

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

NOTICE OF REGULAR MEETING AND AGENDA

DATE: Tuesday, January 11, 2022
TIME: 4:30 p.m.
LOCATION Microsoft Teams

https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZjY2MzBmM2MtNTFINS00MzFmLWJhNmItN2FhOTExZTJjZjZh%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%229bf4c29b-a9c8-46b4-a6c0-c1ed7cba4824%22%7d

Call In: 720-547-5281
273 943 967#

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

I. ADMINISTRATIVE MATTERS

- A. Call to order and approval of agenda.
- B. Present disclosures of potential conflicts of interest.
- C. Confirm quorum, location of meeting and posting of meeting notice.
- D. Approval of the Minutes from the December 14, 2021 regular Board meeting (enclosure).
- E. Public Comment.

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

II. FINANCIAL MATTERS

- A. Review and consider approval of November 30, 2021 Financial Statements (enclosure).
- B. Review and consider approval of claims in the amount of \$145,571.31 (enclosure).
- C. Other.

III. MANAGER MATTERS

- A. Operational Updates and Action Items –
 - 1. Landscape:
 - a. Update on Hydro Systems KDI project and irrigation mapping.
 - 2. Davey Tree:
 - a. General Update
 - 3. Park Update:
 - a. Review and consider approval of CDR Construction LLC updated proposal to replace gazebo deck and structure in an amount of \$58,250 (enclosures).
 - b. Review and Approve Blue Herron Park Permit for Youth Sports Team Practices (enclosed).
 - 4. Signage Update:
 - a. Isthmus Park informational signs
 - b. Regulation sign updates
- B. Vendor Feedback Discussion
- C. Other.

IV. LEGAL MATTERS

- A. Review and consider approval of the Intergovernmental Agreement by and between Bowles Metropolitan District and Grant Water and Sanitation District for removal of plantings and use of joint easement (enclosure).
- B. Other.

V. DIRECTOR MATTERS

- A. Confirm quorum for next regular Board meeting – February 8, 2022 at 4:30 p.m.

VI. OTHER BUSINESS

- A. Other.

VII. ADJOURNMENT

The next regular meeting is scheduled for February 8, 2022 at 4:30 p.m.

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

December 14, 2021

A regular meeting of the Board of Directors of the Bowles Metropolitan District (referred to hereafter as the “Board”) was convened on Tuesday, December 14, 2021, at 4:30 p.m., at The Village Center, 7255 Grant Ranch Blvd., Littleton, Colorado 80123. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

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

Also, In Attendance Were:

Nic Carlson and Shauna D’Amato; CliftonLarsonAllen LLP (“CLA”)
Paul LeFever; Grant Ranch Master HOA Manager
Rob Massengale and Johnny Jimenez; Designsapes Colorado Inc.
Derek Fox; Davey Tree
Jay Fells; CDR Construction
Nicki Simonson; Grant Water and Sanitation District

ADMINISTRATIVE
MATTERS

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

The Board reviewed the Agenda for the meeting and Mr. Carlson noted he has a proposal from Designsapes to add to the agenda.

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

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

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

The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. Following discussion, it was determined to conduct the meeting at the above-

stated date, time and location.

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

Minutes from the November 9, 2021 Regular Board Meeting: Following review, upon a motion duly made by Director Chaffee, seconded by Director Korte and, upon a vote, unanimously carried, the Board approved the Minutes from the November 9, 2021 Regular Board Meeting, as presented.

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

There were no public comments.

FINANCIAL MATTERS

October 31, 2021 Financial Statements: Following review, upon a motion duly made by Director Chaffee, seconded by Director Korte and, upon vote, unanimously carried, the Board accepted the October 31, 2021 Financial Statements, as presented.

Claims in the amount of \$161,371.31: Following review, upon a motion duly made by Director Korte, seconded by Director Chaffee and, upon vote, unanimously carried, the Board accepted the Claims in the amount of \$161,371.31, as presented.

Other: None.

MANAGEMENT MATTERS

Operational Updates and Action Items:

Landscape:

Work Order Summary: Mr. Massengale provided an update to the Board, noting that the cattail mitigation has begun.

Hydro Systems KDI Project and irrigation Mapping: Mr. Massengale provided an update to the Board, noting that Designscares continues to meet with Hydro Systems KDI and that the work is in progress. Mr. Massengale reported that he will meet with Hydro Systems KDI on December 15th to check on isolation valves. Director LaPan will work with Mr. Massengale on location details.

Davey Tree:

General Update: Mr. Fox provided a general update to the Board and noted that all work for 2021 is complete.

Park Update:

CDR Construction LLC Updated Proposal to Replace Gazebo Deck and Structure: Mr. Fells presented the material options to the Board and will revise the proposal for Board consideration at the January meeting.

Signage Update:

Isthmus Park Informational Signage Update: Director Lutz-Ryan provided an update to the Board regarding the Isthmus Park informational signage noting there are 3 signs that are drafted, and the first sign will be ready for production as soon as drone footage is available.

Engagement Letters/Service Agreements with District Consultants:

2022 Service Agreement with Construction Done Right for General Maintenance: Mr. Carlson reviewed the service agreement with the Board. Following review and discussion, upon a motion duly made by Director Chaffee, seconded by Director Dougherty and, upon vote, unanimously carried, the Board approved of the 2022 Service Agreement with Construction Done Right for General Maintenance, as presented.

2022 Service Agreement with EcoResource Solutions for Cattail Treatment: Mr. Carlson reviewed the service agreement with the Board. Following review and discussion, upon a motion duly made by Director Chaffee, seconded by Director Dougherty and, upon vote, unanimously carried, the Board approved of the 2022 Service Agreement with EcoResource Solutions for Cattail Treatment, as presented.

2022 Service Agreement with EcoResource Solutions for Pond Maintenance: Mr. Carlson reviewed the service agreement with the Board. Following review and discussion, upon a motion duly made by Director Chaffee, seconded by Director Dougherty and, upon vote, unanimously carried, the Board approved of the 2022 Service Agreement with EcoResource Solutions for Pond Maintenance, as presented.

2022 Service Agreement with EcoResource Solutions for Water Quality Testing: Mr. Carlson reviewed the service agreement with the Board. Following review and discussion, upon a motion duly made by Director Chaffee, seconded by Director Dougherty and, upon vote, unanimously carried, the Board approved of the 2022 Service Agreement with EcoResource Solutions for Water Quality Testing, as presented.

2022 Service Agreement with Homestead Painting LLC for Fence Repair and Staining: Mr. Carlson reviewed the service agreement with the Board. Following review and discussion, upon a motion duly made by Director Chaffee, seconded by Director Dougherty and, upon vote, unanimously carried, the Board approved of the 2022 Service Agreement with Homestead Painting LLC for Fence Repair and Staining, as presented.

Change Order No. 2 for Colorado Designscapes: Mr. Carlson reviewed the service agreement with the Board. Following review and discussion, upon a motion duly made by Director Chaffee, seconded by Director Dougherty and, upon vote, unanimously carried, the Board approved of Change Order No. 2 for Colorado Designscapes, as presented.

Other- Update on Water Monitoring Box Damaged by Tree: Mr. Carlson updated the Board and explained the material has arrived and repairs are expected to be made within the next week.

LEGAL MATTERS

Intergovernmental Agreement by and between Bowles Metropolitan District and Grant Water and Sanitation District for removal of plantings and use of joint easement: Director Dougherty reviewed the agreement with the Board. Following review, upon a motion duly made by Director Chaffee, seconded by Director Korte and, upon vote, unanimously carried, the Board approved the Intergovernmental Agreement by and between Bowles Metropolitan District and Grant Water and Sanitation District for removal of plantings and use of joint easement, subject to final review and approval from legal.

Other: None.

DIRECTOR MATTERS

Reservoir Company Update: Directed Korte provided an update for the Board noting the price per share has increased to \$6.50, the lake is substantially full, and the officers will retain the current slate of positions for 2022.

Quorum for Next Board Meeting: The Board confirmed a quorum for the next Board Meeting on January 11, 2021 at 4:30 p.m.

Other: Director LaPan discussed the changes to snow removal and noted that moving forward, the District snow removal trigger depth will be two inches and construction sand will be used to mitigate ice buildup on ramps and frequently iced sidewalks.

OTHER BUSINESS

Other: None.

ADJOURNMENT

There being no further business to come before the Board at this time, upon a motion duly made by Director Chaffee, seconded by Director Korte and, upon vote, unanimously carried, the meeting was adjourned at 5:35 p.m.

Respectfully submitted,

By _____
Secretary for the Meeting

**Bowles Metropolitan District
Financial Statements**

November 30, 2021

SIMMONS & WHEELER, P.C.

Certified Public Accountants

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

(303) 689-0833

ACCOUNTANT'S COMPILATION REPORT

Board of Directors
Bowles Metropolitan District

Management is responsible for the accompanying financial statements of each major fund of Bowles Metropolitan District, as of and for the period ended November 30, 2021, which are comprised of the Balance Sheet and the related Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Governmental Funds and account groups for the eleven 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.

December 15, 2021
Englewood, Colorado

Bowles Metropolitan District
Combined Balance Sheet
November 30, 2021

See Accountant's Compilation Report

	<u>General Fund</u>	<u>Capital Fund</u>	<u>Debt Service Fund</u>	<u>Account Groups</u>	<u>Total All Funds</u>
Assets					
Current assets					
Cash in Checking	\$ 21,664	\$ -	\$ -	\$ -	\$ 21,664
Cash in COLOTRUST	1,858,394	728,721	107,252	-	2,694,367
Cash COLOTRUST - Conserv Trust	-	-	-	-	-
Cash in Savings	-	-	-	-	-
Accounts receivable - taxes	102,135	-	(80,071)	-	22,064
Accounts receivable	-	-	-	-	-
Prepaid expenses	5,002	-	-	-	5,002
Due from Other Funds	-	-	-	-	-
	<u>1,987,195</u>	<u>728,721</u>	<u>27,181</u>	<u>-</u>	<u>2,743,097</u>
Other assets					
Improvements	-	-	-	8,337,253	8,337,253
Amount available in debt service fund	-	-	-	27,181	27,181
Amount to be provided for retirement of debt	-	-	-	16,977,819	16,977,819
	<u>-</u>	<u>-</u>	<u>-</u>	<u>25,342,253</u>	<u>25,342,253</u>
	<u>\$ 1,987,195</u>	<u>\$ 728,721</u>	<u>\$ 27,181</u>	<u>\$ 25,342,253</u>	<u>\$ 28,085,350</u>
Liabilities and Equity					
Current liabilities					
Accounts payable	\$ 124,357	\$ -	\$ -	\$ -	\$ 124,357
Due to Other Funds	-	-	-	-	-
	<u>124,357</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>124,357</u>
GO Bond Payable	-	-	-	17,005,000	17,005,000
Total liabilities	<u>124,357</u>	<u>-</u>	<u>-</u>	<u>17,005,000</u>	<u>17,129,357</u>
Fund Equity					
Investment in improvements	-	-	-	8,337,253	8,337,253
Fund balance	1,862,838	728,721	27,181	-	2,618,740
	<u>1,862,838</u>	<u>728,721</u>	<u>27,181</u>	<u>8,337,253</u>	<u>10,955,993</u>
	<u>\$ 1,987,195</u>	<u>\$ 728,721</u>	<u>\$ 27,181</u>	<u>\$ 25,342,253</u>	<u>\$ 28,085,350</u>

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

See Accountant's Compilation Report

	Annual Budget	Actual	Variance Favorable (Unfavorable)	---Prior YTD---
Revenues				
Property taxes-Jeffco	\$ 619,109	\$ 619,109	\$ -	\$ 618,738
Property taxes-Denver	632,067	632,067	-	630,989
Specific ownership taxes-Jeffco	94,074	98,036	3,962	97,519
Specific ownership taxes-Denver	94,551	70,423	(24,128)	70,077
Conservation Trust fund	20,000	23,145	3,145	19,242
HOA Contribution /Water/Landscape	30,000	30,000	-	30,000
Sub HOA Contribution/Irrigation	4,000	12,513	8,513	10,021
Miscellaneous Income	2,000	916	(1,084)	3,229
Interest Income	45,000	2,021	(42,979)	21,013
	<u>1,540,801</u>	<u>1,488,230</u>	<u>(52,571)</u>	<u>1,500,828</u>
Expenditures				
Accounting	11,500	15,393	(3,893)	10,079
Audit	7,000	6,000	1,000	6,000
Directors Fees	6,000	6,100	(100)	5,900
Election expense	-	-	-	-
Insurance	9,500	6,921	2,579	8,580
Legal	10,000	13,285	(3,285)	15,587
Management	85,000	116,059	(31,059)	87,843
Office supplies/misc expense	7,000	13,683	(6,683)	7,372
SDA Dues/Conferences	1,500	933	567	-
Payroll Taxes	600	428	172	451
Snow Removal	20,000	9,090	10,910	4,582
General tree maint/replacement	110,000	66,074	43,926	94,928
General landscape maintenance	435,000	238,126	196,874	233,567
Landscape maintenance -other	-	-	-	1,860
Foothills Recreation IGA	10,000	7,696	2,304	4,072
Repairs/maintenance/other	60,000	229,885	(169,885)	103,337
Portable restrooms	10,000	9,373	627	9,920
Special events	13,000	-	13,000	-
Treasurer's fees	18,772	15,614	3,158	15,598
Telephone	3,000	2,033	967	2,754
Utilities	24,000	20,537	3,463	12,518
Monument Signs	-	12,478	(12,478)	-
Storm Water Monitoring	55,000	-	55,000	-
Storm Drainage Services	-	461	(461)	8,969
Water operations	-	-	-	342
Water pump service (operations)	10,000	9,187	813	-
Water annual assessment	55,000	48,380	6,620	36,068
Engineering / water samples	12,000	1,248	10,752	12,146
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>848,984</u>	<u>1,841,603</u>	<u>682,473</u>
Excess (deficiency) of revenues over expenditures	(1,149,786)	639,246	1,789,032	
Fund balance - beginning	<u>1,149,786</u>	<u>1,223,592</u>	<u>73,806</u>	
Fund balance - ending	<u>\$ -</u>	<u>\$ 1,862,838</u>	<u>\$ 1,862,838</u>	

Bowles Metropolitan District
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For Eleven months Ended November 30, 2021
Capital Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>	<u>---Prior YTD---</u>
Revenues				
Other Income	\$ -	\$ -	\$ -	\$ -
Transfer from debt service fund	-	-	-	-
Transfer from general fund	-	-	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
	-	-	-	-
Expenditures				
Water Shares	-	-	-	-
Legal	-	-	-	-
District Management	-	-	-	-
Capital Expense-Parks & Trails	75,000	49,178	25,822	29,000
Capital Expense-Landscape Improvements	100,000	95,386	4,614	-
Capital Expense-Trees	75,000	58,690	16,310	-
Capital Expense-Stormwater	200,000	1,355	198,645	10,084
Capital Expense-Fence	100,000	61,290	38,710	28,435
Isthmus Park Design	-	-	-	-
Sunset Park	-	-	-	2,926
Park Facilities	220,000	164,949	55,051	-
Blue Heron	-	-	-	-
Lolly Park	-	-	-	31,408
Capital expense-irrigation improvements	100,000	11,529	88,471	63,414
Contingency	290,322	-	290,322	-
	<hr/>	<hr/>	<hr/>	<hr/>
	1,160,322	442,377	717,945	165,267
Excess (deficiency) of revenues over expenditures	(1,160,322)	(442,377)	717,945	
Fund balance - beginning	1,160,322	1,171,098	10,776	
Fund balance (deficit) - ending	\$ -	\$ 728,721	\$ 728,721	

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

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>	<u>—Prior YTD—</u>
Revenues				
Property taxes-Jeffco	\$ 747,427	747,427	\$ -	\$ 815,264
Property taxes-Denver	763,070	763,070	-	831,407
Transfer from General Fund	150,000	-	(150,000)	-
Interest income	1,500	713	(787)	743
	<u>1,661,997</u>	<u>1,511,210</u>	<u>(150,787)</u>	<u>1,647,414</u>
Expenditures				
2013 Bonds-Principal	865,000	865,000	-	825,000
2013 Bonds-Interest	796,913	796,913	-	821,663
Legal	10,000	-	10,000	
Treasurer fees	22,668	18,850	3,818	20,552
Trustee/paying agent fees	3,000	300	2,700	300
	<u>1,697,581</u>	<u>1,681,063</u>	<u>16,518</u>	<u>1,667,515</u>
Excess (deficiency) of revenues over expenditures	(35,584)	(169,853)	(134,269)	
Fund balance - beginning	<u>189,835</u>	<u>197,034</u>	<u>7,199</u>	
Fund balance (deficit) - ending	\$ <u>154,251</u>	\$ <u>27,181</u>	\$ <u>(127,070)</u>	

Account	PO/Cont	Check #	Invoice	Date	Date Paid	Description	Amount
01-000-06450	0	9161	388W	Oct21 10/31/2021	12/15/2021	10 legal	2,475.00
		**** TOTAL ****	McGeady Becher P.C.				2,475.00
01-000-02010	0	9162	Meeting 11	11/04/2021	12/15/2021	11 04 21 Director fee	(7.65)
01-000-06250	0	9162	Meeting 11	11/04/2021	12/15/2021	11 04 21 Director fee	100.00
01-000-02010	0	9162	Meeting 12	12/14/2021	12/15/2021	12 14 21 Director fee	(7.65)
01-000-06250	0	9162	Meeting 12	12/14/2021	12/15/2021	12 14 21 Director fe	100.00
		**** TOTAL ****	Leigh C. Chaffee				184.70
01-000-02010	0	9163	Meeting 11	11/04/2021	12/15/2021	11 0421 Director fee	(7.65)
01-000-06250	0	9163	Meeting 11	11/04/2021	12/15/2021	11 04 21 Director fee	100.00
01-000-02010	0	9163	Meeting 12	12/14/2021	12/15/2021	12 14 21 Director fe	(7.65)
01-000-06250	0	9163	Meeting 12	12/14/2021	12/15/2021	12 14 21 Director fee	100.00
		**** TOTAL ****	Donald W. Korte				184.70
01-000-06100	0	9164	31746	10/31/2021	12/15/2021	10 accounting	1,674.09
		**** TOTAL ****	Simmons & Wheeler P.C.				1,674.09
01-000-06250	0	9165	Meeting 11	11/04/2021	12/15/2021	11 04 21 Director fee	100.00
01-000-02010	0	9165	Meeting 11	11/04/2021	12/15/2021	11 04 21 Director fee	(7.65)
01-000-06250	0	9165	Meeting 12	12/14/2021	12/15/2021	12 14 21 Director fee	100.00
01-000-02010	0	9165	Meeting 12	12/14/2021	12/15/2021	12 14 21 Director fee	(7.65)
		**** TOTAL ****	Timothy LaPan				184.70
01-000-06590	0	9166	9.13218E+1	12/07/2021	12/15/2021	5363 S. Harlan Way.	184.60
		**** TOTAL ****	Wastewater Management Division				184.60
01-000-06500	0	9167	720-283-69	11/01/2021	12/15/2021	720-283-6976 479B	189.12
		**** TOTAL ****	CenturyLink				189.12
01-000-06300	0	9168	3068929	10/31/2021	12/15/2021	10 management	12,424.41
		**** TOTAL ****	Clifton, Larson, Allen LLP				12,424.41
01-000-02010	0	9169	Meeting 11	11/04/2021	12/15/2021	11 04 21 Director fee	(7.65)
01-000-06250	0	9169	Meeting 11	11/04/2021	12/15/2021	11 04 21 Director fee	100.00
01-000-06250	0	9169	Meeting 12	12/14/2021	12/15/2021	12 14 21 Director fee	100.00
01-000-02010	0	9169	Meeting 12	12/14/2021	12/15/2021	12 14 21 Director fee	(7.65)
		**** TOTAL ****	Thomas Dougherty				184.70
01-000-06575	0	9170	110146	10/31/2021	12/15/2021	10 31 21 Irrigation repai	859.74
01-000-06575	0	9170	110399	08/30/2021	12/15/2021	08 30 Mulch and rock	36,718.00
01-000-06575	0	9170	110420	09/10/2021	12/15/2021	09 10 21 Irrigation repai	2,024.18
01-000-06575	0	9170	111090	10/31/2021	12/15/2021	10 31 21 mowing	10,800.00
01-000-06575	0	9170	111193	10/31/2021	12/15/2021	10 31 21 irrigation repai	7,491.60
01-000-06575	0	9170	111634	10/31/2021	12/15/2021	10 31 21 Sod	2,197.50
01-000-06575	0	9170	111728	10/31/2021	12/15/2021	10 31 21 maintenance	9,366.00
01-000-06575	0	9170	111729	10/31/2021	12/15/2021	10 31 21 Clean up	810.00
01-000-06570	0	9170	112010	11/01/2021	12/15/2021	11 maintainance	21,647.80

Account	PO/Cont	Check #	Invoice	Date	Date Paid	Description	Amount
01-000-06575	0	9170	112066	10/31/2021	12/15/2021	10 31 21 irrigation	824.83
01-000-06600	0	9170	112109	11/10/2021	12/15/2021	11 10 21 snow markers	915.00
01-000-06575	0	9170	112245	11/30/2021	12/15/2021	11 30 21 sod repair	298.00
01-000-06570	0	9170	112327	12/01/2021	12/15/2021	12 maintenance	21,647.80
**** TOTAL **** Designscapes Colorado							115,600.45
01-000-06577	0	9171	916157015	11/04/2021	12/15/2021	11 03 21 Tree pruning	7,155.00
**** TOTAL **** Davey Tree							7,155.00
01-000-06605	0	9172	114-125429	10/29/2021	12/15/2021	portable restrooms	192.63
01-000-06605	0	9172	114-125917	11/10/2021	12/15/2021	portable restrooms	264.19
01-000-06605	0	9172	114-125947	11/15/2021	12/15/2021	portable restrooms	472.98
01-000-06605	0	9172	114-126257	11/26/2021	12/15/2021	portable restrooms	192.63
**** TOTAL **** United Site Services							1,122.43
01-000-06556	0	9173	SALES00000	10/31/2021	12/15/2021	10 Resident use	457.78
01-000-06556	0	9173	SALES00000	11/30/2021	12/15/2021	11 Resident use	1,587.17
**** TOTAL **** Foothills Park & Recreation							2,044.95
02-000-08021	0	9174	5274	11/24/2021	12/15/2021	11 24 21 painted iron fen	1,280.00
**** TOTAL **** Homestead Painting LLC							1,280.00
01-000-06565	0	9175	221100214	10/31/2021	12/15/2021	10 transmissions	122.76
**** TOTAL **** UNCC							122.76
01-000-06565	0	9176	7263	11/17/2021	12/15/2021	11 17 21 shade removal	375.00
**** TOTAL **** American Awning Company							375.00
01-000-02010	0	9177	Meeting 11	11/04/2021	12/15/2021	11 04 21 Director fee	(7.65)
01-000-06250	0	9177	Meeting 11	11/04/2021	12/15/2021	11 04 21 Director fee	100.00
01-000-06250	0	9177	Meeting 12	12/14/2021	12/15/2021	12 14 21 Director fee	100.00
01-000-02010	0	9177	Meeting 12	12/14/2021	12/15/2021	12 14 21 Director fee	(7.65)
**** TOTAL **** Linda Lutz-Ryan							184.70
*** GRAND TOTAL ***							145,571.31

Bowles Gazebo Proposal

Hello Everyone,

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

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

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

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

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

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

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

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

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

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

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

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

- **Install new 4"x4" railing posts** – \$3,300 - Install new 4"x4" pressure treated railing posts on both sides of the ramp and the gazebo area. Add additional posts where needed since some existing spans between posts exceed 8'. There will be 30 posts total. Cost includes the wood posts, anchor base, galvanized lag screws and washers, bitumen tape and labor. This cost is separate and additional to the composite post sleeves, caps and bases listed above in this proposal. Due to the existing post conditions, locations, etc., this is a necessary part of the project.
- **Facia board** - \$3,500 - Install 11 ¾" composite fascia trim (Trex, Timbertech, etc.) to match decking color on the entire exterior portion of the 6" x 12" deck framing support beams under the decking areas. There is 165 linear feet total. The four vertical quad 6"x6" corner posts on the gazebo upper deck area are NOT included in this total. I would recommend sanding and painting these to match the railing color for cost reasons described in opening paragraph.
- **Paint corner quad poles** - \$850 – Sand and paint the four 6"x 6" quad corner poles on upper gazebo area to match railing. This includes all sanding, paint and labor.

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

Grand totals - \$46,600 - \$53,250 Plus the \$5,000 contingency - (The two custom fastener options described above are not reflected in these totals) I did not put an NTE amount in due to the possible material pricing changes and material shortage issues.

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

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

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

support beams around the underside of the entire perimeter of the ramp and gazebo. This proposal does not cover any finishing or painting of these areas.

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

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

Thank you, you are greatly appreciated,

Jay Fells 303-808-1775

CDR Construction, LLC

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

Bowles Gazebo Project

- CDR Construction, LLC
- Railing and Fastener Options
- All of these railing choices are pretty comparable in price for both materials and labor. The variance in the bid is to allow for some price fluctuations in materials and to allow for some of the minor issues that can arise during the project. The reasoning behind the price range in my bids is as follows; If everything goes smoothly and problem free, and material costs remain the same then the cost will be on the low side of the bid. If things don't go well at all and material prices climb slightly then it will be on the top end of the range. More often than not, we end up in the middle of that price range.

Handrail bid is \$10,250 - \$13,000 These are all very close in price and labor (i.e. composite, steel, aluminum, etc.,) Please refer to original bid for additional details.

Below is the Trex handrail with composite upper and lower handrails with round steel balusters. This would be my top recommendation only because it has a more open look than the composite balusters. I believe the composite balusters (next photo) would be sturdier versus someone kicking them out.





This is the Trex handrail with composite upper and lower rails and square composite balusters. My very close second choice. These don't have as open of a look but due to the way they attach to the top and bottom rails I believe they would be a sturdier choice.

Shown here is an all-aluminum handrail, upper and lower handrails and balusters are all aluminum. Aluminum tends to scratch, bend and dent more easily than composite. My least favorite choice for commercial applications.





- Example photo of the Timbertech Azek gray decking. There are several shades of each color to choose from.

-
- Example of the Timbertech Azek brown decking. There are several shades of each color to choose from



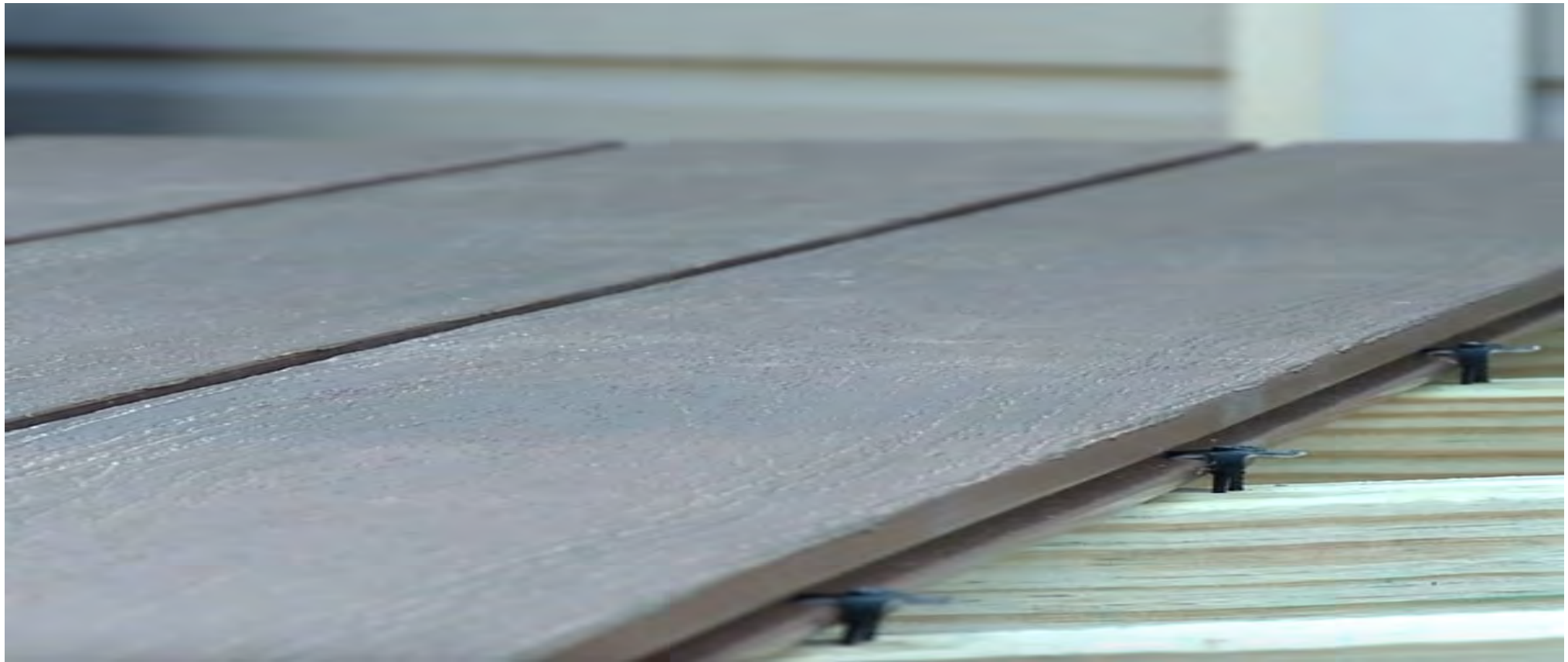
This is the top lock screw system. This fastener type is included in the decking cost portion of the original bid which is \$20,400 - \$24,000 for the Timbertech Azek decking material



Above is the color match toplock screw system

The next three slides are the two custom fasteners. Either of these options would add an additional \$850 - \$1,150 in materials and \$700 - \$850 in labor for a total of \$1,550 - \$2,000 added to the Grand Total decking cost. The hidden clip system pictured here is on the high end of these numbers. These fastener system choices are purely aesthetic. If you are wanting to spend the additional funds for a screw free appearance, I would go with the hidden side fastener system at that point.

Below is the Timbertech hidden fastener system. This system is the most expensive (materials and labor) of the three options. It does hide all fasteners EXCEPT around the perimeter where top fasteners need to be used. The cost for these fasteners are almost four times as expensive as the top lock screw system with no plugs. These are also more labor intensive. This system would be on the high end of the bid range.





-
- This top lock system with color match conceal plugs are above the mid range of the pricing. Materials for these are a little more than double the price of the top lock system (color match screws only, no plugs). These are also more labor intensive. The next photo is the decking with these fasteners and plugs installed.

I would say that this plug system would be my least favorite of the three. If you are wanting to spend the additional funds for a screw free appearance, I would go with the hidden side fastener system at that point.



Above is the toplock screw system with color match plugs to conceal screws.

-
- This is an example of unforeseen problems that can arise. This photo is from the deck we just completed. Neither end of the decking was cut square (some were $\frac{1}{4}$ " off) which, after squaring off both ends, left us short of our expected 16' total length that we needed. Time to audible....again!



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

Organized Sports Activities/Practices Blue Heron Park

Organized Sports Activities/Practices Sunset Park

Covered Picnic Shelter Sunset Park

Organization Mustang Sports Club

Location of the Event

/ Park Name

Sunset Park

Purpose of Event

MSC Lacrosse

Date of Event

Spring 2022 February 15 - June 1

Maximum Attendance 30 ;

Hours 4pm a.m./p.m. to 7pm a.m./p.m.

Applicant's Name

Warren Thomas

Address

4 Mountainview Rd., Greenwood Village, CO 80111

Phone: Office 720-545-5156

Home _____

If the requested use is for Organized Sports Practices:

DISTRICT RESIDENT/SPONSOR NON-RESIDENT/SPONSOR

20

Number of Resident Players

10

Number of Non-Resident Players

Number of Resident Coaches

3

Number of Non-Resident Coaches

POLICY

I. ORGANIZED SPORTS PRACTICES: The Bowles Metropolitan District (the “District”) Board of Directors has adopted an addendum to the Park Use Permit Policy regarding organized 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 organized 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 Organized 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 Organized 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.

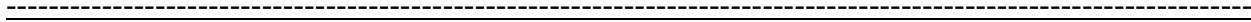
Initials of Applicant WJ

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

Signature of Applicant 

Organization Represented Mustang Sports Club

Date January 3, 2022



**Bowles Metropolitan District
Revocable Park Use Permit**

Name of Organization: Mustang Sports Club

Address of Organization: 4 Mountainview Rd., Greenwood Village, CO 80111

Name of Park / Location: Sunset Park

Dates of Use: From 2/15/22 to 6/1/22

Times of Use: From M-F 4pm to M-F 7pm

Approved Disapproved Date _____

Fee:

____ Organized 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

Initials of Applicant WJ

**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 been made.

UNDERSIGNED



Organization / Applicant

By: Warren Thomas

1/3/22

Date

Organization / Applicant's Address:

Mustang Sports Club

4 Mountainview Rd.

Greenwood Village, CO 80111

Secondary Contact Person / Phone #

AGREEMENT

THIS AGREEMENT is made and entered into this 11 day of January 2022, 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 (enclosed as Exhibit B) grant it the rights as described in the easement documents in Exhibit B; 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 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 January 1, 2022.
2. Termination Date. This Agreement shall terminate upon the occurrence of any one or more of the following: 1) exclusion of BMD from GWSD; 2) the dissolution of BMD or GWSD; or 3) the delivery of a written notice of termination from one party to the other party pursuant to a one hundred and eighty (180) day notice.
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. Five-Year Removal Plan. BMD and GWSD agree to a five-year plan for the removal of trees and any other plantings within the GWSD easements contained within the BMD boundary. The five-year plan will set forth the specific easement encroachments to be mitigated during each year for five years and the agreement between the parties as to how the mitigation will be accomplished. If BMD fails to meet the mitigation requirements for any given year set forth in the plan, GWSD reserves the right to remove all trees and plantings within the easement or easements subject to the given year's mitigation plan. A copy of the five-year plan is attached to this Agreement as Exhibit A. The parties agree to review and update the five year plan each year.
5. GWSD will not remove any trees, brush, woody plants or nursery stock from any of the subject easements within the BMD property unless it is determined by GWSD that 1) an emergency exists or is imminent, and with notification to BMD; 2) access to the easement is blocked to the extent that reasonable access is no longer feasible, with BMD agreement; or 3) this Agreement has been terminated under the conditions set forth in Paragraph 2.
6. Notice to Community. GWSD and BMD agree to jointly notify the community prior to any removal of trees, brush, woody plants, or nursery stock located within the boundary of a GWSD easement.
7. 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. BMD and GWSD agree to adhere to the communication protocols set forth by the Joint Easement Committee.
8. Cost-sharing Arrangement. BMD and GWSD agree to share the removal costs of any tree, brush, woody plant, or nursery stock removed under the terms of this Agreement. Additionally, BMD and GWSD agree to share the costs of annual video the GWSD sewer or underdrain system conducted for the specific purpose of monitoring any root penetration or other blockage caused by a known violation of an easements not cleared as a result of this Agreement.

9. 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.

10. 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 Anna Jones and Nic Carlson Clifton Larson Allen, LLP 8390 E. Crescent Parkway, Suite 300 Greenwood Village, CO 80111
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If to GWSD:	Grant Water and Sanitation District c/o Nicki Simonson Simonson & Associates P.O. Box 1239 Evergreen, CO 80437
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11. 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.

12. 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.

13. Amendment. This Agreement may be amended only with the prior written consent of the parties. Such consent shall be evidenced through either 1) the written consent of all members of the Joint Easement Committee or 2) upon resolution of the Board of Directors of each district.

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

15. 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.

16. 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.

17. 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: _____
Thomas Dougherty, President

ATTEST:

Secretary

GRANT WATER AND SANITATION DISTRICT

By: _____
Michael Cowan, President

ATTEST:

Secretary