

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 14, 2023
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>
Tim LaPan	President	May, 2027
Paul Lefever	Secretary	May, 2027
Donald W. Korte	Treasurer	May, 2025
Alan R. Lee	Assistant Secretary	May, 2027
Linda Lutz-Ryan	Assistant Secretary	May, 2025

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 notices.
- D. 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.

- E. Review and consider approval of minutes from the October 10, 2023, regular Board meeting (enclosure).
- F. Consider adoption of the Resolution No. 2023-11-__ Regarding 2024 Annual Administrative Matters (enclosure).

II. MANAGER MATTERS

- A. Operational Updates and Action Items –
1. Landscape:
 - a. General Update.
 - b. Consider approval of 2024 Contract for Snow Removal Services between the District and Colorado Designscares, Inc., d/b/s Designscares Colorado Inc (enclosure).
 2. Davey Tree:
 - a. General Update.
 - b. Discuss proposal for 2024 Plant Health Care between the District and Davey Tree (enclosure).
 3. Review and consider approval of proposal for 2024 Services with Eco Resource Solutions (enclosure).
 4. Acknowledge Eco Resource Solutions Water Quality Report (enclosure).
- B. Consider approval of CliftonLarsonAllen LLP Master Services Agreement and statement(s) of work for 2024 (enclosure).
- C. Discuss and consider approval of 2024 insurance renewal (enclosure).
- D. Discuss and consider worker’s compensation insurance for 2024 (enclosure).
- E. Consider authorization of renewing membership in the Special District Association for 2024.

III. FINANCIAL MATTERS

- A. Approve and/or ratify approval of payment of claims in the amount of \$211,056.47 (enclosure).
- B. Review and consider acceptance of September 30, 2023 Unaudited Financial Statements (enclosure).
- C. Update on amendment of the 2023 Budget.
- D. Conduct Public Hearing on the proposed 2024 Budget and consider adoption of Resolution No. 2023-11-__ to Adopt the 2024 Budget and Appropriate Sums of Money (enclosure).

- E. Authorize District Accountant to prepare the DLG-70 Certification of Tax Levies form for certification to the Board of County Commissioners and other interested parties.
- F. Consider appointment of District Accountant to prepare 2025 Budget.
- G. Consider approval of the engagement letter with Schilling & Company to prepare the 2023 Audit.
- H. Consider approval of Resolution No. 2023-11-___, regarding Increase in Non-Potable Water Rates Sold to Grant Ranch Homeowner Sub-Associations for 2023 (enclosure).

IV. LEGAL MATTERS

V. OTHER BUSINESS

- A. Reservoir representation at annual shareholders meeting.

VI. ADJOURNMENT

The next regular meeting is scheduled for December 12, 2023 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 10, 2023

A regular meeting of the Board of Directors of the Bowles Metropolitan District (referred to hereafter as the “Board”) was convened on Tuesday, October 10, 2023, at 4:30 p.m., at The Village Center, 7255 Grant Ranch Blvd, Littleton, CO 80123. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Tim LaPan, President
Paul Lefever, Secretary
Donald W. Korte, Treasurer
Linda Lutz-Ryan, Assistant Secretary
Alan R. Lee, Assistant Secretary

Also, In Attendance Were:

Nic Carlson and Anna Jones; CliftonLarsonAllen LLP (“CLA”)
Johnny Jimenez and Ross Brown; Designscares Colorado Inc.
Derek Fox; The Davey Tree Expert Company
Tom Hewitt; Grant Ranch Homeowners Association
Ruthann Moony; Resident

ADMINISTRATIVE MATTERS

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

The Board reviewed the agenda for the meeting. Following discussion, upon a motion duly made by Director Korte, seconded by Director Lefever and, upon vote, unanimously carried, the Board approved the agenda, as presented.

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. 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.

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Public Comment: Ms. Mooney requested the solar panel for the pond aerator be moved. Mr. Carlson stated he is working with with EcoResource Solutions, Inc. to resolve the issue.

Minutes from the September 12, 2023 & September 26, 2023 Board Meeting: Following review, upon a motion duly made by Director Lefever, seconded by Director Lee and, upon vote, unanimously carried, the Board approved the September 12, 2023 and September 26, 2023 Board Meeting Minutes, as presented.

FINANCIAL MATTERS

Claims in the amount of \$220,720.86: Following review by the Board, upon a motion duly made by Director Korte, seconded by Director Lefever and, upon vote, unanimously carried, the Board approved the claims in the amount of \$220,720.86, as presented.

July 31, 2023 Unaudited Financial Statements: The Board reviewed the financial statements. Discussed ensured regarding the capital fund and updates to the 2024 draft budget. Following discussion, upon a motion duly made by Director Lefever, seconded by Director Korte and, upon vote, unanimously carried, the Board accepted the July 31, 2023 Unaudited Financial Statements, as presented.

MANAGEMENT MATTERS

Pond Management Update: Mr. Carlson provided an update to the Board.

Operational Updates and Action Items

Landscape:

General Update: Mr. Jimenez provided an update for the Board regarding landscape issues. Mr. Brown stated there has been some inappropriate comments made to members of the landscaping crew. The Board request that an article be placed in the newsletter.

Mr. Brown also informed the Board he will be moving out of the state, and this will be the last meeting he will attend. The Board wished his success in his endeavors.

Davey Tree:

General Update: Mr. Fox provided an update for the Board.

Davey Tree Proposal for 2024 Tree Pruning Services: Mr. Fox will provide an updated proposal at next regular Board meeting.

Davey Tree Proposal for 2024 Plant Health Care: Mr. Fox will

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provide updated an proposal at next regular Board meeting.

Mr. Fox presented a proposal for maintenance on the north side of Blue Heron Park to the Board. Following discussion, upon a motion duly made by Director Lefever, seconded by Director Lutz-Ryan and, upon vote, unanimously carried, the Board approved the proposal for maintenance on the north side of Blue Heron Park in the amount of \$4,200.00, as presented.

Aggregate Water Usage: Mr. Carlson reviewed aggregate water usage with the Board. Discussion ensued.

Storm Sewer System Plan: Mr. Carlson discussed the storm sewer system plan with the Board.

Chavez Services LLC Proposal for Removal Pads in the amount of \$5,150.00: Following discussion, upon a motion duly made by Director Korte, seconded by Director Lefever and, upon vote, unanimously carried, the Board ratified approval of the Chavez Services LLC proposal for removal pads in the amount of \$5,150.00.

LEGAL MATTERS

None.

ENGINEERING
MATTERS

None.

DIRECTOR MATTERS

Sunset Park Project: Mr. Carlson discussed the Sunset Park project with the Board. Discussion ensued. Following discussion, upon a motion duly made by Director Lefever, seconded by Director Korte and, upon vote, unanimously carried, the Board approved the Livable Cities Studio Proposal for Playground Area Renovation Concepts in an amount not to exceed \$13,500.00, as amended.

OTHER BUSINESS

Director Lefever requested the agenda be rearranged in order to allow consultants and vendors to leave early.

ADJOURNMENT

There being no further business to come before the Board at this time, upon a motion duly made by Director Lefever, seconded by Director Korte and, upon vote, unanimously carried, the Board adjourned the meeting at 5:50 p.m.

Respectfully submitted,

By _____

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Secretary for the Meeting

**ANNUAL RESOLUTION OF
THE BOARD OF DIRECTORS OF THE
BOWLES METROPOLITAN DISTRICT**

At a regular meeting of the Board of Directors of the Bowles Metropolitan District, Denver and Jefferson Counties, Colorado, held at 4:30 P.M., on Tuesday, November 14, 2023, at Grant Ranch Village Center, 7255 Grant Ranch Boulevard, Littleton, Colorado, at which a quorum was present, the following resolution was adopted:

WHEREAS, the Bowles Metropolitan District (the “District”) was organized as a special district pursuant to an Order of the District Court in and for the County of Jefferson, Colorado, and is located within Denver and Jefferson Counties (individually, the “County” collectively, the “Counties”); and

WHEREAS, the Board of Directors of the District (collectively referred to as the “Board” or individually as “Director(s)”) has a duty to perform certain obligations in order to assure the efficient operation of the District; and

WHEREAS, Section 32-1-306, C.R.S. requires the District to file a current, accurate map of its boundaries with the Counties’ Assessors, Counties’ Clerks and Recorders and the Division of Local Government (the “Division”) on or before January 1 of each year; and

WHEREAS, Sections 24-10-109 and 24-32-116, C.R.S. require that the District provide its name, its principal address and/or mailing address, the name of its agent and the agent’s mailing address to the Department of Local Affairs (the “Department”) and keep such information updated regularly; and

WHEREAS, Section 32-1-809, C.R.S. requires that the Board provide notice, containing certain information about the District, to the eligible electors of the District no more than sixty (60) days prior to and not later than January 15; and

WHEREAS, Section 32-1-104(2), C.R.S. requires that the District, on or before January 15, file a copy of the notice required by Section 32-1-809, C.R.S. with the Board of County Commissioners, the County Assessor, the County Treasurer, the County Clerk and Recorder in each county in which the District is located, the governing body of any municipality in which the District is located and the Division; and

WHEREAS, the Local Government Budget Law of Colorado, Sections 29-1-101 *et seq.*, C.R.S., requires the Board to hold a public hearing on proposed budgets and amendments thereto, to adopt budgets and to file copies of the budgets and amendments thereto; and

WHEREAS, Section 29-1-205(1), C.R.S. requires the District to file a current list of all contracts in effect with other political subdivisions within thirty (30) days of receiving a request therefor from the Division; and

WHEREAS, in accordance with the Public Securities Information Reporting Act, Sections 11-58-101 *et seq.*, C.R.S., issuers of nonrated public securities shall make public within sixty (60) days following the end of each of such issuer's fiscal year, an annual information report or reports with respect to any of such issuer's nonrated public securities which are outstanding as of the end of each such fiscal year; and

WHEREAS, in accordance with Section 29-1-604(1), C.R.S., if expenditures and revenues of the District are not in excess of \$100,000, the District may file an application for exemption from audit with the State Auditor; or in accordance with Section 29-1-604(2)(b), C.R.S., if expenditures and revenues of the District for any fiscal year are at least \$100,000, but not more than \$750,000, the District may file an application for exemption from audit with the State Auditor; or in accordance with Section 29-1-603, C.R.S., the Board shall cause to be made an annual audit of the financial statements of the District for each fiscal year; and

WHEREAS, the Revised Uniform Unclaimed Property Act, Article 13 of Title 38, C.R.S., requires that governmental subdivisions, if applicable, file an annual report listing unclaimed property with the State Treasurer by November 1 of each year; and

WHEREAS, pursuant to Section 32-1-103(15), C.R.S., the legal notices of the District must be published one time, in one newspaper of general circulation in the District, and if there is not one such newspaper of general circulation, then in one newspaper in each county in which the District is located and in which the District also has fifty (50) or more eligible electors; and

WHEREAS, pursuant to Section 24-6-402(2)(c)(I), C.R.S., the Board shall annually designate at the first regular meeting of the calendar year a posting place within the boundaries of the District for posting of notices; and

WHEREAS, pursuant to Sections 32-1-903(2), 24-6-402(2)(c)(I) & (III), and 32-1-903(6)(c) C.R.S., in addition to any other means of full and timely notice, the Board shall be deemed to have given full and timely notice of a public meeting, including an annual meeting, if the Board posts the notice on a public website of the District or in the designated public place within District boundaries, no less than twenty-four (24) hours prior to the meeting; and

WHEREAS, Section 32-1-903(1), C.R.S. requires that the Board shall meet regularly at a time and location to be designated by the Board and such location may be physical, telephonic, electronic, other virtual place, or combination of such means where a meeting can be attended; provided that meetings that are held solely at physical locations must be held at physical locations that are within the boundaries of the District or 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 meeting location does not exceed twenty (20) miles from the District boundaries, unless the proposed change of location for a meeting appears on the Board agenda of a meeting and a resolution is adopted stating the reason for which meetings of the Board are to be held in a physical location other than under the provisions of Section 32-1-903(1.5), C.R.S. and further stating the date, time and physical location of such meeting; and

WHEREAS, pursuant to Section 32-1-904, C.R.S., the office of the District shall be at some fixed place to be determined by the Board; and

WHEREAS, pursuant to Section 32-1-901(1), C.R.S., each Director, within thirty (30) days after his or her election or appointment to fill a vacancy, shall take an oath or affirmation in accordance with Section 24-12-101, C.R.S., and the oath must be filed with the County Clerk and Recorder in each county in which the District is located, and in accordance with Section 32-1-901(1), C.R.S. with the Clerk of the Court and with the Division; and

WHEREAS, in accordance with Section 32-1-901(2), C.R.S., at the time of filing said oath, there shall also be filed for each Director a bond; and

WHEREAS, in accordance with Section 24-14-102(2), C.R.S., the District may, in lieu of the required bond, purchase crime insurance to protect the District from any dishonesty, theft, or fraud; and

WHEREAS, pursuant to Section 32-1-902(1), C.R.S., the Board shall elect one of its members as chairman of the Board and president of the District, one of its members as a treasurer of the Board and District, and a secretary who may be a member of the Board, or the secretary and treasurer may be one individual, who in such case is a member of the Board; and

WHEREAS, Directors may receive compensation for their services subject to the limitations imposed by Section 32-1-902(3)(a), C.R.S.; and

WHEREAS, Directors are governed by Section 32-1-902(3)(b), C.R.S., which requires any Director to disqualify himself or herself from voting on an issue in which he or she has a conflict of interest, unless the Director has properly disclosed such conflict in compliance with Section 18-8-308, C.R.S.; and

WHEREAS, Directors are governed by Section 32-1-902(4), C.R.S., which requires any Director who owns undeveloped land that constitutes at least twenty percent (20%) of the territory included in the District to properly disclose such fact in compliance with Section 18-8-308, C.R.S. before each meeting of the Board, and such disclosure must be entered into the minutes of such meeting; and

WHEREAS, pursuant to Section 32-1-1001(1)(o), C.R.S. the Board has the power to authorize the use of electronic records and electronic signatures and adopt rules, standards, policies, and procedures for use of electronic records or signatures in accordance with the Uniform Electronic Transaction Act, Sections 24-71.3-101 *et seq.*, C.R.S.; and

WHEREAS, pursuant to Section 24-72-204.5, C.R.S., should the District operate or maintain an electronic mail communications system, the Board must adopt a written policy on any monitoring of electronic mail communications and the circumstances under which it will be conducted; and

WHEREAS, Sections 32-1-1604 and 32-1-1101.5(1), C.R.S. require the District to issue notice of the authorization or incurrence of general obligation indebtedness to the Board of County Commissioners of each county in which the District is located or the governing body of the municipality that has adopted a resolution of approval of the District and to record such notice with the Clerk and Recorder in each county in which the District is located within thirty (30) days of incurring or authorizing such indebtedness; and

WHEREAS, Section 32-1-1101.5(1), C.R.S. requires the District to certify the results of ballot issue elections to incur general obligation indebtedness to the Board of County Commissioners of each county in which the District is located or to the governing body of a municipality that has adopted a resolution of approval of the District within forty-five (45) days after the election, or at least thirty (30) days before issuing any general obligation debt if not previously certified, and requires the District to file a copy of such certificate with the Division of Securities within that timeframe; and

WHEREAS, in accordance with Section 32-1-1101.5(1.5), C.R.S., the Board of County Commissioners or the governing body of a municipality that has adopted a resolution of approval of the District may require the District to file an application for the quinquennial finding of reasonable diligence; and

WHEREAS, in accordance with Section 32-1-207(3)(c), C.R.S., and unless otherwise waived or requested by an earlier date, any special district created after July 1, 2000, must electronically file an annual report for the preceding calendar year by October 1st with the governing body that approved the service plan or, if the jurisdiction has changed due to the annexation into a municipality, the current governing body with jurisdiction over the District, the Division, the State Auditor, and the County Clerk and Recorder in each county in which the District is located, and make the same available on the website of the District; and

WHEREAS, in accordance with the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., the Board is granted the authority to obtain insurance; and

WHEREAS, the Colorado Open Meetings Law at Section 24-6-402(2)(d.5)(II)(A), C.R.S. specifies that discussions that occur in an executive session of a local public body shall be electronically recorded; and

WHEREAS, pursuant to Section 24-6-402(2)(d.5)(II)(E), C.R.S., such electronic recording of executive sessions shall be retained for at least ninety (90) days after the date of the executive session; and

WHEREAS, in accordance with the Public Deposit Protection Act, Sections 11-10.5-101 *et seq.*, C.R.S., the Board shall designate an official custodian with plenary authority to deposit public funds in any bank which has been designated by the Colorado Banking Board as an eligible public depository; and

WHEREAS, in accordance with Section 32-1-104.8, C.R.S., the District must record a public disclosure document and a map of the boundaries of the District with the Clerk and Recorder

of each county in which the District is located at any time that an order or decree confirming the inclusion of real property into the District is recorded; and

WHEREAS, in accordance with Section 32-1-104.5, C.R.S., (1) within one year of the date an order and decree has been issued by a district court for a newly organized metropolitan district; or (2) for all metropolitan districts organized after January 1, 2000, by January 1, 2023, such metropolitan district, shall establish, maintain and annually update an official website containing specific information as set forth in Section 32-1-104.5(3)(a), C.R.S.; and

WHEREAS, elections may be held pursuant to the Special District Act, Article 1 of Title 32, C.R.S.; the Uniform Election Code of 1992, Articles 1 to 13 of Title 1, C.R.S.; and the Colorado Local Government Election Code, Article 13.5 of Title 1, C.R.S., for the purpose of (1) electing members of the Board; and (2) presenting certain ballot questions to the eligible electors of the District; and

WHEREAS, Sections 1-1-111(2), 1-13.5-108 and 32-1-804(2), C.R.S. provide that all powers and authority granted to the Board may be exercised by a “Designated Election Official” designated by the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BOWLES METROPOLITAN DISTRICT AS FOLLOWS:

1. The Board directs the District’s engineer to prepare an accurate map in accordance with the standards specified by the Division or directs management to prepare a letter asserting there have been no changes in the boundaries of the District, as applicable, for filing with the Counties’ Assessors, the Counties’ Clerks and Recorders and the Division as required by Section 32-1-306, C.R.S on or before January 1.
2. The Board directs management to notify the Department of the District’s name, principal address and/or mailing address, agent’s name and agent’s mailing address in accordance with Sections 24-10-109 and 24-32-116, C.R.S.
3. The Board directs management to: (1) provide notice, containing certain information about the District, to the eligible electors of the District, not earlier than November 16 and not later than January 15, in one or more of the ways set forth in Section 32-1-809(2), C.R.S; and (2) in accordance with Section 32-1-104(2), C.R.S., file a copy of the notice with the Board of County Commissioners, County Assessor, County Treasurer, County Clerk and Recorder’s Office in each county in which the District is located, the governing body of any municipality in which the District is located and with the Division. The Board further directs that a copy of the notice shall be made available for public inspection at the principal business office of the District.
4. The Board directs the accountant for the District to submit a proposed budget to the Board by October 15; to schedule a public hearing on the proposed budget; to

prepare a final budget, including any resolutions adopting the budget, appropriating moneys and fixing the rate of any mill levy; to prepare budget resolutions, including certification of mill levies and amendments to the budget if necessary; to certify the mill levies on or before December 15; and directs management to file the approved budgets and amendments thereto with the proper governmental entities not later than thirty (30) days after the beginning of the fiscal year of the budget adopted, in accordance with the Local Government Budget Law of Colorado.

5. The Board directs management to prepare and file a current list of all contracts in effect with other political subdivisions with the Division within thirty (30) days of receiving a request therefor from the Division, if applicable.
6. The Board directs legal counsel and/or the accountant to prepare and file the annual public securities report for nonrated public securities issued by the District with the Department within sixty (60) days following the end of the District's fiscal year, if applicable.
7. The Board directs the accountant to file either an application for exemption from audit with the State Auditor within three (3) months after the close of the District's fiscal year, or that an audit of the financial statements is prepared and submitted to the Board within six (6) months after the close of the District's fiscal year. Further, the Board directs that the audit report be filed with the State Auditor within thirty (30) days after the Board's receipt of the audit report from the auditor.
8. The Board directs management to prepare the Unclaimed Property Act report and forward to the State Treasurer by November 1, if applicable.
9. The Board designates the *Littleton Independent* as a newspaper of general circulation within the boundaries of the District or in the vicinity of the District if none is circulated within the District, and directs that all legal notices shall be published in accordance with applicable statutes in the *Littleton Independent*.
10. The Board designates the URL Domain <https://www.bowlesmetrodistrict.org>, as the District's official website and posting place for notices of meetings in 2024 pursuant to Sections 24-6-402(2)(c) and 32-1-104.5, C.R.S. and ratifies their designation of <https://www.bowlesmetrodistrict.org>, as the posting place for notices of meetings in 2023 for purposes of Sections 24-6-402(2)(c) and 32-1-104.5, C.R.S. Further, in compliance with Section 24-6-402(2)(III), C.R.S., the Board designates Grant Ranch Village Center, 7255 Grant Ranch Boulevard, Littleton, Colorado, 80123, as the public place within the boundaries of the District at which it may post notices of meetings if it is unable to post a notice on the District's official website.
11. The Board directs management to maintain and update the official website of the District in compliance with Section 32-1-104.5(3)(a), C.R.S.

12. Emergency meetings may be called without notice, if notice is not practicable, by the president of the Board or any two (2) Directors in the event of an emergency that requires the immediate action of the Board in order to protect the public health, safety and welfare of the property owners and residents of the District. If possible, notice of such emergency meeting may be given to the Directors of the Board by telephone or whatever other means are reasonable to meet the circumstances of the emergency, and shall be provided to the public via any practicable means available, *if any*, including, but not limited to, posting notice of such emergency meeting on the District's website, if any. At such emergency meeting, any action within the power of the Board that is necessary for the immediate protection of the public health, safety and welfare may be taken; provided however, that any action taken at an emergency meeting shall be ratified at the first to occur: (a) the next regular meeting of the Board, or (b) the next special meeting of the Board.
13. The Board determines to hold regular meetings on the second Tuesday of each month, at 4:30 P.M., at Grant Ranch Village Center, 7255 Grant Ranch Boulevard, Littleton, Colorado 80123. Any additional means of public participation, if any, will be designated on the meeting agenda.
14. Pursuant to Section 32-1-904, C.R.S., the Board determined that the office of the District shall be at CliftonLarsonAllen LLP, 8390 East Crescent Parkway, Suite 300, Greenwood Village, Colorado 80111.
15. The Board directs legal counsel to prepare, administer and file an oath or affirmation in accordance with Sections 32-1-901 and 24-12-101, C.R.S. In addition to the oath or affirmation, the Board directs legal counsel to procure either crime insurance in accordance with Section 24-14-102(2), C.R.S. or a bond for each Director as required by Section 32-1-901, C.R.S. in the total amount of \$10,000, and to file copies of the crime insurance or bond with the Clerk of the Court and the Division.
16. The Board hereby recognizes the election of the following officers for the District:
- | | |
|----------------------|-----------------|
| President/Chairman: | Timothy LaPan |
| Treasurer: | Donald Korte |
| Secretary: | Paul Lefever |
| Assistant Secretary: | Linda Lutz-Ryan |
| Assistant Secretary: | Allen Lee |
17. The Board directs that each Director may receive compensation for services as Directors in accordance with Sections 32-1-902(3)(a)(I) & (II), C.R.S.
18. The Board has determined that when so directed by one or more Directors legal counsel will file conflict-of-interest disclosures provided by Directors with the Secretary of State seventy-two (72) hours prior to each meeting of the Board. In addition, written disclosures provided by Directors required to be filed with the

governing body in accordance with Section 18-8-308, C.R.S. shall be deemed filed with the Directors of the District when filed with the Secretary of State.

19. The Board authorizes the use of electronic records and electronic signatures. Use of electronic records and electronic signatures, when conducting transactions and in relation to the administration of the affairs of the District, will be performed and governed in accordance with the Uniform Electronic Transactions Act, Sections 24-71.3-101 *et seq.*, C.R.S.
20. The Board does not operate or maintain an electronic mail communication system devoted to the District but recognizes that its Directors and consultants may utilize electronic mail to conduct matters on behalf of the District and that such communications may be a public record under the Colorado Open Records Act and may be subject to public inspection under Section 24-72-203, C.R.S.
21. The Board directs legal counsel to issue notice of indebtedness to the Board of County Commissioners or to the governing body of the municipality that has adopted a resolution of approval of the District, as applicable, and to record such notice with the County Clerk and Recorder in each county in which the District is located within thirty (30) days of incurring or authorizing any indebtedness in accordance with Sections 32-1-1604 and 32-1-1101.5(1), C.R.S. The Board also directs legal counsel to certify the results of any ballot issue election to incur general obligation indebtedness to the Board of County Commissioners of each county in which the District is located, to the governing body of a municipality that has adopted a resolution of approval of the District, as applicable, and the Division of Securities within forty-five (45) days after such election, or at least thirty (30) days before the District's issuance of any general obligation debt if not previously certified, in accordance with Section 32-1-1101.5(1), C.R.S.
22. The Board directs legal counsel to prepare and file, if requested, the quinquennial finding of reasonable diligence with each Board of County Commissioners or to the governing body of a municipality that has adopted a resolution of approval of the District, as applicable, in accordance with Section 32-1-1101.5(1.5), C.R.S.
23. The Board acknowledges that it is not obligated to prepare and file an annual report in accordance with Section 32-1-207(3)(c), C.R.S., because the District was created prior to July 1, 2000, and the Service Plan for the District does not contain an annual report requirement.
24. The District is currently a member of the Special District Association ("SDA") and insured through the Colorado Special Districts Property and Liability Pool. The Board directs the District's accountant to pay the annual SDA membership dues and insurance premiums in a timely manner and complete all necessary conditions of the third-party insurance agent, as applicable. The Board will review all insurance policies and coverage in effect to determine appropriate insurance coverage is maintained, at least biannually.

25. The Board directs the custodian of all electronic recordings of executive sessions to retain all electronic recordings of executive sessions for purposes of the Colorado Open Meetings Law for ninety (90) days after the date of the executive session. The Board further directs the custodian to systematically delete all recordings of executive sessions made for purposes of the Colorado Open Meetings Law at its earliest convenience after the ninetieth (90th) day after the date of the executive session.
26. The Board hereby designates the District's accountant as its official custodian over public deposits in accordance with Sections 11-10.5-101 *et seq.*, C.R.S.
27. The Board directs legal counsel to prepare the special district public disclosure statement in accordance with Section 32-1-104.8, C.R.S. and record the statement with the Counties' Clerks and Recorders at any such time as a decree or order of inclusion of real property into the District's boundaries is recorded.
28. Kayla M. Enriquez, of Icenogle Seaver Pogue, P.C., is hereby appointed as the "Designated Election Official" of the Board for any elections to be held during 2024 and any subsequent year unless another Designated Election Official is appointed by resolution. The Board hereby grants all powers and authority for the proper conduct of the election to the Designated Election Official, including, but not limited to, appointing election judges, appointing a canvass board, cancelling the election, if applicable, and certifying election results.
29. The Board hereby authorizes legal counsel, the District manager, and District accountant to use the District's name and a brief description of the work performed for the District for marketing purposes, including identifying the District in presentations, proposals, and publications, provided that no confidential information about the District is revealed.

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Whereupon a motion was made and seconded, and upon a majority vote this Annual Resolution was approved by the Board.

ADOPTED AND APPROVED THIS 14TH DAY OF NOVEMBER 2023.

BOWLES METROPOLITAN DISTRICT

Timothy LaPan, President

ATTEST:

Paul Lefever, Secretary

CERTIFICATION

I, Paul Lefever, Secretary of the Board of the Bowles Metropolitan District, do hereby certify that the annexed and foregoing Resolution is a true copy from the records of the proceedings of the Board of said District, on file with Icenogle Seaver Pogue, P.C., general counsel to the District.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the District, in the County of Jefferson, Colorado, this 14th day of November 2023.

Paul Lefever, Secretary

[SEAL]

**BOWLES METROPOLITAN DISTRICT
SNOW REMOVAL SERVICES CONTRACT**

This **SNOW REMOVAL SERVICES CONTRACT** (“Contract”) is entered into effective as of January 1, 2024, by and between BOWLES METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado organized pursuant to Title 32 of the Colorado Revised Statutes (the “District”), and COLORADO DESIGNSCAPES, INC. d/b/s DESIGNSCAPES COLORADO INC., a Colorado corporation (the “Contractor”).

RECITALS

WHEREAS, the District was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities and improvements in accordance with its approved service plan; and

WHEREAS, pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts affecting its affairs; and

WHEREAS, the District has determined that it requires the performance of various snow removal services; and

WHEREAS, the District desires to engage the Contractor to render these services; and

WHEREAS, the Contractor desires to render said services; and

WHEREAS, the parties desire to enter into this Contract to establish the terms and conditions by which the Contractor shall provide the services to the District.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES.

The Contractor shall provide the snow removal services, including any and all necessary documentation, materials and equipment, as described in **Exhibit A** attached hereto and incorporated herein by this reference (the “Services”). The Contractor shall be responsible for providing, at its cost and expense, all management, supervision, labor, materials, administrative support, supplies and equipment necessary to perform the Services as required by this Contract. If such a schedule is included, the Services shall be performed in accordance with the schedule set out in **Exhibit A**.

2. COMPENSATION.

2.1. Compensation for Services. The District shall compensate the Contractor for all

labor, equipment and material necessary to provide the Services according to the rate schedule attached hereto and incorporated herein in **Exhibit B**, subject to District annual appropriations and in accordance with and subject to all of the conditions in this Contract. The Compensation is inclusive of all reimbursable expenses and shall not be exceeded without the written authorization of the District.

2.2. Additional Services. If the District provides Contractor with a written request for services in addition to those listed in Exhibit A (“Additional Services”), any Additional Services will be provided on a time and materials basis at the billing rates attached hereto as **Exhibit B** and incorporated herein by this reference (the “Additional Services”). Upon receipt of such a request, the District and the Contractor shall negotiate the scope of the relevant Additional Services, which shall be subject to the mutual written agreement of the District and the Contractor. If the Contractor performs any Additional Services prior to or without receiving such a request from the District, the Contractor shall not be entitled to any compensation for such Additional Services.

2.3. Payments. The Contractor shall submit monthly invoices to the District for Services satisfactorily performed during each month of the term of this Contract. The District’s approval of invoices shall be a condition of payment. All invoices shall be addressed to the District as follows: Bowles Metropolitan District, c/o CliftonLarsonAllen LLP, 8390 East Crescent Parkway, Suite 300, Greenwood Village, Colorado 80111, Attn: Nicholas Carlson, Email: Nicholas.Carlson@claconnect.com.

2.3.1. Requirements for Payment.

a. Invoices. The Contractor’s invoices shall be in a format acceptable to the District, shall be supported by cost information in such detail as may be required by the District and shall be sufficient to substantiate all items for a proper audit and post audit thereof.

b. Invoice Documentation. With each invoice, the Contractor shall submit a progress report providing the following: (1) a detailed description of the Services performed; (2) the name of the person who performed the Services; (3) the date and time when the Services were performed; (4) the results achieved; (5) receipts which document direct costs reflected in the invoice; (6) the status of deliverables; and (7) a certification that the Contractor is current in payment of all employees and subcontractors and vendors and, if not current, a description of the non-current items and reasons for such.

2.3.2. Unsatisfactory Invoices or Services. The District may return to the Contractor for revision of unsatisfactory invoices and may withhold payment thereof. The District may withhold payment for Services which are not completed as scheduled, or which are completed unsatisfactorily, until completed satisfactorily and may deny payment for such Services upon termination of this Contract.

2.3.3. Right of Set-off. Without prejudice to any other right or remedy it may have, the District reserves the right to set off at any time any amount owing to it by the

Contractor against any amount payable by the District to the Contractor under this Contract.

2.4. Time of Payments. The District shall render payment to the Contractor within thirty (30) days of receipt of the invoice for all approved invoiced Services not previously invoiced and which were performed no more than forty-five (45) days prior to the District's receipt of the invoice.

2.5. In compliance with Section 24-91-103.6, Colorado Revised Statutes, the following statements are included in this Contract:

2.5.1. The District has appropriated an amount of money equal to or in excess of the contract amount for the Services to be performed under this Contract.

2.5.2. The District is prohibited from issuing any change order or other form of order or directive requiring additional compensable work to be performed by the Contractor, if such directive causes the aggregate amount under the Contract to exceed the amount appropriated for the original Contract, unless the Contractor is given written assurance by the District that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision in the Contract. "Remedy-granting provision" means any contract clause which permits additional compensation in the event that a specific contingency or event occurs. Such term shall include, but not be limited to change clauses, differing site conditions clauses, variation in quantities clauses, and termination clauses.

2.5.3. Any form of order or directive issued by the District requiring additional compensable work to be performed by the Contractor shall be deemed to include a clause that requires the District to reimburse the Contractor for the Contractor's costs on a periodic basis for all additional directed work performed until such time as a change order is finalized. Provided, however, that in no instance shall the periodic reimbursement be required before the Contractor has submitted an estimate of cost to the District for the additional compensable work to be performed.

3. TERM.

The term of this Contract shall be from the date first set forth above and shall expire on June 1, 2024, or by the exercise of the termination provisions specified herein, whichever occurs first.

4. GENERAL PROVISIONS/REPRESENTATIONS.

4.1. Inspections/Services. The Contractor has familiarized itself with the nature and extent of the Contract and the proposed Services. To the extent the Contractor deems necessary, the Contractor has inspected the sites and all surrounding locations whereupon it may be called to perform its obligations under this Contract and is familiar with the requirements of the Services and accepts them for such performance.

4.2. Good Standing. The Contractor is validly organized and exists in good standing under the laws of the State of Colorado and has all requisite power to own its properties and assets and to carry on its business as now conducted or proposed to be conducted and it is duly qualified, registered to do business and in good standing in the State of Colorado.

4.3. Professional Standards. The Contractor will perform all Services in accordance with generally accepted standards of care, skill, diligence and professional competence applicable to contractors engaged in the Denver metropolitan area in providing similar services at the time and place that services are rendered.

4.4. Performance During Term. The Contractor will begin providing the Services on the first day of the term of this Contract and will thereafter continually and diligently perform the Services throughout the term of this Contract.

4.5. Compliance with the Law. The Contractor will, at its own expense, throughout the term of this Contract, comply with all federal, state, and local laws, statutes, ordinances, codes, guidelines, court rulings and orders of all governmental authorities applicable to services performed by the Contractor under this Contract, including but not limited to employee safety.

4.6. Personnel. The Contractor represents that all of its personnel who will perform any Services under this Contract have received the information, instructions and training required to provide such Services, including training to prevent harm to such personnel, residence and members of the public who may be in the vicinity.

4.7. Licenses. The Contractor represents that the Contractor and its personnel have all licenses required by applicable law to perform the Services required by this Contract and will, at Contractor's expense, maintain such licenses throughout the term of this Contract.

4.8. Mechanics' Liens. The Contractor acknowledges that the Services are provided in connection with a public project that is subject to Sections 38-26-101 *et seq.*, Colorado Revised Statutes., and therefore, the Contractor acknowledges that the Services are not subject to Sections 38-22-101 *et seq.*, Colorado Revised Statutes ("General Mechanics' Liens"). Nevertheless, to the extent that any portion of the Services are subject to the assertion of a mechanic's lien under the General Mechanic's Liens statute, then the Contractor hereby forever waives and releases any and all rights, which may now or heretofore exist or accrue, to record a lien thereon for any work or services performed, materials or equipment furnished, or labor supplied, to the maximum extent permitted by law. The Contractor will (i) make timely payments to the Contractor's employees, subcontractors and/or suppliers, and (ii) be responsible for satisfaction of any liens and encumbrances which are filed or asserted against the District and/or its property, which liens result from the Services performed by the Contractor under this Contract. In the event that any subcontractor, laborer, supplier, or any other person for whom the Contractor is responsible in connection with this Contract records a lien against the District, any such lien rights being expressly waived pursuant to this Section, then the Contractor shall indemnify, save harmless, and defend the District and each of its directors, employees, agents, and consultants, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities, to the extent

arising directly or indirectly in any manner whatsoever out of such lien. If any lien is filed claiming by, through or under the Contractor or the Services performed by the Contractor, the Contractor will cause such lien to be discharged or bonded within ten (10) days after its filing. If the Contractor fails to cause such lien to be discharged or bonded within such ten (10) day period, the District, in addition to any other available remedy, may bond or discharge the lien and, at the District's discretion, deduct its costs incurred, including attorneys' fees and interest at the rate of twelve (12%) percent per annum from the dates incurred, from any payments due the Contractor or invoice the Contractor for the amounts paid. The provisions of this Section are intended to comply with the provisions of Section 13-50.5-102(8), C.R.S., and remain subject to the limitations set forth therein.

4.9. Authorized Execution. The execution, delivery and performance of this Contract and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not require any further consent or approval of the board of directors or any shareholders of the Contractor or any other person which has not been obtained.

5. INDEMNIFICATION.

Subject to the provisions of Section 13-50.5-102(8), Colorado Revised Statutes, to the extent applicable to this Contract, the Contractor shall indemnify, defend, and hold harmless the District and each of its directors, employees, agents, and consultants, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities, of, by, or with respect to third parties ("Any Claims") to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the Contractor or any of its subcontractors, material suppliers, agents, representatives, or employees, or the agents, representatives, or employees of any subcontractors or material suppliers (collectively the "Contractor/Related Parties"), in connection with this Contract and/or the Contractor's Services hereunder, including, without limitation, Any Claims which cause or allow to continue a condition or event which deprives the District or any of its directors or employees of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., Colorado Revised Statutes. Provided, however, that the Contractor shall not be liable for any claim, loss, damage, injury, or liability arising out of the negligence, willful acts, or intentional torts of the District, its directors, employees, agents, and consultants.

The obligations of the indemnifications extended by the Contractor to the District under this Section shall survive termination or expiration of this Contract.

The Contractor will promptly defend any action or actions filed in connection with Any Claims and will pay all judgments, costs, and expenses, including legal costs and attorneys' fees incurred in connection with Any Claim. The District may protect its interest in defending against Any Claims by selecting its own counsel with legal costs and attorneys' fees paid for by the Contractor. The Contractor's defense, indemnification, and insurance obligations shall be to the fullest extent permitted by law and nothing in this Contract shall be construed as requiring the Contractor to defend in litigation, indemnify, or insure the District against liability for damage arising out of the death or bodily injury to persons or damage to property caused by the negligence or fault of the District or any

third party under the control or supervision of the District.

To the extent the terms of Section 13-50.5-102(8), Colorado Revised Statutes, are applicable to this Contract, the Contractor and the District hereby agree for the purposes of this Section that: (i) “the degree or percentage of negligence or fault attributable” to the Contractor/Related Parties as used in Section 13-50.5-102(8)(a), Colorado Revised Statutes, shall be conclusively determined by a trial court at the state level and (ii) the term “adjudication” used in Section 13-50.1-102(8)(c), Colorado Revised Statutes, shall mean a trial court order at the state level.

Insurance coverage requirements or limitations on damages specified in this Contract in no way lessen or limit the obligations of the Contractor under the terms of this Section. The Contractor shall obtain, at the Contractor’s own expense, additional insurance, if any, required to satisfy the terms of this Section.

6. INSURANCE.

6.1. General Requirements. The Contractor shall acquire and maintain in full force and effect, during the entire term of the Contract, including any extensions thereof, and at any time thereafter necessary to protect the District, its directors, employees, agents, consultants and the Contractor from claims that arise out of or result from the operations under this Contract by the Contractor or by a subcontractor or a vendor or anyone acting on their behalf or for which they may be liable, the coverages set forth in subsection 6.2. All insurance is to be placed with insurance carriers licensed in the State of Colorado with an A.M. Best and Company rating of no less than A-(X) or as otherwise accepted by the District. The District and its respective directors, officers, employees and agents shall be named as an additional insured as provided in subsection 6.3. The Contractor shall request its insurer to amend or endorse its insurance policy to provide that the insurer will give the District sixty (60) days written notice prior to the cancellation, non-renewal or material modification of any policy of insurance obtained to comply with this Section. In addition, Contractor shall immediately upon receipt provide the District a copy of any notice of cancellation, non-renewal or material modification of any policy of insurance obtained to comply with this Section.

6.2. Minimum Insurance Coverages.

6.2.1. Workers’ compensation insurance in accordance with applicable law, including employers’ liability with minimum limits of One Hundred Thousand Dollars (\$100,000.00) each accident, Five Hundred Thousand Dollars (\$500,000.00) Disease-Policy Limit, One Hundred Thousand Dollars (\$100,000.00) Disease each employee.

6.2.2. Commercial general liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage, each occurrence; Two Million Dollars (\$2,000,000.00) general aggregate, and One Million Dollars (\$1,000,000.00) products and completed operations aggregate. Coverage shall be on an ISO 1996 Form (CG 0001 or equivalent), include all major divisions of coverage and be on a comprehensive basis, including:

- a. Premises and operations;

- b. Personal injury liability;
- c. Contractual liability;
- d. Property damage;
- e. Products and completed operations;
- f. Independent contractors coverage;
- g. Explosion, collapse and underground (for contractors only);
- h. Contractors' limited pollution coverage (for contractors only); and
- i. Endorsement CG 2-503 or equivalent; general aggregate applies on a per project basis (for contractors only).

6.2.3. Commercial automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage, each accident covering owned, leased, hired, non-owned and employee non-owned vehicles used at the project site.

6.2.4. Professional liability coverage in the amount of One Million Dollars (\$1,000,000.00) each claim and in the aggregate covering the negligent acts or omissions of the Contractor and/or its subcontractors in the performance of the Services.

6.2.5. Excess liability coverage, beyond that of the general liability, automobile liability and employers liability coverages required herein, in the amount of at least Two Million Dollars (\$2,000,000.00) combined single limit bodily injury and property damage, each occurrence, and Four Million Dollars (\$4,000,000.00) in the aggregate. Separate aggregates need to be structured as found in the underlying coverages.

6.2.6. All coverages specified herein shall waive any right of subrogation against the District and its directors, officers and employees.

6.3. Additional Insured Parties. The District and its respective directors, officers, employees and agents shall be named as an additional insured on all policies (with the exception of workers' compensation insurance and professional liability coverage). Professional liability coverage shall be endorsed to include contractual liability coverage, insured contract coverage or similar coverage for the professional services performed under this Contract.

6.4. Certificates of Insurance. Prior to commencing any Services under the Contract, the Contractor shall provide the District with a certificate or certificates evidencing the coverages identified on the face of the certificate with the contract number for this Contract, the name of the project and a copy of the additional insured endorsement. If the Contractor subcontracts any portion(s) of the Services, such subcontractor(s) shall be required to furnish certificates evidencing workers' compensation and employers' liability insurance, commercial general liability insurance coverage and automobile liability insurance in amounts satisfactory to the District and the Contractor and containing the "additional insured," "waiver of subrogation" and "cancellation" conditions found in this Section. If the coverage required expires during the term of this Contract, the Contractor and its subcontractor(s) shall provide replacement certificate(s) evidencing the continuation of the required policies at least fifteen (15) days prior to expiration.

6.5. Additional Provisions. Each liability policy including, where required, umbrella/excess liability policy is to contain, or be endorsed to contain, the following:

6.5.1. The Contractor's insurance coverage shall be primary insurance with respect to the District and its directors, officers and employees. Any insurance maintained by the District or its directors, officers and employees shall be in excess of the Contractor's insurance and shall not contribute to it.

6.5.2. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to limits of liability.

6.6. Compliance with Reporting Provisions. The Contractor shall comply with reporting provisions or other conditions of the policies required herein, and a failure to do so constitutes a breach of this Contract. Any failure on the part of the Contractor to comply with reporting provisions or other conditions of the policies shall not affect the obligation of the Contractor to provide the required coverage to the District (and its directors, officers and employees).

6.7. Claims-Made Policies. If any policy is a claims-made policy, the policy shall provide the Contractor the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two (2) years. The Contractor agrees to purchase such an extended reporting period if needed to ensure continuity of coverage. The Contractor's failure to purchase such an extended reporting period as required by this Section shall not relieve it of any liability under this Contract. If the policy is a claims-made policy, the retroactive date of any such policy shall be not later than the date this Contract is executed by the parties hereto. If the Contractor purchases a subsequent claims-made policy in place of any prior claims-made policy, the retroactive date of such subsequent policy shall be no later than the date this Contract is executed by the parties hereto.

6.8. No Limitation on Other Obligations. The procuring of required policies of insurance shall not be construed to limit the Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract. The Contractor shall be solely responsible for any deductible losses under the policy.

6.9. Additional Risks and Hazards. If the District requests in writing that insurance for risks other than those described herein or for other special hazards be included in property insurance policies, the Contractor shall obtain such insurance, if available, in a form and for a cost approved by the District, and the cost thereof shall be charged to the District.

6.10. Subcontractors. If the Contractor subcontracts any portion(s) of the Services, the Contractor shall require that each subcontractor retained by the Contractor acquire and maintain insurance coverage as set forth in this Section 6. The Contractor shall require each subcontractor to provide to the Contractor insurance certificates and endorsements, including necessary updates to the same, demonstrating compliance with this Section 6. The Contractor shall retain all subcontractor insurance certificates and endorsements for the duration of the Contract. The Contractor shall, upon District request, submit them to the District for review or audit. Failure to acquire and maintain subcontractor insurance certificates is a material breach of this Contract.

7. **TERMINATION.**

7.1. Types of Termination.

7.1.1. Events of Default and Termination For Cause. The Contractor shall be immediately in default hereunder (an “Event of Default”) upon the occurrence of any of the events described below:

- a. Any breach of the terms and conditions of this Contract.
- b. Failure to perform the Services under this Contract, or significant delay or discontinuance of performance of the Services.
- c. Lack of financial responsibility (including failure to obtain and maintain insurance) for loss or damage to the District or its property.
- d. Dishonesty, embezzlement or false reporting of any material financial information, including but not limited to invoices.
- e. Insolvency, bankruptcy or commission of any act of bankruptcy or insolvency or assignment for the benefit of creditors.
- f. Any attempt by the Contractor to assign its performance of this Contract without the consent required by this Contract.
- g. Termination of any subcontract for any substantial Services without the prior written consent of the District.

In addition to any other rights provided herein, upon an Event of Default, the District shall have the right in its sole discretion to immediately terminate this Contract and further performance of the Services, in whole or in part, by delivery to the Contractor of written notice of termination specifying the extent of termination and the effective date of termination.

7.1.2. Termination for Convenience. In addition to any other rights provided herein, the District shall have the right in its sole discretion to terminate, upon thirty (30) days advance notice, for convenience, this Contract and further performance of the Services, in whole or in part, by delivery to the Contractor of written notice of termination specifying the extent of termination and the effective date of termination.

7.2. Any Other Remedies Allowed by Law. The District shall be entitled to any other remedies allowed by law in addition to the remedies provided in this Section.

7.3. Payment and Liabilities Upon Termination.

7.3.1. Termination For Cause. If an Event of Default has occurred, the Contractor shall be liable to the District for any actual damages for losses, including, but not limited to, any and all costs and expenses reasonably incurred by the District or any party acting on the District’s behalf in completing the Services or having the Services completed (excluding changes in the Services by the District following such Event of Default). The District shall determine the total cost of the Services satisfactorily performed by the Contractor prior to the

effective date of termination for cause. All reasonable damages, losses, costs and charges incurred by the District, including attorney's fees and costs, relating to obtaining and mobilizing another contractor, of completing the Services and of retaining another contractor's acceptance of full responsibility for all obligations of the Contractor under this Contract shall be deducted from any monies due or which may become due to the Contractor. The District shall determine the total amount due and shall notify the Contractor in writing of the amount the Contractor owes the District or the amount the District owes the Contractor.

7.3.2. Termination For Convenience. After termination for convenience, the Contractor shall submit a final termination settlement invoice to the District in a form and with a certification prescribed by the District. The Contractor shall submit the invoice promptly, but no later than thirty (30) days from the effective date of termination, unless extended in writing by the District upon written request of the Contractor within such thirty-day period. If the Contractor fails to submit the invoice within the time allowed, the District's payment obligations under this Contract shall be deemed satisfied and no further payment by the District to the Contractor shall be made.

7.4. Contractor's Obligations Upon Termination. After receipt of notice of termination, for cause or for convenience, and unless otherwise directed by the District, the Contractor shall immediately proceed as follows:

7.4.1. Stop work on the Services as specified in the notice of termination; and

7.4.2. Take any action that may be necessary, or that the District may direct, for the protection and preservation of the Services and property related to this Contract that is in the possession of the Contractor and in which the District has or may acquire an interest.

8. OWNERSHIP OF MATERIALS AND RISK OF LOSS.

All work product of the Contractor prepared pursuant to this Contract, including but not limited to all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall be, upon preparation, and remain the property of the District under all circumstances, whether or not the Services are completed. All work product shall be provided to the District at the time of completion of any of the discrete tasks specified herein or at the time of termination of this Contract, whichever event first occurs, and shall be provided to any subsequent owners only with the District's express permission. The Contractor shall maintain reproducible copies on file of any such work product involved in the Services for a period of five (5) years and shall make them available for the District's use and provide such copies to the District, upon request, at commercial printing rates. At any time, the District may obtain reproducible copies of the Contractor's work product by paying printing costs as set forth above.

9. CONTRACTOR'S TRADE SECRETS AND OPEN RECORDS REQUESTS.

9.1. Application of the Act. The Contractor acknowledges and agrees that all documents in the District's possession, including documents submitted by the Contractor, are subject to the provisions of the Colorado Open Records Act, Sections 24-72-200.1 *et seq.*, Colorado Revised

Statutes, and the Contractor acknowledges that the District shall abide by the Colorado Open Records Act, including honoring all proper public records requests made thereunder. The Contractor shall be responsible for all costs incurred in connection with any determinations required to be made by a court, pursuant to the Colorado Open Records Act. The Contractor is advised to contact legal counsel concerning such acts in application of the Colorado Open Records Act to the Contractor.

9.2. Confidential or Proprietary Materials. If the Contractor deems any document(s) which it submits to the District to be confidential, proprietary, or otherwise protected from disclosure under the Colorado Open Records Act, then it shall appropriately label such document(s), and submit such document to the District together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. This request will either be approved or denied by the District; however, the District will make a good-faith effort to accommodate all reasonable requests, subject to the provisions of the Colorado Open Records Act.

9.3. Stakeholder. In the event of litigation concerning the disclosure of any document(s) submitted by the Contractor to the District, the District's sole involvement will be as stakeholder retaining the document(s) until otherwise ordered by the court, and the Contractor shall be fully responsible for otherwise prosecuting or defending any actions concerning the document(s) at its sole expense and risk.

10. INDEPENDENT CONTRACTOR.

It is the express intention of the parties that the Contractor is not employed by the District but is an independent contractor. An agent or employee of Contractor shall never be or deemed to be an employee or agent of the District. The District is concerned only with the results to be obtained. **AS AN INDEPENDENT CONTRACTOR, THE CONTRACTOR ACKNOWLEDGES AND AGREES, PURSUANT TO SECTION 8-40-202(2)(b)(IV), C.R.S., THAT IT IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS AND THAT THE CONTRACTOR, AS AN INDEPENDENT CONTRACTOR, IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS CONTRACT RELATIONSHIP.**

11. ASSIGNMENT.

Neither the District nor the Contractor may assign this Contract or parts hereof or its rights hereunder without the express written consent of the other party.

12. SUBCONTRACTORS.

To the extent that the Contractor engages subcontractors to perform, or otherwise provide support to assist the Contractor to perform any portion of the Services performed under this Contract (each a "Permitted Subcontractor"), then: (a) the Contractor shall remain responsible for the services, tasks, functions and responsibilities performed by Permitted Subcontractors to the same extent as if such services, tasks, functions and responsibilities were performed directly by the Contractor and, for purposes of this Contract, such Services shall be deemed Services performed by the Contractor; (b) the Contractor shall cause such Permitted Subcontractors to

comply with the obligations and restrictions associated with the services, tasks, functions and responsibilities performed by such Permitted Subcontractors that are applicable to the Contractor under this Contract; and (c) the Contractor shall acquit its responsibilities as provided in subsection 6.10 of this Contract.

13. MISCELLANEOUS.

13.1. Time is of the Essence. The performance of the Services of the Contractor shall be undertaken and completed in accordance with this Contract and in such sequence as to assure its expeditious completion in light of the purposes of this Contract. It is agreed that time is of the essence in the performance of this Contract.

13.2. Notice. All notices must be in writing and (a) delivered personally, (b) sent by electronic mail, delivery receipt requested, (c) sent by United States certified mail, postage prepaid, return receipt requested (“US Mail”), or (d) placed in the custody of a nationally recognized overnight carrier for next day delivery (“Carrier”), and will be deemed given (i) when received, if delivered personally, (ii) on the day sent if sent during regular business hours (9 a.m. to 5 p.m.), otherwise on the next day at 9 a.m., if sent by electronic mail, (iii) 4 days after deposit, if sent by US Mail, or (iv) the next business day after deposited with a Carrier during business hours on a business day. All notices shall be delivered to the following addresses, or such other address as is provided by one party to the other in accordance with this section:

Bowles Metropolitan District
 c/o CliftonLarsonAllen LLP
 8390 East Crescent Parkway, Suite 300
 Greenwood Village, CO 80111
 Attn: Nicholas Carlson
 Email: Nicholas.Carlson@claconnect.com

With a copy to:

Icenogle Seaver Pogue, P.C.
 4725 South Monaco Street, Suite 360
 Denver, CO 80237
 Attn.: Alicia J. Corley
 Email: acorley@isp-law.com

Notices to Contractor:

Colorado Designscapes, Inc.
 15440 E. Fremont Dr.
 Centennial, CO 80112
 Attn: Ross Brown
 Email: rbrown@designscapes.org

13.3. Governmental Immunity. Nothing in this Contract or in any action taken by the

District pursuant to this Contract shall be construed to be a waiver, in whole or in part, of any right, privilege or protection afforded the District or its Board of Directors, officers, employees, servants, agents or authorized volunteers pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S.

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

13.5. Annual Appropriations. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The District's payment obligations hereunder are subject to annual appropriation. The District has appropriated sufficient funds for this Contract for the current fiscal year.

13.6. Entire Contract. This Contract constitutes the entire agreement between the parties and sets forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Contract are of no force and effect.

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

13.8. No Waiver. No waiver of any of the provisions of this Contract shall be deemed to constitute a waiver of any other of the provisions of this Contract, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

13.9. Choice of Law. This Contract and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Contract, are governed by and construed in accordance with the laws of the State of Colorado.

13.10. Venue. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Contract in any forum other than the state courts of the State of Colorado.

13.11. Binding Contract. This Contract shall inure to and be binding on the heirs, executors, administrators, successors and assigns of the parties hereto.

13.12. No Third Party Beneficiaries. This Contract is entered into for the sole benefit of the District and Contractor, and no other parties are intended to be direct or incidental beneficiaries of this Contract, and no third party shall have any right in, under or to this Contract.

13.13. Severability. If any term or provision of this Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Contract; provided, however, that if any fundamental term or provision of this Contract is invalid, illegal, or unenforceable, the remainder of this Contract shall be

unenforceable.

13.14. Rules of Construction. For purposes of this Contract, except as otherwise expressly provided or unless the context clearly requires otherwise (i) the terms defined herein include the plural as well as the singular and include any words based upon the root of such defined terms; (ii) words importing gender include all genders; (iii) the words “include,” “includes,” and “including” mean inclusion without limitation; (iv) the word “or” is not exclusive; (v) the words “herein,” “hereof,” and “hereunder,” and other words of similar import, refer to this Contract as a whole and not to any particular Section or other subdivision; and (vi) the headings in the Contract are for convenience only and shall not affect the interpretation of this Contract. Unless the context otherwise requires, reference herein to: (A) Sections and Additional Services refer to the Sections of this Contract and Additional Services made pursuant to this Contract, as applicable; (B) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (C) a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulation promulgated thereunder. This Contract shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

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

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

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have hereunto entered this Contract effective as of the date first written above.

CONTRACTOR:

COLORADO DESIGNSCAPES, INC. D/B/A
DESIGNSCAPES COLORADO INC

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

DISTRICT:

BOWLES METROPOLITAN DISTRICT

By: Timothy LaPan
Its: President

ATTEST:

By: _____
Its: _____

EXHIBIT A

SCOPE OF SERVICES

Contractor shall provide snow removal services within the District in the areas identified on the snow removal map included as Exhibit A-1 as needed as follows:

1. Preventive Measures: Contractor shall be responsible for keeping track of pending weather conditions and be prepared to mobilize the equipment and materials necessary to remove snow and apply de-icing and/or ice-melt per the map in Exhibit A-1, which also designates High Priority areas. Contractor will monitor snowfall using a variety of on-site and technological resources.

2. Snow Removal Services
 - a. Services will begin on the first snowfall in the fall and end after the last snowfall in the spring. Contractor will make best efforts to remove snow in the High Priority (See Exhibit A-1) areas between 7:00 and 9:00 a.m., and 2:00 and 4:00 pm. In any case, snow will be removed from High Priority areas first.
 - b. Snow Patrol: Contractor will monitor snowfall using a variety of on-site and technological resources.
 - c. Special snow clearing request is subject to a 2-hour minimum response time.
 - d. Contractor shall not be expected to service or be liable for any services during blizzard conditions or at times deemed to be a State of Emergency by the Governor of Colorado.
 - e. Clearing operations shall commence when snow accumulation reaches a depth of **2 inches** on sidewalks, crusher fine path, Port-o-let entrances, and **2 inches** or more from roadways, parking lots, and driveways in the District in accordance with the map attached as Exhibit A-1.
 - f. Contractor shall be responsible for understanding the property boundaries and limits of paving.
 - g. With proper snow staking, Contractor is responsible for damage as a result their operations and shall repair all damages at no cost to the District.

3. Procedures
 - a. Snow will be moved to turf landscape areas and/or designated parking stalls.
 - b. Where possible, snow will be piled in areas so as not to unreasonably obstruct pedestrian and vehicular traffic flow and parking.
 - c. Upon completion of snow plowing, Contractor will apply a natural chloride ice melt product to parking areas.
 - d. When ice accumulates on the walk areas (walk leading up to port-o-

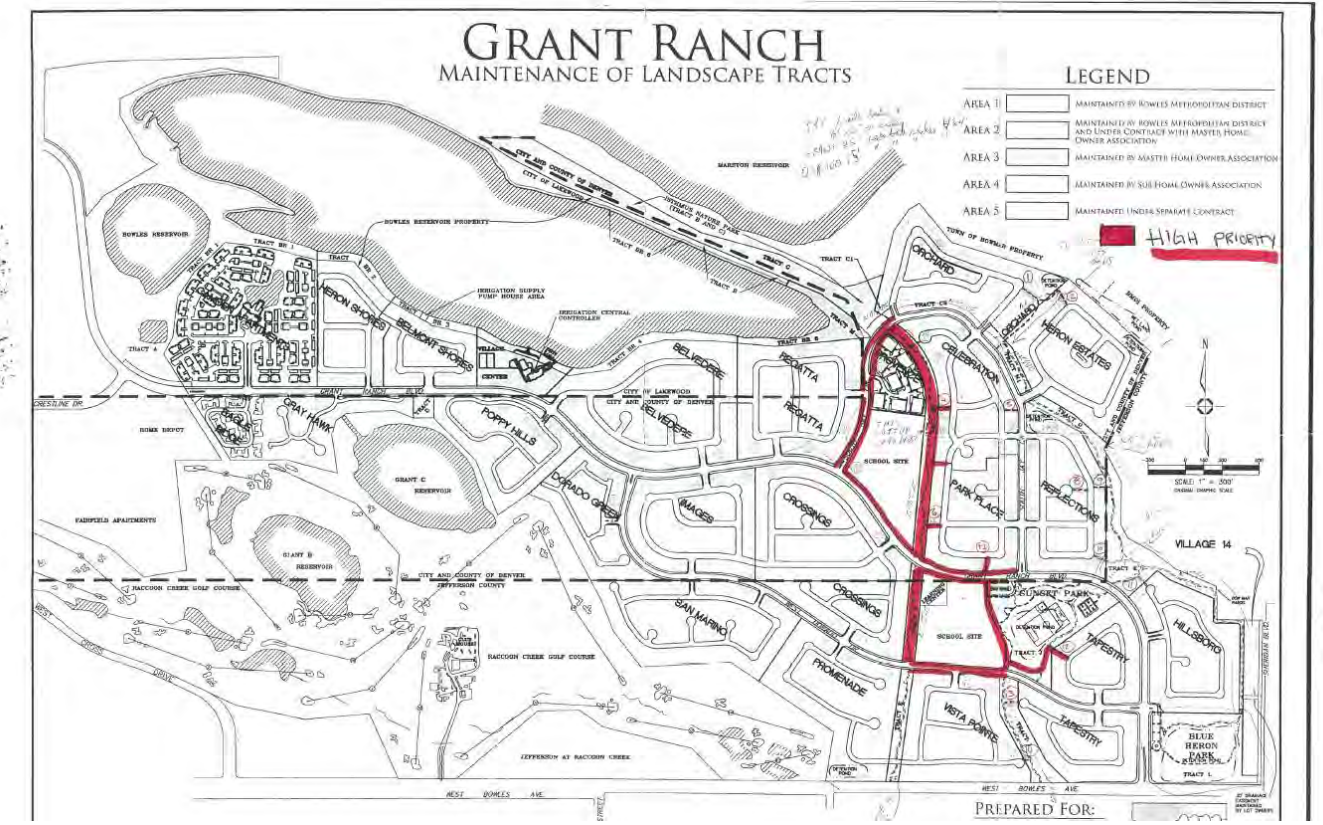
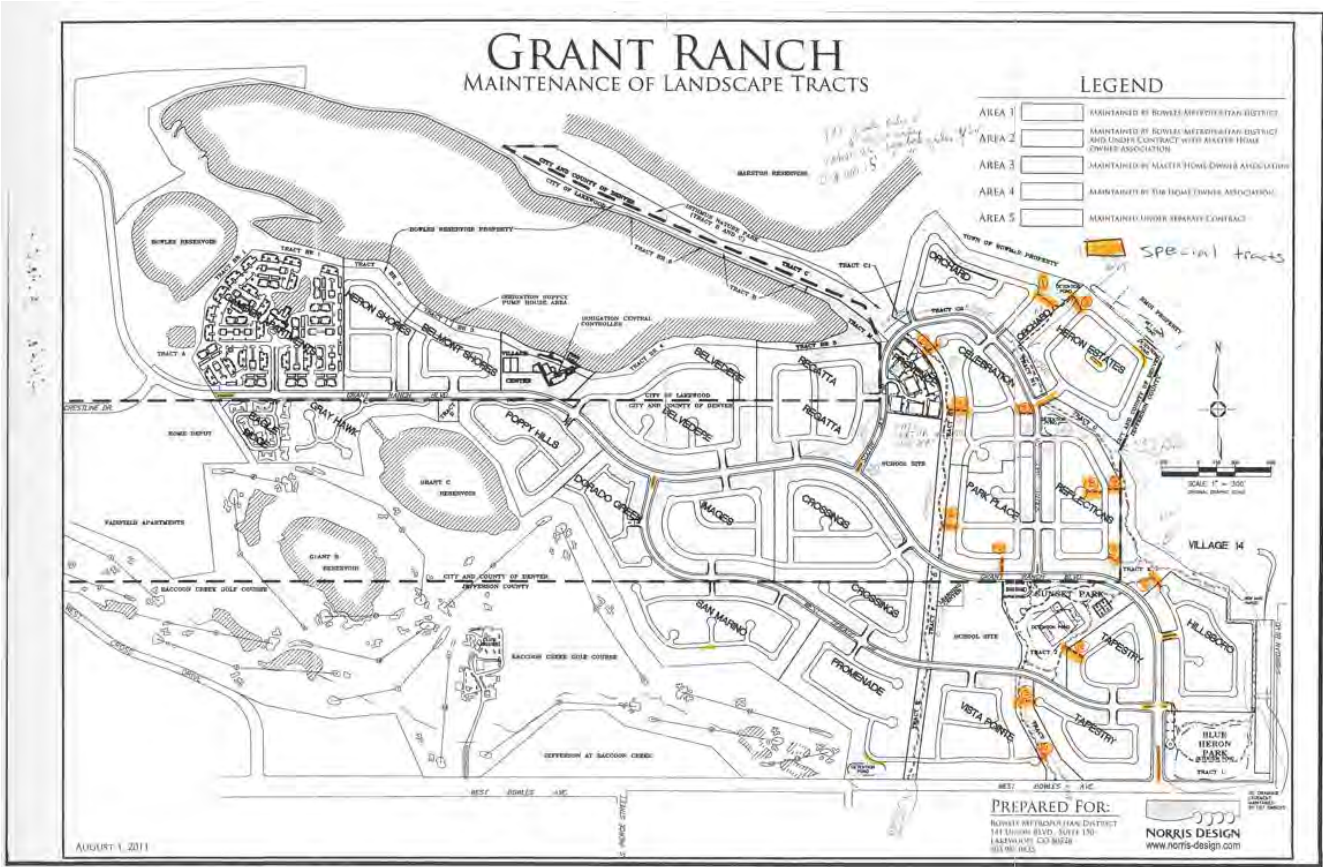
potty in Sunset and Blue Heron Parks, problem areas in tracts, and areas identified by the BMD) while ATV and truck plowing are being performed and after those services are complete, Contractor will apply a magnesium chloride ice melt.

- e. All de-icing products shall conform to CDOT specifications pertaining to type and application procedures.
- f. Hand operations may be suspended per weather conditions.

EXHIBIT A-1
SNOW REMOVAL MAPS

EXHIBIT A-4

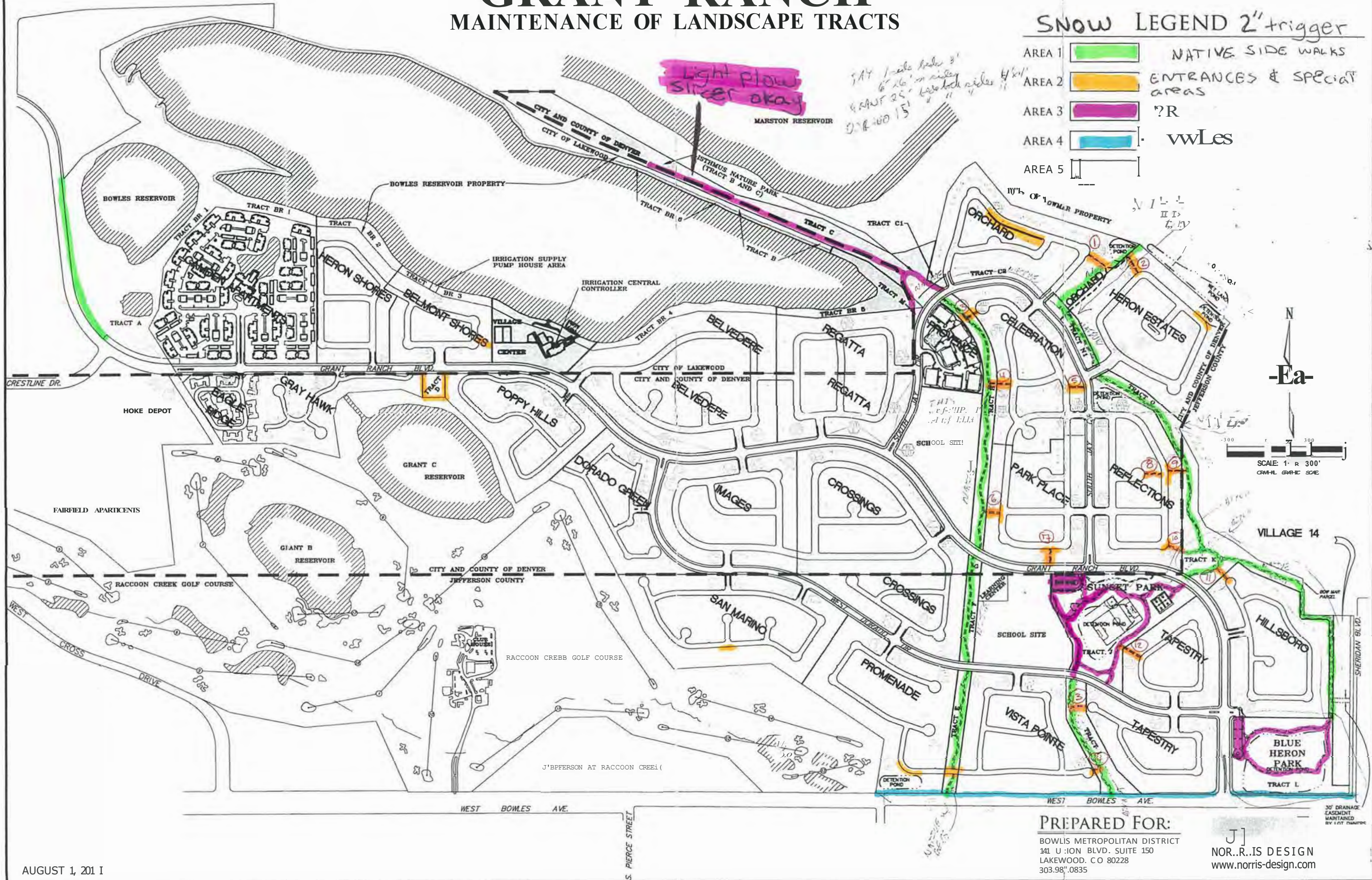
Snow Removal Maps



GRANT RANCH MAINTENANCE OF LANDSCAPE TRACTS

SNOW LEGEND 2" trigger

- AREA 1 NATIVE SIDE WALKS
- AREA 2 ENTRANCES & SPECIAL AREAS
- AREA 3 ?R
- AREA 4 vwLes
- AREA 5



347 1-mile bridge 3'
6" x 6" on bridge
GRANT 25' bridge deck
D.R. 100 15'

SCALE: 1" = 300'
GRAPHIC SCALE

PREPARED FOR:

BOWLES METROPOLITAN DISTRICT
141 UNION BLVD. SUITE 150
LAKEWOOD, CO 80228
303.981.0835

NORRIS DESIGN
www.norris-design.com

EXHIBIT B**SERVICES RATE SCHEDULE**

	LABOR/EQUIPMENT	MATERIALS
a) Mobilization Fee	\$100.00 Flat rate	N/A
b) 4x4 Truck w/ Blade	\$125.00 per hour	N/A
c) 4x4 Truck w/ Spreader	\$125.00 per hour	N/A
d) Semi End Dump	\$175.00 per hour	N/A
e) Dump Trucks	\$125.00 per hour	N/A
f) Front End Loader w/ blade	\$220.00 per hour	N/A
g) Skid Steer Loader w/ blade	\$185.00 per hour	N/A
h) Ice Slicer Mix	\$0.00 per hour	\$273/Yard
i) Magnesium Chloride	\$0.00 per hour	\$57/Bag
j) Snow-Blowers	\$85.00 per hour	N/A
k) Snow Removal Labor	\$77.00 per hour	N/A
l) A.T.V w/ Blade	\$95.00 per hour	N/A
m) Snow Stakes/Markers	\$0.00 per hour	\$10.00 /marker

Mobilization and de-mobilization time applies to the above fee schedule when plowing is not necessary.

****THERE WILL BE A 3% FEE APPLIED TO ALL CREDIT CARD PAYMENTS.**

HOLIDAY PAY: In the event snow removal operations are required between the hours of 12:00 midnight and 12:00 midnight of the following days: November 23 (Thanksgiving Day), December 25 (Christmas Day), January 1 (New Year's Day), April 1 (Easter Sunday) the above latter rate schedule of unit costs related to labor & equipment shall be doubled. Material costs will remain constant.

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

NEV

Plant Health Care (PHC) is a holistic view of the plant, its environment and its stressors. An ongoing PHC program takes a proactive approach to keeping your landscape **happy, healthy and green.**






PLANT HEALTH CARE

ANNUAL RENEWAL NOTICE

Enclosed you will find your **Annual Plant Health Care Program**. It has been customized specifically for your property to maximize the benefit of your landscape investment.

Prior Year services appear in the green section. **Additional** services we recommend to optimize the health of your property appear in the yellow section.

-  If you'd like to reschedule a **Prior Year** proposed service, please sign the proposal and return it to our office.
-  If you'd like to schedule a proposed **Additional** service, please accept it by checking the box and signing the proposal.
-  To continue service, sign one copy of this proposal and return it via email or mail.

NEW

MyDavey Portal: Manage Your Entire Davey Account Online!
Visit account.davey.com to get started & easily renew services.



Derek Fox
Sales Arborist
(303) 761-3052
Derek.Fox@davey.com

YOUR TREES OUR PASSION

Our difference is embodied in our dedication to earning industry-leading accreditation and certification and our drive to deliver an exceptional client experience to each and every client.

STAY IN TOUCH
WITH YOUR TREE DOCTOR



Call Our
Team



Send us
an Email



Visit us
Online



2024 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!

Satisfaction Guaranteed

With the DaveyCareSM Guarantee, if you are not satisfied with the care you received, we will work with you to resolve any potential service issues. Please visit our website for terms and conditions.

Quote number:	1372 / 30562748 / NEV
Quote date:	October 20 th , 2023
Contract number:	
Account number:	3884705
Please reply by:	November 29, 2023



Want to learn more
about your Annual PHC
Program Proposal?
Scan for Details

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

Mail To:

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

PRIOR YEAR'S SERVICES that should be performed again for 2024

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 contact our office in writing.

	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	\$572.00		\$572.00
Special 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>	February	\$7,405.00		\$7,405.00
Special 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>	February	\$1,168.00		\$1,168.00
Emerald Ash Borer Soil App <i>Systemic soil injection with imidicloprid for the following listed ***HOA Trees*** Ash trees to help protect from Emerald Ash Borer (EAB): 2 Bowles Ave, 160 GRB, 58 S Jay Cir, 42 Community entrance trees at Hillsboro, Bellevedere, Tapestry N, Promenade, Rfelctions N, Reflections S, Orchards W, Regatta N, 2 Village Center (approx 264 trees). (Spring once a year)</i>	Feb - Apr	\$13,134.00		\$13,134.00
Emerald Ash Borer Soil App <i>Systemic soil injection with imidicloprid for the following listed ***Bowles Metro Trees*** Ash trees to help protect from Emerald Ash Borer (EAB): 36 Blue Heron Park, 5 Sunset Park, 4 Vista Park, 10 Isthmus Park, 29 Tract K, 3 Tract O, 1 Tract N1, 5 Orchards street trees along fence, 9 Tract C2, 3 Tract E, 7 Tract I, 1 @ 5488 S Gray St (Cut out from S Jay to Celebrations) (approx 113 trees). (Spring once a year)</i>	Feb - Apr	\$7,442.00		\$7,442.00
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	\$2,795.00		\$2,795.00
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	\$657.00		\$657.00
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	\$728.00		\$728.00
Kermes Scale - Fall <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	\$2,163.00		\$2,163.00

Continued on next page...



2024 Annual Plant Health Care Program
 BOWLES METRO DISTRICT
 7255 W GRANT RANCH BLVD
 LITTLETON, CO 80123-0813

Quote number: 1372 / 30562748 / NEV
Quote date: October 20, 2023
Contract number:
Account number: 3884705
Please reply by: November 29, 2023

Continued from previous page...

PRIOR YEAR'S SERVICES that should be performed again for 2024 (continued)

	<u>Service Period</u>	<u>Price</u>	<u>Sales Tax</u>	<u>Total Price</u>
Fertilization/SoilCare 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	\$16,025.00		\$16,025.00
Total Investment		\$52,089.00	\$0.00	\$52,089.00

ADDITIONAL SERVICES that will benefit your property for 2024

We recommend these additional services but will not perform them without your approval. If you wish us to provide any of these additional services, please check the box alongside the service(s), sign and return one copy of this contract.

	<u>Service Period</u>	<u>Price</u>	<u>Sales Tax</u>	<u>Total Price</u>
<input type="checkbox"/> Plant Health Care Emerald Ash Borer-2yr cycle <i>Triage trunk injection for the following listed ***HOA Trees*** Ash trees to help protect from Emerald Ash Borer (EAB): 2 Bowles Ave, 160 GRB, 58 S Jay Cir, 42 Community entrance trees at Hillsboro, Bellevedere, Tapestry N, Promenade, Reflections N, Reflections S, Orchards W, Regatta N, 2 Village Center (approx 264 trees). (Application is after leaf out and done once every 2 years. ***Some trees smaller than 8 inch diameter cannot be treated***)</i>	May - Jun	\$31,245.00		\$31,245.00
<input type="checkbox"/> Emerald Ash Borer-2yr cycle <i>Triage trunk injection for the following listed ***Bowles Metro Trees*** Ash trees to help protect from Emerald Ash Borer (EAB): 36 Blue Heron Park, 5 Sunset Park, 4 Vista Park, 10 Isthmus Park, 29 Tract K, 3 Tract O, 1 Tract N1, 5 Orchards street trees along fence, 9 Tract C2, 3 Tract E, 7 Tract I, 1 @ 5488 S Gray St (Cut out from S Jay to Celebrations) (approx 113 trees). (Application is after leaf out and done once every 2 years. ***Some trees smaller than 8 inch diameter cannot be treated***)</i>	May - Jun	\$13,175.00		\$13,175.00
Total Investment		\$44,420.00	\$0.00	\$44,420.00

Commercial Applicators are licensed by the Colorado Department of Agriculture

The Davey Tree Expert Company **Phone:** (303) 761-3052 **Arborist** Cert TreeCare Safety Prof 02769
 4450 S. Windermere St **Fax:** (303) 761-3089 **Credentials:**
 Englewood, CO 80110-5540

Your Arborist: <p align="center">Derek Fox Derek.Fox@davey.com</p> Authorizing Client's Signature: _____ Date: _____	Pre-Service Call First Request: <input type="checkbox"/> Do not call first, do the work as scheduled (this is our default). <input type="checkbox"/> Call first, please leave a message <input type="checkbox"/> Call first, verbal confirmation required <input type="checkbox"/> Email an alert, do the work as scheduled <input type="checkbox"/> Please contact me regarding: _____ 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.	Please confirm the contact information we have on file: Home Phone: (303) 265-7998 Work Phone: Mobile Phone: Email: AcctPayColo@clacconnect.com
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Terms and Conditions

Client Care Guarantee

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

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 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 insect and disease, greater tolerance to drought stress, increased vigor, 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 spot-applied during the active growing periods of the year. It is not broadcast over the entire lawn. 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 chinchbugs, 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.



2024 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!

Satisfaction Guaranteed

With the DaveyCareSM Guarantee, if you are not satisfied with the care you received, we will work with you to resolve any potential service issues. Please visit our website for terms and conditions.

Quote number:	1372 / 30562748 / NEV
Quote date:	October 20 th , 2023
Contract number:	
Account number:	3884705
Please reply by:	November 29, 2023



Want to learn more about your Annual PHC Program Proposal?
Scan for Details

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

Mail To:

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

PRIOR YEAR'S SERVICES that should be performed again for 2024

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 contact our office in writing.

	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	\$572.00		\$572.00
Special 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>	February	\$7,405.00		\$7,405.00
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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	\$2,795.00		\$2,795.00
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	\$657.00		\$657.00
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	\$728.00		\$728.00
Kermes Scale - Fall <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	\$2,163.00		\$2,163.00

Continued on next page...



2024 Annual Plant Health Care Program
 BOWLES METRO DISTRICT
 7255 W GRANT RANCH BLVD
 LITTLETON, CO 80123-0813

Quote number: 1372 / 30562748 / NEV
Quote date: October 20, 2023
Contract number:
Account number: 3884705
Please reply by: November 29, 2023

Continued from previous page...

PRIOR YEAR'S SERVICES that should be performed again for 2024 (continued)

	Service Period	Price	Sales Tax	Total Price
Fertilization/SoilCare				
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	\$16,025.00		\$16,025.00
Total Investment		\$52,089.00	\$0.00	\$52,089.00

ADDITIONAL SERVICES that will benefit your property for 2024

We recommend these additional services but will not perform them without your approval. If you wish us to provide any of these additional services, please check the box alongside the service(s), sign and return one copy of this contract.

	Service Period	Price	Sales Tax	Total Price
Plant Health Care				
<input type="checkbox"/> Emerald Ash Borer-2yr cycle <i>Triage trunk injection for the following listed ***HOA Trees*** Ash trees to help protect from Emerald Ash Borer (EAB): 2 Bowles Ave, 160 GRB, 58 S Jay Cir, 42 Community entrance trees at Hillsboro, Bellevedere, Tapestry N, Promenade, Reflections N, Reflections S, Orchards W, Regatta N, 2 Village Center (approx 264 trees). (Application is after leaf out and done once every 2 years. ***Some trees smaller than 8 inch diameter cannot be treated***)</i>	May - Jun	\$31,245.00		\$31,245.00
<input type="checkbox"/> Emerald Ash Borer-2yr cycle <i>Triage trunk injection for the following listed ***Bowles Metro Trees*** Ash trees to help protect from Emerald Ash Borer (EAB): 36 Blue Heron Park, 5 Sunset Park, 4 Vista Park, 10 Isthmus Park, 29 Tract K, 3 Tract O, 1 Tract N1, 5 Orchards street trees along fence, 9 Tract C2, 3 Tract E, 7 Tract I, 1 @ 5488 S Gray St (Cut out from S Jay to Celebrations) (approx 113 trees). (Application is after leaf out and done once every 2 years. ***Some trees smaller than 8 inch diameter cannot be treated***)</i>	May - Jun	\$13,175.00		\$13,175.00
Total Investment		\$44,420.00	\$0.00	\$44,420.00

Commercial Applicators are licensed by the Colorado Department of Agriculture

The Davey Tree Expert Company Phone: (303) 761-3052 Arborist Cert TreeCare Safety Prof 02769
 4450 S. Windermere St Fax: (303) 761-3089 Credentials:

Your Arborist:	Derek Fox Derek.Fox@davey.com	Pre-Service Call First Request:	
Authorizing Client's Signature:	_____	<input type="checkbox"/> Do not call first, do the work as scheduled (this is our default).	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, please leave a message	
		<input type="checkbox"/> Call first, verbal confirmation required	
		<input type="checkbox"/> Email an alert, do the work as scheduled	
		<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

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

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 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 insect and disease, greater tolerance to drought stress, increased vigor, 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 spot-applied during the active growing periods of the year. It is not broadcast over the entire lawn. 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 chinchbugs, 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.

**BOWLES METROPOLITAN DISTRICT
2024 POND AND WATER QUALITY MANAGEMENT TASK ORDER SERVICES
CONTRACT**

This **2024 POND WATER QUALITY MANAGEMENT TASK ORDER SERVICES CONTRACT** (“Contract”) is entered into effective as of January 1, 2024, by and between **BOWLES METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado organized pursuant to Title 32 of the Colorado Revised Statutes (the “District”), and **ECORESOURCE SOLUTIONS, INC.**, a Colorado corporation (the “Contractor”).

RECITALS

WHEREAS, the District was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities and improvements in accordance with its approved service plan; and

WHEREAS, pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts affecting its affairs; and

WHEREAS, the District has determined that it requires the performance of various pond and water quality management services; and

WHEREAS, the District desires to engage the Contractor to render these services; and

WHEREAS, the Contractor desires to render said services; and

WHEREAS, the parties desire to enter into this Contract to establish the terms and conditions by which the Contractor shall provide the services to the District.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES/TASK ORDERS.

The Contractor may be requested by the District from time to time to provide water quality management services of the general nature detailed in the “Scope of Services,” attached hereto and incorporated herein as **Exhibit A**, in accordance with this Contract. The District and the Contractor may mutually agree in writing, from time to time, to have the Contractor provide water quality management services to the District by entering into a “Task Order,” in the form attached hereto as Exhibit B, each of which shall be attached hereto and incorporated herein as **Exhibit B** and shall be governed by the provisions of this Contract (the “Services”). Nothing but a written Task Order signed by both parties shall bind the District. Each Task Order shall include the following information: a description of the Services, the fees to be charged by and paid to the Contractor for

the Services, the term of the Task Order (including the commencement and completion dates), and any other terms mutually agreed to by the parties. The Contractor, at its sole cost and expense, shall provide all of the services, management, supervision, labor, materials, administrative support, supplies, and other equipment necessary for completing the Services detailed in each Task Order. In the event of inconsistency between this Contract and a Task Order, this Contract will govern as to the inconsistent matter(s). Unless otherwise agreed, by the parties, Services conducted on a time and materials basis shall be at the rates attached hereto and incorporated herein as **Exhibit C**, if any.

2. COMPENSATION.

2.1. Compensation for Services. The District shall compensate the Contractor for all labor, equipment, and material necessary to provide the Services, subject to the District's annual appropriations and in accordance with and subject to all of the conditions in this Contract as provided in the applicable Task Order(s); provided, however, the compensation amount for all Services performed under this Contract shall not exceed One Hundred Thousand Dollars (\$100,000) (the "Compensation"). The Compensation is inclusive of all reimbursable expenses and shall not be exceed without written authorization of the District.

2.2. Payments. The Contractor shall submit monthly invoices to the District for Services satisfactorily performed during each month of the term of this Contract. The District's approval of invoices shall be a condition of payment. All invoices shall be addressed to the District as follows: Bowles Metropolitan District, c/o CliftonLarsonAllen LLP, 8390 East Crescent Parkway, Suite 300, Greenwood Village, Colorado 80111, Attn: Nicholas Carlson, Email: Nicholas.Carlson@clacconnect.com.

2.3.1. Requirements for Payment.

a. Invoices. The Contractor's invoices shall be in a format acceptable to the District, shall be supported by cost information in such detail as may be required by the District and shall be sufficient to substantiate all items for a proper audit and post audit thereof.

b. Invoice Documentation. With each invoice, the Contractor shall submit a progress report providing the following: (1) a detailed description of the Services performed; (2) the name of the person who performed the Services; (3) the date and time when the Services were performed; (4) the results achieved; (5) receipts which document direct costs reflected in the invoice; (6) the status of deliverables; and (7) a certification that the Contractor is current in payment of all employees and subcontractors and vendors and, if not current, a description of the non-current items and reasons for such.

2.3.2. Unsatisfactory Invoices or Services. The District may return to the Contractor for revision of unsatisfactory invoices and may withhold payment thereof. The District may withhold payment for Services which are not completed as scheduled, or which are completed unsatisfactorily, until completed satisfactorily and may deny payment

for such Services upon termination of this Contract.

2.3.3. Right of Set-off. Without prejudice to any other right or remedy it may have, the District reserves the right to set off at any time any amount owing to it by the Contractor against any amount payable by the District to the Contractor under this Contract.

2.4. Time of Payments. The District shall render payment to the Contractor within thirty (30) days of receipt of the invoice for all approved invoiced Services not previously invoiced and which were performed no more than forty-five (45) days prior to the District's receipt of the invoice.

2.5. In compliance with Section 24-91-103.6, Colorado Revised Statutes, the following statements are included in this Contract:

2.5.1. The District has appropriated an amount of money equal to or in excess of the contract amount for the Services to be performed under this Contract.

2.5.2. The District is prohibited from issuing any change order or other form of order or directive requiring additional compensable work to be performed by the Contractor, if such directive causes the aggregate amount under the Contract to exceed the amount appropriated for the original Contract, unless the Contractor is given written assurance by the District that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision in the Contract. "Remedy-granting provision" means any contract clause which permits additional compensation in the event that a specific contingency or event occurs. Such term shall include, but not be limited to change clauses, differing site conditions clauses, variation in quantities clauses, and termination clauses.

2.5.3. Any form of order or directive issued by the District requiring additional compensable work to be performed by the Contractor shall be deemed to include a clause that requires the District to reimburse the Contractor for the Contractor's costs on a periodic basis for all additional directed work performed until such time as a change order is finalized. Provided, however, that in no instance shall the periodic reimbursement be required before the Contractor has submitted an estimate of cost to the District for the additional compensable work to be performed.

3. TERM.

The Contractor shall commence the Services when the District gives the Contractor notice to proceed for each applicable Task Order. The Contractor shall complete all Services as provided in the applicable Task Order. The term of this Contract shall commence on the Effective Date and shall terminate on December 31, 2024, or by the exercise of the termination provisions specified herein, whichever occurs first.

4. GENERAL PROVISIONS/REPRESENTATIONS.

4.1. Inspections/Services. The Contractor has familiarized itself with the nature and extent of the Contract, Task Orders, and the proposed Services. To the extent the Contractor deems necessary, the Contractor has inspected the sites and all surrounding locations whereupon it may be called to perform its obligations under this Contract and is familiar with the requirements of the Services and accepts them for such performance.

4.2. Good Standing. The Contractor is validly organized and exists in good standing under the laws of the State of Colorado and has all requisite power to own its properties and assets and to carry on its business as now conducted or proposed to be conducted and it is duly qualified, registered to do business and in good standing in the State of Colorado.

4.3. Professional Standards. The Contractor will perform all Services in accordance with generally accepted standards of care, skill, diligence and professional competence applicable to contractors engaged in the Denver metropolitan area in providing similar services at the time and place that services are rendered.

4.4. Performance During Term. The Contractor will begin providing the Services on the first day of the term of this Contract and will thereafter continually and diligently perform the Services throughout the term of this Contract

4.5. Compliance with the Law. The Contractor will, at its own expense, throughout the term of this Contract, comply with all federal, state, and local laws, statutes, ordinances, codes, guidelines, court rulings and orders of all governmental authorities applicable to services performed by the Contractor under this Contract, including but not limited to employee safety.

4.6. Personnel. The Contractor represents that all of its personnel who will perform any Services under this Contract have received the information, instructions and training required to provide such Services, including training to prevent harm to such personnel, residence and members of the public who may be in the vicinity.

4.7. Licenses. The Contractor represents that the Contractor and its personnel have all licenses required by applicable law to perform the Services required by this Contract and will, at Contractor's expense, maintain such licenses throughout the term of this Contract.

4.8. Mechanics' and Materialmen's Liens. The Contractor will (i) make timely payments to Contractor's employees, subcontractors and/or suppliers, and (ii) be responsible for satisfaction of any liens and encumbrances which are filed or asserted against the District and/or its property, which liens result from the Services performed by the Contractor under this Contract. If any lien is filed claiming by, through or under the Contractor or the Services performed by the Contractor, the Contractor will cause such lien to be discharged or bonded within ten (10) days after its filing. If the Contractor fails to cause such lien to be discharged or bonded within such ten (10) day period, the District, in addition to any other available remedy, may bond or discharge the lien and, at the District's discretion, deduct its costs incurred, including attorneys' fees and interest at the rate of twelve (12%) percent per annum from the dates incurred, from any payments due the

Contractor or invoice the Contractor for the amounts paid.

4.9. Authorized Execution. The execution, delivery and performance of this Contract and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not require any further consent or approval of the board of directors or any shareholders of the Contractor or any other person which has not been obtained.

5. INDEMNIFICATION.

Subject to the provisions of Section 13-50.5-102(8), Colorado Revised Statutes, to the extent applicable to this Contract, the Contractor shall indemnify, defend, and hold harmless the District and each of its directors, employees, agents, and consultants, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities, of, by, or with respect to third parties ("Any Claims") to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the Contractor or any of its subcontractors, material suppliers, agents, representatives, or employees, or the agents, representatives, or employees of any subcontractors or material suppliers (collectively the "Contractor/Related Parties"), in connection with this Contract and/or the Contractor's Services hereunder, including, without limitation, Any Claims which cause or allow to continue a condition or event which deprives the District or any of its directors or employees of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., Colorado Revised Statutes. Provided, however, that the Contractor shall not be liable for any claim, loss, damage, injury, or liability arising out of the negligence, willful acts, or intentional torts of the District, its directors, employees, agents, and consultants.

The obligations of the indemnifications extended by the Contractor to the District under this Section shall survive termination or expiration of this Contract.

The Contractor will promptly defend any action or actions filed in connection with Any Claims and will pay all judgments, costs, and expenses, including legal costs and attorneys' fees incurred in connection with Any Claim. The District may protect its interest in defending against Any Claims by selecting its own counsel with legal costs and attorneys' fees paid for by the Contractor. The Contractor's defense, indemnification, and insurance obligations shall be to the fullest extent permitted by law and nothing in this Contract shall be construed as requiring the Contractor to defend in litigation, indemnify, or insure the District against liability for damage arising out of the death or bodily injury to persons or damage to property caused by the negligence or fault of the District or any third party under the control or supervision of the District.

To the extent the terms of Section 13-50.5-102(8), Colorado Revised Statutes, are applicable to this Contract, the Contractor and the District hereby agree for the purposes of this Section that: (i) "the degree or percentage of negligence or fault attributable" to the Contractor/Related Parties as used in Section 13-50.5-102(8)(a), Colorado Revised Statutes, shall be conclusively determined by a trial court at the state or federal level and (ii) the term "adjudication" used in Section 13-50.1-102(8)(c), Colorado Revised Statutes, shall mean a trial court order at the state or a federal level.

Insurance coverage requirements or limitations on damages specified in this Contract in no way lessen or limit the obligations of the Contractor under the terms of this Section. The Contractor shall obtain, at the Contractor's own expense, additional insurance, if any, required to satisfy the terms of this Section.

6. INSURANCE.

6.1. General Requirements. The Contractor shall acquire and maintain in full force and effect, during the entire term of the Contract, including any extensions thereof, and at any time thereafter necessary to protect the District, its directors, employees, agents, consultants and the Contractor from claims that arise out of or result from the operations under this Contract by the Contractor or by a subcontractor or a vendor or anyone acting on their behalf or for which they may be liable, the coverages set forth in subsection 6.2. All insurance is to be placed with insurance carriers licensed in the State of Colorado with an A.M. Best and Company rating of no less than A-(X) or as otherwise accepted by the District. The District and its respective directors, officers, employees and agents shall be named as an additional insured as provided in subsection 6.3. The Contractor shall request its insurer to amend or endorse its insurance policy to provide that the insurer will give the District sixty (60) days written notice prior to the cancellation, non-renewal or material modification of any policy of insurance obtained to comply with this Section. In addition, Contractor shall immediately upon receipt provide the District a copy of any notice of cancellation, non-renewal or material modification of any policy of insurance obtained to comply with this Section.

6.2. Minimum Insurance Coverages.

6.2.1. Workers' compensation insurance in accordance with applicable law, including employers' liability with minimum limits of One Hundred Thousand Dollars (\$100,000.00) each accident, Five Hundred Thousand Dollars (\$500,000.00) Disease-Policy Limit, One Hundred Thousand Dollars (\$100,000.00) Disease each employee.

6.2.2. Commercial general liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage, each occurrence; Two Million Dollars (\$2,000,000.00) general aggregate, and One Million Dollars (\$1,000,000.00) products and completed operations aggregate. Coverage shall be on an ISO 1996 Form (CG 0001 or equivalent), include all major divisions of coverage and be on a comprehensive basis, including:

- a. Premises and operations;
- b. Personal injury liability;
- c. Contractual liability;
- d. Property damage;
- e. Products and completed operations;
- f. Independent contractors coverage;
- g. Explosion, collapse and underground (for contractors only);
- h. Contractors' limited pollution coverage (for contractors only); and
- i. Endorsement CG 2-503 or equivalent; general aggregate applies on a per project basis (for contractors only).

6.2.3. Commercial automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage, each accident covering owned, leased, hired, non-owned and employee non-owned vehicles used at the project site.

6.2.4. Professional liability coverage in the amount of One Million Dollars (\$1,000,000.00) each claim and in the aggregate covering the negligent acts or omissions of the Contractor and/or its subcontractors in the performance of the Services.

6.2.5. Excess liability coverage, beyond that of the general liability, automobile liability and employers liability coverages required herein, in the amount of at least Two Million Dollars (\$2,000,000.00) combined single limit bodily injury and property damage, each occurrence, and Four Million Dollars (\$4,000,000.00) in the aggregate. Separate aggregates need to be structured as found in the underlying coverages.

6.2.6. All coverages specified herein shall waive any right of subrogation against the District and its directors, officers and employees.

6.3. Additional Insured Parties. The District and its respective directors, officers, employees and agents shall be named as an additional insured on all policies (with the exception of workers' compensation insurance and professional liability coverage). Professional liability coverage shall be endorsed to include contractual liability coverage, insured contract coverage or similar coverage for the professional services performed under this Contract.

6.4. Certificates of Insurance. Prior to commencing any Services under the Contract, the Contractor shall provide the District with a certificate or certificates evidencing the coverages identified on the face of the certificate with the contract number for this Contract, the name of the project and a copy of the additional insured endorsement. If the Contractor subcontracts any portion(s) of the Services, such subcontractor(s) shall be required to furnish certificates evidencing workers' compensation and employers' liability insurance, commercial general liability insurance coverage and automobile liability insurance in amounts satisfactory to the District and the Contractor and containing the "additional insured," "waiver of subrogation" and "cancellation" conditions found in this Section. If the coverage required expires during the term of this Contract, the Contractor and its subcontractor(s) shall provide replacement certificate(s) evidencing the continuation of the required policies at least fifteen (15) days prior to expiration.

6.5. Additional Provisions. Each liability policy including, where required, umbrella/excess liability policy is to contain, or be endorsed to contain, the following:

6.5.1. The Contractor's insurance coverage shall be primary insurance with respect to the District and its directors, officers and employees. Any insurance maintained by the District or its directors, officers and employees shall be in excess of the Contractor's insurance and shall not contribute to it.

6.5.2. The Contractor's insurance shall apply separately to each insured against

whom a claim is made or suit is brought, except with respect to limits of liability.

6.6. Compliance with Reporting Provisions. The Contractor shall comply with reporting provisions or other conditions of the policies required herein, and a failure to do so constitutes a breach of this Contract. Any failure on the part of the Contractor to comply with reporting provisions or other conditions of the policies shall not affect the obligation of the Contractor to provide the required coverage to the District (and its directors, officers and employees).

6.7. Claims-Made Policies. If any policy is a claims-made policy, the policy shall provide the Contractor the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two (2) years. The Contractor agrees to purchase such an extended reporting period if needed to ensure continuity of coverage. The Contractor's failure to purchase such an extended reporting period as required by this Section shall not relieve it of any liability under this Contract. If the policy is a claims-made policy, the retroactive date of any such policy shall be not later than the date this Contract is executed by the parties hereto. If the Contractor purchases a subsequent claims-made policy in place of any prior claims-made policy, the retroactive date of such subsequent policy shall be no later than the date this Contract is executed by the parties hereto.

6.8. No Limitation on Other Obligations. The procuring of required policies of insurance shall not be construed to limit the Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract. The Contractor shall be solely responsible for any deductible losses under the policy.

6.9. Additional Risks and Hazards. If the District requests in writing that insurance for risks other than those described herein or for other special hazards be included in property insurance policies, the Contractor shall obtain such insurance, if available, in a form and for a cost approved by the District, and the cost thereof shall be charged to the District.

6.10. Subcontractors. If the Contractor subcontracts any portion(s) of the Services, the Contractor shall require that each subcontractor retained by the Contractor acquire and maintain insurance coverage as set forth in this Section 6. The Contractor shall require each subcontractor to provide to the Contractor insurance certificates and endorsements, including necessary updates to the same, demonstrating compliance with this Section 6. The Contractor shall retain all subcontractor insurance certificates and endorsements for the duration of the Contract. The Contractor shall, upon District request, submit them to the District for review or audit. Failure to acquire and maintain subcontractor insurance certificates is a material breach of this Contract.

6.11. No District Duty to Verify or Review. Nothing in the Contract shall impose upon the District any duty or obligation to verify the existence or adequacy of the insurance coverages maintained by the Contractor and the District shall not be responsible for any representations or warranties made by or on behalf of the Contractor to any insurance company or insurance underwriter.

7. TERMINATION.

7.1. Types of Termination.

7.1.1. Events of Default and Termination For Cause. The Contractor shall be immediately in default hereunder (an “Event of Default”) upon the occurrence of any of the events described below:

- a. Any breach of the terms and conditions of this Contract.
- b. Failure to perform the Services under this Contract, or significant delay or discontinuance of performance of the Services.
- c. Lack of financial responsibility (including failure to obtain and maintain insurance) for loss or damage to the District or its property.
- d. Dishonesty, embezzlement or false reporting of any material financial information, including but not limited to invoices.
- e. Insolvency, bankruptcy or commission of any act of bankruptcy or insolvency or assignment for the benefit of creditors.
- f. Any attempt by the Contractor to assign its performance of this Contract without the consent required by this Contract.
- g. Termination of any subcontract for any substantial Services without the prior written consent of the District.

In addition to any other rights provided herein, upon an Event of Default, the District shall have the right in its sole discretion to immediately terminate this Contract and further performance of the Services, in whole or in part, by delivery to the Contractor of written notice of termination specifying the extent of termination and the effective date of termination.

7.1.2. Termination For Convenience. In addition to any other rights provided herein, the District shall have the right in its sole discretion to terminate, upon thirty (30) days advance notice, for convenience, this Contract and further performance of the Services, in whole or in part, by delivery to the Contractor of written notice of termination specifying the extent of termination and the effective date of termination.

7.2. Any Other Remedies Allowed by Law. The District shall be entitled to any other remedies allowed by law in addition to the remedies provided in this Section.

7.3. Payment and Liabilities Upon Termination.

7.3.1. Termination for Cause. If an Event of Default has occurred, the Contractor shall be liable to the District for any actual damages for losses, including, but not limited to, any and all costs and expenses reasonably incurred by the District or any party acting on the District’s behalf in completing the Services or having the Services completed (excluding changes in the Services by the District following such Event of Default). The District shall determine the total cost of the Services satisfactorily performed by the Contractor prior to the effective date of termination for cause. All reasonable damages, losses, costs and charges

incurred by the District, including attorney's fees and costs, relating to obtaining and mobilizing another contractor, of completing the Services and of retaining another contractor's acceptance of full responsibility for all obligations of the Contractor under this Contract shall be deducted from any monies due or which may become due to the Contractor. The District shall determine the total amount due and shall notify the Contractor in writing of the amount the Contractor owes the District or the amount the District owes the Contractor.

7.3.2. Termination For Convenience. After termination not for cause, the Contractor shall submit a final termination settlement invoice to the District in a form and with a certification prescribed by the District. The Contractor shall submit the invoice promptly, but no later than thirty (30) days from the effective date of termination, unless extended in writing by the District upon written request of the Contractor within such thirty-day period. If the Contractor fails to submit the invoice within the time allowed, the District's payment obligations under this Contract shall be deemed satisfied and no further payment by the District to the Contractor shall be made.

7.4. Contractor's Obligations Upon Termination. After receipt of notice of termination, for cause or for convenience, and unless otherwise directed by the District, the Contractor shall immediately proceed as follows:

7.4.1. Stop work on the Services as specified in the notice of termination; and

7.4.2. Take any action that may be necessary, or that the District may direct, for the protection and preservation of the Services and property related to this Contract that is in the possession of the Contractor and in which the District has or may acquire an interest.

8. OWNERSHIP OF MATERIALS AND RISK OF LOSS.

All work product of the Contractor prepared pursuant to this Contract, including but not limited to all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall be, upon preparation, and remain the property of the District under all circumstances, whether or not the Services are completed. All work product shall be provided to the District at the time of completion of any of the discrete tasks specified herein or at the time of termination of this Contract, whichever event first occurs, and shall be provided to any subsequent owners only with the District's express permission. The Contractor shall maintain reproducible copies on file of any such work product involved in the Services for a period of five (5) years and shall make them available for the District's use and provide such copies to the District, upon request, at commercial printing rates. At any time, the District may obtain reproducible copies of the Contractor's work product by paying printing costs as set forth above.

9. CONTRACTOR'S TRADE SECRETS AND OPEN RECORDS REQUESTS

9.1. Application of the Act. The Contractor acknowledges and agrees that all documents in the District's possession, including documents submitted by the Contractor, are subject to the provisions of the Colorado Open Records Act, Sections 24-72-200.1 *et seq.*, Colorado Revised Statutes, and the Contractor acknowledges that the District shall abide by the Colorado Open Records

Act, including honoring all proper public records requests made thereunder. The Contractor shall be responsible for all costs incurred in connection with any determinations required to be made by a court, pursuant to the Colorado Open Records Act. The Contractor is advised to contact legal counsel concerning such acts in application of the Colorado Open Records Act to the Contractor.

9.2. Confidential or Proprietary Materials. If the Contractor deems any document(s) which it submits to the District to be confidential, proprietary, or otherwise protected from disclosure under the Colorado Open Records Act, then it shall appropriately label such document(s), and submit such document to the District together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. This request will either be approved or denied by the District; however, the District will make a good-faith effort to accommodate all reasonable requests, subject to the provisions of the Colorado Open Records Act.

9.3. Stakeholder. In the event of litigation concerning the disclosure of any document(s) submitted by the Contractor to the District, the District's sole involvement will be as stakeholder retaining the document(s) until otherwise ordered by the court, and the Contractor shall be fully responsible for otherwise prosecuting or defending any actions concerning the document(s) at its sole expense and risk.

10. INDEPENDENT CONTRACTOR.

It is the express intention of the parties that the Contractor is not employed by the District but is an independent contractor. An agent or employee of Contractor shall never be or deemed to be an employee or agent of the District. The District is concerned only with the results to be obtained. **AS AN INDEPENDENT CONTRACTOR, THE CONTRACTOR ACKNOWLEDGES AND AGREES, PURSUANT TO SECTION 8-40-202(2)(b)(IV), C.R.S., THAT IT IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS AND THAT THE CONTRACTOR, AS AN INDEPENDENT CONTRACTOR, IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS CONTRACT RELATIONSHIP.**

11. ASSIGNMENT.

Neither the District nor the Contractor may assign this Contract or parts hereof or its rights hereunder without the express written consent of the other party.

12. SUBCONTRACTORS.

To the extent that the Contractor engages subcontractors to perform, or otherwise provide support to assist the Contractor to perform, any portion of the Services performed under this Contract (each a "Permitted Subcontractor"), then: (a) the Contractor shall remain responsible for the services, tasks, functions and responsibilities performed by Permitted Subcontractors to the same extent as if such services, tasks, functions and responsibilities were performed directly by the Contractor and, for purposes of this Contract, such Services shall be deemed Services performed by the Contractor; (b) the Contractor shall cause such Permitted Subcontractors to comply with the obligations and restrictions associated with the services, tasks, functions and

responsibilities performed by such Permitted Subcontractors that are applicable to the Contractor under this Contract; and (c) the Contractor shall acquit its responsibilities as provided in subsection 6.10 of this Contract.

13. MISCELLANEOUS

13.1. Time is of the Essence. The performance of the Services of the Contractor shall be undertaken and completed in accordance with this Contract and in such sequence as to assure its expeditious completion in light of the purposes of this Contract. It is agreed that time is of the essence in the performance of this Contract.

13.2. Notice. All notices must be in writing and (a) delivered personally, (b) sent by electronic mail, delivery receipt requested, (c) sent by United States certified mail, postage prepaid, return receipt requested (“US Mail”), or (d) placed in the custody of a nationally recognized overnight carrier for next day delivery (“Carrier”), and will be deemed given (i) when received, if delivered personally, (ii) on the day sent if sent during regular business hours (9 a.m. to 5 p.m.), otherwise on the next day at 9 a.m., if sent by electronic mail, (iii) 4 days after deposit, if sent by US Mail, or (iv) the next business day after deposited with a Carrier during business hours on a business day. All notices shall be delivered to the following addresses, or such other address as is provided by one party to the other in accordance with this section:

Notices to District:

Bowles Metropolitan District
c/o CliftonLarsonAllen LLP
8390 East Crescent Parkway, Suite 300
Greenwood Village, CO 80111
Attn: Nicholas Carlson
Email: Nicholas.Carlson@claconnect.com

With a copy to:

Icenogle Seaver Pogue, P.C.
4725 South Monaco Street, Suite 360
Denver, CO 80237
Attn.: Alicia J. Corley
Email: acorley@isp-law.com

Notices to Contractor:

EcoResource Solutions, Inc.
5765 Olde Wadsworth Blvd., Ste. 10
Arvada, CO 80002
Attn: Tony Byrne
Email: office@EcoResourceSolutions.com

13.3. Governmental Immunity. Nothing in this Contract or in any action taken by the District pursuant to this Contract or Task Orders shall be construed to be a waiver, in whole or in part, of any right, privilege or protection afforded the District or its Board of Directors, officers, employees, servants, agents or authorized volunteers pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S.

13.4. Annual Appropriations. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The District's payment obligations hereunder are subject to annual appropriation. The District has appropriated sufficient funds for this Contract for the current fiscal year.

13.5. Entire Contract. This Contract constitutes the entire agreement between the parties and sets forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Contract are of no force and effect.

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

13.7. No Waiver. No waiver of any of the provisions of this Contract shall be deemed to constitute a waiver of any other of the provisions of this Contract, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

13.8. Choice of Law. This Contract, all Task Orders, and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Contract, are governed by, and construed in accordance with the laws of the State of Colorado.

13.9. Venue. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Contract in any forum other than the state courts of the State of Colorado.

13.10. Binding Contract. This Contract shall inure to and be binding on the heirs, executors, administrators, successors and assigns of the parties hereto.

13.11. No Third Party Beneficiaries. This Contract is entered into for the sole benefit of the District and Contractor, and no other parties are intended to be direct or incidental beneficiaries of this Contract, and no third party shall have any right in, under or to this Contract.

13.12. Severability. If any term or provision of this Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Contract; provided, however, that if any fundamental term or provision of this Contract is invalid, illegal, or unenforceable, the remainder of this Contract shall be unenforceable.

13.13. Rules of Construction. For purposes of this Contract, except as otherwise expressly

provided or unless the context clearly requires otherwise (i) the terms defined herein include the plural as well as the singular and include any words based upon the root of such defined terms; (ii) words importing gender include all genders; (iii) the words “include,” “includes,” and “including” mean inclusion without limitation; (iv) the word “or” is not exclusive; (v) the words “herein,” “hereof,” and “hereunder,” and other words of similar import, refer to this Contract as a whole and not to any particular Section or other subdivision; and (vi) the headings in the Contract are for convenience only and shall not affect the interpretation of this Contract. Unless the context otherwise requires, reference herein to: (A) Sections and Task Orders refer to the Sections of this Contract and Task Orders made pursuant to this Contract, as applicable; (B) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (C) a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulation promulgated thereunder. This Contract shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

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

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

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have hereunto entered this Contract effective as of the date first written above.

CONTRACTOR:

ECORESOURCE SOLUTIONS, INC.

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

DISTRICT:

BOWLES METROPOLITAN DISTRICT

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

EXHIBIT A**SCOPE OF SERVICES**

The Contractor will provide professional aquatic and terrestrial ecological consulting services, including but not limited to water quality monitoring, pond inspections and maintenance of ponds operated and/or maintained by the District.

EXHIBIT B
TASK ORDERS

TASK ORDER NO. []

**BOWLES METROPOLITAN DISTRICT
POND WATER QUALITY MANAGEMENT TASK ORDER SERVICES CONTRACT**

This Task Order authorizes EcoResource Solutions, Inc., (the "Contractor") to initiate the Task(s) described herein pursuant to the above-named Contract.

The Contractor is hereby authorized to undertake the following Task(s) and produce following deliverables, within the milestones set forth below, if any, pursuant to the Contract:

Task Order Start Date: _____
Task Order Completion Date: _____
Method of Compensation: _____
Task Order Price: _____

By the signature of their authorized representatives below, the District and the Contractor agree to the terms and conditions of this Task Order.

**DISTRICT:
BOWLES METROPOLITAN DISTRICT**

By: _____
Its: _____

ATTEST:

**CONTRACTOR:
ECORESOURCE SOLUTIONS, INC.**

By: _____
Its: _____

ATTEST:

EXHIBIT C

RATES SCHEDULE

Not applicable.

TASK ORDER NO. 1

**BOWLES METROPOLITAN DISTRICT
2024 POND WATER QUALITY MANAGEMENT
TASK ORDER SERVICES CONTRACT**

This Task Order authorizes EcoResource Solutions, Inc., (the “Contractor”) to initiate the Task(s) described herein pursuant to the above-named Contract.

The Contractor is hereby authorized to undertake the following Task(s) and produce following deliverables, within the milestones set forth below, if any, pursuant to the Contract:

Blue Heron Pond Maintenance from March through November as set forth on Attachment 1 to this Task Order No. 1

Task Order Start Date:	<u>March 1, 2024</u>
Task Order Completion Date:	<u>December 1, 2024</u>
Method of Compensation:	<u>Billed at time and material rates set forth on Attachment 1</u>
Task Order Price:	<u>Not to Exceed \$10,757.70</u>

By the signature of their authorized representatives below, the District and the Contractor agree to the terms and conditions of this Task Order.

**DISTRICT:
BOWLES METROPOLITAN DISTRICT**

By: _____
Its: _____

ATTEST:

**CONTRACTOR:
ECORESOURCE SOLUTIONS, INC.**

By: _____
Its: _____

ATTEST:

ATTACHMENT 1

TASK ORDER NO. 1 SCOPE OF WORK

Project Cost Proposal



EcoResource Solutions, Inc.

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

Date	10/30/2023
Proposal No.	7366
Terms	Net 30

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

Project

Blue Heron Pond Maintenance

Description	Qty	Rate	Total
2024 Monthly Pond Maintenance Schedule and Cost, Blue Heron Park 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, PondHawk aeration system inspection and maintenance, 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.			
Labor			
Aquatic Management Technician (per hour) - monthly services (MAR-MAY; SEP-NOV)	18	66.50	1,197.00
Aquatic Management Technician (per hour) - bi-weekly services (JUN-AUG)	12	66.50	798.00
Aeration System Technician (per hour) - PondHawk system maintenance (JAN-DEC)	12	66.50	798.00
Aquatic Management Technician (per hour) - mosquito larvicide application (MAY-OCT)	6	66.50	399.00
Aquatic Management Technician (per hour) - algae and weed treatments (if necessary)	12	66.50	798.00
Aquatic Management Technician (per hour) - annual Phoslock application	6	66.50	399.00
Subtotal			4,389.00
Laboratory Fees (seasonal water quality monitoring; MAR, JUL and OCT)			
Standard inorganic water quality analysis (per sample)	3	100.00	300.00
Chlorophyll-a analysis (per sample)	3	60.00	180.00
Subtotal			480.00
Materials			
Subtotal			
Sales Tax (0.0%)			
Total			



EcoResource Solutions, Inc.

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

Project Cost Proposal

Date	10/30/2023
Proposal No.	7366
Terms	Net 30

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

Project

Blue Heron Pond Maintenance

Description	Qty	Rate	Total
ERS BenthoSweep beneficial pond & lake bacteria (per lb) - 6 lbs/month, MAR-NOV	54	20.15	1,088.10T
Captain XTR algaecide (2.5 gal) - only if needed	8	165.54	1,324.32T
Tribune herbicide (2.5 gal) - only if needed	4	240.82	963.28T
Cidekick aquatic surfactant (per qt)	1	38.00	38.00T
PhosLock phosphorus neutralizer (55 lbs)	3	345.00	1,035.00T
Vectobac mosquito larvicide (40 lbs)	6	240.00	1,440.00T
Subtotal			5,888.70
Subtotal			\$10,757.70
Sales Tax (0.0%)			\$0.00
Total			\$10,757.70

TASK ORDER NO. 2

**BOWLES METROPOLITAN DISTRICT
2024 POND WATER QUALITY MANAGEMENT
TASK ORDER SERVICES CONTRACT**

This Task Order No. 2 authorizes EcoResource Solutions, Inc., (the “Contractor”) to initiate the Task(s) described herein pursuant to the above-named Contract.

The Contractor is hereby authorized to undertake the following Task(s) and produce following deliverables, within the milestones set forth below, if any, pursuant to the Contract:

Grant Ranch Water Quality Monitoring of Huron Pond, Orchard Pond, Reflection Pond and Wetland area as set forth on Attachment 1 to this Task Order No. 2

Task Order Start Date: March 1, 2024
Task Order Completion Date: July 31, 2024
Method of Compensation: Billed at time and material rates set forth on Attachment 1
Task Order Price: \$12,672.00

By the signature of their authorized representatives below, the District and the Contractor agree to the terms and conditions of this Task Order No. 2.

**DISTRICT:
BOWLES METROPOLITAN DISTRICT**

By: _____
Its: _____

ATTEST:

**CONTRACTOR:
ECORESOURCE SOLUTIONS, INC.**

By: _____
Its: _____

ATTEST:

ATTACHMENT 1

TASK ORDER NO. 2 SCOPE OF WORK

Project Cost Proposal



EcoResource Solutions, Inc.

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

Date	10/30/2023
Proposal No.	7365
Terms	Net 30

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

Project

Grant Ranch Water Quality

Description	Qty	Rate	Total
2024 Grant Ranch Water Quality Monitoring - Stormwater Samples Huron, Orchard, Reflection and Wetland Ponds; and Wetland			
Summary: ERS will collect and analyze samples in March, April, May, and June (4 sampling events). Due to existing water sampler inefficiencies, water will be collected using standard grab samples.			
Labor - sample collection (4 sampling events) Aquatic Management Technician (per hour) Subtotal	8	66.50	532.00 532.00
Labor - brief monthly summary reports (4 reports) Aquatic Biologist (per hour) Subtotal	4	95.00	380.00 380.00
Laboratory Fees - (4 sampling events; 16 samples total) Water samples - (per sample) - ammonia nitrogen, nitrite nitrogen, nitrite/nitrate nitrogen, nitrate nitrogen, total nitrogen, total Kjeldahl nitrogen (TKN), oil and grease, total coliform, total phosphorus, total suspended solids (TSS), cadmium, copper, lead, zinc, and total dissolved phosphorus. Subtotal	16	735.00	11,760.00 11,760.00
Subtotal			\$12,672.00
Sales Tax (0.0%)			\$0.00
Total			\$12,672.00

TASK ORDER NO. 3

**BOWLES METROPOLITAN DISTRICT
2024 POND WATER QUALITY MANAGEMENT
TASK ORDER SERVICES CONTRACT**

This Task Order authorizes EcoResource Solutions, Inc., (the “Contractor”) to initiate the Task(s) described herein pursuant to the above-named Contract.

The Contractor is hereby authorized to undertake the following Task(s) and produce following deliverables, within the milestones set forth below, if any, pursuant to the Contract:

Management of Huron Pond, Orchard Pond, Blue Heron Pond and Wetland area as needed in as set forth in further detail in Attachment 1 to this Task Order No. 3

Task Order Start Date: January 1, 2024
Task Order Completion Date: December 31, 2024
Method of Compensation: Billed at time and material rates set forth on Attachment 1
Task Order Price: Not to Exceed \$9,098.88

By the signature of their authorized representatives below, the District and the Contractor agree to the terms and conditions of this Task Order.

**DISTRICT:
BOWLES METROPOLITAN DISTRICT**

By: _____
Its: _____

ATTEST:

**CONTRACTOR:
ECORESOURCE SOLUTIONS, INC.**

By: _____
Its: _____

ATTEST:

ATTACHMENT 1

TASK ORDER NO. 3 SCOPE OF WORK

EcoResource Solutions, Inc.

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

Project Cost Proposal



Date	11/1/2023
Proposal No.	7367
Terms	Net 30

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

Project
Grant Ranch Mgt Actions

Description	Qty	Rate	Total
Grant Ranch Ponds (cost estimates only) 2024 Management Actions			
Huron Pond Summary: IF NEEDED, treatment and removal of cattails			
Aquatic Management Technician (per hour) - herbicide application	2	66.50	133.00
Aquatic Management Technician (per hour) - removal of dead plants	12	66.50	798.00
Misc. reimbursement - disposal	1	175.00	175.00
Clearcast aquatic herbicide (2.5 gal)	1	440.25	440.25T
Cidekick aquatic surfactant (per qt)	0.5	38.00	19.00T
Subtotal			1,565.25
Orchard Pond Summary: IF NEEDED, eradication and removal of cattails			
Aquatic Management Technician (per hour) - herbicide application	4	66.50	266.00
Aquatic Management Technician (per hour) - removal of dead plants	16	66.50	1,064.00
Misc. reimbursement - disposal	2	175.00	350.00
Clearcast aquatic herbicide (2.5 gal)	2	440.25	880.50T
Cidekick aquatic surfactant (per qt)	1	38.00	38.00T
Subtotal			2,598.50
Wetland Pond Summary: PondHawk aeration system maintenance. bacteria inoculation, mosquito larvae control, algae eradication(s), and pondweed eradication (if needed)			
Aeration System Technician (per hour) - PondHawk system maintenance (JAN-DEC)	12	66.50	798.00
Aquatic Management Technician (per hour) - monthly mosquito larvicide applications (April through September)	6	66.50	399.00
Aquatic Management Technician (per hour) - algaecide applications (up to three)	6	66.50	399.00
Aquatic Management Technician (per hour) - herbicide application (1)	3	66.50	199.50
ERS Benthosweep beneficial pond & lake bacteria (per lb) - 5 lbs/month (MAR-NOV)	45	20.15	906.75T
Vectobac mosquito larvicide (40 lbs)	3	240.00	720.00T

Subtotal
Sales Tax (0.0%)
Total

EcoResource Solutions, Inc.

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

Project Cost Proposal



Date	11/1/2023
Proposal No.	7367
Terms	Net 30

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

Project
Grant Ranch Mgt Actions

Description	Qty	Rate	Total
Captain XTR algaecide (2.5 gal)	6	165.54	993.24T
Tribune herbicide (2.5 gal)	2	240.82	481.64T
Cidekick aquatic surfactant (per qt)	1	38.00	38.00T
Subtotal			4,935.13

Subtotal	\$9,098.88
Sales Tax (0.0%)	\$0.00
Total	\$9,098.88

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

Voice: (720) 974-4075

www.EcoResourceSolutions.com
office@EcoResoureSolutions.com



EcoResource
SOLUTIONS

10/25/23

Blue Heron

2023 July and October Water Quality Results

Dear Blue Heron,

Overall, results demonstrated that the current management program continues to be successful. Please compare the two months reports as they show the contrast in water quality since the aeration unit has been put in. The main area we would like to note is the dissolved oxygen, in July it was 2 which is a very low value however in October the value is up to 7 which is in the ideal range. Please feel free to call me if you have questions about the attached water quality results.

Sincerely,

ECORESOURCE SOLUTIONS, INC.

*Ecological Inventories & Studies (aquatic, wetland, rangeland, etc.)
Wetland Delineation, Permit Support & Mitigation
Aquatic & Terrestrial Habitat Evaluation & Enhancement
Stream Habitat Restoration (instream & riparian)
Laboratory Services (water/soil chemistry & biological organisms)*

*Environmental Compliance Studies & Support
Fishery & Wildlife Assessment & Management
Lake & Land Mapping / Lake Dredging Design
Hydrographic and Bathymetric Surveys
Endangered Species Consultation*

TABLE 1.(July) – Summary of water quality results from samples collected 2023 (RLR = recommended level or range for optimal lake and fisheries management).

Water Quality Parameter	Result	RLR
Temperature (°F)	80F	33 - 85
pH	7.5	6 - 9
Ammonia nitrogen (mg/L)	0.25	< 0.5
Nitrite nitrogen (mg/L)	<0.05	< 0.05
Alkalinity, total (as CaCO ₃ ; mg/L)	400	20 – 400
Chloride (mg/L)	>75	< 75
Carbon dioxide (mg/L)	>10	< 10
Hardness, total (as CaCO ₃ ; mg/L)	200	20 - 300
Dissolved oxygen (mg/L)	2	>6
Chlorophyll <i>a</i> (mg/m ³)	9.19	<10

TABLE 2.(October) – Summary of water quality results from samples collected 2023 (RLR = recommended level or range for optimal lake and fisheries management).

Water Quality Parameter	Result	RLR
Temperature (°F)	65 F	33 - 85
pH	8	6 - 9
Ammonia nitrogen (mg/L)	<0.5	< 0.5
Nitrite nitrogen (mg/L)	<0.05	< 0.05
Alkalinity, total (as CaCO ₃ ; mg/L)	240	20 – 400
Chloride (mg/L)	20	< 75
Carbon dioxide (mg/L)	10	< 10
Hardness, total (as CaCO ₃ ; mg/L)	300	20 - 300
Dissolved oxygen (mg/L)	7	>6
Chlorophyll <i>a</i> (mg/m ³)	5.20	<10



CliftonLarsonAllen LLP
<https://www.claconnect.com>

Special Districts Master Services Agreement

Bowles Metro District
 8390 E. Crescent Pkwy., Ste.300, Greenwood Village, CO, 80111
 MSA Date: October 15, 2023

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 Metro District (“you,” “your,” “board of directors” or “the district”). The terms of this MSA will apply to the initial and each subsequent statement of work (“SOW”), unless the MSA is changed in a communication that you and CLA both sign or is terminated as permitted herein.

Scope of professional services

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

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

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

Board of director responsibilities

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

Responsibilities and limitations related to nonattest services

For all nonattest services we may provide to you, you agree to oversee all management services; evaluate

the adequacy and results of the services; ensure that your data and records are complete; and accept responsibility for the results of the services. CLA and the district agree that the foregoing sentence is not intended and shall not be construed to be a limitation of liability for the benefit of CLA nor an exculpatory clause for the benefit of CLA. CLA is and will remain liable to the district for CLA's negligence and gross negligence in the work that it performs under this MSA or under any SOW.

Fees and terms

See the applicable SOW for the fees for the services.

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

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

Other Fees

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

Finance charges and collection expenses

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

Limitation of remedies

Each party agrees that in no event shall the other party be liable for any indirect, special, incidental, consequential, punitive or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

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

Time limitation

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

CLA shall be authorized to the following cash access services:

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

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

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

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

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

- Approve all invoices and check payments
- Approve all new vendors and customers added to the accounting system
- Approve non-recurring wires to external parties
- Pre-approve for recurring wires, then board of directors will ratify approval
- Approve all new employees and all employee status changes prior to those employees or changes being added to the payroll system
- Approve all credit card statements prior to those expenses being processed in the accounting system and subsequently paid

- Approve (or delegate to the CLA controller if applicable) all customer and vendor credit memos and accounts receivable amounts written off
- Review and approve (or delegate to the CLA controller if applicable) all bank statements and affiliated monthly reconciliations

Other provisions

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

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

Insurance:

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

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

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

or any relationship other than an independent contractor.

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

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

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

Annual Appropriation and Budget

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

Governmental Immunity

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

No Third-Party Beneficiaries

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

Personal Identifying Information

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

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

Consent to use financial information

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

Technology

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

Colorado law requires special districts to maintain websites and further requires that certain documents which may be prepared by CLA to be uploaded to those websites. CLA specifically acknowledges and agrees that the district may upload to its website any documents prepared by CLA for the district and further, that those documents may be used in public meetings hosted by or to which the district is a party.

Counterpart Execution

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

Electronic Signatures

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

MSA Modification

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

Termination of MSA

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

Agreement

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

CliftonLarsonAllen LLP

Margaret Henderson

Principal

303-265-7868

margaret.henderson@claconnect.com

Response

This MSA correctly sets forth the understanding of Bowles Metro District and is accepted by:

CLA
Margaret Henderson

Margaret Henderson

SIGNED 11/2/2023, 11:54:35 AM CDT

Client
Bowles Metro District

SIGN:

H. Byron McNeish, President

DATE:



Special Districts Payroll Services Statement of Work

Date: November 2, 2023

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,” “your,” “board of directors” or “the district”) dated October 15, 2023 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform through December 31, 2024 in connection with that agreement.

Scope of payroll services

We will provide the following payroll preparation services each pay period based on information you provide:

- Perform payroll calculations within ADP
- Facilitate ADP’s preparation of payroll checks and/or pay stubs
- Use ADP to initiate the electronic transfer of funds for employee net pay and payroll tax deposit

We will assist with the preparation of the following government forms, when applicable, for each calendar quarter-end and year-end with the understanding that ADP directly handles filing the payroll tax returns and payments:

- Form 941 – Employers Quarterly Tax Return
- State Employers Quarterly Withholding Return
- State Employers Quarterly Unemployment Return (SUTA)
- Form 940 – Employers Annual Federal Unemployment Tax Return
- All copies of required forms W-2 and W-3 – Transmittal of Tax and Wage Statements (annual)
- All necessary state forms (annual)

Our responsibility to you and limitations of the payroll services

We will prepare your federal and state (when applicable) payroll forms and tax returns.

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.

If applicable, our payroll preparation services will include electronically transmitting management-approved information to taxing authorities and your financial institution to facilitate the electronic transfer of funds.

If applicable, our payroll preparation services will include transmitting management-approved federal Form W-2, federal Form 1099, and payroll data forms to federal and state taxing authorities on your behalf.

CLA's relationship with you shall be solely that of an independent contractor and nothing in the MSA or a SOW shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

Your responsibilities

It is your responsibility to provide us with all of the information needed to prepare complete and accurate payrolls and to facilitate ADP's preparation of payroll tax returns. We will have no obligations with regards 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.

Additionally, it is your responsibility to provide us with all of the information needed to facilitate ADP's preparation of payroll tax returns. We will have no obligations with regards to particular withholding taxes and filing returns in a particular state or local tax jurisdiction until you have provided such information to us.

Specifically, your responsibilities include:

- Accuracy of information used in the preparation of the payrolls and payroll tax returns.
- Review and approval of paychecks or paystubs prior to issuance, and payroll registers for each pay period prior to submission of payroll information to ADP.
- Evaluation of information used in the preparation and filing of all government forms for accuracy.

- Before submission of payroll information to ADP, review and approval of each electronic funds transfer to be initiated on your behalf for employee net pay amounts, payroll tax, withholding liabilities, and related benefit amounts.
- One-time authorization to your financial institution for it to make transfers and direct deposits in accordance with future instructions from ADP.
- One-time authorization for ADP to submit tax filings and complete electronic fund transfers on your behalf.
- Sign or approve ADP issuance of all physical and/or electronic payroll checks.

If applicable, 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.

Even if you have authorized CLA to file your employment tax returns and make your business and/or employment tax payments for you, please be aware that you are responsible for the timely filing of employment tax returns and the timely payment of business and/or employment taxes. 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/>.

Fees and terms

The billing rates (guaranteed through one year from 1st payroll live date) for these services are as follows:

Services performed by	Rate per hour
Payroll Analyst I	\$90-\$95
Payroll Analyst II	\$100-\$110
Senior Payroll Analyst	\$125-\$130

Subsequent to the billing rate guarantee date, the rates may be adjusted as agreed between you and CLA through a new SOW.

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.

This agreement will automatically renew for one year from the rate guarantee expiration date unless it is cancelled in writing at least 30 days prior to the expiration date or is changed by the mutual signing of a new SOW. The terms of the applicable MSA shall continue to govern this SOW if the SOW is automatically renewed.

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 subject to a separate SOW. 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 pursuant to a separate SOW.

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

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 authority rules, 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 regulations, or to the related judicial and administrative interpretations.

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 to indicate your acknowledgment and understanding of, and agreement with, this SOW.

CliftonLarsonAllen LLP

Margaret Henderson
Principal
303-265-7868
margaret.henderson@claconnect.com

Response

This SOW correctly sets forth the understanding of Bowles Metro District and is accepted by:

CLA
Margaret Henderson

Margaret Henderson

SIGNED 11/2/2023, 11:56:18 AM CDT

Client
Bowles Metro District

SIGN:

Tim LaPan, President

DATE:



Special Districts Public Management Services Statement of Work

Date: October 18, 2023

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,” “your,” “board of directors” or “the district”) dated October 15, 2023 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform through December 31, 2024 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.

Scope of Management Services

CLA will perform the following services for the district:

District Board of Directors (“Board”) Meetings

- Coordination of board meetings
- Meeting attendance: district manager and/or designee will attend board meetings
- Preparation and distribution of agenda and informational materials as requested by the district
- Drafting of meeting minutes as assigned for approval by the board of directors
- Preparation and posting of notices required in conjunction with the meetings

Recordkeeping

- Maintain directory of persons and organizations for correspondence
- Repository of 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 services
- Website administration; CLA will oversee maintenance of the district's website as needed and requested by the district
- Assist with or lead the coordination of communication with municipal, county, or state governmental agencies as requested by the district

General Administration

- Coordination with district's insurance provider including insurance administration, comparison of coverage, processing claims, and completion of applications
- Coordination of insurance policy renewals and updates for approval by the district's board of directors
- In collaboration with district counsel, ensure contractors and sub-contractors maintain the required insurance coverage as required by the district
- Under the direction of the board of directors, supervise project processes and vendors as assigned by the board
- Coordinate with legal, accounting, engineering, auditing and other consultants retained by the district as directed by the board (CLA itself will not and cannot provide legal services)
- Assist with or lead the coordination efforts with municipal, county, or state governmental agencies as requested by the district
- Coordinate the administration of the district's rules and regulations as requested by the board
- Under the direction of district legal counsel, coordinate election processes for the district; CLA will not serve as the Designated Election Official ("DEO")

Accounts Payable Services to be Provided

- Coordinate review and approval of invoices with district accountant and board to ensure timely payment to vendors

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, the district manager shall discuss such costs with the board and receive prior authorization to perform such services.

Fees and terms

Billing rates guaranteed through December 31, 2024:

Services performed by	Rate per hour
Principal	\$320-\$460
Public Manager	\$190-\$265
Assistant Public Manager	\$150-\$180
Public Management Analyst	\$145-\$170
District Administrator	\$140-\$180
Records Retention Professional	\$110-\$155

Subsequent to the billing rate guarantee date, the rates may be adjusted as agreed between you and CLA through a new SOW.

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.

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.

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 to indicate your acknowledgment and understanding of, and agreement with, this SOW.

CliftonLarsonAllen LLP

Matt Urkoski
Principal
303-265-7919
matt.urkoski@CLAconnect.com

Response

This SOW correctly sets forth the understanding of Bowles Metro District and is accepted by:

CLA
CliftonLarsonAllen LLP

Matt Urkoski

Matt Urkoski, Principal

SIGNED 10/19/2023, 11:45:04 AM CDT

Client
Bowles Metro District

SIGN:

Timothy LaPan, President

DATE:



Special Districts Preparation Statement of Work

Date: November 2, 2023

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,” “your,” “board of directors” or “the district”) dated October 15, 2023 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform through December 31, 2024 in connection with that agreement.

Scope of professional services

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

Ongoing normal accounting services:

- Outsourced accounting activities
 - For each fund of the district, CLA will generally prepare and maintain the following accounting records:
 - Cash receipts journal
 - Cash disbursements journal
 - General ledger
 - Accounts receivable journals and ledgers
 - Deposits with banks and financial institutions
 - Schedule of disbursements
 - Bank account reconciliations
 - Investment records
 - Detailed development fee records

- Process accounts payable including the preparation and issuance of checks for approval by the board of directors
- Prepare billings, record billings, enter cash receipts, and track revenues
- Reconcile certain accounts regularly and prepare journal entries
- Prepare depreciation schedules
- Prepare as requested financial statements and supplementary information, but not perform a compilation with respect to those financial statements; additional information is provided below
- Prepare a schedule of cash position to monitor the district's cash deposits, funding for disbursements, and investment programs in accordance with policies established by the district's board of directors and in accordance with state law
- At the direction of the board of directors, assist with the coordination and execution of banking and investment transactions and documentation
- Prepare the annual budget and assist with the filing of the annual budget
- Assist the district's board of directors in monitoring actual expenditures against appropriation/budget
- If an audit is required, prepare the year-end financial statements (additional information is provided below) and related audit schedules for use by the district's auditors
- If an audit is not required, prepare the Application for Exemption from Audit, perform a compilation engagement with respect to the Application for Exemption from Audit, and assist with the filing of the Application for Exemption from Audit – additional information is provided below
- Monitor compliance with bond indentures and trust agreements, including preparation of continuing disclosure reports to the secondary market as required
- Review claims for reimbursement from related parties prior to the board of directors' review and approval
- Read supporting documentation related to the district's acquisition of infrastructure or other capital assets completed by related parties for overall reasonableness and completeness
 - Procedures in excess of providing overall reasonableness and completeness will be subject to a separate SOW

- These procedures may not satisfy district policies, procedures, and agreements' requirements
 - Note: our procedures should not be relied upon as the final authorization for this transaction
- Attend board meetings as requested
 - Be available during the year to consult with you on any accounting matters related to the district
 - Review and approve monthly reconciliations and journal entries prepared by staff
 - Reconcile complex accounts monthly and prepare journal entries
 - Analyze financial statements and present to management and the board of directors
 - Develop and track key business metrics as requested and review periodically with the board of directors
 - Document accounting processes and procedures
 - Continue process and procedure improvement implementation
 - Report on cash flows
 - Assist with bank communications
 - Perform other non-attest services

Compilation services

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

Preparation services - financial statements

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

Preparation services - annual

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

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

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

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

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

The supplementary information accompanying the financial forecast will be prepared and presented for purposes of additional analysis and is not a required part of the basic financial forecast. References to financial statements in the remainder of this SOW are to be taken as a reference to also include the prospective financial information, where applicable.

Engagement objectives and our responsibilities

The objectives of our engagement are to:

- a) Prepare as requested financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP), except for the departures from U.S. GAAP identified above, based on information provided by you and information generated through our outsourced accounting services.
- b) As requested, apply accounting and financial reporting expertise to assist you in the presentation of your as requested financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.
- c) Prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105 based on information provided by you.
- d) Apply accounting and financial reporting expertise to assist you in the presentation of the annual budget without undertaking to obtain or provide any assurance that there are no material

modifications that should be made to the annual budget in order for the annual budget to be in accordance with requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105.

- e) If an audit is required, prepare the year-end financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) based on information provided by you.
- f) If applicable, we will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement on the application.

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

Engagement procedures and limitations

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

Our engagement cannot be relied upon to identify or disclose any misstatements in the as requested financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements, including misstatements caused by fraud or error, or to identify or disclose any wrongdoing within the district or noncompliance with laws and regulations. However, if any of the foregoing are identified as a result of our engagement, we will promptly report this information to the board of directors of the district. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement, but will promptly report them to the board of directors of the district if they are identified. You agree that we shall not be responsible for any misstatements in the district's financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements that we may not identify as a result of misrepresentations made to us by you.

Our report

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

purpose.

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

No assurance statements

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

As part of our preparation of financial statements each page of the financial statements and supplementary information will include the following statement: “No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures, and changes in fund balances – governmental funds have been omitted if applicable, For business type activities, the Statement of Cash Flows has been omitted”.

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

Management responsibilities

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

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

The Application for Exemption from Audit engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the Application for Exemption from Audit in accordance with the requirements prescribed by the Colorado Office of the State Auditor and assist management in the presentation of the Application for Exemption from Audit in accordance with the requirements prescribed by the Colorado Office of the State Auditor.

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

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

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

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

Fees and terms

Billing rates guaranteed through **December 31, 2024**:

Services performed by	Rate per hour
Principal	\$300-\$600
Consulting CFO	\$290-\$400
Consulting Controller	\$240-\$380
Assistant Controller	\$210-\$290
Senior	\$150-\$220
Staff	\$130-\$190
Administrative Support	\$120-\$170

Subsequent to the billing rate guarantee date, the rates may be adjusted as agreed between you and CLA through a new SOW.

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.

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

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

With regard to the electronic dissemination of financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) that have been subjected to a compilation engagement, including financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial

statements should not be relied on or distributed.

Municipal advisors

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

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 to indicate your acknowledgment and understanding of, and agreement with, this SOW.

CliftonLarsonAllen LLP

Margaret Henderson

Principal

303-265-7868

margaret.henderson@claconnect.com

Response

This SOW correctly sets forth the understanding of Bowles Metro District and is accepted by:

CLA
Margaret Henderson

Margaret Henderson

SIGNED 11/2/2023, 11:55:34 AM CDT

Client
Bowles Metro District

SIGN:

H. Byron McNeish, President

DATE:



Renewal Documents and Invoice 1/1/2024 to EOD 12/31/2024

Acceptance of this coverage is evidenced only by payment of the enclosed invoice by January 1, 2024.

The following renewal documents are attached where applicable:

1. Invoice: Payment is due upon receipt. Please return a copy of the invoice with your payment to ensure that it is applied correctly. We have attached a Coverage Contribution instructions sheet which provides details about your payment.
2. Comparison of Annual Contributions.
3. Deductible Options:
 - Provides the difference in cost by coverage line if you were to increase or decrease the deductible for that specific coverage.
4. Quote for Excess Liability limits for your consideration:
 - Limits of up to \$8 million, in excess of the primary \$2 million Liability limit, are available. Although the primary \$2 million Liability limit is sufficient to cover the CGIA tort cap, we do recommend you consider purchasing higher limits primarily due to special districts' unlimited liability to federal civil rights, discrimination, harassment, whistle blowing, and other employment-related practices claims.
5. Coverage Declaration Pages: Informational page summarizing the key points about the coverage provided including limits and deductible descriptions for all coverage provided. Full coverage forms will be available at csdpool.org/documents by January 1, 2024.
6. Schedules: Lists of exposures and values.
7. Certificates of coverage: Originals are mailed directly to the Certificate Holders.
8. Automobile identification cards: Hard copies will be mailed.



Property and Liability Coverage Invoice

Named Member:

Bowles Metropolitan District
c/o CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111

Broker of Record:

Highstreet TCW Risk Management
384 Inverness Parkway
Suite 170
Englewood, CO 80112

Coverage No.	Entity ID	Effective Date	Expiration Date	Invoice Date
24PL-60142-2429	60142	1/1/2024	EOD 12/31/2024	10/28/2023

Coverage	Contribution
General Liability	\$2,408.00
Property	\$19,971.00
Crime	\$178.00
Non-Owned Auto Liability	\$132.00
Hired Auto Physical Damage	\$65.00
Equipment Breakdown	\$185.00
No-Fault Water Intrusion & Sewer Backup	\$390.00
Public Officials Liability	\$1,163.00
Excess	\$1,020.00
Pollution	\$0.00

Total Contribution	\$25,512.00
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Estimated Annualized Contribution (for budgeting purposes only) \$25,512.00

Please note: where included above, Hired Auto Physical Damage and Non-Owned Auto Liability are mandatory coverages and may not be removed. No-Fault Water Intrusion & Sewer Backup coverage may only be removed with completion of the No-Fault Opt Out Endorsement.

The following discounts are applied (Not applicable to minimum contributions):

13.52% Continuity Credit Discount

8% Multi Program Discount for WC Program Participation

Payment Due Upon Receipt

The total contribution includes a 10% Commission, which calculates to \$2,551.20, paid to the broker reflected above.

Payment evidences "acceptance" of this coverage. The terms of the Intergovernmental Agreement (IGA) require timely payment to prevent automatic cancellation of coverage. Please return this invoice and reference the coverage number on your check to help us apply your payment correctly. Only prior notice to the board of directors of the Colorado Special Districts Property and Liability Pool and subsequent approval may extend cancellation provision.

Remit checks to: Colorado Special Districts Property and Liability Pool
c/o McGriff Insurance Services, LLC
PO Box 1539
Portland, OR 97207-1539

We accept online payments at [E-Bill Express](#)
Refer to Payment Instructions page for additional options
billing@csdpool.org
800-318-8870 ext. 3



Payment Instructions

The annual contribution for coverage with the Pool is due upon receipt of this invoice. We accept the following payment methods:

1. Online using **E-Bill Express** (www.e-billexpress.com/ebpp/CSDPool). For detailed instructions, please click [here](#) or go to csdpool.org/documents. You can also find an FAQ [here](#) or go to the E-Bill Express logon screen.
2. Mail your check to:

Colorado Special Districts Property and Liability Pool
 c/o McGriff Insurance Services, LLC
 PO Box 1539
 Portland, OR 97207

For express or overnight mail services, please use the address below:

[Our office is moving December 1, 2023, so we have two addresses for a short time:](#)

[Use our current address until November 30, 2023:](#)

Colorado Special Districts Property and Liability Pool
 c/o McGriff Insurance Services, LLC
 1800 SW 1st Ave, Suite 400
 Portland, OR 97201

[Starting December 1, 2023, use the following address:](#)

Colorado Special Districts Property and Liability Pool
 c/o McGriff Insurance Services, LLC
 5400 Meadows Road, Suite 240
 Lake Oswego, OR 97035

To ensure your payment is accurately applied, always include a copy of the invoice.

3. Wire or ACH transfer from your own bank account. Let us know if you wish to use this method and we will be happy to provide you with the instructions.

In accordance with the Intergovernmental Agreement (IGA), you have sixty (60) days after the due date shown on the invoice to make your contribution payment. If you fail to make payment, automatic cancellation of coverage will occur on the 61st day. If you wish to reinstate your district's coverage after cancellation has occurred, a \$100 reinstatement fee will apply.

If your district requires a payment extension, please submit a written request within ten (10) business days from the date of the invoice, for consideration by the CSD Pool Board of Directors.

Finally, all members of the Pool must be members in good standing with the Special District Association of Colorado (SDA). Please visit the SDA website at sdaco.org for member information.

Please contact us at billing@csdpool.org or 800-318-8870 ext. 3 for billing questions.

Annual Comparison of 2024 and 2023 contributions.
Loss Ratios based on participation years from 2016 to 2023

Bowles Metropolitan District

Year	Contribution
2024	\$25,512.00
2023	\$20,093.00
Difference	\$5,419.00
% Difference	26.97%

General Liability	Contribution	TOE
Yr. 2024	\$2,408.00	\$1,451,332.00
Yr. 2023	\$2,017.00	\$1,244,114.00
Difference	\$391.00	NaN
% Difference	19.39%	0.00%
Loss Ratio	0.00%	

Equipment Breakdown	Contribution
Yr. 2024	\$185.00
Yr. 2023	\$506.00
Difference	-\$321.00
% Difference	-63.44%
Loss Ratio	0.00%

Auto Liability	Contribution	Auto Count
Yr. 2024	\$132.00	0
Yr. 2023	\$132.00	0
Difference		0
% Difference	NaN	0.00%
Loss Ratio	0.00%	

Crime	Contribution
Yr. 2024	\$178.00
Yr. 2023	\$176.00
Difference	\$2.00
% Difference	1.14%
Loss Ratio	0.00%

Auto Physical Damage	Contribution	TIV
Yr. 2024	\$65.00	\$0.00
Yr. 2023	\$65.00	\$0.00
Difference		\$0.00
% Difference	NaN	0.00%
Loss Ratio	0.00%	

Public Officials Liability	Contribution	EE Count
Yr. 2024	\$1,163.00	0
Yr. 2023	\$1,163.00	0
Difference	\$0.00	0
% Difference	0.00%	0.00%
Loss Ratio	0.00%	

Property/Inland Marine	Contribution	TIV
Yr. 2024	\$19,971.00	\$4,990,024.00
Yr. 2023	\$14,688.00	\$4,892,177.00
Difference	\$5,283.00	\$97,847.00
% Difference	35.97%	2.00%
Loss Ratio	59.17%	

Excess Liability	Contribution
Yr. 2024	\$1,020.00
Yr. 2023	\$1,020.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Earthquake	Contribution
Yr. 2024	\$0.00
Yr. 2023	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Flood	Contribution
Yr. 2024	\$0.00
Yr. 2023	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

No Fault	Contribution
Yr. 2024	\$390.00
Yr. 2023	\$326.00
Difference	\$64.00
% Difference	19.63%
Loss Ratio	0.00%



Deductible Options

Bowles Metropolitan District

Based on Coverage 24PL-60142-2429 data as of 10/28/2023

Auto Liability	
	\$25,512.00

General Liability	
\$0.00	\$3,308.00
\$500.00	\$2,580.00
\$1,000.00	\$2,408.00
\$2,500.00	\$2,236.00
\$5,000.00	\$2,064.00
\$7,500.00	\$1,998.00
\$10,000.00	\$1,892.00

Auto Physical Damage	
Comprehensive and Collision Deductibles	
Both	\$25,512.00

Property	
Property and Inland Marine Deductibles (IM Max	
Both \$250.00	\$23,309.00
Both \$500.00	\$19,971.00
Both \$1,000.00	\$19,657.00
Both \$2,500.00	\$19,382.00
Both \$5,000.00	\$19,182.00
Property \$7,500.00	\$18,983.00
Property \$10,000.00	\$18,737.00
Property \$25,000.00	\$17,874.00
Property \$50,000.00	\$17,004.00
Property \$100,000.00	\$15,986.00
\$5,000)	

No-Fault	
\$500.00	\$390.00
\$1,000.00	\$273.00
\$2,500.00	\$253.00
\$5,000.00	\$195.00
\$7,500.00	\$175.00

Public Officials Liability	
EPLI \$100,000 &:	
POL \$1,000.00	\$1,163.00
POL \$2,500.00	\$1,163.00
POL \$5,000.00	\$1,163.00
POL \$7,500.00	\$1,163.00
POL \$10,000.00	\$1,163.00
POL \$1,000 &:	
EPLI \$5,000.00	\$2,400.00
EPLI \$7,500.00	\$2,142.00
EPLI \$10,000.00	\$1,884.00
EPLI \$25,000.00	\$1,367.00
EPLI \$50,000.00	\$1,163.00
EPLI \$100,000.00	\$1,163.00

Equipment Breakdown	
\$1,000.00	\$185.00
\$2,500.00	\$181.00
\$5,000.00	\$164.00
\$7,500.00	\$161.00
\$10,000.00	\$155.00



2024 Excess Liability Options Proposal

This Proposal Does Not Bind Coverage

This report demonstrates what it would cost your district to increase coverage from your current limit of liability to a higher limit.

Named Member: Bowles Metropolitan District

Certificate Number: 24PL-60142-2429

<u>Excess Limit</u>	<u>Annual Excess Contribution</u>	<u>Change in Contribution</u>
\$1,000,000	\$565	-\$455
\$2,000,000	\$819	-\$201
\$3,000,000	\$941	-\$79
\$4,000,000*	\$1,020	\$0
\$5,000,000	\$1,250	\$230
\$6,000,000	\$1,500	\$480
\$7,000,000	\$1,750	\$730
\$8,000,000	\$2,000	\$980

* This is your current excess limit.

Note: This is not your Coverage Document. It was created solely for informational purposes.

10/28/2023



Public Entity Liability and Auto Physical Damage Certificate Holder Declaration

Master Coverage Document Number: CSD Pool CTC 01 01 24 and CSD Pool PEL 01 01 24

Certificate Number: 24PL-60142-2429

Coverage Period: 1/1/2024 to EOD 12/31/2024

Named Member:

Bowles Metropolitan District
 c/o CliftonLarsonAllen LLP
 8390 E. Crescent Parkway, Suite 300
 Greenwood Village, CO 80111

Broker of Record:

Highstreet TCW Risk Management
 384 Inverness Parkway
 Suite 170
 Englewood, CO 80112

Coverage is provided only for those coverages indicated below for which a contribution is shown.

Coverage	Per Occurrence Limit	Annual Aggregate Limit	Deductible	Contribution
Public Entity Liability Coverage including:	\$2,000,000	None		
General Liability	Included	None	\$1,000	\$2,408
Medical Payments - Premises	\$10,000	None	None	Included
Employee Benefits Liability	Included	None	\$1,000	Included
Public Officials Liability	Included	None	\$1,000	\$1,163
Employment Practices Liability	Included	None	*\$100,000	Included
Pre Loss Legal Assistance	\$3,500	\$7,000	None	Included
No-Fault Water Intrusion & Sewer Backup	\$200,000 limited to \$10,000 Any One Premises	***\$1,000,000	\$500	\$390
Cyber	\$200,000	**\$200,000	\$1,000	Included
Fiduciary Liability	\$200,000	**\$200,000	\$1,000	Included
Excess Liability - Coverage agreements	\$4,000,000	None	None	\$1,020
Auto Liability	No Coverage	No Coverage	N/A	No
Medical Payments – Auto	No Coverage	No Coverage	N/A	No
Non-Owned and Hired Auto Liability	Included	None	None	\$132
Uninsured/Underinsured Motorists Liability	No Coverage	No Coverage	N/A	No
Auto Physical Damage	No Coverage	No Coverage	N/A	No
Hired Auto Physical Damage	\$50,000	N/A	\$500/\$500	\$65
Auto Physical Damage - Employee Deductible	\$2,500	N/A	None	Included

Total Contribution \$5,178

*Employment Practices Liability Deductible: 50% of loss including Indemnity and Legal Expenses subject to a maximum deductible of \$100,000 each occurrence.

**A \$5,000,000 All Member Annual Aggregate Limit shall apply to Cyber.

**A \$1,000,000 All Member Annual Aggregate Limit shall apply to Fiduciary Liability.

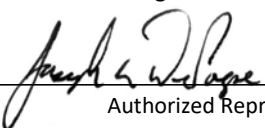
***No-Fault Water Intrusion & Sewer Backup has \$1,000,000 All Member Annual Aggregate Limit.

Prior Acts coverage applies to previous Claims Made Policies

Additional Endorsements applicable to Member:

Additional Covered Member - Designated Person or Organization Automatic Status when Required under a written contract or agreement with the Member

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Public Entity Liability Coverage Document. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage Document for actual coverage, terms, conditions, and exclusions.

Countersigned by: 
 Authorized Representative



LIABILITY ENDORSEMENT

Named Member Bowles Metropolitan District	Endorsement CSD Pool Additional Covered Member – Designated Person or Organization 01 01 22
Certificate Number 24PL-60142-2429	Effective Date of Endorsement 1/1/2024
Issued By Colorado Special Districts Property and Liability Pool	

This endorsement modifies coverage provided under the following:

PUBLIC ENTITY LIABILITY COVERAGE DOCUMENT

ADDITIONAL COVERED MEMBER – DESIGNATED PERSON OR ORGANIZATION AUTOMATIC STATUS WHEN REQUIRED UNDER A WRITTEN CONTRACT OR AGREEMENT WITH THE MEMBER

PLEASE READ CAREFULLY

Automatic Status of Additional Covered Member, Person(s), or Organization(s)

Note: Additional Covered Member Status may only be provided to a person or organization who the **Member** has agreed to include as an Additional Covered Member under a written contract or agreement, provided such contract was executed prior to the date of loss.

Section I – Coverage Agreements is amended to include as Additional Covered Member any person or organization when the **Member** and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an Additional Covered Member on the **Member’s** policy. Such person or organization is an Additional Covered Member with respect to liability for those sums which the **Member** shall be legally obligated to pay as damages for “bodily injury”, “personal injury”, “property damage”, or a “wrongful act(s) caused, in whole or in part, by the **Member’s** acts or omissions, or the acts or omissions of those acting on its behalf.

- A. In the performance of ongoing operations performed by the **Member**.
- B. A person’s or organization’s status as an Additional Covered Member under this Endorsement ends when their written contract or agreement with the **Member** ends.
- C. With respect to the coverage afforded to the Additional Covered Members, this coverage does not apply to any “occurrence” which takes place after the written contract or agreement expires.



Property Certificate Holder Declaration

Master Coverage Document Number: CSD Pool CTC 01 01 24 and CSD Pool Property 01 01 24

Certificate Number: 24PL-60142-2429

Coverage Period: 1/1/2024 to EOD 12/31/2024

Named Member:

Bowles Metropolitan District
c/o CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111

Broker of Record:

Highstreet TCW Risk Management
384 Inverness Parkway
Suite 170
Englewood, CO 80112

Limit of Coverage per Occurrence:

\$4,990,024 Reported Buildings, Business Personal Property, Other Scheduled Items, Outdoor Property and EDP per Schedule.

\$250,000 Business Income including Extra Expense/Rental Income sublimit unless a higher amount is specified on Schedule.
\$ Inland Marine Scheduled items.

\$0 Excess of \$2,000,000 Earthquake Limit per occurrence and annual aggregate per Property Schedule.

\$0 Excess of \$2,000,000 Flood Limit per occurrence and annual aggregate per Property Schedule.
Flood Zone A and Flood Zone V are subject to an all member combined limit of \$60,000,000 per occurrence and annual aggregate.

Locations Covered:

Per Schedules on file. Property in Course of Construction must be shown on the Schedule to be covered.

Report of Values:

Annual Statement of Values must be submitted and additions/deletions are to be reported as they occur.

Perils Covered:

Risk of Direct Physical Loss subject to the terms, conditions, and exclusions in the Master Property Coverage Document.

Deductibles:

\$500 Per Occurrence, except where noted on Member's Schedules

Earthquake - 2% Per Occurrence of the value of the covered damaged property at the time of loss, subject to a \$5,000 minimum and \$50,000 maximum.

Flood - 2% Per Occurrence of the value of the covered damaged property at the time of loss, subject to a \$5,000 minimum and \$50,000 maximum.

Contribution:

\$19,971

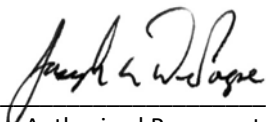
Additional Endorsements applicable to Member:

Cosmetic Damage Exclusion

Wind and Hail Deductible Endorsement

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Property Coverage Document. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage Document for actual coverage, terms, conditions, and exclusions.

Countersigned by:


Authorized Representative



PROPERTY ENDORSEMENT

Named Member: Bowles Metropolitan District	Endorsement: CSD Pool Wind Hail Deductible 01 01 23
Certificate Number: 24PL-60142-2429	Effective Date of Endorsement: 1/1/2024
Issued By: Colorado Special Districts Property and Liability Pool	

This endorsement modifies coverage provided under the following:

**PROPERTY COVERAGE DOCUMENT
WIND AND HAIL DEDUCTIBLE
PLEASE READ IT CAREFULLY**

The following is added to Section 2. **DEDUCTIBLE:**

E. Wind and/or Hail damage to a building or structure identified in the Member District property schedule as Real Property or Outdoor Property:

In respect to Member District’s whose total scheduled property values are below \$25M, 2% per **Occurrence** of the value of the covered damaged property and applicable business income at the time the loss occurs, subject to a \$5,000 minimum and \$50,000 maximum per **Occurrence**, unless a higher deductible is scheduled at the damaged location.

In respect to Member District’s whose total scheduled property values are over \$25M, 2% per **Occurrence** of the value of the covered damaged property and applicable business income at the time the loss occurs, subject to a \$5,000 minimum and \$75,000 maximum per **Occurrence**, unless a higher deductible is scheduled at the damaged location.

ALL OTHER TERMS AND CONDITIONS OF THE PROPERTY COVERAGE FORM REMAIN UNCHANGED.



PROPERTY ENDORSEMENT

Named Member: Bowles Metropolitan District	Endorsement: CSD Pool Cosmetic Damage Exclusion 01 01 23
Certificate Number: 24PL-60142-2429	Effective Date of Endorsement: 1/1/2024
Issued By: Colorado Special Districts Property and Liability Pool	

This endorsement modifies the coverage provided under the following:

PROPERTY COVERAGE DOCUMENT
COSMETIC DAMAGE EXCLUSION
PLEASE READ IT CAREFULLY

The following is added to Section 7 PERILS EXCLUDED:

V. Against Cosmetic Damage to Roof Surfacing caused by or resulting from wind and/or hail to a building or structure identified in the **Member District** property schedule as **Real Property** or **Outdoor Property**.

For purposes of this endorsement, the following is added to SECTION 32 ADDITIONAL DEFINITIONS:

Roof Surfacing means the shingles, tiles, cladding, metal or synthetic sheeting or similar materials covering the roof and includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing, vent covers and gutters.

Cosmetic Damage means that the wind and/or hail caused marring, pitting or other superficial damage that altered the appearance of the roof surfacing, but such damage does not prevent the roof from continuing to function as a barrier to entrance of the elements to the same extent as it did before the cosmetic damage occurred.

However, this exclusion shall not apply to **Cosmetic Damage** to the front entry, areas of **Roof Surfacing** visibly apparent to a pedestrian from the street or sidewalk composing less than 25% of the roof area of a **Member District's** scheduled building or structure identified as **Real Property** or **Outdoor Property**. The **Pool** will pay for **Cosmetic Damage** to such areas, limited to less than 25% of the roof area of the scheduled building or structure, subject to all other terms, conditions and exclusions of the Property Coverage Form.

ALL OTHER TERMS AND CONDITIONS OF THE PROPERTY COVERAGE FORM REMAIN UNCHANGED.



Equipment Breakdown Declarations

Master Coverage Document Number: CSD Pool EB 01 01 21

Certificate Number: 24PL-60142-2429

Coverage Period: 1/1/2024 to EOD 12/31/2024

Named Member:

Bowles Metropolitan District
c/o CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111

Broker of Record:

Highstreet TCW Risk Management
384 Inverness Parkway
Suite 170
Englewood, CO 80112

Covered Equipment:

Equipment that (1) generates, transmits or utilizes energy, including electronic communications and data processing equipment; or (2) which during normal usage, operates under vacuum or pressure, other than the weight of its contents.

Locations:

Property must be at a location described in the Named Member's current Schedule of Property on file with the CSD Pool and must be owned, leased, or operated under the control of the Member District.

Equipment Breakdown Limit: \$325,668 Scheduled Property

Sub Limits:

Newly Acquired Locations (90 Days Reporting)	\$2,500,000
Business Income / Extra Expense	\$1,000,000
Expediting Expenses	\$1,000,000
Rental Income	\$1,000,000
Demolition & Increased Cost of Construction	\$1,000,000
Off-Premises Equipment Breakdown	\$500,000
Service Interruption	\$250,000
Hazardous Substances	\$250,000
Perishable Goods	\$250,000
Data Restoration	\$250,000
Green Property Upgrade	\$100,000
Public Relations Coverage	\$5,000

Deductible: \$1,000 per Occurrence

Contribution: \$185

This Equipment Breakdown Declarations is made and is mutually accepted by the CSD Pool and the Member District subject to all terms which are made a part of the Equipment Breakdown Coverage Document. This Certificate represents only a brief summary of coverages. Please refer to the Equipment Breakdown Coverage Document for actual coverage, terms, conditions, and exclusions.

Countersigned by: _____

A handwritten signature in black ink, appearing to read "Joseph W. Page", is written over a horizontal line.

Authorized Representative

Crime Certificate Holder Declaration

Master Coverage Document Number: J05931794
Certificate Number: 24PL-60142-2429

Insurer: Federal Insurance Company (Chubb)
Coverage Period: 1/1/2024 to EOD 12/31/2024

Named Member:

Bowles Metropolitan District
c/o CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111

Broker of Record:

Highstreet TCW Risk Management
384 Inverness Parkway
Suite 170
Englewood, CO 80112

Covered Designated Agent(s):

Coverages and Limits:

Employee Theft:	\$10,000
<ul style="list-style-type: none"> · Limit is maximum for each loss · Employee includes executives, full-time, part-time, seasonal, leased and temporary employee(s), interns or non-compensated volunteer. · Includes funds from a sponsored benefit plan. 	
Public Official Faithful Performance of Duty:	\$10,000
Client Theft:	\$10,000
Forgery or Alteration:	\$10,000
On Premises:	\$10,000
In Transit:	\$10,000
Computer System Fraud:	\$10,000
Funds Transfer Fraud:	\$10,000
Debit, Credit or Charge Card Fraud:	\$10,000
Money Orders and Counterfeit Paper Currency Fraud:	\$10,000
Social Engineering Fraud:	\$10,000

Deductible(s):

All Crime except Social Engineer Fraud:	\$250
Social Engineering Fraud:	20% of Social Engineering Fraud Limit

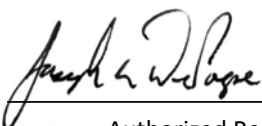
Contribution:

\$178

Policy Forms:

PF-52815 (04/20)	The Chubb Primary SM Commercial Crime Insurance
PF-52853 (04/20)	Governmental Entity (Colorado Special Districts Pool) Endorsement
PF-53127 (04/20)	Colorado Amendatory Endorsement
PF-52851 (04/20)	Add Corporate Credit Card Coverage

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Master Crime Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Policy Documents for actual coverage, terms, conditions, and exclusions.

Countersigned by:  _____
Authorized Representative



Identity Recovery Certificate Holder Declaration

Master Coverage Policy Number:

CSD 2009 CP IDR Form 01 01 21

Insurer:

The Hartford Steam Boiler Inspection
and Insurance Company

Certificate Number: 24PL-60142-2429

Coverage Period: 1/1/2024 to EOD 12/31/2024

Named Member:

Bowles Metropolitan District
c/o CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111

Broker of Record:

Highstreet TCW Risk Management
384 Inverness Parkway
Suite 170
Englewood, CO 80112

Member:

All permanent employees and District Board members participating in the Colorado Special Districts Property and Liability Pool; Special District Association of Colorado staff and Board of Directors.

Coverage:

Reimbursement coverage for expenses arising from a defined "Identity Theft" event. Including: legal fees for answer of civil judgements and defense of criminal charges; phone, postage, shipping fees; notary and filing fees; credit bureau reports; lost wages; child/elder care and mental health counseling.

This coverage does not reimburse the member for monies stolen or fraudulently charged to the member, and excludes loss arising from the member's fraudulent, dishonest or criminal act.

Annual Aggregate Limit per Member: \$35,000

Case Management Service Expenses - does not reduce the limit available

Legal Costs - reduces the limit available

Sub Limits:

\$5,000	Lost Wages and Child/Elder Care
\$1,000	Mental Health Counseling
\$1,000	Miscellaneous Expenses

Coverage Trigger: Coverage is provided on a discovery basis with a 60-day reporting requirement

Claims: For Recovery Assistance and Counseling, please call 1-800-945-4617

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Identity Recovery Coverage Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage document for actual coverage, terms, conditions, and exclusions.

Countersigned by:

Authorized Representative



Environmental Legal Liability Certificate Holder Declaration

Master Policy Number: ER00A9V24
Certificate Number: 24PL-60142-2429
Named Member:
 Bowles Metropolitan District
 c/o CliftonLarsonAllen LLP
 8390 E. Crescent Parkway, Suite 300
 Greenwood Village, CO 80111

Insurer: Aspen Specialty Insurance Company
Coverage Period: 1/1/2024 to EOD 12/31/2024
Broker of Record:
 Highstreet TCW Risk Management
 384 Inverness Parkway
 Suite 170
 Englewood, CO 80112

Claims-Made Coverage:

1. **First Party Protection:** For coverages 1.a – 1.d, the pollution incident must be first discovered by the responsible insured and reported to the insurer during the policy period.
 - a. **Clean up:** Covers clean-up costs resulting from a pollution incident on, at, under, or migrating from or through an insured location.
 - b. **Emergency Response:** Covers emergency response cost resulting from a
 - c. **Pollution Incident:** (i) on, at, under or migrating from or through an insured location; (ii) caused by transportation; or (iii) caused by covered operations.
 - d. **Environmental Crisis:** Covers crisis cost resulting from a crisis event.
 - e. **Business Interruption:** Covers business interruption cost and extra expense incurred by the insured and solely and directly by a pollution incident on, at or under an insured location, provided the pollution incident results in clean-up cost covered by this policy.

2. **Legal Liability Protection:** For coverages 2.a – 2.d, the claim for damages because of such bodily injury or property damage, or a claim for such clean-up cost, is first made against an insured and reported to the insurer during the policy period.
 - a. **Insured Location:** Covers sums the insured becomes legally obligated to pay: (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident on, at under, or migrating from or through an insured location.
 - b. **Non-owned Site:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident on, at under, or migrating from or through any non-owned site.
 - c. **Transportation:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident caused by transportation.
 - d. **Covered Operations:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident caused by covered operations or completed operations.

Limits of Liability: \$1,000,000 Each Pollution Incident
 \$5,000,000 Total Policy and Program Aggregate – Shared All Members
Sublimits: \$500,000 Environmental Crisis Aggregate
 \$250,000 Business Interruption Aggregate
 \$100,000 Perfluorinated Compounds Aggregate

Member Deductible: \$1,000 Each Pollution Incident

Retroactive Date: January 1, 2009 (unless otherwise specified)
Defense Costs: Legal defense expenses and settlement shall erode the Limits of Liability

Partial List of Exclusions:

Asbestos, Contractual Liability, Criminal Fines and Criminal Penalties, Cross Liability (Insured vs. Insured), Damage to Insured's Product/Work, Divested Property, Employers Liability, Fraud or Misrepresentation, Intentional Non-Compliance, Internal Expenses, Known Conditions, Lead-Based Paint, Material Change in Risk, Non-Owned Disposal Sites, Underground Storage Tanks and Above Ground Storage Tanks excluded unless scheduled, Vehicle Damage, War or Terrorism, Workers Compensation, Lead at all gun or shooting ranges, Maintenance, Upgrades, Improvements or Installations where required by law, Microbial Matter with carveback for sudden and accidental water intrusion; 10-day discovery period/30 day reporting period, Prior Claims, Communicable Disease

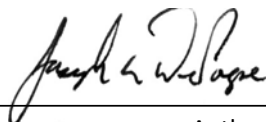
Policy Forms:

ASPENV110 06 17	Environmental Legal Liability Policy
ASPENV098 11 17	Cap on Losses from Certified Acts of Terrorism
ASPENV340 05 17	Insured Location(s) Schedule Endorsement
ASPENV310 05 17	Known Conditions Exclusion Endorsement
ASPENV316 05 17	Legal Expense Aggregate Limit of Liability Endorsement
ASPENV117 11 17	Self-Insured Retention Aggregate (Erosion by Underlying Policies)
ASPENV117 11 17	Sewage Back-up Deductible Amendatory Endorsement
ASPENV117 11 17	Perfluorinated Compounds, Sublimit and Retroactive Date Amendatory Endorsement
ASPENV117 11 17	Cancellation Amendatory Endorsement
ASPENV117 11 17	Microbial Matter Exclusion Endorsement
ASPENV117 11 17	Maintenance, Upgrade, Improvements or Installations Exclusion Endorsement
ASPENV117 11 17	Retroactive Date All Coverage Endorsement
ASPENV117 11 17	Microbial Matter Sudden and Accidental Coverage Limitation Amendatory Endorsement
ASPENV117 11 17	Insured Location/Acquired Property Endorsement
ASPENV117 11 17	Public Entity Amendatory Endorsement
ASPENV322 05 17	Minimum Earned Premium Endorsement
ASPENV341 05 17	Named Insured Schedule Endorsement
ASPENV118 11 17	Nuclear, Biological, Chemical, or Radiological Terrorism Exclusion
ASPENV003 05 17	Other Insurance Condition Amendatory Endorsement
ASPER334 01 14	Prior Claim Exclusion Endorsement
ASPENV338 04 19	Schedule of Crisis Management Firms Endorsement
ASPENV431 11 17	Aspen Environmental Emergency Response Hotline
SNCO 1021	Colorado Surplus Lines Notice
ASPENV117.EL.0920.X	Communicable Disease Exclusion

Additional Endorsements Applicable to Named Member:

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all coverage terms under the Pollution Liability Policy #EV00A9V23 issued by Aspen Specialty Insurance Company. This Certificate represents a brief summary of coverages. Please refer to the Master Coverage Document for all coverage terms, conditions and exclusions.

Countersigned by:



Authorized Representative

Terrorism, Sabotage and Malicious Attack Certificate Holder Declaration

Master Coverage Policy Number:

TER P 004 CW (06/11) physical loss or damage
33HIS00151 Terrorism Combined Liability
TER P0027CW (05/17) Malicious Attack
10/17 Malicious Attack combined liability

Insurer:

Lloyds, Hiscox Syndicate 33

Certificate Number: 24PL-60142-2429

Coverage Period: 1/1/2024 to EOD 12/31/2024

Named Member:

Bowles Metropolitan District
c/o CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111

Broker of Record:

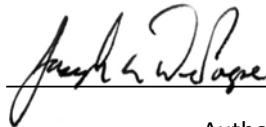
Highstreet TCW Risk Management
384 Inverness Parkway
Suite 170
Englewood, CO 80112

Coverage for All CSD Pool Members combined	Per Occurrence Limit	Annual Aggregate Limit	Deductible
All Coverages Combined	n/a	\$105,000,000	n/a
Terrorism and Sabotage – Physical Loss or Damage	\$100,000,000	\$100,000,000	\$10,000
Terrorism – Combined Liability	\$10,000,000	\$10,000,000	\$10,000
Malicious Attack – Physical Loss or Damage & Combined Liability	\$5,000,000	\$5,000,000	\$5,000
<i>Malicious Attack Sub-limits applicable:</i>			
Prevention or Restriction of Access	\$2,500,000	\$2,500,000	\$5,000
Utilities	\$2,500,000	\$2,500,000	\$5,000
Personal Accident Costs	\$250,000	\$250,000	\$5,000
Crisis Management Costs	\$250,000	\$250,000	\$5,000

Report all Claims to: Phone: (800) 318-8870, ext. 1
Email: claims@csdpool.org

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Terrorism, Sabotage and Malicious Attack Coverage Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage document for actual coverage, terms, conditions, and exclusions.

Countersigned by:



Authorized Representative

**General Liability Schedule
Metropolitan District**

Policy Number: 24PL-60142-2429
Named Member: Bowles Metropolitan District

Coverage Period: 1/1/2024 – EOD 12/31/2024
Broker: Highstreet TCW Risk Management

Code	Description	Unit	Amount	Effective Date	Expiration Date
1	1-Number of Skate Board Parks	Total	0.00	1/1/2024	12/31/2024
2	2-Number of Diving Boards	Total	0.00	1/1/2024	12/31/2024
3	3-Number of Water Slides	Total	0.00	1/1/2024	12/31/2024
4	4-Maximum Bond Issued	Dollars	1,216,665.00	1/1/2024	12/31/2024
5	5-Number of Bonds Issued	Total	1.00	1/1/2024	12/31/2024
20	20-Day Care Operations - Total Annual Payroll	Dollars	0.00	1/1/2024	12/31/2024
30	30-Number of EMT Personnel	Total	0.00	1/1/2024	12/31/2024
32	32-Paid Firefighters - Non-EMT	Total	0.00	1/1/2024	12/31/2024
37	37-Pipe Line - Under Drain	Miles	0.00	1/1/2024	12/31/2024
39	39-Pipe Line	Miles	0.00	1/1/2024	12/31/2024
43	43-Pipe Line - Sewer / Storm Drainage Combined	Miles	0.00	1/1/2024	12/31/2024
50	50-Number of Teachers	Total	0.00	1/1/2024	12/31/2024
70	70-Number of Golf Courses	Total	0.00	1/1/2024	12/31/2024
80	80-Number of Go Cart Tracks	Total	0.00	1/1/2024	12/31/2024
98	98-Additional First Named Members	Total	0.00	1/1/2024	12/31/2024
105	105-Total Operating Expenses - Any other	Dollars	1,451,332.00	1/1/2024	12/31/2024
130	130-Total Operating Expenses - Park & Recreation	Dollars		1/1/2024	12/31/2024
131	131-Total Operating Expenses - Cemetery	Dollars		1/1/2024	12/31/2024
132	132-Total Operating Expenses - Soil & Water Conservation	Dollars		1/1/2024	12/31/2024

133	133-Total Operating Expenses - Pest Control	Dollars		1/1/2024	12/31/2024
134	134-Total Operating Expenses - Hospital / Health	Dollars		1/1/2024	12/31/2024
135	135-Total Operating Expenses - Drainage	Dollars		1/1/2024	12/31/2024
136	136-Total Operating Expenses - Library	Dollars		1/1/2024	12/31/2024
137	137-Total Operating Expenses - Water Control	Dollars		1/1/2024	12/31/2024
138	138-Total Operating Expenses - Fire / Ambulance	Dollars		1/1/2024	12/31/2024
139	139-Total Operating Expenses - Water	Dollars		1/1/2024	12/31/2024
140	140-Total Operating Expenses - Irrigation	Dollars		1/1/2024	12/31/2024
141	141-Total Operating Expenses - Sanitation	Dollars		1/1/2024	12/31/2024
142	142-Total Operating Expenses - Transit	Dollars		1/1/2024	12/31/2024
143	143-Total Operating Expenses - Improvement	Dollars		1/1/2024	12/31/2024
151	151-Total Operating Expenses - Sanitation MW Discounted	Dollars	0.00	1/1/2024	12/31/2024
215	215-Buildings & Premises Occupied by District	Sq. Ft.	0.00	1/1/2024	12/31/2024
250	250-Number of Homes – Covenant Enforcement/Design Review Services under District Authority	Total		1/1/2024	12/31/2024
270	270-Number of Aboveground Storage Tanks (excluding water tanks)	Total	0.00	1/1/2024	12/31/2024
331	331-Number of Paid Firefighters - Full-Time	Total		1/1/2024	12/31/2024
332	332-Number of Paid Firefighters - Part-Time	Total		1/1/2024	12/31/2024
333	333-Number of Volunteer Firefighters	Total		1/1/2024	12/31/2024
334	334-Number of Paid EMT - Full-Time	Total	0.00	1/1/2024	12/31/2024
335	335-Number of Paid EMT - Part-Time	Total	0.00	1/1/2024	12/31/2024
341	341-Time Spent by Club/Recreation/Camp Volunteers	Hours	0.00	1/1/2024	12/31/2024
342	342-Time Spent by Day Care Volunteers	Hours	0.00	1/1/2024	12/31/2024
344	344-Time Spent by Event Organizer Volunteers	Hours	0.00	1/1/2024	12/31/2024
345	345-Time Spent by General Volunteers	Hours	0.00	1/1/2024	12/31/2024

348	348-Number of Board Members	Total	5.00	1/1/2024	12/31/2024
350	350-Number of Permanent Employees - Full-Time	Total		1/1/2024	12/31/2024
351	351-Number of Permanent Employees - Part-Time	Total	0.00	1/1/2024	12/31/2024
366	366-Total Payroll	Dollars	0.00	1/1/2024	12/31/2024
400	400-Number of Boats - Under 26'	Total	0.00	1/1/2024	12/31/2024
411	411-Total Water Delivered Annually - Millions of Gallons (MGAL)	MGAL	0.00	1/1/2024	12/31/2024
414	414-Playground/parks (Area)	Acres	0.00	1/1/2024	12/31/2024
415	415-Number of Grandstands/Stadiums	Total	0.00	1/1/2024	12/31/2024
420	420-Vacant Land	Acres		1/1/2024	12/31/2024
450	450-Miles of Road Maintained	Miles	0.00	1/1/2024	12/31/2024
522	522-Number of Ponds, Lakes & Reservoirs	Total	0.00	1/1/2024	12/31/2024
550	550-Fire Department Area Served	Sq Miles	0.00	1/1/2024	12/31/2024
671	671-Number of Parks	Total	1.00	1/1/2024	12/31/2024
710	710-Dams - Class 1 - Low Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2024	12/31/2024
712	712-Dams - Class 1 - Low Hazard - Number of Dams	Count	0.00	1/1/2024	12/31/2024
720	720-Dams - Class 2 - Med Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2024	12/31/2024
722	722-Dams - Class 2 - Med Hazard - Number of Dams	Count	0.00	1/1/2024	12/31/2024
730	730-Dams - Class 3 - High Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2024	12/31/2024
732	732-Dams - Class 3 - High Hazard - Number of Dams	Count	0.00	1/1/2024	12/31/2024
811	811-Number of Spillways	Total	0.00	1/1/2024	12/31/2024
900	900-Services Contracted out to Others	Dollars	1,242,468.00	1/1/2024	12/31/2024
924	924-Revenue from use of Swimming Pools	Dollars	0.00	1/1/2024	12/31/2024
925	925-Number of Swimming Pools	Total	0.00	1/1/2024	12/31/2024
945	945-Number of Sewage Taps	Total	0.00	1/1/2024	12/31/2024

946	946-Number of Water Mains or Connections	Total	0.00	1/1/2024	12/31/2024
947	947-Sewer and/or Sanitation Line Maintenance (budget)	Dollars	0.00	1/1/2024	12/31/2024
948	948-Water Line Maintenance (budget)	Dollars	0.00	1/1/2024	12/31/2024
997	997-Number of district sponsored Events/Fundraisers - No Alcohol Served	Total	0.00	1/1/2024	12/31/2024
998	998-Number of District sponsored Events/Fundraisers – With Alcohol Served	Total	0.00	1/1/2024	12/31/2024
999	999-Prior Acts Coverage Under a Previous "Claims Made" Policy	Premium	1,368.00	1/1/2024	12/31/2024

If your district has exposures not listed on the General Liability schedule above, such as airplanes, security staff, bridges, drones, etc., please furnish details. Certain activities may be excluded or restricted.

Property Schedule

Coverage Period: 1/1/2024-EOD 12/31/2024

Named Member:

Bowles Metropolitan District

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$ 500.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#	001-001	Unique#	PROP-00000689	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$219	\$	\$
Sunset Park - Basketball Courts	Year Built:	2009	Term:	1/1/2024 to 12/31/2024		Contents:		\$ 0.00			
W. Grant Ranch Blvd & S. Jay Circle	Sq. Feet:		County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Littleton, CO 80123	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$54,713.00			

Location / Premise#	001-002	Unique#	PROP-00000690	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$109	\$	\$
Sunset Park - Baseball Fence	Year Built:	2009	Term:	1/1/2024 to 12/31/2024		Contents:		\$ 0.00			
W. Grant Ranch Blvd & S. Jay Circle	Sq. Feet:		County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Littleton, CO 80123	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$27,220.00			

Location / Premise#	001-003	Unique#	PROP-00114680	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$ 79	\$	\$
Sunset Park - Picnic Tables (9)	Year Built:		Term:	1/1/2024 to 12/31/2024		Contents:		\$ 0.00			
W. Grant Ranch Blvd & S. Jay Circle	Sq. Feet:		County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Littleton, CO 80123	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$19,696.00			

Property Schedule

Coverage Period: 1/1/2024-EOD 12/31/2024

Named Member:

Bowles Metropolitan District

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$ 500.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#	001-004	Unique#	PROP-00114681	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$ 12	\$	\$
Sunset Park - Large Sign	Year Built:	2009	Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00				
W. Grant Ranch Blvd & S. Jay Circle	Sq. Feet:		County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00			
Littleton, CO 80123	# Stories		Flood Zone:	Zone X			Business Inc:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				UG Pipes:	\$ 0.00			
							Otherwise Classified:	\$3,040.00			

Location / Premise#	001-005	Unique#	PROP-00114684	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$124	\$	\$
Sunset Park - Gazebo/Shade Structure	Year Built:	2009	Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00				
W. Grant Ranch Blvd & S. Jay Circle	Sq. Feet:		County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00			
Littleton, CO 80123	# Stories		Flood Zone:	Zone X			Business Inc:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				UG Pipes:	\$ 0.00			
							Otherwise Classified:	\$31,004.00			

Location / Premise#	001-006	Unique#	PROP-00114686	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$ 5	\$	\$
Sunset Park - Pet Stations (4)	Year Built:	2009	Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00				
W. Grant Ranch Blvd & S. Jay Circle	Sq. Feet:		County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00			
Littleton, CO 80123	# Stories		Flood Zone:	Zone X			Business Inc:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				UG Pipes:	\$ 0.00			
							Otherwise Classified:	\$1,216.00			

Property Schedule

Coverage Period: 1/1/2024-EOD 12/31/2024

Named Member:

Bowles Metropolitan District

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$ 500.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#	001-007	Unique#	PROP-00114683	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$ 53	\$	\$
Sunset Park - Trash Cans (12)	Year Built:	2009	Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00				
W. Grant Ranch Blvd & S. Jay Circle	Sq. Feet:		County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Littleton, CO 80123	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$13,131.00			

Location / Premise#	001-008	Unique#	PROP-00000688	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$184	\$	\$
Sunset Park - Playground Equipment	Year Built:	1996	Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00				
W. Grant Ranch Blvd & S. Jay Circle	Sq. Feet:	0	County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Littleton, CO 80123	# Stories	1.00	Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$45,879.00			

Location / Premise#	001-009	Unique#	PROP-00114685	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$ 7	\$	\$
Sunset Park - BBQs (4)	Year Built:	2009	Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00				
W. Grant Ranch Blvd & S. Jay Circle	Sq. Feet:		County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Littleton, CO 80123	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$1,824.00			

Property Schedule

Coverage Period: 1/1/2024-EOD 12/31/2024

Named Member:

Bowles Metropolitan District

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$ 500.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#	001-010	Unique#	PROP-00114682	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$146	\$	\$
Sunset Park - Benches (15)	Year Built:	2009	Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00				
W. Grant Ranch Blvd & S. Jay Circle	Sq. Feet:		County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00			
Littleton, CO 80123	# Stories		Flood Zone:	Zone X			Business Inc:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				UG Pipes:	\$ 0.00			
							Otherwise Classified:	\$36,475.00			

Location / Premise#	002-001	Unique#	PROP-00114693	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$ 12	\$	\$
Lolly Park - Large Sign	Year Built:		Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00				
W. Grant Ranch Blvd. & S. Reed Way	Sq. Feet:		County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00			
Littleton, CO 80123	# Stories		Flood Zone:	Zone X			Business Inc:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				UG Pipes:	\$ 0.00			
							Otherwise Classified:	\$3,040.00			

Location / Premise#	002-002	Unique#	PROP-00114690	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$ 36	\$	\$
Lolly Park - Picnic Tables (5)	Year Built:		Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00				
W. Grant Ranch Blvd. & S. Reed Way	Sq. Feet:		County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00			
Littleton, CO 80123	# Stories		Flood Zone:	Zone X			Business Inc:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				UG Pipes:	\$ 0.00			
							Otherwise Classified:	\$9,119.00			

Property Schedule

Coverage Period: 1/1/2024-EOD 12/31/2024

Named Member:

Bowles Metropolitan District

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$ 500.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#	002-003	Unique#	PROP-00114692	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$ 29	\$	\$
Lolly Park - Trash Cans (4)	Year Built:			Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00			
W. Grant Ranch Blvd & S. Reed Way	Sq. Feet:			County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00		
								Business Inc:	\$ 0.00		
Littleton, CO 80123	# Stories			Flood Zone:	Zone X			UG Pipes:	\$ 0.00		
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No			Excess Flood Applies: No				Otherwise Classified:	\$7,295.00		

Location / Premise#	003-001	Unique#	PROP-00000687	Not Assigned	2	Replacement	Buildings:	\$ 0.00	\$730	\$	\$
Monuments	Year Built:	1996		Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00			
Grant Ranch Blvd. & W. Bowles Avenue	Sq. Feet:			County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00		
								Business Inc:	\$ 0.00		
Littleton, CO 80123	# Stories	1.00		Flood Zone:	Zone X			UG Pipes:	\$ 0.00		
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No			Excess Flood Applies: No				Otherwise Classified:	\$182,376.00		

Location / Premise#	003-002	Unique#	PROP-00114677	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$730	\$	\$
Monument (East side)	Year Built:			Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00			
Grant Ranch Blvd & W. Bowles Avenue.	Sq. Feet:			County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00		
								Business Inc:	\$ 0.00		
Littleton, CO 80123	# Stories			Flood Zone:	Zone X			UG Pipes:	\$ 0.00		
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No			Excess Flood Applies: No				Otherwise Classified:	\$182,376.00		



Property Schedule

Coverage Period: 1/1/2024-EOD 12/31/2024

Named Member:

Bowles Metropolitan District

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$ 500.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#	004-001	Unique#	PROP-00114687	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$ 36	\$	\$
Blue Herron Park - Benches (6)	Year Built:			Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00			
Grant Ranch Blvd & Bowles Avenue	Sq. Feet:			County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00		
							Business Inc:	\$ 0.00			
Littleton, CO 80123	# Stories			Flood Zone:	Zone X		UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No			Excess Flood Applies: No			Otherwise Classified:	\$9,119.00			

Location / Premise#	004-002	Unique#	PROP-00114689	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$ 12	\$	\$
Blue Herron Park - Pet Station	Year Built:			Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00			
Grant Ranch Blvd & Bowles Avenue	Sq. Feet:			County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00		
							Business Inc:	\$ 0.00			
Littleton, CO 80123	# Stories			Flood Zone:	Zone X		UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No			Excess Flood Applies: No			Otherwise Classified:	\$3,040.00			

Location / Premise#	004-003	Unique#	PROP-00114726	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$ 25	\$	\$
Blue Herron Park - Roundabout Hardscaping	Year Built:			Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00			
Grant Ranch Blvd & Bowles Avenue	Sq. Feet:			County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00		
							Business Inc:	\$ 0.00			
Littleton, CO 80123	# Stories			Flood Zone:	Zone X		UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No			Excess Flood Applies: No			Otherwise Classified:	\$6,322.00			

Property Schedule

Coverage Period: 1/1/2024-EOD 12/31/2024

Named Member:

Bowles Metropolitan District

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$ 500.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#	005-001	Unique#	PROP-00107805	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$408	\$	\$
Irrigation System/Pumps/Computer	Year Built:	2006	Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00				
7069 W. Belmont Drive	Sq. Feet:	0	County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Littleton, CO 80123	# Stories	1.00	Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: Yes	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$102,000.00			

Location / Premise#	006-001	Unique#	PROP-00107803	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$371	\$	\$
Metal Structures (2)	Year Built:		Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00				
Grant Ranch Blvd & W Bowles Avenue & S Jay Circle	Sq. Feet:		County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Littleton, CO 80123	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$92,638.00			

Location / Premise#	007-001	Unique#	PROP-00114694	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$ 68	\$	\$
Isthmus Park - Benches (7)	Year Built:		Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00				
S. Jay Circle & S. Ingalls Street	Sq. Feet:		County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Littleton, CO 80123	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$17,022.00			

Property Schedule

Coverage Period: 1/1/2024-EOD 12/31/2024

Named Member:

Bowles Metropolitan District

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$ 500.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#	007-002	Unique#	PROP-00114698	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$ 12	\$	\$
Isthmus Park - Large Park Sign	Year Built:			Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00			
S. Jay Circle & S. Ingalls Street	Sq. Feet:			County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00		
								Business Inc:	\$ 0.00		
Littleton, CO 80123	# Stories			Flood Zone:	Zone X			UG Pipes:	\$ 0.00		
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No			Excess Flood Applies: No				Otherwise Classified:	\$3,040.00		

Location / Premise#	007-003	Unique#	PROP-00114695	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$ 61	\$	\$
Isthmus Park - Picnic Tables (3)	Year Built:			Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00			
S. Jay Circle & S. Ingalls Street	Sq. Feet:			County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00		
								Business Inc:	\$ 0.00		
Littleton, CO 80123	# Stories			Flood Zone:	Zone X			UG Pipes:	\$ 0.00		
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No			Excess Flood Applies: No				Otherwise Classified:	\$15,319.00		

Location / Premise#	007-004	Unique#	PROP-00114696	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$ 18	\$	\$
Isthmus Park - Trash Cans (2)	Year Built:			Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00			
S. Jay Circle & S. Ingalls Street	Sq. Feet:			County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00		
								Business Inc:	\$ 0.00		
Littleton, CO 80123	# Stories			Flood Zone:	Zone X			UG Pipes:	\$ 0.00		
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No			Excess Flood Applies: No				Otherwise Classified:	\$4,377.00		

Property Schedule

Coverage Period: 1/1/2024-EOD 12/31/2024

Named Member:

Bowles Metropolitan District

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$ 500.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#	007-005	Unique#	PROP-00000686	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$408	\$	\$
Isthmus Park - Gazebo	Year Built:	2001	Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00				
S. Jay Circle & S. Ingalls Street	Sq. Feet:	0	County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Littleton, CO 80123	# Stories	1.00	Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$102,000.00			

Location / Premise#	008-001	Unique#	PROP-00112536	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$ 24	\$	\$
Bus Stop Bench & Concrete Pad & Trash Cans	Year Built:	2001	Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00				
W. Grant Ranch Blvd & S. Jay Circle (Eastbound)	Sq. Feet:	0	County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Littleton, CO 80123	# Stories	1.00	Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$5,911.00			

Location / Premise#	008-002	Unique#	PROP-00112535	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$ 24	\$	\$
Bus Stop Bench / Concrete Pad & Trash Cans	Year Built:	2001	Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00				
W. Grant Ranch Blvd & S. Jay Circle (Westbound)	Sq. Feet:	0	County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Littleton, CO 80123	# Stories	1.00	Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$5,911.00			

Property Schedule

Coverage Period: 1/1/2024-EOD 12/31/2024

Named Member:

Bowles Metropolitan District

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$ 500.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#	009-001	Unique#	PROP-00112532	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$ 24	\$	\$
Bus Stop Bench / Concrete Pad & Trash Cans	Year Built:	2001	Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00				
W. Grant Ranch Blvd & W. Prentice Avenue (Westbound)	Sq. Feet:	0	County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Littleton, CO 80123	# Stories	1.00	Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$5,911.00			

Location / Premise#	010-001	Unique#	PROP-00112531	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$ 24	\$	\$
Bus Stop Bench & Concrete Pad & Trash Cans	Year Built:	2001	Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00				
W. Grant Ranch Blvd & S Saulsbury Way (Eastbound)	Sq. Feet:	0	County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Littleton, CO 80123	# Stories	1.00	Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$5,911.00			

Location / Premise#	011-001	Unique#	PROP-00112520	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$ 24	\$	\$
Bus Stop Bench / Concrete Pad & Trash Cans	Year Built:	2001	Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00				
7700 Block West Grant Ranch Blvd (Westbound)	Sq. Feet:	0	County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Littleton, CO 80123	# Stories	1.00	Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$5,911.00			

Property Schedule

Coverage Period: 1/1/2024-EOD 12/31/2024

Named Member:

Bowles Metropolitan District

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$ 500.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#	012-001	Unique#	PROP-00112533	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$ 24	\$	\$
Bus Stop Bench / Concrete Pad & Trash Cans	Year Built:	2001	Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00				
W. Grant Ranch Blvd & W. Dorado Drive W (Eastbound)	Sq. Feet:	0	County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Littleton, CO 80123	# Stories	1.00	Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$5,911.00			

Location / Premise#	013-001	Unique#	PROP-00112534	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$ 24	\$	\$
Bus Stop Bench / Concrete Pad & Trash Cans	Year Built:	2001	Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00				
W. Grant Ranch Blvd & W. Sumac Avenue (Eastbound)	Sq. Feet:	0	County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Littleton, CO 80123	# Stories	1.00	Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$5,911.00			

Location / Premise#	014-001	Unique#	PROP-00107804	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$165	\$	\$
Weather Monitoring Systems	Year Built:	2001	Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00				
7255 Grant Ranch Blvd	Sq. Feet:		County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Littleton, CO 80123	# Stories	1.00	Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: Yes	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$41,292.00			

Property Schedule

Coverage Period: 1/1/2024-EOD 12/31/2024

Named Member:

Bowles Metropolitan District

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$ 500.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#	015-001	Unique#	PROP-00114699	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$ 49	\$	\$
Water Quality Monitoring Devices	Year Built:			Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00			
W. Jay Circle & W. Berry Avenue	Sq. Feet:			County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00		
Littleton, CO 80123	# Stories			Flood Zone:	Zone X			Business Inc:	\$ 0.00		
NOC Equipment Breakdown Applies: Yes	Excess Quake Applies: No			Excess Flood Applies: No				UG Pipes:	\$ 0.00		
								Otherwise Classified:	\$12,158.00		

Location / Premise#	016-001	Unique#	PROP-00114700	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$ 97	\$	\$
Water Quality Monitoring Devices (2)	Year Built:			Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00			
W. Prentice Circle	Sq. Feet:			County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00		
Littleton, CO 80123	# Stories			Flood Zone:	Zone X			Business Inc:	\$ 0.00		
NOC Equipment Breakdown Applies: Yes	Excess Quake Applies: No			Excess Flood Applies: No				UG Pipes:	\$ 0.00		
								Otherwise Classified:	\$24,317.00		

Location / Premise#	017-001	Unique#	PROP-00114727	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$ 97	\$	\$
Roundabout Hardscaping	Year Built:			Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00			
W. Grant Ranch Blvd. & Crestline Avenue	Sq. Feet:			County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00		
Littleton, CO 80123	# Stories			Flood Zone:	Zone X			Business Inc:	\$ 0.00		
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No			Excess Flood Applies: No				UG Pipes:	\$ 0.00		
								Otherwise Classified:	\$24,317.00		

Property Schedule

Coverage Period: 1/1/2024-EOD 12/31/2024

Named Member:

Bowles Metropolitan District

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$ 500.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#	018-001	Unique#	PROP-00107808	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$584	\$	\$
Irrigation Controls - 28 Units	Year Built:		Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00				
Various Locations - Map on File	Sq. Feet:		County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00			
Littleton, CO 80123	# Stories		Flood Zone:	Zone X			Business Inc:	\$ 0.00			
NOC Equipment Breakdown Applies: Yes	Excess Quake Applies: No		Excess Flood Applies: No				UG Pipes:	\$ 0.00			
							Otherwise Classified:	\$145,901.00			

Location / Premise#	019-001	Unique#	PROP-00114725	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$3,877	\$	\$
Fencing (10,622 linear feet)	Year Built:		Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00				
Throughout district	Sq. Feet:		County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00			
Littleton, CO 80123	# Stories		Flood Zone:	Zone X			Business Inc:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				UG Pipes:	\$ 0.00			
							Otherwise Classified:	\$968,640.00			

Location / Premise#	019-002	Unique#	PROP-00114728	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$11,041	\$	\$
Trees	Year Built:		Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00				
Throughout district	Sq. Feet:		County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00			
Littleton, CO 80123	# Stories		Flood Zone:	Zone X			Business Inc:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				UG Pipes:	\$ 0.00			
							Otherwise Classified:	\$2,758,741.00			

Property Schedule

Coverage Period: 1/1/2024-EOD 12/31/2024

Named Member:

Bowles Metropolitan District

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$ 500.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Totals:	Buildings:	\$0.00	\$19,972.00	\$0.00	\$0.00
	Contents:	\$0.00			
	EDP:	\$0.00			
	Business Inc:	\$0.00			
	UG Pipes:	\$0.00			
	Otherwise Classified:	\$4,990,024.00			

Minimum Property Contribution:



CERTIFICATE OF COVERAGE

Certificate Number CERT-002809

ADMINISTRATOR Colorado Special Districts Property and Liability Pool c/o McGriff Insurance Services, LLC PO Box 1539 Portland, OR 97207-1539	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
NAMED MEMBER Bowles Metropolitan District c/o CliftonLarsonAllen LLP 8390 East Crescent Parkway, Suite 300 Greenwood Village, CO 80111-2814	COMPANIES AFFORDING COVERAGE COMPANY A: Colorado Special Districts Property and Liability Pool COMPANY B: COMPANY C: COMPANY D: COMPANY E:

COVERAGES

THIS IS TO CERTIFY THAT COVERAGE DOCUMENTS LISTED HEREIN HAVE BEEN ISSUED TO THE NAMED MEMBER HEREIN FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

CO LTR	Type of Coverage	Coverage #	Effective Date	Expiration Date	LIMITS	
A	General Liability	24PL-60142-2429	01/01/24	12/31/24	General Aggregate	Unlimited
	<input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Public Officials Liability <input checked="" type="checkbox"/> Employment Practices <input checked="" type="checkbox"/> Occurrence	*Except that for claims, occurrences or suits to which the monetary limits of the Colorado Immunity Act, C.R.S. & 24-10-101, et.seq., as amended, apply, there shall be a further sublimit of (a) \$387,000 for an injury to any one person in any single occurrence; and (b) \$1,093,000 for an injury to two or more persons in any single occurrence; but in the event of an injury to two or more persons in any single occurrence, the sublimit shall not exceed \$387,000 for each injured person.			Each Occurrence*	\$2,000,000
A	Automobile Liability <input type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	24PL-60142-2429	01/01/24	12/31/24	Each Occurrence*	\$2,000,000
A	Auto Physical Damage <input type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos	24PL-60142-2429	01/01/24	12/31/24	See below if applicable.	
A	Excess Liability <input checked="" type="checkbox"/> Other Than Umbrella Form	24PL-60142-2429	01/01/24	12/31/24	General Aggregate	Unlimited
					Each Occurrence*	\$4,000,000
A	Property <input checked="" type="checkbox"/>	24PL-60142-2429	01/01/24	12/31/24	See below if applicable.	

Description:
 Grant Ranch Master Homeowners Association is listed as an additional covered member under General Liability with respects to their interest in the Member District performing maintenance and landscaping as required under written contract. Only those liabilities covered by the Pool's coverage document for the Member District shall apply, subject to the provisions and limitations contained in the Colorado Governmental Immunity Act C.R.S. 24-10-101, as amended.

CERTIFICATE HOLDER Grant Ranch Master Homeowners Association 7255 W. Grant Ranch Blvd Littleton, CO 80123	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE FORM PROVISIONS.
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AUTHORIZED REPRESENTATIVE:
By: Joseph E. DePaepe



Date: October 28, 2023

2024 CSD Pool General Coverage Notes

Drones

We are seeing many Districts either purchase or entertain purchasing Drones. The CSD Pool now offers coverage. To trigger liability coverage, subject to a \$200,000 sublimit, for member owned drones, we will want to add the number of drones to the GL Schedule to account for the liability at no cost. If you would like physical damage for the Drone itself, you must add the drone to the inland marine schedule subject to a maximum limit of \$25,000. Please contact us if you have or are considering purchasing one, so that we may help you secure the appropriate Coverage.

Property Coverages:

Property Coverage applies only at the locations listed on the policy. Verify that all locations at which you have property are listed in the declarations.

If an item or location is not listed on the policy, there is no coverage

The limit of insurance is the amount you have listed on your schedule. Verify the limits of insurance for all lines of coverage (Building, Contents - to include tenant improvements if required in contract, Outdoor Property, EDP – Computer, and Business Income) are enough to cover a total loss to that item.

The sublimit for outdoor property includes \$25,000 for Outdoor Property (permanently affixed structures or equipment) that is within 1,000 feet of a scheduled premise. Outdoor property includes exterior signs attached or detached, lighting, fences, flagpoles, pavilions, park/playground entities, paved walkways, driveways or parking lots. The valuation for this property is **actual cash value**. To have replacement cost valuation, the outdoor property must be scheduled on the property policy.

When scheduling property, keep in mind that items such as excavation, dirt work, and landscape mulch are not covered property or expenses. They are excluded under the land and land improvements exclusion.

Consider increasing property values

Due to the recent spike in labor and material cost to the state of Colorado, we would recommend you consider increasing your property values to account for these increases and to help assure that in the event of a loss, your property is adequately covered.

Computer Coverage is provided with a \$250,000 sublimit for any scheduled location. If you have more than \$250,000 of computer equipment, please let us know so that we can help you address the coverage. If you have less than \$250,000, you should not be scheduling the equipment as it may have a limiting effect on coverage. Sublimit for Member Personal Computer/Computing Equipment - \$1,500 Sublimit with a \$10,000 aggregate.



Equipment Breakdown coverage is automatically included for scheduled buildings and business personal property. Coverage applies to outdoor property (NOC-not otherwise classified) only when specified on the schedule. If your outdoor property has electrical components please check the field "NOC Equipment Breakdown Applies" when updating your 2024 schedule. Please contact us if you need help with your property schedule.

Loss of Income and Extra Expense coverage is provided with a \$250,000 sublimit. If damage to one of your properties could cause you to lose in excess of \$250,000 of revenue or would increase your operating costs by over \$250,000, please let us know so that we can help you address the coverage.

Roofs and Hail

The Pool policy carries a 2% deductible for property losses caused by hail. Your deductible will be 2% of the value of the damaged property with a \$5,000 minimum and \$50,000 maximum deductible. For any real property over \$25,000,000 – deductible is \$75,000.

The Pool is offering a deductible buy down option to a flat \$5,000 hail deductible. For pricing, please let us know (last year it was about a 30% surcharge to building and not otherwise classified property premiums).

The Pool policy has a cosmetic damage waiver. The endorsement waives coverage for claims involving wind and hail damage to a roof that suffers only cosmetic damage. Cosmetic damage refers to scuffs and dents that do not affect the structural integrity of your roof and are not visible to patrons of your facility.

If the age of your District's roof exceeds the manufacturer's expected usage warranty, the Pool will assess the value of the roof on Actual Cash Value. Actual Cash Value is the cost to replace the roof less depreciation.

The Pool is adding a building vacancy provision to the property policy. The provision states losses to buildings that are vacant for more than 60 days will be valued at Actual Cash Value unless reasonable steps are taken to maintain heat in the building or the building was winterized prior to becoming vacant.

The Excess/Umbrella Liability policy does not provide coverage for damage to property owned by the District.

Flood coverage and additional flood coverage is available. Consider the Stafford Act when considering higher flood limits and whether or not to cover specific property. If you sustained flood damage, paid for by FEMA, the Act may prevent future FEMA payments should you incur damage to uninsured property for a second time.

There is a lot of development and construction in Colorado. Property in the course of construction is not automatically covered. If you have this exposure, please let us know so that we can help you obtain the appropriate coverage.

Inland Marine/Auto Coverages:

Any vehicle or piece of equipment that is licensed for use on the road needs to be scheduled on the Auto policy – in lieu of the Inland Marine policy. Please verify that all pieces of equipment such as Snowplows, ATVs, UTVs, etc. are itemized on the appropriate auto or inland marine schedule.



Auto Physical Damage Deductibles:

For Comprehensive and/or Collision claims, involving losses to more than 5 vehicles in a single occurrence, the deductible for the loss will be limited to the deductibles on the 5 vehicles with the largest deductibles.

Crime and Employee Dishonesty Coverage:

We find that many districts have elected to carry minimal limits (\$5,000 or \$10,000) of Employee Dishonesty Coverage. We are seeing a sharp increase in claims in this area and often these limits turn out to be too low. **We highly recommend an increase in limits to a minimum of \$100,000.**

For those with budgets in excess of \$1,000,000 we can provide you with a tool to help determine appropriate limits. Please contact us if you would like to review your Limit.

Third Party Accounting and Bookkeeping Services. Many Districts do not have employees, but instead employ a third party / independent contractor to handle their financials. As the service does not qualify as an employee, the POOLs Employee Dishonesty coverage will not cover the loss. The District needs to be sure the third party / independent contractor has their own Crime coverage in place, with Third-Party coverage for the District's protection. NOTE: There is no coverage for the entity owner, only for employees of the third party / independent contractor.

If you are dealing with a one-person operation, a 'Designated Agent Addendum' is available through the POOL that can be added to the existing Crime policy, to provide protection from loss by the third party / independent contractor. The additional contribution to add the Designated Agent Addendum to the Crime policy starts at \$350 minimum. In order for the POOL to consider eligibility and provide a formal quote, they require a Designated Agent Questionnaire.

Fraudulent Impersonation Coverage sometimes referred to as Social Engineering pays for the voluntary parting of money and securities caused by fraudulent instruction. The limit for this coverage is the same as the employee dishonesty limit up to \$250,000. The deductible for this coverage is substantial at 20% of the Fraudulent Impersonation Limit.



Liability Coverages:

The Liability policy has a sublimit for Securities Claims. The annual limit is \$1,250,000 and that limit is reduced by the cost of defense.

Excess Liability – this coverage increases the limit of insurance available in any one occurrence for Liability Claims, Public Officials Liability Claims, Employment Practices Liability Claims, and Auto Liability Claims.

Employment Practices Liability - –Similar to Crime Coverage, we are seeing an increase in claim activity from Employment Related Practices claims. The CSD Pool deductible is 50% of both loss and defense costs up to the point your portion reaches the deductible on your declarations page – Per Occurrence. The standard deductible is 50% up to \$100,000. We recommend consideration of lower deductible options.

No Fault Water and Sewer Back Up – Coverage includes a per residence/commercial occupancy limit of \$10,000 with a \$200,000 per occurrence aggregate limit. An all Member Pool coverage aggregate of \$1,000,000 also applies.

The CSD Pool has also contracted with ServPro to help homeowners address backups to their homes. ServPro is offering preferred pricing and expedited response services to CSD Pool customers. For information on this program, please contact us.

Pollution Liability – Water and Sewer Lines. If you want coverage for the release of pollutants from water or sewer lines, the lines must be scheduled on the property policy. **This would hold true for issues associated with lines that are located on your scheduled premises – they must be specifically schedule for coverage to apply.** We have very few lines scheduled, so it is very likely pollution coverage for your district would not apply to pollutant escape from your lines. We want you to be aware of this situation and are happy to get quotes for you to provide the coverage.

Above Ground Tanks – With the exception of water tanks, in order for **General Liability** coverage to apply to loss associated with a tank, the tanks must be noted on the liability schedule. If you have tanks (other than water), please make sure the appropriate number of tanks is listed on your General Liability schedule. For **Pollution Liability** (i.e. seepage of fuel from an above ground tank) to apply, the tanks must also be schedule on your property policy. Underground tanks are not covered and must be specifically underwritten separately, contact us for an application.

****Volunteer Accident Coverage** - If you list volunteers on your GL schedule, they will be provided accident coverage. The coverage is Excess of Health Insurance with a \$25,000 Limit and the cost is based on hours. Be sure to include it in your General Liability schedule. It also includes an AD&D component with limits from \$12,500-\$50,000 depending on the injury (2020 info, pending update).



Cyber Liability – A \$200,000 limit of liability (subject to a \$1,000,000 All Member maximum) is included in your policy. This is an automatic coverage designed to support smaller district and provide coverage for small losses for other Districts. We have numerous Districts and clients that have experienced cyber losses, such as hacking and ransomware, and we have seen claims nearing \$1,000,000. **We highly recommend considering higher limits. Please contact us to discuss.**

Sanitation Maintenance Warranty – For Districts with sanitation operations The Pool offers a discount on the general liability contribution associated with the sanitation operations. There is a requirement that you meet certain criteria at the time of loss with this program. Contact us to discuss the discount and program criteria.

Homeowners Association Functions – the CSD Pool requires that you identify the number of homes in your District for which the District is performing architectural control, design review, and/or covenant enforcement. There will be a charge for these operations.

Claims:

If you experience a property loss, please promptly report the claim to TCW Risk Management prior to beginning any work. If you repair your property without giving the adjuster the opportunity to assess the loss, they have the right to reject your claim. However, if there is a risk of additional damage occurring, it is imperative that you take necessary steps to prevent further loss. Please take photos and document well. Should you have questions, please call us.

If there is the potential of a liability claim, you must notify TCW of the circumstances surrounding the claim as soon as possible. If a formal written or verbal demand for damage is received, please forward it to TCW immediately.



Workers' Compensation Coverages:

Volunteers. The state statute prescribes coverage for certain type of volunteers, for Special Districts the only volunteer group we typically see covered by statute are Fire/EMS service providers. Those truly providing Fire and EMS services, not peripheral type services like you might see from an auxiliary (traffic assistance, food service, etc.).

If your volunteer group is not providing Fire or EMS services, they are very likely not covered. The assumed minimum payroll for volunteer firefighters is \$2,500 per volunteer firefighter.

There has been significant discussion in how volunteer firefighter's lost wages are calculated in the event of an injury. If the volunteer does NOT receive a stipend, they would receive the State's weekly maximum wage (currently \$1023). In the event you stipend your volunteers, the CSD Pool currently basis their lost wage payment on that stipend. So, if your volunteer is stipend \$100 a month, they would receive 66% of \$25 (\$100 a month divided by 4 weeks) as their weekly wage replacement. Should the volunteer be unable to perform their other regular work, the wage replacement would be increased, up to the State's weekly maximum, to reflect lost wages from their other employment.

Out of State Operations. If any of your employees are working out of state or traveling to or through other states as part of their job – particularly to WY, WA, OH and ND – please call us to discuss additional steps necessary to make sure you are appropriately covered.

Workers' Compensation – Board Member Only Coverages:

****Board Member Only Coverage.** The annual minimum contribution for Board Member Only coverage will stay at \$450.

Board Members. C.R.S. Section 8-40-202 (l)(B) requires coverage on board members unless an annual filing is made with the Division of Insurance 45 days ahead of the coverage term.

If a board member is injured, their wage replacement would be based on the compensation they receive for their board duties (typically \$100 a month). If they do not receive compensation for board duties, unlike a volunteer firefighter (who receive the State's weekly maximum) they would not receive any wage replacement. Should the board member be unable to perform their other regular work, the wage replacement would be increased, up to the State's weekly maximum, to reflect lost wages from their other employment.

Board Member Only coverage is designed to cover work-related injuries and illness for board members while in the course and scope of their duties as board members, which are administrative functions. Other job assignments outside of their normal administrative duties, such as occasionally working at a water or sewer plant, helping with landscape maintenance, meter reading, plowing snow, and so forth, are not considered to be duties to be performed by board members and may lead to denial of claims due to misrepresentation of a material exposure to loss. Any job functions not in the normal board member administrative scope must be reported to our agency for appropriate classification. An additional contribution will then be assessed based on assumed comparative wages to compensate for the inherent exposure of other duties being performed. Not reporting accurately may also affect prior years as the NCCI administrative rules allow for audits to be conducted and reconciled for corrected contribution payments for the prior three (3) years.



Attached are the district's **2024 Workers' Compensation Board Member Only (BMO)** renewal documents, which includes the renewal invoice, payment instructions, declarations page, and certificates if applicable.

The minimum stipend per board member continues to be \$1,200 a year for each board member (i.e.: the minimum total stipend for five (5) board members is \$6,000). The annual minimum contribution remains the same at \$450.

There are a couple of important dates to mark on your calendar:

- By **October 20, 2023**, let us know if you would like to make any changes to the renewal coverage.
- By **January 1, 2024**, renewal payment is due.
- By **January 30, 2024**, WC coverage is subject to cancellation for non-payment. If the CSD Pool does not receive payment by January 30, 2024, Workers Compensation coverage will cancel for non-payment.

As a reminder, BMO coverage is designed only for work-related injuries and illness for board members while in the course and scope of their duties as board members, which are strictly administrative functions. If any of the following scenarios apply to your district, you must report it to us for proper classification:

- Non-administrative functions performed by any board member, such as occasionally working at a water/sewer, or other plant operations, helping with landscaping or maintenance, meter reading, plowing snow, and so forth.
- Entering into a contract with a party, whether verbally or written, to perform work for your district, when the party does not provide proof of his/her own workers' compensation insurance coverage.
- Hiring district employee(s).

Not reporting accurately may also affect prior years' coverages as the NCCI administrative rules allow for Audits to be conducted and reconciled for corrected contribution payments for the prior three (3) years.

It is important to note that board members are considered employees under the current Colorado Revised Statute while in the course and scope of their board member administrative duties; therefore, coverage is required unless the district opts out by filing a statement with the Colorado Division of Workers' Compensation no less than 45 days before the start of the coverage year along with an annual resolution adopted and signed by each board member. If the district decides to opt out, please send us a copy of the statement and resolution so that we can properly update our file and non-renew the district's coverage. **Please also note that opting out or canceling BMO coverage will lead to the loss of the 8% Multi Program Discount associated with the district's Property & Liability coverage.**

Finally, the district may qualify for the CSD Pool's SDA Conference Scholarship Program. The CSD Pool sponsors board members who have never attended a Special District Association of Colorado (SDA) Annual Conference in September.

Thank you for renewing your Workers' Compensation Board Member Only coverage with us. If you have any questions regarding your renewal, please do not hesitate to contact us.

TCW Risk Management Renewal Team

On behalf of Nikki Rickord & Sebastian Arulraj

303.872.1930 • tcwinfo@tcwrm.com



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Workers' Compensation Coverage Invoice

District: Bromley Park Metropolitan District No. 2
c/o CliftonLarsonAllen LLP
8390 East Crescent Parkway, Suite 300
Greenwood Village, CO 80111-2814

Broker: TCW Risk Management
384 Inverness Parkway
Suite 170
Englewood, CO 80112

Coverage No.		Entity ID		Effective Date		Expiration Date		Invoice Date
24WC-60313-0260		60313		1/1/2024		EOD 12/31/2024		8/14/2023
Class Code	Description	No. of Employees		No. of Volunteers	2024 Rate	2024 Estimated Employee Payroll	2024 Estimated Volunteer Payroll	Estimated Manual Contribution
		FT	PT					
8811	Board Member Coverage	0	0	5	0.75		\$6,000.00	\$45.00

Manual Contribution:		\$45.00
Experience Modification:	×	1.00
Modified Contribution:	=	\$45.00
Minimum Contribution:		\$450.00
Contribution Volume Credit:	-	\$0.00
Designated Provider Discount:	-	\$0.00
Cost Containment Credit:	×	1.00
Manual Adjustment:	×	
Multi-Program Discount:	×	1.00
Estimated Annual Contribution:	=	\$450.00
Pro Rata Factor:	×	1.00
Total Estimated Contribution:	=	\$450.00
Total Amount Due:		\$450.00

Estimated payroll is subject to yearend audit.

Payment evidences "acceptance" of this coverage. The terms of the Intergovernmental Agreement (IGA) require timely payment to prevent automatic cancellation of coverage. Please return this invoice and reference the coverage number on your check to help us apply your payment correctly. Only prior notice to the board of directors of the Colorado Special Districts Property and Liability Pool and subsequent approval may extend cancellation provision.

Please remit to: Colorado Special Districts Property and Liability Pool
c/o McGriff Insurance Services, LLC
PO Box 1539
Portland, OR 97207-1539

We accept online payments at [E-Bill Express](#)
Refer to Payment Instructions page for additional options
billing@csdpool.org
800-318-8870 ext. 3



Workers' Compensation and Employer's Liability Declarations Page

Coverage Number: 24WC-60313-0260
Coverage Period: 1/1/2024 — EOD 12/31/2024

FEIN: 84-1045279
Entity ID: 60313

Named Member:
 Bromley Park Metropolitan District No. 2
 c/o CliftonLarsonAllen LLP
 8390 East Crescent Parkway, Suite 300
 Greenwood Village, CO 80111-2814

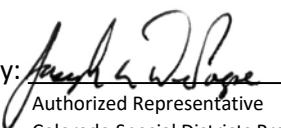
Broker of Record:
 TCW Risk Management
 384 Inverness Parkway
 Suite 170
 Englewood, CO 80112

Coverage is provided for only those coverages and classifications indicated below.

State: Colorado
Limits of Liability: Coverage A Workers' Compensation Statutory
 Coverage B Employer's Liability \$2,000,000
Annual Contribution: \$450.00

Class	Description	2024 Estimated Employee Payroll	2024 Estimated Volunteer Payroll
8811	Board Member Coverage		\$6,000.00

This Declarations page is made and is mutually accepted by the Pool and Named Member subject to all terms that are made a part of the Workers' Compensation Coverage Document. This Declarations page represents only a brief summary of coverages. Please refer to the Coverage Document at csdpool.org for actual coverages, terms, conditions, and exclusions. Named Member must be a member of the Special District Association of Colorado and must adopt the Pool's Intergovernmental Agreement.

Countersigned by: 
 Authorized Representative
 Colorado Special Districts Property and Liability Pool

Date: 8/14/2023



Payment Instructions

The contribution for coverage with the Pool is due upon receipt of this invoice.

We accept the following payment methods:

1. Online using **E-Bill Express** (www.e-billexpress.com/ebpp/CSDPool). For detailed instructions, please click [here](#) or go to csdpool.org/documents. You can also find an FAQ [here](#) or go to the E-Bill Express logon screen.
2. Mail your check to:

Colorado Special Districts Property and Liability Pool
c/o McGriff Insurance Services, LLC
PO Box 1539
Portland, OR 97207

For express or overnight mail services, please use the address below:

Colorado Special Districts Property and Liability Pool
c/o McGriff Insurance Services, LLC
1800 SW 1st Ave, Suite 400
Portland, OR 97201

To ensure that your payment is accurately applied, please always include a copy of the invoice.

3. Wire or ACH transfer from your own bank account. Please let us know if you wish to use this method and we will be happy to provide you with these instructions.

Please be advised that in accordance with the Intergovernmental Agreement (IGA), automatic expulsion will occur on the 60th day should your account not be current. If you wish to reinstate your district's coverage after cancellation has occurred, a \$100 reinstatement fee will apply.

If your district requires a payment extension, please submit a written request within ten (10) business days from the date of the invoice, for consideration by the CSD Pool Board of Directors.

Finally, all members of the Pool must be members in good standing with the Special District Association of Colorado (SDA). Please visit the SDA website at sdaco.org for member information.

Please contact us at billing@csdpool.org or 800-318-8870 ext. 3 for billing questions.

Bowles Metro District
Prior Claims
October 4, 2023 - November 9, 2023

Date	Vendor	Amount
10/16/2023	Homestead Painting LLC	\$ 290.00
10/16/2023	American Awning Company	400.00
10/16/2023	Designscapes Colorado	5,515.56
10/16/2023	UMB Bank, N.A.	300.00
10/16/2023	Davey Tree	1,980.00
10/16/2023	Davey Tree	525.00
10/26/2023	CDR Construction LLC	665.00
10/26/2023	Lightning Mobile Services	12,500.00
10/26/2023	EcoResource Solutions Inc.	12,022.00
10/26/2023	EcoResource Solutions Inc.	14,954.90
10/26/2023	EcoResource Solutions Inc.	734.54
10/26/2023	EcoResource Solutions Inc.	6,157.10
10/26/2023	Icenogle Seaver Pogue	2,012.00
10/26/2023	Designscapes Colorado	3,096.97
10/26/2023	Designscapes Colorado	3,597.16
10/26/2023	CliftonLarsonAllen LLP	15,870.11
10/26/2023	UNCC	212.85
10/26/2023	Xcel Energy	29.52
10/26/2023	Xcel Energy	120.66
10/26/2023	Xcel Energy	67.29
10/26/2023	Xcel Energy	2,722.56
10/26/2023	Chavez Services LLC	5,150.00
10/26/2023	Mulhern MRE Inc	1,008.20
10/26/2023	Foothills Park & Recreation	319.42
10/27/2023	Designscapes Colorado	5,739.83
10/27/2023	Designscapes Colorado	3,475.00
10/27/2023	Designscapes Colorado	5,465.55
10/27/2023	Designscapes Colorado	23,639.25
10/27/2023	Davey Tree	4,200.00
10/27/2023	Chavez Services LLC	18,726.00
10/27/2023	Chavez Services LLC	59,560.00
Total		\$ 211,056.47

BOWLES METROPOLITAN DISTRICT

FINANCIAL STATEMENTS

SEPTEMBER 30, 2023

Bowles Metropolitan District
Balance Sheet - Governmental Funds
September 30, 2023

	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Total</u>
Assets				
First Bank	\$ 156,718.93	\$ -	\$ 26,976.90	\$ 183,695.83
Colotrust	2,119,477.93	1,455,097.80	-	3,574,575.73
Accounts Receivable	5,416.80	-	-	5,416.80
Receivable from County Treasurer	15,311.63	7.29	-	15,318.92
Total Assets	<u>\$ 2,296,925.29</u>	<u>\$ 1,455,105.09</u>	<u>\$ 26,976.90</u>	<u>\$ 3,779,007.28</u>
Liabilities				
Accounts Payable	\$ 108,830.39	\$ 300.00	\$ 26,976.90	\$ 136,107.29
Total Liabilities	<u>108,830.39</u>	<u>300.00</u>	<u>26,976.90</u>	<u>136,107.29</u>
Fund Balances	<u>2,188,094.90</u>	<u>1,454,805.09</u>	<u>-</u>	<u>3,642,899.99</u>
Liabilities and Fund Balances	<u>\$ 2,296,925.29</u>	<u>\$ 1,455,105.09</u>	<u>\$ 26,976.90</u>	<u>\$ 3,779,007.28</u>

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

Bowles Metropolitan District
General Fund Statement of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending September 30, 2023

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	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes - Denver	\$ 660,633.00	\$ 661,805.73	\$ (1,172.73)
Property taxes - Jeffco	657,477.00	657,351.36	125.64
Specific ownership taxes - Denver	111,705.00	64,580.64	47,124.36
Specific ownership taxes - Jeffco	111,200.00	79,014.27	32,185.73
Conservation Trust Fund proceeds	20,000.00	33,811.04	(13,811.04)
Interest income	2,000.00	84,283.65	(82,283.65)
Miscellaneous income	2,000.00	3,513.82	(1,513.82)
HOA Contribution	30,000.00	30,000.00	-
Sub HOA Contributions	4,000.00	-	4,000.00
Irrigation service fees	-	10,440.40	(10,440.40)
Total Revenue	<u>1,599,015.00</u>	<u>1,624,800.91</u>	<u>(25,785.91)</u>
Expenditures			
Accounting	30,000.00	60,244.89	(30,244.89)
Auditing	7,000.00	6,000.00	1,000.00
County Treasurer's fee	19,772.00	16,484.02	3,287.98
Directors' fees	6,000.00	4,100.00	1,900.00
Dues and membership	1,500.00	1,106.68	393.32
Insurance	15,000.00	20,093.00	(5,093.00)
District management	140,000.00	109,942.52	30,057.48
Legal	25,000.00	14,726.55	10,273.45
Miscellaneous	7,000.00	5,493.92	1,506.08
Monument Signs	15,000.00	2,182.60	12,817.40
Portable restrooms	15,000.00	4,350.00	10,650.00
Special events HOA	13,000.00	-	13,000.00
Banking fees	-	90.00	(90.00)
Payroll taxes	600.00	313.65	286.35
Election	50,000.00	4,762.50	45,237.50
Repairs and maintenance	70,000.00	140,912.87	(70,912.87)
Landscaping	435,000.00	414,789.47	20,210.53
General tree maint/replacement	155,000.00	191,244.01	(36,244.01)
Fence and sign maintenance	-	290.00	(290.00)
Intergovernmental expenditures	10,000.00	6,639.02	3,360.98
Snow removal	20,000.00	6,077.50	13,922.50
Telephone	3,000.00	1,539.08	1,460.92
Utilities	24,000.00	22,557.09	1,442.91
Storm drainage	55,000.00	13,490.54	41,509.46
Engineering	30,000.00	3,479.60	26,520.40
Water - non utilities	60,000.00	-	60,000.00
Water annual assessment	55,000.00	57,400.00	(2,400.00)
Contingency	1,524,708.00	-	1,524,708.00
Total Expenditures	<u>2,786,580.00</u>	<u>1,108,309.51</u>	<u>1,678,270.49</u>
Other Financing Sources (Uses)			
Transfers to other fund	(1,060,558.00)	(204,395.99)	(856,162.01)
Total Other Financing Sources (Uses)	<u>(1,060,558.00)</u>	<u>(204,395.99)</u>	<u>(856,162.01)</u>
Net Change in Fund Balances	(2,248,123.00)	312,095.41	(2,560,218.41)
Fund Balance - Beginning	2,248,123.00	1,875,999.49	372,123.51
Fund Balance - Ending	<u>\$ -</u>	<u>\$ 2,188,094.90</u>	<u>\$ (2,188,094.90)</u>

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

SUPPLEMENTARY INFORMATION

Bowles Metropolitan District
Debt Service Fund Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending September 30, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes - Denver	\$ 793,748.00	\$ 798,973.38	\$ (5,225.38)
Property taxes - Jeffco	797,557.00	793,595.80	3,961.20
Interest income	1,500.00	37,751.92	(36,251.92)
Total Revenue	<u>1,592,805.00</u>	<u>1,630,321.10</u>	<u>(37,516.10)</u>
Expenditures			
County Treasurer's fee	23,878.00	19,907.22	3,970.78
Legal	10,000.00	-	10,000.00
Paying agent fees	3,000.00	300.00	2,700.00
Bond interest	741,388.00	370,693.78	370,694.22
Bond principal	960,000.00	-	960,000.00
Total Expenditures	<u>1,738,266.00</u>	<u>390,901.00</u>	<u>1,347,365.00</u>
Other Financing Sources (Uses)			
Transfers from other funds	100,000.00	-	100,000.00
Total Other Financing Sources (Uses)	<u>100,000.00</u>	<u>-</u>	<u>100,000.00</u>
Net Change in Fund Balances	(45,461.00)	1,239,420.10	(1,284,881.10)
Fund Balance - Beginning	215,385.00	215,384.99	0.01
Fund Balance - Ending	<u>\$ 169,924.00</u>	<u>\$ 1,454,805.09</u>	<u>\$ (1,284,881.09)</u>

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

Bowles Metropolitan District
Capital Projects Fund Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending September 30, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Expenditures			
Landscaping	100,000.00	-	100,000.00
Fence and sign maintenance	75,000.00	58,417.00	16,583.00
Parks and recreation	200,000.00	83,309.00	116,691.00
Asphalt	140,000.00	-	140,000.00
Drainage	10,000.00	26,976.90	(16,976.90)
Sidewalks	25,000.00	34,619.79	(9,619.79)
Trees / Shrubs	115,000.00	-	115,000.00
Irrigation/Ditch improvements	126,000.00	-	126,000.00
Tree removal	8,000.00	-	8,000.00
Irrigation improvements	50,000.00	115,734.31	(65,734.31)
Contingency	235,279.00	-	235,279.00
Total Expenditures	<u>1,084,279.00</u>	<u>319,057.00</u>	<u>765,222.00</u>
Other Financing Sources (Uses)			
Transfers from other funds	960,558.00	204,395.99	756,162.01
Total Other Financing Sources (Uses)	<u>960,558.00</u>	<u>204,395.99</u>	<u>756,162.01</u>
Net Change in Fund Balances	(123,721.00)	(114,661.01)	(9,059.99)
Fund Balance - Beginning	123,721.00	114,661.01	9,059.99
Fund Balance - Ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

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

BOWLES METROPOLITAN DISTRICT
Schedule of Cash Position
September 30, 2023
Updated as of November 2, 2023

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Capital Fund</u>	<u>Total</u>
<u>First Bank Checking Account</u>				
Balance as of 9/30/2023	\$ 156,718.93	\$ -	\$ 26,976.90	\$ 183,695.83
Subsequent Activities:				-
10/2/2023 Bill.com payables	(43,932.34)			(43,932.34)
10/6/2023 Deposit - Belverde & Dorado	1,492.00	-	-	1,492.00
10/6/2023 Deposit - Lumen Tech Services	414.66	-	-	414.66
10/12/2023 ADP Wage Payment	(538.25)	-	-	(538.25)
10/13/2023 Bill.com payables	(9,010.56)	-	-	(9,010.56)
10/20/2023 Deposit - Heron Shores	735.20	-	-	735.20
10/26/2023 Bill.com payables	(51,323.35)	-	(26,976.90)	(78,300.25)
10/26/2023 Transfer form ColoTrust	121,714.00	-	78,286.00	200,000.00
10/26/2023 Xcel ACH	(2,789.85)	-	-	(2,789.85)
10/27/2023 Deposit - Lumen Tech Services	414.66	-	-	414.66
10/27/2023 Deposit - Dorado Greens	388.80	-	-	388.80
10/27/2023 Deposit - Belvedere	1,322.00	-	-	1,322.00
10/27/2023 Bill.com payables	(48,279.63)	-	(72,526.00)	(120,805.63)
10/30/2023 Xcel ACH	(150.18)	-	-	(150.18)
Anticipated Balance	<u>127,176.09</u>	<u>-</u>	<u>5,760.00</u>	<u>132,936.09</u>
 <u>ColoTrust - Savings Account</u>				
Balance as of 9/30/2023	2,119,477.93	1,455,097.80	-	3,574,575.73
Subsequent Activities:				
10/10/2023 Ptax Deposit - September	15,311.65	7.29	-	15,318.94
10/26/2023 Transfer to Checking	(200,000.00)	-	-	(200,000.00)
10/31/2023 Interest Income	9,897.49	6,794.99	-	16,692.48
Anticipated Balance	<u>1,944,687.07</u>	<u>1,461,900.08</u>	<u>-</u>	<u>3,406,587.15</u>
Total Anticipated Balances	<u><u>\$ 2,071,863.16</u></u>	<u><u>\$ 1,461,900.08</u></u>	<u><u>\$ 5,760.00</u></u>	<u><u>\$ 3,539,523.24</u></u>

Yield information as of 9/30/2023

ColoTrust - 5.52%

**BOWLES METROPOLITAN DISTRICT
PROPERTY TAXES RECONCILIATION
2023**

	Current Year							% of Total Property	
	Property Taxes	Delinquent Tax, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due (to) / from County	Total Amount Received	Taxes Received	
								MONTHLY	Y-T-D
January	\$ 10,361.94	\$ 23,465.41	\$ 16,327.57	\$ 12.12	\$ (366.36)	\$ -	\$ 26,335.27	0.36%	0.36%
February	1,338,700.81	-	16,191.19	-	(17,204.81)	-	1,337,687.19	46.01%	46.01%
March	170,838.55	-	18,675.41	32.42	(1,984.89)	-	187,561.49	5.87%	52.24%
April	256,813.38	-	14,375.86	-	(3,337.65)	-	267,851.59	8.83%	61.07%
May	244,787.20	-	16,373.01	232.73	(3,102.27)	-	258,290.67	8.41%	69.48%
June	828,454.23	-	14,292.06	376.76	(9,920.12)	-	833,202.93	28.47%	97.96%
July	32,957.28	-	14,738.17	796.90	(416.68)	-	48,075.67	1.13%	99.09%
August	5,334.71	-	17,315.72	163.44	(58.33)	-	22,755.54	0.18%	99.27%
September	12.76	-	15,305.92	0.38	(0.13)	-	15,318.93	0.00%	99.27%
October	-	-	-	-	-	-	-	0.00%	99.27%
November	-	-	-	-	-	-	-	0.00%	99.27%
December	-	-	-	-	-	-	-	0.00%	99.27%
	\$ 2,888,260.86	\$ 23,465.41	\$ 143,594.91	\$ 1,614.75	\$ (36,391.24)	\$ -	\$ 2,997,079.28	99.27%	99.27%

	Taxes Levied	% of Levied	Taxes Collected	% Collected to Amount Levied
Property Tax				
General Fund	\$ 1,318,110.00	45.30%	\$ 1,319,157.09	100.08%
Debt Service Fund	1,591,305.00	54.70%	1,592,569.18	100.08%
	\$ 2,909,415.00	100.00%	\$ 2,911,726.27	100.08%
Specific Ownership Tax				
General Fund	\$ 222,905.00	100.00%	\$ 143,594.91	64.42%
	\$ 222,905.00	100.00%	\$ 143,594.91	64.42%
Treasurer's Fees				
General Fund	\$ 19,772.00	45.30%	\$ 16,484.02	83.37%
Debt Service Fund	23,878.00	54.70%	19,907.22	83.37%
	\$ 43,650.00	100.00%	\$ 36,391.24	83.37%

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

**BOWLES METROPOLITAN DISTRICT
PROPERTY TAXES RECONCILIATION
2023**

Denver County

	Current Year							% of Total Property Taxes Received	
	Property Taxes	Delinquent Tax, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due (to) / from County	Total Amount Received	Monthly	Y-T-D
January	\$ 4,767.91	\$ 23,465.41	\$ 7,113.64	\$ 12.12	\$ (282.45)	\$ -	\$ 35,076.63	1.94%	1.94%
February	575,144.30	-	7,494.24	-	(5,751.46)	-	576,887.08	39.44%	41.38%
March	115,609.96	-	9,560.24	24.87	(1,156.35)	-	124,038.72	7.93%	49.31%
April	102,912.46	-	6,857.63	-	(1,029.14)	-	108,740.95	7.06%	56.36%
May	114,520.16	-	7,101.67	81.37	(1,145.99)	-	120,557.21	7.85%	64.22%
June	502,132.09	-	6,016.66	343.78	(5,024.79)	-	503,467.74	34.44%	98.65%
July	17,534.89	-	6,291.47	393.61	(179.29)	-	24,040.68	1.20%	99.86%
August	4,679.17	-	7,368.75	150.33	(48.30)	-	12,149.95	0.32%	100.18%
September	12.76	-	6,776.34	0.38	(0.13)	-	6,789.35	0.00%	100.18%
October	-	-	-	-	-	-	-	0.00%	100.18%
November	-	-	-	-	-	-	-	0.00%	100.18%
December	-	-	-	-	-	-	-	0.00%	100.18%
Total	\$ 1,437,313.70	\$ 23,465.41	\$ 64,580.64	\$ 1,006.46	\$ (14,617.90)	\$ -	\$ 1,511,748.31	100.18%	100.18%

	<u>Assessed Value</u>	<u>Mills Levied</u>
General Fund	\$36,454,750	18.122
Debt Service Fund	\$36,454,750	21.878

Jefferson County

	Current Year							% of Total Property Taxes Received	
	Property Taxes	Delinquent Tax, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due (to) / from County	Total Amount Received	Monthly	Y-T-D
January	\$ 5,594.03	\$ -	\$ 9,213.93	\$ -	\$ (83.91)	\$ -	\$ 14,724.05	0.39%	0.39%
February	763,556.51	-	8,696.95	-	(11,453.35)	-	760,800.11	52.36%	52.75%
March	55,228.59	-	9,115.17	7.55	(828.54)	-	63,522.77	3.79%	56.54%
April	153,900.92	-	7,518.23	-	(2,308.51)	-	159,110.64	10.55%	67.09%
May	130,267.04	-	9,271.34	151.36	(1,956.28)	-	137,733.46	8.93%	76.02%
June	326,322.14	-	8,275.40	32.98	(4,895.33)	-	329,735.19	22.38%	98.40%
July	15,422.39	-	8,446.70	403.29	(237.39)	-	24,034.99	1.06%	99.46%
August	655.54	-	9,946.97	13.11	(10.03)	-	10,605.59	0.04%	99.51%
September	-	-	8,529.58	-	-	-	8,529.58	0.00%	99.51%
October	-	-	-	-	-	-	-	0.00%	99.51%
November	-	-	-	-	-	-	-	0.00%	99.51%
December	-	-	-	-	-	-	-	0.00%	99.51%
Total	\$ 1,450,947.16	\$ -	\$ 79,014.27	\$ 608.29	\$ (21,773.34)	\$ -	\$ 1,508,796.38	99.51%	99.51%

	<u>Assessed Value</u>	<u>Mills Levied</u>
General Fund	\$36,280,629	18.122
Debt Service Fund	\$36,280,629	21.878

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

BOWLES METROPOLITAN DISTRICT SUMMARY OF SIGNIFICANT ASSUMPTIONS

The District, a quasi-municipal corporation and a political subdivision of the State of Colorado, was organized by order and decree of the District Court for the City of Denver in 1987, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes). The District's service area is located in the City of Lakewood, Jefferson County, and the City and County of Denver.

The District was established to provide financing for the design, acquisition, installation, construction and completion of public improvements and services, including water, sanitation, street, safety protection, park and recreation, transportation, television relay and translation and mosquito control improvements and services.

REVENUES

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

The District is required to impose a maximum Required Mill Levy of 18.122 mills for collection in 2023 for Denver County and a maximum Required Mill Levy of 18.122 mills for collection in 2023 for Jefferson County. Required Mill Levy means an ad valorem mill levy imposed upon all taxable property of the District each year in an amount to pay the principal, premium if any, and Reserve Fund].

Senate Bill 21-293 among other things, designates multi-family residential real property (defined generally, as property that is a multi-structure of four or more units) as a new subclass of residential real property. For tax collection year 2023, the assessment rate for single family residential property decreases to 6.95% from 7.15%. The rate for multifamily residential property, the newly created subclass, decreases to 6.80% from 7.15%. Agricultural and renewable energy production property decreases to 26.4% from 29.0%. Producing oil and gas remains at 87.5%. All other nonresidential property stays at 29%.

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 8% of the property taxes collected.

Net Investment Income

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately 5.0116%.

EXPENDITURES

Administrative and Operating Expenditures

Operating and administrative expenditures include the estimated services necessary to maintain the District's administrative viability such as legal, management, accounting, insurance and meeting expense. Estimated expenditures related to street repairs and maintenance, street lights, street sweeping, landscaping, mowing, parks and open space maintenance, utilities and snow removal were also included the General Fund budget.

Maintenance and Repairs

Maintenance and repairs have been estimated by the District's engineer. The estimated expenditures include periodic cleaning of certain mains and repairs to the system that was constructed in previous years.

Parks and Recreation

Bowles Metro District provides the parks and recreational services for City residents. In order to enhance these services, the City has budgeted in for a cooperative participation program with \$200,000 for park and trail improvements as well as other recreational programs.

County Treasurer's Fees

County Treasurer's fees have been computed at 2% of property tax collections.

Capital Outlay

The District anticipates infrastructure improvements as noted in the Capital Projects fund.

Debt Service

Principal and interest payments are provided based on the debt amortization schedule from the Series 2013 General Obligation Refunding and Improvement Bonds.

The District has no operating leases.

BOWLES METROPOLITAN DISTRICT

GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013

Series 2013

Interest Rates from 2.00% to 5.00%

Interest Payable June 1 and December 1

Principal Due December 1

Year Ended <u>December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2023	\$ 960,000	\$ 741,388	\$ 1,701,388
2024	1,010,000	707,788	1,717,788
2025	1,070,000	668,663	1,738,663
2026	1,130,000	625,863	1,755,863
2027	1,200,000	569,363	1,769,363
2028	1,270,000	519,863	1,789,863
2029	1,340,000	465,888	1,805,888
2030	1,430,000	398,888	1,828,888
2031	1,520,000	327,388	1,847,388
2032	1,620,000	251,388	1,871,388
2033	1,715,000	170,388	1,885,388
2034	<u>1,830,000</u>	<u>84,638</u>	<u>1,914,638</u>
	<u>\$ 16,095,000</u>	<u>\$ 5,531,506</u>	<u>\$ 21,626,506</u>

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

BOWLES METROPOLITAN DISTRICT
ANNUAL BUDGET
FOR THE YEAR ENDING DECEMBER 31, 2024

**BOWLES METROPOLITAN DISTRICT
SUMMARY
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

11/9/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 7/31/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 2,550,197	\$ 2,587,229	\$ 2,206,045	\$ 2,206,044	\$ 2,131,768
REVENUES					
Property taxes - Denver	1,501,066	1,458,190	1,456,087	1,481,655	1,876,758
Property taxes - Jeffco	1,495,164	1,451,225	1,450,291	1,451,225	1,792,906
Specific ownership taxes - Denver	102,776	111,705	50,436	86,462	42,513
Specific ownership taxes - Jeffco	75,555	111,200	60,538	103,779	125,503
Conservation Trust Fund proceeds	30,646	20,000	27,263	35,000	35,000
Interest income	64,145	3,500	88,134	115,000	115,000
Miscellaneous income	-	2,000	3,441	3,441	2,000
Reimbursed expenditures	33,648	-	-	-	-
HOA Contribution	30,000	30,000	30,000	30,000	30,000
Irrigation service fees	18,141	4,000	5,222	5,968	16,000
Total revenues	<u>3,351,141</u>	<u>3,191,820</u>	<u>3,171,412</u>	<u>3,312,530</u>	<u>4,035,680</u>
TRANSFERS IN	<u>100,000</u>	<u>1,060,558</u>	<u>150,501</u>	<u>229,954</u>	<u>1,290,000</u>
Total funds available	<u>6,001,338</u>	<u>6,839,607</u>	<u>5,527,958</u>	<u>5,748,528</u>	<u>7,457,448</u>
EXPENDITURES					
General and administrative	290,295	1,872,580	194,565	303,673	351,000
Operations and maintenance	1,089,250	914,000	703,656	1,010,252	1,112,400
Debt service	1,701,687	1,738,266	390,569	1,728,266	1,771,177
Capital projects	614,060	1,084,279	265,162	344,615	1,290,000
Total expenditures	<u>3,695,292</u>	<u>5,609,125</u>	<u>1,553,952</u>	<u>3,386,806</u>	<u>4,524,577</u>
TRANSFERS OUT	<u>100,000</u>	<u>1,060,558</u>	<u>150,501</u>	<u>229,954</u>	<u>1,290,000</u>
Total expenditures and transfers out requiring appropriation	<u>3,795,292</u>	<u>6,669,683</u>	<u>1,704,453</u>	<u>3,616,760</u>	<u>5,814,577</u>
ENDING FUND BALANCES	<u>\$ 2,206,046</u>	<u>\$ 169,924</u>	<u>\$ 3,823,505</u>	<u>\$ 2,131,768</u>	<u>\$ 1,642,871</u>
EMERGENCY RESERVE	\$ 51,400	\$ 48,000	\$ 46,700	\$ 50,300	\$ 59,900
AVAILABLE FOR OPERATIONS	1,824,601	121,924	2,337,608	1,960,211	1,195,768
TOTAL RESERVE	<u>\$ 1,876,001</u>	<u>\$ 169,924</u>	<u>\$ 2,384,308</u>	<u>\$ 2,010,511</u>	<u>\$ 1,255,668</u>

No assurance provided. See summary of significant assumptions.

**BOWLES METROPOLITAN DISTRICT
PROPERTY TAX SUMMARY INFORMATION - DENVER COUNTY
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

11/9/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 7/31/2023	ESTIMATED 2023	BUDGET 2024
ASSESSED VALUATION					
Single-Family Residential	\$ -	\$ 35,619,820	\$ 35,619,820	\$ 35,619,820	\$ 46,014,370
State assessed	-	740,370	740,370	740,370	796,690
Vacant land	-	2,900	2,900	2,900	2,790
Personal property	-	91,660	91,660	91,660	105,110
	<u>37,369,980</u>	<u>36,454,750</u>	<u>36,454,750</u>	<u>36,454,750</u>	<u>46,918,960</u>
Adjustments	-	-	-	-	-
Certified Assessed Value	<u>\$ 37,369,980</u>	<u>\$ 36,454,750</u>	<u>\$ 36,454,750</u>	<u>\$ 36,454,750</u>	<u>\$ 46,918,960</u>
MILL LEVY					
General	18.122	18.122	18.122	18.122	18.122
Debt Service	21.878	21.878	21.878	21.878	21.878
	<u>40.000</u>	<u>40.000</u>	<u>40.000</u>	<u>40.000</u>	<u>40.000</u>
PROPERTY TAXES					
General	\$ 677,219	\$ 660,633	\$ 660,633	\$ 660,633	\$ 850,265
Debt Service	817,580	797,557	797,557	797,557	1,026,493
	<u>1,494,799</u>	<u>1,458,190</u>	<u>1,458,190</u>	<u>1,458,190</u>	<u>1,876,758</u>
Levied property taxes	1,494,799	1,458,190	1,458,190	1,458,190	1,876,758
Adjustments to actual/rounding	6,267	-	(25,568)	-	-
Refunds and abatements	-	-	23,465	23,465	-
	<u>\$ 1,501,066</u>	<u>\$ 1,458,190</u>	<u>\$ 1,456,087</u>	<u>\$ 1,481,655</u>	<u>\$ 1,876,758</u>
BUDGETED PROPERTY TAXES					
General	\$ 680,058	\$ 660,633	\$ 659,680	\$ 671,264	\$ 850,265
Debt Service	821,008	797,557	796,407	810,391	1,026,493
	<u>\$ 1,501,066</u>	<u>\$ 1,458,190</u>	<u>\$ 1,456,087</u>	<u>\$ 1,481,655</u>	<u>\$ 1,876,758</u>

No assurance provided. See summary of significant assumptions.

BOWLES METROPOLITAN DISTRICT
PROPERTY TAX SUMMARY INFORMATION - JEFFERSON COUNTY
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,

11/9/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 7/31/2023	ESTIMATED 2023	BUDGET 2024
ASSESSED VALUATION					
Single-Family Residential	\$ 36,350,211	\$ 28,092,836	\$ 28,092,836	\$ 28,092,836	\$ 35,054,719
Multi-Family Residential	-	7,084,308	7,084,308	7,084,308	8,607,434
Commercial	307,806	307,806	307,806	307,806	316,120
State assessed	5,137	6,517	6,517	6,517	6,656
Personal property	766,009	789,162	789,162	789,162	837,704
Certified Assessed Value	<u>\$ 37,429,163</u>	<u>\$ 36,280,629</u>	<u>\$ 36,280,629</u>	<u>\$ 36,280,629</u>	<u>\$ 44,822,633</u>
MILL LEVY					
General	18.122	18.122	18.122	18.122	18.122
Debt Service	21.878	21.878	21.878	21.878	21.878
Total mill levy	<u>40.000</u>	<u>40.000</u>	<u>40.000</u>	<u>40.000</u>	<u>40.000</u>
PROPERTY TAXES					
General	\$ 678,291	\$ 657,477	\$ 657,477	\$ 657,477	\$ 812,276
Debt Service	818,875	793,748	793,748	793,748	980,630
Levied property taxes	1,497,166	1,451,225	1,451,225	1,451,225	1,792,906
Adjustments to actual/rounding	(2,002)	-	(934)		-
Budgeted property taxes	<u>\$ 1,495,164</u>	<u>\$ 1,451,225</u>	<u>\$ 1,450,291</u>	<u>\$ 1,451,225</u>	<u>\$ 1,792,906</u>
BUDGETED PROPERTY TAXES					
General	\$ 677,384	\$ 657,477	\$ 657,054	\$ 657,477	\$ 812,276
Debt Service	817,780	793,748	793,237	793,748	980,630
	<u>\$ 1,495,164</u>	<u>\$ 1,451,225</u>	<u>\$ 1,450,291</u>	<u>\$ 1,451,225</u>	<u>\$ 1,792,906</u>

No assurance provided. See summary of significant assumptions.

**BOWLES METROPOLITAN DISTRICT
GENERAL FUND
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

11/9/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 7/31/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 1,644,296	\$ 2,248,123	\$ 1,875,999	\$ 1,875,999	\$ 2,010,511
REVENUES					
Property taxes - Denver	680,058	660,633	659,680	671,264	850,265
Property taxes - Jeffco	677,384	657,477	657,054	657,477	812,276
Specific ownership taxes - Denver	102,776	111,705	50,436	86,462	42,513
Specific ownership taxes - Jeffco	75,555	111,200	60,538	103,779	125,503
Conservation Trust Fund proceeds	30,646	20,000	27,263	35,000	35,000
Interest income	63,042	2,000	63,397	85,000	85,000
Miscellaneous income	-	2,000	3,441	3,441	2,000
Reimbursed expenditures	33,648	-	-	-	-
HOA - Flat fee	30,000	30,000	30,000	30,000	30,000
Irrigation service fees	18,141	4,000	5,222	5,968	16,000
Total revenues	1,711,250	1,599,015	1,557,031	1,678,391	1,998,557
Total funds available	3,355,546	3,847,138	3,433,030	3,554,390	4,009,068
EXPENDITURES					
General and administrative					
Accounting	17,336	30,000	41,588	65,000	50,000
Auditing	6,000	7,000	6,000	6,000	6,500
Administration fees	6,000	-	-	-	-
County Treasurer's fee	16,917	19,772	16,458	19,772	20,331
Directors' fees	5,300	6,000	2,600	6,000	6,000
Dues and membership	-	1,500	1,107	1,500	1,500
Insurance	29,398	15,000	20,093	20,093	22,504
District management	141,841	140,000	79,084	140,000	140,000
Legal	24,994	25,000	11,860	25,000	28,000
Miscellaneous	18,000	7,000	5,094	7,000	7,500
Banking fees	-	-	90	100	100
Monument trees	23,155	15,000	790	790	-
Portable restrooms	-	15,000	3,300	5,657	6,000
Special events HOA	-	13,000	-	-	15,000
Payroll taxes	405	600	199	459	497
Election	914	50,000	4,763	4,763	-
Telephone	-	3,000	1,539	1,539	-
Website	35	-	-	-	-
Contingency	-	1,524,708	-	-	47,068
Operations and maintenance					
Repairs and maintenance	374,441	70,000	86,498	150,000	115,000
Engineering	18,867	30,000	2,200	5,000	20,000
Landscaping	570,832	435,000	314,374	435,000	452,400
General tree maint	-	155,000	189,292	220,000	250,000
Fence and sign maintenance	-	-	-	-	85,000
Recreational expense	17,046	-	-	-	-
Intergovernmental expenditures	-	10,000	5,731	10,000	10,000
Storm drainage	-	55,000	13,491	25,000	25,000
Snow removal	26,460	20,000	6,078	10,000	30,000
Utilities	2,468	24,000	15,240	24,500	30,000
Stormwater management	39,161	-	-	40,000	100,000
Water - non utilities	39,975	60,000	-	20,000	20,000
Water annual assessment	-	55,000	57,400	57,400	60,000
Park and tract improvements	-	-	13,352	13,352	-
Total expenditures	1,379,545	2,786,580	898,221	1,313,925	1,548,400
TRANSFERS OUT					
Transfers to other fund	100,000	1,060,558	150,501	229,954	1,290,000
Total expenditures and transfers out requiring appropriation	1,479,545	3,847,138	1,048,722	1,543,879	2,838,400
ENDING FUND BALANCES	\$ 1,876,001	\$ -	\$ 2,384,308	\$ 2,010,511	\$ 1,170,668
EMERGENCY RESERVE	\$ 51,400	\$ 48,000	\$ 46,700	\$ 50,300	\$ 59,900
AVAILABLE FOR OPERATIONS	1,824,601	-	2,337,608	1,960,211	1,110,768
TOTAL RESERVE	\$ 1,876,001	\$ 48,000	\$ 2,384,308	\$ 2,010,511	\$ 1,170,668

No assurance provided. See summary of significant assumptions.

**BOWLES METROPOLITAN DISTRICT
DEBT SERVICE FUND
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

11/9/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 7/31/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 177,180	\$ 215,385	\$ 215,385	\$ 215,384	\$ 121,257
REVENUES					
Property taxes - Denver	821,008	797,557	796,407	810,391	1,026,493
Property taxes - Jeffco	817,780	793,748	793,237	793,748	980,630
Interest income	1,103	1,500	24,737	30,000	30,000
Total revenues	<u>1,639,891</u>	<u>1,592,805</u>	<u>1,614,381</u>	<u>1,634,139</u>	<u>2,037,123</u>
TRANSFERS IN					
Transfers from other funds	<u>100,000</u>	<u>100,000</u>	-	-	-
Total funds available	<u>1,917,071</u>	<u>1,908,190</u>	<u>1,829,766</u>	<u>1,849,523</u>	<u>2,158,380</u>
EXPENDITURES					
General and administrative					
County Treasurer's fee	20,424	23,878	19,875	23,878	25,389
Legal	-	10,000	-	-	-
Paying agent fees	300	3,000	-	3,000	3,000
Contingency	-	-	-	-	25,000
Debt Service					
Bond interest	770,963	741,388	370,694	741,388	707,788
Bond Principal	910,000	960,000	-	960,000	1,010,000
Total expenditures	<u>1,701,687</u>	<u>1,738,266</u>	<u>390,569</u>	<u>1,728,266</u>	<u>1,771,177</u>
Total expenditures and transfers out requiring appropriation	<u>1,701,687</u>	<u>1,738,266</u>	<u>390,569</u>	<u>1,728,266</u>	<u>1,771,177</u>
ENDING FUND BALANCES	\$ 215,384	\$ 169,924	\$ 1,439,197	\$ 121,257	\$ 387,203

No assurance provided. See summary of significant assumptions.

**BOWLES METROPOLITAN DISTRICT
CAPITAL PROJECTS FUND
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

11/9/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 7/31/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 728,721	\$ 123,721	\$ 114,661	\$ 114,661	\$ -
REVENUES					
Total revenues	-	-	-	-	-
TRANSFERS IN					
Transfers from other funds	-	960,558	150,501	229,954	1,290,000
Total funds available	728,721	1,084,279	265,162	344,615	1,290,000
EXPENDITURES					
General and Administrative					
Accounting	-	-	-	-	10,000
Engineering	-	-	-	-	20,000
District management	-	-	-	-	20,000
Legal	-	-	-	-	5,000
Contingency	-	235,279	-	-	10,000
Capital Projects					
Fence and sign maintenance	-	75,000	49,615	49,615	250,000
Landscaping	-	100,000	-	-	125,000
Parks and recreation	-	200,000	83,309	110,000	500,000
Asphalt	-	140,000	-	-	50,000
Drainage	-	10,000	-	25,000	150,000
Sidewalks	-	25,000	34,620	35,000	50,000
Trees / Shrubs	-	115,000	-	-	-
Irrigation/Ditch improvements	-	126,000	-	-	-
Tree removal	-	8,000	-	-	-
Irrigation improvements	-	50,000	97,618	125,000	100,000
Capital outlay	614,060	-	-	-	-
Total expenditures	614,060	1,084,279	265,162	344,615	1,290,000
Total expenditures and transfers out requiring appropriation	614,060	1,084,279	265,162	344,615	1,290,000
ENDING FUND BALANCES	\$ 114,661	\$ -	\$ -	\$ -	\$ -

No assurance provided. See summary of significant assumptions.

**BOWLES METRO DISTRICT
2024 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

The District, a quasi-municipal corporation and a political subdivision of the State of Colorado, was organized by order and decree of the District Court for the City of Denver in 1987, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes). The District's service area is located in the City of Lakewood, Jefferson County, and the City and County of Denver.

The District was established to provide financing for the design, acquisition, installation, construction and completion of public improvements and services, including water, sanitation, street, safety protection, park and recreation, transportation, television relay and translation and mosquito control improvements and services.

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

REVENUES

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

Senate Bill 21-293 among other things, designates multi-family residential real property (defined generally, as property that is a multi-structure of four or more units) as a new subclass of residential real property. For tax collection year 2023, the assessment rate for single family residential property decreases to 6.95% from 7.15%. The rate for multifamily residential property, the newly created subclass, decreases to 6.80% from 7.15%. Agricultural and renewable energy production property decreases to 26.4% from 29.0%. Producing oil and gas remains at 87.5%. All other nonresidential property stays at 29%.

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 5-7% of the property taxes collected.

Net Investment Income

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately 5.0%.

EXPENDITURES

Administrative and Operating Expenditures

Operating and administrative expenditures include the estimated services necessary to maintain the District's administrative viability such as legal, management, accounting, insurance and meeting expense. Estimated expenditures related to street repairs and maintenance, street lights, street sweeping, landscaping, mowing, parks and open space maintenance, utilities and snow removal were also included the General Fund budget.

Maintenance and Repairs

Maintenance and repairs have been estimated by the District's engineer. The estimated expenditures include periodic cleaning of certain mains and repairs to the system that was constructed in previous years.

Parks and Recreation

Bowles Metro District provides the parks and recreational services for residents of the District. In order to enhance these services, the District has budgeted \$500,000 for park and trail improvements as well as other recreational programs.

County Treasurer's Fees

County Treasurer's fees have been computed at 1.5% of property tax collections.

Capital Outlay

The District anticipates infrastructure improvements as noted in the Capital Projects fund.

Debt Service

Principal and interest payments are provided based on the debt amortization schedule from the Series 2013 General Obligation Refunding and Improvement Bonds.

Debt and Leases

The District issued \$23,015,000 of General Obligation Refunding and Improvement Bonds, Series 2013 ("Series 2013 Bonds"), dated September 3, 2013. The Series 2013 Bonds were issued to current refund a portion of the Series 2003 Bonds, as described below, to fund the purchase of certain water rights and to pay the cost of issuance. The Series 2013 Bonds bear interest at rates which vary from 2.00% to 5.00% payable semi-annually on June 1 and December 1. The Series 2013 Bonds consist of serial bonds issued in the amount of \$15,390,000 due annually through 2034 and term bonds issued in the original amount of \$7,625,000 due December 1, 2033.

The Series 2013 Bonds maturing on or before December 1, 2022 are not subject to redemption prior to their maturities. The Series 2013 Bonds maturing on or after December 1, 2023 are subject to redemption prior to their maturities at the option of the District, on December 1, 2022 and on any date thereafter. Term bonds are subject to mandatory sinking fund redemption beginning five years prior to the date of maturity.

Debt and Leases (continued)

Operating and Capital Leases

The District has no operating or capital leases.

Reserves

Emergency Reserve

The District has provided for an emergency reserve fund equal to 3% or more of its fiscal year spending for 2024 (excluding any bonded debt service) pursuant to TABOR.

This information is an integral part of the accompanying forecasted budget.

**BOWLES METROPOLITAN DISTRICT
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**

**\$4,275,000 Series 2019
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013
Interest Rates from 2.00% to 5.00%
Principal Due December 1
Interest Payable June 1 and December 1**

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 1,010,000	\$ 707,788	\$ 1,717,788
2025	1,070,000	668,663	1,738,663
2026	1,130,000	625,863	1,755,863
2027	1,200,000	569,363	1,769,363
2028	1,270,000	519,863	1,789,863
2029	1,340,000	465,888	1,805,888
2030	1,430,000	398,888	1,828,888
2031	1,520,000	327,388	1,847,388
2032	1,620,000	251,388	1,871,388
2033	1,715,000	170,388	1,885,388
2034	1,830,000	84,638	1,914,638
	<u>\$ 15,135,000</u>	<u>\$ 4,790,118</u>	<u>\$ 19,925,118</u>

STATE OF COLORADO
COUNTIES OF DENVER AND JEFFERSON
BOWLES METROPOLITAN DISTRICT
2024 BUDGET RESOLUTION

The Board of Directors of the Bowles Metropolitan District, Denver and Jefferson Counties, Colorado held a regular meeting on Tuesday, November 14, 2023, at the hour of 4:30 P.M., at Grant Ranch Village Center, 7255 Grant Ranch Boulevard, Littleton, Colorado.

The following members of the Board of Directors were present:

President:
Treasurer:
Secretary:
Assistant Secretary:
Assistant Secretary:

Also present were:

Ms. Jones reported that proper notice was made to allow the Board of Directors of the Bowles Metropolitan District to conduct a public hearing on the 2024 budget and, prior to the meeting, each of the directors had been notified of the date, time and place of this meeting and the purpose for which it was called. It was further reported that this meeting is a regular meeting of the Board of Directors of the District and that a notice of regular meeting was posted on a public website of the District, <https://www.bowlesmetrodistrict.org/>, no less than twenty-four hours prior to the holding of the meeting, and to the best of her knowledge, remains posted to the date of this meeting.

Thereupon, Director _____ introduced and moved the adoption of the following Resolution:

RESOLUTION

A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET, APPROPRIATING SUMS OF MONEY TO EACH FUND IN THE AMOUNTS AND FOR THE PURPOSES SET FORTH HEREIN AND LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2024 TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE BOWLES METROPOLITAN DISTRICT, DENVER AND JEFFERSON COUNTIES, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2024 AND ENDING ON THE LAST DAY OF DECEMBER 2024.

WHEREAS, the Board of Directors (the “Board”) of the Bowles Metropolitan District (the “District”) has authorized its treasurer and accountant to prepare and submit a proposed budget to said governing body at the proper time; and

WHEREAS, the proposed budget was submitted to the Board for its review and consideration on or before October 15, 2023; and

WHEREAS, the proposed budget is more than fifty thousand dollars (\$50,000.00), due and proper notice was published on Thursday, October 26, 2023, in the *Littleton Independent*, indicating (i) the date and time of the hearing at which the adoption of the proposed budget will be considered; (ii) that the proposed budget is available for inspection by the public at a designated place; (iii) that any interested elector of the District may file any objections to the proposed budget at any time prior to the final adoption of the budget by the District; and (iv) if applicable, the amount of the District’s increased property tax revenues resulting from a request to the Division of Local Government pursuant to Section 29-1-302(1), C.R.S.; and an original publisher’s Affidavit of Publication is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, the proposed budget was open for inspection by the public at the designated place; and

WHEREAS, a public hearing was held on Tuesday, November 14, 2023 and interested electors were given the opportunity to file or register any objections to said proposed budget and any such objections were considered by the Board; and

WHEREAS, the budget being adopted by the Board has been prepared based on the best information available to the Board regarding the effects of Section 29-1-301, C.R.S., and Article X, Section 20 of the Colorado Constitution; and

WHEREAS, 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; and

WHEREAS, pursuant to Section 29-1-113(1), C.R.S., the Board shall cause a certified copy of the budget, including the budget message and any resolutions adopting the budget, appropriating moneys and fixing the rate of any mill levy, to be filed with the Division of Local Government within thirty (30) days following the beginning of the fiscal year of the budget adopted; and

WHEREAS, pursuant to Section 32-1-1201, C.R.S., the Board shall determine in each year the amount of money necessary to be raised by taxation, taking into consideration those items required by law, and shall certify the rate so fixed to the board of county commissioners of each county within the District or having a portion of its territory within the District.

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

Section 1. Summary of 2024 Revenues and 2024 Expenditures. That the estimated revenues and expenditures for each fund for fiscal year 2024, as more specifically set forth in the budget attached hereto as Exhibit B and incorporated herein by this reference, are accepted and approved.

Section 2. Adoption of Budget. That the budget as submitted, and if amended, then as amended, and attached hereto as Exhibit B and is approved and adopted as the budget of the District for fiscal year 2024. In the event the final assessed valuation provided by the Denver and Jefferson Counties Assessors' Office differs from the assessed valuation used in the proposed budget, the District's accountant is hereby directed to modify and/or adjust the budget and mill levy certification as needed to reflect the final assessed valuation without the need for additional Board authorization.

Section 3. Senate Bill 23-303 and Proposition HH. That the passage of Proposition HH at the November 7, 2023 general election would result in the implementation of various provisions of Senate Bill 23-303 which will impact the District's budget, including, but not limited to, the addition of Section 29-1-306, C.R.S., which limits the increase in the District's property tax revenue to no more than a prescribed inflation amount subject to exclusion of revenue from certain sources. That, as part of the preparation of the proposed budget and [as included in Exhibit B], the District's accountant calculated the "property tax limit" as defined in and in the manner set forth in Section 29-1-306, C.R.S. and has determined that the District's property tax revenue for property tax year 2023 will not increase by more than "inflation" (as defined in in Section 29-1-306(1)(a), C.R.S.) from the District's property tax revenue for the property tax year 2022 and therefore the property tax limit will not be exceeded by imposition of the mill levies included in the budget of the District for fiscal year 2024. In performing the property tax limit calculation, the District has directed that for purposes of Section 29-1-306(2)(b), C.R.S. the most recently published estimate of inflation for the 2022 calendar year available at the time of preparation of the 2024 budget be utilized by the District's accountant. Finally, that the due to the timing of the

November 7, 2023 general election and the requirement that the District be provided a proposed budget for its review and consideration on or before October 15, 2023, the District's accountant has made a good faith effort and used the best information available at the time of preparation of the budget to provide the District with alternative scenarios showing a proposed budget and mill levies for fiscal year 2024 in the event that Proposition HH passes and alternatively in the event that Proposition HH does not pass. Due to the uncertainty of the outcome of the passage of Proposition HH and the significant possibility that the final assessed valuations differ from the preliminary assessed valuations, once the outcome of Proposition HH is known and the final assessed valuations are provided by the Denver and Jefferson Counties Assessors' Offices, the District's accountant is hereby directed to modify and/or adjust the budget and mill levy certification as needed to reflect the final assessed valuation without the need for additional Board authorization.

Section 4. Appropriations. That the amounts set forth as expenditures and balances remaining, as specifically allocated in the budget attached, are hereby appropriated from the revenue of each fund, to each fund, for the purposes stated and no other.

Section 5. Budget Certification. That the budget shall be certified by Paul Lefever, Secretary of the District, and made a part of the public records of the District and a certified copy of the approved and adopted budget shall be filed with the Division of Local Government.

Section 6a. 2024 Denver County Levy of General Property Taxes. That the attached budget indicates that the amount of money from general property taxes necessary to balance the budget for the General Fund for operating expenses is \$850,265 and that the 2023 valuation for assessment, as certified by the Denver County Assessor, is \$46,918,960. That for the purposes of meeting all general operating expenses of the District during the 2024 budget year, there is hereby levied a tax of 18.122 mills upon each dollar of the total valuation of assessment of all taxable property within the District for the year 2024.

Section 6b. 2024 Jefferson County Levy of General Property Taxes. That the attached budget indicates that the amount of money from general property taxes necessary to balance the budget for the General Fund for operating expenses is \$788,563 and that the 2023 valuation for assessment, as certified by the Jefferson County Assessor, is \$43,514,123. That for the purposes of meeting all general operating expenses of the District during the 2024 budget year, there is hereby levied a tax of 18.122 mills upon each dollar of the total valuation of assessment of all taxable property within the District for the year 2024.

Section 7a. 2024 Denver County Levy of Debt Retirement Expenses. That the attached budget indicates that the amount of money from general property taxes necessary to balance the budget for the Debt Service Fund for debt retirement expense is \$1,026,493 and that the 2023 valuation for assessment, as certified by the Denver County Assessor, is \$46,918,960. That for the purposes of meeting all debt retirement expenses of the District during the 2024 budget year, there is hereby levied a tax of 21.878 mills upon each dollar of the total valuation of assessment of all taxable property within the District for the year 2024.

Section 7b. 2024 Jefferson County Levy of Debt Retirement Expenses. That the attached budget indicates that the amount of money from general property taxes necessary to balance the budget for the Debt Service Fund for debt retirement expense is \$952,002 and that the 2023 valuation for assessment, as certified by the Jefferson County Assessor, is \$43,514,123. That for the purposes of meeting all debt retirement expenses of the District during the 2024 budget year, there is hereby levied a tax of 21.878 mills upon each dollar of the total valuation of assessment of all taxable property within the District for the year 2024.

Section 8. Certification to County Commissioners. That the Board Secretary and/or District's accountant are hereby authorized and directed to immediately certify to the Boards of County Commissioners of Denver and Jefferson County, the mill levy for the District hereinabove determined and set. That said certification shall be in substantially the following form attached hereto as Exhibit C and incorporated herein by this reference.

[The remainder of this page is intentionally left blank.]

The foregoing Resolution was seconded by Director _____.

RESOLUTION APPROVED AND ADOPTED THIS 14TH DAY OF NOVEMBER 2023.

BOWLES METROPOLITAN DISTRICT

By: _____
Timothy LaPan
Its: President

ATTEST:

By: Paul Lefever
Its: Secretary

STATE OF COLORADO
COUNTIES OF DENVER AND JEFFERSON
BOWLES METROPOLITAN DISTRICT

I, Paul Lefever, hereby certify that I am a director and the duly elected and qualified Secretary of the Bowles Metropolitan District, and that the foregoing constitutes a true and correct copy of the record of proceedings of the Board of Directors of the District, adopted at a regular meeting of the Board of Directors of the Bowles Metropolitan District held on Tuesday, November 14, 2023, at Grant Ranch Village Center, 7255 Grant Ranch Boulevard, Littleton, Colorado, as recorded in the official record of the proceedings of the District, insofar as said proceedings relate to the budget hearing for fiscal year 2024; that said proceedings were duly had and taken; that the meeting was duly held; and that the persons were present at the meeting as therein shown.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the official seal of the District this 14th day of November 2023.

Paul Lefever, Secretary

[SEAL]

EXHIBIT A

Affidavit
Notice as to Proposed 2024 Budget

Colorado Community Media
750 W. Hampden Ave. Suite 225
Englewood, CO 80110

Bowles Metro District (isp) **
c/o Icenogle Seaver Pogue
4725 South Monaco St, Ste 360
Denver CO 80237

AFFIDAVIT OF PUBLICATION

State of Colorado }
County of Arapahoe } ss

This Affidavit of Publication for the Littleton Independent, a weekly newspaper, printed and published for the County of Arapahoe, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made 10/26/2023, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.



For the Littleton Independent

State of Colorado }
County of Arapahoe } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Linda Shapley, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 10/26/2023. Linda Shapley has verified to me that she has adopted an electronic signature to function as her signature on this document.



CARLA BETHKE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20004025550
MY COMMISSION EXPIRES APRIL 11, 2026

Public Notice

NOTICE AS TO PROPOSED 2024 BUDGET AND HEARING BOWLES METROPOLITAN DISTRICT

NOTICE IS HEREBY GIVEN that a proposed budget has been submitted to the BOWLES METROPOLITAN DISTRICT for the ensuing year of 2024. A copy of such proposed budget has been filed in the office of CliftonLarsonAllen LLP, 8390 East Crescent Parkway, Suite 300, Greenwood Village, Colorado, where same is open for public inspection. Such proposed budget will be considered at a hearing at the regular meeting of the Bowles Metropolitan District to be held at 4:30 P.M., on Tuesday, November 14, 2023. The meeting will be held at Grant Ranch Village Center, 7255 Grant Ranch Boulevard, Littleton, Colorado. Any interested elector within the Bowles Metropolitan District may inspect the proposed budget and file or register any objections at any time prior to the final adoption of the 2024 budget.

BY ORDER OF THE BOARD OF DIRECTORS: BOWLES METROPOLITAN DISTRICT

By: /s/ CliftonLarsonAllen LLP
Manager/Accountants for the District

Legal Notice No. 532167
First Publication: October 26, 2023
Last Publication: October 26, 2023
Publisher: Littleton Independent

**NOTICE AS TO PROPOSED 2024 BUDGET AND HEARING
BOWLES METROPOLITAN DISTRICT**

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BY ORDER OF THE BOARD OF DIRECTORS:
BOWLES METROPOLITAN DISTRICT

By: /s/ CliftonLarsonAllen LLP
Manager/Accountants for the District

Publish In: *Littleton Independent*
Publish On: Thursday, October 26, 2023

EXHIBIT B

Budget Document
Budget Message

**BOWLES METROPOLITAN DISTRICT
ANNUAL BUDGET
FOR THE YEAR ENDING DECEMBER 31, 2024**

**BOWLES METROPOLITAN DISTRICT
SUMMARY
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

10/9/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 7/31/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 2,550,197	\$ 2,587,229	\$ 2,206,045	\$ 2,206,044	\$ 2,131,768
REVENUES					
Property taxes - Denver	1,501,066	1,458,190	1,456,087	1,481,655	1,876,758
Property taxes - Jeffco	1,495,164	1,451,225	1,450,291	1,451,225	1,740,565
Specific ownership taxes - Denver	102,776	111,705	50,436	86,462	42,513
Specific ownership taxes - Jeffco	75,555	111,200	60,538	103,779	121,840
Conservation Trust Fund proceeds	30,646	20,000	27,263	35,000	35,000
Interest income	64,145	3,500	88,134	115,000	115,000
Miscellaneous income	-	2,000	3,441	3,441	2,000
Reimbursed expenditures	33,648	-	-	-	-
HOA Contribution	30,000	30,000	30,000	30,000	30,000
Irrigation service fees	18,141	4,000	5,222	5,968	16,000
Total revenues	<u>3,351,141</u>	<u>3,191,820</u>	<u>3,171,412</u>	<u>3,312,530</u>	<u>3,979,676</u>
TRANSFERS IN	<u>100,000</u>	<u>1,060,558</u>	<u>150,501</u>	<u>229,954</u>	<u>1,290,000</u>
Total funds available	<u>6,001,338</u>	<u>6,839,607</u>	<u>5,527,958</u>	<u>5,748,528</u>	<u>7,401,444</u>
EXPENDITURES					
General and administrative	290,295	1,872,580	194,565	303,673	351,000
Operations and maintenance	1,089,250	914,000	703,656	1,010,252	1,147,400
Debt service	1,701,687	1,738,266	390,569	1,728,266	1,771,177
Capital projects	614,060	1,084,279	265,162	344,615	1,290,000
Total expenditures	<u>3,695,292</u>	<u>5,609,125</u>	<u>1,553,952</u>	<u>3,386,806</u>	<u>4,559,577</u>
TRANSFERS OUT	<u>100,000</u>	<u>1,060,558</u>	<u>150,501</u>	<u>229,954</u>	<u>1,290,000</u>
Total expenditures and transfers out requiring appropriation	<u>3,795,292</u>	<u>6,669,683</u>	<u>1,704,453</u>	<u>3,616,760</u>	<u>5,849,577</u>
ENDING FUND BALANCES	<u>\$ 2,206,046</u>	<u>\$ 169,924</u>	<u>\$ 3,823,505</u>	<u>\$ 2,131,768</u>	<u>\$ 1,551,867</u>
EMERGENCY RESERVE AVAILABLE FOR OPERATIONS	<u>\$ 51,400</u>	<u>\$ 48,000</u>	<u>\$ 46,700</u>	<u>\$ 50,300</u>	<u>\$ 59,100</u>
TOTAL RESERVE	<u>\$ 1,876,001</u>	<u>\$ 169,924</u>	<u>\$ 2,384,308</u>	<u>\$ 2,010,511</u>	<u>\$ 1,193,292</u>

No assurance provided. See summary of significant assumptions.

**BOWLES METROPOLITAN DISTRICT
PROPERTY TAX SUMMARY INFORMATION - DENVER COUNTY
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

10/9/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 7/31/2023	ESTIMATED 2023	BUDGET 2024
ASSESSED VALUATION					
Single-Family Residential	\$ -	\$ 35,619,820	\$ 35,619,820	\$ 35,619,820	\$ 46,014,370
State assessed	-	740,370	740,370	740,370	796,690
Vacant land	-	2,900	2,900	2,900	2,790
Personal property	-	91,660	91,660	91,660	105,110
	<u>37,369,980</u>	<u>36,454,750</u>	<u>36,454,750</u>	<u>36,454,750</u>	<u>46,918,960</u>
Adjustments	-	-	-	-	-
Certified Assessed Value	<u>\$ 37,369,980</u>	<u>\$ 36,454,750</u>	<u>\$ 36,454,750</u>	<u>\$ 36,454,750</u>	<u>\$ 46,918,960</u>
MILL LEVY					
General	18.122	18.122	18.122	18.122	18.122
Debt Service	21.878	21.878	21.878	21.878	21.878
Total mill levy	<u>40.000</u>	<u>40.000</u>	<u>40.000</u>	<u>40.000</u>	<u>40.000</u>
PROPERTY TAXES					
General	\$ 677,219	\$ 660,633	\$ 660,633	\$ 660,633	\$ 850,265
Debt Service	817,580	797,557	797,557	797,557	1,026,493
Levied property taxes	1,494,799	1,458,190	1,458,190	1,458,190	1,876,758
Adjustments to actual/rounding	6,267	-	(25,568)	-	-
Refunds and abatements	-	-	23,465	23,465	-
Budgeted property taxes	<u>\$ 1,501,066</u>	<u>\$ 1,458,190</u>	<u>\$ 1,456,087</u>	<u>\$ 1,481,655</u>	<u>\$ 1,876,758</u>
BUDGETED PROPERTY TAXES					
General	\$ 680,058	\$ 660,633	\$ 659,680	\$ 671,264	\$ 850,265
Debt Service	821,008	797,557	796,407	810,391	1,026,493
	<u>\$ 1,501,066</u>	<u>\$ 1,458,190</u>	<u>\$ 1,456,087</u>	<u>\$ 1,481,655</u>	<u>\$ 1,876,758</u>

No assurance provided. See summary of significant assumptions.

**BOWLES METROPOLITAN DISTRICT
PROPERTY TAX SUMMARY INFORMATION - JEFFERSON COUNTY
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

10/9/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 7/31/2023	ESTIMATED 2023	BUDGET 2024
ASSESSED VALUATION					
Single-Family Residential	\$ 36,350,211	\$ 28,092,836	\$ 28,092,836	\$ 28,092,836	\$ 33,748,554
Multi-Family Residential	-	7,084,308	7,084,308	7,084,308	8,605,089
Commercial	307,806	307,806	307,806	307,806	316,120
State assessed	5,137	6,517	6,517	6,517	6,656
Personal property	766,009	789,162	789,162	789,162	837,704
Certified Assessed Value	<u>\$ 37,429,163</u>	<u>\$ 36,280,629</u>	<u>\$ 36,280,629</u>	<u>\$ 36,280,629</u>	<u>\$ 43,514,123</u>
MILL LEVY					
General	18.122	18.122	18.122	18.122	18.122
Debt Service	21.878	21.878	21.878	21.878	21.878
Total mill levy	<u>40.000</u>	<u>40.000</u>	<u>40.000</u>	<u>40.000</u>	<u>40.000</u>
PROPERTY TAXES					
General	\$ 678,291	\$ 657,477	\$ 657,477	\$ 657,477	\$ 788,563
Debt Service	818,875	793,748	793,748	793,748	952,002
Levied property taxes	1,497,166	1,451,225	1,451,225	1,451,225	1,740,565
Adjustments to actual/rounding	(2,002)	-	(934)		-
Budgeted property taxes	<u>\$ 1,495,164</u>	<u>\$ 1,451,225</u>	<u>\$ 1,450,291</u>	<u>\$ 1,451,225</u>	<u>\$ 1,740,565</u>
BUDGETED PROPERTY TAXES					
General	\$ 677,384	\$ 657,477	\$ 657,054	\$ 657,477	\$ 788,563
Debt Service	817,780	793,748	793,237	793,748	952,002
	<u>\$ 1,495,164</u>	<u>\$ 1,451,225</u>	<u>\$ 1,450,291</u>	<u>\$ 1,451,225</u>	<u>\$ 1,740,565</u>

No assurance provided. See summary of significant assumptions.

**BOWLES METROPOLITAN DISTRICT
GENERAL FUND
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

10/9/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 7/31/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 1,644,296	\$ 2,248,123	\$ 1,875,999	\$ 1,875,999	\$ 2,010,511
REVENUES					
Property taxes - Denver	680,058	660,633	659,680	671,264	850,265
Property taxes - Jeffco	677,384	657,477	657,054	657,477	788,563
Specific ownership taxes - Denver	102,776	111,705	50,436	86,462	42,513
Specific ownership taxes - Jeffco	75,555	111,200	60,538	103,779	121,840
Conservation Trust Fund proceeds	30,646	20,000	27,263	35,000	35,000
Interest income	63,042	2,000	63,397	85,000	85,000
Miscellaneous income	-	2,000	3,441	3,441	2,000
Reimbursed expenditures	33,648	-	-	-	-
HOA - Flat fee	30,000	30,000	30,000	30,000	30,000
Irrigation service fees	18,141	4,000	5,222	5,968	16,000
Total revenues	1,711,250	1,599,015	1,557,031	1,678,391	1,971,181
Total funds available	3,355,546	3,847,138	3,433,030	3,554,390	3,981,692
EXPENDITURES					
General and administrative					
Accounting	17,336	30,000	41,588	65,000	50,000
Auditing	6,000	7,000	6,000	6,000	6,500
Administration fees	6,000	-	-	-	-
County Treasurer's fee	16,917	19,772	16,458	19,772	20,331
Directors' fees	5,300	6,000	2,600	6,000	6,000
Dues and membership	-	1,500	1,107	1,500	1,500
Insurance	29,398	15,000	20,093	20,093	22,504
District management	141,841	140,000	79,084	140,000	140,000
Legal	24,994	25,000	11,860	25,000	28,000
Miscellaneous	18,000	7,000	5,094	7,000	7,500
Banking fees	-	-	90	100	100
Monument Signs	23,155	15,000	790	790	-
Portable restrooms	-	15,000	3,300	5,657	6,000
Special events HOA	-	13,000	-	-	15,000
Payroll taxes	405	600	199	459	497
Election	914	50,000	4,763	4,763	-
Telephone	-	3,000	1,539	1,539	-
Website	35	-	-	-	-
Contingency	-	1,524,708	-	-	47,068
Operations and maintenance					
Repairs and maintenance	374,441	70,000	86,498	190,000	250,000
Engineering	18,867	30,000	2,200	5,000	20,000
Landscaping	570,832	435,000	314,374	435,000	452,400
General tree maint	-	155,000	189,292	220,000	250,000
Recreational expense	17,046	-	-	-	-
Intergovernmental expenditures	-	10,000	5,731	10,000	10,000
Storm drainage	-	55,000	13,491	25,000	25,000
Snow removal	26,460	20,000	6,078	10,000	30,000
Utilities	2,468	24,000	15,240	24,500	30,000
Water	39,161	-	-	-	-
Water - non utilities	39,975	60,000	-	20,000	20,000
Water annual assessment	-	55,000	57,400	57,400	60,000
Park and tract improvements	-	-	13,352	13,352	-
Total expenditures	1,379,545	2,786,580	898,221	1,313,925	1,498,400
TRANSFERS OUT					
Transfers to other fund	100,000	1,060,558	150,501	229,954	1,290,000
Total expenditures and transfers out requiring appropriation	1,479,545	3,847,138	1,048,722	1,543,879	2,788,400
ENDING FUND BALANCES	\$ 1,876,001	\$ -	\$ 2,384,308	\$ 2,010,511	\$ 1,193,292
EMERGENCY RESERVE	\$ 51,400	\$ 48,000	\$ 46,700	\$ 50,300	\$ 59,100
AVAILABLE FOR OPERATIONS	1,824,601	-	2,337,608	1,960,211	1,134,192
TOTAL RESERVE	\$ 1,876,001	\$ 48,000	\$ 2,384,308	\$ 2,010,511	\$ 1,193,292

No assurance provided. See summary of significant assumptions.

**BOWLES METROPOLITAN DISTRICT
DEBT SERVICE FUND
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

10/9/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 7/31/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 177,180	\$ 215,385	\$ 215,385	\$ 215,384	\$ 121,257
REVENUES					
Property taxes - Denver	821,008	797,557	796,407	810,391	1,026,493
Property taxes - Jeffco	817,780	793,748	793,237	793,748	952,002
Interest income	1,103	1,500	24,737	30,000	30,000
Total revenues	<u>1,639,891</u>	<u>1,592,805</u>	<u>1,614,381</u>	<u>1,634,139</u>	<u>2,008,495</u>
TRANSFERS IN					
Transfers from other funds	<u>100,000</u>	<u>100,000</u>	-	-	-
Total funds available	<u>1,917,071</u>	<u>1,908,190</u>	<u>1,829,766</u>	<u>1,849,523</u>	<u>2,129,752</u>
EXPENDITURES					
General and administrative					
County Treasurer's fee	20,424	23,878	19,875	23,878	25,389
Legal	-	10,000	-	-	-
Paying agent fees	300	3,000	-	3,000	3,000
Contingency	-	-	-	-	25,000
Debt Service					
Bond interest	770,963	741,388	370,694	741,388	707,788
Bond Principal	910,000	960,000	-	960,000	1,010,000
Total expenditures	<u>1,701,687</u>	<u>1,738,266</u>	<u>390,569</u>	<u>1,728,266</u>	<u>1,771,177</u>
Total expenditures and transfers out requiring appropriation	<u>1,701,687</u>	<u>1,738,266</u>	<u>390,569</u>	<u>1,728,266</u>	<u>1,771,177</u>
ENDING FUND BALANCES	<u>\$ 215,384</u>	<u>\$ 169,924</u>	<u>\$ 1,439,197</u>	<u>\$ 121,257</u>	<u>\$ 358,575</u>

No assurance provided. See summary of significant assumptions.

**BOWLES METROPOLITAN DISTRICT
CAPITAL PROJECTS FUND
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

10/9/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 7/31/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 728,721	\$ 123,721	\$ 114,661	\$ 114,661	\$ -
REVENUES					
Total revenues	-	-	-	-	-
TRANSFERS IN					
Transfers from other funds	-	960,558	150,501	229,954	1,290,000
Total funds available	728,721	1,084,279	265,162	344,615	1,290,000
EXPENDITURES					
General and Administrative					
Accounting	-	-	-	-	10,000
Engineering	-	-	-	-	20,000
District management	-	-	-	-	20,000
Legal	-	-	-	-	5,000
Contingency	-	235,279	-	-	10,000
Capital Projects					
Fence and sign maintenance	-	75,000	49,615	49,615	250,000
Landscaping	-	100,000	-	-	125,000
Parks and recreation	-	200,000	83,309	110,000	500,000
Asphalt	-	140,000	-	-	50,000
Drainage	-	10,000	-	25,000	150,000
Sidewalks	-	25,000	34,620	35,000	50,000
Trees / Shrubs	-	115,000	-	-	-
Irrigation/Ditch improvements	-	126,000	-	-	-
Tree removal	-	8,000	-	-	-
Irrigation improvements	-	50,000	97,618	125,000	100,000
Capital outlay	614,060	-	-	-	-
Total expenditures	614,060	1,084,279	265,162	344,615	1,290,000
Total expenditures and transfers out requiring appropriation	614,060	1,084,279	265,162	344,615	1,290,000
ENDING FUND BALANCES	\$ 114,661	\$ -	\$ -	\$ -	\$ -

No assurance provided. See summary of significant assumptions.

**BOWLES METRO DISTRICT
2024 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

The District, a quasi-municipal corporation and a political subdivision of the State of Colorado, was organized by order and decree of the District Court for the City of Denver in 1987, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes). The District's service area is located in the City of Lakewood, Jefferson County, and the City and County of Denver.

The District was established to provide financing for the design, acquisition, installation, construction and completion of public improvements and services, including water, sanitation, street, safety protection, park and recreation, transportation, television relay and translation and mosquito control improvements and services.

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

REVENUES

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

Senate Bill 21-293 among other things, designates multi-family residential real property (defined generally, as property that is a multi-structure of four or more units) as a new subclass of residential real property. For tax collection year 2023, the assessment rate for single family residential property decreases to 6.95% from 7.15%. The rate for multifamily residential property, the newly created subclass, decreases to 6.80% from 7.15%. Agricultural and renewable energy production property decreases to 26.4% from 29.0%. Producing oil and gas remains at 87.5%. All other nonresidential property stays at 29%.

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 5-7% of the property taxes collected.

Net Investment Income

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately 5.0%.

EXPENDITURES

Administrative and Operating Expenditures

Operating and administrative expenditures include the estimated services necessary to maintain the District's administrative viability such as legal, management, accounting, insurance and meeting expense. Estimated expenditures related to street repairs and maintenance, street lights, street sweeping, landscaping, mowing, parks and open space maintenance, utilities and snow removal were also included the General Fund budget.

Maintenance and Repairs

Maintenance and repairs have been estimated by the District's engineer. The estimated expenditures include periodic cleaning of certain mains and repairs to the system that was constructed in previous years.

Parks and Recreation

Bowles Metro District provides the parks and recreational services for residents of the District. In order to enhance these services, the District has budgeted \$500,000 for park and trail improvements as well as other recreational programs.

County Treasurer's Fees

County Treasurer's fees have been computed at 1.5% of property tax collections.

Capital Outlay

The District anticipates infrastructure improvements as noted in the Capital Projects fund.

Debt Service

Principal and interest payments are provided based on the debt amortization schedule from the Series 2013 General Obligation Refunding and Improvement Bonds.

Debt and Leases

The District issued \$23,015,000 of General Obligation Refunding and Improvement Bonds, Series 2013 ("Series 2013 Bonds"), dated September 3, 2013. The Series 2013 Bonds were issued to current refund a portion of the Series 2003 Bonds, as described below, to fund the purchase of certain water rights and to pay the cost of issuance. The Series 2013 Bonds bear interest at rates which vary from 2.00% to 5.00% payable semi-annually on June 1 and December 1. The Series 2013 Bonds consist of serial bonds issued in the amount of \$15,390,000 due annually through 2034 and term bonds issued in the original amount of \$7,625,000 due December 1, 2033.

The Series 2013 Bonds maturing on or before December 1, 2022 are not subject to redemption prior to their maturities. The Series 2013 Bonds maturing on or after December 1, 2023 are subject to redemption prior to their maturities at the option of the District, on December 1, 2022 and on any date thereafter. Term bonds are subject to mandatory sinking fund redemption beginning five years prior to the date of maturity.

Debt and Leases (continued)

Operating and Capital Leases

The District has no operating or capital leases.

Reserves

Emergency Reserve

The District has provided for an emergency reserve fund equal to 3% or more of its fiscal year spending for 2024 (excluding any bonded debt service) pursuant to TABOR.

This information is an integral part of the accompanying forecasted budget.

**BOWLES METROPOLITAN DISTRICT
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**

**\$4,275,000 Series 2019
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013
Interest Rates from 2.00% to 5.00%
Principal Due December 1
Interest Payable June 1 and December 1**

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 1,010,000	\$ 707,788	\$ 1,717,788
2025	1,070,000	668,663	1,738,663
2026	1,130,000	625,863	1,755,863
2027	1,200,000	569,363	1,769,363
2028	1,270,000	519,863	1,789,863
2029	1,340,000	465,888	1,805,888
2030	1,430,000	398,888	1,828,888
2031	1,520,000	327,388	1,847,388
2032	1,620,000	251,388	1,871,388
2033	1,715,000	170,388	1,885,388
2034	1,830,000	84,638	1,914,638
	<u>\$ 15,135,000</u>	<u>\$ 4,790,118</u>	<u>\$ 19,925,118</u>

EXHIBIT C

Certification of Tax Levy

CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments

TO: County Commissioners¹ of _____, Colorado.

On behalf of the _____,
(taxing entity)^A

the _____,
(governing body)^B

of the _____,
(local government)^C

Hereby officially certifies the following mills to be levied against the taxing entity's GROSS \$ _____ assessed valuation of: _____
(GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG 57^E)

Note: If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area^F the tax levies must be calculated using the NET AV. The taxing entity's total property tax revenue will be derived from the mill levy multiplied against the NET assessed valuation of: \$ _____
(NET^G assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)
USE VALUE FROM FINAL CERTIFICATION OF VALUATION PROVIDED BY ASSESSOR NO LATER THAN DECEMBER 10

Submitted: _____ for budget/fiscal year _____.
(no later than Dec. 15) (mm/dd/yyyy) (yyyy)

PURPOSE (see end notes for definitions and examples)	LEVY²	REVENUE²
1. General Operating Expenses ^H	_____ mills	\$ _____
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction ^I	< _____ > mills	\$ < _____ >
SUBTOTAL FOR GENERAL OPERATING:	<input type="text"/> mills	\$ <input type="text"/>
3. General Obligation Bonds and Interest ^J	_____ mills	\$ _____
4. Contractual Obligations ^K	_____ mills	\$ _____
5. Capital Expenditures ^L	_____ mills	\$ _____
6. Refunds/Abatements ^M	_____ mills	\$ _____
7. Other ^N (specify): _____	_____ mills	\$ _____
	_____ mills	\$ _____
TOTAL: [Sum of General Operating Subtotal and Lines 3 to 7]	<input type="text"/> mills	\$ <input type="text"/>

Contact person: _____ Daytime phone: () _____
(print)

Signed: _____ Title: _____

Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 864-7720.

¹ If the *taxing entity's* boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.

² Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's **FINAL** certification of valuation).

THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.). Taxing entities that are

Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:

BONDS^J:

1. Purpose of Issue: _____
 Series: _____
 Date of Issue: _____
 Coupon Rate: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

2. Purpose of Issue: _____
 Series: _____
 Date of Issue: _____
 Coupon Rate: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

CONTRACTS^K:

3. Purpose of Contract: _____
 Title: _____
 Date: _____
 Principal Amount: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

4. Purpose of Contract: _____
 Title: _____
 Date: _____
 Principal Amount: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Bowles Metropolitan District of Denver and Jefferson Counties, Colorado on this 14th day of November 2023.

Paul Lefever, Secretary

S E A L

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
BOWLES METROPOLITAN DISTRICT
APPROVING AN INCREASE IN NON-POTABLE WATER RATES SOLD TO
GRANT RANCH HOMEOWNER SUB-ASSOCIATIONS FOR 2024**

At a regular meeting of the Board of Directors of the Bowles Metropolitan District, Denver and Jefferson Counties, Colorado, held at 4:30 P.M., on Tuesday, November 14, 2023, at The Village Center, 7255 Grant Ranch Boulevard, Littleton, Colorado, at which a quorum was present, the following resolution (the “Resolution”) was adopted:

WHEREAS, Bowles Metropolitan District (the “District”) was organized pursuant to the Special District Act, Article 1 of Title 32, C.R.S., and is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to Section 32-1-1001(1)(j), C.R.S., the District is authorized to fix and impose fees, rates, tolls, charges and penalties for services or facilities provided by the District; and

WHEREAS, the District has entered into Irrigation Agreements with certain sub-associations of the Grant Ranch Master Homeowner Association for the provision of non-potable water used to water certain areas identified in the Irrigation Agreements; and

WHEREAS, the Irrigation Agreements provide that the sub-associations of the Grant Ranch Master Homeowner Association shall pay to the District the amount due as defined by the "Water Fees/Rates" as set annually by the District's Board of Directors at a public meeting and pursuant to Section 32-1-1001(1)(j), C.R.S., and as determined based on each sub-association's water use; and

WHEREAS, pursuant to Section 32-1-1001(2)(a), C.R.S., the governing body of any special district furnishing domestic water or sanitary sewer services directly to residents and property owners within or outside the special district’s boundaries may only fix or increase fees, rates, tolls, penalties, or charges for such services after consideration of the action at a public meeting held at least thirty (30) days after providing notice as specified in Section 32-1-1001(2)(a), C.R.S.; and

WHEREAS, the Board of Directors of the District previously adopted Resolution 2016-11-03, “A Resolution of the Board of Directors of Bowles Metropolitan District Approving an Increase in Non-Potable Water Rates Sold to Grant Ranch Homeowner Sub-Associations for 2017” to establish rates effective as of January 1, 2017, and on April 11, 2023, the Board of Directors of the District subsequently adopted “A Resolution of the Board of Directors of Bowles Metropolitan District Approving an Increase in Non-Potable Water Rates Sold to Grant Ranch Homeowner Sub-Associations for 2023” to establish rates effective as of May 1, 2023; and

WHEREAS, the Board considered fixing or increasing fees, rates, tolls, penalties, or charges for domestic water services at its public meeting held on November 14, 2023; and

WHEREAS, in accordance with Section 32-1-1001(2)(a)(IV), C.R.S., notice was posted on a publicly accessible section of the Special District Association of Colorado's website on October 11, 2023 which is at least thirty (30) days before the public meeting at which the action was considered; and

WHEREAS, the District intends to increase the rate at which it sells water under the Irrigation Agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF BOWLES METROPOLITAN DISTRICT AS FOLLOWS:

1. **Water Fees/Rates.** The Board of Directors hereby increases the fees/rate per 1000 gallons of non-potable irrigation water sold to sub-associations (currently \$4.00/1000 gallons) to \$5.00/1000 gallons effective as May 1, 2024.

2. **Actions to Effectuate Resolution.** The District's employees, accountants and legal counsel are authorized and directed to take all actions necessary and appropriate to effectuate this Resolution and the imposition of any or all of the rates, fees, and charges contemplated hereunder.

3. **Repealer.** All prior acts, orders or resolutions, or parts thereof, by the District in conflict with this Resolution are hereby repealed, including, but not limited to any and all prior resolutions of the Board adopting water fees/rates, except that this repealer shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

4. **Effective Date.** This Resolution is effective as of the date of its adoption.

[Remainder of page intentionally left blank.]

Whereupon, a motion was made and seconded, and upon a majority vote, this Resolution was approved by the Board.

ADOPTED AND APPROVED THIS 14th DAY OF NOVEMBER 2023.

BOWLES METROPOLITAN DISTRICT

Timothy LaPan, President

ATTEST:

_____, Assistant Secretary

CERTIFICATION

STATE OF COLORADO
COUNTY OF JEFFERSON AND DENVER
BOWLES METROPOLITAN DISTRICT

I, _____, Assistant Secretary of the Board of the Bowles Metropolitan District, do hereby certify that the annexed and foregoing Resolution is a true copy from the records of the proceedings of the Board of said District, adopted at the regular meeting of the District held on Tuesday, November 14, 2023 at The Village Center, 7255 Grant Ranch Boulevard, Littleton, Colorado, on file with Icenogle Seaver Pogue, P.C., general counsel to the District.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the District, this 14th day of November 2023.

_____, Assistant Secretary

[SEAL]