

GREEN GABLES METROPOLITAN DISTRICT NO. 1

8390 E. Crescent Pkwy., Suite 300
Greenwood Village, CO 80111
Phone: 303-779-5710

NOTICE OF SPECIAL MEETING AND AGENDA

DATE: November 18, 2024

TIME: 11:00 a.m.

LOCATION: Club House
2139 S. Reed Street
Lakewood, CO 80227

ACCESS: To attend via Microsoft Teams Videoconference, use the below link:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YjFiODVmMzEtMzczNi00MWNmLTliZWUtNjY5M2U1ZjliMGFI%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%221f1b712c-e235-4dd5-b5c5-d830e47350db%22%7d

To attend via telephone, dial 720-547-5281 and enter Conference ID: 929 129 476#

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
JoAnn Zelasko	President	May, 2027
Paul Bartos	Assistant Secretary	May, 2027
Les Steckler	Assistant Secretary	May, 2025
Mark Arreguin	Assistant Secretary	May, 2025
Bob Robitaille	Treasurer	May, 2027

I. ADMINISTRATIVE MATTERS

- A. Call to order and approval of agenda.
- B. Confirm quorum, location of meeting and posting of meeting notice.
- C. Consider adoption of the Resolution Regarding 2025 Annual Administrative Matters (to be distributed).

II. CONSENT AGENDA

- A. Review and consider approval of Minutes from the April 3, 2024 Special Meeting and the October 1, 2024 Annual Meeting (enclosures).
- B. Review and consider approval of BrightView contract for 2024-2025 Annual Snow Removal Services (enclosure).
- C. Review and consider approval of BrightView Landscaping Services Agreement for 2025 (enclosure).

III. FINANCIAL MATTERS

- A. Review and consider approval of September 30, 2024 Unaudited Financial Statements (enclosure).
- B. Review and ratify/approve prior claims in the amount of \$226,184.62 (enclosure).
- C. Conduct Public Hearing to consider amendment of the 2024 Budget. If necessary, consider adoption of Resolution to Amend the 2024 Budget.
- D. Conduct Public Hearing on the proposed 2025 Budget and consider adoption of Resolution to Adopt the 2025 Budget, Appropriate Sums of Money and Authorize the Certification of the Tax Levy (enclosures – Resolution to be distributed).
- E. Authorize District Accountant to prepare the DLG-70 Certification of Tax Levies form (“MLC”) for certification to the Board of County Commissioners and other interested parties. Authorize Board member to sign MLC.
- F. Consider appointment of District Accountant to prepare 2026 Budget.
- G. Review and consider approval of engagement with Fiscal Focus Partners to prepare the 2024 Audit.

IV. LEGAL MATTERS

- A. Review and consider adoption of Resolution Calling a Regular Election for Directors on May 6, 2025, appointing the Designated Election Official (“DEO”), notice and authorizing the DEO to perform all tasks required for the conduct of a mail ballot election (enclosure). Self-Nomination and Acceptance Forms are due by February 28, 2025. Discuss need for ballot issues and/or questions.

V. MANAGER MATTERS

- A. Review and consider approval of Property and Liability Coverage renewal for 2025. Discuss changes needed to property schedule (if any) (enclosure).
- B. Review and consider approval of worker’s compensation coverage for 2025 (enclosure).
- C. Designate website compliance coordinator.
- D. Review and consider approval of proposal from Allyant for website remediation in the amount of \$1,164.34 (enclosure).
- E. Authorize Board member or committee to work with District staff to transition website to ADA compliant hosting platform (enclosures).
- F. Review and consider approval of CLA Statement(s) of Work for 2025 (enclosures).
- G. Update to the Board from Committee regarding storm drain cleaning.

VI. OTHER BUSINESS

A. Public comment.

VII. ADJOURNMENT

There are no more regular meetings scheduled for 2024.

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
GREEN GABLES METROPOLITAN DISTRICT NO. 1 (THE
“DISTRICT”)
HELD
APRIL 3, 2024

A special meeting of the Board of Directors of the Green Gables Metropolitan District No. 1 (referred to hereafter as the “Board”) was convened on April 3, 2024, at 1:00 p.m. This District Board meeting was held in person at the Club House, 2139 S. Reed Street, Lakewood, CO 80227 and virtually via Microsoft Teams. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

JoAnn Zelasko, President
Paul Bartos, Assistant Secretary
Mark Arreguin, Assistant Secretary
Les Steckler, Assistant Secretary

Also, In Attendance Were:

Jason Carroll and Stephanie Odewumi; CliftonLarsonAllen LLP
Colin Mielke; Seter, Vander Wall & Mielke, P.C.
Leigh Dufresne; BrightView Landscaping
Bob Robitaille and Steve George; members of the public

ADMINISTRATIVE MATTERS

Call to Order and Agenda: Upon a motion duly made by President Zelasko, seconded by Director Bartos and, upon vote, unanimously carried, the Board called the meeting to order at 1:00 p.m. and approved the agenda, as presented.

Quorum, Location of Meeting and Posting of Meeting Notices: The Board had been previously advised that pursuant to Colorado law, certain disclosures by the Board members might be required prior to taking official action at the meeting. The Board then reviewed the agenda for the meeting, following which each Board member affirmed their conflicts of interest, stating the fact and summary nature of any matters, as required under Colorado law, to permit official action to be taken at the meeting. The Board determined that the participation of the members present was necessary to obtain a quorum or otherwise enable the Board to act. It was confirmed that notice of the meeting had been posted in accordance with Colorado law.

Appointment of Eligible Elector(s) to the Board: Upon a motion duly made by Director Zelasko, seconded by Director Arreguin and, upon vote, unanimously carried, the Board appointed Mr. Robitaille to the seat on the Board previously vacated by Ms. Smith and further elected him as Treasurer

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of the Board. Director Zelasko thanked Ms. Smith for her years of services and looks forward to working with her in the future.

Minutes from November 13, 2023 Special Meeting and Minutes from January 9, 2024 Special Meeting: Following review, upon a motion duly made by Director Zelasko, seconded by Director Steckler and, upon vote, unanimously carried, the Board approved the minutes from November 13, 2023 Special meeting and January 9, 2024 Special meeting, as presented.

MANAGER MATTERS

Rocky Mountain Pump as the District's Contractor for Pump House Maintenance for 2024: Following review, upon a motion duly made by Director Steckler, seconded by Director Arreguin and, upon vote, unanimously carried, the Board approved the services agreement with Rocky Mountain Pump as the District's contractor for pump house maintenance for 2024, as presented.

Landscape Maintenance Agreement Between the District and Brightview Landscape Services, Inc.: Ms. Dufresne reviewed the agreement with the Board. Following review, upon a motion duly made by Director Zelasko, seconded by Director Bartos and, upon vote, unanimously carried, the Board approved the Landscape Maintenance Agreement between the District and Brightview Landscape Services Inc., as presented.

Brightview Landscape Services, Inc. Proposal to Clean Drip Valve Screens Ms. Dufresne reviewed the proposal with the Board. Following review, upon a motion duly made by Director Zelasko, seconded by Director Steckler and, upon vote, unanimously carried, the Board approved the Brightview Landscape Services, Inc. proposal to clean drip valve screens in the amount of \$700.00, as presented. The Board requested a report on the drip valve screens to be provided following completion of the work.

Subcommittee to Manage the Brightview Work Funded by Funds from Lennar: Director Bartos and Director Robitaille will review the proposed work and walk with Brightview in mid-May to recommend updates and replacements to the Board. Following discussion, upon a motion duly made by Director Arreguin, seconded by Director Steckler and, upon vote, unanimously carried, the Board appointed Director Bartos and Director Robitaille as the subcommittee to manage the Brightview work funded by funds received from Lennar as part of the public improvement dedication process.

Subcommittee to Decide on and Manage the Work by Custom Fence (Repairs of Monuments): Director Steckler and Director Arreguin will review the proposed work and meet with the contractor to confirm what is

RECORD OF PROCEEDINGS

needed and then relay the plan for work back to the rest of the Board for further consideration. Following discussion, upon a motion duly made by Director Arreguin, seconded by Director Steckler and, upon vote, unanimously carried, the Board appointed Director Steckler and Director Arreguin as the subcommittee to manage the Custom Fence work funded by the funds from Lennar as part of the public improvement dedication process.

The Board also discussed appointing a subcommittee for the Townhouse native area. Following discussion, upon a motion duly made by Director Zelasko, seconded by Director Bartos and, upon vote, unanimously carried, the Board appointed Director Zelasko and Director Arreguin to review the area in mid-May and relay back to the Board what did not grow back and what is needed for replacement, and to coordinate with Gary Hawkins at Lennar regarding agreed upon replacements.

FINANCIAL MATTERS

December 31, 2023 Unaudited Financial Statements: Following review, upon a motion duly made by Director Zelasko, seconded by Director Arreguin and, upon vote, unanimously carried, the Board approved the December 31, 2023 Unaudited Financial Statements, as presented.

Claims Paid November 2, 2023 – March 26, 2024 in the amount of \$76,939.12: Following review, upon a motion duly made by Director Arreguin, seconded by Director Zelasko and, upon vote, unanimously carried, the Board approved/ratified approval of claims paid November 2, 2023 to March 26, 2024 in the amount of \$76,939.12, as presented.

Xcel Billing Rate: Director Zelasko noted that she observed a news story regarding Xcel meters being charged the wrong billing rate within Colorado. Information was provided to CLA to verify costs. CLA reported that they were able to verify that the District's meters were part of the Xcel error and that CLA was able to correct the mistake and the District will now save 28% moving forward. The Board authorized Director Zelasko to review potential refund options with Xcel.

OTHER BUSINESS

Public Comment: Mr. George with the HOA presented monthly reports from Rocky Mountain Pump Controls to the Board. He also discussed pump system activation, the relationship between Ward Lake and the District, as well as Lennar funds.

ADJOURNMENT

There being no further business to come before the Board at this time, upon a motion duly made by Director Arreguin, seconded by Director Bartos and, upon vote, unanimously carried the meeting was adjourned at 2:05 p.m.

RECORD OF PROCEEDINGS

By _____
Secretary for the Meeting

MINUTES OF AN ANNUAL MEETING OF
THE BOARD OF DIRECTORS OF THE
GREEN GABLES METROPOLITAN DISTRICT NO. 1 (THE “DISTRICT”)
HELD
OCTOBER 1, 2024

An annual meeting of the Board of Directors of the Green Gables Metropolitan District No. 1 (referred to hereafter as the “Board”) was convened on Tuesday October, 1, 2024 at 6:00 p.m., at the Green Gables Clubhouse, 2139 S. Reed Street, Lakewood, Colorado 80227. This District Board meeting was also held at via Microsoft Teams. The meeting was open to the public.

ATTENDANCE

Directors in attendance were:

JoAnn Zelasko, President
Krystal Smith, Secretary/Treasurer
Paul Bartos, Assistant Secretary
Les Steckler, Assistant Secretary
Mark Arreguin, Assistant Secretary

Also, In Attendance Were:

Stephanie Odewumi and Lindsay Ross; CliftonLarsonAllen LLP (“CLA”)
4 members of the public

Call to Order/Declaration of Quorum:

The meeting was called to order at 6:00 p.m. by Ms. Odewumi. Ms. Odewumi established quorum of all Board members.

Directors Matters/Disclosure Matters:

Director Zelasko presented an overview of the District, the budget and map boundaries to the Board.

Update from the Board:

The Board presented an update on accomplishments, noting the below:

1. The acceptance of all property from Lennar.
2. The completion of monument and landscaping upgrades.
3. Savings achieved through the change of pump management and xcel rate updates.
4. Maintained mill levy versus increasing funds with increased property tax.
5. Insurance over-haul.

Annual Meeting Matters Pursuant to Section 31-1-903(6)(a), C.R.S.:

Presentation Regarding the Status of Public Infrastructure Projects/Lennar Acceptance within the District:

Ms. Ross reviewed with the Board.

Unaudited Financial Statements for the Current Calendar Year Including Outstanding Bonds:

Ms. Ross reviewed the Unaudited Financial Statements with the Board.

Public Questions About the District:

No public questions were asked.

Adjournment:

There being no further business to come before the Board at this time, upon a motion duly made by Director Zelasko, seconded by Director Bartos and, upon vote, unanimously carried, the meeting was adjourned at 6:45 p.m.

Respectfully submitted,

By _____

Secretary for the Meeting

CLIENT PRICING AGREEMENT

2024.21823701



Annual Snow Service Order

BrightView Landscape Services, Inc. (BrightView)

9/11/2024 10:55

40040_BVLS Denver West

2333 W Oxford Ave Sheridan CO 80110

Ph: (303) 761-9262

400400494

• SERVICE LOCATION (Location)

Loc ID **Location Name** **Estimate**
 21823701 GREEN GABLES METRO DISTRICT N 400400494
Location Address
 W. PIERCE WAY AND W. JEWELL AVE., LAKEWOOD, CO 80227

• CLIENT INFORMATION (Client)

Client ID **Company Name**
 GREEN GABLES METRO DISTRICT NO 1
Billing Address
 C/O CLIFTONLARSONALLEN LLP, 8390 E CRESCENT PKWY STE 300, GREE

• SCOPE OF SERVICES **Service Start:** 11/01/2024 **Service End:** 05/31/2025 **Start Season:** 2024

Vehicle Site Area(s) (VEH)	Service Start Trigger	Pedestrian Sites Areas (PED)	Service Start Trigger
Parking/Driving Areas (RD)	N/A	Private Sidewalks (PRI)	N/A
Parking Structure (GAR)	N/A	Public Sidewalks (PUB)	2"
Ice Watch (Vehicle)	Declined	Ice Watch (Pedestrian)	Declined
Anti-Ice/Pretreatment (Vehicle)	Declined	Anti-Ice/Pretreatment (Pedestrian)	Declined

BrightView is only responsible for performing Services in the selected Site Areas after the indicated Service Trigger is reached. Services requested before the Trigger is met shall begin upon a reasonable period after notification from the Client and may result in additional fees. Services provided under this agreement shall be directed and managed by BrightView in order to maintain safe conditions in the Site Areas indicated.

- Client Declines to have BrightView stake the Location.
- BrightView will not be responsible for damages caused to roads, curbs, road-edges, turf-edges or other objects not properly identified.
- Speed bumps/humps/tables shall not be repaired/replaced regardless of staking conditions.
- Bulk de-icing material will be purchased (Supplied) by BrightView and applied by BrightView.
- Bagged de-icing material will be purchased (Supplied) by BrightView and applied by BrightView.
- Snow removal on district walks at 2" trigger. Does not include gravel paths or sidewalk along W. Jewell Ave or S. Wadsworth Blvd.
- Ice melt to be provided upon written request
- All prices exclude any applicable sales tax, should client request tax to be included BrightView may automatically adjust the price if tax laws change to reflect such increase.

By signing this Service Order, Client acknowledges and agrees that (a) snow or ice may accumulate while Services are being performed, (b) even when there is no precipitation present, snow may blow or drift onto a Service Location or be brushed onto cars, parking, and driving areas or walkways, and (c) properly plowed snow may melt and refreeze after Services are fully performed. Accordingly, Client understands and agrees that (i) BrightView cannot guarantee that the performance of the Services will remove all snow and ice from any Service Location, and (ii) some snow or ice may still be present at a Service Location during or after the performance of Services.

• PRICE SCHEDULE BrightView will be compensated for work performed at the Service Location according to the agreed to prices shown below. All listed equipment items includes the respective equipment and required operator.

Category	Area	Service/Unit Description	Unit	Min. Chg.	Price	Price	Price	Price	2024 Price
TM	ALL AREAS	Truck with Plow	Hr	1 Hr					\$119.00
TM	ALL AREAS	Truck with Spreader/Sprayer	Hr	1 Hr					\$122.00
TM	ALL AREAS	Skid Steer	Hr	4 Hrs					\$146.00
TM	ALL AREAS	Back Hoe /Loader less than 3CY	Hr	1 Hr					\$282.00
TM	ALL AREAS	Hauling/Relocating Snow (note)	Hr	1 Hr					\$187.00
TM	ALL AREAS	Single Stage/Paddle Blower	Hr	1 Hr					\$82.00
TM	ALL AREAS	Crew Member	Hr	1 Hr					\$70.00
TM	ALL AREAS	Snow Rator	Hr	1 Hr					\$113.00
TM	ALL AREAS	Bag Ice Melt	50 Lbs	1 Bag					\$53.50
TM	ALL AREAS	Ice Slicer	Ton	1 Ton					\$304.00
TM	ALL AREAS	Front End Loader	Hr	4 Hr					\$292.00
TM	ALL AREAS	Utility Vehicle UTV / Large Blade	Hr	1 Hr					\$111.00
TM	ALL AREAS	ATV / Small Sidewalk Blade	Hr	1 Hr					\$108.00

• ORDER EFFECTIVE DATE: 11/01/2024 This Service Order is accepted by BrightView and Client and forms part of the Master Snow Management Agreement signed by the parties and restates and replaces any Service Order previously agreed to for the above Location.

For BrightView:

For Client:

Printed: _____ 11/01/2024
 Email: _____
 Title: _____

Printed: Denise Denslow 11/01/2024
 Email: denise.denslow@claconnect.com
 Title: _____

LANDSCAPE SERVICES AGREEMENT

Date: November 8, 2024

BrightView: BrightView Landscape Services, Inc.

Client: Green Gables Metropolitan District No. 1

Contract Start Date: April 1, 2025

Contract End Date: December 31, 2025

Service Fee*: 50,850.00

*Plus sales tax where applicable

THIS LANDSCAPE SERVICES AGREEMENT (this "Agreement") is entered into as of the Date above between BrightView and Client. If Client is not the record owner of each property where BrightView will deliver goods or perform services under this Agreement, then Client is executing this Agreement on its own behalf and as a duly authorized agent for the record owner(s) of each property.

NOW, THEREFORE, Client and BrightView mutually agree to the following terms and conditions:

1. Services.

- (a) For purposes of this Agreement: (i) the "Services" consist of the landscape maintenance, construction, irrigation, and/or other general landscape services described in the "Scope of Landscape Services" attached hereto, together with delivery or installation of any associated goods and materials, and (ii) the "Landscape Site(s)" consist of the exterior landscaped areas for each of the site(s) identified in the attached Scope of Landscape Services, where Services will be furnished by BrightView in accordance with the Scope of Landscape Services. More than one Scope of Landscape Services may be attached hereto, in the event of multiple Landscape Sites.
 - (b) During the Term (as defined in Section 2. Term), BrightView shall furnish the Services or arrange for the Services to be furnished in accordance with applicable professional horticulture standards and any local requirements or regulations in effect, using appropriately trained, uniformed, and supervised personnel, and properly maintained equipment.
 - (c) All tools, equipment, surplus materials, landscape waste materials and rubbish will be removed from each Landscape Site after Services are completed.
 - (d) Any regulated substances required to be applied as part of the Services shall be applied in accordance with applicable laws and regulations by properly licensed personnel and BrightView shall not be held liable for the use of such substances if properly applied in accordance with applicable laws and regulations. Other materials shall be applied in accordance with the manufacturer's directions.
2. **Term.** The "Term" of this Agreement shall begin on the Contract Start Date and conclude on the Contract End Date.
3. **Work Orders.** If Client requests services from BrightView that are not set forth on the Scope of Landscape Services or at a worksite for which there is

no attached Scope of Landscape Services, then BrightView may elect in its sole discretion to furnish such additional services and any related goods and materials pursuant to a written work authorization signed by Client (each signed written work authorization, a "Work Order"). For services, goods, or materials furnished pursuant to a Work Order, payment shall be due from Client to BrightView as specified by such Work Order or, if unspecified in such Work Order, then upon delivery of the services, goods, and materials identified in the Work Order (the "Work Order Charges").

4. **Insurance.** During the Term, BrightView will maintain general liability insurance, automobile liability insurance, and workers' compensation insurance covering its activities in connection with the Services and any Work Order. Such insurance shall be in commercially reasonable amounts. Evidence of such insurance will be provided to Client upon request.
5. **Cooperation.**
 - (a) Client will cooperate with BrightView to facilitate the Services, and will permit or schedule adequate access to the Landscape Site(s) as required to perform the Services safely, efficiently, and within any specified timeframes. Client will notify BrightView in writing of any limitation on access to Landscape Site(s) as soon as possible, and in any event at least 48 hours to any scheduled delivery of services, goods, or materials.
 - (b) If required, Client will provide water with adequate spigots or hydrants or such other items as identified on the Scope of Landscape Services.
 - (c) Client shall provide written notice to BrightView of any proposed change in the ownership or management of the Landscape Site(s) at least 30 days prior to the effective date of any such change. A change in the ownership or management of the Landscape Site(s) shall not relieve Client of its obligations hereunder, including but not limited to the

payment of the Service Fee and any amounts due to BrightView with respect to any Work Order, unless Client shall have given proper notice of termination pursuant to this Agreement.

6. Service Fee.

- (a) For Services performed pursuant to this Agreement, Client shall pay BrightView the Recurring Service Fee set forth in the below Table A plus any Per Occurrence Service Fee set forth in the below Table B (the "Service Fee"), subject to adjustments as described below.
- (b) Overdue Service Fees or Work Order Charges shall be subject to an administrative charge equal to the lower of: (i) 1.5% per month (18% per year) and (ii) the highest rate permitted by law, in either case multiplied by the unpaid balance. In addition to this administrative charge, Client shall reimburse BrightView for all costs and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by BrightView in collecting an overdue Service Fee, Work Order Charges, and administrative charges.
- (c) If tax laws change increasing applicable sales taxes, BrightView may adjust the Service Fee to reflect such increase.
- (d) The parties hereby acknowledge that, notwithstanding the Service Fee, the monthly installment plan, and the types and frequency of services, goods, and materials furnished each month throughout the year may vary according to seasonal requirements and best horticultural practices. The monthly installment plan is for Client's convenience of payment only and billings do not necessarily reflect the actual cost or value of Services performed during any particular month or other billing period. If this Agreement is terminated for any reason on a date other than an Anniversary Date, then all sums paid by Client to BrightView for Services performed since the most recent Anniversary Date shall be subtracted from the time-and-materials value (as determined in good faith by BrightView) of Services performed since that date and, if the result is a positive number (a "Shortfall"), the Shortfall shall become due and payable and Client shall promptly pay such Shortfall to BrightView. A Shortfall is not liquidated or other damages arising from a termination of the Agreement but represents the portion of the charges for Services performed prior to but unpaid by Client as of the Termination Date. For the avoidance of doubt, in no event will a Shortfall invoiced to the Client exceed the total amount that would have been received by the Service Provider had the terminated Agreement continued uninterrupted until the end of its then current term.
- (e) Unless specified otherwise hereunder, every 12 months the Service Fee shall be increased by an amount calculated by multiplying the Service Fee for the immediately preceding 12 months by the greater of (i) 3% or (ii) the percentage increase in the Consumer Price Index between the most recently published CPI and the CPI published for the same month for the preceding calendar year. "Consumer Price Index" and "CPI" means the Consumer Price

Index for Urban Wage Earners and Clerical Workers (1982-84 = 100) released by the United States Department of Labor, Bureau of Labor Statistics, relating to Consumer Prices for All Items for All Cities.

- (f) Client must provide at least 10 days' prior written notice to BrightView, Attn.: Legal Department/Contracts, 980 Jolly Road, Suite 300, Blue Bell, PA 19422 if: (i) Service Fee required to be paid pursuant to this Section 6 are subject to a bona fide dispute and (ii) Client intends to pay, in full satisfaction of such disputed Service Fee, less than the amount invoiced by BrightView.

7. Termination.

- (a) Either BrightView or Client may terminate this Agreement without cause upon 60 day's prior written notice to the other party. If Client terminates this Agreement without cause prior to end of the then current term, Client will, within fifteen (15) days of the Termination Date, pay BrightView (i) all amounts owed to date for Services performed; (ii) reimbursement of any partner incentives such as, but not limited to, Enhancement Credits; discounts, rebates, etc. and (iii) to compensate BrightView for having to allocate employees and resources to the Landscapes Sites, an amount equal to what BrightView would have earned if the Agreement remained in effect through the end of the then current term (as calculated in accordance with Section 6(a)).
- (b) If either party materially breaches the terms of this Agreement and fails to cure such breach within 30 days after written notice from the non-breaching party specifying such breach, then the non-breaching party may elect to immediately terminate this Agreement by written notice to the breaching party. In addition to and without limiting the foregoing, if Client fails to timely pay any Service Fee, Work Order Charges, or administrative fees due under this Agreement, then BrightView may elect, in its sole discretion, to (i) delay, withhold, suspend or cancel Services without further notice to Client, and BrightView shall have no responsibility whatsoever for any consequences thereof, in respect of which the Client hereby indemnifies BrightView, and fees (as set out hereunder) shall continue to accrue and any extra expenses resulting from such withholding shall be for the Clients' responsibility and/or (ii) immediately terminate this Agreement upon written notice to Client.
- (c) Either BrightView or Client may immediately terminate this Agreement upon written notice to the other party if (i) the other party makes an assignment for the benefit of creditors, (ii) a petition of bankruptcy is filed by or against the other party or (iii) all or substantially all of the other party's property is levied upon or scheduled to be sold in a judicial proceeding.

8. General Provisions.

- (a) BrightView will at all times perform the Services and any Work Order in accordance with all applicable workplace safety requirements and standards promulgated by federal and local authorities. BrightView will not at any time provide safety

evaluation, inspection, or consulting services under this Agreement or any Work Order for the benefit of Client or any third party and, consequently, Client shall not rely on BrightView to provide such safety-related services at any time. Further, BrightView does not and will not at any time provide representations, warranties, or assurances as to the safety, including as it relates to BrightView's use of chemicals during Service, (or lack of safety) of any Landscape Site(s) or Work Order site with respect to periods before, during, or after Services are performed or Work Order services are performed and, consequently, Client shall not rely on BrightView to provide any such assurances at any time. If Client desires safety evaluation, inspection, or consulting services, or safety representations, warranties, or assurances, then BrightView and Client may execute and enter into a separate written agreement whereby BrightView will assist Client for an additional fee only in identifying (without recommending) third-party service providers that Client may then, in Client's sole discretion, elect to engage independently to obtain safety services and/or assurances.

- (b) During the Term of this Agreement and for a period of 12 months following this Agreement's termination, the Client shall not, without the written permission of BrightView or an affected affiliate, directly or indirectly (i) solicit, employ or retain, or have or cause any other person or entity to solicit, employ or retain, any person who is employed by BrightView and performing Services hereunder, or (ii) encourage any such person not to devote his or her full business time to the Client, or (iii) agree to hire or employ any such person. Recognizing that compensatory monetary damages resulting from a breach of this section would be difficult to prove, Client agrees that such breach will render it liable to BrightView for liquidated damages in the amount of \$10,000 for each such employee.
- (c) This Agreement shall be governed by the law of the state where the Services will be furnished. If the Services will be furnished in more than one state, then the law of the State of Colorado will govern this Agreement, except with regard to its conflicts of laws doctrines. Both parties expressly agree that any and all legal proceedings arising under this Agreement will be brought exclusively in the state and federal courts located where Services will be furnished.
- (d) Unless otherwise specifically set forth in the Scope of Landscape Services or a Work Order, BrightView is not providing design or landscape architecture services under this Agreement and it is the Client's sole responsibility to ensure that (i) the directions provided to BrightView for Services are in compliance with all applicable laws, ordinances, rules, regulations, and orders and (ii) the height and location of the hedges, foliage, and/or other plant matter on the Landscape Sites do not obstruct a person's line of sight of proximate roadways, private or public.
- (e) Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that consent shall not be required to assign

this Agreement to any company which controls, is controlled by, or is under common control with BrightView or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization. This Agreement is binding on, and inures to the benefit of, the parties hereto (including the record owner of the Landscape Site(s) if other than Client) and their respective heirs, legal representatives, successors and assigns.

- (f) This Agreement, together with attached Scope of Landscaping Services, Work Order hereunder, and any other schedules and exhibits attached hereto, constitute the entire agreement of the parties with respect to the Services and Work Orders and supersedes all prior contracts or agreements with respect to the Services or Work Orders, whether oral or written.
- (g) Except as otherwise provided herein, this Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by both Client and BrightView.
- (h) The waiver by Client or BrightView of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach by Client or BrightView of such provision or any other provision.
- (i) BrightView's total liability for any losses, damages, and expenses of any type whatsoever incurred by Client or any of its affiliates, guests, tenants, invitees, and lessees ("Losses"), which are caused by wrongful acts or omissions of BrightView in connection with, or related to, BrightView's performance of the Services, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to BrightView hereunder. In no event will BrightView be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to BrightView in advance or could have been reasonably foreseen by BrightView. Further, BrightView shall not be liable for any Losses resulting from the provision of Services or performance of any Work Order hereunder, if such Losses are due to causes or conditions beyond its reasonable control, including but not limited to Losses in any way related to or associated with state or local water regulations or mandates or BrightView's compliance or good faith efforts to comply with state or local water regulations or mandates.
- (j) BrightView's performance will be excused without penalty to the extent BrightView is unable to perform as a result of accidents, acts of God, extreme weather conditions, inability to secure labor and/or products, fire, earthquake and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one of the Parties, or other delays or failure of

performance beyond the commercially reasonable control of BrightView. For purposes of this Agreement, the parties agree specifically that water conservation regulations or guidelines are specifically included within the above referenced regulations or restrictions, and that BrightView shall not be liable for any failure to perform as a direct or indirect result of BrightView’s compliance with or good faith efforts to comply with state or local water regulations or mandates.

(k) Unless otherwise expressly provided in a provision that cross-references this Section 8(k), in the event of any conflict or inconsistency between this Agreement, any SOW and/or any exhibit to this Agreement or any SOW, the order of precedence will be: the Agreement, an exhibit to the Agreement, an SOW and an exhibit to that SOW.

Notices. Except as otherwise specified in this Agreement, all notices and other communications under this Agreement must be in writing and sent by overnight courier service such as FedEx or sent by U.S. registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received the next business day following timely deposit with an overnight courier, or three (3) days after timely deposit in the U.S. mail, with the communication addressed as follows:

If to BrightView:

Attn: Michael Crespin
 Address: 2333 West Oxford Ave.
Sheridan, CO 80110

With a copy to:

Attn: Office of the General Counsel
 980 Jolly Road, Suite 300
 Blue Bell, PA 19422

If to Client:

Attn: Stephanie Odewumi
 Address: Green Gables Metropolitan District No. 1 c/o CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Suite 300 Greenwood Village, CO
80111

BrightView and Client agree to all of the terms and conditions set forth in this Agreement, including any schedules and exhibits attached hereto, as of the date first set forth above.

By signing this Agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter into this Agreement on its own behalf and on behalf of the record owner of each Landscape Site, and that this Agreement is a legally binding obligation of the undersigned and the record owner of each Landscape Site.

BRIGHTVIEW (as defined in the preamble)

CLIENT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

BrightView Landscapes, LLC and each of its subsidiaries (“BrightView”) is committed to taking care of each other, our clients and communities. The BrightView Code of Conduct, which is located at https://www.brightview.com/sites/default/files/bv_code_of_conduct.pdf keeps us true to our values.

If you become aware of a violation of the BrightView Code, we encourage you to report it by:

- Filing a report at www.brightviewconcerns.com; or
 - Calling our 24-hour, 7-day per week compliance hotline at (800) 461-9330.
- Thank you for your confidence in partnering with BrightView.

This document is incorporated into the Landscape Services Agreement by this reference upon execution by Client and Service Provider. In the event multiple Statements of Work or Work Orders are attached to this Services Agreement as provided herein, each such Statement of Work or Work Order shall be mutually exclusive of each other.

Landscape Site Name:*	Green Gables Metro District No. 1	Landscape Site Location:	Wadsworth Ave and Jewell Ave Lakewood, CO
Client Business Name:	Green Gables Metropolitan District No. 1 c/o CliftonLarsonAllen, LLP	Client Contact Name:	Stephanie Odewumi
Client Contact Telephone:	303-265-7845	Client Contact Email:	stephanie.odewumi@claconnect.com
Billing Business Name:	Green Gables Metropolitan District No. 1 c/o CliftonLarsonAllen, LLP	Billing Contact Name:	Stephanie Odewumi
Billing Contact Telephone:	303-265-7845	Billing Contact Address:	stephanie.odewumi@claconnect.com
BrightView Contact Name:	Leigh DuFresne	BrightView Contact Telephone:	303-257-2964

Note: If this Agreement applies to multiple sites, then check here and attach a list of the sites with this information and pricing.

Table A: Recurring Service Fee:

Term 1 - 2025		
<u>January</u>		
<u>February</u>		
<u>March</u>		
<u>April:</u> \$5,650.00		
<u>May:</u> \$5,650.00		
<u>June:</u> \$5,650.00		
<u>July:</u> \$5,650.00		
<u>August:</u> \$5,650.00		
<u>September:</u> \$5,650.00		
<u>October:</u> \$5,650.00		
<u>November:</u> \$5,650.00		
<u>December:</u> \$5,650.00		
<u>TOTAL - \$50,850.00</u>		

Client shall pay the Recurring Service Fee to BrightView through monthly payments. Excluding Pro-rated Recurring Service Fees which will be billed monthly in accordance with above, the Recurring Service Fee shall be payable in 12 equal monthly installments, beginning in the month of April 2025 (the "Monthly Installment Plan"). Monthly invoices will be dated the 1st of each month for which service is to be performed, and payments are due no later than the 15th calendar day of the month.

Table B: Per Occurrence Service Fee Schedule as follows :

Per Occurrence Service Fee Schedule should only be used to denote services that are not part of Table A: Recurring Service Fee.

Per Occurrence Service	# of Occurrences per a Term	Per Occurrence Service Fee*	Total Per Occurrence Service Fee*
Pre-Authorized Irrigation Repairs	As Needed	\$ 75 / hr + materials	NTE - \$750.00
Emergency Irrigation Repairs	As Needed	\$ 150/hr	\$ TBD
		\$	\$
		\$	\$

Any Per Occurrence Service Fee shall be invoiced upon the completion of the Per Occurrence Service and Client shall pay the invoice within thirty (30) days of the invoice date.

Scope of Landscape Services

Description of Services (attach diagrams if necessary):

“Service Specifications for Contract Landscape Management.”

I. Scope of Work:

Contractor shall furnish all supervision, labor, material, equipment and transportation required to maintain the landscape throughout the contract period, as specified herein.

II. Turf Care:

A. Mowing: Included Frequencies: 26

Turf areas shall be mowed weekly from May through September, and as needed during other seasons. Frequencies of mowing shall vary in the Spring and Fall due to seasonal weather conditions and turf growth rates. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticulturally correct for the turf variety taking into account the season.

Clippings shall be mulched and not caught or removed from turf areas unless they are lying in swaths which may damage the lawn.

B. String Trimming: Included Frequencies: 26

Vertical obstacles will be trimmed around to assure a neat and attractive appearance at the time of each mowing.

C. Edging: Included Frequencies : 7

All turf areas adjacent to sidewalks shall be edged so that the entire property is completed every 2 weeks.

D. Blowing: Included Frequencies: 26

Sidewalk and curb areas adjacent to landscaped areas will be blown and kept clean with the use of power-operated blowers at the time of each mowing. This includes blowing any grass clippings generated by Contractor mowing operations, and any leaves or landscape debris from the curb lines of the clubhouse parking lot.

E. Aeration: Included Frequencies: 1

Core aeration will be performed with walk behind and/or a tow behind aerator. Aeration plugs shall be left and not caught or removed from the turf areas.

F. Fertilization: Included Frequencies: 1 Season-Release Application

Turf shall be fertilized as warranted with a commercial fertilizer to promote a healthy appearance.

G. *Broadleaf Weed Control: Included Frequencies: 1 Pre-emergent weed control Application and 2 Post-emergent Applications*

Turf shall be kept reasonably free of weeds by the use of chemical herbicide to promote a healthy appearance. If association is not satisfied with turf color, weed control or overall health, then contractor agrees to supply additional applications as needed.

III. **Shrubs and Bed Areas**

A. *Shrub Pruning: 2*

Shrubs shall be pruned to maintain the natural form of the plant and to maintain growth within space limitations, timing of pruning may vary from plant species. This excludes pruning necessitated by storm damage, disease, neglected overgrowth or winterkill. Industry standard pruning practices do not include hand pruning or shearing of plants into boxes, squares, balls, etc., unless required by the design.

Ornamental grasses will be cut one time per year, typically in late winter, to approximately ¼ of the existing height.

Perennial cut back will be dead-headed during the late summer / early fall, and will be trimmed as appropriate for each species once all flowering has stopped

B. *Weed Control: Included Frequencies: 26*

Beds, sidewalks and curb/gutter will be kept reasonably free of broadleaf or grassy weeds, preferably with post-emergent/contact herbicides, or with manual removal (hand-pulling).

IV. **Tree Care:**

A. *Limbing: Included Frequencies: 1*

Maintenance pruning of all applicable trees to 8-10 feet in height will be accomplished according to industry accepted standards, and as is appropriate for each species in its particular stage of growth and development.

B. Volunteer suckers and shooters on trees will be removed to maintain a clean appearance.

C. Trees in turf areas will be neatly “ringed” at the base of the tree (approximately 3’ in diameter) to prevent damage from mowing equipment

V. **Native Areas:**

A. *Native Turf / Median Mowing: Included Frequencies: NA*

Designated and established native areas will be cut at the most appropriate times of the season (typically June and September or as mutually agreed upon by the Client and BrightView). Areas accessible by a mower and perimeter areas that require string trimming will be addressed. Any steeply sloped areas which represent a danger to Contractor’s employees, or drainage areas covered by water are not included as part of the scope of work.

B. *Mow Beauty Bands : Included Frequencies: 5*

Mow along fence lines, paths, walks and curb lines, one mowers width.

C. *Post Emergent Broadleaf Weed Control: Included Frequencies: 1*

Turf shall be kept reasonably free of weeds by the use of chemical herbicide to promote a healthy appearance.

VI. **Irrigation System:**

A. *Activation: Included Frequencies: 1*

Seasonal activation of the irrigation system will be performed in the spring as weather conditions dictate. Contractor will be responsible for determining when to activate the system. At the time of activation, all necessary repairs will be performed to bring the system up to operating condition. Repairs will be performed and billed on a time and material or not to exceed basis at the expense of the Owner/Client.

B. Monitoring: Included Frequencies: 10 (from turn on through winterization as weather conditions dictate)

Monitoring of the system will occur throughout the growing season. Programming may be periodically adjusted according to weather conditions, seasonal changes, and the needs of the landscape. In the event any malfunctions are found, repair will be performed and billed on a time and material or not to exceed basis at the expense of the Owner/Client. Damages caused by BrightView Landscape Services, Inc.. during the normal course of operations will be repaired by BrightView Landscape Services, Inc.. in a prompt manner at no expense to the Owner/Client.

C. Deactivation / Winterization: Included Frequencies: 1

Seasonal deactivation and winterization of the irrigation system will be performed in the fall of each year, typically in October or November, depending upon weather conditions. The irrigation system will be drained of water and will have forced air injected into the lateral and pressure lines.

Exterior backflow wrapping or draining is not included but may be performed and billed at time + materials per device if weather warrants. Backflow wrapping or draining prevents freeze damage when the system is pressurized.

D. Emergency Service Calls:

Emergency service calls will be made upon request of the Owner/Client. Emergencies are rare and are usually related to main line breaks or faulty valves that may cause flooding. Emergencies are defined as after-hours calls between the hours of 5:00pm and 7:00am Monday-Friday, all day Saturday and Sunday, and recognized holidays. Emergency services will be performed upon request and billed on a time and material or not to exceed basis at the expense of the Owner/Client.

E. Irrigation Repairs:

Any repairs required to ensure irrigation system is fully operational and effective, will be performed as needed, at a cost of \$75 / hr + any needed materials. Contractor is pre-approved to perform repairs Not to Exceed \$750 during any single occurrence. Repairs above \$700 will need to be authorized by client.

Any repairs resulting from Contractor operations, will be repaired at Contractor's expense and at no charge to the Client

VII. Landscape Debris & Trash Cleanup:

A. Growing Season: Included Frequencies: 26-including dog stations and trash cans. We will supply the bags

On a weekly basis, all landscape areas shall be inspected each day and excess landscape debris and trash removed. This shall include the changing of neighborhood trash receptacles as they become full. Debris clean-up does not include the cleanup of pet waste or pet waste stations, parking lots, or parking structures, nor does it include clean-up of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God. These items will be billed on a time and materials basis upon approval of Owner/Client.

B. Dormant Season: Included Frequencies: 26- including dog stations and trash cans. We will supply the bags

On a weekly basis, all landscape areas shall be inspected each day and excess landscape debris and trash removed. This shall include the changing of neighborhood trash receptacles as they become full. Debris clean-up does not include the cleanup of pet waste or pet stations, parking lots, or parking structures, nor does it include cleanup of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God. These items will be billed on a time and materials basis upon approval of Owner/Client.

VIII. Spring Cleanup: Included Frequencies: 1

Debris shall be picked up and disposed of from maintained turf and rock/mulch bed areas. Debris shall be managed using all means available including blowing, raking, vacuuming, and mowing/mulching to maintain a neat appearance. Weather conditions may shorten or lengthen the process of debris removal. Debris cleanup does not include the cleanup of pet waste or pet waste stations, trash cans, parking lots, or parking structures, nor does it include clean-up of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God.

IX. Fall Cleanup: Included Frequencies: 2

Typically in November/December, fallen leaves shall be picked up and disposed of from maintained turf and rock/mulch bed areas. Leaves shall be managed using all means available including blowing, raking, vacuuming, and mowing/mulching to maintain a neat appearance. Weather conditions may shorten or lengthen the process of leaf removal. Leaves that have not fallen from trees or shrubs during contract term are not within the scope of the contract.. Upon request, a price will be provided for additional services.

GREEN GABLES METROPOLITAN DISTRICT NO. 1
FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Green Gables Metro District No. 1
Balance Sheet - Governmental Funds
September 30, 2024

	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Total</u>
Assets				
Checking Account	\$ 23,939.74	\$ -	\$ -	\$ 23,939.74
CSAFE	642,112.94	374,779.53	75,347.05	1,092,239.52
PNC Debt Service Reserve	-	869,823.27	-	869,823.27
PNC Loan Payment Fund	-	421,981.62	-	421,981.62
Accounts Receivable	19,681.70	-	-	19,681.70
Receivable from County Treasurer	2,007.52	4,641.67	-	6,649.19
Total Assets	<u>\$ 687,741.90</u>	<u>\$ 1,671,226.09</u>	<u>\$ 75,347.05</u>	<u>\$ 2,434,315.04</u>
Liabilities				
Accounts Payable	\$ 61,682.33	\$ -	\$ -	\$ 61,682.33
Total Liabilities	<u>61,682.33</u>	<u>-</u>	<u>-</u>	<u>61,682.33</u>
Fund Balances	<u>626,059.57</u>	<u>1,671,226.09</u>	<u>75,347.05</u>	<u>2,372,632.71</u>
Liabilities and Fund Balances	<u>\$ 687,741.90</u>	<u>\$ 1,671,226.09</u>	<u>\$ 75,347.05</u>	<u>\$ 2,434,315.04</u>

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

Green Gables Metro District No. 1
General Fund Statement of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending September 30, 2024

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 287,338.00	\$ 288,015.88	\$ (677.88)
Specific ownership taxes	20,114.00	13,849.03	6,264.97
Interest Income	16,000.00	23,777.49	(7,777.49)
Water - Revenue from HOA	125,300.00	54,466.02	70,833.98
Water - Revenue from GGMD NO. 2 HOA	32,707.00	26,944.46	5,762.54
Total Revenue	<u>481,459.00</u>	<u>407,052.88</u>	<u>74,406.12</u>
Expenditures			
Accounting	42,000.00	23,024.37	18,975.63
Auditing	6,600.00	6,350.00	250.00
County Treasurer's Fee	4,310.00	4,326.15	(16.15)
Dues and Membership	700.00	618.38	81.62
Insurance	12,100.00	11,188.00	912.00
District management	41,000.00	31,445.28	9,554.72
Legal	59,000.00	15,232.70	43,767.30
Miscellaneous	1,200.00	-	1,200.00
Repairs and maintenance	10,000.00	35,765.00	(25,765.00)
Landscaping	49,500.00	34,477.07	15,022.93
Landscaping - Irrigation	10,000.00	2,033.58	7,966.42
Snow removal	5,500.00	2,037.98	3,462.02
Storm drainage	10,000.00	-	10,000.00
Water - Acquisition Cost	155,000.00	74,769.41	80,230.59
Water Facility O&M	36,400.00	7,584.92	28,815.08
Contingency	6,690.00	-	6,690.00
Total Expenditures	<u>450,000.00</u>	<u>248,852.84</u>	<u>201,147.16</u>
Other Financing Sources (Uses)			
Developer contribution	-	110,594.00	(110,594.00)
Total Other Financing Sources (Uses)	<u>-</u>	<u>110,594.00</u>	<u>(110,594.00)</u>
Net Change in Fund Balances	31,459.00	268,794.04	(237,335.04)
Fund Balance - Beginning	337,483.00	357,265.53	(19,782.53)
Fund Balance - Ending	<u>\$ 368,942.00</u>	<u>\$ 626,059.57</u>	<u>\$ (257,117.57)</u>

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

SUPPLEMENTARY INFORMATION

Green Gables Metro District No. 1
Debt Service Fund Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending September 30, 2024

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 664,366.00	\$ 665,933.34	\$ (1,567.34)
Specific ownership taxes	46,506.00	32,020.92	14,485.08
Interest Income	51,000.00	33,684.44	17,315.56
Total Revenue	<u>761,872.00</u>	<u>731,638.70</u>	<u>30,233.30</u>
Expenditures			
County Treasurer's Fee	9,965.00	10,002.68	(37.68)
Bond interest	402,521.00	203,459.92	199,061.08
Bond principal	265,000.00	-	265,000.00
Contingency	2,514.00	-	2,514.00
Total Expenditures	<u>680,000.00</u>	<u>213,462.60</u>	<u>466,537.40</u>
Net Change in Fund Balances	81,872.00	518,176.10	(436,304.10)
Fund Balance - Beginning	1,212,237.00	1,153,049.99	59,187.01
Fund Balance - Ending	<u>\$ 1,294,109.00</u>	<u>\$ 1,671,226.09</u>	<u>\$ (377,117.09)</u>

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

Green Gables Metro District No. 1
Capital Projects Fund Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending September 30, 2024

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Interest Income	\$ -	\$ 3,310.99	\$ (3,310.99)
Total Revenue	<u>-</u>	<u>3,310.99</u>	<u>(3,310.99)</u>
Expenditures			
Capital outlay	70,030.00	-	70,030.00
Total Expenditures	<u>70,030.00</u>	<u>-</u>	<u>70,030.00</u>
Net Change in Fund Balances	(70,030.00)	3,310.99	(73,340.99)
Fund Balance - Beginning	70,030.00	72,036.06	(2,006.06)
Fund Balance - Ending	<u>\$ -</u>	<u>\$ 75,347.05</u>	<u>\$ (75,347.05)</u>

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

GREEN GABLES METROPOLITAN DISTRICT NO. 1
Schedule of Cash Position
September 30, 2024
Updated as of November 7, 2024

	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	
	<u>Fund</u>	<u>Fund</u>	<u>Fund</u>	<u>Total</u>
<u>FirstBank - Checking Account</u>				
Balance as of 09/30/24	\$ 23,939.74	\$ -	\$ -	\$ 23,939.74
Subsequent activities:				
10/7/2024 Xcel Energy	(1,262.67)	-	-	\$ (1,262.67)
10/16/24 Xcel Energy	(14.66)	-	-	(14.66)
10/17/24 Transfer from CSAFE	42,000.00	-	-	42,000.00
10/21/24 Bill.com Payments	(6,395.55)	-	-	(6,395.55)
10/21/24 Bill.com Payments	(255.00)	-	-	(255.00)
10/22/24 Bill.com Payments	(53,839.03)	-	-	(53,839.03)
Anticipated activities:				
Anticipated Transfer from CSAFE	15,000.00	-	-	15,000.00
Anticipated Bill.com Payments	(14,386.44)	-	-	(14,386.44)
<i>Anticipated Balance</i>	<u>4,786.39</u>	<u>-</u>	<u>-</u>	<u>4,786.39</u>
<u>CSAFE</u>				
Balance as of 09/30/24	642,112.94	374,779.53	75,347.05	1,092,239.52
Subsequent activities:				
10/17/24 Transfer to First Bank	(42,000.00)	-	-	(42,000.00)
10/10/24 Property Taxes - September	2,007.52	4,641.67	-	6,649.19
Anticipated activities:				
Anticipated Transfer to First Bank	(15,000.00)	-	-	(15,000.00)
<i>Anticipated Balance</i>	<u>587,120.46</u>	<u>379,421.20</u>	<u>75,347.05</u>	<u>1,041,888.71</u>
<u>PNC - Payment Fund Account</u>				
Balance as of 09/30/24	-	421,981.62	-	421,981.62
<i>Anticipated Balance</i>	<u>-</u>	<u>421,981.62</u>	<u>-</u>	<u>421,981.62</u>
<u>PNC - Reserve Fund account</u>				
Balance as of 09/30/24	-	869,823.27	-	869,823.27
<i>Anticipated Balance</i>	<u>-</u>	<u>869,823.27</u>	<u>-</u>	<u>869,823.27</u>
Total Anticipated Balances	<u>\$ 591,906.85</u>	<u>\$ 1,671,226.09</u>	<u>\$ 75,347.05</u>	<u>\$ 2,338,479.99</u>

Yield information at 09/30/24
CSAFE: 5.19%
PNC: 2.63%

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

GREEN GABLES METROPOLITAN DISTRICT NO. 1
Property Taxes Reconciliation
2024

	Current Year							Prior Year				
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due to County	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
								Monthly	Y-T-D		Monthly	Y-T-D
January	\$ 3,432.67	\$ -	\$ 6,045.30	\$ -	\$ (51.49)	\$ -	\$ 9,426.48	0.36%	0.36%	\$ 14,321.93	0.92%	0.92%
February	372,898.56	-	5,113.96	-	(5,593.48)	-	372,419.04	39.18%	39.54%	385,629.63	41.46%	42.38%
March	65,811.56	-	4,807.03	-	(987.17)	-	69,631.42	6.92%	46.46%	51,995.20	5.04%	47.42%
April	116,621.32	-	4,959.59	-	(1,749.32)	-	119,831.59	12.25%	58.71%	108,818.12	11.34%	58.76%
May	62,860.35	-	4,107.84	48.82	(943.64)	-	66,073.37	6.61%	65.32%	76,540.22	7.70%	66.46%
June	292,281.60	-	5,424.20	107.60	(4,385.84)	-	293,427.56	30.71%	96.03%	277,976.09	29.75%	96.21%
July	38,663.33	-	5,309.98	1,093.86	(596.36)	-	44,470.81	4.06%	100.09%	24,553.39	2.03%	98.24%
August	-	(153.50)	5,023.60	(6.14)	2.39	-	4,866.35	-0.02%	100.07%	6,417.94	0.00%	98.24%
September	1,533.33	-	5,078.45	61.33	(23.92)	-	6,649.19	0.16%	100.24%	5,469.25	0.00%	98.24%
October	-	-	-	-	-	-	-	0.00%	100.24%	7,212.54	0.14%	98.38%
November	-	-	-	-	-	-	-	0.00%	100.24%	21,731.67	1.62%	100.00%
December	-	-	-	-	-	-	-	0.00%	100.24%	4,127.07	0.00%	100.00%
	\$ 954,102.72	\$ (153.50)	\$ 45,869.95	\$ 1,305.47	\$ (14,328.83)	\$ -	\$ 986,795.81	100.24%	100.24%	\$ 984,793.05	100.00%	100.00%

	Assessed value	Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied	Mills
Assessed valuation	\$ 17,483,305					
Property Tax						
General Fund		\$ 287,338.00	30.19%	\$ 288,015.88	100.24%	16.435
Debt Service Fund		664,366.00	69.81%	665,933.34	100.24%	38.000
Total		\$ 951,704.00	100.00%	\$ 953,949.22		54.435
Specific Ownership Tax						
General Fund		\$ 20,114.00	30.19%	\$ 13,849.01	68.85%	
Debt Service Fund		46,506.00	69.81%	32,020.94	68.85%	
Total		\$ 66,620.00	100.00%	\$ 45,869.95		
Treasurer's Fees						
General Fund		\$ 4,310.00	30.19%	\$ 4,326.14	100.37%	
Debt Service Fund		9,965.00	69.81%	10,002.69	100.38%	
Total		\$ 14,275.00	100.00%	\$ 14,328.83		

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

GREEN GABLES METROPOLITAN DISTRICT NO. 1
2024 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS

Services Provided

Green Gables Metropolitan District No. 1 (District), a quasi-municipal corporation and political subdivision of the State of Colorado, was organized by Order and Decree of the District Court for Jefferson County recorded on January 10, 2013, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes). The District was organized in conjunction with Green Gables Metropolitan District No. 2 (District No. 2). Services are provided to the Green Gables mixed use redevelopment (Project) by the District and District No. 2. The District serves the single-family residential portion of the Project and District No. 2 serves the commercial portions of the Project.

The District was organized to provide financing for the design, acquisition, installation and construction of water, sanitation, streets, safety protection, parks and recreation improvements, and operation and maintenance of the District. The District's service area is located in Jefferson County, Colorado.

On November 6, 2012, the District's voters authorized total indebtedness of an amount not to exceed \$245,000,000 for the above listed facilities. The election also approved an annual increase in property taxes of \$2,000,000 without limitation of rate, to pay the District's operation and maintenance costs.

Pursuant to the Service Plan, the District and District No.2 are permitted to issue combined bond indebtedness of up to \$49,000,000. In the future, the District may issue a portion or all of the remaining authorized but unissued general obligation debt for purposes of providing public improvements to support development as it occurs within the District's service area.

The District has no employees and all administrative functions are contracted.

The District prepares its budget on the modified accrual basis of accounting in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

**GREEN GABLES METROPOLITAN DISTRICT NO. 1
2024 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenue

Property Taxes

Property taxes are levied by the District’s Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April, or if in equal installments, at the taxpayer’s election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

The District’s Service Plan sets a mill levy cap of 50.000 mills (subject to adjustment) to pay that portion of debt that equals or exceeds 50.000% of the District’s assessed valuation.

As of December 31, 2023, the adjusted maximum mill levy for debt service is 58.550.

The calculation of the taxes levied is displayed on the Property Tax Summary page of the budget using the adopted mill levy imposed by the District.

For property tax collection year 2024, SB22-238 and SB23B-001 set the assessment rates and actual value reductions as follows:

Category	Rate		Category	Rate	Actual Value Reduction	Amount
Single-Family Residential	6.70%		Agricultural Land	26.40%	Single-Family Residential	\$55,000
Multi-Family Residential	6.70%		Renewable Energy Land	26.40%	Multi-Family Residential	\$55,000
Commercial	27.90%		Vacant Land	27.90%	Commercial	\$30,000
Industrial	27.90%		Personal Property	27.90%	Industrial	\$30,000
Lodging	27.90%		State Assessed	27.90%	Lodging	\$30,000
			Oil & Gas Production	87.50%		

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District’s share will be equal to approximately 7% of the property taxes collected by the General Fund.

Interest Income

Interest earned on the District’s available funds has been estimated based upon an average interest rate of approximately 4%.

**GREEN GABLES METROPOLITAN DISTRICT NO. 1
2024 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenue (continued)

Water Services

The District entered into agreements with Green Gables Development Company, Inc. (“GGDC”), subsequently assigned to Save Ward Lake, LLC (SWL), Green Gables Owners Association, Inc. (“Association”), and Green Gables Metropolitan District No. 2 (District No. 2) whereby the District would purchase water from SWL and sell it to the Association and District No. 2. The Association and District No. 2 would pay all associated costs of the water as well as the associated water facility operations and maintenance costs. The associated budget line items are: Water – Revenue from HOA, Water – acquisition cost.

Expenditures

Administrative and Operating Expenditures

Administrative and operating expenditures include the estimated services necessary to maintain the District’s administrative viability such as legal, management, accounting, insurance, and meeting expense.

County Treasurer’s Fees

County Treasurer’s fees have been computed at 1.5% of property tax collections.

Capital Outlay

The District anticipates infrastructure improvements as noted in the Capital Projects fund.

Debt Service

The principal and interest payments are provided based on the debt amortization schedule for the 2019 Taxable (Convertible to Tax-Exempt) Limited Tax (Convertible to Unlimited Tax) General Obligation Refunding and Improvement Loan.

Reserves

Emergency Reserve

The District has provided for an emergency reserve fund equal to at least 3% of fiscal year spending, as defined under Tabor.

Debt Service Reserve

The District has required \$823,393 in Debt Service reserve fund, which is fully funded.

**GREEN GABLES METROPOLITAN DISTRICT NO. 1
2024 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Debt and Leases

Series 2019 General Obligation Loan

On November 14, 2019, the District entered into a Loan Agreement (“Loan Agreement”) with BBVA Mortgage Corporation (“Lender”) pertaining to a Taxable (Convertible to Tax-Exempt) Limited Tax (Convertible to Unlimited Tax) General Obligation Refunding and Improvement Loan in the amount of \$13,910,000 (the “Loan”). The proceeds of the Loan were used to: a) refund the outstanding Series 2016A and Series 2016B Bonds; (b) pay or reimburse project costs of the District; c) fund the Reserve Fund (as defined in the Loan Agreement); and d) pay the costs of issuing the Loan.

The Loan is secured by and payable from the Pledged Revenue consisting of moneys derived from the following sources, after payment of any costs of collection: a) the Required Mill Levy (as defined in the Loan Agreement); (b) the portion of the Specific Ownership Taxes (as defined in the Loan Agreement) allocable to the amount of the Required Mill Levy; and (c) any other legally available moneys which the District determines, in its absolute discretion, to apply as Pledged Revenue. The Loan is also secured by a Reserve Fund in the amount of \$823,393.

Interest payments are due June 1 and December 1 of each year, commencing on June 1, 2020, and principal payments are due December 1 of each year, beginning December 1, 2020. The Loan is assumed to bear taxable interest at 3.82% through the Conversion Date (as defined in the Loan Agreement) and assumed to bear a tax-exempt interest rate at 3.02% after the Conversion Date on September 16, 2021. The Loan matures on December 1, 2034. Interest not paid when due will be subject to a default rate calculated as the base rate plus 4% until the default is cured. In the case of a post-maturity default, the Loan will bear interest at the Wall Street Prime Rate plus 2%.

Principal payments on the Loan are due and payable in the amounts set forth in the schedule attached. Pursuant to the Loan Agreement, if the District provides the Refinancing Certificate (as defined in the Loan Agreement) to the Lender in accordance with the provisions of the Loan Agreement, such Refinancing Certificate certifying that the District reasonably expects to refinance the Loan on or before the maturity date, the amount due and payable on the Loan for fiscal year 2034 will be assumed to equal \$530,000.

This information is an integral part of the accompanying budget.

**GREEN GABLES METROPOLITAN DISTRICT NO. 1
PRINCIPAL PAYMENT SCHEDULE**

**\$13,910,000 Taxable (Convertible to Tax-Exempt)
Limited Tax (Convertible to Unlimited Tax) General
Obligation Refunding and Improvement Loan**

Bonds and Interest Maturing in the Year Ending December 31,	Series 2019 Dated November 14, 2019 Interest Payable June 1 and December 1 Principal Payable December 1		
	Principal	Interest	Total
2024	\$ 265,000	\$ 402,521	\$ 667,521
2025	275,000	393,307	668,307
2026	295,000	384,886	679,886
2027	305,000	375,854	680,854
2028	330,000	367,519	697,519
2029	340,000	356,410	696,410
2030	365,000	346,000	711,000
2031	375,000	334,824	709,824
2032	415,000	324,227	739,227
2033	430,000	310,634	740,634
2034	530,000	297,468	827,468
2035	320,000	277,387	597,387
2036	350,000	267,723	617,723
2037	370,000	257,153	627,153
2038	410,000	245,979	655,979
2039	430,000	233,597	663,597
2040	470,000	220,611	690,611
2041	500,000	206,417	706,417
2042	545,000	191,317	736,317
2043	570,000	174,858	744,858
2044	620,000	157,644	777,644
2045	655,000	138,920	793,920
2046	710,000	119,139	829,139
2047	750,000	97,697	847,697
2048	810,000	75,047	885,047
2049	1,675,000	50,585	1,725,585
	\$ 13,110,000	\$ 6,607,724	\$ 19,717,724

Green Gables Metropolitan District No. 1
Claims Paid March 27 - November 11, 2024

Process Date	Vendor	Invoice Number	Payment Method	Amount
4/22/2024	BrightView Landscape Services, Inc	Multiple	Vendor Direct	\$ 1,179.10
4/22/2024	CliftonLarsonAllen LLP	L241142519	BILL EFT	15,072.33
4/23/2024	XCEL ENERGY	871823362	Other	83.26
5/15/2024	XCEL ENERGY	874574649	Other	13.91
5/21/2024	CliftonLarsonAllen LLP	L241216766	BILL EFT	6,834.84
5/21/2024	Rocky Mountain Pump Controls LLC	3819	BILL Check	715.00
5/21/2024	Seter Vander Wall P.C.	Multiple	BILL Check	3,971.00
6/13/2024	XCEL ENERGY	878468827	Other	169.87
6/20/2024	BrightView Landscape Services, Inc	Multiple	Vendor Direct	16,988.84
6/21/2024	CliftonLarsonAllen LLP	L241316569	BILL EFT	6,038.06
6/21/2024	Preservation Tree Care	2114	BILL Check	155.00
6/21/2024	Rocky Mountain Pump Controls LLC	3856	BILL Check	460.00
6/21/2024	Save Ward Lake, LLC	Multiple	BILL EFT	5,470.92
6/21/2024	Seter Vander Wall P.C.	87077	BILL Check	924.00
7/12/2024	XCEL ENERGY	882435337	Other	684.64
7/26/2024	BrightView Landscape Services, Inc	Multiple	Vendor Direct	383.44
7/29/2024	CliftonLarsonAllen LLP	L241391097	BILL EFT	4,664.19
7/29/2024	Rocky Mountain Pump Controls LLC	3743	BILL Check	550.00
8/2/2024	BrightView Landscape Services, Inc	Multiple	Vendor Direct	5,967.07
8/5/2024	Rocky Mountain Pump Controls LLC	Multiple	BILL Check	920.00
8/5/2024	Save Ward Lake, LLC	1028	BILL EFT	20,691.44
8/5/2024	Seter Vander Wall P.C.	87180	BILL Check	1,427.00
8/12/2024	XCEL ENERGY	886503807	Other	1,453.56
8/29/2024	BrightView Landscape Services, Inc	Multiple	Vendor Direct	5,672.71
8/29/2024	CliftonLarsonAllen LLP	L241466760	BILL EFT	4,208.91
9/3/2024	XCEL ENERGY	890974547	Other	1,589.66
9/11/2024	Rocky Mountain Pump Controls LLC	3990	BILL Check	460.00
9/11/2024	Save Ward Lake, LLC	1029	BILL EFT	23,328.52
9/11/2024	Seter Vander Wall P.C.	87315	BILL Check	2,129.20
9/23/2024	BrightView Landscape Services, Inc	Multiple	Vendor Direct	16,260.39
9/23/2024	CliftonLarsonAllen LLP	L241538708	BILL EFT	6,389.15
9/23/2024	Save Ward Lake, LLC	1030	BILL EFT	10,419.37
9/23/2024	Seter Vander Wall P.C.	87358	BILL Check	405.00
10/16/2024	XCEL ENERGY	895473223	Other	14.66
10/21/2024	BrightView Landscape Services, Inc	Multiple	Vendor Direct	6,395.55
10/21/2024	CNA Surety Direct Bill	61516585	Vendor Direct	255.00
10/22/2024	CliftonLarsonAllen LLP	L241617076	BILL EFT	4,504.47
10/22/2024	Custom Fence Supply Inc	R326997	BILL Check	26,625.00
10/22/2024	Fiscal Focus Partners, LLC	23209	BILL Check	6,350.00
10/22/2024	Rocky Mountain Pump Controls LLC	4060	BILL Check	460.00
10/22/2024	Save Ward Lake, LLC	1031	BILL EFT	14,859.16
10/22/2024	Seter Vander Wall P.C.	87510	BILL Check	1,040.40
			Total Claims Paid	\$ 226,184.62

GREEN GABLES METROPOLITAN DISTRICT NO. 1
ANNUAL BUDGET
FOR THE YEAR ENDING DECEMBER 31, 2025

GREEN GABLES METROPOLITAN DISTRICT NO. 1
SUMMARY
2025 BUDGET
WITH 2023 ACTUAL AND 2024 ESTIMATED
For the Years Ended and Ending December 31,

11/11/24

	ACTUAL 2023	BUDGET 2024	ACTUAL 6/30/2024	ESTIMATED 2024	BUDGET 2025
BEGINNING FUND BALANCES	\$ 1,405,494	\$ 1,619,750	\$ 1,582,352	\$ 1,582,352	\$ 1,949,758
REVENUES					
Property taxes	930,514	951,704	953,949	952,382	949,795
Specific ownership taxes	66,592	66,620	45,870	82,434	66,485
Developer contribution	-	-	110,594	110,594	-
Interest Income	60,503	67,000	60,772	99,632	79,164
Water - Revenue from HOA	54,688	125,300	54,466	64,000	143,743
Water - Revenue from GGMD NO. 2 HOA	32,730	32,707	26,944	32,000	25,805
Water - Revenue from Lakefront	-	-	-	200	270
Miscellaneous Revenue	2,842	-	-	-	-
Total revenues	<u>1,147,869</u>	<u>1,243,331</u>	<u>1,252,595</u>	<u>1,341,242</u>	<u>1,265,262</u>
Total funds available	<u>2,553,363</u>	<u>2,863,081</u>	<u>2,834,947</u>	<u>2,923,594</u>	<u>3,215,020</u>
EXPENDITURES					
General Fund	270,643	450,000	248,852	296,350	429,000
Debt Service Fund	700,368	680,000	213,463	677,486	681,000
Capital Projects Fund	-	70,030	-	-	81,000
Total expenditures	<u>971,011</u>	<u>1,200,030</u>	<u>462,315</u>	<u>973,836</u>	<u>1,191,000</u>
Total expenditures and transfers out requiring appropriation	<u>971,011</u>	<u>1,200,030</u>	<u>462,315</u>	<u>973,836</u>	<u>1,191,000</u>
ENDING FUND BALANCES	<u>\$ 1,582,352</u>	<u>\$ 1,663,051</u>	<u>\$ 2,372,632</u>	<u>\$ 1,949,758</u>	<u>\$ 2,024,020</u>
EMERGENCY RESERVE	\$ 9,200	\$ 16,100	\$ 13,900	\$ 14,400	\$ 10,800
RESERVE FUND	823,393	823,393	823,393	823,393	823,393
TOTAL RESERVE	<u>\$ 832,593</u>	<u>\$ 839,493</u>	<u>\$ 837,293</u>	<u>\$ 837,793</u>	<u>\$ 834,193</u>

No assurance provided. See summary of significant assumptions.

GREEN GABLES METROPOLITAN DISTRICT NO. 1
PROPERTY TAX SUMMARY INFORMATION
2025 BUDGET
WITH 2023 ACTUAL AND 2024 ESTIMATED
For the Years Ended and Ending December 31,

11/11/24

	ACTUAL 2023	BUDGET 2024	ACTUAL 6/30/2024	ESTIMATED 2024	BUDGET 2025
ASSESSED VALUATION					
Residential	\$ 13,835,345	\$ 16,716,304	\$ 16,716,304	\$ 16,716,304	\$ 16,653,965
Natural resources	6	6	6	6	6
State assessed	2,632	2,624	2,624	2,624	2,861
Vacant land	508,751	491,946	491,946	491,946	491,946
Personal property	264,155	272,425	272,425	272,425	299,451
	<u>14,610,889</u>	<u>17,483,305</u>	<u>17,483,305</u>	<u>17,483,305</u>	<u>17,448,229</u>
Certified Assessed Value	<u>\$ 14,610,889</u>	<u>\$ 17,483,305</u>	<u>\$ 17,483,305</u>	<u>\$ 17,483,305</u>	<u>\$ 17,448,229</u>
MILL LEVY					
General	16.435	16.435	16.435	16.435	16.435
Debt Service	47.253	38.000	38.000	38.000	38.000
Total mill levy	<u>63.688</u>	<u>54.435</u>	<u>54.435</u>	<u>54.435</u>	<u>54.435</u>
PROPERTY TAXES					
General	\$ 240,130	\$ 287,338	\$ 287,338	\$ 287,338	\$ 286,762
Debt Service	690,408	664,366	664,366	664,366	663,033
Levied property taxes	930,538	951,704	951,704	951,704	949,795
Adjustments to actual/rounding	(24)		(37,798)	-	
Budgeted property taxes	<u>\$ 930,514</u>	<u>\$ 951,704</u>	<u>\$ 913,906</u>	<u>\$ 951,704</u>	<u>\$ 949,795</u>
BUDGETED PROPERTY TAXES					
General	<u>\$ 240,124</u>	<u>\$ 287,338</u>	<u>\$ 275,926</u>	<u>\$ 287,338</u>	<u>\$ 286,762</u>
Debt Service	<u>690,390</u>	<u>664,366</u>	<u>637,980</u>	<u>664,366</u>	<u>663,033</u>
	<u>\$ 930,514</u>	<u>\$ 951,704</u>	<u>\$ 913,906</u>	<u>\$ 951,704</u>	<u>\$ 949,795</u>

No assurance provided. See summary of significant assumptions.

GREEN GABLES METROPOLITAN DISTRICT NO. 1
GENERAL FUND
2025 BUDGET
WITH 2023 ACTUAL AND 2024 ESTIMATED
For the Years Ended and Ending December 31,

11/11/24

	ACTUAL 2023	BUDGET 2024	ACTUAL 6/30/2024	ESTIMATED 2024	BUDGET 2025
BEGINNING FUND BALANCES	\$ 268,679	\$ 337,483	\$ 357,266	\$ 357,266	\$ 602,082
REVENUES					
Property taxes	240,124	287,338	288,016	288,016	286,762
Specific ownership taxes	17,184	20,114	13,849	18,392	20,073
Developer contribution	-	-	110,594	110,594	-
Interest Income	11,662	16,000	23,777	27,964	25,000
Water - Revenue from HOA	54,688	125,300	54,466	64,000	143,743
Water - Revenue from GGMD NO. 2 HOA	32,730	32,707	26,944	32,000	25,805
Water - Revenue from Lakefront	-	-	-	200	270
Miscellaneous Revenue	2,842	-	-	-	-
Total revenues	<u>359,230</u>	<u>481,459</u>	<u>517,646</u>	<u>541,166</u>	<u>501,653</u>
TRANSFERS IN					
Total funds available	<u>627,909</u>	<u>818,942</u>	<u>874,912</u>	<u>898,432</u>	<u>1,103,735</u>
EXPENDITURES					
General and administrative					
Accounting	26,500	42,000	23,024	32,000	35,000
Auditing	6,150	6,600	6,350	6,350	6,800
County Treasurer's Fee	3,608	4,310	4,326	4,310	4,301
Dues and Membership	667	700	618	618	649
Insurance	4,888	12,100	11,188	11,188	12,500
District management	43,144	41,000	31,445	43,544	48,000
Legal	33,882	59,000	15,233	20,500	30,000
Miscellaneous	1,044	1,200	-	-	1,200
Election	2,331	-	-	-	5,000
Contingency	-	6,690	-	-	12,150
Website	-	-	-	-	2,000
Operations and maintenance					
Repairs and maintenance	-	10,000	35,765	10,000	10,000
Landscaping	47,331	49,500	34,477	50,920	55,000
Landscaping - Irrigation	-	10,000	2,034	3,000	4,000
Snow removal	2,085	5,500	2,038	4,076	8,000
Water - Acquisition Cost	71,021	155,000	74,769	86,344	161,400
Water Facility O&M	27,992	36,400	7,585	13,500	23,000
Storm drainage	-	10,000	-	10,000	10,000
Total expenditures	<u>270,643</u>	<u>450,000</u>	<u>248,852</u>	<u>296,350</u>	<u>429,000</u>
Total expenditures and transfers out requiring appropriation	<u>270,643</u>	<u>450,000</u>	<u>248,852</u>	<u>296,350</u>	<u>429,000</u>
ENDING FUND BALANCES	<u>\$ 357,266</u>	<u>\$ 368,942</u>	<u>\$ 626,060</u>	<u>\$ 602,082</u>	<u>\$ 674,735</u>
EMERGENCY RESERVE	<u>\$ 9,200</u>	<u>\$ 16,100</u>	<u>\$ 13,900</u>	<u>\$ 14,400</u>	<u>\$ 10,800</u>
TOTAL RESERVE	<u>\$ 9,200</u>	<u>\$ 16,100</u>	<u>\$ 13,900</u>	<u>\$ 14,400</u>	<u>\$ 10,800</u>

No assurance provided. See summary of significant assumptions.

GREEN GABLES METROPOLITAN DISTRICT NO. 1
DEBT SERVICE FUND
2025 BUDGET
WITH 2023 ACTUAL AND 2024 ESTIMATED
For the Years Ended and Ending December 31,

11/11/24

	ACTUAL 2023	BUDGET 2024	ACTUAL 6/30/2024	ESTIMATED 2024	BUDGET 2025
BEGINNING FUND BALANCES	\$ 1,066,785	\$ 1,212,237	\$ 1,153,050	\$ 1,153,050	\$ 1,271,340
REVENUES					
Property taxes	690,390	664,366	665,933	664,366	663,033
Specific ownership taxes	49,408	46,506	32,021	64,042	46,412
Interest Income	46,835	51,000	33,684	67,368	49,500
Total revenues	<u>786,633</u>	<u>761,872</u>	<u>731,638</u>	<u>795,776</u>	<u>758,945</u>
Total funds available	<u>1,853,418</u>	<u>1,974,109</u>	<u>1,884,688</u>	<u>1,948,826</u>	<u>2,030,285</u>
EXPENDITURES					
General and administrative					
County Treasurer's Fee	10,374	9,965	10,003	9,965	9,945
Contingency	-	2,514	-	-	2,748
Debt Service					
Bond interest	409,994	402,521	203,460	402,521	393,307
Bond principal	280,000	265,000	-	265,000	275,000
Total expenditures	<u>700,368</u>	<u>680,000</u>	<u>213,463</u>	<u>677,486</u>	<u>681,000</u>
Total expenditures and transfers out requiring appropriation	<u>700,368</u>	<u>680,000</u>	<u>213,463</u>	<u>677,486</u>	<u>681,000</u>
ENDING FUND BALANCES	<u>\$ 1,153,050</u>	<u>\$ 1,294,109</u>	<u>\$ 1,671,225</u>	<u>\$ 1,271,340</u>	<u>\$ 1,349,285</u>

No assurance provided. See summary of significant assumptions.

GREEN GABLES METROPOLITAN DISTRICT NO. 1
CAPITAL PROJECTS FUND
2025 BUDGET
WITH 2023 ACTUAL AND 2024 ESTIMATED
For the Years Ended and Ending December 31,

11/11/24

	ACTUAL 2023	BUDGET 2024	ACTUAL 6/30/2024	ESTIMATED 2024	BUDGET 2025
BEGINNING FUND BALANCES	\$ 70,030	\$ 70,030	\$ 72,036	\$ 72,036	\$ 76,336
REVENUES					
Interest Income	2,006	-	3,311	4,300	4,664
Total revenues	<u>2,006</u>	<u>-</u>	<u>3,311</u>	<u>4,300</u>	<u>4,664</u>
Total funds available	<u>72,036</u>	<u>70,030</u>	<u>75,347</u>	<u>76,336</u>	<u>81,000</u>
EXPENDITURES					
General and Administrative					
Capital Projects					
Capital outlay	-	70,030	-	-	81,000
Total expenditures	<u>-</u>	<u>70,030</u>	<u>-</u>	<u>-</u>	<u>81,000</u>
Total expenditures and transfers out requiring appropriation	<u>-</u>	<u>70,030</u>	<u>-</u>	<u>-</u>	<u>81,000</u>
ENDING FUND BALANCES	<u>\$ 72,036</u>	<u>\$ -</u>	<u>\$ 75,347</u>	<u>\$ 76,336</u>	<u>\$ -</u>

No assurance provided. See summary of significant assumptions.

**GREEN GABLES METROPOLITAN DISTRICT NO. 1
2025 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

Green Gables Metropolitan District No. 1 (District), a quasi-municipal corporation and political subdivision of the State of Colorado, was organized by Order and Decree of the District Court for Jefferson County recorded on January 10, 2013, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes). The District was organized in conjunction with Green Gables Metropolitan District No. 2 (District No. 2). Services are provided to the Green Gables mixed use redevelopment (Project) by the District and District No. 2. The District serves the single-family residential portion of the Project and District No. 2 serves the commercial portions of the Project.

The District was organized to provide financing for the design, acquisition, installation and construction of water, sanitation, streets, safety protection, parks and recreation improvements, and operation and maintenance of the District. The District's service area is located in Jefferson County, Colorado.

On November 6, 2012, the District's voters authorized total indebtedness of an amount not to exceed \$245,000,000 for the above listed facilities. The election also approved an annual increase in property taxes of \$2,000,000 without limitation of rate, to pay the District's operation and maintenance costs.

Pursuant to the Service Plan, the District and District No.2 are permitted to issue combined bond indebtedness of up to \$49,000,000. In the future, the District may issue a portion or all of the remaining authorized but unissued general obligation debt for purposes of providing public improvements to support development as it occurs within the District's service area.

The District has no employees and all administrative functions are contracted.

The District prepares its budget on the modified accrual basis of accounting in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

**GREEN GABLES METROPOLITAN DISTRICT NO. 1
2025 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenue

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April, or if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

The District's Service Plan sets a mill levy cap of 50.000 mills (subject to adjustment) to pay that portion of debt that equals or exceeds 50.000% of the District's assessed valuation.

As of December 31, 2024, the adjusted maximum mill levy for debt service is 59.076.

The calculation of the taxes levied is displayed on the Property Tax Summary page of the budget using the adopted mill levy imposed by the District.

For property tax collection year 2025, SB22-238, SB23B-001, SB24-233, and HB24B-1001 set the assessment rates and actual value reductions as follows:

Category	Rate	Category	Rate	Actual Value Reduction	Amount
Single-Family Residential	6.70%	Agricultural Land	26.40%	Single-Family Residential	\$55,000
Multi-Family Residential	6.70%	Renewable Energy Land	26.40%	Multi-Family Residential	\$55,000
Commercial	27.90%	Vacant Land	27.90%	Commercial	\$30,000
Industrial	27.90%	Personal Property	27.90%	Industrial	\$30,000
Lodging	27.90%	State Assessed	27.90%	Lodging	\$30,000
		Oil & Gas Production	87.50%		

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 7% of the property taxes collected by the General Fund.

Interest Income

Interest earned on the District's available funds has been estimated based upon an average interest rate of approximately 4%.

**GREEN GABLES METROPOLITAN DISTRICT NO. 1
2025 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenue (continued)

Water Services

The District entered into agreements with Green Gables Development Company, Inc. (“GGDC”), subsequently assigned to Save Ward Lake, LLC (SWL), Green Gables Owners Association, Inc. (“Association”), and Green Gables Metropolitan District No. 2 (District No. 2) whereby the District would purchase water from SWL and sell it to the Association and District No. 2. The Association and District No. 2 would pay all associated costs of the water as well as the associated water facility operations and maintenance costs. The associated budget line items are: Water – Revenue from HOA, Water – acquisition cost.

Expenditures

Administrative and Operating Expenditures

Administrative and operating expenditures include the estimated services necessary to maintain the District’s administrative viability such as legal, management, accounting, insurance, and meeting expense.

County Treasurer’s Fees

County Treasurer’s fees have been computed at 1.5% of property tax collections.

Capital Outlay

The District anticipates infrastructure improvements as noted in the Capital Projects fund.

Debt Service

The principal and interest payments are provided based on the debt amortization schedule for the 2019 Taxable (Convertible to Tax-Exempt) Limited Tax (Convertible to Unlimited Tax) General Obligation Refunding and Improvement Loan.

Reserves

Emergency Reserve

The District has provided for an emergency reserve fund equal to at least 3% of fiscal year spending, as defined under Tabor.

Debt Service Reserve

The District has required \$823,393 in Debt Service reserve fund, which is fully funded.

GREEN GABLES METROPOLITAN DISTRICT NO. 1
2025 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS

Debt and Leases

Series 2019 General Obligation Loan

On November 14, 2019, the District entered into a Loan Agreement (“Loan Agreement”) with BBVA Mortgage Corporation (“Lender”) pertaining to a Taxable (Convertible to Tax-Exempt) Limited Tax (Convertible to Unlimited Tax) General Obligation Refunding and Improvement Loan in the amount of \$13,910,000 (the “Loan”). The proceeds of the Loan were used to: (a) refund the outstanding Series 2016A and Series 2016B Bonds; (b) pay or reimburse project costs of the District; (c) fund the Reserve Fund (as defined in the Loan Agreement); and (d) pay the costs of issuing the Loan.

The Loan is secured by and payable from the Pledged Revenue consisting of moneys derived from the following sources, after payment of any costs of collection: (a) the Required Mill Levy (as defined in the Loan Agreement); (b) the portion of the Specific Ownership Taxes (as defined in the Loan Agreement) allocable to the amount of the Required Mill Levy; and (c) any other legally available moneys which the District determines, in its absolute discretion, to apply as Pledged Revenue. The Loan is also secured by a Reserve Fund in the amount of \$823,393.

Interest payments are due June 1 and December 1 of each year, commencing on June 1, 2020, and principal payments are due December 1 of each year, beginning December 1, 2020. The Loan is assumed to bear taxable interest at 3.82% through the Conversion Date (as defined in the Loan Agreement) and assumed to bear a tax-exempt interest rate at 3.02% after the Conversion Date on September 16, 2021. The Loan matures on December 1, 2034. Interest not paid when due will be subject to a default rate calculated as the base rate plus 4% until the default is cured. In the case of a post-maturity default, the Loan will bear interest at the Wall Street Prime Rate plus 2%.

Principal payments on the Loan are due and payable in the amounts set forth in the schedule attached. Pursuant to the Loan Agreement, if the District provides the Refinancing Certificate (as defined in the Loan Agreement) to the Lender in accordance with the provisions of the Loan Agreement, such Refinancing Certificate certifying that the District reasonably expects to refinance the Loan on or before the maturity date, the amount due and payable on the Loan for fiscal year 2034 will be assumed to equal \$530,000.

This information is an integral part of the accompanying budget.

**GREEN GABLES METROPOLITAN DISTRICT NO. 1
PRINCIPAL PAYMENT SCHEDULE**

**\$13,910,000 Taxable (Convertible to Tax-Exempt)
Limited Tax (Convertible to Unlimited Tax) General
Obligation Refunding and Improvement Loan**

Series 2019

Dated November 14, 2019

Interest Payable June 1 and December 1

Principal Payable December 1

**Bonds and Interest
Maturing in the
Year Ending
December 31,**

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2025	\$ 275,000	\$ 393,307	\$ 668,307
2026	295,000	384,886	679,886
2027	305,000	375,854	680,854
2028	330,000	367,519	697,519
2029	340,000	356,410	696,410
2030	365,000	346,000	711,000
2031	375,000	334,824	709,824
2032	415,000	324,227	739,227
2033	430,000	310,634	740,634
2034	530,000	297,468	827,468
2035	320,000	277,387	597,387
2036	350,000	267,723	617,723
2037	370,000	257,153	627,153
2038	410,000	245,979	655,979
2039	430,000	233,597	663,597
2040	470,000	220,611	690,611
2041	500,000	206,417	706,417
2042	545,000	191,317	736,317
2043	570,000	174,858	744,858
2044	620,000	157,644	777,644
2045	655,000	138,920	793,920
2046	710,000	119,139	829,139
2047	750,000	97,697	847,697
2048	810,000	75,047	885,047
2049	1,675,000	50,585	1,725,585
	<u>\$ 12,845,000</u>	<u>\$ 6,205,203</u>	<u>\$ 19,050,203</u>

No assurance provided. See summary of significant assumptions.

GREEN GABLES METROPOLITAN DISTRICT NO. 1

A RESOLUTION CALLING FOR THE 2025 REGULAR DISTRICT ELECTION AND APPOINTING A DESIGNATED ELECTION OFFICIAL

WHEREAS, the Green Gables Metropolitan District No. 1 (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado and a duly organized and existing special district pursuant to Title 32, Article 1, C.R.S.; and

WHEREAS, the terms of office of Directors Robert Robitaille, Mark Arreguin, and Les Steckler, shall expire after their successors are elected at the regular special district election to be held on May 6, 2025 (“**Election**”) and have taken office; and

WHEREAS, in accordance with the provisions of the Special District Act, Title 32, C.R.S. (“**Act**”); the Uniform Election Code of 1992 and the Colorado Local Government Election Code, Title 1, Article 13.5, C.R.S., the “**Code**”); the Election must be conducted to elect two (2) Directors to serve for a term of four (4) years terms; and one (1) Director to serve a term of two (2) years; and

NOW, THEREFORE, be it resolved by the Board of Directors of the Green Gables Metropolitan District No. 1 in the County of Jefferson, State of Colorado that:

1. The regular election of the eligible electors of the District shall be held on May 6, 2025, between the hours of 7:00 a.m. and 7:00 p.m. pursuant to and in accordance with the Election Laws, and other applicable laws. At that time, two (2) Directors will be elected to serve four-year terms, and one Director will be elected to serve a two-year term.

2. The Election shall be conducted as a mail ballot election in accordance with all relevant provisions of the Election Laws. The Designated Election Official shall prepare the Plan for conducting the mail ballot Election. There shall be no election precinct or polling place. All mail ballots shall be returned to the Designated Election Official’s office, located at 7400 E Orchard Road, Suite 3300, Greenwood Village, Colorado 8011.

3. The Board of Directors hereby designates Catherine T. Bright as the Designated Election Official for the conduct of the Election on behalf of the District and he is hereby authorized and directed to proceed with any action necessary or appropriate to effectuate the provisions of this Resolution and of the Election Laws or other applicable laws. Among other matters, the Designated Election Official shall publish the call for nominations, appoint election judges as necessary, appoint the Canvass Board, arrange for the required notices of election, printing of ballots, and direct that all other appropriate actions be accomplished.

4. Self-Nomination and Acceptance forms are available at the Designated Election Official’s office located at the above address or email cbright@svwpc.com. All candidates must file a Self-Nomination and Acceptance form with the Designated Election Official no earlier than January 1, 2025, nor later than the close of business on Friday, February 28, 2025.

5. If the only matter before the electors is the election of Directors of the District and if, at the close of business on March 4, 2025, there are not more candidates than offices to be filled at the Election, including candidates timely filing affidavits of intent no later than February 28, 2025, the Designated Election Official shall cancel the Election and declare the candidates elected. Notice of such cancellation shall be published and posted in accordance with the Code.

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

7. Any and all actions previously taken by the Designated Election Official, the Secretary of the Board of Directors, or any other persons acting on their behalf pursuant to the Election Laws or other applicable laws, are hereby ratified and confirmed.

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

9. The provisions of this Resolution shall take effect immediately.

ADOPTED this 18th day of November, 2024.

GREEN GABLES METROPOLITAN
DISTRICT NO. 1

By _____
President

ATTEST:

By _____
Secretary or Assistant Secretary

Renewal Documents and Invoice 1/1/2025 to EOD 12/31/2025

Acceptance of this coverage is evidenced only by payment of the enclosed invoice by January 1, 2025.

The following renewal documents are attached where applicable:

1. Invoice: Payment is due by January 1, 2025. Please return a copy of the invoice with your payment to ensure it is applied correctly. We have attached Payment Instructions providing details on how to make payment and when cancellation could occur.
2. Comparison of Annual Contributions.
3. Deductible Options:
 - Provides the difference in cost by coverage line if you were to increase or decrease the deductible for that specific coverage.
4. Quote for Excess Liability limits for your consideration:
 - Limits of up to \$8 million, in excess of the primary \$2 million Liability limit, are available. Although the primary \$2 million Liability limit is sufficient to cover the CGIA tort cap, we do recommend you consider purchasing higher limits primarily due to special districts' unlimited liability to federal civil rights, discrimination, harassment, whistle blowing, and other employment-related practices claims.
5. Coverage Declaration Pages: Informational page summarizing the key points about the coverage provided including limits and deductible descriptions for all coverage provided. Full coverage forms will be available at csdpool.org/documents by January 1, 2025.
6. Schedules: Lists of exposures and values.
7. Certificates of coverage: Originals are mailed directly to each Certificate Holder when applicable.
8. Automobile identification cards: Hard copies will be mailed when applicable.



Property and Liability Coverage Invoice

Named Member:

Green Gables Metropolitan District No. 1
c/o CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111

Broker of Record:

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

Coverage No.	Entity ID	Effective Date	Expiration Date	Invoice Date
25PL-61189-2957	61189	1/1/2025	EOD 12/31/2025	11/6/2024

Coverage	Contribution
General Liability	\$2,316.00
Property	\$5,997.00
Crime	\$181.00
Non-Owned Auto Liability	\$132.00
Hired Auto Physical Damage	\$65.00
Equipment Breakdown	\$316.00
No-Fault Water Intrusion & Sewer Backup	\$187.00
Public Officials Liability	\$1,163.00
Excess	\$1,250.00
Pollution	\$0.00

Total Contribution	\$11,607.00
---------------------------	--------------------

Estimated Annualized Contribution (for budgeting purposes only) \$11,607.00

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

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

4.83% Continuity Credit Discount

8% Multi Program Discount for WC Program Participation

Payment Due by January 1, 2025

The total contribution includes a 10% Commission, which calculates to \$1,160.70 paid to the broker reflected above.

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

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

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



Payment Instructions

We accept the following payment methods:

1. Online using **E-Bill Express** (www.e-billexpress.com/ebpp/CSDPool). An FAQ is available at the bottom of the landing page. For detailed instructions, please click [here](#).
2. Mail your check to:

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

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

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

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

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

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

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

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

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

Annual Comparison of 2025 and 2024 contributions.
Loss Ratios based on participation years from 2016 to 2023

Green Gables Metropolitan District No. 1

Year	Contribution
2025	\$11,607.00
2024	\$10,738.00
Difference	\$869.00
% Difference	8.09%

General Liability	Contribution	TOE
Yr. 2025	\$2,316.00	\$417,950.00
Yr. 2024	\$1,977.00	\$285,797.00
Difference	\$339.00	NaN
% Difference	17.15%	0.00%
Loss Ratio	0.00%	

Equipment Breakdown	Contribution
Yr. 2025	\$316.00
Yr. 2024	\$309.00
Difference	\$7.00
% Difference	2.27%
Loss Ratio	0.00%

Auto Liability	Contribution	Auto Count
Yr. 2025	\$132.00	0
Yr. 2024	\$132.00	0
Difference		0
% Difference	NaN	0.00%
Loss Ratio	0.00%	

Crime	Contribution
Yr. 2025	\$181.00
Yr. 2024	\$178.00
Difference	\$3.00
% Difference	1.69%
Loss Ratio	0.00%

Auto Physical Damage	Contribution	TIV
Yr. 2025	\$65.00	\$0.00
Yr. 2024	\$65.00	\$0.00
Difference		\$0.00
% Difference	NaN	0.00%
Loss Ratio	0.00%	

Public Officials Liability	Contribution	EE Count
Yr. 2025	\$1,163.00	0
Yr. 2024	\$1,163.00	0
Difference	\$0.00	0
% Difference	0.00%	0.00%
Loss Ratio	0.00%	

Property/Inland Marine	Contribution	TIV
Yr. 2025	\$5,997.00	\$1,015,623.00
Yr. 2024	\$5,504.00	\$1,007,988.00
Difference	\$493.00	\$7,635.00
% Difference	8.96%	0.76%
Loss Ratio	0.00%	

Excess Liability	Contribution
Yr. 2025	\$1,250.00
Yr. 2024	\$1,250.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Earthquake	Contribution
Yr. 2025	\$0.00
Yr. 2024	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Flood	Contribution
Yr. 2025	\$0.00
Yr. 2024	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

No Fault	Contribution
Yr. 2025	\$187.00
Yr. 2024	\$160.00
Difference	\$27.00
% Difference	16.88%
Loss Ratio	0.00%



Deductible Options

Green Gables Metropolitan District No. 1

Based on Coverage 25PL-61189-2957 data as of 11/6/2024

Auto Liability

General Liability	
<i>\$0.00</i>	\$2,316.00
<i>\$500.00</i>	\$1,971.00
<i>\$1,000.00</i>	\$1,890.00
<i>\$2,500.00</i>	\$1,808.00
<i>\$5,000.00</i>	\$1,727.00
<i>\$7,500.00</i>	\$1,696.00
<i>\$10,000.00</i>	\$1,646.00

Auto Physical Damage
Comprehensive and Collision Deductibles

Property	
Property and Inland Marine Deductibles (IM Max	
<i>Both \$250.00</i>	\$7,111.00
<i>Both \$500.00</i>	\$6,093.00
<i>Both \$1,000.00</i>	\$5,997.00
<i>Both \$2,500.00</i>	\$5,913.00
<i>Both \$5,000.00</i>	\$5,852.00
<i>Property \$7,500.00</i>	\$5,791.00
<i>Property \$10,000.00</i>	\$5,716.00
<i>Property \$25,000.00</i>	\$5,453.00
<i>Property \$50,000.00</i>	\$5,188.00
<i>Property \$100,000.00</i>	\$4,877.00
\$5,000)	

No-Fault	
\$500.00	\$187.00
\$1,000.00	\$131.00
\$2,500.00	\$122.00
\$5,000.00	\$94.00
\$7,500.00	\$84.00

Public Officials Liability	
EPLI \$100,000 &:	
POL \$1,000.00	\$1,163.00
POL \$2,500.00	\$1,163.00
POL \$5,000.00	\$1,163.00
POL \$7,500.00	\$1,163.00
POL \$10,000.00	\$1,163.00
POL \$1,000 &:	
EPLI \$5,000.00	\$2,747.00
EPLI \$7,500.00	\$2,452.00
EPLI \$10,000.00	\$2,156.00
EPLI \$25,000.00	\$1,565.00
EPLI \$50,000.00	\$1,269.00
EPLI \$100,000.00	\$1,163.00

Equipment Breakdown	
\$1,000.00	\$316.00
\$2,500.00	\$310.00
\$5,000.00	\$282.00
\$7,500.00	\$275.00
\$10,000.00	\$266.00



2025 Excess Liability Options Proposal

This Proposal Does Not Bind Coverage

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

Named Member: Green Gables Metropolitan District No. 1

Certificate Number: 25PL-61189-2957

<u>Excess Limit</u>	<u>Annual Excess Contribution</u>	<u>Change in Contribution</u>
\$1,000,000	\$524	\$-726
\$2,000,000	\$760	\$-490
\$3,000,000	\$874	\$-376
\$4,000,000	\$1,020	\$-230
\$5,000,000*	\$1,250	\$0
\$6,000,000	\$1,500	\$250
\$7,000,000	\$1,750	\$500
\$8,000,000	\$2,000	\$750

* This is your current excess limit.

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

11/6/2024



Public Entity Liability and Auto Physical Damage Certificate Holder Declaration

Master Coverage Document Number: CSD Pool CT C 01 01 25 and CSD Pool PEL 01 01 25

Certificate Number: 25PL-61189-2957

Coverage Period: 1/1/2025 to EOD 12/31/2025

Named Member:

Green Gables Metropolitan District No. 1
 c/o CliftonLarsonAllen LLP
 8390 E. Crescent Parkway, Suite 300
 Greenwood Village, CO 80111

Broker of Record:

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

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

Coverage	Per Occurrence Limit	Annual Aggregate Limit	Deductible	Contribution
Public Entity Liability Coverage including:	\$2,000,000	None		
General Liability	Included	None	None	\$2,316
Medical Payments - Premises	\$10,000	None	None	Included
Employee Benefits Liability	Included	None	None	Included
Public Officials Liability	Included	None	\$1,000	\$1,163
Employment Practices Liability	Included	None	*\$100,000	Included
Pre Loss Legal Assistance	\$5,000	\$10,000	None	Included
No-Fault Water Intrusion & Sewer Backup	\$200,000 limited to \$10,000 Any One Premises	***\$1,000,000	\$500	\$187
Cyber	\$200,000	**\$200,000	\$1,000	Included
Fiduciary Liability	\$200,000	**\$200,000	\$1,000	Included
Excess Liability - Coverage agreements A,B,C,D	\$5,000,000	None	None	\$1,250
Auto Liability	No Coverage	No Coverage	N/A	No
Medical Payments – Auto	No Coverage	No Coverage	N/A	No
Non-Owned and Hired Auto Liability	Included	None	None	\$132
Uninsured/Underinsured Motorists Liability	No Coverage	No Coverage	N/A	No
Auto Physical Damage	No Coverage	No Coverage	N/A	No
Hired Auto Physical Damage	\$50,000	N/A	\$500/\$500	\$65
Auto Physical Damage – Employee Deductible Reimbursement	\$2,500	N/A	None	Included

Total Contribution \$5,113

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

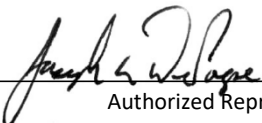
**A \$5,000,000 All Member Annual Aggregate Limit shall apply to Cyber.

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

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

Additional Endorsements applicable to Member:

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

Countersigned by: 
 Authorized Representative



Property Certificate Holder Declaration

Master Coverage Document Number: CSD Pool CTC 01 01 25 and CSD Pool Property 01 01 25

Certificate Number: 25PL-61189-2957

Coverage Period: 1/1/2025 to EOD 12/31/2025

Named Member:

Green Gables Metropolitan District No. 1
c/o CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111

Broker of Record:

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

Limit of Coverage per Occurrence:

\$1,015,623 Reported Buildings, Business Personal Property, Other Scheduled Items, Outdoor Property and EDP per Schedule.

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

\$ Inland Marine Scheduled items.

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

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

Locations Covered:

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

Report of Values:

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

Perils Covered:

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

Deductibles:

\$1,000 Per Occurrence, except where noted on Member's Schedules

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

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

Contribution:

\$5,997

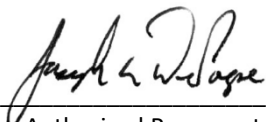
Additional Endorsements applicable to Member:

Cosmetic Damage Exclusion

Wind and Hail Deductible Endorsement

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

Countersigned by:



Authorized Representative



PROPERTY ENDORSEMENT

Named Member: Green Gables Metropolitan District No. 1	Endorsement: CSD Pool Wind Hail Deductible 01 01 23
Certificate Number: 25PL-61189-2957	Effective Date of Endorsement: 1/1/2025
Issued By: Colorado Special Districts Property and Liability Pool	

This endorsement modifies coverage provided under the following:

PROPERTY COVERAGE DOCUMENT

WIND AND HAIL DEDUCTIBLE

PLEASE READ IT CAREFULLY

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

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

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

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

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

PROPERTY ENDORSEMENT

Named Member: Green Gables Metropolitan District No. 1	Endorsement: CSD Pool Cosmetic Damage Exclusion 01 01 25
Certificate Number: 25PL-61189-2957	Effective Date of Endorsement: 1/1/2025
Issued By: Colorado Special Districts Property and Liability Pool	

This endorsement modifies the coverage provided under the following:

**PROPERTY COVERAGE DOCUMENT
COSMETIC DAMAGE EXCLUSION
PLEASE READ IT CAREFULLY**

The following is added to Section 8 PERILS EXCLUDED:

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

For purposes of this endorsement, the following is added to SECTION 35 ADDITIONAL DEFINITIONS:

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

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

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

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



Equipment Breakdown Declarations

Master Coverage Document Number: CSD Pool EB 01 01 21

Certificate Number: 25PL-61189-2957

Coverage Period: 1/1/2025 to EOD 12/31/2025

Named Member:

Green Gables Metropolitan District No. 1
c/o CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111

Broker of Record:

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

Covered Equipment:

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

Locations:

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

Equipment Breakdown Limit: \$547,193 Scheduled Property

Sub Limits:

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

Deductible: \$1,000 per Occurrence

Contribution: \$316

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

Countersigned by: _____

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

Authorized Representative

Crime Certificate Holder Declaration

Master Coverage Document Number: J05931794
Certificate Number: 25PL-61189-2957

Insurer: Federal Insurance Company (Chubb)
Coverage Period: 1/1/2025 to EOD 12/31/2025

Named Member:

Green Gables Metropolitan District No. 1
c/o CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111

Broker of Record:

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

Covered Designated Agent(s):

Coverages and Limits:

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

Deductible(s):

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

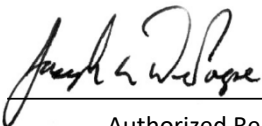
Contribution:

\$181

Policy Forms:

PF-52815 (04/20)	The Chubb Primary SM Commercial Crime Insurance
MS-372431 (02/24)	Governmental Entity (Colorado Special Districts Pool) Endorsement
PF-53127 (02/21)	Colorado Amendatory Endorsement
MS-371960.3 (09/23)	Social Engineering Fraud Official Authorization Endorsement

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

Countersigned by:  _____
Authorized Representative



Identity Recovery Certificate Holder Declaration

Master Coverage Policy Number:

CSD 2009 CP IDR Form 01 01 21

Insurer:

The Hartford Steam Boiler Inspection
and Insurance Company

Certificate Number: 25PL-61189-2957

Coverage Period: 1/1/2025 to EOD 12/31/2025

Named Member:

Green Gables Metropolitan District No. 1
c/o CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111

Broker of Record:

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

Member:

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

Coverage:

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

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

Annual Aggregate Limit per Member: \$35,000

Case Management Service Expenses - does not reduce the limit available

Legal Costs - reduces the limit available

Sub Limits:

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

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

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

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

Countersigned by:

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

Authorized Representative



Environmental Legal Liability Certificate Holder Declaration

Master Policy Number: ER00A9V25

Certificate Number: 25PL-61189-2957

Named Member:

Green Gables Metropolitan District No. 1
c/o CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111

Insurer: Aspen Specialty Insurance Company

Coverage Period: 1/1/2025 to EOD 12/31/2025

Broker of Record:

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

Claims-Made Coverage:

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

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

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

Member Deductible: \$1,000 Each Pollution Incident

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

Partial List of Exclusions:

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

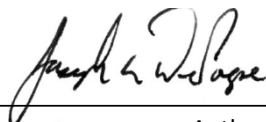
Policy Forms:

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

Additional Endorsements Applicable to Named Member:

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all coverage terms under the Pollution Liability Policy #EV00A9V25 issued by Aspen Specialty Insurance Company. This Certificate represents a brief summary of coverages. Please refer to the Master Coverage Document for all coverage terms, conditions and exclusions.

Countersigned by:



Authorized Representative

Terrorism, Sabotage and Malicious Attack Certificate Holder Declaration

Master Coverage:

Physical Loss or Physical Damage
Terrorism Liability
Malicious Attack
Malicious Attack combined liability

Insurer:

Lloyds, Hiscox Syndicate 33

Certificate Number: 25PL-61189-2957

Coverage Period: 1/1/2025 to EOD 12/31/2025

Named Member:

Green Gables Metropolitan District No. 1
c/o CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111

Broker of Record:

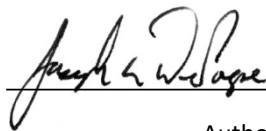
Highstreet TCW Risk Management
384 Inverness Parkway
Suite 170
Englewood, CO 80112

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

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

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

Countersigned by:



Authorized Representative

**General Liability Schedule
Metropolitan District**

Policy Number: 25PL-61189-2957
Named Member: Green Gables Metropolitan District
No. 1

Coverage Period: 1/1/2025 – EOD 12/31/2025
Broker: Highstreet TCW Risk Management

Code	Description	Unit	Amount	Effective Date	Expiration Date
1	1-Number of Skate Board Parks	Total	0.00	1/1/2025	12/31/2025
2	2-Number of Diving Boards	Total	0.00	1/1/2025	12/31/2025
3	3-Number of Water Slides	Total	0.00	1/1/2025	12/31/2025
4	4-Maximum Bond Issued	Dollars	0.00	1/1/2025	12/31/2025
5	5-Number of Bonds Issued	Total	0.00	1/1/2025	12/31/2025
20	20-Day Care Operations - Total Annual Payroll	Dollars	0.00	1/1/2025	12/31/2025
30	30-Number of EMT Personnel	Total	0.00	1/1/2025	12/31/2025
32	32-Paid Firefighters - Non-EMT	Total	0.00	1/1/2025	12/31/2025
37	37-Pipe Line - Under Drain	Miles	0.00	1/1/2025	12/31/2025
39	39-Pipe Line	Miles	0.00	1/1/2025	12/31/2025
42	42-Pipe Line - Sewer	Miles	0.00	1/1/2025	12/31/2025
43	43-Pipe Line - Sewer / Storm Drainage Combined	Miles	0.00	1/1/2025	12/31/2025
50	50-Number of Teachers	Total	0.00	1/1/2025	12/31/2025
70	70-Number of Golf Courses	Total	0.00	1/1/2025	12/31/2025
80	80-Number of Go Cart Tracks	Total	0.00	1/1/2025	12/31/2025
98	98-Additional First Named Members	Total	0.00	1/1/2025	12/31/2025
105	105-Total Operating Expenses - Any other	Dollars	417,950.00	1/1/2025	12/31/2025
130	130-Total Operating Expenses - Park & Recreation	Dollars	0.00	1/1/2025	12/31/2025
131	131-Total Operating Expenses - Cemetery	Dollars	0.00	1/1/2025	12/31/2025

132	132-Total Operating Expenses - Soil & Water Conservation	Dollars	0.00	1/1/2025	12/31/2025
133	133-Total Operating Expenses - Pest Control	Dollars	0.00	1/1/2025	12/31/2025
134	134-Total Operating Expenses - Hospital / Health	Dollars	0.00	1/1/2025	12/31/2025
135	135-Total Operating Expenses - Drainage	Dollars	0.00	1/1/2025	12/31/2025
136	136-Total Operating Expenses - Library	Dollars	0.00	1/1/2025	12/31/2025
137	137-Total Operating Expenses - Water Control	Dollars	0.00	1/1/2025	12/31/2025
138	138-Total Operating Expenses - Fire / Ambulance	Dollars	0.00	1/1/2025	12/31/2025
139	139-Total Operating Expenses - Water	Dollars	0.00	1/1/2025	12/31/2025
140	140-Total Operating Expenses - Irrigation	Dollars	0.00	1/1/2025	12/31/2025
141	141-Total Operating Expenses - Sanitation	Dollars	0.00	1/1/2025	12/31/2025
142	142-Total Operating Expenses - Transit	Dollars	0.00	1/1/2025	12/31/2025
143	143-Total Operating Expenses - Improvement	Dollars	0.00	1/1/2025	12/31/2025
151	151-Total Operating Expenses - Sanitation MW Discounted	Dollars	0.00	1/1/2025	12/31/2025
215	215-Buildings & Premises Occupied by District	Sq. Ft.	0.00	1/1/2025	12/31/2025
250	250-Number of Homes – Covenant Enforcement/Design Review Services under District Authority	Total	0.00	1/1/2025	12/31/2025
270	270-Number of Aboveground Storage Tanks (excluding water tanks)	Total	0.00	1/1/2025	12/31/2025
331	331-Number of Paid Firefighters - Full-Time	Total	0.00	1/1/2025	12/31/2025
332	332-Number of Paid Firefighters - Part-Time	Total	0.00	1/1/2025	12/31/2025
333	333-Number of Volunteer Firefighters	Total	0.00	1/1/2025	12/31/2025
334	334-Number of Paid EMT - Full-Time	Total	0.00	1/1/2025	12/31/2025
335	335-Number of Paid EMT - Part-Time	Total	0.00	1/1/2025	12/31/2025
341	341-Time Spent by Club/Recreation/Camp Volunteers	Hours	0.00	1/1/2025	12/31/2025
342	342-Time Spent by Day Care Volunteers	Hours	0.00	1/1/2025	12/31/2025
344	344-Time Spent by Event Organizer Volunteers	Hours	0.00	1/1/2025	12/31/2025

345	345-Time Spent by General Volunteers	Hours	0.00	1/1/2025	12/31/2025
348	348-Number of Board Members	Total	5.00	1/1/2025	12/31/2025
350	350-Number of Permanent Employees - Full-Time	Total	0.00	1/1/2025	12/31/2025
351	351-Number of Permanent Employees - Part-Time	Total	0.00	1/1/2025	12/31/2025
366	366-Total Payroll	Dollars	0.00	1/1/2025	12/31/2025
400	400-Number of Boats - Under 26'	Total	0.00	1/1/2025	12/31/2025
411	411-Total Water Delivered Annually - Millions of Gallons (MGAL)	MGAL	0.00	1/1/2025	12/31/2025
414	414-Playground/parks (Area)	Acres	0.00	1/1/2025	12/31/2025
415	415-Number of Grandstands/Stadiums	Total	0.00	1/1/2025	12/31/2025
420	420-Vacant Land	Acres	0.00	1/1/2025	12/31/2025
450	450-Miles of Road Maintained	Miles	0.00	1/1/2025	12/31/2025
522	522-Number of Ponds, Lakes & Reservoirs	Total	3.00	1/1/2025	12/31/2025
550	550-Fire Department Area Served	Sq Miles	0.00	1/1/2025	12/31/2025
671	671-Number of Parks	Total	0.00	1/1/2025	12/31/2025
710	710-Dams - Class 1 - Low Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2025	12/31/2025
712	712-Dams - Class 1 - Low Hazard - Number of Dams	Count	0.00	1/1/2025	12/31/2025
720	720-Dams - Class 2 - Med Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2025	12/31/2025
722	722-Dams - Class 2 - Med Hazard - Number of Dams	Count	0.00	1/1/2025	12/31/2025
730	730-Dams - Class 3 - High Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2025	12/31/2025
732	732-Dams - Class 3 - High Hazard - Number of Dams	Count	0.00	1/1/2025	12/31/2025
811	811-Number of Spillways	Total	0.00	1/1/2025	12/31/2025
900	900-Services Contracted out to Others	Dollars	360,400.00	1/1/2025	12/31/2025
924	924-Revenue from use of Swimming Pools	Dollars	0.00	1/1/2025	12/31/2025
925	925-Number of Swimming Pools	Total	0.00	1/1/2025	12/31/2025

945	945-Number of Sewage Taps	Total	0.00	1/1/2025	12/31/2025
946	946-Number of Water Mains or Connections	Total	0.00	1/1/2025	12/31/2025
947	947-Sewer and/or Sanitation Line Maintenance (budget)	Dollars	0.00	1/1/2025	12/31/2025
948	948-Water Line Maintenance (budget)	Dollars	0.00	1/1/2025	12/31/2025
997	997-Number of district sponsored Events/Fundraisers - No Alcohol Served	Total	0.00	1/1/2025	12/31/2025
998	998-Number of District sponsored Events/Fundraisers – With Alcohol Served	Total	0.00	1/1/2025	12/31/2025
999	999-Prior Acts Coverage Under a Previous "Claims Made" Policy	Premium	0.00	1/1/2025	12/31/2025

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



Property Schedule

Coverage Period: 1/1/2025-EOD 12/31/2025

Named Member:

Green Gables Metropolitan District No. 1

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$1,000.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#		Unique#	PROP-00116670	Frame	2	Replacement	Buildings:	\$547,193.00	\$2,893	\$	\$
Pumphouse	Year Built:			Term:	1/1/2025 to 12/31/2025		Contents:	\$ 0.00			
6850 W. Adriatic Ave.	Sq. Feet:			County:	Jefferson	Ded:	EDP:	\$ 0.00			
Lakewood, CO 80232	# Stories			Flood Zone:	Zone X		Business Inc:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No			Excess Flood Applies: No			UG Pipes:	\$ 0.00			
							Otherwise Classified:	\$ 0.00			

Location / Premise#		Unique#	PROP-00116667	Not Assigned	2	Replacement	Buildings:	\$ 0.00	\$228	\$	\$
Bridge	Year Built:			Term:	1/1/2025 to 12/31/2025		Contents:	\$ 0.00			
S. Reed St. (39.680510519052994, -105.07361998658399)	Sq. Feet:			County:	Jefferson	Ded:	EDP:	\$ 0.00			
Lakewood, CO 80232	# Stories			Flood Zone:	Zone X		Business Inc:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No			Excess Flood Applies: No			UG Pipes:	\$ 0.00			
							Otherwise Classified:	\$34,476.00			

Location / Premise#		Unique#	PROP-00116666	Not Assigned	2	Replacement	Buildings:	\$ 0.00	\$228	\$	\$
Bridge	Year Built:			Term:	1/1/2025 to 12/31/2025		Contents:	\$ 0.00			
S. Upham St. (39.68045315855427, -105.07721511043893)	Sq. Feet:			County:	Jefferson	Ded:	EDP:	\$ 0.00			
Lakewood, CO 80232	# Stories			Flood Zone:	Zone X		Business Inc:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No			Excess Flood Applies: No			UG Pipes:	\$ 0.00			
							Otherwise Classified:	\$34,476.00			



Property Schedule

Coverage Period: 1/1/2025-EOD 12/31/2025

Named Member:

Green Gables Metropolitan District No. 1

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$1,000.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#		Unique#	PROP-00116668	Not Assigned	2	Replacement	Buildings:	\$ 0.00	\$121	\$	\$
Entry Columns (4)	Year Built:			Term:	1/1/2025 to 12/31/2025		Contents:	\$ 0.00			
Throughout District	Sq. Feet:			County:	Jefferson	Ded:	EDP:	\$ 0.00			
Lakewood, CO 80232	# Stories			Flood Zone:	Zone X		Business Inc:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No			Excess Flood Applies: No			UG Pipes:	\$ 0.00			
							Otherwise Classified:	\$18,252.00			

Location / Premise#		Unique#	PROP-00116669	Not Assigned	2	Replacement	Buildings:	\$ 0.00	\$ 40	\$	\$
Perennials	Year Built:			Term:	1/1/2025 to 12/31/2025		Contents:	\$ 0.00			
Throughout District	Sq. Feet:			County:	Jefferson	Ded:	EDP:	\$ 0.00			
Lakewood, CO 80232	# Stories			Flood Zone:	Zone X		Business Inc:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No			Excess Flood Applies: No			UG Pipes:	\$ 0.00			
							Otherwise Classified:	\$5,983.00			

Location / Premise#		Unique#	PROP-00116671	Frame	2	Replacement	Buildings:	\$ 0.00	\$1,514	\$	\$
Shrubs	Year Built:			Term:	1/1/2025 to 12/31/2025		Contents:	\$ 0.00			
Throughout District	Sq. Feet:			County:	Jefferson	Ded:	EDP:	\$ 0.00			
Lakewood, CO 80232	# Stories			Flood Zone:	Zone X		Business Inc:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No			Excess Flood Applies: No			UG Pipes:	\$ 0.00			
							Otherwise Classified:	\$228,473.00			

Property Schedule

Coverage Period: 1/1/2025-EOD 12/31/2025

Named Member:

Green Gables Metropolitan District No. 1

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$1,000.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#		Unique#	PROP-00116672	Frame	2	Replacement	Buildings:	\$ 0.00	\$ 10	\$	\$
Trash Cans	Year Built:			Term:	1/1/2025 to 12/31/2025		Contents:	\$ 0.00			
Throughout District	Sq. Feet:			County:	Jefferson	Ded:	EDP:	\$ 0.00			
Lakewood, CO 80232	# Stories			Flood Zone:	Zone X		Business Inc:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No			Excess Flood Applies: No			UG Pipes:	\$ 0.00			
							Otherwise Classified:	\$1,577.00			

Location / Premise#		Unique#	PROP-00116673	Frame	2	Replacement	Buildings:	\$ 0.00	\$830	\$	\$
Trees	Year Built:			Term:	1/1/2025 to 12/31/2025		Contents:	\$ 0.00			
Throughout District	Sq. Feet:			County:	Jefferson	Ded:	EDP:	\$ 0.00			
Lakewood, CO 80232	# Stories			Flood Zone:	Zone X		Business Inc:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No			Excess Flood Applies: No			UG Pipes:	\$ 0.00			
							Otherwise Classified:	\$125,229.00			

Location / Premise#		Unique#	PROP-00116674	Frame	2	Replacement	Buildings:	\$ 0.00	\$132	\$	\$
Wrought Iron Fencing (428 LF)	Year Built:			Term:	1/1/2025 to 12/31/2025		Contents:	\$ 0.00			
Throughout District	Sq. Feet:			County:	Jefferson	Ded:	EDP:	\$ 0.00			
Lakewood, CO 80232	# Stories			Flood Zone:	Zone X		Business Inc:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No			Excess Flood Applies: No			UG Pipes:	\$ 0.00			
							Otherwise Classified:	\$19,964.00			

Property Schedule

Coverage Period: 1/1/2025-EOD 12/31/2025

Named Member:

Green Gables Metropolitan District No. 1

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$1,000.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Totals:	Buildings:	\$547,193.00	\$5,996.00	\$0.00	\$0.00
	Contents:	\$0.00			
	EDP:	\$0.00			
	Business Inc:	\$0.00			
	UG Pipes:	\$0.00			
	Otherwise Classified:	\$468,430.00			

Minimum Property Contribution:



CERTIFICATE OF COVERAGE

Certificate Number
CERT-009266

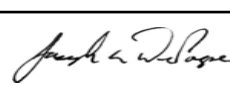
ADMINISTRATOR Colorado Special Districts Property and Liability Pool c/o McGriff Insurance Services, LLC PO Box 1539 Portland, OR 97207-1539	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
NAMED MEMBER Green Gables Metropolitan District No. 1 c/o CliftonLarsonAllen LLP 8390 East Crescent Parkway, Suite 300 Greenwood Village, CO 80111-2814	COMPANIES AFFORDING COVERAGE COMPANY A: Colorado Special Districts Property and Liability Pool COMPANY B: COMPANY C:

COVERAGES

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

CO LTR	Type of Coverage	Coverage #	Effective Date	Expiration Date	LIMITS	
A	General Liability	25PL-61189-2957	01/01/25	12/31/25	General Aggregate	Unlimited
	<input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Public Officials Liability <input checked="" type="checkbox"/> Employment Practices <input checked="" type="checkbox"/> Occurrence	*Except that for claims, occurrences or suits to which the monetary limits of the Colorado Immunity Act, C.R.S. & 24-10-101, et.seq., as amended, apply, there shall be a further sublimit of (a) \$387,000 for an injury to any one person in any single occurrence; and (b) \$1,093,000 for an injury to two or more persons in any single occurrence; but in the event of an injury to two or more persons in any single occurrence, the sublimit shall not exceed \$387,000 for each injured person.			Each Occurrence*	\$2,000,000
	Automobile Liability <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Each Occurrence*	
	Auto Physical Damage <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos					
	Excess Liability <input type="checkbox"/> Other Than Umbrella Form				General Aggregate	
					Each Occurrence*	
	Property <input type="checkbox"/>					

Description:
Evidence of coverage only.

CERTIFICATE HOLDER To Whom It May Concern	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE FORM PROVISIONS. AUTHORIZED REPRESENTATIVE:  By: Joseph E. DePaepe <div style="text-align: right;">Date: November 6, 2024</div>
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Workers' Compensation Coverage Invoice

District: Green Gables Metropolitan District No. 1
c/o CliftonLarsonAllen LLP
8390 East Crescent Parkway, Suite 300
Greenwood Village, CO 80111-2814

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

Coverage No.		Entity ID		Effective Date		Expiration Date		Invoice Date	
25WC-61189-0813		61189		1/1/2025		EOD 12/31/2025		8/7/2024	
Class Code	Description	No. of Employees		No. of Volunteers	2025 Rate	2025 Estimated Employee Payroll	2025 Estimated Volunteer Payroll	Estimated Manual Contribution	
		FT	PT						
8811	Board Member Coverage	0	0	5	0.7540	\$0.00	\$6,000.00	\$45.00	

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

Estimated payroll is subject to yearend audit.
Commission \$27.00 (9% first year and 6% thereafter) paid to the broker reflected above.

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

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

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



Workers' Compensation and Employer's Liability Declarations Page

Coverage Number: 25WC-61189-0813
Coverage Period: 1/1/2025 — EOD 12/31/2025

FEIN: 46-1742783
Entity ID: 61189

Named Member:
 Green Gables Metropolitan District No. 1
 c/o CliftonLarsonAllen LLP
 8390 East Crescent Parkway, Suite 300
 Greenwood Village, CO 80111-2814

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

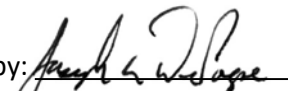
Coverage is provided for only those coverages and classifications indicated below.

State: Colorado
Limits of Liability: Coverage A Workers' Compensation Statutory
 Coverage B Employer's Liability \$2,000,000
Annual Contribution: \$450

Class	Description	2025 Estimated Employee Payroll	2025 Estimated Volunteer Payroll
8811	Board Member Coverage	\$0.00	\$6,000.00

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

Countersigned by:


 Authorized Representative
 Colorado Special Districts Property and Liability Pool

Date: 8/7/2024



Important Notice Regarding Board Member Only (BMO) Coverage Contribution

Effective January 1, 2025, a minimum quarterly contribution for Board Member Only (BMO) Coverage has been implemented. This means if BMO coverage is made effective during in the first quarter, regardless of effective date, members' contribution will be \$450 with a broker or \$445 without a broker. Similarly, the contribution will be adjusted based on the quarter in which the coverage becomes effective, as shown below:

Quarter <i>Effective Date</i>	Estimated Annual Contribution	
	Broker	Direct
Q1 (Jan-Mar)	\$450	\$445
Q2 (Apr-Jun)	\$340	\$335
Q3 (Jul-Sep)	\$225	\$220
Q4 (Oct-Dec)	\$115	\$110

For cancellations, the refund amount will be subject to the refund table below and other coverage provisions.

Coverage Effective	Cancellation	Estimated Refund w/ broker	Estimated Refund w/o broker
Q1	Q1	\$335	\$330
	Q2	\$225	\$220
	Q3	\$110	\$105
	Q4	\$0	\$0
Q2	Q1	-	-
	Q2	\$225	\$220
	Q3	\$115	\$110
	Q4	\$0	\$0
Q3	Q1	-	-
	Q2	-	-
	Q3	\$110	\$105
	Q4	\$0	\$0
Q4	Q1	-	-
	Q2	-	-
	Q3	-	-
	Q4	\$0	\$0



Payment Instructions

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

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

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

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

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

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

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

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

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

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

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

Quote for Remediation Services



NetCentric Technologies Inc.
 DBA Allyant and/or CommonLook
 1200 G Street NW
 Suite 800
 Washington, DC 20005

Quote Information

Prepared By: Allyant Remediation Services RPM Quote Number: CLALLP2024-10-08A
 Account Rep.: House Account Created Date: Oct 08, 2024
 Email: remediationae@allyant.com Expiration Date: Oct 22, 2024
 Expected Delivery (if quote approval is received on Oct 08, 2024):
 Oct 16, 2024

Prepared For

Organization: Clifton Larson Allen, LLP
 Contact Name: Alexander Clem
 Email: Alexander.Clem@claconnect.com
 Customer Reference: Green Gables MD No.1

Quote Line Items Units - Per Page

Line Item Number	Product	Product Description	Line Item Description	Price per Unit	Quantity	Total Price
1	Remediation_01	Professional Services - Document Accessibility Remediation	2023 Annual Report - as filed on DLG.pdf	USD \$5.00	15	USD \$75.00
2	Remediation_01	Professional Services - Document Accessibility Remediation	2024 Budget Filing (GGMD1).pdf (Alternative text to be provided by customer. OCR required. Hand written content.)	USD \$5.32	25	USD \$133.00
3	Remediation_01	Professional Services - Document Accessibility Remediation	2024 District Map with GGGM1_GGHOA Responsibilities.pdf (Alternative text to be provided by customer. OCR required.)	USD \$6.00	4	USD \$24.00
4	Remediation_01	Professional Services - Document Accessibility Remediation	2024 Transparency Notice.pdf	USD \$5.00	4	USD \$20.00
5	Remediation_01	Professional Services - Document Accessibility Remediation	Accessibility Statement for Website.pdf	USD \$5.00	1	USD \$5.00
6	Remediation_01	Professional Services - Document Accessibility Remediation	DISTRICT MAP 2020.pdf (Alternative text to be provided by customer.)	USD \$5.00	1	USD \$5.00

Line Item Number	Product	Product Description	Line Item Description	Price per Unit	Quantity	Total Price
7	Remediation_01	Professional Services - Document Accessibility Remediation	GGMD1 - Agreement with Save Ward Lake for Water Services.pdf (Alternative text to be provided by customer. OCR required. Hand written content.)	USD \$5.32	25	USD \$133.00
8	Remediation_01	Professional Services - Document Accessibility Remediation	GGMD1 - Assignment Assumption of Water Services Agreement with Save Ward Lake.pdf (Alternative text to be provided by customer. OCR required. Hand written content.)	USD \$6.00	4	USD \$24.00
9	Remediation_01	Professional Services - Document Accessibility Remediation	GGMD1 Final Audit FS Report 2023.pdf	USD \$5.00	32	USD \$160.00
10	Remediation_01	Professional Services - Document Accessibility Remediation	Green Gables MD No. 1 - Service Plan.pdf (Alternative text to be provided by customer. OCR required.)	USD \$6.03	78	USD \$470.34
11	Remediation_01	Professional Services - Document Accessibility Remediation	IGA for Non-Potable Irrigation Water Service.pdf (Alternative text to be provided by customer. Hand written content.)	USD \$5.00	22	USD \$110.00
12	Remediation_01	Professional Services - Document Accessibility Remediation	Notice of Cancellation of Election District May 2, 2023 Election.pdf	USD \$5.00	1	USD \$5.00

Grand Total: USD \$1,164.34

Note: This quote is confidential and contains commercially sensitive information intended for the exclusive use of the client to whom it was issued.

Additional Terms

Unless specifically requested, Allyant's Remediation Team will not change the physical appearance of the document. As such, color contrast issues must be addressed at the design stage prior to submitting the files to Allyant for remediation. Allyant can provide your design team a complimentary quick overview of color contrast issues and how to avoid them, using freely available tools.

Invoice will be submitted after delivery of outlined services. Payment is due within 30 days of invoice date. A surcharge of 3% will be applied on credit card payments.

This quote assumes that alternative text for all images, diagrams, charts, flowcharts, maps, and math formulas and symbols, is to be provided by the customer. Alternative text is required for any graphic that provide content and should sufficiently convey this content to a screen reader user. If this quote is awarded, the alternative text will need be provided at least 2 business days before the scheduled project delivery. If the alternative text is not provided before the scheduled delivery date, Allyant will proceed to deliver the project without the alternative text, and mark the corresponding checkpoint as "failed" in the associated compliance report(s). In that case, if the customer provides the alternative text within 3 calendar months, Allyant will add the alternative text and generate new compliance report(s) at no additional charge.



	Streamline	SIPA
Cost	\$960/year \$0 fee for website migration	Free
Hosting Platform	Streamline guarantees it to be ADA compliant	Tyler Colorado guarantees it to be ADA compliant
Domain	Can transfer current website address to Streamline platform or .specialdistrict.org domain provided by Streamline .gov domain available if preferred	Can point current website address to SIPA or .gov domain provided by SIPA
Document Remediation	May be remediated within Streamline's platform for flat rate of \$7/page	Handled by third party (i.e. Allyant for \$5+/page) – sliding scale based upon complexity of document
Time to transfer old site to new platform	30-60 days (simple site) 60-90 days (complex site)	30-60 days
Party responsible for transferring website	Streamline	CLA
Indemnification	\$10,000 - \$50,000	N/A
ADA Accessibility	Built in Accessibility assistant and scanner	Handled by third party (i.e. CheckMyDistrict)
Ongoing maintenance	Performed by CLA	Performed by CLA

Streamline™ Terms of Service

Would you like to be notified when our Terms of Service change? [Subscribe to Terms of Services updates >](#)

THE TERMS AND CONDITIONS CONTAINED HEREIN (“AGREEMENT”) APPLY TO ALL USE OF THE HOSTED SERVICES PROVIDED BY DIGITAL DEPLOYMENT, INC. (“STREAMLINE”) TO YOU AND THE ORGANIZATION YOU REPRESENT (TOGETHER, “CUSTOMER”). BY ACCESSING OR USING ANY OF STREAMLINE’S SERVICES OR

SOFTWARE, CUSTOMER AGREES TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT WILL BE DEEMED EFFECTIVE ON THE DATE IT IS AGREED TO BY CUSTOMER AS PART OF THE ORDER PROCESS – AS DEFINED IN SECTION 1 BELOW) (“EFFECTIVE DATE”). IN THE EVENT THERE IS A SEPARATELY NEGOTIATED AND EXECUTED MASTER AGREEMENT BETWEEN STREAMLINE AND CUSTOMER WITH RESPECT TO PROCUREMENT OF THE SERVICES OR SOFTWARE, SUCH AGREEMENT SHALL CONTROL AND THIS AGREEMENT WILL NOT APPLY.

1. THE SERVICE

1.1. Provision of the Service. Subject to all the terms of this Agreement, Streamline grants Customer the non-sublicensable, non-transferrable, nonexclusive, limited right to remotely access and use the service described in the Order Process (as defined below) and any associated materials provided or made available (e.g. online) by Streamline (such as documentation) (collectively, the “Service”) - but only for Customer’s own business purposes. The “Order Process” is Streamline’s online order process (or a schedule, statement of work and/or other ordering document executed by the parties). All activity under the Agreement shall be strictly in accordance with and subject to Streamline’s applicable usage documentation (if any) (“Documentation”).

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1.2. Services Levels. Streamline will use commercially reasonable efforts to ensure the Service is substantially operational on a 24/7 basis (subject to downtime for scheduled maintenance, emergency maintenance, and matters beyond Streamline’s reasonable control).

1.3. General Restrictions. Customer shall not (and shall not allow any third party to): (a) rent, lease, copy, provide access to or sublicense the Service to a third party (except contractors acting on Customer’s behalf – and Customer is fully responsible and liable for their breach of this Agreement); (b) use the Service to help develop any competitive product or service, (c) use the Service for the benefit of any third party, (d) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code to any of any part of the Service, (e) modify or create derivatives of the Service or any other materials provided by Streamline, or (f) remove or obscure any proprietary or other notices contained in the Service or documentation provided by Streamline.

1.4. Customer’s Third-Party Services. The Service will enable Customer to send Customer Data (as defined in Section 2.1 below) to and from different third-party products, services, sources, and destinations (“Third-Party Services”). Customer’s use of any Third-Party Services is subject to Customer’s separate agreement with the provider. Customer is responsible for selecting and configuring the Third-Party Services it chooses to use with the Service and for any exchange of Customer Data it enables through the Service. Notwithstanding anything to the contrary, Streamline is not responsible for any Third-Party Services used by Customer with the Service, their code or technology, or how the providers use or protect Customer Data. For clarity, Streamline has no liability or obligation under the separate agreement between Customer and the applicable third-party provider.

1.5. Feedback. Notwithstanding anything else, Customer grants Streamline a perpetual, irrevocable, royalty free, paid-up, sub-licensable, right and license to use, display, reproduce, distribute and otherwise exploit Feedback for any purposes. Streamline agrees that (i) Customer does not have to provide Feedback, and (ii) all Feedback is provided “AS IS”. “Feedback” means all

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suggestions for improvement or enhancement, recommendations, comments, opinions or other feedback provided by Customer (whether in oral, electronic or written form) to Streamline for the Service.

2. CUSTOMER DATA

2.1. Generally. “**Customer Data**” means all data provided by Customer or its systems or providers to Streamline. As between the parties, Customer shall retain all right, title and interest in the Customer Data. Subject to the terms of this Agreement, Customer hereby grants to Streamline a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify, create derivative works of and display the Customer Data to the extent necessary to provide the Service to Customer. Streamline will not sell, distribute, or otherwise provide any Customer Data to any third party (but data will be stored and processed by Streamline’s services providers to the extent acting on Streamline’s behalf hereunder and provided that Streamline is fully liable for their breach of this Agreement. Customer represents and warrants that (i) it has all rights and authorization to provide the Customer Data, (ii) the provision of Customer Data, and Streamline’s use of the data as authorized hereunder, is allow by Customer’s privacy policy, and (iii) Customer’s provision, use and maintenance of Customer Data complies with all laws, regulations and third-party rights. For clarity, Customer is fully responsible for ensuring that its end users agree to a Customer privacy policy that allows for such information to be used hereunder.

2.2. Security. Streamline will implement and maintain a reasonable information security program with administrative, physical, and technical safeguards designed to help protect the integrity of Customer Data.

2.3. Aggregate and Deidentified Data. Streamline will have an irrevocable, perpetual right to retain and internally use any Customer Data in an aggregated and deidentified form to internally improve its products and services (such as training algorithms).

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3. CUSTOMER CONTENT.

3.1. Customer's Own Content. Customer is responsible for all materials, information, photos, and content ("Content") uploaded, posted or stored through its use of the Service. Customer grants Streamline a worldwide, royalty-free, non-exclusive license to host, display, and use any Content provided through Customer's use of the Service. If Customer shares Content in a manner designed to be shared with other Service users, Customer acknowledges and agrees to such sharing. Customer should archive its Content frequently. Streamline is not responsible for any lost, damaged, or unrecoverable Content. Customer also acknowledges that Streamline is not responsible or liable with respect to Customer's use of, or access to, any Content provided by other users.

To the extent authorized by law, Customer agrees not to use, nor permit any third party to use, the Service to upload, post, distribute, link to, publish, reproduce, engage in or transmit any of the following:

Illegal, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, including without limitation conduct that would encourage "flaming" others, or criminal or civil liability under any local, state, federal or foreign law; Content that would impersonate someone else or falsely represent Customer's (or any person's) identity or qualifications, or that constitutes a breach of any individual's privacy;
Except as permitted by Streamline in writing, investment opportunities, solicitations, chain letters, pyramid schemes, other unsolicited commercial communication or engage in spamming or flooding;
Virus, trojan horse, worm or other disruptive or harmful software or data;
and

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Any information, software or content which is not legally Customer's and without legally sufficient permission from the copyright owner or intellectual property rights owner.

3.2. Monitoring Customer's Content. Streamline may, but has no obligation to, monitor content on the Service. Streamline may disclose any information necessary to satisfy its legal obligations, protect Streamline or its customers, or operate the Service properly. Streamline, in its sole discretion, may refuse to post, remove, or refuse to remove, any Content, in whole or in part, alleged to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.

3.3. Community Forums. The Service may include a community forum or other social features to exchange content and information with other users of the Service and the public. Streamline does not support and is not responsible for the content in these community forums. Customer is responsible for all its interactions with, and its use of content from, any other community users. Customer should not reveal information that it does not want to make public. Users may post hypertext links to content of third parties for which Streamline is not responsible.

4. INTELLECTUAL PROPERTY

No intellectual property rights are assigned or transferred by Streamline hereunder.

5. FEES AND PAYMENT

5.1. Fees and Payment. All fees are as set forth on Streamline's website (or as otherwise agreed to by Streamline and Customer in writing). Fees are

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payable when due. If Customer has provided Streamline with a credit card or bank account number, Customer hereby authorizes Streamline (or its third party payment processor) to charge such card or account for all fees owed. If Customer pays in advance for usage-based pricing, and then exceeds such usage, Streamline will invoice Customer for the excess usage on a pro rata basis for the remainder of the term. Streamline may adjust the fees charged to Customer hereunder on notice at any time. If Customer does not want to agree to any fee increase, its sole remedy, and Streamline's exclusive liability, is to terminate this Agreement on notice (or by canceling Customer's Service account via the functionality provided therein). If Customer disagrees with an invoice, it must notify Streamline within thirty (30) days from receipt of the invoice – or it is deemed final. Streamline's fees are exclusive of all taxes and other governmental assessments. Customer is responsible for all of the foregoing - other than taxes based on the income of Streamline.

5.2. Late Payments. In the event of late payments, Customer agrees to pay interest at the rate of one and one-half percent (1.5%) per month (or the maximum rate permitted by applicable law, whichever is less). In addition, Customer will reimburse Streamline for all costs of collection (including attorneys' fees). If Customer's account is thirty (30) days or more overdue, in addition to any of its other rights or remedies, Streamline reserves the right to suspend Customer's access to the Service, with or without notice, without liability to Customer until such amounts are paid in full.

6. TERM AND TERMINATION

6.1. Term. This Agreement will begin on the Effective Date and will have the subscription term selected by Customer in the Order Process ("Subscription Term"). The Subscription Term will automatically renew for successive renewal terms of equal length to the initial Subscription Term, unless: (i) Customer cancels its Service account via the account functionality prior to the renewal date, or (ii) this Agreement is otherwise terminated as set out herein.

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6.2. Termination. Streamline may terminate this Agreement and the Subscription Term at any time, with ~~or without notice~~ 30-days' written notice; provided that, if such termination is in the middle of a Subscription Term and termination if not for Customer's breach, Streamline will refund all fees paid in advance for the remainder of the Subscription Term. Customer may terminate this Agreement anytime by providing Streamline with 30-days' written notice. In addition, either party may terminate this Agreement if the other party (a) fails to cure any material breach of this Agreement (including a failure to pay fees) within thirty (30) days after written notice (such notice must contain sufficient detail as to the nature of the breach and state the intent to terminate); (b) ceases operation without a successor; or (c) seeks protection under, or is subject to, any bankruptcy, receivership or comparable proceeding.

Commented [CM1]: The District needs 30-days' notice in order to find a replacement website. Colorado law requires many districts to maintain websites and post certain public documents on the website, so immediate termination by Streamline could cause the District to violate that law.

6.3. Effect of Termination. Upon any expiration or termination of this Agreement, (i) Customer shall immediately cease any and all use of and access to the Service and (ii) Customer will return to Streamline (or destroy at the Streamline's request) its Confidential Information (subject to Section 6.4 below). In the event this Agreement is terminated by Customer for Streamline's uncured breach as authorized in Section 6.2, Streamline will promptly refund to Customer all fees paid in advance for the remainder of the term. Except as expressly set forth in the preceding sentence, all fees are non-refundable and non-cancellable. Customer Data. During the thirty (30) days period immediately following expiration or termination of this Agreement, Streamline will, on request, provide Customer with a copy of its Customer Data (in a format reasonably requested).

6.4. Survival. The following Sections shall survive any expiration or termination of this Agreement: 1.3, 1.4, 1.5, 2.3, 5 (with respect to outstanding payment obligations), 6, 7.3, 8, 9 and 7.

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7. WARRANTIES; DISCLAIMER

7.1. Mutual Warranties. Each party represents and warrants that (i) it has all right, power, and authority to execute this Agreement and perform hereunder, (ii) its activities in connection with this Agreement will not violate any laws or regulations, and (iii) its performance will not conflict with an obligations it has to any third party.

7.2. Services Warranties. Streamline warrants, for Customer's benefit only, that the Services will operate in conformity, in all material respects, with the applicable Documentation. Streamline does not warrant that Customer's use of the Service will be uninterrupted or error-free. Streamline's sole liability (and Customer's sole and exclusive remedy) for any breach of this warranty shall be, in Streamline' sole discretion and at no charge to Customer, to use commercially reasonable efforts to provide Customer with an error correction or work-around that corrects the reported non-conformity, or if Streamline determines such remedies to be impracticable, to allow Customer to terminate the Subscription Term and receive as its sole remedy a refund of any fees Customer has pre-paid for use of the Service or as of the date of the warranty claim. The limited warranty set forth in this Section 2 shall not apply: (i) unless Customer makes a claim within thirty (30) days of the date on which the condition giving rise to the claim first appeared, (ii) if the error was caused by misuse, unauthorized modifications or third-party hardware, software or services, or (iii) if the Service is provided on a no-charge or evaluation basis. This Section 6.2 will not apply if the Services are provided on a beta, evaluation, or otherwise free basis.

7.3. Disclaimer; Limitation on Liability.

EXCEPT AS SET FORTH IN SECTION 7.1, THE SERVICE IS PROVIDED "AS IS" AND STREAMLINE DISCLAIMS (ON BEHALF OF ITSELF AND ITS PARTNERS AND PROVIDERS) ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IF STREAMLINE OR THE SERVICES PROVIDE ANY OUTPUT OR ADVICE

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(SUCH AS ADVICE ON COMPLIANCE WITH LAWS OR REGULATIONS REGARDING WEB ACCESSIBILITY), SUCH OUTPUT AND ADVICE IS PROVIDED "AS IS". STREAMLINE IS NOT CUSTOMER'S LEGAL COUNSEL.

STREAMLINE SHALL NOT BE LIABLE, UNDER ANY LEGAL OR EQUITABLE THEORY OF LAW, WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT FOR ANY: (I) INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE, (II) AMOUNTS IN THE AGGREGATE IN EXCESS OF THE FEES PAID BY CUSTOMER TO STREAMLINE DURING THE IMMEDIATELY PRECEDING SIX (6) MONTH PERIOD (OR, IF NO AMOUNTS HAVE BEEN PAID, SUCH AMOUNT SHALL BE US\$1,000.00), OR (III) THE COST OF PROCUREMENT OF SUBSTITUTE TECHNOLOGY OR SERVICES. STREAMLINE'S PARTNERS AND PROVIDERS SHALL HAVE NO LIABILITY IN CONNECTION WITH THIS AGREEMENT.

IF STREAMLINE OR THE SERVICES PROVIDE ANY OUTPUT OR ADVICE (SUCH AS ADVICE ON COMPLIANCE WITH LAWS OR REGULATIONS REGARDING WEB ACCESSIBILITY), STREAMLINE HAS NO LIABILITY WITH RESPECT TO CUSTOMER'S USE OR RELIANCE ON SUCH OUTPUT OR ADVICE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, STREAMLINE'S DISCLAIMER AND LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS MADE AGAINST CUSTOMER FOR ALLEGED VIOLATIONS OF WEB ACCESSIBILITY LAWS OR REGULATIONS INsofar AS THE CLAIMS ARISE FROM STREAMLINE'S SERVICE. STREAMLINE HEREBY WARRANTS THAT ITS SERVICE COMPLIES WITH ALL WEB ACCESSIBILITY LAWS AND REGULATIONS.

8. INDEMNIFICATION

~~Streamline provides the indemnity in this Section 8 only if Customer has executed a committed purchase of the Services in excess of US\$25,000.~~

Streamline shall indemnify and hold harmless Customer from and against any claim (i) that the Service (as provided by Streamline) infringes any patent,

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copyright, or trademark, or (ii) that Streamline violates any laws or regulations - provided that Customer provides Streamline with: (i) prompt written notice of such claim (but in any event notice in sufficient time for Streamline to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, or settlement (if applicable) of such claim; and (iii) all reasonable necessary cooperation of Customer. If Customer's use of the Service is, or in Streamline's opinion is likely to be, enjoined due to the type of infringement specified above, or if required by settlement, Streamline may, in its sole discretion: (a) substitute substantially functionally similar products or services; (b) procure for Customer the right to continue using the Service; or if (a) and (b) are commercially impracticable, (c) terminate the Agreement and Streamline will promptly refund to Customer all fees paid in advance for the remainder of the term. The foregoing indemnification obligation of Streamline shall not apply: (1) if the Service is modified by any party other than Streamline, but solely to the extent the alleged infringement is caused by such modification; (2) if the Service is combined with other services or processes not authorized by Streamline, but solely to the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of the Service; or (4) any action arising as a result of Customer Data or any third-party deliverables or components contained within the Service, except if such actions arise from web accessibility claims.

9. CONFIDENTIAL INFORMATION

Each party agrees that all business and technical information it obtains ("Receiving Party") from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. All fees and pricing information will be Streamline's Confidential Information. Except as expressly authorized herein, the Receiving Party will, using reasonable measures, hold in confidence and not use or disclose any Confidential Information. In addition, all confidential information from Streamline's partners or providers will, as between

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Streamline and Customer, be Streamline's Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; or (ii) is or has become public knowledge through no fault of the Receiving Party. If required to be disclosed by law, the Receiving Party will immediately notify the Disclosing Party and use its best efforts to limit the disclosure. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief (without the posting of a bond or similar instrument) in addition to whatever other remedies it might have at law. Nothing herein is intended or shall be deemed to be a waiver by the Customer of its rights and protections afforded to Customer under §§ 24-10-101, et seq., C.R.S. (the "Colorado Governmental Immunity Act").

10. LOGO USE

Customer agrees that Streamline may use of Customer's name and logo on Streamline's website and in Streamline promotional materials as part of a general list of customers. Any other marketing or promotion use is subject to Customer's written approval (email is sufficient).

11. GENERAL TERMS

11.1. Assignment. Customer will not assign or transfer this Agreement without Streamline's written consent, except that it may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of its assets or voting securities (provided that the successor is not a competitor of Streamline). Streamline, upon 30-days' written notice to Customer, may freely assign this Agreement. Any attempt to transfer or assign this Agreement except as expressly authorized under this

Section 11.1 will be null and void.

11.2. Force Majeure. Streamline will not be liable for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of Streamline, such as a strike, blockade, war, act of terrorism, pandemic, riot, natural disaster, failure or diminishment of telecommunications, or refusal of a license by a government agency.

11.3. Governing Law; Jurisdiction. This Agreement shall be governed by the laws of the State of ~~California~~ Colorado and the United States without regard to conflicts of law provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court), any dispute arising under this Agreement shall be finally settled in accordance with the Rules of the Judicial Arbitration and Mediation Service (“JAMS”) in accordance with such Rules. To the extent the JAMS streamlined rules are available – they shall apply. The arbitration shall take place in ~~San Francisco, California~~ the state and county in which Customer is located, in the English language and the arbitral decision may be enforced in any court. To the extent a claim cannot legally be arbitrated (as determined by an arbitrator), the jurisdiction and venue for actions related to the subject matter hereof shall be the state and United States federal courts located in the state and county in which Customer is located ~~San Francisco, California~~ and both parties hereby submit to the personal jurisdiction of such courts.

11.4. Third-Party Beneficiaries. To the extent Streamline provides Customer with any products provided (in whole or part) by Streamline’s own partners or providers, the terms of this Agreement will apply to such offering (unless Customer has a separate agreement with the partner/provider as contemplated by Section 1.4 above). Such partners and providers of Streamline are third-party beneficiaries to this Agreement (as necessary to protect their intellectual property, confidential information, or liability). Except as described herein, nothing in this Agreement, express or implied, is

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intended to or shall confer upon any other person or entity any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

11.5. Notice. All notices to Customer may be provided by Streamline via email or account notification. Any legal notices to Streamline must be sent to Digital Deployment, Inc., 3301 C Street Suite 1000 Sacramento, CA 95816. In addition, legal notices must also be sent to legal@getstreamline.com (but, notwithstanding earlier receipt via email, legal notices will be deemed received when the physical notice is received as set forth in preceding sentence).

11.6. Insurance. Streamline shall maintain an insurance policy of no less than \$2 million general aggregate comprehensive commercial general liability during the entire term of this Agreement. Customer shall be made an additional insured on such policy, and a certificate of insurance shall be provided to Customer prior to execution of this Agreement.

11.67. Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. It may only be amended or waived in a writing executed by both parties. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect. This Agreement may be executed electronically and in counterparts (such as via DocuSign).



Date: September 27, 2024

Special Districts Public Management Services Statement of Work

This agreement constitutes a statement of work ("SOW") under the master service agreement ("MSA") made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Green Gables Metro District No. 1 ("you," "your," "board of directors" or "the district") dated October 15, 2023 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform through December 31, 2025 in connection with that agreement.

Scope of professional services

Denise Denslow is responsible for the performance of the engagement and other services identified in this agreement.

Scope of Management Services

CLA will perform the following services for the district:

District Board of Directors ("Board") Meetings

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

Recordkeeping

- Maintain directory of persons and organizations for correspondence
- Repository of district records and act as custodian of records for purposes of CORA (as that term is defined in the district's Resolution Designating an Official Custodian for Purposes of the Colorado Open Records Act, Sections 24-72-201 et seq., C.R.S.)

Communications

- 24/7 answering services
- Website administration; CLA will oversee maintenance of the district's website as needed and requested by the district
- Assist with or lead the coordination of communication with municipal, county, or state governmental agencies as requested by the district

General Administration

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

Accounts Payable Services to be Provided

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

In addition to these services, when, in the professional opinion of the district manager, other services are necessary, the district manager shall recommend the same to the board or perform such services and report to the board the nature of such services, the reason they were required, and the result achieved; provided however, with the exception of emergencies, that if such additional services are expected to cost more than \$2,000, the district manager shall discuss such costs with the board and receive prior authorization to perform such services.

Fees and terms

Billing rates guaranteed through ***December 31, 2025***:

Services performed by	Rate per hour
Principal / Signing Director	\$330-\$475
Public Manager	\$190-\$265
Analyst / Assistant	\$155-\$190
District Administrator	\$150-\$190
Records Retention Professional	\$110-\$160

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

Our professional fees will be billed based on the degree of responsibility and contribution of the professionals working on the engagement. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed.

Municipal advisors

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

Agreement

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

CliftonLarsonAllen LLP

Denise Denslow
Principal

3039039760
denise.denslow@claconnect.com

Response

This SOW correctly sets forth the understanding of Green Gables Metro District No. 1 and is accepted by:

CLA
CLA

Denise Denslow

Denise Denslow, Principal

SIGNED 10/16/2024, 1:35:16 PM CDT

Client

Green Gables Metro District No. 1

SIGN:

JoAnn Zelasko

DATE:



Date: September 28, 2024

Special Districts Preparation Statement of Work

This agreement constitutes a statement of work ("SOW") under the master service agreement ("MSA") made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Green Gables Metro District No. 1 ("you," "your," "board of directors" or "the district") dated October 15, 2023 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform through December 31, 2025 in connection with that agreement.

Scope of professional services

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

Ongoing normal accounting services:

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

direction of the board of directors, provide reporting of fee imposition and payments to the board of the district

- Process accounts payable including: confirmation that for payment of any vendors that there are sufficient funds budgeted and available, prior to the preparation and issuance of checks for approval by the board of directors
- Coordinate with the district manager and/or district general counsel (in the event of legal issues) regarding financial matters and determine prior to the district entering any contract for capital or operations services that there are sufficient appropriations for same
- To the extent applicable, read and understand Developer Funding Agreements and coordinate funding from Developer necessary for the district to pay its obligations
- Prepare billings, record billings, enter cash receipts, and track revenues
- Reconcile certain accounts regularly and prepare journal entries
- Prepare depreciation schedules
- Prepare quarterly financial statements and supplementary information, but not perform a compilation with respect to those financial statements; additional information is provided below
- Prepare a schedule of cash position to monitor the district's cash deposits, funding for disbursements, and investment programs in accordance with policies established by the district's board of directors and in accordance with state law
- At the direction of the board of directors, assist with the coordination and execution of banking and investment transactions and documentation
- In collaboration with district consultants and the board of directors, assist with the preparation and filing of the annual budget as required by statute
- In collaboration with district consultants and the board of directors, assist with the preparation and filing of the Certification of Tax Levies with the respective county or counties
- Assist the district's board of directors in monitoring actual expenditures against appropriation/budget: at the direction of the board of directors, evaluate budget to actual expenses and provide a report to the district board; advise the district board prior to paying any vendor amounts in excess of budgeted amounts
- If an audit is required, prepare the year-end financial statements (additional information is provided below) and related audit schedules for use by the district's auditors

- If an audit is not required, prepare the Application for Exemption from Audit, perform a compilation engagement with respect to the Application for Exemption from Audit, and assist with the filing of the Application for Exemption from Audit – additional information is provided below
- Monitor compliance with bond indentures and trust agreements, including preparation of continuing disclosure reports to the secondary market as required
- Read cost verifications and obtain acceptance and approval by the board of directors for the district prior to the requisition or disbursement of funds
- Read and understand intergovernmental agreements that create financial or cost sharing obligations of the district
- Review claims for reimbursement from related parties prior to the board of directors' review and approval
- Read supporting documentation related to the district's acquisition of infrastructure or other capital assets completed by related parties for overall reasonableness and completeness
 - Procedures in excess of providing overall reasonableness and completeness will be subject to a separate SOW
 - These procedures may not satisfy district policies, procedures, and agreements' requirements
 - Note: our procedures should not be relied upon as the final authorization for this transaction
- Attend board meetings as requested
- Be available during the year to consult with you on any accounting matters related to the district
- Review and approve monthly reconciliations and journal entries prepared by staff
- Reconcile complex accounts monthly and prepare journal entries
- Analyze financial statements and present to management and the board of directors
- Develop and track key business metrics as requested and review periodically with the board of directors
- Document accounting processes and procedures
- Continue process and procedure improvement implementation

- Report on cash flows
- Assist with bank communications
- Perform other non-attest services

Compilation services

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

Preparation services - financial statements

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

Preparation services - annual

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

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

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

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

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

The supplementary information accompanying the financial forecast will be prepared and presented for

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

Engagement objectives and our responsibilities

The objectives of our engagement are to:

- a) Prepare quarterly financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP), except for the departures from U.S. GAAP identified above, based on information provided by you and information generated through our outsourced accounting services. (GAAP stands for Generally Accepted Accounting Principles and refers to a common set of account rules, standards, and procedures.)
- b) As requested, apply accounting and financial reporting expertise to assist you in the presentation of your quarterly financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.
- c) Prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105 based on information provided by you.
- d) Apply accounting and financial reporting expertise to assist you in the presentation of the annual budget without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the annual budget in order for the annual budget to be in accordance with requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105.
- e) If an audit is required, prepare the year-end financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) based on information provided by you.
- f) If applicable, we will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement on the application.

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

Engagement procedures and limitations

We are not required to, and will not, verify the accuracy or completeness of the information provided to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion.

Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements, the annual budget, the Application for Exemption from Audit (if an audit is not required), the year-end financial statements (if an audit is required), and the supplementary information.

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

Our report

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

There may be circumstances in which the report may differ from its expected form and content. If, for any reason, we are unable to complete the compilation on the Application for Exemption from Audit (if an audit is not required), we will not issue report on the Application for Exemption from Audit as a result of this engagement. No compilation is performed in situations where an audit is required.

No assurance statements

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

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

If an audit is required, the year-end financial statements prepared for use by the district's auditors will not be accompanied by a report. However, management agrees that each page of the year-end financial

statements will include a statement clearly indicating that no assurance is provided on them.

Management responsibilities

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

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

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

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

- a) The selection of the financial reporting framework to be applied in the preparation of the financial statements, the annual budget, and the Application for Exemption from Audit.
- b) The preparation and fair preparation of the financial statements in accordance with U.S. GAAP, except as identified as above, the preparation and fair presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105, and the preparation and fair presentation of the Application for Exemption from Audit (if applicable) in accordance with the requirements prescribed by the Colorado Office of the State Auditor.
- c) The presentation of the supplementary information.
- d) The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) that are free from material misstatement, whether due to fraud or error.
- e) The prevention and detection of fraud.

- f) To ensure that the entity complies with the laws and regulations applicable to its activities.
- g) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.
- h) To provide us with the following:
 - i) Access to all information relevant to the preparation and fair presentation of the financial statements, and the annual budget, the Application for Exemption from Audit (if applicable) such as records, documentation, and other matters.
 - ii) Additional information that may be requested for the purpose of the engagement.
 - iii) Unrestricted access to persons within the entity with whom we determine it necessary to communicate.

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

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

Fees and terms

Billing rates guaranteed through December 31, 2025:

Services performed by	Rate per hour
Principal	\$300-\$650
Consulting CFO	\$290-\$400
Consulting Controller	\$240-\$380
Assistant Controller	\$210-\$300
Senior	\$150-\$230

Staff	\$130-\$190
Administrative Staff	\$120-\$170

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

Our professional fees will be billed based on the degree of responsibility and contribution of the professionals working on the engagement. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed.

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

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

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

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Municipal advisors

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

Agreement

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms

and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us to indicate your acknowledgment and understanding of, and agreement with, this SOW.

CliftonLarsonAllen LLP

Carroll, Jason

Principal

303-265-7835

jason.carroll@claconnect.com

Response

This SOW correctly sets forth the understanding of Green Gables Metro District No. 1 and is accepted by:

CLA
CLA



Carroll, Jason, Principal

SIGNED 11/2/2024, 12:28:02 PM MDT

Client
Green Gables Metro District No. 1

SIGN: _____

JoAnn Zelasko

DATE: _____

**THE FOLLOWING ARE POST PACKET ITEMS:
ITEMS THAT WERE DISTRIBUTED AT THE MEETING
AND NOT IN THE ORIGINAL PACKET**

GREEN GABLES METROPOLITAN DISTRICT NO. 1

AGREEMENT FOR SERVICES

This Agreement for Services (“**Agreement**”) is entered into and effective this 18th day of November, 2024 between the GREEN GABLES METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District**”) and BRIGHTVIEW LANDSCAPE SERVICES, INC., a Colorado corporation (“**Contractor**”).

The work to be provided by the Contractor to the District generally consists of:

<p>Snow removal services on perimeter sidewalks, parking and driving areas within the boundaries of the District, excluding sidewalks maintained by the City of Lakewood;</p>
--

as more particularly described in the Scope of Work attached hereto as **Exhibit A** (the “**Work**”).

1. Term. The Agreement shall commence on November 1, 2024 and shall expire on May 31, 2025, unless terminated earlier pursuant to the provisions set forth herein.

2. Scope of Work. Contractor shall be responsible for removal of snow from all sidewalks marked in the map attached in this **Exhibit A-1**. Contractor shall begin the Work when snow accumulation reaches two inches on public sidewalks within the District’s boundaries. Upon the accumulation of two inches of snow, Contractor agrees to begin performance of the Work as soon as practicable, but no later than one hour after the applicable service start trigger identified in **Exhibit A**.

3. Compensation. Contractor shall be compensated on a time and materials basis at the rates set forth in **Exhibit A**. Compensated time shall begin to accrue at the time Contractor begins Work at the District worksite as shown on **Exhibit A**, and shall end when Contractor completes the Work at the District worksite. Any change in Contractor’s rates requires the District’s written consent. Contractor shall submit to the District by the first of each month detailed invoices of the Work performed. Payment of approved invoices shall be made within thirty (30) days of receipt by the District.

4. Independent Contractor. The Contractor is an independent contractor and nothing herein contained shall constitute or designate the Contractor as an employee or agent of the District. The District is concerned only with the results to be obtained. **AS AN INDEPENDENT CONTRACTOR, THE CONTRACTOR ACKNOWLEDGES THERE IS NO ENTITLEMENT TO WORKER’S COMPENSATION BENEFITS OR UNEMPLOYMENT BENEFITS THROUGH THE DISTRICT AND THAT THE CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED UNDER THIS AGREEMENT.**

5. Indemnification. The Contractor shall indemnify, defend and hold harmless the District, its members, directors, officials and employees from and against any and all claims, demands, suits, actions, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney’s fees) and liabilities to the extent they are alleged to arise from the

intentional misconduct or negligent acts or omissions of the Contractor or Contractor's sub-contractors and/or employees. The obligations of this indemnification shall survive termination of this Agreement. Contractor acknowledges that the District is a government entity and cannot indemnify Contractor under any contract provision.

6. Insurance. Contractor shall carry insurance of the type and in the amounts as described in **Exhibit B**. Proof of such insurance coverage shall be presented to the District prior to the performance of the Work. Nothing herein shall be deemed a waiver of immunity under §§ 24-10-101, *et seq.*, C.R.S.

7. Termination. Either party may terminate this Agreement without cause, in whole or in part, by delivering 30 days' written notice of termination to the other party specifying the extent and timing of such termination. The District shall pay Contractor for Work performed and materials actually provided to the District prior to delivery of any such notice to Contractor.

9. Compliance with Laws. Contractor shall be informed of and comply with all applicable federal, state and local laws, ordinances and the regulations and the rules and regulations of the District.

10. Legal Costs. In the event of any legal action between the District and the Contractor, each party shall pay its own fees, costs and expenses, including attorney's fees.

11. Merger. This Agreement shall govern any inconsistent provisions contained in **Exhibit A** and shall supersede any other agreements by the Parties, oral or written.

12. Open Records. Contractor acknowledges that the District is subject to the Open Records Act, §§ 24-72-201, *et seq.*, C.R.S. and maps, drawings or other products delivered to the District may be required to be held available for copying by the public.

13. Notice. Any notice or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to any of the parties hereto by one of the other parties shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal service, when deposited in the United States' mail, first-class, postage prepaid, addressed to:

CONTRACTOR:

BrightView Landscape Services, Inc.
Attn:
2333 W Oxford Avenue
Sheridan, CO 80110
Phone: 303-761-9262
E-mail:

DISTRICT:

Green Gables Metropolitan District No. 1
c/o Seter, Vander Wall & Mielke, P.C.
7400 E. Orchard Road, Suite 3300
Greenwood Village, CO 80111
Phone: 303-770-2700
E-mail: cmielke@svwpc.com

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

CONTRACTOR:
BRIGHTVIEW LANDSCAPE SERVICES, INC.,
a Colorado corporation

By:
Its:

DRAFT

DISTRICT:
GREEN GABLES METROPOLITAN DISTRICT
NO. 1

President

ATTEST:

Secretary/Assistant Secretary

DRAFT

EXHIBIT A
to 2024 Snow Removal Services Agreement between
BrightView Landscape Services, Inc. and
Green Gables Metropolitan District No. 1

(Scope of Work)

DRAFT

CLIENT PRICING AGREEMENT

2024.21823701



Annual Snow Service Order

BrightView Landscape Services, Inc. (BrightView)

9/11/2024 10:55

40040_BVLS Denver West

2333 W Oxford Ave Sheridan CO 80110

Ph: (303) 761-9262

400400494

• SERVICE LOCATION (Location)

Loc ID Location Name Estimate
21823701 GREEN GABLES METRO DISTRICT N 400400494
Location Address
W. PIERCE WAY AND W. JEWELL AVE., LAKEWOOD, CO 80227

• CLIENT INFORMATION (Client)

Client ID Company Name
 GREEN GABLES METRO DISTRICT NO 1
Billing Address
C/O CLIFTONLARSONALLEN LLP, 8390 E CRESCENT PKWY STE 300, GREE

• **SCOPE OF SERVICES** Service Start: **11/01/2024** Service End: **05/31/2025** Start Season: **2024**

<u>Vehicle Site Area(s) (VEH)</u>	<u>Service Start Trigger</u>	<u>Pedestrian Sites Areas (PED)</u>	<u>Service Start Trigger</u>
Parking/Driving Areas (RD)	N/A	Private Sidewalks (PRI)	N/A
Parking Structure (GAR)	N/A	Public Sidewalks (PUB)	2"
Ice Watch (Vehicle)	Declined	Ice Watch (Pedestrian)	Declined
Anti-Ice/Pretreatment (Vehicle)	Declined	Anti-Ice/Pretreatment (Pedestrian)	Declined

BrightView is only responsible for performing Services in the selected Site Areas after the indicated Service Trigger is reached. Services requested before the Trigger is met shall begin upon a reasonable period after notification from the Client and may result in additional fees. Services provided under this agreement shall be directed and managed by BrightView in order to maintain safe conditions in the Site Areas indicated.

- Client Declines to have BrightView stake the Location.
- BrightView will not be responsible for damages caused to roads, curbs, road-edges, turf-edges or other objects not properly identified.
- Speed bumps/humps/tables shall not be repaired/replaced regardless of staking conditions.
- Bulk de-icing material will be purchased (Supplied) by BrightView and applied by BrightView.
- Bagged de-icing material will be purchased (Supplied) by BrightView and applied by BrightView.
- Snow removal on district walks at 2" trigger. Does not include gravel paths or sidewalk along W. Jewell Ave or S. Wadsworth Blvd.
- Ice melt to be provided upon written request
- All prices exclude any applicable sales tax, should client request tax to be included BrightView may automatically adjust the price if tax laws change to reflect such increase.

By signing this Service Order, Client acknowledges and agrees that (a) snow or ice may accumulate while Services are being performed, (b) even when there is no precipitation present, snow may blow or drift onto a Service Location or be brushed onto cars, parking, and driving areas or walkways, and (c) properly plowed snow may melt and refreeze after Services are fully performed. Accordingly, Client understands and agrees that (i) BrightView cannot guarantee that the performance of the Services will remove all snow and ice from any Service Location, and (ii) some snow or ice may still be present at a Service Location during or after the performance of Services.

• **PRICE SCHEDULE** BrightView will be compensated for work performed at the Service Location according to the agreed to prices shown below. All listed equipment items includes the respective equipment and required operator.

<u>Category</u>	<u>Area</u>	<u>Service/Unit Description</u>	<u>Unit</u>	<u>Min. Chg.</u>	<u>Price</u>	<u>Price</u>	<u>Price</u>	<u>Price</u>	2024 <u>Price</u>
TM	ALL AREAS	Truck with Plow	Hr	1 Hr					\$119.00
TM	ALL AREAS	Truck with Spreader/Sprayer	Hr	1 Hr					\$122.00
TM	ALL AREAS	Skid Steer	Hr	4 Hrs					\$146.00
TM	ALL AREAS	Back Hoe /Loader less than 3CY	Hr	1 Hr					\$282.00
TM	ALL AREAS	Hauling/Relocating Snow (note)	Hr	1 Hr					\$187.00
TM	ALL AREAS	Single Stage/Paddle Blower	Hr	1 Hr					\$82.00
TM	ALL AREAS	Crew Member	Hr	1 Hr					\$70.00
TM	ALL AREAS	Snow Rator	Hr	1 Hr					\$113.00
TM	ALL AREAS	Bag Ice Melt	50 Lbs	1 Bag					\$53.50
TM	ALL AREAS	Ice Slicer	Ton	1 Ton					\$304.00
TM	ALL AREAS	Front End Loader	Hr	4 Hr					\$292.00
TM	ALL AREAS	Utility Vehicle UTV / Large Blade	Hr	1 Hr					\$111.00
TM	ALL AREAS	ATV / Small Sidewalk Blade	Hr	1 Hr					\$108.00

• **ORDER EFFECTIVE DATE:** 11/01/2024 This Service Order is accepted by BrightView and Client and forms part of the Master Snow Management Agreement signed by the parties and restates and replaces any Service Order previously agreed to for the above Location.

For BrightView:

For Client:

Printed: _____ 11/01/2024
Email: _____
Title: _____

Printed: Denise Denslow 11/01/2024
Email: denise.denslow@claconnect.com
Title: _____

EXHIBIT A-1

**to 2024 Snow Removal Services Agreement between
BrightView Landscape Services, Inc. and
Green Gables Metropolitan District No. 1**

(Map of Snow Removal Areas)

DRAFT

EXHIBIT B

**to 2024 Snow Removal Services Agreement between
BrightView Landscape Services, Inc. and
Green Gables Metropolitan District No. 1**

(Insurance Requirements)

1. Workers' compensation insurance in accordance with applicable law.
2. Comprehensive commercial general liability insurance in the amount of \$1,000,000.00 combined single limit bodily injury and property damage, each occurrence; \$2,000,000.00 general aggregate.
3. Automobile liability insurance in the amount of \$1,000,000.00 combined single limit bodily injury and property damage, each accident.

CERTIFIED COPY OF ANNUAL ADMINISTRATIVE RESOLUTION OF GREEN GABLES METROPOLITAN DISTRICT NO. 1 (2025)

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

At the special meeting of the Board of Directors of the Green Gables Metropolitan District No. 1, Jefferson County, Colorado, held at 11:00 am, on Monday, November 18, 2024 at 2139 S Reed Street, Lakewood, Colorado and by Microsoft Teams virtual meeting platform, there were present:

JoAnn Zelasko
Paul Bartos
Mark Arreguin
Les Steckler
Bob Robitaille

Also present were: Colin B. Mielke, Seter, Vander Wall & Mielke, P.C.; and Denise Denslow, Stephanie Odewumi and Lindsay Ross of CliftonLarsonAllen, LLP.

When the following proceedings, were had and done, to wit:

It was moved by Director _____ to adopt the following Resolution:

WHEREAS, the Green Gables Metropolitan District No. 1 (the “District”) was organized as a special district pursuant to an Order of the District Court in and for Jefferson County, Colorado, and is located within said County; and

WHEREAS, the Board of Directors of the District has a duty to perform certain obligations in order to assure the efficient operation of the District; and

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

WHEREAS, § 32-1-103(15), C.R.S., requires the Board of Directors to publish certain legal notices in a newspaper of general circulation in the District; and

WHEREAS, § 32-1-104.5(3)(a), C.R.S., requires any metropolitan district that was organized after January 1, 2000, but before January 1, 2022, to establish, maintain, and unless specified, annually update an official website in a form that is readily accessible to the public and contains certain specified information; and

WHEREAS, § 24-6-402(2)(c), C.R.S., specifies the duty of the Board of Directors at its first regular meeting of the calendar year to designate a public posting place within the boundaries of the District for notices of meetings, in addition to any other means of notice; and

WHEREAS, § 32-1-903, C.R.S., states that the Board shall meet regularly at a time and in a location to be designated by the Board; and special meetings shall be held as often as the needs to the special district require, and such meetings may be held (A) (1) telephonically; (2) electronically; or (3) by other means not including physical presence but must provide a method for members of the public to attend the meeting: or (B) at a physical location within the boundaries of the District or which are within the boundaries of any county in which the District is located, or, in any county so long as the meeting location does not exceed twenty miles from the District boundaries, unless an appropriate resolution to hold the meeting in another location is adopted by the Board and notice appears on the meeting agenda; and

WHEREAS, § 32-1-903(2), C.R.S., requires that notice of the time and place designated for all regular and special meetings shall be in accordance with § 24-6-402, C.R.S., on a website or other online presence of the District which complies with the statutory criteria, or at a physical posting location as designated by the Board and within the limits of the special district at least 24 hours prior to said meeting; and

WHEREAS, § 32-1-903(6)(a), C.R.S. requires that any metropolitan district that was organized pursuant to § 32-1-305.5, C.R.S. after January 1, 2000 that has residential units within its boundaries and is not in inactive status shall conduct an annual meeting in addition to any other board meeting held pursuant to this section; and

WHEREAS, in accordance with the Colorado Governmental Immunity Act, the Board is given authority to obtain insurance against liability for injuries for which the District may be liable under the Governmental Immunity Act, pursuant to § 24-10-115, C.R.S.; and

WHEREAS, §§ 32-1-901(2) and 32-1-902(2), C.R.S., require the District to obtain an individual, schedule or blanket surety bond in an amount of no less than \$1,000 per director and \$5,000 for the Board Treasurer, and to file such bond with the District Court and the Division of Local Government; and

WHEREAS, § 32-1-104.8, C.R.S., requires the District to have recorded a special district public disclosure document and a map of the boundaries of the District with the County Clerk and Recorder of each county in which the District is located by December 31, 2014, and at any time thereafter that an order confirming the inclusion of property into the District is recorded; and

WHEREAS, § 32-1-306, C.R.S., requires the District to file a current, accurate map of its boundaries with the Division of Local Government, the Jefferson County Clerk and Recorder and the County Assessor on or before January 1 of each year; and

WHEREAS, § 32-1-104(2), C.R.S., requires the District, on or before January 15, to file a copy of the notice required by § 32-1-809, C.R.S. with the Board of County Commissioners,

Assessor, Treasurer, Clerk and Recorder, the governing body of any municipality in which the District is located, and the Division of Local Government, the notice as required by § 32-1-809, C.R.S.; and

WHEREAS, § 32-1-809, C.R.S., requires that on or before January 15 of each year the District will provide a notice to the eligible electors of the District containing the information required by § 32-1-809(1), C.R.S. in the manner set forth in § 32-1-809(2), C.R.S.; and

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

WHEREAS, in accordance with the Public Securities Information Reporting Act, §§ 11-58-101, *et seq.*, C.R.S., issuers of non-rated public securities must file an annual report with the Department of Local Affairs; and

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

WHEREAS, the Unclaimed Property Act, §§ 38-13-101, *et seq.*, C.R.S., requires that governmental subdivisions, if applicable, file an annual report listing unclaimed property with the State Treasurer; and

WHEREAS, elections may be held pursuant to the Special District Act and the Uniform Election Code of 1992 and the Colorado Local Government Election Code, Title 1, Article 13.5, C.R.S. for the purpose of 1) electing members of the District's Board of Directors, 2) to present certain ballot issues to the eligible electors of the District as required by Article X, § 20 of the Colorado Constitution, and 3) to present certain ballot questions to the eligible electors of the District; and

WHEREAS, § 1-1-111(2), C.R.S., states that all powers and authority granted to the governing body of a political subdivision may be exercised by the appointed Designated Election Official; and

WHEREAS, §§ 1-11-103 and 32-1-104(1), C.R.S., require the District to notify the Division of Local Government of the results of any elections held by the District, including business address, telephone number and the contact person; and

WHEREAS, § 32-1-1101.5, C.R.S., requires the District to certify results of any election to incur general obligation indebtedness to the board of county commissioners of each county in

which the special district is located or to the governing body of the municipality that has adopted a resolution of approval of the District; and

WHEREAS, § 32-1-1604, C.R.S., requires within 30 days of incurring or authorizing general obligation debt that the District shall record a notice of such debt with the County Clerk and Recorder, on a form prescribed by the Division of Local Government; and

WHEREAS, in accordance with §§ 32-1-1101.5(1.5) and (2), C.R.S., either the board of county commissioners of each county in which the special district is located, or the governing body of the municipality that has adopted a resolution of approval of the District, may require the District to file an application for quinquennial finding of reasonable diligence; and

WHEREAS, in accordance with § 32-1-207(3)(c)(I), C.R.S., an annual report shall be electronically submitted by October 1, 2023 for fiscal year 2022, and by October 1st each year thereafter to the Jefferson County Board of County Commissioners, the Division of Local Government, the State Auditor, and the Jefferson County Clerk and Recorder in addition to being posted on the District's website; and

WHEREAS, special district directors are governed by § 32-1-902(3), C.R.S., which requires such director to disqualify himself or herself from voting on an issue in which he or she has a conflict of interest unless the director has properly disclosed such conflict in compliance with law, and by the provisions of the Colorado Code of Ethics, §§ 24-18-101, *et seq.*, C.R.S., which provide rules of conduct concerning public officials and their fiduciary duties; and

WHEREAS, § 32-1-902, C.R.S., requires the Board to elect officers, including a Chair of the Board and President of the District, a Treasurer of the Board and District, and a Secretary, who may be a member of the Board; and

WHEREAS, the Board of Directors desires to appoint legal counsel for the District to assist with providing legal services and to assist with the operation of the District; and

WHEREAS, the Board of Directors desires to appoint a manager for the District to provide management activities to assist with the operation of the District; and

WHEREAS, the Board of Directors desires to appoint an accountant for the District to assist with providing financial services and to assist with the financial operations of the District, and who shall also be designated as the budget officer required to prepare and submit to the Board a proposed District budget by October 15, pursuant to §§ 29-1-104 and 29-1-103(3)(d), C.R.S.; and

WHEREAS, pursuant to § 24-71.3-101, *et seq.*, C.R.S., The Uniform Electronic Transaction Act, parties may agree to conduct transactions by electronic means relating to business, commercial and governmental affairs, and that for all documents covered by the Act, if a law requires a record to be in writing, an electronic record satisfies the law; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF GREEN GABLES METROPOLITAN DISTRICT NO. 1, JEFFERSON COUNTY, COLORADO, AS FOLLOWS:

1. The Board of Directors of the District determines that each director serving a term of office shall not receive compensation for services as director.

2. The Board designates the *Jeffco Transcript* as the newspaper of general circulation within the boundaries of the District, or in the vicinity of the District if none is circulated within the District, and directs that all legal notices shall be published in accordance with applicable statutes.

3. The Board designates the District manager to establish, maintain, and update annually in a form accessible to the public, its official website with the information listed in § 32-1-104.5(3), C.R.S.

4. Meeting notices will be posted on the District's website located at: greengablesmd1.org at least 24 hours prior meetings. In the event that the website is unavailable, the Board designates the Green Gables Community Clubhouse, located at 2139 South Reed Street, Lakewood, Colorado, which is within the boundaries of the District, as the 24-hour posting place for meeting notices.

5. The Board determines to hold a regular meeting at _____ on _____ by virtual or electronic means as authorized by the Colorado Revised Statutes.

6. The Board determines to hold its annual meeting pursuant to § 32-1-903(6)(a), C.R.S. on _____, at _____ pm. at _____.

7. The Board directs the District's manager to obtain and maintain insurance for the District, to insure the Directors acting within the scope of employment by the Board against all or any part of such liability for an injury; to insure against the expense of defending a claim for injury against the District or its Board. Additionally, the Board directs the District's manager to obtain bonds or equivalent insurance coverage as required by §§ 32-1-901(2) and 32-1-902(2), C.R.S., in an amount of no less than \$1,000 per director and \$5,000 for the Board Treasurer, and to file the bond or certificate of insurance with the District Court and the Division of Local Government.

8. The Board designates Stephanie Odewumi as the District's "Primary Representative" and designates Catherine T. Bright as the District's "Alternate Representative" to the SDA Insurance Pool so that District insurance coverage may be timely renewed annually and updated as necessary.

9. The Board directs legal counsel to update the Special District Public Disclosure Document and map with Jefferson County Clerk and Recorder after the initial filing deadline of

December 31, 2014, if the District includes additional property and records an Order of Inclusion with the County Clerk and Recorder.

10. The Board directs the District's manager to file an accurate boundary map with the Division of Local Government and the Jefferson County Assessor, as may be required by statute.

11. The Board directs the District's manager to file a copy of the transparency notice as described in § 32-1-809, C.R.S. with the Jefferson County Board of County Commissioners, Assessor, Treasurer, Clerk and Recorder, and the Division of Local Government.

12. The Board directs the District's manager to notify the registered electors in the District of certain specified District information by completing the Special District Transparency Notice as detailed in § 32-1-809, C.R.S. and causing it to be posted to the Special District Association website.

13. The Board designates the District's accountant to serve as the budget officer, and to submit a proposed budget to the Board by October 15, and, in cooperation with legal counsel, to schedule a public hearing on the proposed budget; to prepare a final budget, budget resolutions and amendments to the budget, if necessary; to certify the mill levies on or before December 15; and to file the approved budgets and amendments thereto with the proper governmental entities in accordance with the Local Government Budget Law of Colorado.

14. The Board directs legal counsel to prepare and file the annual public securities report for nonrated public securities issued by the District, with the Department of Local Affairs on or before March 1.

15. The Board directs the District's accountant to prepare for filing with the State Auditor either an Audit Exemption and Resolution for approval of Audit Exemption for the prior fiscal year by March 31; or an audit of the financial statements by June 30; further, the Board directs that the Audit be filed with the State Auditor by July 31.

16. The Board directs legal counsel to prepare the Unclaimed Property Act report, as applicable, and forward the report to the State Treasurer by November 1.

17. The Board hereby appoints Catherine T. Bright as the "Designated Election Official" of the District for any elections to be held during 2025 and any subsequent year. The Board hereby grants all powers and authority for the proper conduct of the election to the Designated Election Official, including but not limited to appointing election judges, appointing a canvass board and cancellation, if applicable, of the election.

18. The District directs the Designated Election Official to notify the Division of Local Government of the results of any elections held by the District, including business address, telephone number and the contact person.

19. The District directs the Designated Election Official to certify results of any election to incur general obligation indebtedness to the Board of County Commissioners for Jefferson County, Colorado.

20. Whenever the District authorizes or incurs general obligation debt, the Board directs the Designated Election Official to record a notice of such debt with the Jefferson County Clerk and Recorder, within 30 days of authorizing or incurring the debt, on a form prescribed by the Division of Local Government.

21. The Board directs legal counsel to prepare and file with the Board of County Commissioners of each County in which the special district is located, or to the governing body of the municipality that has adopted a resolution of approval of the District, if requested, the quinquennial finding of reasonable diligence in accordance with §§ 32-1-1101.5(1.5) and (2), C.R.S.

22. The Board directs legal counsel to prepare and file the special district annual report with the Board of County Commissioners for Jefferson County, the Division of Local Government, the State Auditor and shall further deposit a copy of such report with the County Clerk and Recorder per § 32-1-207(3)(c), C.R.S., and to post a copy of the annual report on the District's website

23. The District hereby directs each present and future member of the Board to execute a Statement of Director Qualification, to be retained in the District's files.

24. The District hereby elects the following officers for the District:

President – JoAnn Zelasko
Asst. Secretary – Paul Bartos
Asst. Secretary – Mark Arreguin
Asst. Secretary – Les Steckler
Treasurer – Bob Robitaille

25. The Board directs legal counsel to file conflict of interest disclosures provided by Board members with the Secretary of State 72 hours prior to the first meeting of the Board and thereafter as directed by the Board member(s). In addition, written disclosures provided by Board members required to be filed with the governing body in accordance with § 18-8-308, C.R.S., shall be deemed filed with the Board of Directors of the District when filed with the Secretary of State.

26. The Board extends the current indemnification resolution to allow the resolution to continue in effect as written.

27. The Board extends the current disposal of personal identifying information resolution to continue in effect as written.

28. The Board of Directors appoints the law firm of Seter, Vander Wall & Mielke, P.C. as legal counsel for the District.

29. The Board of Directors appoints CliftonLarsonAllen LLP as the District's manager.

30. The Board of Directors appoints CliftonLarsonAllen LLP to serve as the District accountant.

31. The Board authorizes its consultants to conduct transactions by electronic means to the extent allowed by the Uniform Electronic Transactions Act.

Whereupon, the motion was seconded by Director _____, and upon vote, unanimously carried. The President declared the motion carried and so ordered.

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ADOPTED AND APPROVED THIS 18TH DAY OF NOVEMBER, 2024.

GREEN GABLES METROPOLITAN DISTRICT NO. 1

By: _____
President / Chairperson

ATTEST:

By: _____
Secretary or Assistant Secretary

DRAFT

CERTIFICATION

I, _____, Secretary or Assistant of the Board of the Green Gables Metropolitan District No. 1, do hereby certify that the attached and foregoing Resolution is a true copy from the records of the proceedings of the Board of said District, on file with Seter, Vander Wall & Mielke, P.C., legal counsel to the District.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the District, at Jefferson County, Colorado, this 18th day of November, 2024.

Secretary or Assistant Secretary

[SEAL]

CERTIFIED COPY OF RESOLUTION TO ADOPT BUDGET AND APPROPRIATE FUNDS FOR THE GREEN GABLES METROPOLITAN DISTRICT NO. 1 - 2025

STATE OF COLORADO)
) ss.
JEFFERSON COUNTY)

The Board of Directors of the Green Gables Metropolitan District No. 1, County of Jefferson, Colorado held a special meeting on Monday, November 18, 2024 at 2139 S Reed Street, Lakewood, Colorado at 11:00 am and also by Microsoft Teams.

The following members of the Board of Directors were present:

President:	JoAnn Zelasko
Assistant Secretary:	Paul Bartos
Assistant Secretary:	Mark Arreguin
Assistant Secretary:	Les Steckler
Treasurer:	Bob Robitaille

Also present were Denise Denslow, Stephanie Odewumi, and Lindsay Ross of CliftonLarsonAllen, LLP and Colin B. Mielke, Seter, Vander Wall & Mielke, P.C.

Counsel reported that, prior to the meeting, each of the Directors were notified of the date, time and place of this meeting and the purpose for which it was called. Counsel further reported that this meeting is a special meeting of the Board of Directors of the District and that a Notice of Special Meeting has heretofore been posted on the District’s website, and to the best of Counsel’s knowledge, remains posted to the date of this meeting. A copy of the Notice of Special Meeting and a copy of the published Notice as to Public Hearing regarding Proposed 2025 Budget and Amended 2024 Budget are incorporated into these proceedings.

**NOTICE OF SPECIAL MEETING
AND
NOTICE OF PUBLIC HEARING RE
PROPOSED 2025 BUDGET AND AMENDED 2024 BUDGET**

DRAFT

[Notice of Special Meeting]

DRAFT

**NOTICE AS TO PUBLIC HEARING REGARDING
PROPOSED 2025 BUDGET AND AMENDED 2024 BUDGET**

NOTICE IS HEREBY GIVEN that a proposed 2025 budget has been submitted to the **GREEN GABLES METROPOLITAN DISTRICT NO. 1** for the fiscal year 2025. A copy of such proposed budget and, if necessary, an amended 2024 budget have been filed in the office of CliftonLarsonAllen LLP, 8390 East Crescent Parkway, Suite 300, Greenwood Village, Colorado, where same is open for public inspection. Such proposed budget and, if necessary, amended budget, will be considered at a special meeting of the Green Gables Metropolitan District No. 1 to be held at 11:00 A.M. on November 18, 2024. The meeting will be held at the Green Gables Clubhouse, 2139 S Reed Street, Lakewood, CO 80227 and via Microsoft TEAMS. To join the meeting virtually, visit the District's website at: www.greengablesmdl.org for the link to join the meeting or call the District at 303-265-7883. Any interested elector within the Green Gables Metropolitan District No. 1 may inspect the proposed budget and, if necessary, the amended budget and file or register any objections at any time prior to the final adoption of the proposed 2025 budget and, if necessary, the 2024 amended budget.

BY ORDER OF THE BOARD OF DIRECTORS:
GREEN GABLES METROPOLITAN DISTRICT NO. 1

By: /s/ SETER, VANDER WALL & MIELKE, P.C.
Attorneys for the District

Publish in: *Jeffco Transcript*
Publish on: _____

Thereupon, Director _____ introduced and moved the adoption of the following
Resolution:
RESOLUTION

A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET, LEVYING PROPERTY TAXES FOR COLLECTION IN THE YEAR 2025 TO HELP DEFRAY THE COSTS OF GOVERNMENT, AND APPROPRIATING SUMS OF MONEY TO EACH FUND IN THE AMOUNTS AND FOR THE PURPOSES SET FORTH HEREIN FOR THE GREEN GABLES METROPOLITAN DISTRICT NO. 1, JEFFERSON COUNTY, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY, 2025, AND ENDING ON THE LAST DAY OF DECEMBER, 2025.

WHEREAS, the Board of Directors of the Green Gables Metropolitan District No. 1 has authorized its budget officer to prepare and submit a proposed budget to said governing body at the proper time; and

WHEREAS, the proposed budget has been submitted to the Board of Directors of the District for its consideration; and

WHEREAS, upon due and proper notice, published in accordance with law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on November 18, 2024, and interested electors were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, the budget being adopted by the Board has been prepared based on the best information available to the Board regarding the effects of Article X, Section 20 of the Colorado Constitution; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GREEN GABLES METROPOLITAN DISTRICT NO. 1, JEFFERSON COUNTY, COLORADO:

Section 1. Summary of 2025 Revenues and 2025 Expenditures. That the estimated revenues and expenditures for each fund for fiscal year 2025, as more specifically set forth in the budget attached hereto, are accepted and approved.

Section 2. Adoption of Budget. That the budget as submitted, amended and attached hereto and incorporated herein is approved and adopted as the budget of the Green Gables Metropolitan District No. 1 for fiscal year 2025.

Section 3. Levy of General Property Taxes. That the foregoing budget indicated that the amount of money necessary to balance the budget for the General Fund for operating expenses from property tax revenue is \$_____ and that the 2023 valuation for assessment, as certified by the Jefferson County Assessor, is \$_____. That for the purposes of meeting all general operating expenses of the District during the 2025 budget year, there is hereby levied a tax of _____ mills upon each dollar of the total valuation of assessment of all taxable property within the District for the year 2024.

Section 4. Levy of Debt Retirement Expenses. That the foregoing budget indicated that the amount of money necessary to balance the budget for the Debt Service Fund for debt retirement expense from property tax revenue is \$_____ and that the 2024 valuation for assessment, as certified by the Jefferson County Assessor, is \$_____. That for the purposes of meeting all debt retirement expenses of the District during the 2024 budget year, there is hereby levied a tax of _____ mills upon each dollar of the total valuation of assessment of all taxable property within the District for the year 2023.

Section 5. Certification to County Commissioners. That the Secretary of the District, is hereby authorized and directed to immediately cause to have certified to the County Commissioners of Jefferson County, the mill levy for the District hereinabove determined and set forth on the Certification of Tax Levies for Non-School Governments attached hereto.

Section 6. Appropriations. That the amounts set forth as expenditures and balances remaining, as specifically allocated in the budget attached hereto, are hereby appropriated from the revenue of each fund, to each fund, for the purposes stated and no other.

Section 7. Budget Certification. That the budget shall be certified by the Secretary or Assistant Secretary of the District, and made a part of the public records of the Metropolitan District.

The foregoing Resolution was seconded by Director _____.

RESOLUTION APPROVED AND ADOPTED THIS 18TH DAY OF NOVEMBER,
2024.

[Remainder of Page Intentionally Left Blank]

*[Green Gables Metropolitan District No. 1]
[2025 Budget Resolution Signature Page]*

GREEN GABLES METROPOLITAN DISTRICT
NO. 1

By: _____
JoAnn Zelasko, President

ATTEST:

By: _____
Secretary or Assistant Secretary

DRAFT

STATE OF COLORADO
COUNTY OF JEFFERSON
GREEN GABLES METROPOLITAN DISTRICT NO. 1

I, _____, hereby certify that I am a Director and the duly elected and qualified Secretary or Assistant Secretary of the Green Gables Metropolitan District No. 1, and that the foregoing constitutes a true and correct copy of the record of proceedings of the Board of Directors of said District, adopted at a meeting of the Board of Directors of the Green Gables Metropolitan District No. 1 held on Monday, November 18, 2024 at 11:00 am, at 2139 S. Reed Street, Lakewood, Colorado and also by Microsoft Teams, as recorded in the official record of the proceedings of the District, insofar as said proceedings relate to the budget hearing for fiscal year 2025; that said proceedings were duly had and taken; that the meeting was duly held; and that the persons were present at the meeting as therein shown.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the official seal of the District this 18th day of November, 2024.

Secretary or Assistant Secretary

[S E A L]

EXHIBIT A

**BUDGET DOCUMENT
AND
BUDGET MESSAGE**

DRAFT

Proposal for Extra Work at Green Gables Metro District No

Property Name	Green Gables Metro District No	Contact	Stephanie Odewumi
Property Address	W. Pierce Way and W. Jewell Ave. Lakewood, CO 80227	To	Green Gables Metro District No 1
		Billing Address	c/o CliftonLarsonAllen LLP 8390 E Crescent Pkwy Ste 300 Greenwood Village, CO 80111

Project Name Pond Cleaning

Project Description Cut down & remove cattails. Clean and dispose of sediment from 2 drainage basins.

Scope of Work

This proposal is a NTE estimate of the time and materials needed to clean out the ponds. The final invoice will reflect the actual time and materials used to perform the work.

QTY	UoM/Size	Material/Description	Total
Equipment and tools			\$42,000.00
80.00	HOUR	Cut cattails & grasses down to the ground, and remove debris.	
1.00	LUMP SUM	Small track skid steer for removing silt from pond bottom	
1.00	LUMP SUM	Large skid steer to move & load debris to Dump Truck.	
1.00	LUMP SUM	Hauling	
75.00	TON	Disposal of materials removed from ponds	
1.00	LUMP SUM	Misc. tools and materials (trash pump, straw blanket and wattles to cover any soil disturbance caused by sediment removal)	
1.00	LUMP SUM	Native seed bare areas after construction.	

For internal use only

SO# 8549360
JOB# 400400494
Service Line 130

Total Price \$42,000.00

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
2333 W Oxford Ave, Sheridan, CO 80110-4340 ph. (303) 761-9262 fax (303) 761-9023

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
10. **Access to Jobsite:** Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. **Payment Terms:** Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. **Assignment:** The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

16. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

		Property Manager
Signature		Title
		Stephanie Odewumi
Printed Name		Date
		November 08, 2024
BrightView Landscape Services, Inc. "Contractor"		
		Landscape Designer, Degreed
Signature		Title
		Leigh DuFresne
Printed Name		Date
		November 08, 2024
Job #:	400400494	
SO #:	8549360	Proposed Price: \$42,000.00

Exclusions And Qualifications

Personnel/ Working Hours

- This Proposal is based upon personnel working normal daytime hours, 8 hour work day, 40 hour work week. Proposal excludes working in an ineffective manner (rain, unsafe working conditions, etc.)
- BrightView is an open shop contractor, non-signatory to any labor agreements.
- This Proposal is based on non-prevailing wage and non-union labor rates.
- This proposal is based on performing the work in one continuous operation and includes one mobilization of equipment, tools and resources to and from site.

Utilities, Traffic Control, and Permitting

- BrightView excludes any permits or applicable fees in this proposal. Permits and fees, if required, are to be supplied and paid for by others including street closure and traffic control plans.
- Permanent or temporary Water meter fees, permits, installation and cost for water not included in proposal.
- BrightView Landscape Maintenance, Inc. is not responsible for underground or overhead utilities or their re-routing.
- BrightView is not responsible for unmarked private utilities.
- A minimum of (48) hour notice prior to mobilization must be provided for proper underground utility marking, etc. in public areas.
- The owner shall be responsible for identifying and marking all underground utilities within in the work site.
- BrightView shall accept no responsibility for damage to any unmarked underground utilities.

Scope of Work/ Project Specifications

- No import or export soils are provided for in this proposal except as noted in the scope of work. All planting spoils to be used on-site.
- Equipment access roads and level crane pads are to be provided at the time of installation and approved by BrightView prior to mobilization.
- Any and all concrete or asphalt cutting, demolition, removal and replacement to be performed by others.
- Hardscape, electrical, surveying, metal work or waterproofing or any other scope not specified in this proposal are excluded.
- No demolition work is provided for in this proposal except as noted in the scope of work.
- BrightView will receive the site clean and free of weeds and construction debris and in finish graded condition (plus or minus 1/10th foot)
- Site is to be readily accessible by smooth bucket skip loader, forklift, and workmen with hand tools, semi-truck and trailer.
- Cutting, patching or penetration of planter walls is excluded. Coring of structures has not been included. All necessary penetrations into existing planters, sealing of these penetrations, etc. to be by others.
- Waterproofing, protection boards, and topping slabs shall be completed, in place and tested by others prior to mobilization.
- Specified plant materials are subject to availability at the time of construction.

Irrigation

- BrightView shall be given sufficient notice to place irrigation sleeves prior to paving, curbing or wall footings being poured.
- No hardscape (asphalt, concrete, etc.) cutting for purposes of installing irrigation piping, wires, etc. is provided in this proposal.
- Irrigation to be taken from provided point of connection. Water meter installation excluded.
- Irrigation to be installed per plan. Any necessary irrigation modifications to be billed at time and materials.
- Power (110v) P.O.C. for irrigation controller will be provided by the others.
- BrightView will warranty the irrigation system, with regards to material and workmanship for (90) days post-installation.

Warranty

- BrightView shall Warranty all shrubs, ground cover and vines for a period of (90) days. Specimen trees for a period of one (1) year.
- Warranty does not extend beyond the natural life cycle of the plant material. (E.G. annual color, perennials, biennials, etc.)