

BOWLES METROPOLITAN DISTRICT
8390 E CRESCENT PARKWAY, STE 300
GREENWOOD VILLAGE, CO 80111

SPECIAL MEETING NOTICE AND AGENDA

DATE: Tuesday, April 13, 2021
TIME: 4:30 p.m.
LOCATION: The Village Center
7255 Grant Ranch Blvd.
Littleton, CO 80123

DUE TO CONCERNS REGARDING THE SPREAD OF THE CORONAVIRUS (COVID-19) AND THE BENEFITS TO THE CONTROL OF THE SPREAD OF THE VIRUS BY LIMITING IN-PERSON CONTACT, THIS DISTRICT’S BOARD MEETING WILL BE ACCESSIBLE BY CONFERENCE CALL. THERE WILL BE ONE PERSON PRESENT AT THE PHYSICAL LOCATION POSTED ON THIS NOTICE AND ALL OTHER ATTENDEES WILL BE VIA TELEPHONE.

You can attend the meetings in any of the following ways:

ACCESS: https://teams.microsoft.com/l/meetup-join/19%3ameeting_OGJhZjMxYzctMjMyMS00OTA5LTg4ZTUtYmFmOD_A2MTIzNDNj%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%2216b1c71c-d483-4feb-8929-2d72ea1cdf59%22%7d

To attend via telephone, dial **720-547-5281** and enter the following additional information: Passcode: **537 962 160#**

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

1. ADMINISTRATIVE MATTERS:

- A. Call to order and approval of agenda.
- B. Confirm quorum, location of meeting, posting of meeting notice

C. Approval of the Minutes from March 9, 2021 Special Board Meeting (enclosed)

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

2. CONSENT AGENDA:

A. Other

3. FINANCIAL MATTERS:

A. Review and Approve January 31, 2021 and February 28, 2021 Financial Statements. (enclosed)

B. Review and Approve Claims in the amount of \$56,772.78. (enclosed)

C. Other

4. MANAGEMENT MATTERS:

A. Operational Updates and Action Items -

1. Designscapes:

- i. General Update
- ii. Work Order Update (enclosed)
- iii. Turf Restoration Update
- iv. Proposal for Irrigation Gate Valves for \$37,653.80 (enclosed)
- v. Irrigation Main Line Mapping (enclosed)
- vi. Basketball Area Planting Proposal and Rendering (enclosed)
- vii. Sports Field Mowing
- viii. Proposed Tree Replacement for 5769 S. Depew Circle (enclosed)

2. Davey Tree:

- i. General Update (enclosed)
- ii. 5700 S. Benton Circle Update (enclosed)
- iii. Tree Removal and Stump Grinding Work Order for \$525 (enclosed)

3. Homestead Painting:

- i. Wrought Iron Fence Update

4. Park Update:

- i. General Update
- ii. Park Use Policy
- iii. Trash Can and Table Replacement Update

5. Capital Projects:
 - i. Update on Concrete and Asphalt Projects

6. Signage Update:
 - i. Isthmus Park
 - ii. Ashley Luke Design Proposal for \$350 (enclosed)
 - iii. Informational Signs

B. Other

5. LEGAL MATTERS:

- A. Discuss Intergovernmental Agreement by and between Bowles Metropolitan District and Grant Water and Sanitation District for removal of plantings and use of joint easement. (enclosed)

- B. Review and Consider Approval of Chavez Service Agreement for Blue Heron Park Asphalt Repair and Replacement for \$48,840 (enclosed)

- C. Review and Consider Approval of Chavez Service Agreement for Blue Heron Park Sidewalk Trip-Hazard Repair for \$ (enclosed)

- D. Review and Consider Approval of 2021 Application and Revocable Vehicle Use Permit (enclosed)

- E. Review and Consider Approval of 2021 Policies for Facility Use Permits (enclosed)

- F. Other

6. DIRECTOR MATTERS:

- A. Confirm Quorum for Next Board Meeting – May 11, 2021 at 4:30 p.m.

- B. Adjournment

The next regular meeting is scheduled for May 11, 2021 at 4:30 p.m.

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
BOWLES METROPOLITAN DISTRICT (THE “DISTRICT”)
HELD
MARCH 9, 2021

A special meeting of the Board of Directors of the Bowles Metropolitan District (referred to hereafter as the “Board”) was convened on Tuesday, March 9, 2021, at 4:30 p.m., at The Village Center, 7255 Grant Ranch Blvd., Littleton, Colorado 80123 and via Microsoft Teams. Due to concerns regarding the spread of the Coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, this District Board meeting was held in person and via Microsoft Teams, with only the Board and Management team in attendance in person. All other parties attended via Microsoft Teams. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

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

Also, In Attendance Were:

Anna Jones and Nic Carlson; CliftonLarsonAllen LLP
Paul LeFever, Grant Ranch Master HOA Manager
Derek Fox; Davey Tree
Rob Massengale and Johnny Jimenez; Designsapes
John Whitehall and Karen LeFever; Residents

ADMINISTRATIVE MATTERS

Call to Order & Approve Agenda: Director Dougherty called the meeting to order at 4:30 p.m.

The Board reviewed the Agenda for the meeting. Following discussion, upon motion duly made by Director Dougherty, seconded by Director Chaffee, and upon vote unanimously carried, the Board approved the Agenda, as presented.

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

The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. Following discussion, and upon motion duly made by Director Chaffee, seconded by Director Dougherty, and upon vote unanimously carried, it was determined to conduct the meeting at the above-stated dated, time and location.

RECORD OF PROCEEDINGS

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

Minutes from the February 9, 2021 Special Board Meeting: Following discussion, upon motion duly made by Director Chaffee, seconded by Director Dougherty, and upon vote unanimously carried, the Board approved the February 9, 2021 Special Board Meeting Minutes, as presented.

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

Ms. LeFever reported that there has been organized practices being held on the basketball courts and noted there has been loud music at the courts. Ms. LeFever discussed the park policies with the Board.

Mr. Whitehall discussed a tree conflict and requested that Davey Tree meet with him on site for further discussion. Director Chaffee indicated that the Board would support Davey Tree's recommendations.

CONSENT AGENDA

Consent Agenda: Other – None.

FINANCIAL MATTERS

Claims in the amount of \$38,510.22: Following discussion, upon motion duly made by Director Dougherty, seconded by Director Korte, and upon vote unanimously carried, the Board approved the claims in the amount of \$38,510.22.

Other – None.

MANAGEMENT MATTERS

Golf Course Drainage/ Maintenance Update: Mr. Carlson reviewed the drainage issue with the Board, reporting that the ownership and maintenance responsibilities are inconclusive following conversations with Jefferson County and review of area maps. Following discussion, and upon motion duly made by Director Chaffee, seconded by Director Dougherty, and upon vote unanimously carried, the Board agreed to maintain the drains twice a year, indicating the reason for doing so was to properly maintain the area, acknowledging the party/ies responsible for that maintenance have not been determined. The Board is undertaking the task solely to resolve the maintenance issue, assuming no overall responsibility for same.

RECORD OF PROCEEDINGS

Operational Updates and Action Items:

Designscapes General Update- Mr. Jimenez provided a general update to the Board, noting that the Lacrosse nets will be cut down and stored behind the fence at the marina.

Work Orders: None.

Davey Tree General Update- Mr. Fox provided a general update to the Board, noting that he had a request from a homeowner to prune and fertilize monument trees. Following discussion, the Board agreed to have the monument trees pruned, but not fertilized and requested that staff notify the homeowner.

Work Orders:

Proposal for 5763 S. Benton Way, Tree Removal and Stump Grinding for 5745 S. Harlan St. for \$655: Mr. Fox reviewed the Tree Pruning Proposal with the Board. Following discussion, upon motion duly made by Director Chaffee, seconded by Director Dougherty, and upon vote unanimously carried, the Board approved the proposal from Davey Tree for 5763 S. Benton Way, tree removal and stump grinding for 5745 S. Harlan Street for \$655.

Homestead Paining General Update- Mr. Carlson provided the Board with a general update for Homestead Painting.

Work Orders:

Proposal for additional work on the Raccoon Creek fence for \$1,730: Following discussion, upon motion duly made by Director Dougherty, seconded by Director Chaffee, and upon vote unanimously carried, the Board approved the proposal from Homestead Painting for additional work on the Raccoon Creek fence for \$1,730.

Proposal for repairs to the wrought iron fence along Mary's Meadow: Following discussion, upon motion duly made by Director Dougherty, seconded by Director LaPan, and upon vote unanimously carried, the Board approved the proposal from Homestead Painting for repairs to the wrought iron fence along Mary's Meadow for \$890 and directed staff to send letters to the property owners informing them of the costs and reminding them that the fences are District property.

Park Update- Mr. Carlson provided the Board with a general update for the Parks.

RECORD OF PROCEEDINGS

Update on Blue Heron Park & Sunset Park Reservations/ Food Truck Policy:

The Board discussed Blue Heron & Sunset Park reservations and determined that moving forward, there would not be organized sports practices and games without Board approval for both parks.

The Board discussed the Food Truck Policy. Director Chaffee noted that waiver and indemnity language needs to be added to the policy. Director Dougherty will work with staff for single use permits.

Easter Egg Hunt: Mr. LeFever reviewed the HOA's request for a permit to hold an Easter Egg Hunt in Blue Heron Park on April 2, 2021. Following discussion, upon motion duly made by Director Chaffee, seconded by Director Dougherty, and upon vote unanimously carried, the Board approved the permit and elected to waive the fee.

Lacrosse Net: This item was discussed previously during the Designsapes update.

Capital Projects- Ms. Jones and Mr. Carlson updated the Board on Capital Projects.

Concrete sidewalk replacements in the amount of \$19,325:

- Panels along pond embankment and trickle channel
- Concrete near roundabout
- Concrete sidewalk at northeast corner of park

Mr. Carlson reviewed the Concrete sidewalk replacement proposals with the Board. Following discussion, upon motion duly made by Director Dougherty, seconded by Director Chaffee, and upon vote unanimously carried, the Board approved the concrete sidewalk replacements in the amount of \$19,325.

Asphalt – Blue Heron Park Parking Lot and Estimate for Asphalt and Curb-Gutter Work in the amount of \$48,840:

Mr. Carlson reviewed the proposal for the south half of the Blue Heron Park parking lot for asphalt and curb-gutter work in the amount of \$48,840 with the Board.

Following discussion, upon motion duly made by Director Dougherty, seconded by Director Chaffee, and upon vote unanimously carried, the Board approved the Blue Heron Park parking lot and estimate for asphalt and curb-gutter work in the amount of \$48,840.

RECORD OF PROCEEDINGS

Turf Restoration Pricing:

Following discussion, upon motion duly made by Director Dougherty, seconded by Director Chaffee, and upon vote unanimously carried, the Board requested that the Turf Restoration work be completed by Designsapes in the amount of \$30,600.00.

Signage Update- Mr. Carlson provided the Board with a signage update.

Isthmus Park Signs:

Mr. Carlson provided the Board with an update, noting that staff will work with Director Lutz-Ryan to develop a plan and approach for design, fabrication and installation and will bring back to the Board as the project progresses.

Informational Signs:

Mr. Carlson provided the Board with an update, noting that staff will update informational signs as park policies are finalized.

Dave Hobart Sign:

Mr. Carlson provided the Board with an update. Following discussion, upon motion duly made by Director Dougherty, seconded by Director LaPan, and upon vote unanimously carried, the Board approved the Dave Hobart sign in the amount of \$1,992.85 to include fabrication and installation.

Trash Can Picture and Diagram Discussion: Mr. Carlson reviewed the trash can rendering and diagram with the Board. The Board confirmed trash can placement and style. The Board requested staff to proceed with ordering the receptacles.

Following discussion, upon motion duly made by Director Dougherty, seconded by Director Korte, and upon vote unanimously carried, the Board directed staff to remove and replace a picnic table at the in Sunset Park in an amount not to exceed \$2,500.

LEGAL MATTERS

Review and Consider Approval of the following contracts:

Chavez Services, LLC Agreement for Cement and Asphalt Services in an amount not to exceed \$8,600:

Construction Done Right, LLC Agreement for General Construction Services:

EcoResource Solutions, Inc. Agreement for Water Quality Testing Services in an amount not to exceed \$10,496:

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Dougherty, seconded by Director Chaffee, and upon vote unanimously carried, the Board approved the three contracts listed above.

Teledyne Instruments, Inc. Proposal for Water Sample Testing in the amount of \$4,053:

Proposal for install of ISCO Water Sampler from EcoResources in the amount of \$1,174:

Following discussion, upon motion duly made by Director Dougherty, seconded by Director Korte, and upon vote unanimously carried, the Board approved the two proposals listed above.

Intergovernmental Agreement by and between Bowles Metropolitan District and Grant Water and Sanitation District for removal of plantings and use of joint easement: The Board discussed the Intergovernmental Agreement and directed staff to get all the related agreements for review prior to the April Board meeting. Director Dougherty and Mr. Carlson discussed revising some of the language in the agreement. Board Members will review the IGA and submit feedback to Director Dougherty prior to the April meeting. The Board also asked staff to coordinate a spring meeting of the Joint Easement Committee with GWSD.

Other: Director LaPan requested that Designscares lawn mowing length be lowered between one and one and a half inches for both Sunset and Blue Heron Parks. Director LaPan will outline the areas to extend the mowing area and will convey the information to Designscares.

Director LaPan requested Designscares develop a proposal and rendering to illustrate the proposed design for the plantings in the basketball court area. Mr. Massengale agreed to the Board's request and will present a rendering of the proposal at the April Board meeting. Director Dougherty requested that staff upload the proposal to the District website, once reviewed and approved by the Board at the April meeting.

The Board discussed 811 locates, mentioning Hydrosystems KDI as a potential resource to survey the main irrigation lines. Director LaPan will work with Designscares to assemble a map of the irrigation mainlines.

**DIRECTOR
MATTERS**

Confirm Quorum for Next Board Meeting: The Board confirmed quorum for the next Board Meeting – April 13, 2021 at 4:30 p.m.

RECORD OF PROCEEDINGS

ADJOURNMENT

There being no further business to come before the Board at this time, the meeting was adjourned at 6:19 p.m.

Respectfully submitted,

By _____
Secretary for the Meeting

Bowles Metropolitan District
Financial Statements

January 31, 2021

ACCOUNTANT'S COMPILATION REPORT

Board of Directors
Bowles Metropolitan District

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

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

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

Simmons & Wheeler P.C.

April 2, 2021
Englewood, Colorado

Bowles Metropolitan District
Combined Balance Sheet
January 31, 2021

See Accountant's Compilation Report

	<u>General Fund</u>	<u>Capital Fund</u>	<u>Debt Service Fund</u>	<u>Account Groups</u>	<u>Total All Funds</u>
Assets					
Current assets					
Cash in Checking	\$ 167,918	\$ -	\$ -	\$ -	\$ 167,918
Cash in COLOTRUST	1,193,770	982,232	197,034	-	2,373,036
Cash COLOTRUST - Conserv Trust	-	-	-	-	-
Cash in Savings	-	-	-	-	-
Accounts receivable - taxes	31,210	-	21,885	-	53,095
Accounts receivable	6,757	-	-	-	6,757
Prepaid expenses	-	-	-	-	-
Due from Other Funds	-	-	-	-	-
	<u>1,399,655</u>	<u>982,232</u>	<u>218,919</u>	<u>-</u>	<u>2,600,806</u>
Other assets					
Improvements	-	-	-	8,085,022	8,085,022
Amount available in debt service fund	-	-	-	218,919	218,919
Amount to be provided for retirement of debt	-	-	-	17,651,081	17,651,081
	<u>-</u>	<u>-</u>	<u>-</u>	<u>25,955,022</u>	<u>25,955,022</u>
	<u>\$ 1,399,655</u>	<u>\$ 982,232</u>	<u>\$ 218,919</u>	<u>\$ 25,955,022</u>	<u>\$ 28,555,828</u>
Liabilities and Equity					
Current liabilities					
Accounts payable	\$ 168,236	\$ -	\$ -	\$ -	\$ 168,236
Due to Other Funds	-	-	-	-	-
	<u>168,236</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>168,236</u>
GO Bond Payable	-	-	-	17,870,000	17,870,000
Total liabilities	<u>168,236</u>	<u>-</u>	<u>-</u>	<u>17,870,000</u>	<u>18,038,236</u>
Fund Equity					
Investment in improvements	-	-	-	8,085,022	8,085,022
Fund balance	1,231,419	982,232	218,919	-	2,432,570
	<u>1,231,419</u>	<u>982,232</u>	<u>218,919</u>	<u>8,085,022</u>	<u>10,517,592</u>
	<u>\$ 1,399,655</u>	<u>\$ 982,232</u>	<u>\$ 218,919</u>	<u>\$ 25,955,022</u>	<u>\$ 28,555,828</u>

Bowles Metropolitan District
Statement of Revenues, Expenditures and Changes in Fund Balance
For One month Ended January 31, 2021
General Fund

See Accountant's Compilation Report

	Annual <u>Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)	<u>---Prior YTD---</u>
Revenues				
Property taxes-Jeffco	\$ 619,109	\$ 12,033	\$ (607,076)	\$ 130,322
Property taxes-Denver	632,067	5,808	(626,259)	17,620
Specific ownership taxes-Jeffco	94,074	7,842	(86,232)	10,331
Specific ownership taxes-Denver	94,551	5,766	(88,785)	7,506
Conservation Trust fund	20,000	-	(20,000)	-
HOA Contribution /Water/Landscape	30,000	51	(29,949)	-
Sub HOA Contribution/Irrigation	4,000	-	(4,000)	-
Miscellaneous Income	2,000	215	(1,785)	1,734
Interest income	45,000	224	(44,776)	3,311
	<u>1,540,801</u>	<u>31,939</u>	<u>(1,508,862)</u>	<u>170,824</u>
Expenditures				
Accounting	11,500	1,677	9,823	1,165
Audit	7,000	-	7,000	-
Directors Fees	6,000	1,000	5,000	400
Election expense	-	-	-	-
Insurance	9,500	6,921	2,579	8,580
Legal	10,000	733	9,267	1,230
Management	85,000	12,400	72,600	7,445
Office supplies/misc expense	7,000	90	6,910	1,672
SDA Dues/Conferences	1,500	-	1,500	-
Payroll Taxes	600	76	524	31
Snow Removal	20,000	-	20,000	-
General tree maint/replacement	110,000	-	110,000	10,343
General landscape maintenance	435,000	-	435,000	21,233
Landscape maintenance -other	-	-	-	4,848
Foothills Recreation IGA	10,000	726	9,274	1,297
Repairs/maintenance/other	60,000	-	60,000	-
Portable restrooms	10,000	-	10,000	758
Special events	13,000	-	13,000	-
Treasurer's fees	18,772	239	18,533	2,132
Telephone	3,000	178	2,822	269
Utilities	24,000	72	23,928	207
Monument Signs	-	-	-	-
Storm Water Monitoring	55,000	-	55,000	-
Storm Drainage Services	-	-	-	-
Water operations	-	-	-	162
Water pump service (operations)	10,000	-	10,000	-
Water annual assessment	55,000	-	55,000	47,560
Engineering / water samples	12,000	-	12,000	-
Contingency	1,537,499	-	1,537,499	-
Operating transfers out	150,000	-	150,000	-
Emergency reserve (3%)	29,216	-	29,216	-
	<u>2,690,587</u>	<u>24,112</u>	<u>2,666,475</u>	<u>109,332</u>
Excess (deficiency) of revenues over expenditures	(1,149,786)	7,827	1,157,613	
Fund balance - beginning	<u>1,149,786</u>	<u>1,223,592</u>	<u>73,806</u>	
Fund balance - ending	\$ <u>-</u>	\$ <u>1,231,419</u>	\$ <u>1,231,419</u>	

Bowles Metropolitan District
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For One month Ended January 31, 2021
Capital Fund

See Accountant's Compilation Report

	Annual <u>Budget</u>	<u>Actual</u>	Variance Favorable <u>(Unfavorable)</u>	<u>---Prior YTD---</u>
Revenues				
Other Income	\$ -	\$ -	\$ -	\$ -
Transfer from debt service fund	-	-	-	-
Transfer from general fund	-	-	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
	-	-	-	-
Expenditures				
Water Shares	-	-	-	-
Legal	-	-	-	-
District Management	-	-	-	-
Capital Expense-Parks & Trails	75,000	-	75,000	-
Capital Expense-Landscape improvements	100,000	-	100,000	-
Capital Expense-Trees	75,000	-	75,000	-
Capital Expense-Stormwater	200,000	1,355	198,645	-
Capital Expense-Fence	100,000	28,562	71,438	5,648
Isthmus Park Design	-	-	-	-
Sunset Park	-	-	-	5,908
Park Facilities	220,000	158,949	61,051	-
Blue Heron	-	-	-	-
Lolly Park	-	-	-	12,750
Capital expense-irrigation improvements	100,000	-	100,000	-
Contingency	290,322	-	290,322	-
	<hr/>	<hr/>	<hr/>	<hr/>
	1,160,322	188,866	971,456	24,306
Excess (deficiency) of revenues over expenditures	(1,160,322)	(188,866)	971,456	
Fund balance - beginning	<hr/>	<hr/>	<hr/>	
	1,160,322	1,171,098	10,776	
Fund balance (deficit) - ending	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>	
	\$ -	\$ 982,232	\$ 982,232	

Bowles Metropolitan District
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For One month Ended January 31, 2021
Debt Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	Variance Favorable <u>(Unfavorable)</u>	<u>---Prior YTD---</u>
Revenues				
Property taxes-Jeffco	\$ 747,427	14,527	\$ (732,900)	\$ 171,715
Property taxes-Denver	763,070	7,652	(755,418)	23,216
Transfer from General Fund	150,000	-	(150,000)	-
Interest income	1,500	-	(1,500)	96
	<u>1,661,997</u>	<u>22,179</u>	<u>(1,639,818)</u>	<u>195,027</u>
Expenditures				
2013 Bonds-Principal	865,000	-	865,000	-
2013 Bonds-Interest	796,913	-	796,913	-
Legal	10,000	-	10,000	-
Treasurer fees	22,668	294	22,374	2,809
Trustee/paying agent fees	3,000	-	3,000	-
	<u>1,697,581</u>	<u>294</u>	<u>1,697,287</u>	<u>2,809</u>
Excess (deficiency) of revenues over expenditures	(35,584)	21,885	57,469	
Fund balance - beginning	<u>189,835</u>	<u>197,034</u>	<u>7,199</u>	
Fund balance (deficit) - ending	\$ <u>154,251</u>	\$ <u>218,919</u>	\$ <u>64,668</u>	

Bowles Metropolitan District
Financial Statements

February 28, 2021

ACCOUNTANT'S COMPILATION REPORT

Board of Directors
Bowles Metropolitan District

Management is responsible for the accompanying financial statements of each major fund of Bowles Metropolitan District, as of and for the period ended February 28, 2021, which are comprised of the Balance Sheet and the related Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Governmental Funds and account groups for the two months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

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

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

Simmons & Wheeler P.C.

April 2, 2021
Englewood, Colorado

Bowles Metropolitan District
 Combined Balance Sheet
 February 28, 2021

See Accountant's Compilation Report

	<u>General Fund</u>	<u>Capital Fund</u>	<u>Debt Service Fund</u>	<u>Account Groups</u>	<u>Total All Funds</u>
Assets					
Current assets					
Cash in Checking	\$ 15,673	\$ -	\$ -	\$ -	\$ 15,673
Cash in COLOTRUST	1,184,028	982,232	221,785	-	2,388,045
Cash COLOTRUST - Conserv Trust	-	-	-	-	-
Cash in Savings	-	-	-	-	-
Accounts receivable - taxes	437,102	-	503,032	-	940,134
Accounts receivable	-	-	-	-	-
Prepaid expenses	-	-	-	-	-
Due from Other Funds	-	-	-	-	-
	<u>1,636,803</u>	<u>982,232</u>	<u>724,817</u>	<u>-</u>	<u>3,343,852</u>
Other assets					
Improvements	-	-	-	8,085,022	8,085,022
Amount available in debt service fund	-	-	-	724,817	724,817
Amount to be provided for retirement of debt	-	-	-	17,145,183	17,145,183
	<u>-</u>	<u>-</u>	<u>-</u>	<u>25,955,022</u>	<u>25,955,022</u>
	<u>\$ 1,636,803</u>	<u>\$ 982,232</u>	<u>\$ 724,817</u>	<u>\$ 25,955,022</u>	<u>\$ 29,298,874</u>
Liabilities and Equity					
Current liabilities					
Accounts payable	\$ 34,742	\$ -	\$ -	\$ -	\$ 34,742
Due to Other Funds	-	-	-	-	-
	<u>34,742</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>34,742</u>
GO Bond Payable	-	-	-	17,870,000	17,870,000
Total liabilities	<u>34,742</u>	<u>-</u>	<u>-</u>	<u>17,870,000</u>	<u>17,904,742</u>
Fund Equity					
Investment in improvements	-	-	-	8,085,022	8,085,022
Fund balance	1,602,061	982,232	724,817	-	3,309,110
	<u>1,602,061</u>	<u>982,232</u>	<u>724,817</u>	<u>8,085,022</u>	<u>11,394,132</u>
	<u>\$ 1,636,803</u>	<u>\$ 982,232</u>	<u>\$ 724,817</u>	<u>\$ 25,955,022</u>	<u>\$ 29,298,874</u>

Bowles Metropolitan District
Statement of Revenues, Expenditures and Changes in Fund Balance
For Two months Ended February 28, 2021
General Fund

See Accountant's Compilation Report

	Annual <u>Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)	<u>---Prior YTD---</u>
Revenues				
Property taxes-Jeffco	\$ 619,109	\$ 214,291	\$ (404,818)	\$ 313,789
Property taxes-Denver	632,067	228,271	(403,796)	274,943
Specific ownership taxes-Jeffco	94,074	16,706	(77,368)	18,996
Specific ownership taxes-Denver	94,551	11,566	(82,985)	15,412
Conservation Trust fund	20,000	-	(20,000)	-
HOA Contribution /Water/Landscape	30,000	169	(29,831)	-
Sub HOA Contribution/Irrigation	4,000	-	(4,000)	-
Miscellaneous Income	2,000	716	(1,284)	3,029
Interest income	45,000	383	(44,617)	6,410
	<u>1,540,801</u>	<u>472,102</u>	<u>(1,068,699)</u>	<u>632,579</u>
Expenditures				
Accounting	11,500	1,677	9,823	1,165
Audit	7,000	-	7,000	-
Directors Fees	6,000	1,500	4,500	900
Election expense	-	-	-	-
Insurance	9,500	6,921	2,579	8,580
Legal	10,000	733	9,267	1,230
Management	85,000	12,400	72,600	7,445
Office supplies/misc expense	7,000	135	6,865	1,702
SDA Dues/Conferences	1,500	933	567	-
Payroll Taxes	600	115	485	69
Snow Removal	20,000	1,015	18,985	3,368
General tree maint/replacement	110,000	2,789	107,211	10,343
General landscape maintenance	435,000	-	435,000	42,466
Landscape maintenance -other	-	-	-	4,848
Foothills Recreation IGA	10,000	726	9,274	1,297
Repairs/maintenance/other	60,000	173	59,827	1,150
Portable restrooms	10,000	-	10,000	758
Special events	13,000	-	13,000	-
Treasurer's fees	18,772	5,388	13,384	7,457
Telephone	3,000	146	2,854	334
Utilities	24,000	117	23,883	400
Monument Signs	-	10,485	(10,485)	-
Storm Water Monitoring	55,000	-	55,000	-
Storm Drainage Services	-	-	-	-
Water operations	-	-	-	162
Water pump service (operations)	10,000	-	10,000	-
Water annual assessment	55,000	48,380	6,620	47,560
Engineering / water samples	12,000	-	12,000	-
Contingency	1,537,499	-	1,537,499	-
Operating transfers out	150,000	-	150,000	-
Emergency reserve (3%)	29,216	-	29,216	-
	<u>2,690,587</u>	<u>93,633</u>	<u>2,596,954</u>	<u>141,234</u>
Excess (deficiency) of revenues over expenditures	(1,149,786)	378,469	1,528,255	
Fund balance - beginning	<u>1,149,786</u>	<u>1,223,592</u>	<u>73,806</u>	
Fund balance - ending	\$ <u>-</u>	\$ <u>1,602,061</u>	\$ <u>1,602,061</u>	

Bowles Metropolitan District
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For Two months Ended February 28, 2021
Capital Fund

See Accountant's Compilation Report

	Annual <u>Budget</u>	<u>Actual</u>	Variance Favorable <u>(Unfavorable)</u>	<u>---Prior YTD---</u>
Revenues				
Other Income	\$ -	\$ -	\$ -	\$ -
Transfer from debt service fund	-	-	-	-
Transfer from general fund	-	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Expenditures				
Water Shares	-	-	-	-
Legal	-	-	-	-
District Management	-	-	-	-
Capital Expense-Parks & Trails	75,000	-	75,000	-
Capital Expense-Landscape improvements	100,000	-	100,000	-
Capital Expense-Trees	75,000	-	75,000	-
Capital Expense-Stormwater	200,000	1,355	198,645	-
Capital Expense-Fence	100,000	28,562	71,438	5,648
Isthmus Park Design	-	-	-	-
Sunset Park	-	-	-	5,908
Park Facilities	220,000	158,949	61,051	-
Blue Heron	-	-	-	-
Lolly Park	-	-	-	12,750
Capital expense-irrigation improvements	100,000	-	100,000	-
Contingency	290,322	-	290,322	-
	<u>1,160,322</u>	<u>188,866</u>	<u>971,456</u>	<u>24,306</u>
Excess (deficiency) of revenues over expenditures	(1,160,322)	(188,866)	971,456	
Fund balance - beginning	<u>1,160,322</u>	<u>1,171,098</u>	<u>10,776</u>	
Fund balance (deficit) - ending	\$ <u><u>-</u></u>	\$ <u><u>982,232</u></u>	\$ <u><u>982,232</u></u>	

Bowles Metropolitan District
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For Two months Ended February 28, 2021
Debt Fund

See Accountant's Compilation Report

	Annual <u>Budget</u>	<u>Actual</u>	Variance Favorable <u>(Unfavorable)</u>	<u>---Prior YTD---</u>
Revenues				
Property taxes-Jeffco	\$ 747,427	258,705	\$ (488,722)	\$ 413,457
Property taxes-Denver	763,070	275,583	(487,487)	362,273
Transfer from General Fund	150,000	-	(150,000)	-
Interest income	1,500	-	(1,500)	96
	<u>1,661,997</u>	<u>534,288</u>	<u>(1,127,709)</u>	<u>775,826</u>
Expenditures				
2013 Bonds-Principal	865,000	-	865,000	-
2013 Bonds-Interest	796,913	-	796,913	-
Legal	10,000	-	10,000	-
Treasurer fees	22,668	6,505	16,163	9,826
Trustee/paying agent fees	3,000	-	3,000	-
	<u>1,697,581</u>	<u>6,505</u>	<u>1,691,076</u>	<u>9,826</u>
Excess (deficiency) of revenues over expenditures	(35,584)	527,783	563,367	
Fund balance - beginning	<u>189,835</u>	<u>197,034</u>	<u>7,199</u>	
Fund balance (deficit) - ending	\$ <u>154,251</u>	\$ <u>724,817</u>	\$ <u>570,566</u>	

Vendor Name	Invoice #	Invoice Date	Due Date	GL Posting Date	Description	Created	Updated	Bill Line	Item	Bill Line	Item	Account Name	Bill Line	Item	Bill Line	Item
Eonupdate Web Srate	4012021	4/1/2021	4/1/2021	4/30/2021	04 01 - 03 31 hosting	4/6/2021	4/6/2021	375.00	Web Site				6569			1
Designscapes Coloradc	106133	2/28/2021	2/28/2021	2/28/2021	02 25 Snow removal	4/6/2021	4/6/2021	740.00	Snow Removal				6600			1
Designscapes Coloradc	106189	3/25/2021	3/25/2021	3/31/2021	03 Seed	4/6/2021	4/6/2021	4,910.00	Repair and maintenance				6575			1
Designscapes Coloradc	106259	3/25/2021	3/25/2021	3/25/2021	Tree removal	4/6/2021	4/6/2021	175.00	General tree maint/replacement				6577			1
Designscapes Coloradc	106278	3/20/2021	3/20/2021	3/31/2021	03 20 snow removal	4/6/2021	4/6/2021	5,530.00	Snow Removal				6600			1
JOATA Solutions	114	3/29/2021	3/29/2021	3/31/2021	Stormwater sampling	4/6/2021	4/6/2021	461.24	Storm drainage service				7925			1
United Site Services	114-11577!	2/7/2021	2/7/2021	2/28/2021	Portable restrooms	4/6/2021	4/6/2021	277.14	Portable restrooms				6605			1
United Site Services	114-11577!	2/28/2021	2/28/2021	2/28/2021	Portable restrooms	4/6/2021	4/6/2021	282.36	Portable restrooms				6605			1
United Site Services	114-11685!	3/31/2021	3/31/2021	3/31/2021	Portable Restrooms	4/6/2021	4/6/2021	277.14	Portable restrooms				6605			1
United Site Services	114-11685!	3/31/2021	3/31/2021	3/31/2021	Portable Restrooms	4/6/2021	4/6/2021	282.36	Portable restrooms				6605			1
IMEG	20002693.(2/22/2021	2/22/2021	2/28/2021	01 25 21 to 02 21 21 services	4/6/2021	4/6/2021	1,247.94	Engineering				7900			1
DaVinci Sign Systems, I	21-168R2	3/31/2021	4/1/2021	3/31/2021	02 Install sign	4/6/2021	4/6/2021	1,992.85	Miscellaneous				6565			1
UNCC	2.21E+08	2/28/2021	2/28/2021	2/28/2021	02 transmissions	4/6/2021	4/6/2021	35.64	Miscellaneous				6565			1
UNCC	2.21E+08	3/31/2021	3/31/2021	3/31/2021	03 Transmissions	4/6/2021	4/6/2021	95.04	Miscellaneous				6565			1
Clifton, Larson, Allen LI	2769875	3/8/2021	3/8/2021	2/28/2021	02 management	4/6/2021	4/6/2021	16,903.04	District Management				6300			1
Simmons & Wheeler P	30012	2/28/2021	2/28/2021	2/28/2021	02 accounting	4/6/2021	4/6/2021	1,635.21	Accounting				6100			1
CenturyLink	303-948-14	2/16/2021	2/16/2021	2/28/2021	303-948-1469 F4262	4/6/2021	4/6/2021	43.95	Telephone				6500			1
McGeady Becher P.C.	388WFeb2	2/28/2021	2/28/2021	2/28/2021	02 legal	4/6/2021	4/6/2021	1,837.50	Legal Fees				6450			1
CenturyLink	720-283-65	3/31/2021	4/1/2021	3/31/2021	720-283-6976 479B	4/6/2021	4/6/2021	222.20	Telephone				6500			1
Brownstein Hyatt & Fa	834767	2/28/2021	2/28/2021	2/28/2021	02 28 21 services	4/6/2021	4/6/2021	262.91	Legal Fees				6450			1
Davey Tree	9.15E+08	2/23/2021	2/23/2021	2/28/2021	02 22 21 Treatment	4/6/2021	4/6/2021	505.00	General tree maint/replacement				6577			1
Davey Tree	9.15E+08	2/27/2021	2/27/2021	2/28/2021	02 27 Soil App	4/6/2021	4/6/2021	10,149.00	General tree maint/replacement				6577			1
Davey Tree	9.15E+08	3/26/2021	3/26/2021	3/31/2021	Tree removal	4/6/2021	4/6/2021	290.00	General tree maint/replacement				6577			1
Rocky Mountain Recre	RMR-CLA	3/12/2021	3/12/2021	3/31/2021	Down payment	4/6/2021	4/6/2021	3,200.00	Repair and maintenance				6575			1
Teledyne Isco, Inc.	S02045658	3/31/2021	3/31/2021	3/31/2021	Portable sampler	4/6/2021	4/7/2021	4,053.00	Miscellaneous				6565			1
Foothills Park & Recre	SALES0000	2/28/2021	2/28/2021	2/28/2021	02 Resident use	4/6/2021	4/6/2021	542.84	Foothills Recreation IGA				6556			1
Foothills Park & Recre	SALES0000	3/31/2021	3/31/2021	3/31/2021	03 resident use	4/6/2021	4/6/2021	446.42	Foothills Recreation IGA				6556			1
								56,772.78								

Grant Ranch Status Report of Proposals 4/13/2021

Enhancement/Proposal	Status	Proposal date Date	Start Date	Estimated Cost	Notes
Irrigation gate valves	Pending	12/9/2020	?	\$ 37,653.00	
Extra aeration	Pending	1/6/2021	?	\$ 16,231.00	
Blue Heron Park Restoration around pond	Sod work pending. Seed and blankets installed today (3/9/2021)	2/5/2021	Seeding 3/9	\$ 38,684.00	Sod work pending and coyote willows will be installed after irrigation is turned on and they are available. \$6,245.00 for this part
Sunset Park Plantings at Basketball courts	Revised & Pending	3/29/2021 revised	?	\$ 8,048.00	

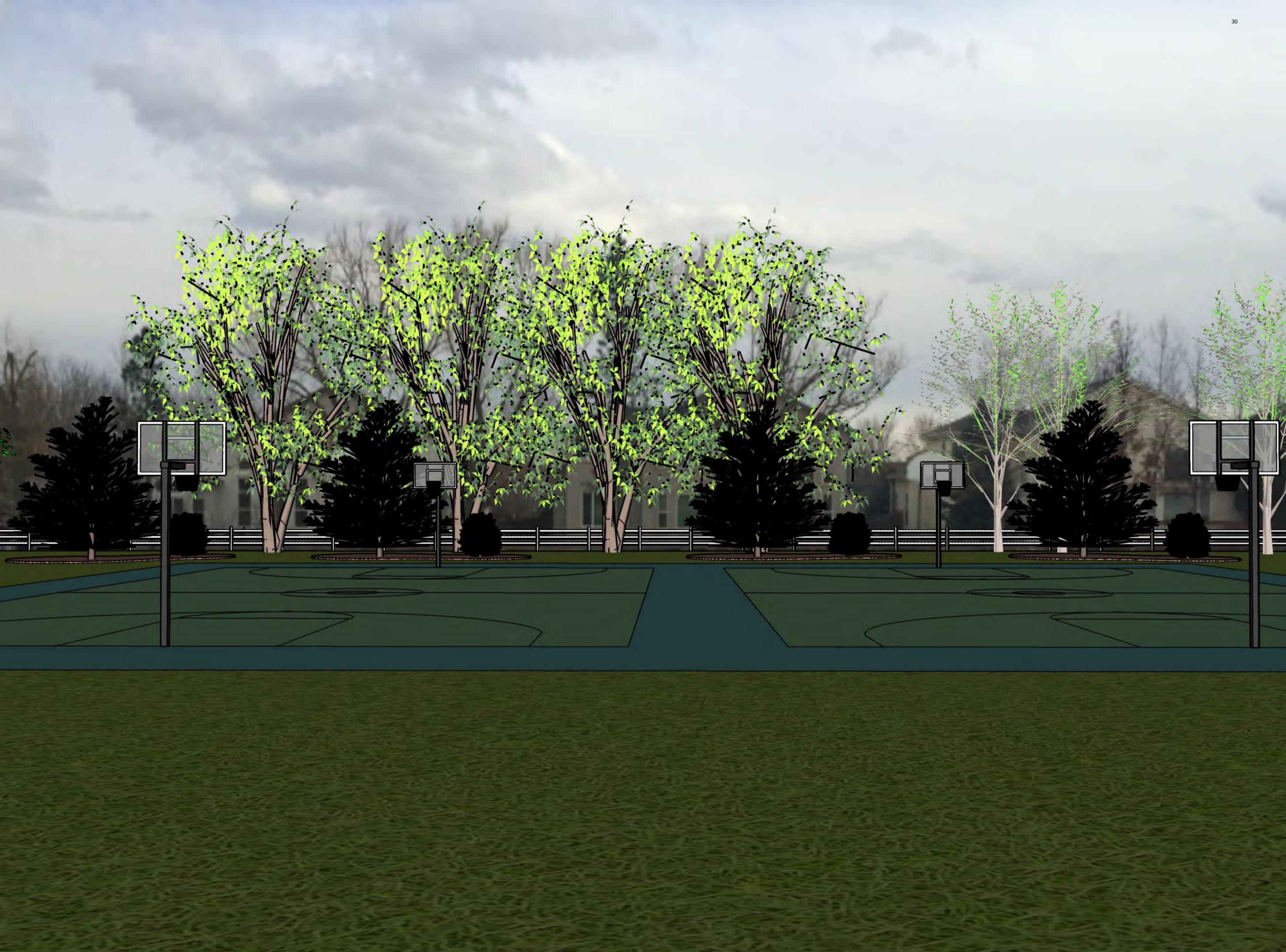


2"
2 1/2"
4"

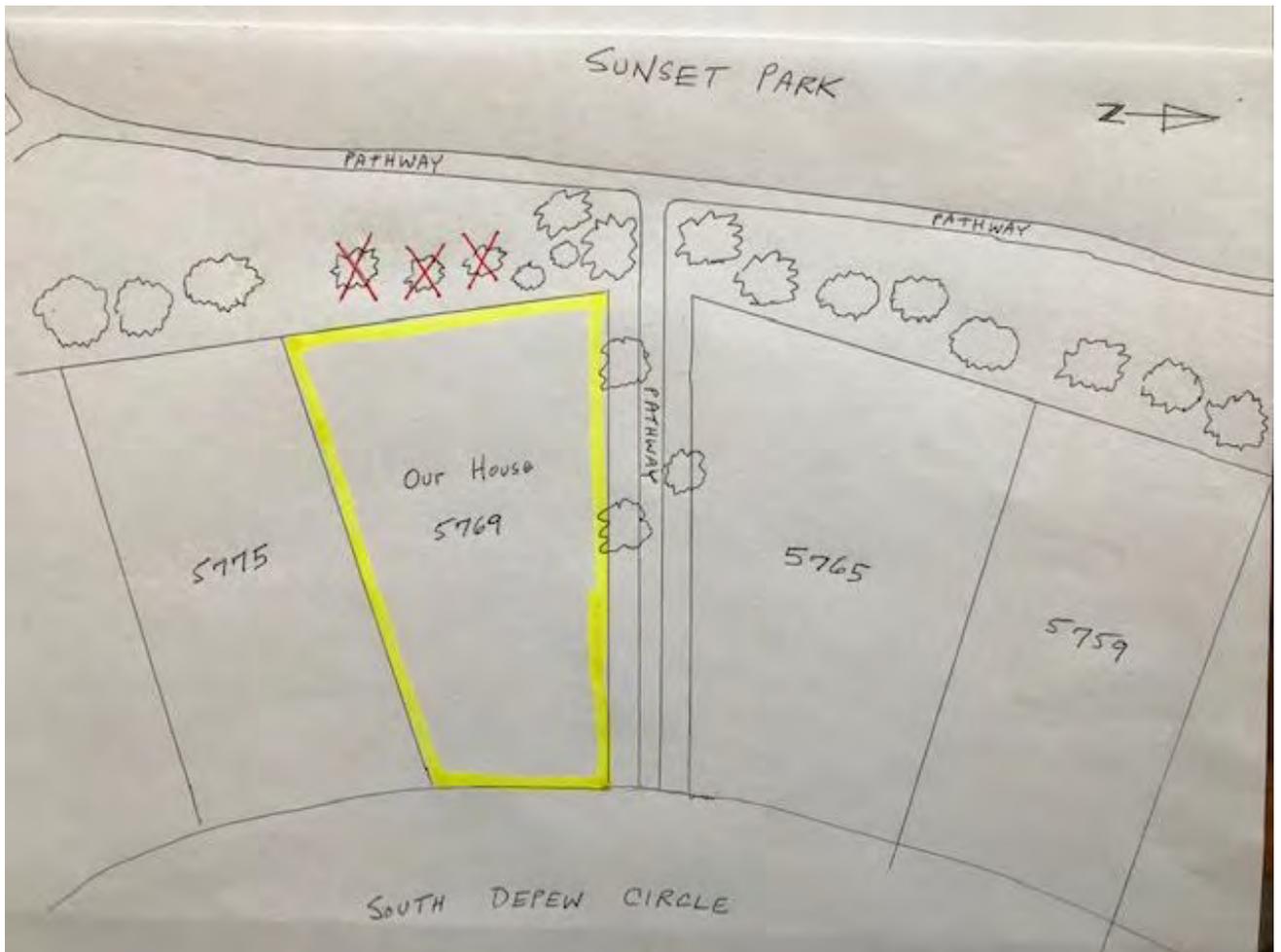
3"
1 1/2"







Park Behind McCreedy Residence
5769 S. Depew Circle



The 3 park trees marked with a red "X" were cut down years ago and have never been replaced.



Area behind our house where the 3 park trees used to be located.



Another view of area behind our house where 3 park trees used to be located.



Existing trees near NW corner of our back yard. The 2 smaller trees on the right are similar to the ones that were cut down years ago.



Park trees behind 5759



Park trees behind 5765



Park trees behind 5775

4/7/21

Bowles Metro District/Davey Tree Update for April Meeting

General

Services complete:

- Emerald Ash Borer completed for Right of Way and park trees (Feb)
- Hawthornes treated for Mealy bugs (Feb)

Upcoming:

- Ips Beetle for Pine and Spruce. Monument sign homeowners to be notified
- Borer treatment for ROW Ash trees
- Waiting for leaf out for pruning project

Misc

I met with John Whitehill (5700 S. Benton Cir) about the tree in Tract K behind his house. We agreed upon a little clearance pruning for his Pine tree. This Ash tree is slated to be pruned already and I do not need to charge anything additional as we will get it when we are out pruning here soon.

Small storm damage job (\$290) completed for removal of leaning Junipers at side (cut out on Bowles property) 5930 W Sumac Ave. This was approved and completed after the recent snowstorm.

Denver West
303-761-3052

4450 S. Windermere St. • Englewood, CO 80110

Complete Tree and Shrub Care • Lawn Care Programs • Insect & Disease Control • Tree Planting
www.davey.com





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Citigroup Action LLP



Client	Service Location	3/19/2021
CLIFTON ALLEN LARSON ATTENTION PATRICK SHANNON 8390 E CRESCENT PKWY STE 500 GREENWOOD VLG, CO 80111-2814	BOWLES METRO DISTRICT C/O CLIFTON ALLEN LARSON 7255 W GRANT RANCH BLVD LITTLETON, CO 80123-0813 Work: (303) 265-7998 Email: AcctPayColo@claconnect.com	Proposal #: 20005890-1616188990 Account #: 3884705 Ship To #: 1516637 Home: (303) 265-7998 Fax: (303) 779-0348 Email: AcctPayColo@claconnect.com

- Tree Removal \$290.00 \$290.00
 Location: Cut out path from GRB to Park Place Community (North side of GRB across from Sunset Park and next to ~~5390~~ W Sumac Ave) 5930
 Cut off to as low a stump as possible - 1 leaning and damaged Juniper towards house. Haul off wood and debris. Include removal of 1 other Juniper in the same row that is leaning towards the house. ***This tree is not damaged but with more heavy snow might be.***
- Stump Grinding \$235.00 \$235.00
 Stump grind out the 2 above Juniper stumps 6-8 inches below grade. Holes are backfilled with the resulting woody debris.
- Yes, please schedule the services marked above.

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



Derek Fox

Derek Fox

Emmal Nicholas

Authorizing Signature

3/23

Date



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Derek Fox
Emmal Nicholas
3/23

Derek Fox
Authorizing Signature
Date

DESIGN QUOTE

Ashley Luke

2803 Balliett CT,
Vienna, VA 22180

This quote for design services is prepared in response to the request received by Linda Lutz-Ryan. Services include the design of Isthmus Park interpretive waysides to communicate stories quickly and creatively to all audiences.

About Ashley

A native of Southern California, Ashley works in the creative intersections of storytelling through motion picture, exhibit planning and design, and branded campaigns for digital media. Her work has highlighted the narratives of culture, history, art, and science. Ashley's work has been featured nationally with the Smithsonian Institution, The Nature Conservancy, PBS, and most recently the National Park Service and Smithsonian Anacostia Community Museum. Ashley is a Masters of Fine Arts candidate in Film and Media Arts at American University in Washington, DC. She holds degrees in Broadcast Journalism and Central American Studies from California State University Northridge.

This quotation will remain open based on the scope of work and expectations for completion of work.

Samples of design work are provided [here](#).

Date	To
March 19, 2021	Anna Jones and Nicholas Carlson

Professional Services

Quantity	Description	Unit Price	Total
1	Graphic Design	\$350	\$350

Payment Schedule

Payment will be due upon terms agreed on between Ashley and the client. Thank you for your business!

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this ____ day of _____, 2021, by and between BOWLES METROPOLITAN DISTRICT (“BMD”) and GRANT WATER AND SANITATION DISTRICT (“GWSD”), both quasi-municipal corporations and political subdivisions of the State of Colorado, organized and acting pursuant to Article 1 of Title 32, Colorado Revised Statutes, as amended.

RECITALS

WHEREAS, BMD was organized and established in 1987 to provide for the construction of water and sewer facilities, including storm drainage, streets and associated improvements, safety facilities, park and open space facilities and mosquito control; and

WHEREAS, BMD is responsible for the maintenance for certain parks and open space; and

WHEREAS, GWSD was organized and established in 1964 for the purpose of supplying water and sanitary sewer service; and

WHEREAS, GWSD maintains its own sanitary sewer collection and underdrain collection system to provide services to its customers; and

WHEREAS, Section 18(2)(a) of Article XIV of the Constitution of the State of Colorado and Title 29, Article 1, Part 2 of Colorado Revised Statutes, as amended, authorize and enable political subdivisions of the State of Colorado to cooperate or contract with one another to provide any service lawfully authorized to each of the cooperating or contracting governments, including the sharing of costs, the imposition of taxes, or the incurring of debt; and

WHEREAS, GWSD and BMD both acknowledge that all land within the BMD service boundary is also within the GWSD service boundary; and

WHEREAS, GWSD has various utility easements throughout BMD property for its sanitary sewer collection and underdrain collection system; and

WHEREAS, GWSD’s easements grant it the right to trim, cut down and clear away any buildings, trees, brush, woody plants and nursery stock in the easement; and

WHEREAS, BMD and GWSD have created a joint easement committee, comprised of two members from each district, to facilitate the development of mutually agreeable procedures for the removal of any buildings, trees, brush, woody plants and nursery stock currently located within GWSD easements and procedures for the planting of new trees, brush, woody plants and nursery stock, if any, in GWSD easements and in temporary access easements to the GWSD easements.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties covenant and agree as follows:

1. Effective Date. This Agreement shall be effective as of the date first written above.
2. Termination Date. This Agreement shall terminate only upon the exclusion of BMD from GWSD or upon the dissolution of BMD or GWSD.
3. New Plantings. BMD agrees that it will not install any new buildings or plant any additional trees, brush, woody plants or nursery stock within the GWSD easements without prior review and approval by GWSD.
4. Removal of Plantings. BMD agrees that over a five-year period beginning on the date of this Agreement, it will remove all mutually agreed upon trees, brush, woody plants and nursery stock, at its sole expense, from all GWSD easements within its property. Mutual agreement of the parties shall be evidenced in writing in a manner determined by the parties on an annual basis.
5. Notice to BMD. GWSD agrees to notify BMD prior to any trimming or removal of trees, brush, woody plants or nursery stock located within the boundary of a GWSD easement.
6. Use of Joint Easement Committee. BMD and GWSD agree to utilize the joint easement committee as the vehicle for communication, discussion and agreement on the manner and methods of compliance with this Agreement.
7. Conflicts of Interest. Any conflict of interest with the officers and directors of BMD or the officers and directors of GWSD shall be disclosed by the officer or director experiencing the conflict in the manner required by law.
8. Notices. All written notices under this Agreement shall be deemed given when mailed by registered or certified mail, postage prepaid, addressed as follows:

If to BMD:

Bowles Metropolitan District
 c/o Andrew Williams
 Clifton Larson Allen, LLP
 8390 E. Crescent Parkway, Suite 300
 Greenwood Village, CO 80111

If to GWSD:

Grant Water and Sanitation District
c/o Nicki Simonson
Simonson & Associates
P.O. Box 1239
Evergreen, CO 80437

9. Rights of GWSD. Except to the extent GWSD has agreed herein to limit its rights and authorities set forth in its utility easements, this Agreement shall not be construed as a limitation on the statutory powers of GWSD and shall not in any manner modify or otherwise affect its rights or ability to perform its statutory or contractual obligations.

10. Assignment. No transfer or assignment of this Agreement or of any rights under it shall be made by either party without the prior written consent of the other. Consent shall not be unreasonably withheld.

11. Amendment. This Agreement may be amended only with the prior written consent of the parties. Any amendments shall be approved by resolution of the Board of Directors of each district.

12. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon BMD and GWSD and their respective successors and assigns.

13. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

14. Waiver. Any waiver or delay in enforcement of one or more terms of this Agreement shall not constitute a waiver of the remaining terms. Any waiver or delay in enforcement of a breach of this Agreement shall not constitute a waiver of any terms of this Agreement.

15. Entire Agreement. This Agreement contains the entire agreement between the parties concerning this subject matter and supersedes all prior conversations, proposals, negotiations, understandings, and agreements, whether written or oral.

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

BOWLES METROPOLITAN DISTRICT

By: _____
Tom Dougherty, President

ATTEST:

Secretary

GRANT WATER AND SANITATION DISTRICT

By: _____
Michael Cowan, Chairman

ATTEST:

Secretary

**SERVICE AGREEMENT FOR
BLUE HERON PARK ASPHALT REPAIR AND REPLACEMENT**

THIS SERVICE AGREEMENT FOR BLUE HERON PARK ASPHALT REPAIR AND REPLACEMENT (“**Agreement**”) is entered into and effective as of the _____ day of _____, 2021, by and between **BOWLES METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **CHAVEZ SERVICES LLC**, a Colorado limited liability company (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

RECITALS

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

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

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

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

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

I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

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

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

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

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

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

1.2 Limitations on Authority.

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

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

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

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

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

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

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

II. COMPENSATION

2.1 Compensation. The Consultant shall be paid as set forth in **Exhibit A** attached hereto with a total contract amount not to exceed \$48,840.00, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as **Exhibit C** ("Change Order").

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

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

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

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on December 31, 2021. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

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

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

IV. INDEMNIFICATION AND INSURANCE

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

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

(a) Liability Insurance Coverage.

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

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

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

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

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

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

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

V. MISCELLANEOUS

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

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

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

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

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

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

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

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

To District: Bowles Metropolitan District
 c/o CliftonLarsonAllen LLP
 8390 E. Crescent Parkway, Suite 300
 Greenwood Village, Colorado 80111
 Phone: 303-779-5710
 Email: Anna.jones@claconnect.com
 Attn: Anna Jones

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

To Consultant: Chavez Services LLC
 990 S. Garrison Street
 Lakewood, Colorado 80226
 Phone: 720-308-2926
 Email: ermilo@chavezservices.com
 Attn: Ermilo Chavez

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT]

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

Consultant:

CHAVEZ SERVICES LLC

By: _____

Its: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

District:

BOWLES METROPOLITAN DISTRICT

By: _____

President

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____ Metropolitan District.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A
SCOPE OF SERVICES



Estimate By: Ermilo Chavez
 990 S. Garrison St
 Lakewood, CO 80226
 Cell No. 720-308-2926
ermilo@chavezservicesllc.com

ESTIMATE

Client Name / Address	Date: 03/21/2021	Estimate No. CW2021045R1	
CliftonLarsonAllen Attn: Nicholas Carlson 8390 E. Crescent Parkway, Suite 300 Greenwood Village, CO 80111	Project Location: Bowles Metro District- Blue Heron Park 5491 W. Bowles Ave Denver, CO 80123 (Asphalt and Curb/Gutter)		
Task Description	Qty	Rate	Total
1. <u>Concrete Curb and Gutter Repairs</u> - Remove and replace concrete curb/gutter sections, approximately 210 LF. Concrete strength per County specs. All concrete to be broom finished. Includes soil compaction prior to placing new concrete. Includes installation of #4 epoxy coated steel dowels to tie existing concrete sections to new concrete sections, this is to help avoid differential settlement or future trip hazards.		LS	\$8,940.00
2. <u>Asphalt Repairs</u> - Remove and replace all asphalt from the concrete valley pan to the south including the roundabout (hauling and disposal fees included). Compact existing grade to 95% standard proctor density. Replace the asphalt with new Grade S and Grade SX hot mixed asphalt. Maximum thickness assumed for existing and new asphalt is 5 inches.		LS	\$33,870.00
3. <u>Concrete Valley Pan</u> - Remove and replace concrete valley pan, approximately 24 lf. New valley pan thickness to be 10" minimum (existing valley pan appears to be 6" thickness).		LS	\$2,100.00
4. <u>Additional Concrete Curb and Gutter Repairs</u> - Remove and replace additional concrete curb/gutter sections, 17 LF. Concrete strength per County specs. All concrete to be broom finished. Includes soil compaction prior to placing new concrete. Includes installation of #4 epoxy coated steel dowels to tie existing concrete sections to new concrete sections, this is to help avoid differential settlement or future trip hazards.		LS	\$730.00
5. Mobilization and demobilization.		LS	\$3,200.00
Total			\$48,840.00
<i>Estimate Notes:</i>			
1. Construction surveying is not included in this estimate.			
2. Bonding is not included in this estimate.			
3. Traffic control is not included in this estimate.			
4. Estimate does not include new base material for new concrete or asphalt. If new base material is required, CDOT class 6 base can be provided at a rate of \$65 per ton compacted to 95% standard proctor density.			
5. This estimate is valid for 30 days from estimate date.			

Acceptance of this estimate:

Nicholas Carlson

Date

EXHIBIT B
CERTIFICATION OF CONSULTANT

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

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

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

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

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

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

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

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

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

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

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

**SERVICE AGREEMENT FOR
BLUE HERON PARK SIDEWALK/TRIP HAZARD REPAIR**

THIS SERVICE AGREEMENT FOR BLUE HERON PARK SIDEWALK/TRIP HAZARD REPAIR (“Agreement”) is entered into and effective as of the _____ day of _____, 2021, by and between **BOWLES METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and **CHAVEZ SERVICES LLC**, a Colorado limited liability company (the “Consultant”) (each a “Party” and, collectively, the “Parties”).

RECITALS

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

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

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

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

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

I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

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

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

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

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

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

1.2 Limitations on Authority.

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

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

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

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

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

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

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

II. COMPENSATION

2.1 Compensation. The Consultant shall be paid as set forth in **Exhibit A** attached hereto with a total contract amount not to exceed \$26,325.00, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as **Exhibit C** ("Change Order").

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

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

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

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on December 31, 2021. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

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

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

IV. INDEMNIFICATION AND INSURANCE

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

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

(a) Liability Insurance Coverage.

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

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

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

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

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

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

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

V. MISCELLANEOUS

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

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

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

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

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

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

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

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

To District: Bowles Metropolitan District
c/o CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Suite 300
Greenwood Village, Colorado 80111
Phone: 303-779-5710
Email: Anna.jones@claconnect.com
Attn: Anna Jones

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

To Consultant: Chavez Services LLC
990 S. Garrison Street
Lakewood, Colorado 80226
Phone: 720-308-2926
Email: ermilo@chavezservices.com
Attn: Ermilo Chavez

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT]

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

Consultant:

CHAVEZ SERVICES LLC

By: _____

Its: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

District:

BOWLES METROPOLITAN DISTRICT

By: _____

President

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____ Metropolitan District.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A
SCOPE OF SERVICES



Estimate By: Ermilo Chavez
 990 S. Garrison St
 Lakewood, CO 80226
 Cell No. 720-308-2926
ermilo@chavezservicesllc.com

ESTIMATE

Client Name / Address	Date: 03/15/2021	Estimate No. CW2021055	
CliftonLarsonAllen Attn: Nicolas Carlson 8390 E. Crescent Parkway, Suite 300 Greenwood Village, CO 80111	Project Location: Bowles Metro District- Blue Heron Park 5491 W. Bowles Ave Denver, CO 80123 (Trip Hazard Repairs 2021)		
Task Description	Qty	Rate	Total
1. Trip Hazard Sections Not Marked - Remove and replace concrete sidewalk sections, concrete thickness to match existing, 6" max. Concrete strength per County specs. All concrete to be broom finished. Includes soil compaction prior to placing new concrete. (11 sections total, width varies from 8' to 10')	990 square ft	\$12.50	\$12,375.00
2. Trickle Channel - Remove and replace concrete trickle channel from sidewalk to pond.	19 lf	\$50.00	\$950.00
3. Inlet Pipe Repair - patch concrete pipe using #4 steel dowels and new concrete.	LS		\$1,200.00
4. Concrete Curb and Gutter - remove and replace concrete curb and gutter. Tie new concrete curbs to existing curbs with epoxy coated steel dowels per County Specs.	90 lf	\$45.00	\$4,050.00
5. Marked Areas - Remove and replace concrete sidewalk sections, concrete thickness to match existing, 6" max. Concrete strength per County specs. All concrete to be broom finished. Includes soil compaction prior to placing new concrete.	560 square ft	\$12.50	\$7,000.00
6. Mobilization and demobilization.			\$750.00
Total			\$26,325.00
<i>Estimate Notes:</i>			
1. Construction surveying is not included in this estimate.			
2. Bonding is not included in this estimate.			
3. Traffic control is not included in this estimate.			
4. Estimate does not include new base material for new concrete. If new base material is required, CDOT class 6 base can be provided at a rate of \$65 per ton compacted to 95% standard proctor density.			
5. This estimate is valid for 30 days from estimate date.			

Acceptance of this estimate:

Nicolas Carlson

Date

EXHIBIT B
CERTIFICATION OF CONSULTANT

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

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

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

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

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

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

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

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

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

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

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

Bowles Metropolitan District
8390 E. Crescent Pkwy., Suite 500
Greenwood Village, CO 80111-2814
303-779-4525
303-773-2050 (fax)

Application and Revocable Park Use Permit for District Facilities
/ Waiver and Release from Liability and Agreement to Indemnify

(Applicant must be at least 21 years of age)

Check Box for Applicable Facility

____ Youth Sports Activities/Practices Blue Heron Park

____ Youth Sports Activities/Practices Sunset Park

____ Covered Picnic Shelter Sunset Park

Organization _____

Location of the Event
/ Park Name _____

Purpose of Event _____

Date of Event _____

Maximum Attendance _____; Hours _____ a.m./p.m. to _____ a.m./p.m.

Applicant's Name _____

Address _____

Phone: Office _____ Home _____

If the requested use is for Youth Sports Practices:

_____ DISTRICT RESIDENT/SPONSOR _____ NON-RESIDENT/SPONSOR

_____ Number of Resident Players
_____ Number of Non-Resident Players
_____ Number of Resident Coaches
_____ Number of Non-Resident Coaches

POLICY

I. YOUTH SPORTS PRACTICES: The Bowles Metropolitan District (the “District”) Board of Directors has adopted an addendum to the Park Use Permit Policy regarding youth sport team practices at Blue Heron Park and Sunset Park. The District has determined it is in the best interest of the Grant Ranch Community to allow limited practices for youth sport teams at Blue Heron Park and Sunset Park only via Park Use Permits. Teams may practice from 3:30 p.m. until dusk Monday through Thursday. No practices will be permitted from Friday through Sunday. There will be a \$5.00 per player fee for residents of the District and \$10.00 per player fee for non-residents of the District. The individual players’ fees are to be collected in lieu of the damage and event fees normally charged for a park use permit.

Please note, that in order to be eligible for Youth Sport Team Practice Permit, a team must comprise itself of at least two District residents, i.e., coach and / or players, no exceptions! Permits will be issued seasonally on a first come first serve basis. The applications will be available at both the District Office at 8390 E. Crescent Pkwy., Suite 500, Greenwood Village, Colorado (phone 303-779-4525) and on the website at BowlesMetroDistrict.org . The applicant must be a resident of the District unless the applicant has received written authorization from the Board of Directors to use the Property. The applicant must complete and execute this Application for Revocable Park Use Permit for Youth Sport Team Practices, which includes a Waiver and Release from Liability and then submit the applicable fees. If the applicant is a corporation, the Application and Waiver must also be executed by an individual.

II. COVERED PICNIC SHELTER. The District charges a \$100.00 fee for reservation of the covered picnic structure at Sunset Park and immediate park area, as well as a refundable fee of \$100.00. The \$100.00 refundable fee will be returned once determination is made of the condition of the park after use. The applicant must be a resident of the District unless the applicant has received written authorization from the Board of Directors to use the Property. The applicant must complete and execute this Application and return for consideration.

PERMIT CONDITIONS

- i. Motorized vehicles are prohibited (this includes vehicles for purposes of unloading or loading equipment). Exceptions will require prior District approval in writing.
- ii. No commercial concessions shall be operated, nor charge or donation request of any kind be made of the public on the premises. Programs, circulars, pamphlets, handbills, or any other printed material shall not be sold or give away or contain any advertising without prior written District approval.
- iii. Upon termination of permitted use, the area shall be restored to a litter free condition. Repair or cleanup required by the District will be billed to applicant based on cost of service.

- iv. If additional security or traffic control measures are required, the District will not assume any financial responsibility.
- v. Tents, booths, stands, awnings, canopies, or other structures are prohibited without the express written consent of District.
- vi. Destruction, damage, or removal of any vegetation, or defacement of District property is prohibited. Applicant shall be responsible for any and all such damages.
- vii. Disorderly conduct and / or abusive language shall be prohibited and shall be cause for ejection and loss of deposit.
- viii. Any machine or device for the purpose of amplification of human voice, music or any other sound is prohibited without the prior express written consent of the District.
- ix. No alcoholic beverages shall be permitted. Consumption of alcoholic beverages shall be cause for ejection and loss of deposit.
- x. No participant or spectator involved in any organized games or contests may consume alcoholic beverages.
- xi. A copy of this permit must be in the possession of the applicant or designated representative and shown to District personnel upon request.
- xii. District parks and facilities are patrolled by local law enforcement agencies and all other applicable rules and regulations to include state statutes, county regulations or city ordinances will be enforced.
- xiii. The applicant and the organization shall be responsible for its/his/her actions and the actions of the parties represented as a result of this permit and shall execute the Waiver and Release which follows this Application for Revocable Park Use Permit. An unexecuted Waiver and Release shall render this Permit null and void.
- xiv. Special requests regarding motorized vehicles, concessions, printed material, structures, sound equipment, hours and other: _____ must be made in writing to the Bowles Metropolitan District at least 30 days prior to the event.
- xv. This Permit is non-assignable.

VIOLATION OF ANY OF THE PERMIT CONDITIONS MAY RESULT IN IMMEDIATE REVOCATION AND / OR FORFEITURE OF THE PARK USE PERMIT. REPAIRS OR CLEANUP BEYOND NORMAL USE WILL BE BILLED TO APPLICANT BASED ON COST OF SERVICE.

Initials of Applicant _____

I have read, understand, fully agree with and accept all responsibility for the terms and conditions of this permit.

Signature of Applicant _____

Organization Represented _____

Date _____



**Bowles Metropolitan District
Revocable Park Use Permit**

Name of Organization: _____

Address of Organization: _____

Name of Park / Location: _____

Dates of Use: From _____ to _____

Times of Use: From _____ to _____

Approved Disapproved Date _____

Fee:
____ Youth Sports Practices(\$5.00 / player for residents & \$10.00 / player for non-residents)
____ Covered Picnic Shelter Sunset Park (\$100.00 non-refundable reservation fee and \$100.00 refundable deposit)

Cash Check # _____ Other _____ Total \$ _____

Special Conditions: _____

Signature

Title

Date

WAIVER AND RELEASE FROM LIABILITY
AND AGREEMENT TO INDEMNIFY

IN CONSIDERATION of the permission granted by the Bowles Metropolitan District (the "District") to enter upon the Property for the purpose defined in the Application for Revocable Park Use Permit, to which this RELEASE is attached and made a part, the undersigned applicant (the "Applicant"), on behalf of him/herself, and, if applicable, the organization, its members, representatives, guests, invitees and successors (the "Organization") (where applicable, the Applicant and Organization are hereafter referred to collectively as the "Undersigned") hereby agree as follows:

1. If executed on behalf of an Organization, Applicant states that he/she has been authorized to execute this application on behalf of the Organization.
2. That upon entering any such areas as described in the Application for Revocable Park Use Permit, the Undersigned will continuously thereafter inspect such facilities and all portions thereof, and its continued use thereof shall constitute an acknowledgement that it has inspected such facility and finds and accepts the same as being safe and reasonably suited for the purposes of the use; and further agrees and warrants that if at any time the facility is deemed to be unsafe, park officials will be notified, and use of the facility will be terminated.
3. The Undersigned HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE THE DISTRICT, its officers, officials, representatives and assigns from all claims, demands and any and all manner of actions, causes of action, suits, damages, claims and demands whatsoever in law, or in equity, which against the District, the Undersigned ever had, now has, or which its successors, executors or administrators hereafter can, shall or may have, for, upon or by reason of any manner, cause created by or existing out of the permitted use of the Property by the Undersigned.
4. The Undersigned AGREES TO INDEMNIFY AND HOLD HARMLESS the District, its officers, officials and representatives from and against any and all claims, demands and any and all manner of actions, causes of action, suits, damages, claims and demands whatsoever in law, or in equity, which against the District or the Undersigned, any party shall or may have for, upon or by reason of any manner, cause created by or existing out of the permitted use of the Property by the Undersigned.
5. The Undersigned expressly acknowledges and agrees that the activities at the facility are dangerous and involve risk of serious injury and/or death and/or property damage and HEREBY ASSUMES FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE resulting from the negligence of the District or otherwise while in or upon the facility and/or while competing, officiating, observing or working for or for any purpose participating in the event which is the subject of the application.

6. IN THE EVENT INTOXICATING BEVERAGES ARE SERVED OR SUPPLIED BY WHATEVER MEANS ON THE PARK GROUNDS TO THE UNDERSIGNED BY THE UNDERSIGNED OR OTHER INDIVIDUAL OR ENTITY IN ATTENDANCE, OR TO ANY OTHER INDIVIDUAL OR ENTITY IN ATTENDANCE BY THE UNDERSIGNED, THE UNDERSIGNED SPECIFICALLY ACKNOWLEDGE THAT THE TERMS OF THIS RELEASE WILL APPLY THERETO IN EVERY RESPECT. THE UNDERSIGNED HAS ACKNOWLEDGED AND AGREED THAT IT WILL BEAR COMPLETE RESPONSIBILITY, IN ACCORDANCE WITH THE TERMS OF THIS RELEASE, FOR SUCH INJURIES OR DAMAGES TO ANY PERSON OR PROPERTY WHICH MAY RESULT AND WILL INDEMNIFY THE DISTRICT FOR ANY AND ALL LIABILITY INCURRED BY IT AS A RESULT OF THE SERVICE OR SUPPLICATION OF INTOXICATING BEVERAGES ON THE PARK GROUNDS, AS STATED ABOVE.
7. The Undersigned expressly agrees that this Waiver, Release, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Colorado, and further that if any part hereof is held invalid, the remainder of this Agreement shall continue in legal force and effect.

THE UNDERSIGNED HAS READ, UNDERSTANDS, AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT and further agrees that no oral representations, statements or inducements have beenmade.

UNDERSIGNED

Organization / Applicant

By: _____

Date

Organization / Applicant's Address:

Secondary Contact Person / Phone #

**BOWLES METROPOLITAN DISTRICT
POLICIES FOR FACILITY USE PERMITS**

The Bowles Metropolitan District's Covered Picnic Shelter at Sunset Park, Basketball Court at Sunset Park and the Playing Fields at Blue Heron Park are available for organized activities through a Revocable Park Use Permit. For the Covered Picnic Shelter at Sunset Park: The non-refundable permit application fee is \$100 for residents/\$200 for non-residents. A \$100 refundable deposit for residents/\$200 deposit for non-residents is required for any clean up done by the District as a result of the event. For the Playing Fields at Blue Heron Park and the Basketball Court at Sunset Park: Teams may practice from 3:30 p.m. until dusk Monday through Thursday. No practices will be permitted from Friday through Sunday. There will be a \$5.00 per player fee for residents of the District and \$10.00 per player fee for non-residents of the District. The individual players' fees are to be collected in lieu of the damage and event fees normally charged for a park use permit.

Residents of the District are given preference on reservations and park use. Non-residents have to obtain written authorization from the Board of Directors to use the property.

Organized activities and team activities require a reservation and permit. Events of 100 people or more can be held under special conditions. These conditions are described in the application.

Consideration will be given to the condition of the park at the time of the organized activity. If the field is too wet to support activities, or undue damage would occur to the park, the activity may be disallowed or canceled.

Signs posted at the parking lots state: NOTICE: This Park is operated and maintained by the Bowles Metropolitan District. Organized activities require a permit. Call Bowles Metropolitan District at 303-779-4525 to inquire about permits.

The permit lists all permit conditions. In addition to a permit, the applicant must sign a Waiver and Release from Liability and Agreement to Indemnify.

Misuse or failure to comply with conditions of the permit shall be cause for loss of use of the facility. Any damage to park, facilities or vegetation or defacement of District property as a result of the event shall become the responsibility of the applicant.

BOWLES METROPOLITAN DISTRICT
BOARD OF DIRECTORS

ANNA JONES
DISTRICT MANAGER