan District (the “**District**”) has appointed Simmons & Wheeler P.C. to prepare and submit a proposed budget to said governing body at the proper time.

B. Simmons & Wheeler P.C. has submitted a proposed budget to this governing body on or before October 15, 2021 for its consideration.

C. Upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on November 9, 2021, and interested taxpayers were given the opportunity to file or register any objections to said proposed budget.

D. The budget has been prepared to comply with all terms, limitations and exemptions, including, but not limited to, reserve transfers and expenditure exemptions, under Article X, Section 20 of the Colorado Constitution (“**TABOR**”) and other laws or obligations which are applicable to or binding upon the District.

E. Whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law.

F. The Board of Directors has made provision therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget.

G. It is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, thereby establishing a limitation on expenditures for the operations of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF BOWLES METROPOLITAN DISTRICT, JEFFERSON COUNTY AND CITY AND COUNTY OF DENVER, COLORADO:

1. The budget, as submitted, amended, and summarized by fund, is hereby approved and adopted as the budget of the District for the year stated above.

2. The budget is hereby approved and adopted, shall be certified by the Secretary of the District to all appropriate agencies and is made a part of the public records of the District.

3. The sums set forth as the total expenditures of each fund in the budget attached hereto as **Exhibit A** and incorporated herein by reference are hereby appropriated from the revenues of each fund, within each fund, for the purposes stated.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO RESOLUTION TO ADOPT
BUDGET AND APPROPRIATE SUMS OF MONEY]**

RESOLUTION APPROVED AND ADOPTED on November 9, 2021.

BOWLES METROPOLITAN DISTRICT

By: _____
President

Attest:

By: _____
Secretary

EXHIBIT A

Budget

I, _____, hereby certify that I am the duly appointed Secretary of the Bowles Metropolitan District, and that the foregoing is a true and correct copy of the budget for the budget year 2022, duly adopted at a meeting of the Board of Directors of the Bowles Metropolitan District held on November 9, 2021.

Secretary

RESOLUTION NO. 2021-11-____**RESOLUTION TO SET MILL LEVIES****RESOLUTION OF THE BOWLES METROPOLITAN DISTRICT LEVYING
GENERAL PROPERTY TAXES, PURSUANT TO SECTION 39-1-111, C.R.S., FOR THE
YEAR 2021, TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE 2022
BUDGET YEAR**

A. The Board of Directors of the Bowles Metropolitan District (the “**District**”) has adopted an annual budget in accordance with the Local Government Budget Law, on November 9, 2021.

B. The adopted budget is attached as Exhibit A to the Resolution of the Board of Directors of the District to Adopt Budget and Appropriate Sums of Money, and such budget is incorporated herein by this reference.

C. The amount of money necessary to balance the budget for general fund expenses from property tax revenue is identified in the budget.

D. The amount of money necessary to balance the budget for debt service fund expenses from property tax revenue is identified in the budget.

NOW, THEREFORE, PURSUANT TO SECTIONS 39-1-111(5) and 39-5-128(1), C.R.S., BE IT RESOLVED by the Board of Directors of the Bowles Metropolitan District, Jefferson County and City and County of Denver, Colorado, that:

1. For the purpose of meeting all general operating expenses of the District during the 2022 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

2. That for the purpose of meeting all debt retirement expenses of the District during the 2022 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

3. That for the purpose of meeting all contractual obligation expenses of the District during the 2022 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

4. That the Secretary is hereby authorized and directed to immediately certify to the Board of County Commissioners of Jefferson and Denver Counties, Colorado, the mill levies for the District as set forth in the District’s Certification of Mill Levies, attached hereto as **Exhibit 1** and incorporated herein by reference, recalculated as needed upon receipt of the final certification of valuation from the County Assessor in order to comply with any applicable revenue and other budgetary limits.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE OF RESOLUTION TO SET MILL LEVIES]

RESOLUTION APPROVED AND ADOPTED on November 9, 2021.

BOWLES METROPOLITAN DISTRICT

By: _____
President

Attest:

By: _____
Secretary

EXHIBIT 1

Certification of Tax Levies

I, _____, hereby certify that I am the duly appointed Secretary of the Bowles Metropolitan District, and that the foregoing is a true and correct copy of the Certification of Mill Levies for the budget year 2022, duly adopted at a meeting of the Board of Directors of the Bowles Metropolitan District held on November 9, 2021.

Secretary

**Bowles Metropolitan District
Financial Statements**

August 31, 2021

SIMMONS & WHEELER, P.C.

Certified Public Accountants

304 Inverness Way South, Suite 490, Englewood, CO 80112

(303) 689-0833

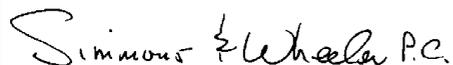
ACCOUNTANT'S COMPILATION REPORT

Board of Directors
Bowles Metropolitan District

Management is responsible for the accompanying financial statements of each major fund of Bowles Metropolitan District, as of and for the period ended August 31, 2021, which are comprised of the Balance Sheet and the related Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Governmental Funds and account groups for the eight months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

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

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



October 27, 2021
Englewood, Colorado

Bowles Metropolitan District
Combined Balance Sheet
August 31, 2021

See Accountant's Compilation Report

	<u>General Fund</u>	<u>Capital Fund</u>	<u>Debt Service Fund</u>	<u>Account Groups</u>	<u>Total All Funds</u>
Assets					
Current assets					
Cash in Checking	\$ 186,732	\$ -	\$ -	\$ -	\$ 186,732
Cash in COLOTRUST	1,884,597	742,191	1,337,378	-	3,964,166
Cash COLOTRUST - Conserv Trust	-	-	-	-	-
Cash in Savings	-	-	-	-	-
Accounts receivable - taxes	78,994	-	(49,990)	-	29,004
Accounts receivable	-	-	-	-	-
Prepaid expenses	-	-	-	-	-
Due from Other Funds	-	-	-	-	-
	<u>2,150,323</u>	<u>742,191</u>	<u>1,287,388</u>	<u>-</u>	<u>4,179,902</u>
Other assets					
Improvements	-	-	-	8,216,227	8,216,227
Amount available in debt service fund	-	-	-	1,287,388	1,287,388
Amount to be provided for retirement of debt	-	-	-	16,582,612	16,582,612
	<u>-</u>	<u>-</u>	<u>-</u>	<u>26,086,227</u>	<u>26,086,227</u>
	<u>\$ 2,150,323</u>	<u>\$ 742,191</u>	<u>\$ 1,287,388</u>	<u>\$ 26,086,227</u>	<u>\$ 30,266,129</u>
Liabilities and Equity					
Current liabilities					
Accounts payable	\$ 110,920	\$ -	\$ -	\$ -	\$ 110,920
Due to Other Funds	-	-	-	-	-
	<u>110,920</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>110,920</u>
GO Bond Payable	-	-	-	17,870,000	17,870,000
Total liabilities	<u>110,920</u>	<u>-</u>	<u>-</u>	<u>17,870,000</u>	<u>17,980,920</u>
Fund Equity					
Investment in improvements	-	-	-	8,216,227	8,216,227
Fund balance	2,039,403	742,191	1,287,388	-	4,068,982
	<u>2,039,403</u>	<u>742,191</u>	<u>1,287,388</u>	<u>8,216,227</u>	<u>12,285,209</u>
	<u>\$ 2,150,323</u>	<u>\$ 742,191</u>	<u>\$ 1,287,388</u>	<u>\$ 26,086,227</u>	<u>\$ 30,266,129</u>

Bowles Metropolitan District
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For Eight months Ended August 31, 2021
General Fund

See Accountant's Compilation Report

	Annual Budget	Actual	Variance Favorable (Unfavorable)	---Prior YTD---
Revenues				
Property taxes-Jeffco	\$ 619,109	\$ 617,766	\$ (1,343)	\$ 615,686
Property taxes-Denver	632,067	630,553	(1,514)	629,926
Specific ownership taxes-Jeffco	94,074	69,928	(24,146)	68,487
Specific ownership taxes-Denver	94,551	50,474	(44,077)	48,442
Conservation Trust fund	20,000	16,171	(3,829)	12,407
HOA Contribution /Water/Landscape	30,000	30,000	-	30,000
Sub HOA Contribution/Irrigation	4,000	572	(3,428)	2,789
Miscellaneous Income	2,000	916	(1,084)	3,029
Interest Income	45,000	1,702	(43,298)	19,005
	<u>1,540,801</u>	<u>1,418,082</u>	<u>(122,719)</u>	<u>1,429,771</u>
Expenditures				
Accounting	11,500	12,378	(878)	8,203
Audit	7,000	6,000	1,000	6,000
Directors Fees	6,000	4,100	1,900	4,800
Election expense	-	-	-	-
Insurance	9,500	6,921	2,579	8,580
Legal	10,000	10,430	(430)	10,075
Management	85,000	93,051	(8,051)	58,334
Office supplies/misc expense	7,000	9,846	(2,846)	12,276
SDA Dues/Conferences	1,500	933	567	-
Payroll Taxes	600	314	286	337
Snow Removal	20,000	8,175	11,825	3,567
General tree maint/replacement	110,000	35,220	74,780	92,353
General landscape maintenance	435,000	173,182	261,818	169,867
Landscape maintenance -other	-	-	-	1,860
Foothills Recreation IGA	10,000	5,273	4,727	2,729
Repairs/maintenance/other	60,000	128,047	(68,047)	71,126
Portable restrooms	10,000	6,391	3,609	6,881
Special events	13,000	-	13,000	-
Treasurer's fees	18,772	15,577	3,195	15,538
Telephone	3,000	1,638	1,362	1,940
Utilities	24,000	13,041	10,959	5,377
Monument Signs	-	12,478	(12,478)	-
Storm Water Monitoring	55,000	-	55,000	-
Storm Drainage Services	-	461	(461)	7,955
Water operations	-	-	-	342
Water pump service (operations)	10,000	9,187	813	24,553
Water annual assessment	55,000	48,380	6,620	47,958
Engineering / water samples	12,000	1,248	10,752	-
Contingency	1,537,499	-	1,537,499	-
Operating transfers out	150,000	-	150,000	-
Emergency reserve (3%)	29,216	-	29,216	-
	<u>2,690,587</u>	<u>602,271</u>	<u>2,088,316</u>	<u>560,651</u>
Excess (deficiency) of revenues over expenditures	(1,149,786)	815,811	1,965,597	
Fund balance - beginning	<u>1,149,786</u>	<u>1,223,592</u>	<u>73,806</u>	
Fund balance - ending	\$ <u>-</u>	\$ <u>2,039,403</u>	\$ <u>2,039,403</u>	

Bowles Metropolitan District
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For Eight months Ended August 31, 2021
Capital Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>	<u>---Prior YTD---</u>
Revenues				
Other Income	\$ -	\$ -	\$ -	\$ -
Transfer from debt service fund	-	-	-	-
Transfer from general fund	-	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Expenditures				
Water Shares	-	-	-	-
Legal	-	-	-	-
District Management	-	-	-	-
Capital Expense-Parks & Trails	75,000	49,178	25,822	36,320
Capital Expense-Landscape improvements	100,000	84,886	15,114	38,861
Capital Expense-Trees	75,000	58,690	16,310	-
Capital Expense-Stormwater	200,000	1,355	198,645	3,420
Capital Expense-Fence	100,000	58,320	41,680	28,435
Isthmus Park Design	-	-	-	-
Sunset Park	-	-	-	-
Park Facilities	220,000	164,949	55,051	-
Blue Heron	-	-	-	-
Lolly Park	-	-	-	31,408
Capital expense-irrigation improvements	100,000	11,529	88,471	-
Contingency	290,322	-	290,322	-
	<u>1,160,322</u>	<u>428,907</u>	<u>731,415</u>	<u>138,444</u>
Excess (deficiency) of revenues over expenditures	(1,160,322)	(428,907)	731,415	
Fund balance - beginning	<u>1,160,322</u>	<u>1,171,098</u>	<u>10,776</u>	
Fund balance (deficit) - ending	\$ <u>-</u>	\$ <u>742,191</u>	\$ <u>742,191</u>	

Bowles Metropolitan District
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For Eight months Ended August 31, 2021
Debt Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>	<u>---Prior YTD---</u>
Revenues				
Property taxes-Jeffco	\$ 747,427	745,806	\$ (1,621)	\$ 811,243
Property taxes-Denver	763,070	761,243	(1,827)	830,006
Transfer from General Fund	150,000	-	(150,000)	-
Interest Income	1,500	567	(933)	416
	<u>1,661,997</u>	<u>1,507,616</u>	<u>(154,381)</u>	<u>1,641,665</u>
Expenditures				
2013 Bonds-Principal	865,000	-	865,000	-
2013 Bonds-Interest	796,913	398,456	398,457	410,831
Legal	10,000	-	10,000	-
Treasurer fees	22,668	18,806	3,862	20,473
Trustee/paying agent fees	3,000	-	3,000	-
	<u>1,697,581</u>	<u>417,262</u>	<u>1,280,319</u>	<u>431,304</u>
Excess (deficiency) of revenues over expenditures	(35,584)	1,090,354	1,125,938	
Fund balance - beginning	<u>189,835</u>	<u>197,034</u>	<u>7,199</u>	
Fund balance (deficit) - ending	<u>\$ 154,251</u>	<u>\$ 1,287,388</u>	<u>\$ 1,133,137</u>	

**Bowles Metropolitan District
Financial Statements**

September 30, 2021

SIMMONS & WHEELER, P.C.

Certified Public Accountants

304 Inverness Way South, Suite 490, Englewood, CO 80112

(303) 689-0833

ACCOUNTANT'S COMPILATION REPORT

Board of Directors
Bowles Metropolitan District

Management is responsible for the accompanying financial statements of each major fund of Bowles Metropolitan District, as of and for the period ended September 30, 2021, which are comprised of the Balance Sheet and the related Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Governmental Funds and account groups for the nine months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

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

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

Simmons & Wheeler P.C.

October 28, 2021
Englewood, Colorado

Bowles Metropolitan District
Combined Balance Sheet
September 30, 2021

See Accountant's Compilation Report

	<u>General Fund</u>	<u>Capital Fund</u>	<u>Debt Service Fund</u>	<u>Account Groups</u>	<u>Total All Funds</u>
Assets					
Current assets					
Cash in Checking	\$ 91,333	\$ -	\$ -	\$ -	\$ 91,333
Cash in COLOTRUST	1,908,597	731,691	1,352,942	-	3,993,230
Cash COLOTRUST - Conserv Trust	-	-	-	-	-
Cash in Savings	-	-	-	-	-
Accounts receivable - taxes	82,047	-	(65,854)	-	16,193
Accounts receivable	-	-	-	-	-
Prepaid expenses	450	-	-	-	450
Due from Other Funds	-	-	-	-	-
	<u>2,082,427</u>	<u>731,691</u>	<u>1,287,088</u>	<u>-</u>	<u>4,101,206</u>
Other assets					
Improvements	-	-	-	8,216,227	8,216,227
Amount available in debt service fund	-	-	-	1,287,088	1,287,088
Amount to be provided for retirement of debt	-	-	-	16,582,912	16,582,912
	<u>-</u>	<u>-</u>	<u>-</u>	<u>26,086,227</u>	<u>26,086,227</u>
	<u>\$ 2,082,427</u>	<u>\$ 731,691</u>	<u>\$ 1,287,088</u>	<u>\$ 26,086,227</u>	<u>\$ 30,187,433</u>
Liabilities and Equity					
Current liabilities					
Accounts payable	\$ 50,863	\$ -	\$ -	\$ -	\$ 50,863
Due to Other Funds	-	-	-	-	-
	<u>50,863</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>50,863</u>
GO Bond Payable	-	-	-	17,870,000	17,870,000
Total liabilities	<u>50,863</u>	<u>-</u>	<u>-</u>	<u>17,870,000</u>	<u>17,920,863</u>
Fund Equity					
Investment in improvements	-	-	-	8,216,227	8,216,227
Fund balance	<u>2,031,564</u>	<u>731,691</u>	<u>1,287,088</u>	<u>-</u>	<u>4,050,343</u>
	<u>2,031,564</u>	<u>731,691</u>	<u>1,287,088</u>	<u>8,216,227</u>	<u>12,266,570</u>
	<u>\$ 2,082,427</u>	<u>\$ 731,691</u>	<u>\$ 1,287,088</u>	<u>\$ 26,086,227</u>	<u>\$ 30,187,433</u>

Bowles Metropolitan District
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For Nine months Ended September 30, 2021
General Fund

See Accountant's Compilation Report

	Annual Budget	Actual	Variance Favorable (Unfavorable)	---Prior YTD---
Revenues				
Property taxes-Jeffco	\$ 619,109	\$ 617,766	\$ (1,343)	\$ 615,686
Property taxes-Denver	632,067	630,577	(1,490)	630,563
Specific ownership taxes-Jeffco	94,074	79,822	(14,252)	78,225
Specific ownership taxes-Denver	94,551	56,773	(37,778)	55,824
Conservation Trust fund	20,000	16,171	(3,829)	12,407
HOA Contribution /Water/Landscape	30,000	30,000	-	30,000
Sub HOA Contribution/Irrigation	4,000	6,103	2,103	3,324
Miscellaneous Income	2,000	916	(1,084)	3,029
Interest income	45,000	1,740	(43,260)	19,753
	<u>1,540,801</u>	<u>1,439,868</u>	<u>(100,933)</u>	<u>1,448,811</u>
Expenditures				
Accounting	11,500	12,378	(878)	9,243
Audit	7,000	6,000	1,000	6,000
Directors Fees	6,000	4,600	1,400	5,600
Election expense	-	-	-	-
Insurance	9,500	6,921	2,579	8,580
Legal	10,000	10,430	(430)	12,456
Management	85,000	93,051	(8,051)	69,555
Office supplies/misc expense	7,000	10,013	(3,013)	12,506
SDA Dues/Conferences	1,500	933	567	-
Payroll Taxes	600	352	248	428
Snow Removal	20,000	8,175	11,825	3,567
General tree maint/replacement	110,000	37,130	72,870	92,353
General landscape maintenance	435,000	194,830	240,170	191,100
Landscape maintenance -other	-	-	-	1,860
Foothills Recreation IGA	10,000	5,273	4,727	3,598
Repairs/maintenance/other	60,000	130,466	(70,466)	86,317
Portable restrooms	10,000	6,583	3,417	7,765
Special events	13,000	-	13,000	-
Treasurer's fees	18,772	15,577	3,195	15,545
Telephone	3,000	1,638	1,362	2,222
Utilities	24,000	15,792	8,208	5,580
Monument Signs	-	12,478	(12,478)	-
Storm Water Monitoring	55,000	-	55,000	-
Storm Drainage Services	-	461	(461)	8,762
Water operations	-	-	-	342
Water pump service (operations)	10,000	9,187	813	24,553
Water annual assessment	55,000	48,380	6,620	36,068
Engineering / water samples	12,000	1,248	10,752	9,165
Contingency	1,537,499	-	1,537,499	-
Operating transfers out	150,000	-	150,000	-
Emergency reserve (3%)	29,216	-	29,216	-
	<u>2,690,587</u>	<u>631,896</u>	<u>2,058,691</u>	<u>613,165</u>
Excess (deficiency) of revenues over expenditures	(1,149,786)	807,972	1,957,758	
Fund balance - beginning	<u>1,149,786</u>	<u>1,223,592</u>	<u>73,806</u>	
Fund balance - ending	\$ <u>-</u>	\$ <u>2,031,564</u>	\$ <u>2,031,564</u>	

Bowles Metropolitan District
Statement of Revenues, Expenditures and Changes In Fund Balance
Budget and Actual
For Nine months Ended September 30, 2021
Capital Fund

See Accountant's Compilation Report

	Annual Budget	Actual	Variance Favorable (Unfavorable)	---Prior YTD---
Revenues				
Other Income	\$ -	\$ -	\$ -	\$ -
Transfer from debt service fund	-	-	-	-
Transfer from general fund	-	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Expenditures				
Water Shares	-	-	-	-
Legal	-	-	-	-
District Management	-	-	-	-
Capital Expense-Parks & Trails	75,000	49,178	25,822	36,320
Capital Expense-Landscape improvements	100,000	95,386	4,614	38,861
Capital Expense-Trees	75,000	58,690	16,310	-
Capital Expense-Stormwater	200,000	1,355	198,645	3,420
Capital Expense-Fence	100,000	58,320	41,680	28,435
Isthmus Park Design	-	-	-	-
Sunset Park	-	-	-	-
Park Facilities	220,000	164,949	55,051	-
Blue Heron	-	-	-	-
Lolly Park	-	-	-	31,408
Capital expense-irrigation improvements	100,000	11,529	88,471	-
Contingency	290,322	-	290,322	-
	<u>1,160,322</u>	<u>439,407</u>	<u>720,915</u>	<u>138,444</u>
	<u>1,160,322</u>	<u>439,407</u>	<u>720,915</u>	<u>138,444</u>
Excess (deficiency) of revenues over expenditures	(1,160,322)	(439,407)	720,915	
Fund balance - beginning	<u>1,160,322</u>	<u>1,171,098</u>	<u>10,776</u>	
Fund balance (deficit) - ending	\$ <u>-</u>	\$ <u>731,691</u>	\$ <u>731,691</u>	

Bowles Metropolitan District
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For Nine months Ended September 30, 2021
Debt Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>	<u>---Prior YTD---</u>
Revenues				
Property taxes-Jeffco	\$ 747,427	745,806	\$ (1,621)	\$ 811,243
Property taxes-Denver	763,070	761,271	(1,799)	830,846
Transfer from General Fund	150,000	-	(150,000)	-
Interest income	1,500	539	(961)	455
	<u>1,661,997</u>	<u>1,507,616</u>	<u>(154,381)</u>	<u>1,642,544</u>
Expenditures				
2013 Bonds-Principal	865,000	-	865,000	-
2013 Bonds-Interest	796,913	398,456	398,457	410,831
Legal	10,000	-	10,000	-
Treasurer fees	22,668	18,806	3,862	20,482
Trustee/paying agent fees	3,000	300	2,700	300
	<u>1,697,581</u>	<u>417,562</u>	<u>1,280,019</u>	<u>431,613</u>
Excess (deficiency) of revenues over expenditures	(35,584)	1,090,054	1,125,638	
Fund balance - beginning	<u>189,835</u>	<u>197,034</u>	<u>7,199</u>	
Fund balance (deficit) - ending	\$ <u>154,251</u>	\$ <u>1,287,088</u>	\$ <u>1,132,837</u>	

Vendor Name	Invoice #	Invoice Date	Due Date	GL Posting Date	Description	Bill Line Item Amount	Bill Line Item Account	Bill Line Item Account	Bill Line Item Department
Ashley Luke	#1	11/1/2021	11/1/2021	10/31/2021	BMD logo	1,350.00	Miscellaneous	6565	1
Designscapes Colorado	110341	9/30/2021	9/30/2021	9/30/2021	08 26 21 Tree planting	12,599.00	General tree maint/rej	6577	1
Designscapes Colorado	110342	9/30/2021	9/30/2021	9/30/2021	09 30 21 Tree removal	5,595.00	General tree maint/rej	6577	1
Designscapes Colorado	110421	9/30/2021	9/30/2021	9/30/2021	09 30 21 Irrigation repairs	9,572.14	Repair and maintenanc	6575	1
Designscapes Colorado	110833	9/20/2021	9/20/2021	9/30/2021	09 20 21 Tree removal	95.00	General tree maint/rej	6577	1
Designscapes Colorado	111056	9/30/2021	9/30/2021	9/30/2021	09 23 21 edging	1,725.00	Repair and maintenanc	6575	1
Designscapes Colorado	111097	10/11/2021	10/11/2021	9/30/2021	09 native mow	10,800.00	Landscape Maint-othe	6573	1
Designscapes Colorado	111215	9/30/2021	9/30/2021	9/30/2021	08 05 21 Irrigation repairs	4,169.43	Irrigation	1620	1
Designscapes Colorado	111229	10/20/2021	10/20/2021	10/31/2021	10 04 21 Sod and Rock	1,447.40	Repair and maintenanc	6575	1
Designscapes Colorado	111449	10/1/2021	10/1/2021	10/31/2021	10 maintenance	21,647.80	Landscape Maintenance	6570	1
Designscapes Colorado	111526	10/20/2021	10/20/2021	10/31/2021	10 04 21 trash	195.00	Repair and maintenanc	6575	1
United Site Services	114-12406	9/17/2021	9/17/2021	9/30/2021	portable restrooms	264.19	Portable restrooms	6605	1
United Site Services	114-12412	9/20/2021	9/20/2021	9/30/2021	portable restrooms	472.98	Portable restrooms	6605	1
United Site Services	114-12452	9/30/2021	9/30/2021	9/30/2021	portable restrooms	192.63	Portable restrooms	6605	1
United Site Services	114-12501	10/15/2021	10/15/2021	10/31/2021	portable restrooms	264.19	Portable restrooms	6605	1
United Site Services	114-12506	10/18/2021	10/18/2021	10/31/2021	portable restrooms	472.98	Portable restrooms	6605	1
CDR Construction LLC	1170	10/1/2021	10/1/2021	9/30/2021	09 30 21 cleaning	120.00	Repair and maintenanc	6575	1
Clifton, Larson, Allen LLP	3029962	9/30/2021	9/30/2021	9/30/2021	09 management	10,583.14	District Management	6300	1
Simmons & Wheeler P.C.	31417	9/30/2021	9/30/2021	9/30/2021	09 accounting	1,341.16	Accounting	6100	1
McGeady Becher P.C.	388WSep2	9/30/2021	9/30/2021	9/30/2021	09 legal	380.00	Legal Fees	6450	1
Colorado Community Media	39546	10/29/2021	10/29/2021	10/31/2021	10 27 21 posting	22.60	Miscellaneous	6565	1
Colorado Community Media	39585	10/29/2021	10/29/2021	10/31/2021	10 28 21 legal posting	22.60	Miscellaneous	6565	1
Homestead Painting LLC	5245	10/14/2021	10/14/2021	10/31/2021	10 replace posts	1,120.00	Cap Expend - fence	8021	2
Homestead Painting LLC	5246	10/14/2021	10/14/2021	10/31/2021	10 replace rails	570.00	Cap Expend - fence	8021	2
CenturyLink	720-283-66	10/1/2021	10/1/2021	9/30/2021	720-283-6976 479B	205.66	Telephone	6500	1
Davey Tree	9.16E+08	7/30/2021	7/30/2021	9/30/2021	09 27 21 tree treatment	3,230.00	General tree maint/rej	6577	1
Davey Tree	9.16E+08	10/14/2021	10/14/2021	10/31/2021	10 13 21 stump grinding	270.00	General tree maint/rej	6577	1
Chavez Services LLC	CW-2021-1	10/4/2021	10/4/2021	9/30/2021	09 concrete repairs	15,800.00	Cap Expend - Landscap	8020	2
Timothy LaPan	Meeting 11	11/9/2021	11/9/2021	11/30/2021	11 09 21 Director fee	100.00	Director's Fees	6250	1
Timothy LaPan	Meeting 11	11/9/2021	11/9/2021	11/30/2021	11 09 21 Director fee	(7.65)	Payroll Taxes payable	2010	1
Thomas Dougherty	Meeting 11	11/9/2021	11/9/2021	11/30/2021	11 09 21 Director fee	(7.65)	Payroll Taxes payable	2010	1
Thomas Dougherty	Meeting 11	11/9/2021	11/9/2021	11/30/2021	11 09 21 Director fee	100.00	Director's Fees	6250	1
Linda Lutz-Ryan	Meeting 11	11/9/2021	11/9/2021	11/30/2021	11 09 21 Director fee	100.00	Director's Fees	6250	1
Linda Lutz-Ryan	Meeting 11	11/9/2021	11/9/2021	11/30/2021	11 09 21 Director fee	(7.65)	Payroll Taxes payable	2010	1
Donald W. Korte	Meeting 11	11/9/2021	11/9/2021	11/30/2021	11 09 21 Director fee	(7.65)	Payroll Taxes payable	2010	1
Donald W. Korte	Meeting 11	11/9/2021	11/9/2021	11/30/2021	11 09 21 Director fee	100.00	Director's Fees	6250	1
Leigh C. Chaffee	Meeting 11	11/9/2021	11/9/2021	11/30/2021	11 09 21 Director fee	(7.65)	Payroll Taxes payable	2010	1
Leigh C. Chaffee	Meeting 11	11/9/2021	11/9/2021	11/30/2021	11 09 21 Director fee	100.00	Director's Fees	6250	1
Colorado Special District Prop	POL-00058	10/14/2021	10/14/2021	10/31/2021	2022 Prop & liab	4,552.00	Prepaid expense	1425	1
Teledyne Isco, Inc.	S02049600	10/12/2021	10/12/2021	10/31/2021	Solar panel	1,762.08	Miscellaneous	6565	1
Foothills Park & Recreation	SALES0000	9/30/2021	9/30/2021	9/30/2021	09 Resident use	378.42	Foothills Recreation IG	6556	1
						111,682.15			



Project: Bowles Metro District
 Re: Sunset Park valve change out

Prepare by: Rob Massengale : 303-912-6975

Date Issued: 9/28/2021

ESTIMATE

Change out valves, excavate 1 ft. under valve box, install fabric, pea gravel, bricks under 4 corners & purple lid

QTY	UNIT	DESCRIPTION	COST	AMOUNT
198	HRS	Irrigation labor	\$73.00	\$14,454.00
4	EA	Spigots for hoses	\$20.50	\$82.00
2	EA	Jumbo boxes	\$170.00	\$340.00
99	EA	Purple irrigation valve box lids	\$45.00	\$4,455.00
99	EA	Unions and male adaptors (3 per valve box)	\$59.00	\$5,841.00
192	EA	Direct bury splice kit	\$4.50	\$864.00
99	EA	Scrubber valves 1 1/2"	\$250.00	\$24,750.00
5.5	TONS	Pea gravel	\$185.00	\$1,017.50
2	SF	Fabric per box (99)	\$1.00	\$99.00
1	LS	Dispose of excavated soil from underneath box	\$463.00	\$463.00
396	EA	Bricks	\$3.00	\$1,188.00
3	DF	Delivery fee	\$135.00	\$405.00
		Irrigation will be billed based on time and materials, if needed		
		Total		\$53,958.50

Bid is valid for 30 calendar days from the date of issue. Cash or check only. No credit card payments.

This proposal is based solely on the usual cost elements such as labor, material and normal mark-ups and does not include any amount for changes in the sequence of work, delay, disruptions, rescheduling, extended overhead, acceleration and/or impact costs, and the right is expressly reserved to make claim for any and all of these and related items of cost prior to any final settlement of this contract

CONTRACTOR	<u>Rob Massengale</u>	Date	<u>9/28/21</u>
OWNER	_____	Date	_____



Project: Bowles Metro District
 Re: Blue Heron Park valve change out

Prepare by: Rob Massengale : 303-912-6975

Date Issued: 9/28/2021

ESTIMATE

Change out valves, excavate 1 ft. under valve box, install fabric, pea gravel, bricks under 4 corners & purple lid

QTY	UNIT	DESCRIPTION	COST	AMOUNT
96	HRS	Irrigation labor	\$73.00	\$7,008.00
4	EA	Spigots for hoses	\$20.50	\$82.00
2	EA	Jumbo boxes	\$170.00	\$340.00
48	EA	Purple irrigation valve box lids	\$45.00	\$2,160.00
48	EA	Unions and male adaptors (3 per valve box)	\$59.00	\$2,832.00
96	EA	Direct bury splice kit	\$4.50	\$432.00
48	EA	Scrubber valves 1 1/2"	\$250.00	\$12,000.00
2.75	TONS	Pea gravel	\$185.00	\$508.75
2	SF	Fabric per box (48)	\$1.00	\$48.00
1	LS	Dispose of excavated soil from underneath box	\$225.00	\$225.00
192	EA	Bricks	\$3.00	\$576.00
3	DF	Delivery fee	\$135.00	\$405.00
		Irrigation will be billed based on time and materials, if needed		
		Total		\$26,616.75

Bid is valid for 30 calendar days from the date of issue. Cash or check only. No credit card payments.

This proposal is based solely on the usual cost elements such as labor, material and normal mark-ups and does not include any amount for changes in the sequence of work, delay, disruptions, rescheduling, extended overhead, acceleration and/or impact costs, and the right is expressly reserved to make claim for any and all of these and related items of cost prior to any final settlement of this contract

CONTRACTOR	<i>Rob Massengale</i>	Date	<i>9/28/21</i>
OWNER		Date	

DESIGN * CONSTRUCTION * MAINTENANCE
 15440 EAST FREMONT DRIVE, CENTENNIAL, CO 80112 * (303) 721-9003 * FAX (303) 755-7040

11/2/21

Bowles Metro District/Davey Tree Update for November and Budget Meeting(s)

General:

Continued:

1. Pruning work North side of Blue Heron Park \$7155 to be started Wednesday, 11/3

Other New/Proposed:

1. Aspen tree removal and grinding proposal (tract H cut out to Celebrations/next to 5393 S Harlan Way) \$1890 removal + \$810 grinding = \$2700
2. Isthmus Park beautification – removal of a few dead trees and Willows across from Gazebo = \$1260

2022 Davey Tree Budget Planning and Recommendations:

Proposed Work:

1. 2022 Plant Health Care (PHC) proposal (not including deep root fertilization) **\$27,520**
 - 1a. Deep root fertilization (This is for Grant Ranch HOA street trees along GRB, Jay Cir, and Dorado. We would need their approval to move forward with this. They also requested pruning of their community entrance trees to maybe replace this cost.) **\$14,860**
2. 2022 General Pruning Proposal (GRB and W Bowles Ave) Some removals and grinding also quoted. **\$65,835**
3. Community entrance trees pruning proposal (requested from Grant ranch HOA board/maybe to replace deep root fertilization). **\$12,440**
4. Requested Pruning Proposal for South and East sides of Blue Heron Park. **\$6,660**
5. *Above* Aspen tree removal and grinding for Tract H cut out to Celebrations. **\$2,700**
6. *Above* Isthmus park beautification/removal proposal. **\$1,260**

Total \$131,275 (includes deep root fertilization if approved)

7. Various allocated moneys for misc projects, storm damages, etc approved throughout the year 2022. In 2021 extra work totaled \$20,695. Recommend maybe **\$20,000 - \$25,000** for extra approved work in 2022.

Recommended Total Budget for 2022 Tree Work (Davey Tree) = \$150,000-\$155,000

We use quality products that are administered by trained personnel. We guarantee to deliver what we have contracted to deliver. If we do not, we will work with you until you are satisfied, or you will not be charged for the disputed item. Our Client Care Guarantee demonstrates our commitment to creating lifelong client relationships.

Tree Care

PRUNING: Performed by trained arborists using industry and Tree Care Industry Association (TCIA) approved methods.

TREE REMOVAL: Removal to within 6" of ground level and cleanup of debris.

STUMP REMOVAL: Mechanical grinding of the visible tree stump to at or just below ground level. Stump area will be backfilled with stump chips and a mound of remaining chips will be left on site unless otherwise stated in the contract. Chip removal, grading and soil backfill are available.

CLEAN-UP: Logs, brush, and leaves, and twigs large enough to rake are removed. Sawdust and other small debris will not be removed.

CABLING/BRACING: Cabling and bracing of trees is intended to reduce damage potential. It does not permanently remedy structural weaknesses, is not a guarantee against failure and requires periodic inspection.

Tree and Shrub Fertilization/SoilCare

Your arborist will assess your property's overall soil conditions either through physical assessment or through soil testing and will recommend a soil management program to help the soil become a better medium to enable healthy plants to thrive or unhealthy plants to regain their vitality. SoilCare programs will include fertilizers, organic humates, fish emulsions and other organic soil conditioners.

Our advanced formula, Arbor Green PRO, works with nature to fertilize without burning delicate roots, building stronger root systems and healthier foliage. It contains no chlorides or nitrates. It is hydraulically injected into the root zone and the nutrients are gradually released over time. Research and experience shows the dramatic benefits Arbor Green PRO provides: greater resistance to insects and diseases, greater tolerance to drought stress, increased vitality, and healthier foliage.

Tree and Shrub Plant Health Care

PRESCRIPTION PEST MANAGEMENT: Customized treatments to manage disease and insect problems specific to plant variety and area conditions. Due to the short term residual of available pesticides, repeat applications may be required.

INSECT MANAGEMENT: Inspection and treatment visits are scheduled at the proper time to achieve management of destructive pests. Pesticides are applied to label specifications.

DISEASE MANAGEMENT: Specific treatments designed to manage particular disease problems. Whether preventative or curative, the material used, the plant variety being treated, and the environmental conditions all dictate what treatment is needed.

EPA approved materials will be applied in accordance with State and Federal regulations.

Lawn Care

FERTILIZER AND MECHANICAL SERVICES: Balanced fertilizer treatments applied throughout the growing season help provide greener turf color and denser root development. To help bring about a better response to these applications, we also provide aeration, lime, overseeding, and lawn renovation.

WEED CONTROL AND PEST MANAGEMENT: Broadleaf weed control is applied either as a broadcast or a spot treatment. Granular weed management may be broadcast. We also offer pre-emergent crabgrass management in the spring and, if needed, a post emergent application later in the year. Our surface insect management is timed to reduce chinch bugs, sod webworms, and billbugs. We also offer a grub management application. Disease management materials and treatments are matched to particular disease problems. This usually requires repeat applications.

Other Terms and Contract Conditions

INSURANCE: Our employees are covered by Worker's Compensation. The company is insured for personal injury and property damage liability. Proof of insurance can be verified by requesting a copy of our Certificate of Insurance.

WORKING WITH LIVING THINGS: As trees and other plant life are living, changing organisms affected by factors beyond our control, no guarantee on tree, plant or general landscape safety, health or condition is expressed or implied and is disclaimed in this contract unless that guarantee is specifically stated in writing by the company. Arborists cannot detect or anticipate every condition or event that could possibly lead to the structural failure of a tree or guarantee that a tree will be healthy or safe under all circumstances. Trees can be managed but not controlled. When elevated risk conditions in trees are observed and identified by our representatives and a contract has been signed to proceed with the remedial work we have recommended, we will make a reasonable effort to proceed with the job promptly. However, we will not assume liability for any accident, damage or injury that may occur on the ground or to any other object or structure prior to us beginning the work. Site inspections do not include internal or structural considerations unless so noted. Unless otherwise specified, tree assessment will not include investigations to determine a tree's structural integrity or stability. We may recommend a Risk Assessment be conducted for an additional charge.

TREE CARE STANDARDS: All work is to be performed in accordance with current American National Standards Institute (ANSI) Standard Practices for Tree Care Operations.

OWNERSHIP OF TREES/PROPERTY: Acceptance constitutes a representation and warranty that the trees and property referenced in this quote are either owned by the signee or that written permission has been received to work on trees which are not on the signee's property.

TIME & MATERIAL (T&M): Jobs performed on a T&M basis will be billed for the time on the job (not including lunch break), travel to and from the job, and materials used.

BILLING & SALES TAX: All amounts deposited with us will either be credited to your account or applied against any amounts currently due. Our invoices are due net 30 days from invoice date. Services may be delayed or cancelled due to outstanding account balances. Sales tax will be added as per local jurisdiction. Clients claiming any tax exempt status must submit a copy of their official exempt status form including their exemption number in order to waive the sales or capital improvement tax.

PAYMENT: We accept checks and credit cards. Credit card payments may be made online at our web site. Paying by check authorizes us to send the information from your check to your bank for payment.

UNDERGROUND PROPERTY: We are not responsible for any underground property unless we have been informed by you or the appropriate underground location agency.

SCHEDULING: Job scheduling is dependent upon weather conditions and work loads.

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PAYMENT: We accept checks and credit cards. Credit card payments may be made online at our web site. Paying by check authorizes us to send the information from your check to your bank for payment.

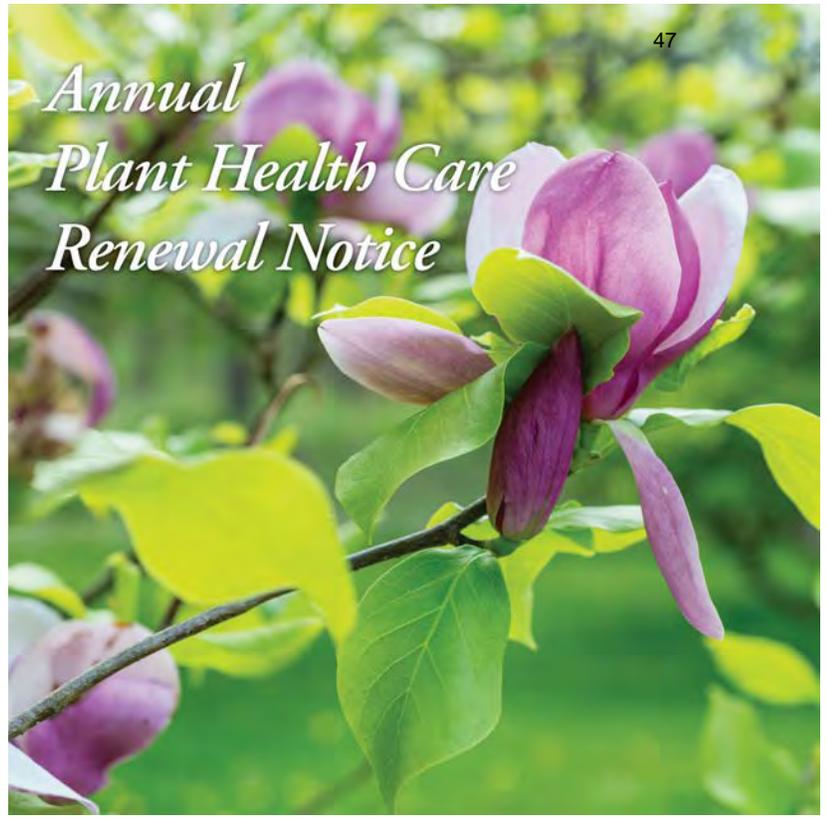
UNDERGROUND PROPERTY: We are not responsible for any underground property unless we have been informed by you or the appropriate underground location agency.

SCHEDULING: Job scheduling is dependent upon weather conditions and work loads.



4450 S. WINDERMERE ST
ENGLEWOOD CO 80110-5540

CLIFTON ALLEN LARSON
ATTENTION PATRICK SHANNON
8390 E CRESCENT PKWY STE 500
GREENWOOD VLG CO 80111-2814



Annual Plant Health Care Renewal Notice

Dear Valued Client,

It has been a real pleasure working with you to help protect and enhance the beauty of your property, and we hope you'll contact us anytime you have a question or concern. We'd like to remind you that now is the perfect time to start thinking about your landscape for the upcoming season.

Enclosed, you'll find a copy of your previous Plant Health Care Renewal Program, customized specifically for your property's needs.

On the enclosed Renewal Notice, you will see that we have listed both prior year's services as well as any proposed additional services your arborist is suggesting, to keep your property at its best. If you'd like to add a proposed service, please check the box next to it. Or, if you wish to discontinue a service that you received last year, simply draw a line through it. Then, sign one copy of this contract and return it in the envelope provided. Keep the other copy for your records. If you'd like to add a service that isn't listed or suggested for your property, please give us a call.

We look forward to working with you again!

Sincerely,

Derek Fox
Sales Arborist

(303) 761-3052



DORMANT PRUNING

Dormant-season pruning makes it easier to identify pruning needs and won't impact future buds and new growth. It helps prepare your trees for severe weather and is important for certain species in order to minimize insect attack.



EMERALD ASH BORER - NOTIFICATION

The Emerald Ash Borer has been discovered in our area and is currently active. In an effort to be proactive, it's important to have an inspection and evaluation by a certified arborist for the best possible management strategy. We have been researching and treating EAB for over 10 years.



TREE AND SHRUB FERTILIZATION

Great tree care starts from the ground up. Applying a slow-release fertilizer, such as Arbor Green PRO®, is one of the most important things you can do to help your trees and shrubs replace nutrients and improve resistance to damage from diseases, insects and stressful weather.

Experience the *Davey* Difference.

Your trees are our *Passion*.
Your satisfaction is our *Promise*.
*Guaranteed.**



* Visit www.davey.com/care for terms and conditions.



2022 Annual Plant Health Care Program

BOWLES METRO DISTRICT
7255 W GRANT RANCH BLVD
LITTLETON, CO 80123-0813

Thank You

We know there are no shortcuts
to solid relationships!

DaveyCareSM

If for any reason we are not meeting your
expectations, we want to make it right.
Please tell us what we can improve on at
www.davey.com/care.

The Davey Tree Expert Company

Quote number:	1372 / 26064802 / NEV
Quote date:	October 05 ⁴⁸ , 2021
Contract number:	
Account number:	3884705
Please reply by:	November 14, 2021

Mail To:

CLIFTON ALLEN LARSON
ATTENTION PATRICK SHANNON
8390 E CRESCENT PKWY STE 500
GREENWOOD VLG, CO 80111-2814

Return Address:
THE DAVEY TREE EXPERT COMPANY
4450 S. WINDERMERE ST
ENGLEWOOD CO 80110-5540

PRIOR YEAR'S SERVICES that should be performed again for 2022

These services will not be performed without your approval. Please sign and return one copy of this contract. If you do not wish to take any of these services, please draw a line through the service(s).

	Service Period	Price	Sales Tax	Total Price
Plant Health Care				
Horticultural Oil Treatment <i>Treat 42 Hawthorn trees with Safari to control mealybugs; Trees are located on the East and North sides of Grant Ranch Blvd. between (Dorado - Jay Cir. (east)) and from (Jay Cir. (west) to Saulsbury St.) Include 5 additional Hawthorns on the South side of BlueHeron Park near Round about. (Jan/Feb) ***HOA Trees***</i>	Jan - Apr	530.00		530.00
Emerald Ash Borer Soil App <i>Soil injection on 231 Ash trees along the Grant Ranch Boulevard, Jay Circle, Dorado Drive and Bowles Ave right-of-ways, to control Emerald Ash Borer as well as most leaf feeding insects for one year. Include 4 additional Ash trees within the Pocket Park. (FEB-MAR) ***HOA Trees***</i>	Feb - Apr	10656.00		10656.00
Emerald Ash Borer Soil App <i>Soil injection on 41 Ash trees within Sunset Park and Blue Heron Park to control emerald ash borer as well as most leaf feeding insects for one year. (FEB-MAR) ***Bowles Trees***</i>	Feb - Apr	2503.00		2503.00
IPS Beetle Treatment <i>Treat 241 Pines and 67 Spruce along Grant Ranch Blvd, Dorado Drive, Jay Circle and Bowles Ave, with Onyx to control Ips Beetle, Mountain Pine Beetle, and Zimmerman Pine Moth for one full growing season. *Includes trees behind monument signs* (March) **PRE-POSTING** ***HOA Trees***</i>	Mar - Apr	6866.00		6866.00
IPS Beetle Treatment <i>Treat 81 Pines and 17 Spruce within Sunset Park and Blue Heron Park with Onyx to control Ips Beetle, Mountain Pine Beetle, and Zimmerman Pine Moth for one full growing season. *Do not treat trees close to ponds* (March) **PRE-POSTING** ***Bowles Trees***</i>	Mar - Apr	1083.00		1083.00
Borer Treatment <i>Treat approximately 231 Ash trees along the Grant Ranch Boulevard, Jay Circle, and Dorado Drive right-of-ways, with Astro to control Ash/LilacBorer. (May) ***HOA Trees***</i>	Apr - May	2592.00		2592.00
Borer Treatment <i>Treat about 59 Ash trees within Sunset Park and Blue Heron Park with Astro to control ash/lilac borer. (May) ***Bowles Trees***</i>	Apr - May	609.00		609.00
Special Treatment <i>Treat 42 Hawthorn trees with Safari to control mealybugs; Trees are located on the East and North sides of Grant Ranch Blvd. between (Dorado - Jay Cir. (east)) and from (Jay Cir. (west) to Saulsbury St.) Include 5 additional Hawthorns on the South side of BlueHeron Park near Round about. (MAY) ***HOA Trees***</i>	May	675.00		675.00
Special Treatment <i>Treat approx 30 Oak trees along W Bowles Ave with "Distance" (East and West of Grant Ranch Blvd) to help control Kermes scale. (Sept) ***HOA Trees***</i>	September	2006.00		2006.00
Total Investment		27520.00	0.00	27520.00

Continued on next page...



2022 Annual Plant Health Care Program
 BOWLES METRO DISTRICT
 7255 W GRANT RANCH BLVD
 LITTLETON, CO 80123-0813

Quote number: 1372 / 26064802 / NEV
Quote date: October 05, 2021
Contract number:
Account number: 3884705
Please reply by: November 14, 2021

Continued from previous page...

ADDITIONAL SERVICES that will benefit your property for 2022 (continued)

	<u>Service Period</u>	<u>Price</u>	<u>Sales Tax</u>	<u>Total Price</u>
Fertilization/SoilCare				
<input type="checkbox"/> Deep Root Fert w/ArborGreenPRO (1yr) <i>Deep root fertilization ALL street trees along Grant Ranch Blvd, Jay Circle, Dorado Drive and Bowles Ave. Approx 1159 trees. (do in late March)</i>	March	14860.00		14860.00
Total Investment		14860.00	0.00	14860.00

The Davey Tree Expert Company
 4450 S. Windermere St
 Englewood, CO 80110-5540

Phone: (303) 761-3052
Fax: (303) 761-3089

Your Arborist:	Derek Fox	Pre-Service Call First Request:	
Authorizing Client's Signature:	_____	<input type="checkbox"/> Do not call first, do the work as scheduled	Please confirm the contact information we have on file: Home Phone: (303) 265-7998 Work Phone: Mobile Phone: Email: AcctPayColo@claconnect.com
		<input type="checkbox"/> Call first, just leave message	
		<input type="checkbox"/> Call first, verbal confirmation required	
		<input type="checkbox"/> Email	
		<input type="checkbox"/> Please contact me regarding:	
Date:	_____	If you would like to automatically charge your credit card or bank account as services are completed, please visit payments.davey.com to use our online payment system.	

Terms and Conditions

Client Care Guarantee

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Tree Care

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CLEAN-UP: Logs, brush, and leaves, and twigs large enough to rake are removed. Sawdust and other small debris will not be removed.

CABLING/BRACING: Cabling and bracing of trees is intended to reduce damage potential. It does not permanently remedy structural weaknesses, is not a guarantee against failure and requires periodic inspection.

Tree and Shrub Fertilization/SoilCare

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Tree and Shrub Plant Health Care

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DISEASE MANAGEMENT: Specific treatments designed to manage particular disease problems. Whether preventative or curative, the material used, the plant variety being treated, and the environmental conditions all dictate what treatment is needed. EPA approved materials will be applied in accordance with State and Federal regulations.

Lawn Care

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SCHEDULING: Job scheduling is dependent upon weather conditions and work loads.



2022 Annual Plant Health Care Program

BOWLES METRO DISTRICT
7255 W GRANT RANCH BLVD
LITTLETON, CO 80123-0813

Thank You

We know there are no shortcuts
to solid relationships!

DaveyCareSM

If for any reason we are not meeting your
expectations, we want to make it right.
Please tell us what we can improve on at
www.davey.com/care.

The Davey Tree Expert Company

Quote number:	1372 / 26064802 / NEV
Quote date:	October 05, 2021
Contract number:	
Account number:	3884705
Please reply by:	November 14, 2021

Mail To:

CLIFTON ALLEN LARSON
ATTENTION PATRICK SHANNON
8390 E CRESCENT PKWY STE 500
GREENWOOD VLG, CO 80111-2814

Return Address:
THE DAVEY TREE EXPERT COMPANY
4450 S. WINDERMERE ST
ENGLEWOOD CO 80110-5540

PRIOR YEAR'S SERVICES that should be performed again for 2022

These services will not be performed without your approval. Please sign and return one copy of this contract. If you do not wish to take any of these services, please draw a line through the service(s).

	<u>Service Period</u>	<u>Price</u>	<u>Sales Tax</u>	<u>Total Price</u>
Plant Health Care				
Horticultural Oil Treatment <i>Treat 42 Hawthorn trees with Safari to control mealybugs; Trees are located on the East and North sides of Grant Ranch Blvd. between (Dorado - Jay Cir. (east)) and from (Jay Cir. (west) to Saulsbury St.) Include 5 additional Hawthorns on the South side of BlueHeron Park near Round about. (Jan/Feb) ***HOA Trees***</i>	Jan - Apr	530.00		530.00
Emerald Ash Borer Soil App <i>Soil injection on 231 Ash trees along the Grant Ranch Boulevard, Jay Circle, Dorado Drive and Bowles Ave right-of-ways, to control Emerald Ash Borer as well as most leaf feeding insects for one year. Include 4 additional Ash trees within the Pocket Park. (FEB-MAR) ***HOA Trees***</i>	Feb - Apr	10656.00		10656.00
Emerald Ash Borer Soil App <i>Soil injection on 41 Ash trees within Sunset Park and Blue Heron Park to control emerald ash borer as well as most leaf feeding insects for one year. (FEB-MAR) ***Bowles Trees***</i>	Feb - Apr	2503.00		2503.00
IPS Beetle Treatment <i>Treat 241 Pines and 67 Spruce along Grant Ranch Blvd, Dorado Drive, Jay Circle and Bowles Ave, with Onyx to control Ips Beetle, Mountain Pine Beetle, and Zimmerman Pine Moth for one full growing season. *Includes trees behind monument signs* (March) **PRE-POSTING** ***HOA Trees***</i>	Mar - Apr	6866.00		6866.00
IPS Beetle Treatment <i>Treat 81 Pines and 17 Spruce within Sunset Park and Blue Heron Park with Onyx to control Ips Beetle, Mountain Pine Beetle, and Zimmerman Pine Moth for one full growing season. *Do not treat trees close to ponds* (March) **PRE-POSTING** ***Bowles Trees***</i>	Mar - Apr	1083.00		1083.00
Borer Treatment <i>Treat approximately 231 Ash trees along the Grant Ranch Boulevard, Jay Circle, and Dorado Drive right-of-ways, with Astro to control Ash/LilacBorer. (May) ***HOA Trees***</i>	Apr - May	2592.00		2592.00
Borer Treatment <i>Treat about 59 Ash trees within Sunset Park and Blue Heron Park with Astro to control ash/lilac borer. (May) ***Bowles Trees***</i>	Apr - May	609.00		609.00
Special Treatment <i>Treat 42 Hawthorn trees with Safari to control mealybugs; Trees are located on the East and North sides of Grant Ranch Blvd. between (Dorado - Jay Cir. (east)) and from (Jay Cir. (west) to Saulsbury St.) Include 5 additional Hawthorns on the South side of BlueHeron Park near Round about. (MAY) ***HOA Trees***</i>	May	675.00		675.00
Special Treatment <i>Treat approx 30 Oak trees along W Bowles Ave with "Distance" (East and West of Grant Ranch Blvd) to help control Kermes scale. (Sept) ***HOA Trees***</i>	September	2006.00		2006.00
	Total Investment	27520.00	0.00	27520.00

Continued on next page...



2022 Annual Plant Health Care Program
 BOWLES METRO DISTRICT
 7255 W GRANT RANCH BLVD
 LITTLETON, CO 80123-0813

Quote number: 1372 / 26064802 / NEV
Quote date: October 05, 2021
Contract number:
Account number: 3884705
Please reply by: November 14, 2021

Continued from previous page...

ADDITIONAL SERVICES that will benefit your property for 2022 (continued)

	<u>Service Period</u>	<u>Price</u>	<u>Sales Tax</u>	<u>Total Price</u>
Fertilization/SoilCare				
<input type="checkbox"/> Deep Root Fert w/ArborGreenPRO (1yr) <i>Deep root fertilization ALL street trees along Grant Ranch Blvd, Jay Circle, Dorado Drive and Bowles Ave. Approx 1159 trees. (do in late March)</i>	March	14860.00		14860.00
Total Investment		14860.00	0.00	14860.00

The Davey Tree Expert Company
 4450 S. Windermere St
 Englewood, CO 80110-5540

Phone: (303) 761-3052
Fax: (303) 761-3089

Your Arborist:	Derek Fox	Pre-Service Call First Request:	
Authorizing Client's Signature:	_____	<input type="checkbox"/> Do not call first, do the work as scheduled	Please confirm the contact information we have on file: Home Phone: (303) 265-7998 Work Phone: Mobile Phone: Email: AcctPayColo@claconnect.com
		<input type="checkbox"/> Call first, just leave message	
		<input type="checkbox"/> Call first, verbal confirmation required	
		<input type="checkbox"/> Email	
		<input type="checkbox"/> Please contact me regarding:	
Date:	_____	If you would like to automatically charge your credit card or bank account as services are completed, please visit payments.davey.com to use our online payment system.	

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SCHEDULING: Job scheduling is dependent upon weather conditions and work loads.



Client	Service Location	10/5/2021
CLIFTON ALLEN LARSON ATTENTION PATRICK SHANNON 8390 E CRESCENT PKWY STE 500 GREENWOOD VLG, CO 80111-2814	BOWLES METRO DISTRICT C/O CLIFTON ALLEN LARSON 7255 W GRANT RANCH BLVD LITTLETON, CO 80123-0813 Work: (303) 265-7998 Email: AcctPayColo@claconnect.com	Proposal #: 20005890-1633442160 Account #: 3884705 Ship To #: 1516637 Home: (303) 265-7998 Fax: (303) 779-0348 Email: AcctPayColo@claconnect.com

Tree Pruning \$53,190.00 \$53,190.00

Location: Grant Ranch Blvd (from Bowles Ave to area near West culdesac) - HOA Trees

Class I fine prune the following listed trees. Includes removal of deadwood 1/2 inch diameter and larger, broken, and stubs. Thin light as needed to help reduce risk of breakage from snow loads or high winds. Raise skirts as needed minimum 8-10 ft over the street and 7-8 ft over sidewalks, smaller branches only as best possible. Just clear from neighboring fences as needed. Some smaller trees need little to no work.

Pine and Spruce trees will have lower obvious deadwood removed up to 10-12 ft (pole saw height)

Trees 50% or more dead will not be trimmed.

North/East side of street: Includes trees on other side of the sidewalk but not in backyards or along Camden section of street to the West

- Approx 82 Ash, 5 Pear, 52 Maple species, 17 Oak, 16 Elms, 14 Hawthorne, 19 Spruce, 1 Buckeye, 1 Honey Locust, 2 Linden, 2 Canada Red Cherry, 10 Crabapples

Crabapple and Hawthorne trees should be pruned during the dormant winter months to help prevent the spread of Fireblight

South/West side of the street:

- Approx 89 Ash, 8 Pear, 93 Maple species, 19 Oak, 13 Elms, 3 Pines

Total = approx 446 trees

Tree Pruning \$11,250.00 \$11,250.00

Location: Grant Ranch Blvd (from Sheridan to retention pond area to West) - HOA Trees

Class I fine prune the following listed trees. Includes removal of deadwood 1/2 inch diameter and larger, broken, and stubs. Thin light as needed to help reduce risk of breakage from snow loads or high winds. Raise skirts as needed minimum 8-10 ft over the street and 7-8 ft over sidewalks, smaller branches only as best possible. Just clear from the back fence as needed. Some smaller trees need little to no work while other Oak and Linden need crowns reduced back to live viable green growth as best possible.

Pine and Spruce trees will have lower obvious deadwood removed up to 10-12 ft (pole saw height)

Trees 50% or more dead will not be trimmed. 2 larger Oak trees are tagged for removal

Sheridan to GRB:

- approx 24 Pine, 8 Oak, 6 Linden, 8 Ginnalla Maple

GRB to retention pond to West:

- approx 56 Pine, 21 Oak, 18 Linden, 29 Ginnalla Maple, 1 Boxelder at West end, and 1 Ash tree in creek area

Total = approx 172 trees

Tree Removal \$765.00 \$765.00



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Cut off to as low a stump as possible - 2 mostly dead Oak trees located along West Bowles Ave. Haul off all wood and debris.

<input type="checkbox"/> Stump Grinding	\$630.00	\$630.00
Stump grind out the above 2 Oak stumps 6-8 inches below grade. Holes are backfilled with the resulting woody debris.		
Total of All Services:	\$65,835.00	\$65,835.00

Yes, please schedule the services marked above.

ACCEPTANCE OF PROPOSAL: The above prices and conditions are hereby accepted. You are authorized to do this work as specified. I am familiar with and agree to the terms and conditions appended to this form. All deletions have been noted. I understand that once accepted, this proposal constitutes a binding contract. This proposal may be withdrawn if not accepted within 30 days.



Derek Fox

Derek Fox

Authorizing Signature

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Tree Pruning \$6,660.00 \$6,660.00

Location: Blue Heron Park (Bowles trees) South and East side of the park and retention pond

Class I fine prune the following listed trees. Includes removal of deadwood 1/2 inch diameter and larger, broken, and stubs. Thin light as needed.

Pine trees will have the lower obvious deadwood removed up to 10-12 ft (pole saw height)

- approx 15 Ash trees and 17 Pine trees
- remove 1 low dead limb from 1 Honey Locust at the NE corner of the pond.

Yes, please schedule the services marked above.

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Derek Fox

Derek Fox

Authorizing Signature

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EPA approved materials will be applied in accordance with State and Federal regulations.

Lawn Care

FERTILIZER AND MECHANICAL SERVICES: Balanced fertilizer treatments applied throughout the growing season help provide greener turf color and denser root development. To help bring about a better response to these applications, we also provide aerification, lime, overseeding, and lawn renovation.

WEED CONTROL AND PEST MANAGEMENT: Broadleaf weed control is applied either as a broadcast or a spot treatment. Granular weed management may be broadcast. We also offer pre-emergent crabgrass management in the spring and, if needed, a postemergent application later in the year. Our surface insect management is timed to reduce chinch bugs, sod webworms, and billbugs. We also offer a grub management application. Disease management materials and treatments are matched to particular disease problems. This usually requires repeat applications.

Other Terms and Contract Conditions

INSURANCE: Our employees are covered by Worker's Compensation. The company is insured for personal injury and property damage liability. Proof of insurance can be verified by requesting a copy of our Certificate of Insurance.

WORKING WITH LIVING THINGS: As trees and other plant life are living, changing organisms affected by factors beyond our control, no guarantee on tree, plant or general landscape safety, health or condition is expressed or implied and is disclaimed in this contract unless that guarantee is specifically stated in writing by the company. Arborists cannot detect or anticipate every condition or event that could possibly lead to the structural failure of a tree or guarantee that a tree will be healthy or safe under all circumstances. Trees can be managed but not controlled. When elevated risk conditions in trees are observed and identified by our representatives and a contract has been signed to proceed with the remedial work we have recommended, we will make a reasonable effort to proceed with the job promptly. However, we will not assume liability for any accident, damage or injury that may occur on the ground or to any other object or structure prior to us beginning the work. Site inspections do not include internal or structural considerations unless so noted. Unless otherwise specified, tree assessment will not include investigations to determine a tree's structural integrity or stability. We may recommend a Risk Assessment be conducted for an additional charge.

TREE CARE STANDARDS: All work is to be performed in accordance with current American National Standards Institute (ANSI) Standard Practices for Tree Care Operations.

OWNERSHIP OF TREES/PROPERTY: Acceptance constitutes a representation and warranty that the trees and property referenced in this quote are either owned by the signee or that written permission has been received to work on trees which are not on the signee's property.

TIME & MATERIAL (T&M): Jobs performed on a T&M basis will be billed for the time on the job (not including lunch break), travel to and from the job, and materials used.

BILLING & SALES TAX: All amounts deposited with us will either be credited to your account or applied against any amounts currently due. Our invoices are due net 30 days from invoice date. Services may be delayed or cancelled due to outstanding account balances. Sales tax will be added as per local jurisdiction.

Clients claiming any tax exempt status must submit a copy of their official exempt status form including their exemption number in order to waive the sales or capital improvement tax.

PAYMENT: We accept checks and credit cards. Credit card payments may be made online at our web site. Paying by check authorizes us to send the information from your check to your bank for payment.

UNDERGROUND PROPERTY: We are not responsible for any underground property unless we have been informed by you or the appropriate underground location agency.

SCHEDULING: Job scheduling is dependent upon weather conditions and work loads.



Client	Service Location	10/5/2021
CLIFTON ALLEN LARSON ATTENTION PATRICK SHANNON 8390 E CRESCENT PKWY STE 500 GREENWOOD VLG, CO 80111-2814	BOWLES METRO DISTRICT C/O CLIFTON ALLEN LARSON 7255 W GRANT RANCH BLVD LITTLETON, CO 80123-0813 Work: (303) 265-7998 Email: AcctPayColo@claconnect.com	Proposal #: 20005890-1633446664 Account #: 3884705 Ship To #: 1516637 Home: (303) 265-7998 Fax: (303) 779-0348 Email: AcctPayColo@claconnect.com

Tree Pruning \$12,440.00 \$12,440.00

Location: Community entrance trees (either side of street at entrance to various communities) HOA trees

Class I fine prune the following listed trees. Includes removal of deadwood 1/2 inch diameter and larger, broken, and stubs. Thin as needed to help reduce risk of breakage from snow loads or high winds. Raise skirts over the sidewalk to approx 8ft and approx 10 ft over streets as needed. Includes trees in Median is specified locations but mostly it is the 2-3 trees on either side of the entrance to each community.

Pine and or Spruce trees will have major obvious deadwood removed from the lower 10-12 ft (pole saw height).

- Belmont Shores - 5 Lindens
- Bellvedere West - 5 Maples (1 small here is tagged for removal)
- Bellvedere East - 6 Ash
- Regatta West - 5 Autumn Blaze Maples (1 Maple here is tagged for removal)
- Regatta East - 6 Ash
- Images North - 2 Linden/4 Pear
- Images South - 6 Linden
- San Marino West - 5 Lindens
- San Marino East - 4 Maples/1 Oak (1 Maple here is tagged for removal)
- Small cut out park area across from San Marino East - 6 Pine
- Crossings South - 5 Linden/1 Pear ***1 small Linden here not doing well***
- Crossings North - 5 Pear ***1 small Pear here not doing well***
- Small cut out park area across from Crossings South - 7 Pine/1 Hawthorne (2 Hawthornes here tagged for removal)
- West S. Jay Cir entrance island - 4 Linden
- Orchards West - 6 Ash
- Orchards East - 2 Maple/1 Oak/1 Linden
- ROW trees South side of W. Progress in Orchard community (along wooded fence only) - 5 Ash/4 Kentucky Coffee tree
- Celebration North - 6 Oak ***3-4 of these trees not doing well***
- Celebration South - 6 Maple
- Heron Estates - 6 Maples in Median
- Park Place - 6 Maple
- Reflections South - 6 Ash
- Reflections North - 6 Ash
- East S. Jay Cir entrance island - 3 Plum
- Hillsboro - 6 Ash/3 Linden
- GRB/W Bowles Ave Island - 9 Pear
- East entrance W Dorado island - 2 Linden
- Tapestry North - 4 Linden/2 Ash/2 Pear
- Tapestry South - 5 Hawthorne/6 Linden ***Tip back Hawthornes from the street as best possible***
- Vista Pointe - 6 Linden
- Promenade - 5 Ash/1Maple
- South side of GRB between Images and Crossings small cut out park area - 6 Pine
- West entrance W Dorado island - 3 Linden

approx 196 trees total

Tree Removal \$630.00 \$630.00



The Davey Tree Expert Company
 4450 S. Windermere St
 Englewood, CO 80110-5540
 Phone: (303) 761-3052 x5430 Fax: (303) 761-3089
 Email: Derek.Fox@davey.com



Client	Service Location	10/5/2021
CLIFTON ALLEN LARSON ATTENTION PATRICK SHANNON 8390 E CRESCENT PKWY STE 500 GREENWOOD VLG, CO 80111-2814	BOWLES METRO DISTRICT C/O CLIFTON ALLEN LARSON 7255 W GRANT RANCH BLVD LITTLETON, CO 80123-0813 Work: (303) 265-7998 Email: AcctPayColo@claconnect.com	Proposal #: 20005890-1633446664 Account #: 3884705 Ship To #: 1516637 Home: (303) 265-7998 Fax: (303) 779-0348 Email: AcctPayColo@claconnect.com

Cut off to as low a stump as possible the following listed community entrance trees. Haul off all wood and debris.

- Bellvedere West 1 small Maple
- Regatta South 1 Autumn Blaze Maple
- San Marino East 1 small Maple
- 2 Hawthornes in cut out across from Crossings South entrance (inside community)

Stump Grinding \$540.00 \$540.00

Stump grind out the below listed stumps 6-8 inches below grade or as deep as possible for re-planting. Holes are backfilled with the resulting woody debris.

- Bellvedere West 1 small Maple
- Regatta South 1 Autumn Blaze Maple
- San Marino East 1 small Maple
- 2 Hawthornes in cut out across from Crossings South entrance (inside community)

Total of All Services: \$13,610.00 \$13,610.00

Yes, please schedule the services marked above.

ACCEPTANCE OF PROPOSAL:The above prices and conditions are hereby accepted. You are authorized to do this work as specified. I am familiar with and agree to the terms and conditions appended to this form. All deletions have been noted. I understand that once accepted, this proposal constitutes a binding contract. This proposal may be withdrawn if not accepted within 30 days.



Derek Fox

Derek Fox

Authorizing Signature

Date

We use quality products that are administered by trained personnel. We guarantee to deliver what we have contracted to deliver. If we do not, we will work with you until you are satisfied, or you will not be charged for the disputed item. Our Client Care Guarantee demonstrates our commitment to creating lifelong client relationships.

Tree Care

PRUNING: Performed by trained arborists using industry and Tree Care Industry Association (TCIA) approved methods.

TREE REMOVAL: Removal to within 6" of ground level and cleanup of debris.

STUMP REMOVAL: Mechanical grinding of the visible tree stump to at or just below ground level. Stump area will be backfilled with stump chips and a mound of remaining chips will be left on site unless otherwise stated in the contract. Chip removal, grading and soil backfill are available.

CLEAN-UP: Logs, brush, and leaves, and twigs large enough to rake are removed. Sawdust and other small debris will not be removed.

CABLING/BRACING: Cabling and bracing of trees is intended to reduce damage potential. It does not permanently remedy structural weaknesses, is not a guarantee against failure and requires periodic inspection.

Tree and Shrub Fertilization/SoilCare

Your arborist will assess your property's overall soil conditions either through physical assessment or through soil testing and will recommend a soil management program to help the soil become a better medium to enable healthy plants to thrive or unhealthy plants to regain their vitality. SoilCare programs will include fertilizers, organic humates, fish emulsions and other organic soil conditioners.

Our advanced formula, Arbor Green PRO, works with nature to fertilize without burning delicate roots, building stronger root systems and healthier foliage. It contains no chlorides or nitrates. It is hydraulically injected into the root zone and the nutrients are gradually released over time. Research and experience shows the dramatic benefits Arbor Green PRO provides: greater resistance to insects and diseases, greater tolerance to drought stress, increased vitality, and healthier foliage.

Tree and Shrub Plant Health Care

PRESCRIPTION PEST MANAGEMENT: Customized treatments to manage disease and insect problems specific to plant variety and area conditions. Due to the short term residual of available pesticides, repeat applications may be required.

INSECT MANAGEMENT: Inspection and treatment visits are scheduled at the proper time to achieve management of destructive pests. Pesticides are applied to label specifications.

DISEASE MANAGEMENT: Specific treatments designed to manage particular disease problems. Whether preventative or curative, the material used, the plant variety being treated, and the environmental conditions all dictate what treatment is needed.

EPA approved materials will be applied in accordance with State and Federal regulations.

Lawn Care

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SCHEDULING: Job scheduling is dependent upon weather conditions and work loads.

Project Cost Proposal



EcoResource Solutions, Inc.

5765 Olde Wadsworth Blvd., Ste. 10
Arvada, CO 80002

Date	11/4/2021
Proposal No.	7130
Terms	Net 30

EcoResource Solutions, Inc.

Phone # (720) 974-4075
office@EcoResourceSolutions.com
EcoResourceSolutions.com

Name / Address
Bowles Metropolitan District Attn: Nicholas Carlson 8390 E. Crescent Parkway, Ste. 300 Greenwood Village, CO 80111-2814

Description	Qty	Rate	Total
2022 Monthly Pond Maintenance Schedule and Cost, Blue Heron Pond (March through November)			
Summary: ERS technicians will visit the pond on a monthly basis from March through November (bi-weekly during summer months of June through August). Services will include resource inspections, in-pond and shoreline trash and debris removal (within reason), algae and aquatic weed treatments (only if necessary), mosquito larvicide application (May through October), and beneficial bacteria inoculation (to aid in algae control). The phosphorus binder, Phoslock will be applied in spring (also to aid in control of algae and weeds). Water quality will be monitored on a seasonal basis. Depending on pond depth, a Rapid Sonar Assessment (RSA) will be conducted to examine depth profiles, water volume, etc..This information will be used to formulate future management strategies.			
Labor			
Resource Management Technician (per hour) - monthly services (MAR-MAY; SEP-NOV)	18	65.00	1,170.00
Resource Management Technician (per hour) - bi-weekly services (JUN-AUG)	12	65.00	780.00
Resource Management Technician (per hour) - mosquito larvicide application	6	65.00	390.00
Resource Management Technician (per hour) - algae and weed treatments (if necessary)	12	65.00	780.00
Resource Management Technician (per hour) - annual Phoslock application	6	65.00	390.00
Subtotal			3,510.00
Rapid Sonar Assessment (if possible; dependent on depth)			
Certified Bathymetric / GIS Specialist (per hour)	4	95.00	380.00
Bathymetric and GIS Data Analysis (per hour)	6	125.00	750.00
Subtotal			1,130.00
Laboratory Fees (seasonal water quality monitoring; MAR, JUL and OCT)			
Quote Void After 60 Days			
Subtotal			
Sales Tax (0.0%)			
Total			

Project Cost Proposal



EcoResource Solutions, Inc.

EcoResource Solutions, Inc.

5765 Olde Wadsworth Blvd., Ste. 10
Arvada, CO 80002

Phone # (720) 974-4075
office@EcoResourceSolutions.com
EcoResourceSolutions.com

Date	11/4/2021
Proposal No.	7130
Terms	Net 30

Name / Address
Bowles Metropolitan District Attn: Nicholas Carlson 8390 E. Crescent Parkway, Ste. 300 Greenwood Village, CO 80111-2814

Description	Qty	Rate	Total
Standard inorganic water quality analysis (per sample)	3	98.00	294.00
Chlorophyll-a analysis (per sample)	3	58.00	174.00
Subtotal			468.00
Materials			
ERS Benthosweep beneficial pond & lake bacteria (per lb) - 6 lbs/month, MAR-NOV	54	20.15	1,088.10T
SeClear algaecide (2.5 gal) - only if needed	8	143.00	1,144.00T
Tribune herbicide (2.5 gal) - only if necessary	4	175.92	703.68T
Cidekick aquatic surfactant (per qt)	1	38.00	38.00T
PhosLock phosphorus neutralizer (55 lbs)	3	315.00	945.00T
Subtotal			3,918.78

Quote Void After 60 Days

I, as an authorized representative of the client or as the property owner, hereby agree to the project tasks and/or products, and costs stated herein, and authorize EcoResource Solutions, Inc. to provide such services and/or goods.

Signed _____ Dated _____

Please return signed copy via email to office@EcoResourceSolutions.com. Thank you.

Subtotal	\$9,026.78
Sales Tax (0.0%)	\$0.00
Total	\$9,026.78

Project Cost Proposal



EcoResource Solutions, Inc.

Phone # (720) 974-4075
office@EcoResourceSolutions.com
EcoResourceSolutions.com

EcoResource Solutions, Inc.

5765 Olde Wadsworth Blvd., Ste. 10
Arvada, CO 80002

Date	11/4/2021
Proposal No.	7131
Terms	Net 30

Name / Address
Bowles Metropolitan District Attn: Nicholas Carlson 8390 E. Crescent Parkway, Ste. 300 Greenwood Village, CO 80111-2814

Description	Qty	Rate	Total
OPTIONAL (Blue Heron Pond) 2022 Cattail Stand Reduction - Shoreline Improvement			
Summary: ERS technicians will treat dense cattail stands along the shoreline to improve habitat, overall aesthetics, water access, etc. We will not eradicate all plants; only enough to improve habitat and aesthetics. Typically, 75-90% of shoreline cattails are eradicated, leaving a few remaining stands for wildlife habitat. Cattails are usually sprayed in summer when plants mature. Stalks are left to dry for several weeks, and are then cut and removed later in summer or fall.			
Labor and Expenses			
Resource Management Technician (per hour) - herbicide application	8	65.00	520.00
Resource Management Technician (per hour) - cattail cutting and removal	80	65.00	5,200.00
Misc. reimbursement - landfill fees	8	145.00	1,160.00
Subtotal			6,880.00
Materials			
Habitat herbicide (2.5 gal)	6	495.00	2,970.00T
Cidekick aquatic surfactant (per qt)	6	38.00	228.00T
Subtotal			3,198.00

Quote Void After 60 Days

I, as an authorized representative of the client or as the property owner, hereby agree to the project tasks and/or products, and costs stated herein, and authorize EcoResource Solutions, Inc. to provide such services and/or goods.

Signed _____ Dated _____

Please return signed copy via email to office@EcoResourceSolutions.com. Thank you.

Subtotal \$10,078.00

Sales Tax (0.0%) \$0.00

Total **\$10,078.00**

Bowles Gazebo Proposal

Hello Everyone,

Here is the updated proposal for the Bowles Metropolitan District gazebo project.

PLEASE note that material prices are changing rapidly. If the pricing that I have based this proposal on change significantly before this project, it will be necessary to address the pricing difference at that time. That includes an INCREASE or DECREASE. It does go both ways!

Removal and disposal of existing decking and handrails - \$4,100 Labor and disposal

Install new composite decking on ramps, landing and gazebo - Labor, composite decking, surface decking screws and all other materials included.

High End Grade Decking- \$20,500 - \$24,000 This is for the Timbertech Azek Decking. The current material and labor pricing is in the middle of this range, I tried to account for some pricing fluctuations up or down for materials. This pricing is for color match surface screw installation. Timbertech Azek offers two other options; they have a deck color and grain matching plug that goes in each screw hole to provide a "no visible" screw appearance. They also offer a hidden screw system that uses side clips and screws sub surface so there are no screws on the top of the decking, except for the perimeter boards on the outer edges. Both of these options would be more labor intensive and involve additional material costs. Either of these options would add an additional \$850 - \$1,150 in materials and \$700 - \$850 in labor for a total of \$1,550 - \$2,000 added to the Grand Total decking cost. The hidden clip system is on the higher end of these numbers.

Install composite 4" x 4" composite post sleeves over existing wood 4" x 4" x 54" tall posts plus composite post caps. 28 posts total

\$4,100 - \$4,500 Depending on material grade and post cap style.

This cost increased slightly from the original numbers. After reviewing the post pictures, I realized that the existing wood posts are all tapered at the bottom. We will need to cut, trim and seal every post sleeve at the bottom to match the existing posts and to make it aesthetically pleasing.

Install new composite or aluminum handrailing on all ramps, landing and gazebo - Labor, handrails, balusters and all other materials included.

\$10,250 - \$13,000 Depending on material type and grade (i.e. composite, steel, aluminum, etc.,) Stainless steel is extremely expensive and is **NOT** included in this proposal price range. Custom designs or shapes are NOT included in this proposal.

We researched the higher end handrail materials; it looks like the all-aluminum handrail might be the best option for durability and longevity of appearance. There are several composite

handrail options that are very good quality as well. These have a composite upper and lower rail with composite or steel balusters. I would recommend the steel balusters for strength and durability of commercial use if you choose the composite handrails.

Contingency - \$5,000 The purpose of this contingency is to address the possible inflation costs that may arise before this project is completed. This \$5,000 or a portion of, will not be billed if costs and inflation remain the same as the time of this proposal. I have included this now to hopefully prevent a change order in the future. Should there be a drastic inflationary event in this timeframe we may need to discuss a fair proposal increase/change order at that time.

Grand totals - \$38,950 - \$45,600 Plus the \$5,000 contingency - (The two custom fastener options described above are not reflected in these totals) I did not put an NTE amount in due to the possible material pricing changes and material shortage issues.

Just an FYI, we ordered decking and handrails for my son's deck in mid August, the handrails were scheduled to arrive on Jan. 3rd, 2022. They did come in early, arriving Oct. 28th. The decking took about 6 weeks to arrive. It is Timbertech decking and Trex handrail kits.

Benches - There are currently two seating areas/benches constructed of wood in the gazebo area. I have NOT included materials or construction of new seating areas/benches in this proposal. It will likely be most cost effective and have greater longevity to purchase commercial benches and secure them to the decking. If the District would prefer custom benches/seating areas I will be happy to add them to this proposal if they can let me know what they would like.

This bid includes all materials and labor to complete the detailed items above. It also includes ordering, acquiring and delivery of all materials decided upon. This bid does NOT include painting, staining or coverage of any other wood areas not described in this proposal. There are four 6" x 6" wood support posts in each of the four corners of the gazebo and 6" x 12" wood support beams around the underside of the entire perimeter of the ramp and gazebo. This proposal does not cover any finishing or painting of these areas.

All structural supports appear to be in very good condition, no additional structural repairs are anticipated or included in this proposal.

Please let me know if you have any questions or if you need any additional information,

Thank you, you are greatly appreciated,

Jay Fells 303-808-1775
CDR Construction, LLC

P.S. I will be happy to send pictures or links for decisions on colors, handrail designs/types, etc. Please let me know if you would like me to do this and where to send them.

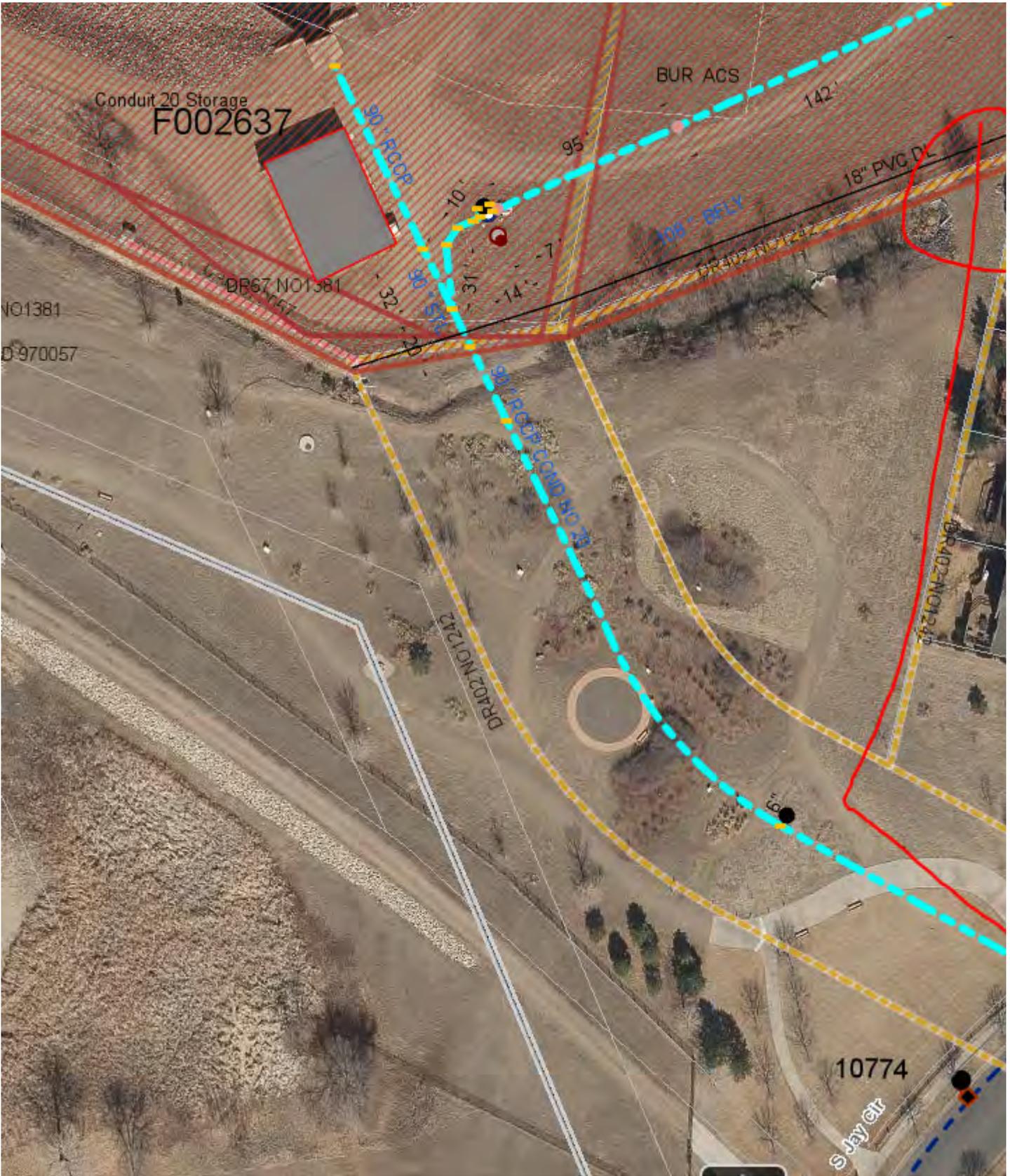
Think Security – This email originated from an external source. Be cautious with any links or attachments.

Hello Anna,

I am an engineer with Denver Water and I am in the early design/research phase of a project to install an alternate pipeline feed to Bow Mar. The Bow Mar neighborhood is currently fed by a 24" conduit that is operated by a pump to provide the necessary pressure to the area. A valve on that 24" pipeline requires replacement and the shutout of distribution and transmission piping that is required to facilitate this repair interrupts service to Bow Mar. This is an unfortunate design flaw of this part of the system.

One idea we are exploring to keep Bow Mar in service during this outage is to construct a main to provide an alternate water source to Bow Mar. Attached is one of the alternate routes I am exploring which would tie in-into an existing 12" main southeast of Marston Reservoir near South Jay Cir & South Ingalls St and connect back to the pressure zone that feeds Bow Mar on the north side. The pipeline would traverse some land managed by the Bowles Metro District. Denver Water has an easement in this area that would be suitable to stay within, but it would be ideal to circumvent the nice landscaping by installing pipe over the storm structure circled in the map image below.

Would you be willing to share record drawings of the drainage infrastructure in this area? It will help design in the future if we do decide to pursue this option for the project. Thanks for your time!



Garrick Thompson, P.E. | Engineering – Civil Infrastructure | Engineer
Denver Water | t: 303-628-6679 | c: 406-560-4478
denverwater.org | denverwater.org/TAP

Proposed 12-inch main

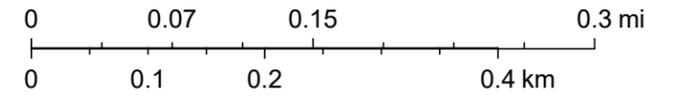


Proposed 12-inch main

7/8/2021, 6:46:46 PM

- Casing
- Process Line
- Main Rehab**
- - - 3" & Smaller
- 4"
- 6"
- 8"
- 10"
- - - 12"
- - - 14"
- - - 15"

1:8,000



Denver Water

MFish Graphics

303-880-4448

fishgraphicsco@gmail.com



Estimate

ADDRESS

Nic Carlson
Bowles Metropolitan
District
8390 E. Crescent
Parkway
Suite 300
Greenwood Village,
Colorado
80111

SHIP TO

Nic Carlson
Bowles Metropolitan
District
8390 E. Crescent
Parkway
Suite 300
Greenwood Village,
Colorado
80111

ESTIMATE # 1239**DATE** 10/07/2021

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
10/05/2021	Sales item	2-8' 4x4 Trex composite deck post sleeve with angles iron finished to match post. Decorative cap to match other sign posts.	4	180.00	720.00T
10/05/2021	Service	on site installation with cement for two post panel designs once landscape sprinklers have been marked.	2	495.00	990.00T
10/05/2021	Sales item	2' x3' Two sided, full color print with laminate on .080 aluminum material,4" hardware pieces and paint to match PMS 188 4 brackets per sign	8	15.00	120.00T
10/05/2021	Sales item	2' x3' Two sided, full color print with laminate on .080 aluminum material,	2	84.00	168.00T

Please review the complete estimate for the 2' x 3' double sided aluminum panel sign with the trex posts.

SUBTOTAL	1,998.00
TAX	0.00
TOTAL	\$1,998.00

I have added a new proof with details on the bracket we would use since it's 2 sided and the sign profile is smaller.

Once the estimate and proof are approved I will send the invoice and begin the production process.

Please call or email me with comments or questions you may have.

Thank you!
Margie Fish

Accepted By

Accepted Date

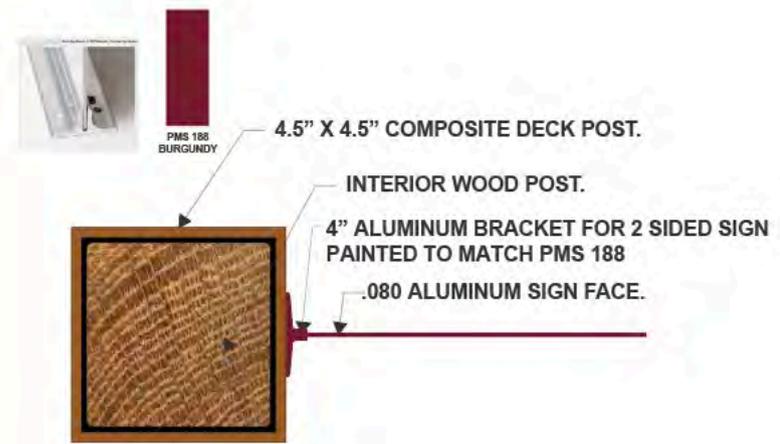


Image of 2' x 3' aluminum panel (shown approximent size)



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

October 7, 2021

Board of Directors
BOWLES MD (located in 2 counties)
8390 East Crescent Pkwy., Suite 300
Greenwood Village, CO 80111

Dear Board of Directors:

This master service agreement (“MSA”) documents the terms, objectives, and the nature and limitations of the services CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) will provide for BOWLES MD (located in 2 counties) (“you,” “your,” or “the district”). The terms of this MSA will apply to the initial and each subsequent statement of work (“SOW”), unless the MSA is changed in a communication that you and CLA both sign or is terminated as permitted herein.

Scope of professional services

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

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

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

Management responsibilities

Management and, when appropriate, the board of directors of the district acknowledge and understand that our role is to provide the services identified in an SOW and that management and the board of directors of the district have certain responsibilities that are fundamental to our undertaking to perform the identified services. The district may engage CLA to perform management functions to help the board of directors of the district to meet your responsibilities, but the board of directors of the district acknowledges its management responsibilities. References to management in this MSA and in an SOW are applicable to the board of directors of the district.

Responsibilities and limitations related to nonattest services

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

Fees and terms

See the applicable SOW for the fees for the services.

Work may be suspended if your account becomes 90 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagements will be deemed to have been completed even if we have not completed the services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

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

Other fees

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

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

Mediation

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties (i.e., you and CLA). The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Colorado, without giving effect to choice of law principles.

Limitation of remedies

These limitation of remedies provisions are not applicable for any audit, examination, or agreed-upon procedures services provided to you.

Our role is strictly limited to the services described in an SOW, and we offer no assurance as to the results or ultimate outcomes of any services or of any decisions that you may make based on our communications with you. You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers, employees, and agents (each a "CLA party") and that this limitation of remedies provision is governed by the laws of the state of Colorado, without giving effect to choice of law principles.

You further agree that you will not hold CLA or any other CLA party liable for any claim, cost, or damage, whether based on warranty, tort, contract, or other law, arising from or related to this MSA, the services provided under an SOW, the work product, or for any plans, actions, or results of an SOW, except to the extent authorized by this MSA. In no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by a CLA party of our duties owed under this MSA and the specific SOW thereunder, but any recovery on any such claims shall not exceed the fees actually paid by you to CLA pursuant to the SOW that gives rise to the claim.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. The parties (you and CLA) agree that, notwithstanding any statute or law of limitations that might otherwise apply to a dispute, including one arising out of this MSA or the services performed under an SOW, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against any CLA party must be commenced as provided below, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery. An action to recover on a dispute shall be commenced within the shorter of these periods ("Limitation Period"):

Consulting services

- For each service pursuant to an SOW, separately within twenty-four (24) months after the date we deliver the services or work product pursuant to the SOW on which the dispute is based, regardless of whether any CLA party provides other services for you under this MSA or other SOW.
- Within twenty-four (24) months from the date of our last billing for services performed pursuant to the SOW on which the dispute is based.
- Within twenty-four (24) months after the termination by either party of either this MSA or the district's ongoing relationship with CLA.

Tax services

- For tax return preparation, separately within thirty-six (36) months after the date when we deliver any final tax return(s) pursuant to the SOW on which the dispute is based, regardless of whether any CLA party provides other services for you under this MSA or other SOW relating to said return(s).

- For tax consulting engagements, separately within thirty-six (36) months from the date of our last billing for services pursuant to the SOW on which the dispute is based.
- For all tax return and tax consulting engagements, within twelve (12) months from the date when you terminate this MSA or the district's ongoing relationship with CLA.

Examination, compilation, and preparation services related to prospective financial information

- For examination, compilation, and preparation services related to prospective financial information (i.e., forecasts and projections), separately within twelve (12) months after the dates when we deliver the work product pursuant to the SOW on which the dispute is based, regardless of whether any CLA party provides other services for you relating to the work product.

Audit, review, examination, agreed-upon procedures, compilation, and preparation services other than those related to prospective financial information

- For audit, review, examination, agreed-upon procedures, compilation, and preparation services, separately within twenty-four (24) months after the dates when we deliver the work product pursuant to the SOW on which the dispute is based, regardless of whether any CLA party provides other services for you relating to the work product.

The applicable Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a dispute.

CLA shall be authorized to the following cash access services:

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

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

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

Management responsibilities relevant to CLA's access to your cash

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

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

Other provisions

Except as permitted by the "Consent" section of this agreement, CLA will not disclose any confidential, proprietary, or privileged information of the district or you to any person or party, unless the district or you authorizes us to do so, it is published or released by the district, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

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

You acknowledge and agree that this agreement and the pricing structure and billing rates of CLA are sensitive information which you shall not furnish or otherwise disclose to any third party without the prior written consent of CLA or as required by law.

We will be responsible for our own property and casualty, general liability, and workers compensation insurance, taxes, professional training, and other personnel costs related to the operation of our business.

When performing the services identified in applicable SOWs, we will utilize the resources available at the district, when applicable, to the extent practical to continue development of your personnel. During a portion of our work, we may require the use of your computers. We will try to give you advance notice and coordinate our use so it does not interfere with your employees.

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

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

The district agrees that CLA will not be assuming any fiduciary responsibility on your behalf during the course of this agreement, except as may be assumed in a SOW.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, it is not appropriate for you to upload protected health information using such applications. All protected health information contained in a document or file that you plan to transmit to us via a web application must be redacted by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all protected health information, please contact us to discuss other potential options for transmitting the document or file.

Consent

Consent to use financial information

Annually, we assemble a variety of benchmarking analyses using data obtained through our client engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this MSA will serve as your consent to use of BOWLES MD (located in 2 counties) information in these cost comparison, performance indicator, and/or benchmarking reports.

Subcontractors

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

Technology

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

Termination of MSA

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

Agreement

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

Sincerely,

CliftonLarsonAllen LLP

A handwritten signature in black ink, appearing to read 'M. Urkoski', written over a light blue horizontal line.

Matt Urkoski
Principal
Matt.Urkoski@CLAconnect.com

Response:

This agreement correctly sets forth the understanding of BOWLES MD (located in 2 counties).

APPROVED:

Signature

Title

Date



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

Special Districts Management Services SOW

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and Bowles Metro District (“you” and “your”) dated October 7, 2021. The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

Scope of professional services

Matt Urkoski is responsible for the performance of the engagement and other services identified in this agreement. They may be assisted by one or more of our authorized signers in the performance of the engagement.

Scope of Management Services

CLA will perform the following services for the District:

District Board of Directors (“Board”) Meetings

- Coordination of all Board meetings;
- Meeting Attendance: District Manager and/or designee will attend all Board meetings;
- Preparation and distribution of agenda and informational materials;
- Preparation of meeting minutes for all meetings;
- Preparation and posting of legal notices required in conjunction with the meetings;
- Other details incidental to meeting preparation and follow-up.

Recordkeeping

- Maintain lists of persons and organizations for correspondence;
- Vendor listing as needed or requested by the Board;
- Repository of all District records and act as Custodian of records for purposes of CORA (as that term is defined in the District’s Resolution Designating an Official Custodian for Purposes of the Colorado Open Records Act, Sections 24-72-201 *et seq.*, C.R.S.).

Communications

- 24/7 answering and paging services;
- Website administration. It is recommended that the District have a website; however, CLA will not provide a website for the District on CLA’s website. CLA will oversee daily management and maintenance of the District website as needed or requested by the District;
- Respond to routine inquiries, questions and requests for information regarding the District;
- Periodic reports to the Board regarding the status of District matters and actions taken or contemplated by the District Manager on behalf of the District as requested by the Board;
- Provide liaison and coordination with municipal, county and state governmental agencies.

Contract Administration

- Insurance administration, including risk evaluation, comparison of coverage, processing claims, completion of applications, monitoring expiration dates, processing routine written and telephone correspondence;
- Ensure all contractors and sub-contractors maintain the required insurance coverage for the District's benefit;
- Bidding, contract and construction administration and supervision of project processes assigned by the Board and project contractors;
- Confer with and coordinate legal, accounting, engineering, auditing and other professional services to the District by those professionals and consultants retained by the District as directed by the Board (CLA itself will not and cannot provide legal services);
- Represent the District with other entities and bodies as requested by the Board (but not as its representative for legal matters);
- Bid, contract, and supervise all District vendors

Document Administration

- Provide coordination and administration for the continuing revision of the District's Rules and Regulations;
- Provide framed aerial photographic mapping of the District, if requested;
- In conjunction with and at the direction of the District's legal counsel, coordinate all elections for the District in accordance with state law, including preparation of election materials, publications, legal notices, training session for election judges and general election assistance; CLA will not serve as the Designated Election Official ("DEO");
- Administer any legal documents, permits, or agreements that relate to or District facilities and any Rules and Regulations adopted by the Board.

Accounts Payable Services to be Provided:

- Receive and process all invoices;
- Coordinate review, approval and coding of all invoices with District Accountant and Board to ensure timely payment

In addition to these services, when, in the professional opinion of the District Manager, other services are necessary, the District Manager shall recommend the same to the Board or perform such services and report to the Board the nature of such services, the reason they were required, and the result achieved; provided however, with the exception of emergencies, that if such additional services are expected to cost more than \$2,000.00, the District Manager shall discuss such costs with the Board and receive prior authorization to perform such services.

Fees, time estimates, and terms

Our professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm

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

CLA'S 2021 STANDARD HOURLY RATES FOR PUBLIC MANAGEMENT SERVICES:

- Principals \$190 - \$325
- Public managers \$190 - \$325
- Assistant public managers \$110 - \$150
- Public management analysts \$110 - \$150
- District administrators \$125 - \$145
- Records retention coordinators \$ 90 - \$115

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

Municipal advisors

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

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

Unlawful employees, contractors, and subcontractors

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

Verification regarding workers without authorization

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

Limitation regarding E-Verify Program and the Department Program

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

Duty to terminate a subcontractor and exceptions

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

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

Duty to comply with state investigation

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

Agreement

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

Sincerely,

CliftonLarsonAllen LLP



Matt Urkoski
Principal
Matt.Urkoski@CLAconnect.com

APPROVED:

Signature

Title

Date



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

Payroll Services SOW
BOWLES MD (located in 2 counties)
Date: October 7, 2021

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and BOWLES MD (located in 2 counties) (“you” and “your”) dated October 7, 2021. The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

Scope of payroll preparation services

We will provide the following payroll preparation services from information you provide:

- For each pay period:
 - Perform payroll calculations
 - Prepare payroll checks or pay-stubs in the case of direct deposit of employee net pay
 - Initiate electronic transfer of funds for employee net pay and payroll tax deposit liabilities
 - Processing retirement plan contribution payments
 - Preparation of retirement plan and other census information
- Prepare the following government forms annually for each calendar year-end (may be filed electronically):
 - All copies of required forms W-2 and W-3
 - Form 940 – Employers Annual Federal Unemployment Tax Return, if applicable
 - Form 943 – Employers Annual Tax Return for Agricultural Employees
 - All necessary state forms, if applicable
- If applicable, prepare the following government reporting forms for each calendar quarter-end (may be filed electronically):
 - Form 941 – Employers Quarterly Tax Return
 - State Employers Quarterly Withholding Return
 - State Employers Quarterly Unemployment Tax Return (SUTA)
 - Initiate electronic funds transfer for quarterly Federal Unemployment Tax (FUTA) liability
- Cash access services related to payroll services



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- Obtain one or more signature stamps bearing the name(s) and facsimile signature(s) of any of your officer(s) who are responsible for signing checks and bank drafts on your behalf.
- Obtain access to electronic signatures or signatures embedded into cloud-based software for the purpose of drafting payments on your behalf.
- Prepare checks to be drawn upon your bank account(s) and to use the above noted methods to thereby finally approve such checks for payment by the corresponding bank(s).
- Initiate the direct deposit of employee net pay from funds drawn upon your bank account(s).
- The following services would impair independence
 - Accept responsibility to authorize payment of client funds, electronically or otherwise, except as specifically provided for with respect to electronic payroll tax payments.
 - Accept responsibility to sign or cosign client checks, even if only in emergency situations.
 - Maintain a client’s bank account or otherwise have custody of a client’s funds or make credit for banking decisions for the client.

Our responsibility to you and limitations of the payroll services

We will prepare the entity’s federal and state (if applicable) payroll forms and tax returns in accordance with the applicable payroll tax laws. We will use our judgment in resolving questions where the law is unclear, and where there is reasonable authority, we will resolve questions in your favor whenever possible.

We will not audit or otherwise verify the accuracy or completeness of the information we receive from you for the preparation of the payroll and related returns, and our engagement cannot be relied upon to uncover errors or irregularities in the underlying information. However, we will inform the appropriate level of management of any material errors and of any evidence or information that comes to our attention during the performance of our payroll preparation services that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our payroll preparation services regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. You agree that we shall not be responsible for any misstatements in the entity’s payroll that we may not identify as a result of misrepresentations made to us by you.

Our payroll preparation services will include electronically transmitting information to taxing authorities and your financial institution to facilitate the electronic transfer of funds. Authorizations for us to provide these services will be made in separate communications.

Our payroll preparation services will include transmitting federal Form W-2, federal Form 1099, and payroll data forms to federal and state taxing authorities on your behalf. Authorizations for us to provide these services will be made in separate communications.

Your responsibilities

It is your responsibility to provide us with all of the information needed to prepare complete and accurate payrolls and returns. We will have no obligations with regard to a particular payroll or withholding taxes and filing returns in a particular state or local tax jurisdiction until you have provided such information to us. All necessary information should be provided to us within two days of the close of each payroll period or no later than two days



prior to your payroll check date. A list of information we will require and the dates required will be provided in a separate communication.

For all nonattest services we may provide to you, including these payroll services, management agrees to assume all management responsibilities; oversee the services; by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

Specifically, your responsibilities include:

- Accuracy of information used in the preparation of the payrolls.
- Careful review of paychecks or pay-stubs, and payroll journals for each periodic payroll.
- Accuracy of information used in the preparation and filing of all government forms.
- Review and pre-approval of each electronic funds transfer initiated on your behalf for employee net pay amounts, payroll tax and withholding liabilities, and related benefit amounts.

You are responsible to carefully review the paper returns that we prepare on your behalf before signing and submitting them to tax authorities. You are responsible to review the paper copies of payroll forms and tax returns that were filed electronically on your behalf. We will advise you with regard to tax positions taken in the preparation of the payroll forms and tax returns, but the responsibility for the payroll forms and tax returns remains with you.

You are also responsible for the payment of payroll tax and withholding liabilities. Therefore, the Internal Revenue Service recommends that you enroll in the U.S. Department of the Treasury Electronic Federal Tax Payment System (EFTPS) to monitor your account and ensure that timely tax payments are being made for you. You may enroll in the EFTPS online at www.eftps.gov, or call 800-555-4477 for an enrollment form. Individual states have similar programs that allow you to monitor your account. A list of links by state is provided online at <http://www.americanpayroll.org/weblink/statelocal-wider/>.

Your responsibilities relevant to CLA's access to your cash

Someone with management authority is responsible for the processes below. All approvals listed must be documented in writing, either electronically or manually:

- Approve all new employees and all employee status changes prior to those employees or changes being added to the payroll system.
- Approve all payroll runs prior to cash being committed.

Fees

Our professional fees will be billed based on the degree of responsibility and contribution of the professionals working on the engagement. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Other than annual adjustments reflecting inflation, our professional fees will not fluctuate unless there is a significant change in the number of employees, taxing jurisdictions, or in the services you wish for us to provide. If such changes should



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occur, we will discuss any fee adjustments with you prior to making any changes to your billing. Lastly, any additional forms that you would like us to complete will be charged at an hourly fee.

We do not anticipate encountering the need to perform additional services beyond those described in this letter. Below are examples of services considered to be outside the scope of our engagement. We will bill you for additional services you would like us to provide at an hourly fee at periodic dates after the additional service has been performed.

- Reprocessing for corrected information provided to us subsequent to original payroll
- Preparation of non-standard reports
- Calculation of fringe benefit additions
- Processing retirement plan contribution payments
- Preparation of retirement plan and other census information
- Responding to workers compensation insurance audits
- Responding to employment verification requests
- Preparation of additional state tax registrations
- Preparation of amended payroll tax returns
- Responding to tax notices

Tax examinations

All government forms and returns are subject to potential examination by the IRS and state taxing authorities. In the event of an examination, we will be available, at your request, to assist or represent you. Services in connection with tax examinations are not included in our fee for preparation of your payroll returns. Our fee for such services will be billed to you separately, along with any direct costs.

Record retention

You are responsible for retaining all documents, records, payroll journals, canceled checks, receipts, or other evidence in support of information and amounts reported in your payroll records and on your quarterly and calendar year-end payroll forms and tax returns. These items may be necessary in the event the taxing authority examines or challenges your returns. These records should be kept for at least seven years. Your copy of the payroll forms and tax returns should be retained indefinitely.

In preparing the payrolls, payroll forms, and tax returns, we rely on your representation that you understand and have complied with these documentation requirements. You are responsible for the proper recording of transactions in the books of accounts, for the safeguarding of assets, and for the substantial accuracy of your financial records.

All of the records that you provide to us to prepare your payrolls and related forms and tax returns will be returned to you after our use. Our working papers, including any copies of your records that we chose to make, are our property and will be retained by us in accordance with our established records retention policy. This policy states, in general, that we will retain our working papers for a period of seven years. After this period expires, our working papers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the



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time our records are available. The working papers and files of our firm are not a substitute for the records of the entity.

Tax consulting services

This SOW also covers tax consulting services that may arise for which the entity seeks our consultation and advice, both written and oral, that are not the subject of a separate SOW. These additional services are not included in our fees for the preparation of the payroll and related federal and state forms and tax returns.

We will base our tax analysis and conclusions on the facts you provide to us, and will not independently verify those facts. We will review the applicable tax law, tax regulations, and other tax authorities, all of which are subject to change. At your request, we will provide a memorandum of our conclusions. Written advice provided by us is for the entity's information and use only and is not to be provided to any third party without our express written consent.

Unless we are separately engaged to do so, we will not continuously monitor and update our advice for subsequent changes or modifications to the tax law and regulations, or to the related judicial and administrative interpretations.

Communications and confidentiality

CLA will hold the information supplied by the entity to us in confidence and CLA will not disclose it to any other person or party, unless the entity authorizes us to do so, it is published or released by the entity, or it becomes publicly known or available other than through disclosure by us, or disclosure is required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

The Internal Revenue Code contains a limited privilege for confidentiality of tax advice between you and our firm. In addition, the laws of some states likewise recognize a confidentiality privilege for some accountant-client communications. You understand that CLA makes no representation, warranty or promise, and offers no opinion with respect to the applicability of any confidentiality privilege to any information supplied or communications you have with us, and, to the extent that we follow instructions from you to withhold such information or communications in the face of a request from a third party (including a subpoena, summons or discovery demand in litigation), you agree to hold CLA harmless should the privilege be determined not to apply to particular information or communications.

Consent to send you publications and other materials

For your convenience, CLA produces a variety of publications, hard copy and electronic, to keep you informed about pertinent business and personal financial issues. This includes published articles, invitations to upcoming seminars, webinars and webcasts, newsletters, surveys, and press releases. To determine whether these materials may be of interest to you, CLA will need to use your tax return information. Such tax information includes the entity name and address as well as the business and financial information you provided to us.

By signing and dating this SOW, you authorize CLA to use the information that you provide to CLA during the preparation of your tax returns to determine whether to offer you relevant materials. Your consent is valid until further notice. If you do not wish to authorize such use, please strike out this paragraph prior to signing the SOW.



Legal compliance

The entity agrees to assume sole responsibility for full compliance with all applicable federal and state laws, rules or regulations, and reporting obligations that apply to the entity or the entity's business, including the accuracy and lawfulness of any reports the entity submits to any government regulator, authority, or agency. The entity also agrees to be solely responsible for providing legally sufficient substantiation, evidence, or support for any reports or information supplied by the entity to any governmental or regulatory body, or for any insurance reimbursement in the event that the entity is requested to do so by any lawful authority. CLA, its successors, affiliates, officers, and employees do not assume or undertake any duty to perform or to be responsible in any way for any such duties, requirements, or obligations.

Agreement

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

Sincerely,

CliftonLarsonAllen LLP



Matt Urkoski
Principal
Matt.Urkoski@CLAconnect.com

Enclosures

Response:

This letter correctly sets forth the understanding of BOWLES MD (located in 2 counties).

APPROVED:

Signature

Title

Date

RESOLUTION NO. 2021-11-____

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
BOWLES METROPOLITAN DISTRICT
CALLING A REGULAR ELECTION FOR DIRECTORS
MAY 3, 2022**

A. The terms of the offices of Directors Hobart and Korte shall expire upon the election of his/her/their successors at the regular election, to be held on May 3, 2022 (“**Election**”), and upon such successors taking office.

B. In accordance with the provisions of the Special District Act (“**Act**”) and the Uniform Election Code (“**Code**”), the Election must be conducted to elect two (2) Directors to serve until the second regular election, to occur May 6, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Bowles Metropolitan District (the “**District**”) of the County of Jefferson and the City and County of Denver, Colorado:

1. Date and Time of Election. The Election shall be held on May 3, 2022, between the hours of 7:00 A.M. and 7:00 P.M. pursuant to and in accordance with the Act, Code, and other applicable laws. At that time, two (2) Directors shall be elected to serve until the second regular election, to occur May 6, 2025.

2. Precinct. The District shall consist of one (1) election precinct for the convenience of the eligible electors of the District.

3. Conduct of Election. The Election shall be conducted as an independent mail ballot election in accordance with all relevant provisions of the Code. The Designated Election Official shall have on file, no later than fifty-five (55) days prior to the Election, a plan for conducting the independent mail ballot Election.

4. Designated Election Official. _____ shall be the Designated Election Official and is hereby authorized and directed to proceed with any action necessary or appropriate to effectuate the provisions of this Resolution and of the Act, Code or other applicable laws. The Election shall be conducted in accordance with the Act, Code and other applicable laws. Among other matters, the Designated Election Official shall appoint election judges as necessary, arrange for the required notices of election (either by mail or publication) and printing of ballots, and direct that all other appropriate actions be accomplished.

5. Call for Nominations. The Designated Election Official shall provide Call for Nominations as required under Section 1-13.5-501, C.R.S., as applicable.

6. Absentee Ballot Applications. NOTICE IS FURTHER GIVEN, pursuant to Section 1-13.5-1002, C.R.S., that applications for and return of absentee ballots may be filed with the Designated Election Official of the District, _____, between

the hours of 8:00 a.m. and 5:00 p.m., until the close of business on the Tuesday immediately preceding the Election (April 26, 2022).

7. Self-Nomination and Acceptance Forms. Self-Nomination and Acceptance Forms are available and can be obtained from _____, the Designated Election Official for the Bowles Metropolitan District, c/o _____, and on the District's website at www.bowlesmetrodistrict.org.

8. Cancellation of Election. If the only matter before the electors is the election of Directors of the District and if, at 5:00 P.M. on March 1, 2022, the sixty-third day prior to the regular election, there are not more candidates than offices to be filled at the Election, including candidates timely filing affidavits of intent, the Designated Election Official shall cancel the Election and declare the candidates elected. Notice of such cancellation shall be published and posted in accordance with law.

9. Severability. If any part or provision of this Resolution is adjudged to be unenforceable or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution, it being the Board of Director's intention that the various provisions hereof are severable.

10. Repealer. All acts, orders and resolutions, or parts thereof, of the Board of Directors which are inconsistent or in conflict with this Resolution are hereby repealed to the extent only of such inconsistency or conflict.

11. Effective Date. The provisions of this Resolution shall take effect as of the date adopted and approved by the Board of Directors of the District.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO RESOLUTION
CALLING A REGULAR ELECTION FOR DIRECTORS
MAY 3, 2022]**

RESOLUTION APPROVED AND ADOPTED on November 9, 2021.

BOWLES METROPOLITAN DISTRICT

By: _____
President

Attest:

Secretary