### GREEN GABLES METROPOLITAN DISTRICT NO. 1

8390 E. CRESCENT PKWY., STE. 300 GREENWOOD VILLAGE, CO 80111 303-779-5710 (O) 303-779-0348 (F) www.greengablesmd1.org

### **NOTICE OF SPECIAL MEETING AND AGENDA**

**DATE:** Monday, November 13, 2023

**TIME:** 6:00 p.m.

**LOCATION:** Green Gables Clubhouse

2139 S Reed Street, Lakewood CO 80227

**And MS Teams** 

https://teams.microsoft.com/l/meetup-

join/19%3ameeting MjVIMTRiYTktYjJmNC00Nzk0LThjMjctMjM0NjNhNGEzYzh k%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-

6a247aa3ade0%22%2c%22Oid%22%3a%22d42bab28-fbd8-4e65-a395-

965cf9ef152f%22%7d

or Dial In: 1-720- 547-5281 Conference ID: 408 950 858#

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

### I. ADMINISTRATIVE MATTERS

- A. Call to Order and Approval of Agenda.
- B. Confirm Quorum, Location of Meeting and Posting of Meeting Notices.

### II. CONSENT AGENDA

- A. Review and Approve Minutes of the September 11, 2023 Special Meeting (enclosed).
- B. Review and Consider Approval of BrightView Snow Agreement for 2023-2024 (enclosed).

### III. FINANCIAL MATTERS

- A. Approve and/or ratify approval of payment of claims in the amount of \$71,502.01 (enclosed).
- B. Review and consider approval of September 30, 2023 Unaudited Financial Statements (enclosed).
- C. Conduct Public Hearing on the proposed 2024 Budget and consider adoption of Resolution No. 2023-10-\_\_\_\_ to Adopt the 2024 Budget and Appropriate Sums of Money and Set Mill Levies (enclosure).
- D. Authorize District Accountant to prepare the DLG-70 Certification of Tax Levies form for certification to the Board of County Commissioners and other interested parties and appointment of Board member to sign the DLG-70 Certification of Tax Levies.
- E. Consider approval of engagement letter with Fiscal Focus Partners to prepare 2023 Audit (enclosed).
- F. Consider appointment of District Accountant to prepare 2025 Budget.
- G. Review of CLA Cash Access with Board.

#### IV. LEGAL MATTERS

### V. MANAGER MATTERS

- A. Consider Adoption of 2024 Annual Administrative Resolution (enclosed).
- B. Discuss and consider approval of 2024 insurance renewal. Consider adoption of documents needed to obtain or maintain insurance coverage through the Colorado Special Districts Property and Liability Pool and T. Charles Wilson Risk Management and authorize membership in the Special District Association (enclosed).
- C. Consider Approval of CliftonLarsonAllen LLP Master Services Agreement and related Statement(s) of Work (enclosed).

### VI. DIRECTOR MATTERS

### VII. OTHER BUSINESS

A. Public Comment.

### VIII. ADJOURNMENT

# MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE GREEN GABLES METROPOLITAN DISTRICT NO. 1 (THE "DISTRICT") HELD SEPTEMBER 11, 2023

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 September 11, 2023, at 11:00 a.m. This District Board meeting was held at Green Gables Clubhouse, 2139 S. Reed Street, Lakewood, CO 80227 and via Microsoft Teams. The meeting was open to the public.

### **ATTENDANCE**

### Directors In Attendance Were:

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

### Also, In Attendance Were:

Denise Denslow, Lindsay Ross and Stephanie Odewumi; CliftonLarsonAllen LLP

Colin Mielke; Seter & Vander Wall, P.C. Leigh Dufresne; BrightView Landscaping

Gary Hawkins; Lennar Homes

Bob Palmer, Julia Cooley, Steven George, Bill Karsell and Larry Von Thuh; Members of the Public

### ADMINISTRATIVE MATTERS

<u>Call to Order and Approval of Agenda:</u> Upon a motion duly made by President Zelasko, seconded by Director Bartos and, upon a vote, unanimously carried, the Board called the meeting to order at 11:01 a.m. and approved the Agenda as presented.

### **Confirm 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 noted posting of meeting notice was confirmed and a posted.

Minutes of May 19, 2023 Special Meeting: The Board reviewed the minutes

of the May 19, 2023 special meeting. Upon a motion duly made by President Zelasko, seconded by Director Steckler and, upon vote, unanimously carried, the Board approved the May 19, 2023 Special Meeting Minutes as presented.

### FINANCIAL MATTERS

Approve and/or ratify approval of payment of claims in the amount of \$101,141.76: Following review, upon a motion duly made by President Zelasko, seconded by Director Bartos and, upon vote, unanimously carried, the Board ratified approval of payment of claims in the amount of \$101,141.76 as presented.

June 30, 2023 Unaudited Financial Statements: Following review, upon a motion duly made by Director Bartos, seconded by Director Steckler and, upon vote, unanimously carried, the Board accepted the June 30, 2023 Unaudited Financial Statements and a schedule of cash position updated through September 6, 2023 as presented.

**2024 Budget Process Overview:** Ms. Ross provided an overview of the CLA process for 2024 budgets and noted that the draft budget will be presented on or before the October 15<sup>th</sup> deadline which include possible legislative requirements along with the budget. She further stated that the Board will conduct a budget hearing and final budget will then be processed by January 31, 2024.

### LEGAL MATTERS

### **Discuss Lennar Request Regarding Acceptance of Public Improvements:**

Mr. Mielke informed the Board that Mr. Hawkins delivered a packet of documents related to public improvements that Lennar has requested the District accept for ongoing ownership, operation, and maintenance. He reviewed the District's Public Improvements Acceptance Process with the Board and noted that the Board has until September 30<sup>th</sup> to provide a punch list of items for repair or replacement to Lennar.

Mr. Hawkins confirmed that he has received a punch list from Mile High Flood District related to Sanderson Gulch and that Lennar will be completing all punch list repairs and replacements required by Mile High Flood District.

Streetlight Maintenance Responsibility: The Board discussed the responsibility for streetlight maintenance within the District. It was noted and confirmed by representatives of the HOA that the black streetlights with the yellow tags are owned and maintained by Xcel, and other streetlights are owned and maintained by the HOA. The Metro District does not own or maintain any streetlights and will not insure streetlights due to the ownership by Xcel and the HOA.

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### MANAGER MATTERS

### <u>Discuss Service Agreement for Pump Maintenance Services with Ramey</u> Environmental Compliance, Inc. for Pump House Maintenance and Meter

**Readings**: Ms. Odewumi presented the Board with a proposal for their consideration. Upon discussion, the Board directed CLA to obtain additional quotes and to form a committee of Directors Steckler and Arreguin to assist in review. Following discussion, upon a motion duly made by Director Bartos, seconded by President Zelasko and, upon vote, unanimously carried, the Board approved to form the committee to assist in review of additional quotes for pump maintenance services.

<u>Insurance Status Update</u>: Ms. Odewumi and President Zelasko provided an overview of the process to obtain an updated property schedule with TCW insurance. It was noted they will be increasing insurance to cover the items that will be turned over by Lennar. Final information is due to the Board by 9/30.

**Snow Removal Contract Renewal:** Ms. Odewumi informed the Board she has requested updated rate sheet information from BrightView for the renewal. Ms. Dufresne stated that the rate sheet has been provided.

### DIRECTOR MATTERS

### Review List of Improvements and Punch List Items to be Compiled:

President Zelasko reviewed a list of compiled items to add to a punch list and discussion was had with the Board. Items discussed included the pumphouse and irrigation pump system, Sanderson Gulch, landscaping, the non-potable irrigation system, various stonework and concrete, fencing, water detention ponds, and sidewalks.

The Board will continue to review documentation provided by Lennar and work to prepare a punch list for Lennar by the 9/30 deadline.

**Board Recommendation on Bridge Lights:** The Board discussed the status of lighting on the bridge and Lennar's willingness to either replace the stolen lighting or remove the lighting elements from the bridge. Upon discussion, the Board will be requesting Lennar cap off the stripe bridge lights and repair the wall rather than replace the lighting.

### OTHER BUSINESS

Confirm Quorum for Annual Meeting and Budget Hearing Meeting: The Board will discuss and move forward with email communications to coordinate quorums for November meetings.

**<u>Public Comment:</u>** There were six (6) members of the public present and the following matters were discussed with the Board:

- The HOA's facilities turnover process with Lennar
- Metro District public improvement turnover matters

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- Potential for a new street access for traffic flow
- Meeting times to accommodate members of the public

### **ADJOURNMENT**

There being no further business to come before the Board at this time, upon a motion duly made by Director Bartos, seconded by President Zelasko and, upon vote, unanimously carried the meeting was adjourned at 1:07 p.m.

By_		
	Secretary for the Meeting	

### CLIÈN I PRICING AGREEMEN I

#### **Annual Snow Service Order**



BrightView Landscape Services, Inc. (BrightView)

10/16/2023 11:16

2023

40040\_BVLS Denver West 2333 W Oxford Ave Sheridan CO 80110 Ph: (303) 761-9262 400400494

SERVICE LOCATION (Location)

CLIENT INFORMATION (Client) Client ID

Loc ID **Location Name Estimate** 21823701 GREEN GABLES METRO DISTRICT N 400400494 Company Name GREEN GABLES METRO DISTRICT NO 1

**Location Address** 

Billing Address

W. PIERCE WAY AND W. JEWELL AVE., LAKEWOOD, CO 80227

C/O CLIFTONLARSONALLEN LLP, 8390 E CRESCENT PKWY STE 300, GREE

• SCOPE OF SERVICES Service Start:	11/01/2023	Service End: 05/31/20	202 <u>Start Season:</u>
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.
- · Icemelt 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 S	Service/Unit Description	<u>Unit</u>	Min. Chg.	<b>Price</b>	<b>Price</b>	<b>Price</b>	<u>Price</u>	<u>Price</u>
TM	ALL AREAS	Truck with Plow	Hr	1 Hr					\$115.76
TM	ALL AREAS	Truck with Spreader/Sprayer	Hr	1 Hr					\$119.07
TM	ALL AREAS	Skid Steer	Hr	4 Hrs					\$142.22
TM	ALL AREAS	Back Hoe /Loader less than 3CY	Hr	1 Hr					\$274.52
TM	ALL AREAS	Hauling/Relocating Snow (note)	Hr	1 Hr					\$181.91
TM	ALL AREAS	Single Stage/Paddle Blower	Hr	1 Hr					\$79.38
TM	ALL AREAS	Crew Member	Hr	1 Hr					\$68.36
TM	ALL AREAS	Snow Rator	Hr	1 Hr					\$110.25
TM	ALL AREAS	Bag Ice Melt	50 Lbs	1 Bag					\$51.82
TM	ALL AREAS	Ice Slicer	Ton	1 Ton					\$295.47
TM	ALL AREAS	Front End Loader	Hr	4 Hr					\$283.34
TM	ALL AREAS	Utility Vehicle UTV / Large Blade	Hr	1 Hr					\$108.05
TM	ALL AREAS	ATV / Small Sidewalk Blade	Hr	1 Hr					\$102.53

• ORDER EFFECTIVE DATE:	11/01/2023	This Service C	Order is accepted by Brigh	tView and C	ient pod symes part of the I	Master
Snow Management Agreement signed	by the parties and restates a	and replaces a	ny Service Order previous	ly agreed to	for the above Location.	
For BrightView:			For Client:		Joann zelasko	
Printed:		11/01/2023	Printed:	JoAnn Zela	SKO 0D0FB525FA8F4A9	11/01/2023
Email:			Email:	jfzelasko@l	notmail.com	
<u>Title:</u>			<u>Title:</u>			

### **Green Gables Metropolitan District No. 1**

Claims Paid July 8 - November 1, 2023

<b>Process Date</b>	Vendor	Invoice Number	Payment Method	Amount
9/25/2023	BrightView Landscape Services, Inc	8569414	Vendor Direct	5,209.00
9/25/2023	XCEL ENERGY	843311174	Other	1,633.56
9/26/2023	CliftonLarsonAllen LLP	3834258	BILL EFT	1,548.96
9/26/2023	Save Ward Lake, LLC	1023	BILL EFT	19,931.70
9/26/2023	Seter Vander Wall P.C.	86155	BILL Check	1,643.25
9/26/2023	V Ventures	Multiple	BILL Check	13,428.60
10/26/2023	BrightView Landscape Services, Inc	8612797	Vendor Direct	5,209.00
10/27/2023	CliftonLarsonAllen LLP	3870801	BILL EFT	1,570.43
10/27/2023	CliftonLarsonAllen LLP	3870845	BILL EFT	2,487.45
10/27/2023	Save Ward Lake, LLC	1024	BILL EFT	12,805.12
10/27/2023	Seter Vander Wall P.C.	86262	BILL Check	6,034.94
			Total Claims Paid \$	71,502.01

# GREEN GABLES METROPOLITAN DISTRICT NO. 1 FINANCIAL STATEMENTS SEPTEMBER 30, 2023

### Green Gables Metro District No. 1 Balance Sheet - Governmental Funds September 30, 2023

		General		Debt Service	С	apital Projects		Total
Assets								
Checking Account	\$	6,220.27	\$	-	\$	70,029.93	\$	76,250.20
CSAFE		381,312.26		1,849.49		-		383,161.75
PNC Debt Service Reserve		-		845,955.72		-		845,955.72
PNC Loan Payment Fund		-		756,276.52		-		756,276.52
Accounts Receivable		27,817.48		-		-		27,817.48
Receivable from County Treasurer		1,411.37		4,057.88		-		5,469.25
Total Assets	\$	416,761.38	\$	1,608,139.61	\$	70,029.93	\$	2,094,930.92
Link Water								
Liabilities Accounts Payable	Ф	34,859.28	Ф		\$	_	Ф	34,859.28
Total Liabilities	Ψ		Ψ		Ψ		Ψ	
Total Liabilities		34,859.28						34,859.28
Fund Balances		381,902.10		1,608,139.61		70,029.93		2,060,071.64
Liabilities and Fund Balances	\$	416,761.38	\$	1,608,139.61	\$	70,029.93	\$	2,094,930.92

# 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, 2023

	A	nnual Budget		Actual		Variance
Revenues						
Property taxes	\$	240,130.00	\$	235,909.65	\$	4,220.35
Specific ownership taxes	,	16,809.00	•	13,074.27	,	3,734.73
Interest income		2,100.00		3,446.16		(1,346.16)
Water - Revenue from HOA		210,000.00		47,294.67		162,705.33
Water - Revenue from Lennar GGMD NO. 2		29,560.00		27,993.60		1,566.40
Miscellaneous Revenue		39,600.00		2,115.75		37,484.25
Total Revenue		538,199.00		329,834.10		208,364.90
Expenditures						
Accounting		48,300.00		19,678.37		28,621.63
Auditing		6,000.00		6,150.00		(150.00)
County Treasurer's fee		3,610.00		3,540.94		69.06
Dues and membership		700.00		667.31		32.69
Insurance		5,500.00		4,888.00		612.00
District management		46,000.00		31,381.44		14,618.56
Legal		58,000.00		27,008.89		30,991.11
Miscellaneous		1,200.00		969.50		230.50
Election		30,000.00		2,331.26		27,668.74
Landscaping		49,500.00		31,254.00		18,246.00
Snow removal		5,000.00		1,334.55		3,665.45
Storm drainage		10,000.00		-		10,000.00
Water - Acquisition Cost		225,000.00		62,394.82		162,605.18
Water Facility O&M		36,400.00		25,011.64		11,388.36
Contingency		11,790.00		-		11,790.00
Total Expenditures		537,000.00		216,610.72		320,389.28
Net Change in Fund Balances		1,199.00		113,223.38		(112,024.38)
Fund Balance - Beginning		214,495.00		268,678.72		(54,183.72)
Fund Balance - Ending	\$	215,694.00	\$	381,902.10	\$	(166,208.10)

### 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, 2023

		Annual Budget	 Actual	 Variance
Revenues				
Property taxes	\$	690,408.00	\$ 678,273.89	\$ 12,134.11
Specific ownership taxes		48,329.00	37,590.46	10,738.54
Interest income		10,700.00	40,106.77	(29,406.77)
Total Revenue		749,437.00	755,971.12	(6,534.12)
Expenditures				
County Treasurer's fee		10,356.00	10,180.75	175.25
Bond interest		409,994.00	204,435.54	205,558.46
Bond principal		280,000.00	-	280,000.00
Contingency		4,650.00	-	4,650.00
Total Expenditures	_	705,000.00	214,616.29	490,383.71
Net Change in Fund Balances		44,437.00	541,354.83	(496,917.83)
Fund Balance - Beginning		1,054,032.00	1,066,784.78	(12,752.78)
Fund Balance - Ending	\$	1,098,469.00	\$ 1,608,139.61	\$ (509,670.61)

# 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, 2023

	Annual Budget	Actual	Variance
Expenditures Capital outlay Total Expenditures	70,030.00 70,030.00		70,030.00 70,030.00
Net Change in Fund Balances	(70,030.00)	-	(70,030.00)
Fund Balance - Beginning Fund Balance - Ending	70,030.00 \$ -	70,029.93 \$ 70,029.93	0.07 \$ (70,029.93)

#### GREEN GABLES METROPOLITAN DISTRICT NO. 1 Schedule of Cash Position September 30, 2023 Updated as of October 30, 2023

	General	Debt Service	Capital Projects		
	Fund	Fund	Fund	Total	
FirstBank - Checking Account					
Balance as of 9/30/2023	\$ 6,220.27	\$ -	\$ 70,029.93	\$ 76,250.20	
Subsequent activities:					
10/11/23 Transfer from CSAFE	30,000.00	-	-	30,000.00	
10/27/2023 Bill.com Payments	(28,106.94)	-	-	(28,106.94)	
Anticipated activities:					
Anticipated Transfer from CSAFE	25,000.00	-	-	25,000.00	
Anticipated Bill.com Payments	(24,732.68)	-	-	(24,732.68)	
Anticipated Balance	8,380.65		70,029.93	78,410.58	
CSAFE					
Balance as of 9/30/2023	381,312.26	1,849.49	-	383,161.75	
Subsequent activities:	,	,		,	
10/30/23 Property Taxes - September	1,411.37	4,057.88	-	5,469.25	
Anticipated activities:					
Anticipated Transfer to FirstBank	(25,000.00)	-	-	(25,000.00)	
Anticipated Balance	357,723.63	5,907.37	<u> </u>	363,631.00	
PNC - Payment Fund Account					
Balance as of 9/30/2023	-	756,276.52	-	756,276.52	
Anticipated activities: Anticipated 12/1 DS payment	-	(485,558.46)	-	(485,558.46)	
Anticipated Balance		270,718.06	-	270,718.06	
PNC - Reserve Fund account		0.45.055.70		0.45.055.70	
Balance as of 9/30/2023	-	845,955.72		845,955.72	
Anticipated Balance		845,955.72	-	845,955.72	
Total Anticipated Balances	\$ 366,104.28	\$ 1,122,581.15	\$ 70,029.93	\$ 1,558,715.36	

Yield information at 09/30/23

CSAFE: 5.44% PNC: 2.84%

## GREEN GABLES METROPOLITAN DISTRICT NO. 1 Property Taxes Reconciliation 2023

**Current Year Prior Year** Net % of Total Property % of Total Property Delinquent Specific Total Property Taxes, Rebates Ownership Treasurer's Due to Amount **Taxes Received** Cash **Taxes Received** and Abatements Received Monthly Y-T-D Received Monthly Y-T-D Taxes Fees County Taxes Interest \$ \$ \$ \$ January 8,542.00 5,908.06 (128.13) \$ 14,321.93 0.92% 0.92% 15,042.01 1.00% 1.00% February 385,840.67 5,576.57 (5,787.61) 385,629.63 41.46% 42.38% \$ 364,308.70 39.20% 40.20% 46,853.26 5,844.74 (702.80)51,995.20 5.04% 47.42% 73,760.68 7.44% 47.64% March 105,546.70 4,820.76 108,818.12 11.34% 58.76% \$ 130,103.62 13.68% April 34.38 (1,583.72)61.32% May 71,644.73 5,944.87 25.68 (1,075.06) 76,540.22 7.70% 66.46% \$ 54,893.05 5.41% 66.73% 276,822.15 5,306.27 (4,152.33)277,976.09 29.75% 96.21% \$ 295,342.80 31.74% 98.47% June July 18,895.13 5,416.11 533.58 (291.43)24,553.39 2.03% 98.24% \$ 16,107.14 1.16% 99.63% 38.90 6,378.10 1.55 6,417.94 0.00% 98.24% 10,331.58 0.37% 99.99% (0.61)August September 5,469.25 5,469.25 0.00% 98.24% 5,463.63 0.00% 99.99% October 0.00% 98.24% 5,724.54 0.00% 99.99% November 0.00% 98.24% 5,307.10 0.00% 100.00% December 0.00% 98.24% 4,111.87 0.00% 100.00% 50,664.73 \$ 595.19 951,721.77 98.24% 980,496.72 100.00% 100.00% 914,183.54 \$ (13,721.69) \$ 98.24%

Assessed value
Assessed value
\$ 14,610,889

**Property Tax** 

General Fund Debt Service Fund Total

**Specific Ownership Tax** 

General Fund Debt Service Fund Total

**Treasurer's Fees** 

General Fund Debt Service Fund Total

			Property Taxes	% Collected to
	Taxes Levied	% of Levied	Collected	Amount Levied
\$	240,130.00	25.81%	\$ 235,909.65	98.24%
	690,408.00	74.19%	678,273.89	98.24%
\$	930,538.00	100.00%	\$ 914,183.54	
Ī				
\$	16,809.00	25.81%	\$ 13,074.27	77.78%
	48,329.00	74.19%	37,590.46	77.78%
\$	65,138.00	100.00%	\$ 50,664.73	
\$	3,610.00	25.81%	\$ 3,540.94	98.09%
	10,356.00	74.19%	10,180.75	98.31%
\$	13,966.00	100.00%	\$ 13,721.69	

16.435 47.253 63.688

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.

### **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.

### 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.

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.

### Revenue (Continued)

### **Property Taxes (Continued)**

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 56.880.

### **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 7.000% 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 1%.

#### **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 1.500% of property tax collections.

### **Capital Outlay**

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

### **Expenditures (Continued)**

#### **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.

#### **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%.

### **Debt and Leases (Continued)**

### **Series 2019 General Obligation Loan (Continued)**

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.

### 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

# Series 2019 Dated November 14, 2019 Interest Payable June 1 and December 1 Principal Payable December 1

Year Ending	Principal Payable December 1					
December 31,	F	Principal		Interest		Total
2023	\$	280,000	\$	409,994	\$	689,994
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
	\$	13,390,000	\$	7,017,718	\$	20,407,718

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**

**ANNUAL BUDGET** 

FOR THE YEAR ENDING DECEMBER 31, 2024

# GREEN GABLES METROPOLITAN DISTRICT NO. 1 SUMMARY 2024 BUDGET WITH 2022 ACTUAL AND 2023 ESTIMATED For the Years Ended and Ending December 31,

	ACTUAL	BUDGET	ACTUAL	ESTIMATED	BUDGET 1	BUDGET 2
	2022	2023	9/30/2023	2023	2024	2024
BEGINNING FUND BALANCES	\$ 1,236,729	\$ 1,338,557	\$ 1,405,494	\$ 1,405,493	\$ 1,619,750	\$ 1,619,750
REVENUES						
Property taxes	930,012	930,538	914,184	930,538	1,017,430	1,015,563
Specific ownership taxes	63,844	65,138	50,664	101,328	71,220	71,089
Interest income	15,601	12,800	43,553	87,106	67,000	67,000
Water - Revenue from HOA	141,856	210,000	47,295	54,000	137,800	137,800
Water - Revenue from Lennar	17,020	-	-	-	-	-
Water - Revenue from Lennar GGMD NO. 2	40,055	29,560	27,994	26,000	34,560	34,560
Miscellaneous Revenue	28,512	39,600	2,116	39,000	-	-
Total revenues	1,236,900	1,287,636	1,085,806	1,237,972	1,328,010	1,326,012
Total funds available	2,473,629	2,626,193	2,491,300	2,643,465	2,947,760	2,945,762
EXPENDITURES						
General Fund	369,517	537,000	216,611	323,365	450,000	450,000
Debt Service Fund	698,619	705,000	214,617	700,350	680.000	680,000
Capital Projects Fund	-	70,030		-	70,030	70,030
Total expenditures	1,068,136	1,312,030	431,228	1,023,715	1,200,030	1,200,030
Total expenditures and transfers out						
requiring appropriation	1,068,136	1,312,030	431,228	1,023,715	1,200,030	1,200,030
ENDING FUND BALANCES	\$ 1,405,493	\$ 1,314,163	\$ 2,060,072	\$ 1,619,750	\$ 1,747,730	\$ 1,745,732
EMERGENCY RESERVE RESERVE FUND	\$ 10,300 823,393	\$ 16,100 823,393	\$ 8,500 823,393	\$ 10,200 823,393	\$ 11,400 823,393	\$ 11,400 823,393
		· · · · · · · · · · · · · · · · · · ·				
TOTAL RESERVE	\$ 833,693	\$ 839,493	\$ 831,893	\$ 833,593	\$ 834,793	\$ 834,793

<sup>\*\*</sup> Budget 1 indicates preliminary AV. Budget 2 assumes preliminary AV adjustment if Prop HH passes.

### GREEN GABLES METROPOLITAN DISTRICT NO. 1 PROPERTY TAX SUMMARY INFORMATION 2024 BUDGET

### WITH 2022 ACTUAL AND 2023 ESTIMATED For the Years Ended and Ending December 31,

	ACTUAL		BUDGET	ACTUAL	ESTIMATED	BUDGET 1	BUDGET 2
	2022		2023	9/30/2023	2023	2024	2024
ASSESSED VALUATION							
Residential	\$ 14,166,816	5 \$ ·	13,835,345	\$ 13,835,345	\$ 13,835,345	\$ 17,923,549	\$ 17,113,495
Natural resources	(	6	6	6	6	6	6
State assessed	1,446	3	2,632	2,632	2,632	2,624	2,619
Vacant land	659,61°		508,751	508,751	508,751	492,141	491,259
Personal property	172,49		264,155	264,155	264,155	272,425	271,937
	15,000,370		14,610,889	14,610,889	14,610,889	18,690,745	17,879,316
Certified Assessed Value	\$ 15,000,370	) \$ ′	14,610,889	\$ 14,610,889	\$ 14,610,889	\$ 18,690,745	\$ 17,879,316
MILL LEVY							
General	16.000	)	16.435	16.435	16.435	16.435	17.051
Debt Service	46.000	)	47.253	47.253	47.253	38.000	39.750
Total mill levy	62.000	)	63.688	63.688	63.688	54.435	56.801
PROPERTY TAXES							
General	\$ 240.006	s \$	240.130	\$ 240.130	\$ 240.130	\$ 307.182	\$ 304.860
Debt Service	690,017		690,408	690,408	690,408	710,248	710,703
Levied property taxes	930,023	3	930,538	930,538	930,538	1,017,430	1,015,563
Adjustments to actual/rounding	(1		-	(35,288)	-	-	-
Budgeted property taxes	\$ 930,012	2 \$	930,538	\$ 895,250	\$ 930,538	\$ 1,017,430	\$ 1,015,563
BUDGETED BRODERTY TAYES		•					_
BUDGETED PROPERTY TAXES  General	\$ 240,003		240,130	\$ 231,024	\$ 240,130	\$ 307,182	\$ 304,860
Debt Service	\$ 240,000 690,009		690,408	\$ 231,024 664,226	690,408	<b>710,248</b>	710,703
	\$ 930,012		930,538	\$ 895.250	\$ 930.538	\$ 1,017,430	\$ 1,015,563
	<del>-</del> 000,012	- Ψ	000,000	Ţ 000,±00	<del>+</del> 000,000	÷ 1,011,400	<del>+ 1,010,000</del>

<sup>\*\*</sup> Budget 1 indicates preliminary AV. Budget 2 assumes preliminary AV adjustment if Prop HH passes.

## GREEN GABLES METROPOLITAN DISTRICT NO. 1 GENERAL FUND 2024 BUDGET

### WITH 2022 ACTUAL AND 2023 ESTIMATED For the Years Ended and Ending December 31,

	ACTUAL	BUDGET	ACTUAL	ESTIMATED	BUDGET 1	BUDGET 2
	2022	2023	9/30/2023	2023	2024	2024
	LULL	2020	0/00/2020	2020	2021	2021
BEGINNING FUND BALANCES	\$ 153,104	\$ 214,495	\$ 268,679	\$ 268,678	\$ 337,483	\$ 337,483
REVENUES						
Property taxes	240,003	240,130	235,910	240,130	307,182	304,860
Specific ownership taxes	16,476	16,809	13,074	26,148	21,503	21,340
Interest income	1,169	2,100	3,446	6,892	16,000	16,000
Water - Revenue from HOA	141,856	210,000	47,295	54,000	137,800	137,800
Water - Revenue from Lennar	17,020	,,,,,,,	,200		,	
Water - Revenue from Lennar GGMD NO. 2	40,055	29,560	27,994	26,000	34,560	34,560
Miscellaneous Revenue	28,512	39,600	2,116	39,000		
Total revenues	485,091	538,199	329,835	392,170	517,045	514,560
Total funds available	638,195	752,694	598,514	660,848	854,528	852,043
EXPENDITURES						
General and administrative						
Accounting	38,330	48,300	19,678	38,000	42,000	42,000
Auditing	5,600	6,000	6,150	6,000	6,600	6,600
County Treasurer's fee	3,602	3,610	3,541	3,610	4,608	4,573
Dues and membership	620	700	667	667	700	700
Insurance	5,022	5,500	4,888	4,888	12,100	12,100
District management	33,000	46,000	31,381	37,000	41,000	41,000
Legal	39,104	58,000	27,009	54,018	59,000	59,000
Miscellaneous	26	1,200	970	970	1,200	1,200
Election	1,140	30,000	2,331	2,331	-	-
Contingency	-	11,790	_,	_,	6,392	6,427
Operations and maintenance		,			-,	-,
Repairs and maintenance	664	_	_	_	10,000	10,000
Landscaping	46,047	49,500	31,254	46,881	49,500	49,500
Landscaping - Irrigation	-	-	-	-	10,000	10,000
Snow removal	2,847	5,000	1,335	5,000	5,500	5,500
Water - Acquisition Cost	164,561	225,000	62,395	80,000	155,000	155,000
Water Facility O&M	28,954	36,400	25,012	34,000	36,400	36,400
Storm drainage	-	10,000	-	10,000	10,000	10,000
Total expenditures	369,517	537,000	216,611	323,365	450,000	450,000
Total expenditures and transfers out						
requiring appropriation	369,517	537,000	216,611	323,365	450,000	450,000
ENDING FUND BALANCES	\$ 268,678	\$ 215,694	\$ 381,903	\$ 337,483	\$ 404,528	\$ 402,043
EMERGENCY RESERVE	\$ 10,300	\$ 16,100	\$ 8,500	\$ 10,200	\$ 11,400	\$ 11,400
TOTAL RESERVE	\$ 10,300	\$ 16,100	\$ 8,500	\$ 10,200	\$ 11,400	\$ 11,400
	ψ 10,000	ψ 10,100	ψ 0,000	ψ 10, <u>200</u>	Ψ 11,100	ψ 11,100

<sup>\*\*</sup> Budget 1 indicates preliminary AV. Budget 2 assumes preliminary AV adjustment if Prop HH passes.

## GREEN GABLES METROPOLITAN DISTRICT NO. 1 DEBT SERVICE FUND 2024 BUDGET

### WITH 2022 ACTUAL AND 2023 ESTIMATED For the Years Ended and Ending December 31,

	ACTUAL	BUDGET	ACTUAL	ESTIMATED	BUDGET 1	BUDGET 2
	2022	2023	9/30/2023	2023	2024	2024
BEGINNING FUND BALANCES	\$ 1,013,595	\$ 1,054,032	\$ 1,066,785	\$ 1,066,785	\$ 1,212,237	\$ 1,212,237
REVENUES						
Property taxes	690,009	690,408	678,274	690,408	710,248	710,703
Specific ownership taxes	47,368	48,329	37,590	75,180	49,717	49,749
Interest income	14,432	10,700	40,107	80,214	51,000	51,000
Total revenues	751,809	749,437	755,971	845,802	810,965	811,452
Total funds available	1,765,404	1,803,469	1,822,756	1,912,587	2,023,202	2,023,689
EXPENDITURES						
General and administrative						
County Treasurer's fee	10,357	10,356	10,181	10,356	10,654	10,661
Contingency	-	4,650	-	-	1,825	1,818
Debt Service						
Bond interest	418,262	409,994	204,436	409,994	402,521	402,521
Bond principal	270,000	280,000	-	280,000	265,000	265,000
Total expenditures	698,619	705,000	214,617	700,350	680,000	680,000
Total expenditures and transfers out						
requiring appropriation	698,619	705,000	214,617	700,350	680,000	680,000
ENDING FUND BALANCES	\$ 1,066,785	\$ 1,098,469	\$ 1,608,139	\$ 1,212,237	\$ 1,343,202	\$ 1,343,689
RESERVE FUND	\$ 823,393	\$ 823,393	\$ 823,393	\$ 823,393	\$ 823,393	\$ 823,393
TOTAL RESERVE	\$ 823,393	\$ 823,393	\$ 823,393	\$ 823,393	\$ 823,393	\$ 823,393

<sup>\*\*</sup> Budget 1 indicates preliminary AV. Budget 2 assumes preliminary AV adjustment if Prop HH passes.

## GREEN GABLES METROPOLITAN DISTRICT NO. 1 CAPITAL PROJECTS FUND 2024 BUDGET

### WITH 2022 ACTUAL AND 2023 ESTIMATED For the Years Ended and Ending December 31,

	P	CTUAL 2022	E	SUDGET 2023	ACTUAL /30/2023	ESTIMATED 2023	E	SUDGET 2024
BEGINNING FUND BALANCES	\$	70,030	\$	70,030	\$ 70,030	\$ 70,030	\$	70,030
REVENUES								
Total revenues		-		-	-	-		-
Total funds available		70,030		70,030	70,030	70,030		70,030
EXPENDITURES  General and Administrative  Capital Projects								
Capital outlay		-		70,030	-	-		70,030
Total expenditures		-		70,030	-	-		70,030
Total expenditures and transfers out requiring appropriation		-		70,030	-			70,030
ENDING FUND BALANCES	\$	70,030	\$	-	\$ 70,030	\$ 70,030	\$	-

### **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.

#### 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.

Senate Bill 21-293 among other things, designates multi-family residential real property (defined generally, as property that is a multi-structure of four or more units) as a new subclass of residential real property. For tax collection year 2024, the assessment rate for single family residential property decreases to 6.765% from 6.95%. The rate for multifamily residential property, the newly created subclass, decreases to 6.765% from 6.80%. Agricultural and renewable energy production property remains at 26.4%. Producing oil and gas remains at 87.5%. All other nonresidential property decreases to 27.90% from 29%.

### **Specific Ownership Taxes**

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

### **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.

### **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.

### **Debt and Leases (continued)**

### **Series 2019 General Obligation Loan (Continued)**

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

# Series 2019 Dated November 14, 2019 Interest Payable June 1 and December 1 Principal Payable December 1

Year Ending	Principal Payable December 1						
December 31,		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	

### CERTIFIED COPY OF RESOLUTION TO ADOPT BUDGET AND APPROPRIATE FUNDS FOR THE GREEN GABLES METROPOLITAN DISTRICT NO. 1 - 2024

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 13, 2023 at 2139 S Reed Street, Lakewood, Colorado at 6:00 pm and also by Microsoft TEAMS.

The following members of the Board of Directors were present:

President:
Secretary/Treasurer:
Assistant Secretary:
Assistant Secretary:
Assistant Secretary:
Assistant Secretary:
Les Steckler

Also present were Denise Denslow, CliftonLarsonAllen, LLP and Colin B. Mielke, Seter & Vander Wall, 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 2024 Budget and Amended 2023 Budget are incorporated into these proceedings.

# NOTICE OF SPECIAL MEETING AND NOTICE OF PUBLIC HEARING RE PROPOSED 2024 BUDGET AND AMENDED 2023 BUDGET



### EXHIBIT A

### BUDGET DOCUMENT BUDGET MESSAGE



### GREEN GABLES METROPOLITAN DISTRICT NO. 1

8390 E. CRESCENT PKWY., STE. 300 GREENWOOD VILLAGE, CO 80111 303-779-5710 (O) 303-779-0348 (F) www.greengablesmd1.org

### NOTICE OF SPECIAL MEETING AND AGENDA

**DATE:** Monday, November 13, 2023

**TIME:** 6:00 p.m.

**LOCATION:** Green Gables Clubhouse

2139 S Reed Street, Lakewood CO 80227

**And MS Teams** 

https://teams.microsoft.com/l/meetup-

join/19%3ameeting MjVIMTRiYTktYjJmNC00Nzk0LThjMjctMjM0NjNhNGEzYzh k%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-

6a247aa3ade0%22%2c%22Oid%22%3a%22d42bab28-fbd8-4e65-a395-

965cf9ef152f%22%7d

or Dial In: 1-720- 547-5281 Conference ID: 408 950 858#

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

### I. ADMINISTRATIVE MATTERS

- A. Call to Order and Approval of Agenda.
- B. Confirm Quorum, Location of Meeting and Posting of Meeting Notices.

### II. CONSENT AGENDA

- A. Review and Approve Minutes of the September 11, 2023 Special Meeting (enclosed).
- B. Review and Consider Approval of BrightView Snow Agreement for 2023-2024 (enclosed).

### III. FINANCIAL MATTERS

- A. Approve and/or ratify approval of payment of claims in the amount of \$71,502.01 (enclosed).
- B. Review and consider approval of September 30, 2023 Unaudited Financial Statements (enclosed).
- C. Conduct Public Hearing on the proposed 2024 Budget and consider adoption of Resolution No. 2023-10-\_\_\_\_ to Adopt the 2024 Budget and Appropriate Sums of Money and Set Mill Levies (enclosure).
- D. Authorize District Accountant to prepare the DLG-70 Certification of Tax Levies form for certification to the Board of County Commissioners and other interested parties and appointment of Board member to sign the DLG-70 Certification of Tax Levies.
- E. Consider approval of engagement letter with Fiscal Focus Partners to prepare 2023 Audit (enclosed).
- F. Consider appointment of District Accountant to prepare 2025 Budget.
- G. Review of CLA Cash Access with Board.

#### IV. LEGAL MATTERS

### V. MANAGER MATTERS

- A. Consider Adoption of 2024 Annual Administrative Resolution (enclosed).
- B. Discuss and consider approval of 2024 insurance renewal. Consider adoption of documents needed to obtain or maintain insurance coverage through the Colorado Special Districts Property and Liability Pool or T. Charles Wilson Risk Management and authorize membership in the Special District Association (enclosed).
- C. Consider Approval of CliftonLarsonAllen LLP Master Services Agreement and related Statement(s) of Work (enclosed).

### VI. DIRECTOR MATTERS

### VII. OTHER BUSINESS

A. Public Comment.

### VIII. ADJOURNMENT

# [Notice of Special Meeting]



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NOTICE AS TO PUBLIC HEARING REGARDING PROPOSED 2024 BUDGET AND AMENDED 2023 BUDGET

NOTICE IS HEREBY GIVEN that a proposed 2024 budget has been submitted to the

**GREEN GABLES METROPOLITAN DISTRICT NO. 1** for the fiscal year 2024. A copy of such

proposed budget and, if necessary, an amended 2023 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

6:00 P.M. on Monday, November 13, 2023. 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.greengablesmd1.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 2024 budget and, if necessary, the 2023 amended budget.

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

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

Publish in: Jeffco Transcript

Publish on: Thursday, November 2, 2023

{00697508}

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 2024 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, 2024, AND ENDING ON THE LAST DAY OF DECEMBER, 2024.

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 13, 2023, 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. <u>Summary of 2024 Revenues and 2024 Expenditures</u>. That the estimated revenues and expenditures for each fund for fiscal year 2024, as more specifically set forth in the budget attached hereto, are accepted and approved.
- Section 2. <u>Adoption of Budget</u>. 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 2024.
- 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 2024 budget year, there is hereby levied a tax of \_\_\_\_\_.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District for the year 2023.
- 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 2023 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 \_\_\_.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District for the year 2023.
- Section 5. <u>Certification to County Commissioners</u>. 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.

  [00697508]

Section 6. <u>Appropriations</u>. 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. <u>Budget Certification</u>. 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 b	y Dire	ctor	
	$\mathcal{C}$			_		

RESOLUTION APPROVED AND ADOPTED THIS  $13^{\mathrm{TH}}$  DAY OF NOVEMBER, 2023.

[Remainder of Page Intentionally Left Blank]



# [Green Gables Metropolitan District No. 1] [2024 Budget Resolution Signature Page]

	GREEN GABLES METROPOLITAN DISTRICT NO. 1
	By: JoAnn Zelasko, President
ATTEST:	
By: Secretary or Assistant Secretary	

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 13, 2023 at 2139 S. Reed Street, Lakewood, Colorado and also by Microsoft TEAMSs, as recorded in the official record of the proceedings of the District, insofar as said proceedings relate to the budget hearing for fiscal year 2024; that said proceedings were duly had and taken; that the meeting was duly held; and that the persons were present at the meeting as therein shown.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the official seal of the District this 13<sup>th</sup> day of November, 2023.

Secretary or Assistant Secretary

[SEAL]





October 13, 2023

To the Board of Directors and Management Green Gables Metropolitan District No. 1 Jefferson County, Colorado

We are pleased to confirm our understanding of the services we are to provide Green Gables Metropolitan District No. 1 (the District) for the year ended December 31, 2023.

### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities and each major fund, and the disclosures, which collectively comprise the basic financial statements of the District as of and for the year ended December 31, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. If the District elects to omit the MD&A, as in prior years, our report will contain a statement that the District has omitted MD&A. The Statement of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – General Fund, will be subjected to the auditing procedures applied in our audit of the financial statements.

We have also been engaged to report on supplementary and other information, other than RSI, that accompanies the District's financial statements. We will subject the following supplementary information, as applicable, to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America (GAAS), and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- Schedule of Revenues, Expenditures and Changes in Fund Balances Budget and Actual Debt Service Fund
- 2) Schedule of Revenues, Expenditures and Changes in Fund Balances Budget and Actual Capital Projects Fund
- 3) Principal payment schedule
- 4) Summary of Assessed Valuation, Mill Levy, and Property Taxes Collected

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether the District's financial statements are fairly presented, in all material respects in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement of a reasonable user made based on the financial statements.

# Fiscal Focus Partners, LLC

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### Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

### **Audit Procedures—Internal Control**

We will obtain an understanding of the District and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

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#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

### **Other Services**

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for any nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

### Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatements, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making drafts of the financial statements, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

### **Engagement Administration, Fees, and Other**

We understand that your employees or consultants will prepare the financial statements and all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Fiscal Focus Partners, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will

Page 4 of 4

be made available upon request and in a timely manner to an applicable regulator or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Fiscal Focus Partners, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to an applicable regulator or its designee. The applicable regulator or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

We expect to begin our audit on a date mutually agreed to by your accountants and our firm, and to issue our reports no later than July 31, 2024, or September 30, 2024 if the District is eligible for, and management requests, an extension of time from the state auditor. If the originally scheduled audit commencement date is not met due to delays in availability of required information and rescheduling is necessary, we will advise you of any change in anticipated report issuance dates. Eric Barnes, Lisa Pastore or Heather Prewitt will be the engagement partner and will be responsible for supervising the engagement and signing the report or authorizing another individual to sign it. Our audit engagement commences when all information necessary to conduct the audit is available and provided to us, and ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service. This engagement agreement may be cancelled by you or by us upon written notice provided at least 60 days prior to engagement commencement.

Our fee for these services will be \$6,350 plus out-of-pocket costs (such as postage, mileage, etc.). Our invoice for these fees will be rendered upon completion of fieldwork and in-house review and is payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes thirty days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel, contractors, and professionals, and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

### Reporting

We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the Board of Directors of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to Green Gables Metropolitan District No. 1 and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Fiscal focus farmers
Fiscal Focus Partners, LLC
RESPONSE: This letter correctly sets forth the understanding of Green Gables Metropolitan District No. 1.
Authorized signature:Title:
Date:

# CERTIFIED COPY OF ANNUAL ADMINISTRATIVE RESOLUTION OF GREEN GABLES METROPOLITAN DISTRICT NO. 1 (2024)

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 6:00 p.m., on Monday, November 13, 2023 at 2139 S Reed Street, Lakewood, Colorado and by Microsoft TEAMS virtual meeting platform, there were present:

JoAnn Zelasko Paul Bartos Krystal Smith Mark Arreguin Les Steckler

Also present were: Colin B. Mielke, Seter & Vander Wall, 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, § 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, § 32-1-1001(2)(a), C.R.S., requires that a district may fix or increase fees, rates, tolls, penalties, or charges for domestic water or sanitary sewer services only after consideration of the action at a public meeting held at least thirty days after providing notice stating that the action is being considered and stating the date, time, and place of the meeting at which the action is being considered; 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 1<sup>st</sup> 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. 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.
- 4. The Board determines to hold a regular meeting at \_\_\_\_\_. on \_\_\_\_\_ by virtual or electronic means as authorized by the Colorado Revised Statutes.
- 5. 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.
- 6. 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.
- 7. 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.
- 8. 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.
- 9. 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.

- 10. 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.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. The Board hereby appoints Catherine T. Bright as the "Designated Election Official" of the District for any elections to be held during 2024 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.
- 16. 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.
- 17. 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.
- 18. 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.
- 19. 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.

- 20. 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
- 21. The District hereby directs each present and future member of the Board to execute an Affidavit of Qualification of Director, to be retained in the District's files.
  - 22. The District hereby elects the following officers for the District:

President – JoAnn Zelasko Secretary / Treasurer – Krystal Smith Asst. Secretary – Paul Bartos Asst. Secretary – Mark Arreguin Asst. Secretary – Les Steckler

- 23. 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.
- 24. The Board extends the current indemnification resolution to allow the resolution to continue in effect as written.
- 25. The Board extends the current disposal of personal identifying information resolution to continue in effect as written.
- 26. The Board of Directors appoints the law firm of Seter & Vander Wall, P.C. as legal counsel for the District.
- 27. The Board of Directors appoints CliftonLarsonAllen LLP as the District's manager.
- 28. The Board of Directors appoints CliftonLarsonAllen LLP to serve as the District accountant.
- 29. 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 13TH DAY OF NOVEMBER, 2023.

### GREEN GABLES METROPOLITAN DISTRICT NO. 1

	By:	
		President / Chairperson
ATTEST:		
By:		
Secretary or Assistant Secretary		

# **CERTIFICATION**

I,
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the District, at Jefferson County, Colorado, this 13th day of November, 2023.
Secretary or Assistant Secretary
[SEAL]

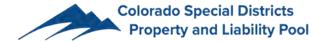


### **ENDORSEMENT**

Named Member Green Gables Metropolitan District No. 1	Endorsement CSD Pool – 24786					
Coverage Number	Issue Date					
23PL-61189-1858	10/12/2023					
Issued By						
Colorado Special Districts Property and Liability Pool						

This endorsement modifies coverage as follows:

<b>Effective Date</b>	Change Type	Description
9/21/2023	Add	Add Location: Pumphouse
9/21/2023	Add	Add Location: Bridge (S. Upham St.)
9/21/2023	Add	Add Location: Bridge (S. Reed St.)
9/21/2023	Add	Add Location: Trees
9/21/2023	Add	Add Location: Perennials
9/21/2023	Add	Add Location: Shrubs
9/21/2023	Add	Add Location: Entry Columns
9/21/2023	Add	Add Location: Wrought Iron Fencing
9/21/2023	Add	Add Location: Benches
9/21/2023	Add	Add Location: Trash Cans
9/21/2023	Update	Add (3) Ponds to General Liability Schedule



# **Property and Liability Coverage**

### Interim Invoice

**District:** Green Gables Metropolitan District No. 1

c/o CliftonLarsonAllen LLP

8390 E. Crescent Parkway, Suite 300 Greenwood Village, CO 80111 **Broker:** Highstreet TCW Risk Management

384 Inverness Parkway

Suite 170

Englewood, CO 80112

Coverage No.	Entity ID	Invoice No.	Policy Effective Date	Policy Expiration Date	Invoice Date		
23PL-61189-1858	61189	24786	1/1/2023	12/31/2023	10/12/2023		

Change Details		
<b>Effective Date</b>	Change Type	Description
9/21/2023	Add	Add Location: Pumphouse
9/21/2023	Add	Add Location: Bridge (S. Upham St.)
9/21/2023	Add	Add Location: Bridge (S. Reed St.)
9/21/2023	Add	Add Location: Trees
9/21/2023	Add	Add Location: Perennials
9/21/2023	Add	Add Location: Shrubs
9/21/2023	Add	Add Location: Entry Columns
9/21/2023	Add	Add Location: Wrought Iron Fencing
9/21/2023	Add	Add Location: Benches
9/21/2023	Add	Add Location: Trash Cans
9/21/2023	Update	Add (3) Ponds to General Liability Schedule

Contribution Changes	
General Liability	\$ 210.00
Equipment Breakdown	\$ 78.00
Property	\$1,675.00
No-Fault Water/Sewer Backup	\$ 61.00

Balance Due: \$2,024.00

**Payment Due Upon Receipt** 

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 <u>E-Bill Express</u>
Refer to Payment Instructions page for additional options

billing@csdpool.org 800-318-8870 ext. 3



# **Payment Instructions**

The contribution for this coverage endorsement 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 <u>here</u> or go to csdpool.org/documents. You can also find an FAQ <u>here</u> 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, Inc. 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, Inc. 1800 SW 1<sup>st</sup> Ave, Suite 400 Portland, OR 97201

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

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

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 <a href="mailto:billing@csdpool.org">billing@csdpool.org</a> or 800-318-8870 ext. 3 for billing questions.



Coverage Period: 1/1/2023-EOD 12/31/2023

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.	
Location / Premise#	Unique#	PROP- 00116630	Frame	2	Replace	ement	Buildings:	\$544,471.00	\$637	\$	\$
Pumphouse	umphouse Year Built: Term: 9/21/2023 to 12/31/2023 Contents:		\$ 0.00			-					
6850 W. Adriatic Ave.	Sq. Feet:		County:	Jeffers on	Ded:	\$1,000.00	EDP: Business Inc:	\$ 0.00 \$ 0.00			
Lakewood, CO 80232	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Qu No	ıake Applies:	Excess Flood App	lies: No			Otherwise Classified:	\$ 0.00			
Location / Premise#	Unique#	PROP- 00116632	Not Assigned	2	Replace	ement	Buildings:	\$ 0.00	\$ 51	\$	\$
Bridge	Year Built:		Term:	9/21/202	21/2023 to 12/31/2023		Contents:	\$ 0.00			
S. Reed St. (39.680510519052994, - 105.07361998658399)	Sq. Feet:		County:	Jeffers on	Ded:	\$1,000.00	EDP: Business Inc:	\$ 0.00 \$ 0.00			
Lakewood, CO 80232	# Stories		Flood Zone:	Zone X		I	UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No			Excess Flood Applies: No		Otherwise Classified:	\$34,000.00					
	'		-		•		'				
Location / Premise#	Unique#	PROP- 00116631	Not Assigned	2	Replace	ement	Buildings:	\$ 0.00	\$ 51	\$	\$
Bridge	Year Built:		Term:	9/21/202	2023 to 12/31/2023		Contents:	\$ 0.00			
S. Upham St. (39.68045315855427, - 105.07721511043893)	Sq. Feet:		County:	Jeffers on	Ded:	\$1,000.00	EDP: Business Inc:	\$ 0.00 \$ 0.00			
Lakewood, CO 80232	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Excess Quake Applies: No No		ıake Applies:	Excess Flood App				Otherwise Classified:	\$34,000.00			

10/12/2023 Page 1 of 4



Coverage Period: 1/1/2023-EOD 12/31/2023

Named Member:

Green Gables Metropolitan District No. 1

**Broker**:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$1,000.00

Location/Premise Add	dress / Descripti	on	Construction Class	Prot. Class	Valu	uation	Valu	ues	Property Contrib.	Quake Contrib.	Flood Contrib.
Location / Premise#	Unique#	PROP- 00116633	Not Assigned	2	Replace	ement	Buildings:	\$ 0.00	\$374	\$	\$
Trees	Year Built:		Term:	9/21/202	23 to 12/3	1/2023	Contents:	\$ 0.00			
Throughout District	Sq. Feet:		County:	Jeffers on	Ded:	\$1,000.00	EDP: Business Inc:	\$ 0.00 \$ 0.00			
Lakewood, CO 80232	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Qu No	iake Applies:	Excess Flood Applic	es: No			Otherwise Classified:	\$247,000.00			
			T		T		1				
Location / Premise#	Unique#	PROP- 00116634	Not Assigned	2	Replace	ement	Buildings:	\$ 0.00	\$ 9	\$	\$
Perrenials	Year Built:		Term:	9/21/202	23 to 12/3	1/2023	Contents:	\$ 0.00			
T				Jeffers		<b>0.1</b> 0.00 0.0	EDP:	\$ 0.00			
Throughout District	Sq. Feet:		County:	on	Ded:	\$1,000.00	Business Inc:	\$ 0.00			
Lakewood, CO 80232	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Qu No	ıake Applies:	Excess Flood Appli	es: No			Otherwise Classified:	\$5,900.00			
Location / Premise#	Unique#	PROP- 00116635	Not Assigned	2	Replace	ement	Buildings:	\$ 0.00	\$487	\$	\$
Shrubs	Year Built:		Term:	9/21/202	23 to 12/3	1/2023	Contents:	\$ 0.00			
Throughout District	Sq. Feet:		County:	Jeffers on	Ded:	\$1,000.00	EDP: Business Inc:	\$ 0.00 \$ 0.00			
Lakewood, CO 80232	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Qu No	iake Applies:	Excess Flood Appli				Otherwise Classified:	\$321,885.00			

10/12/2023 Page **2** of **4** 



Coverage Period: 1/1/2023-EOD 12/31/2023

Named Member:

Green Gables Metropolitan District No. 1

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$1,000.00

Locati	ion/Premise Add	ress / Descripti	on	Construction Class	Prot. Class	Vali	uation	Val	ues	Property Contrib.	Quake Contrib.	Flood Contrib.
Location / Premise#		Unique#	PROP- 00116636	Not Assigned	2	Replace	ement	Buildings:	\$ 0.00	\$ 27	\$	\$
Entry Column	ns (4)	Year Built:		Term:	9/21/202	23 to 12/3	1/2023	Contents:	\$ 0.00			•
Throughout D	District	Sq. Feet:		County:	Jeffers on	Ded:	\$1,000.00	EDP: Business Inc:	\$ 0.00 \$ 0.00			
Lakewood, Co	O 80232	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipm Breakdown A		Excess Qu No	iake Applies:	Excess Flood Appl	ies: No			Otherwise Classified:	\$18,000.00			
		_										
Location / Premise#		Unique#	PROP- 00116637	Not Assigned	2	Replace	ement	Buildings:	\$ 0.00	\$ 30	\$	\$
Wrought Iron LF)	Fencing (428	Year Built:		Term:	9/21/202	23 to 12/3	1/2023	Contents:	\$ 0.00			
Throughout D	District	Sq. Feet:		County:	Jeffers on	Ded:	\$1,000.00	EDP: Business Inc:	\$ 0.00 \$ 0.00			
Lakewood, C0	O 80232	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipm Breakdown A		Excess Qu No	ıake Applies:	Excess Flood Appl	ies: No			Otherwise Classified:	\$19,688.00			
		·										
Location / Premise#		Unique#	PROP- 00116638	Not Assigned	2	Replace	ement	Buildings:	\$ 0.00	\$ 5	\$	\$
Benches		Year Built:		Term:	9/21/202	23 to 12/3	1/2023	Contents:	\$ 0.00			
Throughout D	District	Sq. Feet:		County:	Jeffers on	Ded:	\$1,000.00	EDP: Business Inc:	\$ 0.00 \$ 0.00			
Lakewood, Co	O 80232	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipm Breakdown A		Excess Qu	ıake Applies:	Excess Flood Appl				Otherwise Classified:	\$3,170.00			

10/12/2023 Page **3** of **4** 



Coverage Period: 1/1/2023-EOD 12/31/2023

Named Member:

Green Gables Metropolitan District No. 1

**Broker**:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$1,000.00

Class Contrib. Contrib. Contrib.	Location/Premise Address / Description	Construction Class	Prot.	Valuation	Values	Property	Quake	Flood
			Class					

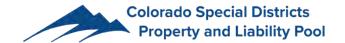
Location / Premise#	Unique#	PROP- 00116639	Not Assigned	2	Replac	ement	Buildings:	\$ 0.00	\$ 2	\$ \$
Trash Cans	Year Built:		Term:	9/21/202	23 to 12/3	1/2023	Contents:	\$ 0.00		
				Jeffers			EDP:	\$ 0.00		
Throughout District	Sq. Feet:		County:	on	Ded:	\$1,000.00	Business Inc:	\$ 0.00		
Lakewood, CO 80232	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00		
NOC Equipment Breakdown Applies: No	Excess Qu No	ıake Applies:	Excess Flood Applie	s: No			Otherwise Classified:	\$1,555.00		

Totals:	Buildings:	\$544,471.00	\$1,673.00	\$0.00	\$0.00
	Contents:	\$0.00			
	EDP:	\$0.00			
	Business Inc:	\$0.00			
	UG Pipes:	\$0.00			
	Otherwise Classified:	\$685,198.00			

Minimum Property Contribution:

\$425

10/12/2023 Page **4** of **4** 



### **Property Certificate Holder Declaration**

Master Coverage Document Number: CSD Pool 1/1/2020 – 12/31/2020

**Coverage Period:** 1/1/2023 to EOD 12/31/2023

**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:**

\$1,229,669 Reported Buildings, Personal Property, Other Scheduled Items, and EDP per Schedule.

\$250,000 Business Income including Extra Expense/Rental Income unless a higher limit 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 \$50,000,000 per occurrence and all member annual aggregate limit.

**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: \$1,675

### 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



## General Liability Schedule Metropolitan District

<u>Policy Number:</u> 23PL-61189-1858 <u>Coverage Period:</u> 1/1/2023 – EOD 12/31/2023

Named Member: Green Gables Metropolitan District Broker: Highstreet TCW Risk Management

No. 1

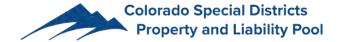
Code	Description	Unit	Amount	Effective Date	Expiration Date
1	1-Number of Skate Board Parks	Total	0.00	1/1/2023	12/31/2023
2	2-Number of Diving Boards	Total	0.00	1/1/2023	12/31/2023
3	3-Number of Water Slides	Total	0.00	1/1/2023	12/31/2023
4	4-Maximum Bond Issued	Dollars	0.00	1/1/2023	12/31/2023
5	5-Number of Bonds Issued	Total	0.00	1/1/2023	12/31/2023
20	20-Day Care Operations - Total Annual Payroll	Dollars	0.00	1/1/2023	12/31/2023
30	30-Number of EMT Personnel	Total	0.00	1/1/2023	12/31/2023
32	32-Paid Firefighters - Non-EMT	Total	0.00	1/1/2023	12/31/2023
37	37-Pipe Line - Under Drain	Miles	0.00	1/1/2023	12/31/2023
39	39-Pipe Line	Miles	0.00	1/1/2023	12/31/2023
42	42-Pipe Line - Sewer	Miles	0.00	1/1/2023	12/31/2023
43	43-Pipe Line - Sewer / Storm Drainage Combined	Miles	0.00	1/1/2023	12/31/2023
50	50-Number of Teachers	Total	0.00	1/1/2023	12/31/2023
70	70-Number of Golf Courses	Total	0.00	1/1/2023	12/31/2023
80	80-Number of Go Cart Tracks	Total	0.00	1/1/2023	12/31/2023
98	98-Additional First Named Members	Total	0.00	1/1/2023	12/31/2023
105	105-Total Operating Expenses - Any other	Dollars	285,797.00	1/1/2023	12/31/2023
130	130-Total Operating Expenses - Park & Recreation	Dollars	0.00	1/1/2023	12/31/2023
131	131-Total Operating Expenses - Cemetery	Dollars	0.00	1/1/2023	12/31/2023

					68
132	132-Total Operating Expenses - Soil & Water Conservation	Dollars	0.00	1/1/2023	12/31/2023
133	133-Total Operating Expenses - Pest Control	Dollars	0.00	1/1/2023	12/31/2023
134	134-Total Operating Expenses - Hospital / Health	Dollars	0.00	1/1/2023	12/31/2023
135	135-Total Operating Expenses - Drainage	Dollars	0.00	1/1/2023	12/31/2023
136	136-Total Operating Expenses - Library	Dollars	0.00	1/1/2023	12/31/2023
137	137-Total Operating Expenses - Water Control	Dollars	0.00	1/1/2023	12/31/2023
138	138-Total Operating Expenses - Fire / Ambulance	Dollars	0.00	1/1/2023	12/31/2023
139	139-Total Operating Expenses - Water	Dollars	0.00	1/1/2023	12/31/2023
140	140-Total Operating Expenses - Irrigation	Dollars	0.00	1/1/2023	12/31/2023
141	141-Total Operating Expenses - Sanitation	Dollars	0.00	1/1/2023	12/31/2023
142	142-Total Operating Expenses - Transit	Dollars	0.00	1/1/2023	12/31/2023
143	143-Total Operating Expenses - Improvement	Dollars	0.00	1/1/2023	12/31/2023
151	151-Total Operating Expenses - Sanitation MW Discounted	Dollars	0.00	1/1/2023	12/31/2023
215	215-Buildings & Premises Occupied by District	Sq. Ft.	0.00	1/1/2023	12/31/2023
		oq. r ti	0.00	1, 1, 1010	12/01/2020
250	250-Number of Homes – Covenant Enforcement/Design Review Services under District Authority	Total	0.00	1/1/2023	12/31/2023
270	270-Number of Aboveground Storage Tanks (excluding water tanks)	Total	0.00	1/1/2023	12/31/2023
331	331-Number of Paid Firefighters - Full-Time	Total	0.00	1/1/2023	12/31/2023
332	332-Number of Paid Firefighters - Part-Time	Total	0.00	1/1/2023	12/31/2023
333	333-Number of Volunteer Firefighters	Total	0.00	1/1/2023	12/31/2023
334	334-Number of Paid EMT - Full-Time	Total	0.00	1/1/2023	12/31/2023
335	335-Number of Paid EMT - Part-Time	Total	0.00	1/1/2023	12/31/2023
341	341-Time Spent by Club/Recreation/Camp Volunteers	Hours	0.00	1/1/2023	12/31/2023
342	342-Time Spent by Day Care Volunteers	Hours	0.00	1/1/2023	12/31/2023
344	344-Time Spent by Event Organizer Volunteers	Hours	0.00	1/1/2023	12/31/2023

					69
345	345-Time Spent by General Volunteers	Hours	0.00	1/1/2023	12/31/2023
348	348-Number of Board Members	Total	5.00	1/1/2023	12/31/2023
350	350-Number of Permanent Employees - Full-Time	Total	0.00	1/1/2023	12/31/2023
351	351-Number of Permanent Employees - Part-Time	Total	0.00	1/1/2023	12/31/2023
366	366-Total Payroll	Dollars	0.00	1/1/2023	12/31/2023
400	400-Number of Boats - Under 26'	Total	0.00	1/1/2023	12/31/2023
411	411-Total Water Delivered Annually - Millions of Gallons (MGAL)	MGAL	0.00	1/1/2023	12/31/2023
414	414-Playground/parks (Area)	Acres	0.00	1/1/2023	12/31/2023
415	415-Number of Grandstands/Stadiums	Total	0.00	1/1/2023	12/31/2023
420	420-Vacant Land	Acres	0.00	1/1/2023	12/31/2023
450	450-Miles of Road Maintained	Miles	0.00	1/1/2023	12/31/2023
522	522-Number of Ponds, Lakes & Reservoirs	Total	3.00	1/1/2023	12/31/2023
550	550-Fire Department Area Served	Sq Miles	0.00	1/1/2023	12/31/2023
671	671-Number of Parks	Total	0.00	1/1/2023	12/31/2023
710	710-Dams - Class 1 - Low Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2023	12/31/2023
712	712-Dams - Class 1 - Low Hazard - Number of Dams	Count	0.00	1/1/2023	12/31/2023
720	720-Dams - Class 2 - Med Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2023	12/31/2023
722	722-Dams - Class 2 - Med Hazard - Number of Dams	Count	0.00	1/1/2023	12/31/2023
730	730-Dams - Class 3 - High Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2023	12/31/2023
732	732-Dams - Class 3 - High Hazard - Number of Dams	Count	0.00	1/1/2023	12/31/2023
811	811-Number of Spillways	Total	0.00	1/1/2023	12/31/2023
900	900-Services Contracted out to Others	Dollars	171,000.00	1/1/2023	12/31/2023
924	924-Revenue from use of Swimming Pools	Dollars	0.00	1/1/2023	12/31/2023
925	925-Number of Swimming Pools	Total	0.00	1/1/2023	12/31/2023
945	945-Number of Sewage Taps	Total	0.00	1/1/2023	12/31/2023

					70
946	946-Number of Water Mains or Connections	Total	0.00	1/1/2023	12/31/2023
947	947-Sewer and/or Sanitation Line Maintenance (budget)	Dollars	0.00	1/1/2023	12/31/2023
948	948-Water Line Maintenance (budget)	Dollars	0.00	1/1/2023	12/31/2023
997	997-Number of district sponsored Events/Fundraisers - No Alcohol Served	Total	0.00	1/1/2023	12/31/2023
998	998-Number of District sponsored Events/Fundraisers – With Alcohol Served	Total	0.00	1/1/2023	12/31/2023
999	999-Prior Acts Coverage Under a Previous "Claims Made" Policy	Premium	0.00	1/1/2023	12/31/2023

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.



### **Equipment Breakdown Declarations**

Master Coverage Document Number: CSD Pool EB 01 01 19

Named Member:

Green Gables Metropolitan District No. 1 Highstreet TCW Risk Management c/o CliftonLarsonAllen LLP 384 Inverness Parkway

8390 E. Crescent Parkway, Suite 300 Suite 170

Greenwood Village, CO 80111 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.

**Broker of Record:** 

#### **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: \$544,471 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

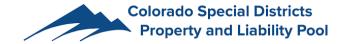
**Deductible:** \$1,000 per Occurrence

Contribution: \$78

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:

**Authorized Representative** 



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

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

The following renewal documents are attached where applicable:

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



## **Property and Liability Coverage**

## Invoice

#### Named Member:

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
24PL-61189-1431	61189	1/1/2024	EOD 12/31/2024	10/12/2023

verage	Contribution
General Liability	\$1,977.00
Property	\$6,864.00
Crime	\$178.00
Non-Owned Auto Liability	\$132.00
Hired Auto Physical Damage	\$65.00
Equipment Breakdown	\$309.00
No-Fault Water Intrusion & Sewer Backup	\$160.00
Public Officials Liability	\$1,163.00
Excess	\$1,250.00
Pollution	\$0.00

Total Contribution	\$12,098.00
Estimated Annualized Contribution (for budgeting purposes only)	\$12,098.00

Total contribution includes commission paid to the Broker reflected above

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):

4.39% Continuity Credit Discount

8% Multi Program Discount for WC Program Participation

**Payment Due Upon Receipt** 

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

Remit checks to: Colorado Special Districts Property and Liability Pool

c/o McGriff Insurance Services, LLC

PO Box 1539

Portland, OR 97207-1539

We accept online payments at **E-Bill Express** 

Refer to Payment Instructions page for additional options

billing@csdpool.org 800-318-8870 ext. 3



## **Payment Instructions**

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

We accept the following payment methods:

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

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

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

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

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

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

Please be advised that in accordance with the Intergovernmental Agreement (IGA), automatic expulsion will occur on the 60<sup>th</sup> 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.



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

## Green Gables Metropolitan District No. 1

Year	Contribution
2024	\$12,098.00
2023	\$5,967.00
Difference	\$6,131.00
% Difference	102.75%

	Contribution	Equipment Breakdown	TOE	Contribution	General Liability
	\$309.00	Yr. 2024	\$285,797.00	\$1,977.00	Yr. 2024
	\$78.00	Yr. 2023	\$285,797.00	\$1,297.00	Yr. 2023
	\$231.00	Difference	NaN	\$680.00	Difference
	296.15%	% Difference	0.00%	52.43%	% Difference
	0.00%	Loss Ratio		0.00%	Loss Ratio
	Contribution	Crime	Auto Count	Contribution	Auto Liability
	\$178.00	Yr. 2024	0	\$132.00	Yr. 2024
	\$158.00	Yr. 2023	0	\$132.00	Yr. 2023
	\$20.00	Difference	0		Difference
	12.66%	% Difference	0.00%	NaN	% Difference
	0.00%	Loss Ratio		0.00%	Loss Ratio
EE Coun	Contribution	Public Officials Liability	TIV	Contribution	Auto Physical Damage
(	\$1,163.00	Yr. 2024	\$0.00	\$65.00	Yr. 2024
(	\$1,163.00	Yr. 2023	\$0.00	\$65.00	Yr. 2023
(	\$0.00	Difference	\$0.00		Difference
0.00%	0.00%	% Difference	0.00%	NaN	% Difference
	0.00%	Loss Ratio		0.00%	Loss Ratio

Property/Inland Marine	Contribution	TIV	Excess Liability	Contribution
Yr. 2024	\$6,864.00	\$1,228,054.00	Yr. 2024	\$1,250.00
Yr. 2023	\$1,675.00	\$1,229,669.00	Yr. 2023	\$1,250.00
Difference	\$5,189.00	-\$1,615.00	Difference	\$0.00
% Difference	309.79%	-0.13%	% Difference	0.00%
Loss Ratio	0.00%		Loss Ratio	0.00%

Earthquake	Contribution	Flood	Contribution	No Fault	Contribution
Yr. 2024	\$0.00	Yr. 2024	\$0.00	Yr. 2024	\$160.00
Yr. 2023	\$0.00	Yr. 2023	\$0.00	Yr. 2023	\$149.00
Difference	\$0.00	Difference	\$0.00	Difference	\$11.00
% Difference	0.00%	% Difference	0.00%	% Difference	7.38%
Loss Ratio	0.00%	Loss Ratio	0.00%	Loss Ratio	0.00%



## **Deductible Options**

## Green Gables Metropolitan District No. 1

Based on Coverage 24PL-61189-1431 data as of 10/12/2023

Auto	Liability
	\$12,098.00

Auto Physical Damage		
Comprehensive and Collision	on Deductibles	
Both	\$12,098.00	

General Liability				
\$0.00	\$1,977.00			
\$500.00	\$1,707.00			
\$1,000.00	\$1,643.00			
\$2,500.00	\$1,580.00			
\$5,000.00	\$1,516.00			
\$7,500.00	\$1,491.00			
\$10,000.00	\$1,452.00			

Property				
Property and Inland Marine Deductibles (IM Max				
Both \$250.00	\$8,139.00			
Both \$500.00	\$6,973.00			
Both \$1,000.00	\$6,864.00			
Both \$2,500.00	\$6,768.00			
Both \$5,000.00	\$6,698.00			
Property \$7,500.00	\$6,628.00			
Property \$10,000.00	\$6,542.00			
Property \$25,000.00	\$6,241.00			
Property \$50,000.00	\$5,937.00			
Property \$100,000.00	\$5,582.00			
\$5,000)				

No-Fault				
\$500.00	\$160.00			
\$1,000.00	\$112.00			
\$2,500.00	\$104.00			
\$5,000.00	\$80.00			
\$7,500.00	\$72.00			

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	\$2,654.00				
EPLI \$7,500.00	\$2,368.00				
EPLI \$10,000.00	\$2,083.00				
EPLI \$25,000.00	\$1,512.00				
EPLI \$50,000.00	\$1,226.00				
EPLI \$100,000.00	\$1,163.00				

Equipment Breakdown				
\$1,000.00	\$309.00			
\$2,500.00	\$302.00			
\$5,000.00	\$275.00			
\$7,500.00	\$268.00			
\$10,000.00	\$259.00			



## **2024 Excess Liability Options Proposal**

## **This Proposal Does Not Bind Coverage**

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

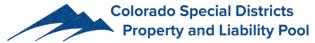
Named Member: Green Gables Metropolitan District No. 1

Certificate Number: 24PL-61189-1431

Excess Limit	<b>Annual Excess Contribution</b>	<b>Change in Contribution</b>
\$1,000,000	\$474	-\$776
\$2,000,000	\$686	-\$564
\$3,000,000	\$810	-\$440
\$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

<sup>\*</sup> This is your current excess limit.

Note: This is not your Coverage Document. It was created solely for informational purposes. 10/12/2023



## Public Entity Liability and Auto Physical Damage Certificate Holder Declaration

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

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	\$1,977
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	\$3,500	\$7,000	None	Included
No-Fault Water Intrusion & Sewer Backup	\$200,000 limited to \$10,000 Any One Premises	***\$1,000,000	\$500	\$160
Cyber	\$200,000	**\$200,000	\$1,000	Included
Fiduciary Liability	\$200,000	**\$200,000	\$1,000	Included
Excess Liability - Coverage agreements	\$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	\$2,500	N/A	None	Included

Total Contribution \$4,747

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:

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

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

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

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



## **Property Certificate Holder Declaration**

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

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:**

\$1,228,054 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

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

Values: 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.

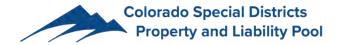
Contribution: \$6,864

## 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:



## **PROPERTY ENDORSEMENT**

Named Member: Green Gables Metropolitan District No. 1	Property Form No: CSD Pool Property 01 01 23
Certificate Number: 24PL-61189-1431	Effective Date of Endorsement: 1/1/2024
Issued By: Colorado Special Districts Property and Liability Pool	

This endorsement modifies coverage provided under the following:

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

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

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

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

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

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



#### PROPERTY ENDORSEMENT

Named Member: Green Gables Metropolitan District No. 1	Property Form No: CSD Pool Property 01 01 23
Certificate Number: 24PL-61189-1431	Effective Date of Endorsement: 1/1/2024
Issued By: Colorado Special Districts Property and Liability Pool	

This endorsement modifies the coverage provided under the following:

# PROPERTY COVERAGE DOCUMENT COSMETIC DAMAGE EXCLUSION PLEASE READ IT CAREFULLY

The following is added to Section 7 PERILS EXCLUDED:

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

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

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

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

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

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



## **Equipment Breakdown Declarations**

Master Coverage Document Number: CSD Pool EB 01 01 21

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

Named Member:

Green Gables Metropolitan District No. 1 Highstreet TCW Risk Management

c/o CliftonLarsonAllen LLP 384 Inverness Parkway 8390 E. Crescent Parkway, Suite 300 Suite 170

Greenwood Village, CO 80111 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.

**Broker of Record:** 

#### **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: \$544,471 Scheduled Property

#### **Sub Limits:**

\$2,500,000
\$1,000,000
\$1,000,000
\$1,000,000
\$1,000,000
\$500,000
\$250,000
\$250,000
\$250,000
\$250,000
\$100,000
\$5,000

**Deductible:** \$1,000 per Occurrence

Contribution: \$309

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:



## **Crime Certificate Holder Declaration**

**Master Coverage Document Number:** J05931794

Certificate Number: 24PL-61189-1431

**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

**Insurer:** Federal Insurance Company (Chubb)

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

384 Inverness Parkway

Suite 170

Englewood, CO 80112

**Covered Designated Agent(s):** 

### **Coverages and Limits:**

Employee Theft: \$10,000

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

<u>Deductible(s):</u>

All Crime except Social Engineer Fraud: \$250

Social Engineering Fraud: 20% of Social Engineering Fraud Limit

Contribution: \$178

**Policy Forms:** 

PF-52815 (04/20) The Chubb Primary<sup>™</sup> Commercial Crime Insurance

PF-52853 (04/20) Governmental Entity (Colorado Special Districts Pool) Endorsement

PF-53127 (04/20) Colorado Amendatory Endorsement PF-52851 (04/20) Add Corporate Credit Card Coverage

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

Countersigned by



## **Identity Recovery Certificate Holder Declaration**

Master Coverage Policy Number: Insurer:

CSD 2009 CP IDR Form 01 01 21 The Hartford Steam Boiler Inspection

and Insurance Company

Named Member: Broker of Record:

Green Gables Metropolitan District No. 1 Highstreet TCW Risk Management

c/o CliftonLarsonAllen LLP 384 Inverness Parkway

8390 E. Crescent Parkway, Suite 300 Suite 170

Greenwood Village, CO 80111 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:** 

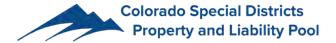
\$5,000 Lost Wages and Child/Elder Care \$1,000 Mental Health Counseling \$1,000 Miscellaneous Expenses

**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:



## **Environmental Legal Liability Certificate Holder Declaration**

Master Policy Number: ER00A9V24 Insurer: Aspen Specialty Insurance Company Certificate Number: 24PL-61189-1431 Coverage Period: 1/1/2024 to EOD 12/31/2024

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

## **Claims-Made Coverage:**

1. First Party Protection: For coverages 1.a - 1.d, the pollution incident must be first discovered by the responsible insured and reported to the insurer during the policy period.

- a. **Clean up**: Covers clean-up costs resulting from a pollution incident on, at, under, or migrating from or through an insured location.
- b. Emergency Response: Covers emergency response cost resulting from a
- c. **Pollution Incident**: (i) on, at, under or migrating from or through an insured location; (ii) caused by transportation; or (iii) caused by covered operations.
- d. Environmental Crisis: Covers crisis cost resulting from a crisis event.
- Business Interruption: Covers business interruption cost and extra expense incurred by the insured and solely and directly by a pollution incident on, at or under an insured location, provided the pollution incident results in clean-up cost covered by this policy.
- **2. Legal Liability Protection:** For coverages 2.a 2.d, the claim for damages because of such bodily injury or property damage, or a claim for such clean-up cost, is first made against an insured and reported to the insurer during the policy period.
  - a. Insured Location: Covers sums the insured becomes legally obligated to pay:

     (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident on, at under, or migrating from or through an insured location.
  - b. **Non-owned Site**: Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean- up costs, resulting from a pollution incident on, at under, or migrating from or through any non-owned site.
  - c. **Transportation**: Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean- up costs, resulting from a pollution incident caused by transportation.
  - d. Covered Operations: Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident caused by covered operations or completed operations.

**Limits of Liability:** \$1,000,000 Each Pollution Incident

\$5,000,000 Total Policy and Program Aggregate – Shared All Members

Sublimits: \$500,000 Environmental Crisis Aggregate

\$250,000 Business Interruption Aggregate \$100,000 Perfluorinated Compounds Aggregate

Member Deductible: \$1,000 Each Pollution Incident

**Retroactive Date**: January 1, 2009 (unless otherwise specified)

**Defense Costs:** Legal defense expenses and settlement shall erode the Limits of Liability

#### **Partial List of Exclusions:**

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

**Policy Forms:** 

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

## **Additional Endorsements Applicable to Named Member:**

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

Countersigned by:



## Terrorism, Sabotage and Malicious Attack Certificate Holder Declaration

**Master Coverage Policy Number:** 

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

Lloyds, Hiscox Syndicate 33

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

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
Malicious Attack Sub-limits applicable:			
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:



## General Liability Schedule Metropolitan District

<u>Policy Number:</u> 24PL-61189-1431 <u>Coverage Period:</u> 1/1/2024 – EOD 12/31/2024

Named Member: Green Gables Metropolitan District Broker: Highstreet TCW Risk Management

No. 1

Code	Description	Unit	Amount	Effective Date	Expiration Date
1	1-Number of Skate Board Parks	Total	0.00	1/1/2024	12/31/2024
2	2-Number of Diving Boards	Total	0.00	1/1/2024	12/31/2024
3	3-Number of Water Slides	Total	0.00	1/1/2024	12/31/2024
4	4-Maximum Bond Issued	Dollars	0.00	1/1/2024	12/31/2024
5	5-Number of Bonds Issued	Total	0.00	1/1/2024	12/31/2024
20	20-Day Care Operations - Total Annual Payroll	Dollars	0.00	1/1/2024	12/31/2024
30	30-Number of EMT Personnel	Total	0.00	1/1/2024	12/31/2024
32	32-Paid Firefighters - Non-EMT	Total	0.00	1/1/2024	12/31/2024
37	37-Pipe Line - Under Drain	Miles	0.00	1/1/2024	12/31/2024
39	39-Pipe Line	Miles	0.00	1/1/2024	12/31/2024
42	42-Pipe Line - Sewer	Miles	0.00	1/1/2024	12/31/2024
43	43-Pipe Line - Sewer / Storm Drainage Combined	Miles	0.00	1/1/2024	12/31/2024
50	50-Number of Teachers	Total	0.00	1/1/2024	12/31/2024
70	70-Number of Golf Courses	Total	0.00	1/1/2024	12/31/2024
80	80-Number of Go Cart Tracks	Total	0.00	1/1/2024	12/31/2024
98	98-Additional First Named Members	Total	0.00	1/1/2024	12/31/2024
105	105-Total Operating Expenses - Any other	Dollars	285,797.00	1/1/2024	12/31/2024
130	130-Total Operating Expenses - Park & Recreation	Dollars	0.00	1/1/2024	12/31/2024
131	131-Total Operating Expenses - Cemetery	Dollars	0.00	1/1/2024	12/31/2024

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132	132-Total Operating Expenses - Soil & Water Conservation	Dollars	0.00	1/1/2024	12/31/2024
152	132 Total operating Expenses 30th a Water conservation	Bonars	0.00	1, 1, 202 1	12,31,2321
133	133-Total Operating Expenses - Pest Control	Dollars	0.00	1/1/2024	12/31/2024
134	134-Total Operating Expenses - Hospital / Health	Dollars	0.00	1/1/2024	12/31/2024
135	135-Total Operating Expenses - Drainage	Dollars	0.00	1/1/2024	12/31/2024
136	136-Total Operating Expenses - Library	Dollars	0.00	1/1/2024	12/31/2024
137	137-Total Operating Expenses - Water Control	Dollars	0.00	1/1/2024	12/31/2024
138	138-Total Operating Expenses - Fire / Ambulance	Dollars	0.00	1/1/2024	12/31/2024
139	139-Total Operating Expenses - Water	Dollars	0.00	1/1/2024	12/31/2024
140	140-Total Operating Expenses - Irrigation	Dollars	0.00	1/1/2024	12/31/2024
141	141-Total Operating Expenses - Sanitation	Dollars	0.00	1/1/2024	12/31/2024
142	142-Total Operating Expenses - Transit	Dollars	0.00	1/1/2024	12/31/2024
143	143-Total Operating Expenses - Improvement	Dollars	0.00	1/1/2024	12/31/2024
151	151-Total Operating Expenses - Sanitation MW Discounted	Dollars	0.00	1/1/2024	12/31/2024
215	215-Buildings & Premises Occupied by District	Sq. Ft.	0.00	1/1/2024	12/31/2024
250	250-Number of Homes – Covenant Enforcement/Design Review Services under District Authority	Total	0.00	1/1/2024	12/31/2024
270	270-Number of Aboveground Storage Tanks (excluding water tanks)	Total	0.00	1/1/2024	12/31/2024
331	331-Number of Paid Firefighters - Full-Time	Total	0.00	1/1/2024	12/31/2024
332	332-Number of Paid Firefighters - Part-Time	Total	0.00	1/1/2024	12/31/2024
333	333-Number of Volunteer Firefighters	Total	0.00	1/1/2024	12/31/2024
334	334-Number of Paid EMT - Full-Time	Total	0.00	1/1/2024	12/31/2024
335	335-Number of Paid EMT - Part-Time	Total	0.00	1/1/2024	12/31/2024
341	341-Time Spent by Club/Recreation/Camp Volunteers	Hours	0.00	1/1/2024	12/31/2024
342	342-Time Spent by Day Care Volunteers	Hours	0.00	1/1/2024	12/31/2024
344	344-Time Spent by Event Organizer Volunteers	Hours	0.00	1/1/2024	12/31/2024

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345	345-Time Spent by General Volunteers	Hours	0.00	1/1/2024	12/31/2024
348	348-Number of Board Members	Total	5.00	1/1/2024	12/31/2024
350	350-Number of Permanent Employees - Full-Time	Total	0.00	1/1/2024	12/31/2024
351	351-Number of Permanent Employees - Part-Time	Total	0.00	1/1/2024	12/31/2024
366	366-Total Payroll	Dollars	0.00	1/1/2024	12/31/2024
400	400-Number of Boats - Under 26'	Total	0.00	1/1/2024	12/31/2024
411	411-Total Water Delivered Annually - Millions of Gallons (MGAL)	MGAL	0.00	1/1/2024	12/31/2024
414	414-Playground/parks (Area)	Acres	0.00	1/1/2024	12/31/2024
415	415-Number of Grandstands/Stadiums	Total	0.00	1/1/2024	12/31/2024
420	420-Vacant Land	Acres	0.00	1/1/2024	12/31/2024
450	450-Miles of Road Maintained	Miles	0.00	1/1/2024	12/31/2024
522	522-Number of Ponds, Lakes & Reservoirs	Total	3.00	1/1/2024	12/31/2024
550	550-Fire Department Area Served	Sq Miles	0.00	1/1/2024	12/31/2024
671	671-Number of Parks	Total	0.00	1/1/2024	12/31/2024
710	710-Dams - Class 1 - Low Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2024	12/31/2024
712	712-Dams - Class 1 - Low Hazard - Number of Dams	Count	0.00	1/1/2024	12/31/2024
720	720-Dams - Class 2 - Med Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2024	12/31/2024
722	722-Dams - Class 2 - Med Hazard - Number of Dams	Count	0.00	1/1/2024	12/31/2024
730	730-Dams - Class 3 - High Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2024	12/31/2024
732	732-Dams - Class 3 - High Hazard - Number of Dams	Count	0.00	1/1/2024	12/31/2024
811	811-Number of Spillways	Total	0.00	1/1/2024	12/31/2024
900	900-Services Contracted out to Others	Dollars	171,000.00	1/1/2024	12/31/2024
924	924-Revenue from use of Swimming Pools	Dollars	0.00	1/1/2024	12/31/2024
925	925-Number of Swimming Pools	Total	0.00	1/1/2024	12/31/2024

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

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



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

Named Member:

Green Gables Metropolitan District No. 1

**Broker**:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$1,000.00

Location/Premise Ad	dress / Descript	on	Construction Class	Prot. Class	Val	uation	Value	es	Property Contrib.	Quake Contrib.	Flood Contrib.
Location / Premise#	Unique#	PROP- 00116670	Frame	2	Replac	ement	Buildings:	\$544,471.00	\$2,641	\$	\$
Pumphouse	Year Built:		Term:	1/1/2024	4 to 12/31	/2024	Contents:	\$ 0.00			
6850 W. Adriatic Ave.	Sq. Feet:		County:	Jeffers on	Ded:	\$1,000.00	EDP: Business Inc:	\$ 0.00 \$ 0.00			
Lakewood, CO 80232	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Qu No	iake Applies:	Excess Flood App	lies: No			Otherwise Classified:	\$ 0.00			
Location / Premise#	Unique#	PROP- 00116667	Not Assigned	2	Replac	ement	Buildings:	\$ 0.00	\$210	\$	\$
Bridge	Year Built:		Term:	1/1/2024	4 to 12/31	/2024	Contents:	\$ 0.00			
S. Reed St.				Jeffers			EDP:	\$ 0.00			
(39.680510519052994, - 105.07361998658399)	Sq. Feet:		County:	on	Ded:	\$1,000.00	Business Inc:	\$ 0.00			
Lakewood, CO 80232	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Qu No	ıake Applies:	Excess Flood App	lies: No			Otherwise Classified:	\$34,000.00			
									,		
Location / Premise#	Unique#	PROP- 00116666	Not Assigned	2	Replac	ement	Buildings:	\$ 0.00	\$210	\$	\$
Bridge	Year Built:		Term:	1/1/2024	/2024 to 12/31/2024		Contents:	\$ 0.00			
S. Upham St. (39.68045315855427, - 105.07721511043893)	Sq. Feet:		County:	Jeffers on	Ded:	\$1,000.00	EDP: Business Inc:	\$ 0.00 \$ 0.00			
Lakewood, CO 80232	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Qu	iake Applies:	Excess Flood App	•			Otherwise Classified:	\$34,000.00			



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

Named Member:

Green Gables Metropolitan District No. 1

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$1,000.00

Location/Premise Ac	ldress / Descript	ion	Construction Class	Prot. Class			Values		Property Contrib.	Quake Contrib.	Flood Contrib.
				·							
Location / Premise#	Unique#	PROP- 00116668	Not Assigned	2	Replac	ement	Buildings:	\$ 0.00	\$111	\$	\$
Entry Columns (4)	Year Built:		Term:	1/1/2024	4 to 12/31	/2024	Contents:	\$ 0.00			
Throughout District	Sq. Feet:		County:	Jeffers on	Ded:	\$1,000.00	EDP: Business Inc:	\$ 0.00 \$ 0.00			
Lakewood, CO 80232	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Qu No	lake Applies:	Excess Flood App	lies: No			Otherwise Classified:	\$18,000.00			
				ı	T						
Location / Premise#	Unique#	PROP- 00116669	Not Assigned	2	Replac	ement	Buildings:	\$ 0.00	\$ 36	\$	\$
Perennials	Year Built:		Term:	1/1/2024	4 to 12/31	/2024	Contents:	\$ 0.00			
Throughout District	Sq. Feet:		County:	Jeffers on	Ded:	\$1,000.00	EDP: Business Inc:	\$ 0.00 \$ 0.00			
Lakewood, CO 80232	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Qu No	iake Applies:	Excess Flood App	olies: No			Otherwise Classified:	\$5,900.00			
										·	
Location / Premise#	Unique#	PROP- 00116671	Frame	2	Replac	ement	Buildings:	\$ 0.00	\$1,988	\$	\$
Shrubs	Year Built:		Term:	1/1/2024	24 to 12/31/2024		Contents:	\$ 0.00			
Throughout District	Sq. Feet:		County:	Jeffers on	Ded:	\$1,000.00	EDP: Business Inc:	\$ 0.00 \$ 0.00			
Lakewood, CO 80232	# Stories		Flood Zone:	Zone		<u>I</u>	UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Qu	ıake Applies:	Excess Flood App	· · · · · · · · · · · · · · · · · · ·			Otherwise Classified:	\$321,885.00			



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

Named Member:

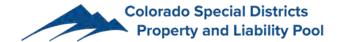
Green Gables Metropolitan District No. 1

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$1,000.00

Location/Premise Add	ress / Descripti	on	Construction Class	Prot. Class	Valuation		Val	ues	Property Contrib.	Quake Contrib.	Flood Contrib.
Location / Premise#	Unique#	PROP- 00116672	Frame	2	Replac	ement	Buildings:	\$ 0.00	\$ 10	\$	\$
Trash Cans	Year Built:		Term:	1/1/2024	4 to 12/31	/2024	Contents:	\$ 0.00			
Throughout District	Sq. Feet:		County:	Jeffers on	Ded:	\$1,000.00	EDP: Business Inc:	\$ 0.00 \$ 0.00			
Lakewood, CO 80232	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Qu No	iake Applies:	Excess Flood Appli	es: No			Otherwise Classified:	\$1,555.00			
Location / Premise#	Unique#	PROP- 00116673	Frame	2	Replac	ement	Buildings:	\$ 0.00	\$1,526	\$	\$
Trees	Year Built:		Term:	1/1/2024	24 to 12/31/2024		Contents:	\$ 0.00			
				Jeffers			EDP:	\$ 0.00			
Throughout District	Sq. Feet:		County:	on	Ded:	\$1,000.00	Business Inc:	\$ 0.00			
Lakewood, CO 80232	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Qu No	ıake Applies:	Excess Flood Appli	es: No			Otherwise Classified:	\$247,000.00			
Location / Premise#	Unique#	PROP- 00116674	Frame	2	Replac	ement	Buildings:	\$ 0.00	\$122	\$	\$
Wrought Iron Fencing (428 LF)	Year Built:		Term:	1/1/2024	24 to 12/31/2024		Contents:	\$ 0.00			
Throughout District	Sq. Feet:		County:	Jeffers on	Ded:	\$1,000.00	EDP: Business Inc:	\$ 0.00 \$ 0.00			
Lakewood, CO 80232	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Qu No	iake Applies:	Excess Flood Appli	es: No			Otherwise Classified:	\$19,688.00			



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

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.	Valuation	Values	Property	Quake	Flood
		Class			Contrib.	Contrib.	Contrib.

Location / Premise#	Unique#	PROP- 00116665	Not Assigned	2	Replac	ement	Buildings:	\$ 0.00	\$ 10	\$ \$
Trash Cans	Year Built:		Term:	1/1/2024	1 to 12/31	/2024	Contents:	\$ 0.00		
				1 - ((			EDP:	\$ 0.00		
Throughout District	Sq. Feet:		County:	Jeffers	Ded:	\$1,000.00	Business	\$ 0.00		
	1			on			Inc:			
Lakewood, CO 80232	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00		
NOC Equipment Breakdown Applies: No	Excess Qu No	uake Applies:	Excess Flood Applie	s: No			Otherwise Classified:	\$1,555.00		

Totals:	Buildings:	\$544,471.00	\$6,864.00	\$0.00	\$0.00
	Contents:	\$0.00			
	EDP:	\$0.00			
	Business Inc:	\$0.00			
	UG Pipes:	\$0.00			
	Otherwise Classified:	\$683,583.00			

Minimum Property Contribution:

\$425



## **CERTIFICATE OF COVERAGE**

Certificate Number

⊔ate. ∪ctober 12, 2023

Property	and Clability Pool		· - ·	0. 00	VENAGE		CERT-009266				
Colo c/o PO	NISTRATOR  Drado Special Districts Property and Liabi  McGriff Insurance Services, LLC  Box 1539  Itland, OR 97207-1539	ility Pool		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.							
1 01	liand, ON 97207-1339			COMPANIES AFFORDING COVERAGE							
	ED MEMBER		COMPANY A: Colorado Special Districts Property and Liability Pool								
	en Gables Metropolitan District No. 1 CliftonLarsonAllen LLP			COMPANY B:							
839	0 East Crescent Parkway, Suite 300 Gree	enwood Village, CO	1	COMPANY C:							
80111	-2814			COMPANY D:							
				COMPANY E:							
				OVERAGES							
COVE WITH	IS TO CERTIFY THAT COVERAGE DOC FRAGE PERIOD INDICATED. NOTWITH RESPECT TO WHICH THIS CERTIFICA JMENTS LISTED HEREIN IS SUBJECT	STANDING ANY RI ATE MAY BE ISSUE	EQUIF ED OR	REMENT, TE	RM OR CONDITION AIN, THE COVERA	N OF ANY CONTRACT GE AFFORDED BY TH	OR OTHER DOCUMENT E COVERAGE				
CO LTR	Type of Coverage	Coverage #	Effec	tive Date	Expiration Date	L	IMITS				
	General Liability	24PL-61189- 1431	01/0	1/24	12/31/24	General Aggregate	Unlimited				
	⊠Commercial General Liability	*Except that for cl									
	☑Public Officials Liability	the monetary limit C.R.S. & 24-10-10									
Α	·	shall be a further s	sublim	it of (a) \$387	,000 for an injury						
	⊠Employment Practices	to any one person \$1,093,000 for an				Each Occurrence*	\$2,000,000				
	⊠Occurrence	single occurrence	; but ir	the event of	an injury to two						
		or more persons in shall not exceed \$									
	Automobile Liability										
	☐Scheduled Autos										
	_					Each Occurrence*					
	∐Hired Autos										
	□Non-Owned Autos										
	Auto Physical Damage										
	☐Scheduled Autos										
	☐ Hired Autos										
	Excess Liability					General					
	Other Than Umbrella Form					Aggregate					
						Each Occurrence*					
	Property										
	iption: nce of coverage only.										
CERT	IFICATE HOLDER			CANCELL	ATION						
To Whom It May Concern				SHOULD A BEFORE T	NY OF THE ABOV HE EXPIRATION D		AGES BE CANCELLED CE WILL BE DELIVERED ROVISIONS.				
					AUTHORIZED REPRESENTATIVE: By: Joseph E. DePaepe  AUTHORIZED REPRESENTATIVE:  Authorized Representative:						

## 2024 CSD Pool General Coverage Notes

#### Drones

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

## Property Coverages:

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

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

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

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

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

Consider increasing property values

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

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

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

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

#### Roofs and Hail

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

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

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

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

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

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

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

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

## Inland Marine/Auto Coverages:

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

## Auto Physical Damage Deductibles:

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

## Crime and Employee Dishonesty Coverage:

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

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

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

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

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

## Liability Coverages:

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

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

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

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

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

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

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

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

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

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

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

### Claims:

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

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

## Workers' Compensation Coverages:

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

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

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

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

## Workers' Compensation - Board Member Only Coverages:

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

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

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

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

CliftonLarsonAllen LLP https://www.claconnect.com



## Special Districts Master Services Agreement

Green Gables Metro District No. 1 8390 E. Crescent Pkwy., Ste.300, Greenwood Village, CO, 80111 MSA Date: October 15, 2023

This master service agreement ("MSA") documents the terms, objectives, and the nature and limitations of the services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for Green Gables Metro District No. 1 ("you," "your," "board of directors" or "the district"). The terms of this MSA will apply to the initial and each subsequent statement of work ("SOW"), unless the MSA is changed in a communication that you and CLA both sign or is terminated as permitted herein.

## Scope of professional services

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

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

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

### **Board of director responsibilities**

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

## Responsibilities and limitations related to nonattest services

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

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

## Fees and terms

See the applicable SOW for the fees for the services.

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

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

#### **Other Fees**

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

## Finance charges and collection expenses

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

### Limitation of remedies

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

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

## **Time limitation**

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

## CLA shall be authorized to the following cash access services:

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

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

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

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

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

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

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

## Other provisions

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

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

You acknowledge and agree that this agreement and the pricing structure and billing rates of CLA are sensitive information which you shall not furnish or otherwise disclose to any third party without the prior written consent of CLA or as required by the Colorado Open Records Act, Section 24-72-200.1 et seq., C.R.S. ("CORA").

#### Insurance:

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

- **A.** Workers' Compensation Insurance
- **B.** Commercial General Liability Insurance
- C. Commercial Automobile Liability Insurance
- D. General Professional Liability
- E. Network Security (Cyber) Liability Insurance

# F. Excess/Umbrella Liability Coverage

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

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

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

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

# **Annual Appropriation and Budget**

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

#### **Governmental Immunity**

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

#### No Third-Party Beneficiaries

It is expressly understood and agreed that enforcement of the terms and conditions of this MSA, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained

in this MSA shall give or allow any such claim or right of action by any third party. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this MSA shall be deemed to be an incidental beneficiary only.

# **Personal Identifying Information**

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

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

#### Consent to use financial information

Annually, we assemble a variety of benchmarking analyses using data obtained through our client engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this MSA will serve as your consent to use of Green Gables Metro District No. 1 information, excluding Personal Identifying Information, in these cost comparison, performance indicator, and/or benchmarking reports.

#### **Technology**

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

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

## **Counterpart Execution**

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

# **Electronic Signatures**

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

#### **MSA Modification**

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

#### **Termination of MSA**

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

# **Agreement**

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

# CliftonLarsonAllen LLP

Jason Carroll Managing Principal of Office 303-265-7835 jason.carroll@CLAconnect.com

#### Response

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

**CLA** CliftonLarsonAllen LLP

Jason Carroll

Jason Carroll, Managing Principal of Office

**SIGNED** 10/17/2023, 6:12:31 PM MDT

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	On	•

Green Gables Metro District No. 1

SIGN:

JoAnn Zelasko, President

DATE:

CliftonLarsonAllen LLP https://www.claconnect.com



# Special Districts Public Management Services Statement of Work

Date: October 25, 2023

This agreement constitutes a Statement of Work ("SOW") to the Master Service Agreement ("MSA") made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and 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, 2024 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, 2024:

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

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

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

# **Municipal advisors**

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

# Agreement

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

# CliftonLarsonAllen LLP

Denise Denslow Principal 303-265-7910 denise.denslow@CLAconnect.com

# Response

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

**CLA** CliftonLarsonAllen LLP

Denise Denslow

Denise Denslow, Principal

**SIGNED** 11/1/2023, 2:16:23 PM MDT

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Green Gables Metro District No. 1

SIGN:

JoAnn Zelasko, President

DATE:

CliftonLarsonAllen LLP https://www.claconnect.com



# Special Districts Preparation Statement of Work

Date: October 19, 2023

This agreement constitutes a Statement of Work ("SOW") to the Master Service Agreement ("MSA") made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and 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, 2024 in connection with that agreement.

# Scope of professional services

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

# Ongoing normal accounting services:

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

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

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

# **Compilation services**

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

# Preparation services - financial statements

We will prepare the 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. 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.
- 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 (SSARSs) 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

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

purpose.

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

#### No assurance statements

The 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 SSARSs:

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

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

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

#### Fees and terms

# Billing rates guaranteed through December 31, 2024:

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

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

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

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

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

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

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

statements should not be relied on or distributed.

# **Municipal advisors**

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

#### Agreement

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

#### CliftonLarsonAllen LLP

Jason Carroll Managing Principal of Office 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** CliftonLarsonAllen LLP

Jason Carroll

Jason Carroll, Managing Principal of Office

**SIGNED** 10/19/2023, 8:19:34 AM MDT

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Green Gables Metro District No. 1

SIGN:

JoAnn Zelasko, President

DATE: