

**CONSOLIDATED BELL MOUNTAIN RANCH METROPOLITAN
DISTRICT 8390 E. CRESCENT PKWY., STE. 300
GREENWOOD VILLAGE, CO
80111 Phone: 303-779-5710 Fax:
303-779-0348
www.BMRmetro.org**

NOTICE OF REGULAR MEETING AND AGENDA

DATE: Tuesday, November 7, 2023
TIME: 6:00 p.m.
PLACE: Lowell Ranch
2330 S. I-25, East Frontage Road
Castle Rock, CO 80104

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
Russell Grant	President	May 2025
Steve Vrabel	Vice President	May 2025
Jay Smith	Secretary/Treasurer	May 2027
Jeanne Dassel	Assistant Secretary/Treasurer	May 2025
John Booth	Assistant Secretary/Treasurer	May 2025

I. CALL TO ORDER

**II. DECLARATION OF QUORUM / DIRECTOR QUALIFICATIONS /
DISCLOSURE OF CONFLICTS**

- A. Present disclosures of potential conflicts of interest.
- B. Confirm quorum and location of meeting.

III. APPROVAL OF AGENDA

IV. COMMUNITY COMMENTS

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

V. APM MONTHLY REPORT – John McKillip, Jr.

VI. MANAGER’S REPORT / ADMINISTRATIVE MATTERS

- A. Review and Consider Approval of the Minutes of October 3, 2023 Regular Meeting (enclosure).
- 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 (enclosure).
- C. Consider Approval of CliftonLarsonAllen LLP Master Service Agreement and related Statements of Work (enclosures).

VII. FINANCIAL MATTERS

- A. Review and Consider acceptance of the Bill.com claims report for August 2023 Totaling \$90,912.41 including water fund costs (enclosure).
- B. Review and Accept Cash Position Schedule as of November 2023 (to be distributed).
- C. Conduct Public Hearing to Consider Amendment of the 2023 Budget, if necessary.
- F. Conduct Public Hearing on the proposed 2024 Budget (enclosure).
- G. Consider Appointment of District Accountant to prepare 2025 Budget.
- H. Consider Approval of the Engagement Letter with Wipfli to prepare the 2023 Audit (to be distributed).

VIII. DIRECTOR DISCUSSION – ACTION

- A. Update on Fire Mitigation Project – Michael Mysliwicz
- B. Update on BMR-TCR Water Main Connector – Director Grant.
- C. Update on Comcast Fiber Installation – Director Booth.
- D. Acquisition of the electronic BMR Trail Application – Director Dassel.
- E. Update on Roadside Drainage and Road Shoulder Repairs – Director Smith.
- F. Other Director Matters.

IX. ATTORNEY MATTERS

X. OTHER BUSINESS

- A. Confirm Quorum for December 5, 2023 Board Meeting.

XI. ADJOURNMENT

The next regular meeting is scheduled for December 5, 2023

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF
THE BOARD OF DIRECTORS OF
THE CONSOLIDATED BELL MOUNTAIN RANCH
METROPOLITAN DISTRICT
(THE “DISTRICT”)

HELD
OCTOBER 3, 2023

A regular meeting of the Board of Directors (“Board”) of the Consolidated Bell Mountain Ranch Metropolitan District (“Metro District”) was convened on Tuesday, October 3, 2023 at 6:00 p.m. at Lowell Ranch, 2330 S. I-25, East Frontage Road, Castle Rock, CO 80104.

ATTENDANCE

Directors In Attendance Were:

Russell Grant, President
Steve Vrabel, Vice President
Jay Smith, Secretary/Treasurer
Jeanne Dassel, Assistant Secretary/Treasurer
John Booth, Assistant Secretary/Treasurer

Also, In Attendance Were:

Nicholas Carlson and Korben Heim; CliftonLarsonAllen LLP
Tim Flynn; Collins Cole Flynn Winn & Ulmer, PLLC
John McKillip, Jr.; Advanced Property Maintenance
Mike Mysliwicz; 4275 Bell Mountain Drive
Denise Frastek; 4118 Serenade Road
John Wazell; 4625 High Spring Road
Ann Molner; 4219 Serenade Road

I. CALL TO ORDER Director Grant called the meeting to order at 6:00 p.m.

II. DECLARATION OF QUORUM/ **Disclosure of Conflicts:** No Conflict-of-Interest Disclosures were necessary.

DIRECTOR

QUALIFICATIONS/ **Quorum and Location of Meeting:** A quorum and location of meeting was confirmed.

POTENTIAL

CONFLICTS OF

INTEREST

III. APPROVAL OF Director Grant requested the addition of Item 8G – Draft Budget Discussion. Upon a motion duly made by Director Dassel, seconded by Director Vrabel and, upon vote, unanimously carried, the Board approved the Agenda as amended.
AGENDA

RECORD OF PROCEEDINGS

IV. COMMUNITY COMMENTS

Public Comments: Ms. Frastek addressed concerns regarding washouts on the walking path on Serenade Rd. Director Grant stated that due to the heavy recent rains, APM is working to repair washouts at multiple locations around BMR. The Serenade walking path will be added to the list of areas requiring repair..

V. APM PROJECT STATUS REPORT

Mr. McKillip, Jr. reviewed his report with the Board. APM is currently mowing horse trails on the north side of BMR, repairing washouts at multiple locations and repairing the drinking fountain at the Community Park.

VI. MANAGER'S REPORT/ ADMINISTRATIVE MATTERS

A. Review and Consider Approval of the Minutes of September 5, 2023 Regular and September 21, 2023 Special Meeting: Director Grant reviewed the September 5, 2023 Regular Meeting and September 21, 2023 Special Meeting Minutes with the Board. Following review, upon a motion duly made by Director Vrabel, seconded by Director Dassel and, upon vote, unanimously carried, the Board approved the September 5, 2023 Regular Meeting Minutes and September 21, 2023 Special Meeting Minutes, as presented.

VII. FINANCIAL MATTERS

A. Review and Consider Acceptance of August 2023 Bill.com claims report totaling \$207,254.03 including Water Fund costs: Director Grant reviewed the August 2023 Bill.com claims report with the Board. Following review, upon a motion duly made by Director Vrabel, seconded by Director Smith and, upon vote, unanimously carried, the Board accepted the August 2023 Bill.com claims report totaling \$207,254.03, including Water Fund costs, as presented.

B. Review and Accept August 31, 2023 Financial Statements: Director Grant reviewed with the Board. The Board discussed the water fund and separating from other funds in the Financials/Cash Position. Following review, upon a motion duly made by Director Dassel, seconded by Director Vrabel and, upon vote, unanimously carried, the Board accepted the August 31, 2023 Financial Statements, as presented.

C. Review and Accept Cash Position Schedule as of October 2023: Following review, upon a motion duly made by Director Vrabel, seconded by Director Dassel and, upon vote, unanimously carried, the Board accepted the Cash Position Schedule as of October 2023, as presented.

VIII. DIRECTOR DISCUSSION - ACTION

A. Update on Fire Mitigation Project (Fuel Break) – Michael Mysliwicz: Mr. Mysliwicz provided an update on the fuel break project to the Board noting anticipated start date of mid-November. He stated he is working with the Project Managers to access private property.

B. Update on BMR – TCR Water Main Connector – Director Grant: Director Grant updated and noted that Castle Rock Water has installed approximately 4,200 ft of 6,500 ft of water main. CRW anticipates the pipeline installation will be completed

RECORD OF PROCEEDINGS

by the end of October. The packaged booster pump station is scheduled to arrive in early November. Interconnection piping for the water storage tanks is in progress.

C. Consideration of Collection Firm for Delinquent Fines and Fees: Director Dassel reviewed concerns and options for collections. She stated she will provide additional details at future meetings.

D. Update on Roadside Drainage and Road Shoulder Repairs – Director Smith: Director Smith stated that 2023 hillside restoration work and associated drainage ditch erosion work has been completed. He will begin drafting letters to affected homeowners for 2024 projects.

The Board discussed the erosion issues regarding the Douglas County owned tract of land between Riva Rose Circle and Dusty Rose Ct (Stevens Ranch). Director Smith is dealing with Douglas County personnel concerning what measures the County will pursue to prevent the excessive drainage coming off the County owned tract from continuing to erode the drainage ditches along Riva Rose Circle. Severe damage has already been caused to the road shoulders, which requires near-term repair.

E. Update on Chipseal Paving Project – Director Grant: Director Grant stated that the roadway and crosswalk striping has been completed.

F. Comcast Fiber Installation – Director Booth: Director Booth stated he will be meeting with SENFCO on Friday, October 6, 2023 to discuss details of the construction plans. SENFCO is the subcontractor who will be doing the new cable installation for COMCAST.

G. Review 2024 Draft Budget: Director Grant reviewed the draft 2024 budget with the Board. The version reviewed assumes that Ballot Issue 6A to increase property tax revenue for BMR will fail. Director Grant will draft and distribute a second draft budget that will address the eventuality that Ballot Issue 6A passes at the 7 November 2023 Coordinated Douglas County Election. The Budget Hearing for the 2024 CBMRMD Budget is scheduled for 7 November, at which time both draft budgets can be approved, but only one will be adopted depending on the outcome of the County election. Director Vrabel proposed moving the Budget Hearing to 9 November. CLA will check on the availability of a meeting space for 9 November.

H. Other Director Matters:

IX. ATTORNEY MATTERS

A. Update on November Special Election Ballot Issue: Attorney Flynn updated the Board and noted the TABOR notice concerning Ballot Issue 6A has been drafted and filed with Douglas County.

RECORD OF PROCEEDINGS

B. Executive Session Pursuant to Section 24-6-402(4)(b) C.R.S., for the Purpose of Receiving Legal Advice Regarding a Request for Assurances from a Third Party: Following a motion made by Director Dassel and seconded by Director Vrabel for the purposes stated above, the Board entered into Executive Session at 8:12 pm. Present during the Executive Session were legal counsel, Directors Grant, Vrabel, Smith, Dassel, Booth, Nicolas Carson and Korben Heim. The Board came out of Executive Session at approximately 8:35 pm.

No action was taken during the Executive Session.

X. OTHER BUSINESS

A. Quorum confirmed for November Board Meeting Date: The Board anticipates that a quorum will be available for a meeting on 7 or 9 November 2023, depending upon confirmation of a meeting location.

XI. ADJOURNMENT

There being no further business to come before the Board at this time, Director Grant adjourned the meeting at 8:36 p.m.

Respectfully submitted,

Secretary for the Meeting

ATTORNEY'S STATEMENT

Pursuant to Section 24-6-402(2)(d.5)(II)(B) C.R.S., I, Timothy J. Flynn, attest that I am the attorney for the Consolidated Bell Mountain Ranch Metropolitan District and that I was present at the time the Board convened an Executive Session on Tuesday, October 3, 2023 at approximately 8:12 pm. I further attest that the Executive Session was not recorded because it constituted a privilege attorney/client communication. The Board did not adopt any policy, rule, regulation, or take any formal action during the Executive Session.

Timothy J. Flynn, Legal Counsel
Date: _____

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

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

The following renewal documents are attached where applicable:

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



Property and Liability Coverage Invoice

Named Member:

Consolidated Bell Mountain Ranch Metropolitan District
c/o CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111

Broker of Record:

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

Coverage No.	Entity ID	Effective Date	Expiration Date	Invoice Date
24PL-60320-2329	60320	1/1/2024	EOD 12/31/2024	10/21/2023

Coverage	Contribution
General Liability	\$1,736.00
Property	\$5,591.00
Crime	\$178.00
Non-Owned Auto Liability	\$132.00
Hired Auto Physical Damage	\$65.00
Equipment Breakdown	\$1,082.00
No-Fault Water Intrusion & Sewer Backup	\$154.00
Public Officials Liability	\$1,163.00
Excess	\$810.00
Pollution	\$0.00

Total Contribution	\$10,911.00
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Estimated Annualized Contribution (for budgeting purposes only) \$10,911.00

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

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

10.15% Continuity Credit Discount

8% Multi Program Discount for WC Program Participation

Payment Due Upon Receipt

The total contribution includes a 10% Commission, which calculates to \$1,091.10, paid to the broker reflected above.

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

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

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



Payment Instructions

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

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

2. Mail your check to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Consolidated Bell Mountain Ranch Metropolitan District

Year	Contribution
2024	\$10,911.00
2023	\$10,794.00
Difference	\$117.00
% Difference	1.08%

General Liability	Contribution	TOE
Yr. 2024	\$1,736.00	\$672,800.00
Yr. 2023	\$1,750.00	\$699,050.00
Difference	-\$14.00	NaN
% Difference	-0.80%	0.00%
Loss Ratio	0.00%	

Equipment Breakdown	Contribution
Yr. 2024	\$1,082.00
Yr. 2023	\$1,167.00
Difference	-\$85.00
% Difference	-7.28%
Loss Ratio	0.00%

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

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

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

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

Property/Inland Marine	Contribution	TIV
Yr. 2024	\$5,591.00	\$3,489,430.00
Yr. 2023	\$5,376.00	\$3,421,401.00
Difference	\$215.00	\$68,029.00
% Difference	4.00%	1.99%
Loss Ratio	0.00%	

Excess Liability	Contribution
Yr. 2024	\$810.00
Yr. 2023	\$810.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

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

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

No Fault	Contribution
Yr. 2024	\$154.00
Yr. 2023	\$155.00
Difference	-\$1.00
% Difference	-0.65%
Loss Ratio	0.00%

Deductible Options

Consolidated Bell Mountain Ranch Metropolitan District

Based on Coverage 24PL-60320-2329 data as of 10/21/2023

Auto Liability	
	\$10,911.00

General Liability	
\$0.00	\$1,736.00
\$500.00	\$1,354.00
\$1,000.00	\$1,264.00
\$2,500.00	\$1,174.00
\$5,000.00	\$1,084.00
\$7,500.00	\$1,049.00
\$10,000.00	\$993.00

Auto Physical Damage	
Comprehensive and Collision Deductibles	
Both	\$10,911.00

Property	
Property and Inland Marine Deductibles (IM Max	
Both \$250.00	\$6,527.00
Both \$500.00	\$5,591.00
Both \$1,000.00	\$5,502.00
Both \$2,500.00	\$5,424.00
Both \$5,000.00	\$5,364.00
Property \$7,500.00	\$5,309.00
Property \$10,000.00	\$5,240.00
Property \$25,000.00	\$4,999.00
Property \$50,000.00	\$4,756.00
Property \$100,000.00	\$4,473.00
\$5,000)	

No-Fault	
\$500.00	\$154.00
\$1,000.00	\$108.00
\$2,500.00	\$100.00
\$5,000.00	\$77.00
\$7,500.00	\$69.00

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	\$2,494.00
EPLI \$7,500.00	\$2,226.00
EPLI \$10,000.00	\$1,957.00
EPLI \$25,000.00	\$1,421.00
EPLI \$50,000.00	\$1,163.00
EPLI \$100,000.00	\$1,163.00

Equipment Breakdown	
\$1,000.00	\$1,082.00
\$2,500.00	\$1,060.00
\$5,000.00	\$963.00
\$7,500.00	\$941.00
\$10,000.00	\$909.00



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: Consolidated Bell Mountain Ranch Metropolitan District

Certificate Number: 24PL-60320-2329

<u>Excess Limit</u>	<u>Annual Excess Contribution</u>	<u>Change in Contribution</u>
\$1,000,000	\$440	-\$370
\$2,000,000	\$637	-\$173
\$3,000,000*	\$810	\$0
\$4,000,000	\$1,020	\$210
\$5,000,000	\$1,250	\$440
\$6,000,000	\$1,500	\$690
\$7,000,000	\$1,750	\$940
\$8,000,000	\$2,000	\$1,190

* This is your current excess limit.

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

10/21/2023



**Colorado Special Districts
Property and Liability Pool**

Public Entity Liability and Auto Physical Damage Certificate Holder Declaration

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

Certificate Number: 24PL-60320-2329

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

Named Member:

Consolidated Bell Mountain Ranch
Metropolitan District
c/o CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111

Broker of Record:

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

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

Coverage	Per Occurrence Limit	Annual Aggregate Limit	Deductible	Contribution
Public Entity Liability Coverage including:	\$2,000,000	None		
General Liability	Included	None	None	\$1,736
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	\$0	\$154
Cyber	\$200,000	**\$200,000	\$1,000	Included
Fiduciary Liability	\$200,000	**\$200,000	\$1,000	Included
Excess Liability - Coverage agreements	\$3,000,000	None	None	\$810
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 \$4,060

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

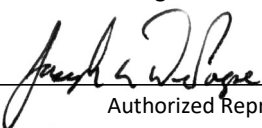
**A \$5,000,000 All Member Annual Aggregate Limit shall apply to Cyber.

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

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

Additional Endorsements applicable to Member:

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

Countersigned by:  _____
Authorized Representative



Property Certificate Holder Declaration

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

Certificate Number: 24PL-60320-2329

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

Named Member:

Consolidated Bell Mountain Ranch Metropolitan District
c/o CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111

Broker of Record:

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

Limit of Coverage per Occurrence:

\$3,489,430 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.

\$10,994 Inland Marine Scheduled items.

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

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

Locations Covered:

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

Report of Values:

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

Perils Covered:

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

Deductibles:

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

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

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

Contribution:

\$5,591

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

Named Member: Consolidated Bell Mountain Ranch Metropolitan District	Endorsement: CSD Pool Wind Hail Deductible 01 01 23
Certificate Number: 24PL-60320-2329	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.

Named Member: Consolidated Bell Mountain Ranch Metropolitan District	Endorsement: CSD Pool Cosmetic Damage Exclusion 01 01 23
Certificate Number: 24PL-60320-2329	Effective Date of Endorsement: 1/1/2024
Issued By: Colorado Special Districts Property and Liability Pool	

This endorsement modifies the coverage provided under the following:

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

The following is added to Section 7 PERILS EXCLUDED:

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

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

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

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

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

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

Equipment Breakdown Declarations

Master Coverage Document Number: CSD Pool EB 01 01 21

Certificate Number: 24PL-60320-2329

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

Named Member:

Consolidated Bell Mountain Ranch Metropolitan
District
c/o CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111

Broker of Record:

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

Covered Equipment:

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

Locations:

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

Equipment Breakdown Limit: \$3,173,286 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: \$1,082

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

Crime Certificate Holder Declaration

Master Coverage Document Number: J05931794
Certificate Number: 24PL-60320-2329

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

Named Member:

Consolidated Bell Mountain Ranch Metropolitan District
c/o CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111

Broker of Record:

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

Covered Designated Agent(s):

Coverages and Limits:

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

Deductible(s):

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

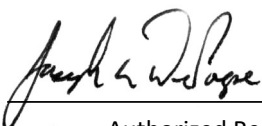
Contribution:

\$178

Policy Forms:

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

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

Countersigned by: 

 Authorized Representative



Identity Recovery Certificate Holder Declaration

Master Coverage Policy Number:

CSD 2009 CP IDR Form 01 01 21

Insurer:

The Hartford Steam Boiler Inspection
and Insurance Company

Certificate Number: 24PL-60320-2329

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

Named Member:

Consolidated Bell Mountain Ranch Metropolitan
District
c/o CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111

Broker of Record:

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

Member:

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

Coverage:

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

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

Annual Aggregate Limit per Member: \$35,000

Case Management Service Expenses - does not reduce the limit available

Legal Costs - reduces the limit available

Sub Limits:

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

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

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

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

Countersigned by:

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

Authorized Representative

Environmental Legal Liability Certificate Holder Declaration

Master Policy Number: ER00A9V24
Certificate Number: 24PL-60320-2329
Named Member:
Consolidated Bell Mountain Ranch
Metropolitan District
c/o CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111

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

Claims-Made Coverage:

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

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

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

Member Deductible: \$1,000 Each Pollution Incident

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

Partial List of Exclusions:

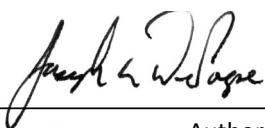
Asbestos, Contractual Liability, Criminal Fines and Criminal Penalties, Cross Liability (Insured vs. Insured), Damage to Insured's Product/Work, Divested Property, Employers Liability, Fraud or Misrepresentation, Intentional Non-Compliance, Internal Expenses, Known Conditions, Lead-Based Paint, Material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

Policy Forms:

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

Additional Endorsements Applicable to Named Member:

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

Countersigned by:  _____
Authorized Representative

Terrorism, Sabotage and Malicious Attack Certificate Holder Declaration

Master Coverage Policy Number:

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

Insurer:

Lloyds, Hiscox Syndicate 33

Certificate Number: 24PL-60320-2329

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

Named Member:

Consolidated Bell Mountain Ranch
Metropolitan District
c/o CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111

Broker of Record:

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

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

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

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

Countersigned by:  _____
Authorized Representative

**General Liability Schedule
Metropolitan District**

Policy Number: 24PL-60320-2329
Named Member: Consolidated Bell Mountain Ranch
Metropolitan District

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

Code	Description	Unit	Amount	Effective Date	Expiration Date
1	1-Number of Skate Board Parks	Total		1/1/2024	12/31/2024
2	2-Number of Diving Boards	Total		1/1/2024	12/31/2024
3	3-Number of Water Slides	Total		1/1/2024	12/31/2024
4	4-Maximum Bond Issued	Dollars	8,055,000.00	1/1/2024	12/31/2024
5	5-Number of Bonds Issued	Total	1.00	1/1/2024	12/31/2024
20	20-Day Care Operations - Total Annual Payroll	Dollars	0.00	1/1/2024	12/31/2024
30	30-Number of EMT Personnel	Total		1/1/2024	12/31/2024
32	32-Paid Firefighters - Non-EMT	Total		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		1/1/2024	12/31/2024
43	43-Pipe Line - Sewer / Storm Drainage Combined	Miles		1/1/2024	12/31/2024
50	50-Number of Teachers	Total		1/1/2024	12/31/2024
70	70-Number of Golf Courses	Total		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	672,800.00	1/1/2024	12/31/2024
130	130-Total Operating Expenses - Park & Recreation	Dollars		1/1/2024	12/31/2024
131	131-Total Operating Expenses - Cemetery	Dollars		1/1/2024	12/31/2024
132	132-Total Operating Expenses - Soil & Water Conservation	Dollars		1/1/2024	12/31/2024

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

348	348-Number of Board Members	Total	5.00	1/1/2024	12/31/2024
350	350-Number of Permanent Employees - Full-Time	Total	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		1/1/2024	12/31/2024
400	400-Number of Boats - Under 26'	Total		1/1/2024	12/31/2024
411	411-Total Water Delivered Annually - Millions of Gallons (MGAL)	MGAL		1/1/2024	12/31/2024
414	414-Playground/parks (Area)	Acres		1/1/2024	12/31/2024
415	415-Number of Grandstands/Stadiums	Total		1/1/2024	12/31/2024
420	420-Vacant Land	Acres	50.00	1/1/2024	12/31/2024
450	450-Miles of Road Maintained	Miles	30.00	1/1/2024	12/31/2024
522	522-Number of Ponds, Lakes & Reservoirs	Total		1/1/2024	12/31/2024
550	550-Fire Department Area Served	Sq Miles		1/1/2024	12/31/2024
671	671-Number of Parks	Total		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		1/1/2024	12/31/2024
900	900-Services Contracted out to Others	Dollars	582,000.00	1/1/2024	12/31/2024
924	924-Revenue from use of Swimming Pools	Dollars		1/1/2024	12/31/2024
925	925-Number of Swimming Pools	Total		1/1/2024	12/31/2024
945	945-Number of Sewage Taps	Total		1/1/2024	12/31/2024

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

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

Property Schedule

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

Named Member:

Consolidated Bell Mountain Ranch Metropolitan District

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$ 500.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#	001-001	Unique#	PROP-00111583	Not Assigned	3	Replacement	Buildings:	\$ 0.00	\$ 2	\$	\$
2 Electronic Controllers	Year Built:	2019	Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00				
Throughout District	Sq. Feet:		County:	Arapahoe	Ded:	\$ 500.00	EDP:	\$ 0.00			
Greenwood Village, CO 80104	# Stories		Flood Zone:	Zone X			Business Inc:	\$ 0.00			
NOC Equipment Breakdown Applies: Yes	Excess Quake Applies: No		Excess Flood Applies: No				UG Pipes:	\$ 0.00			
							Otherwise Classified:	\$1,287.00			

Location / Premise#	001-002	Unique#	PROP-00111582	Not Assigned	3	Replacement	Buildings:	\$ 0.00	\$ 1	\$	\$
3 Solar Controllers	Year Built:	2019	Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00				
Throughout District	Sq. Feet:		County:	Arapahoe	Ded:	\$ 500.00	EDP:	\$ 0.00			
Castle Rock, CO 80104	# Stories		Flood Zone:	Zone X			Business Inc:	\$ 0.00			
NOC Equipment Breakdown Applies: Yes	Excess Quake Applies: No		Excess Flood Applies: No				UG Pipes:	\$ 0.00			
							Otherwise Classified:	\$ 772.00			

Location / Premise#	002-001	Unique#	PROP-00000418	Noncombustible	3	Replacement	Buildings:	\$40,284.00	\$ 36	\$	\$
Restroom	Year Built:		Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00				
Community Park - Bell Mountain Drive	Sq. Feet:		County:	Arapahoe	Ded:	\$ 500.00	EDP:	\$ 0.00			
Castle Rock, CO 80104	# Stories		Flood Zone:	Zone X			Business Inc:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				UG Pipes:	\$ 0.00			
							Otherwise Classified:	\$ 0.00			

Property Schedule

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

Named Member:

Consolidated Bell Mountain Ranch Metropolitan District

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$ 500.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#	002-002	Unique#	PROP-00111580	Not Assigned	3	Replacement	Buildings:	\$ 0.00	\$126	\$	\$
Picnic Shelter, Tables, Etc.	Year Built:		Term:	1/1/2024 to 12/31/2024		Contents:		\$ 0.00			
Community Park - Bell Mountain Drive	Sq. Feet:		County:	Arapahoe	Ded:	\$ 500.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Castle Rock, CO 80104	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$78,726.00			

Location / Premise#	002-003	Unique#	PROP-00111581	Not Assigned	3	Replacement	Buildings:	\$ 0.00	\$381	\$	\$
Playground Equipment and Tables	Year Built:		Term:	1/1/2024 to 12/31/2024		Contents:		\$ 0.00			
Community Park - Bell Mountain Parkway & Bell Mountain Dr	Sq. Feet:		County:	Arapahoe	Ded:	\$ 500.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Castle Rock, CO 80104	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$237,418.00			

Location / Premise#	003-001	Unique#	PROP-00111585	Not Assigned	3	Replacement	Buildings:	\$ 0.00	\$173	\$	\$
Equestrian Bridge	Year Built:	1995	Term:	1/1/2024 to 12/31/2024		Contents:		\$ 0.00			
Tract F	Sq. Feet:		County:	Arapahoe	Ded:	\$ 500.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Castle Rock, CO 80104	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: Yes	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$108,040.00			

Property Schedule

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

Named Member:

Consolidated Bell Mountain Ranch Metropolitan District

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$ 500.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#	004-001	Unique#	PROP-00111584	Not Assigned	3	Replacement	Buildings:	\$ 0.00	\$327	\$	\$
Entryway		Year Built:	2006	Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00			
Bell Mountain Parkway		Sq. Feet:		County:	Arapahoe	Ded:	\$ 500.00	EDP:	\$ 0.00		
								Business Inc:	\$ 0.00		
Castle Rock, CO 80104		# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00		
NOC Equipment Breakdown Applies: Yes		Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$203,545.00		

Location / Premise#	005-001	Unique#	PROP-00111578	Not Assigned	3	Replacement	Buildings:	\$ 0.00	\$2,263	\$	\$
Bridge #1		Year Built:	1996	Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00			
Plum Creek		Sq. Feet:		County:	Arapahoe	Ded:	\$ 500.00	EDP:	\$ 0.00		
								Business Inc:	\$ 0.00		
Castle Rock, CO 80104		# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00		
NOC Equipment Breakdown Applies: Yes		Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$1,409,679.00		

Location / Premise#	005-002	Unique#	PROP-00111579	Not Assigned	3	Replacement	Buildings:	\$ 0.00	\$2,263	\$	\$
Bridge #2		Year Built:	2002	Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00			
Plum Creek		Sq. Feet:		County:	Arapahoe	Ded:	\$ 500.00	EDP:	\$ 0.00		
								Business Inc:	\$ 0.00		
Castle Rock, CO 80104		# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00		
NOC Equipment Breakdown Applies: Yes		Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$1,409,679.00		

Property Schedule

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

Named Member:

Consolidated Bell Mountain Ranch Metropolitan District

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$ 500.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Totals:	Buildings:	\$40,284.00	\$5,572.00	\$0.00	\$0.00
	Contents:	\$0.00			
	EDP:	\$0.00			
	Business Inc:	\$0.00			
	UG Pipes:	\$0.00			
	Otherwise Classified:	\$3,449,146.00			

Minimum Property Contribution: \$425

Named Member:

Consolidated Bell Mountain Ranch Metropolitan District

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$ 500.00

IM Code	Description	Serial Number	Model Number	Ded:	Effective	Expiration	Value	Valuation	Inland Mar. Contribution
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Mobile Equipment	Three Mobile Speed Limit Signs			\$ 500.00	1/1/2024	12/31/2024	\$10,994.00		\$18
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Minimum Combined Property and Inland Marine Contribution:				\$425			Totals:	\$10,994.00	\$18.00
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Valuation

ACV= Actual Cash Value

RCV = Replacement Cost Value



CERTIFICATE OF COVERAGE

Certificate Number
CERT-005601

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

COVERAGES

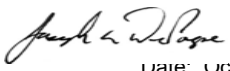
THIS IS TO CERTIFY THAT COVERAGE DOCUMENTS LISTED HEREIN HAVE BEEN ISSUED TO THE NAMED MEMBER HEREIN FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE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

CO LTR	Type of Coverage	Coverage #	Effective Date	Expiration Date	LIMITS	
A	General Liability	24PL-60320-2329	01/01/24	12/31/24	General Aggregate	Unlimited
	<input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Public Officials Liability <input checked="" type="checkbox"/> Employment Practices <input checked="" type="checkbox"/> Occurrence	*Except that for claims, occurrences or suits to which the monetary limits of the Colorado Immunity Act, C.R.S. & 24-10-101, et.seq., as amended, apply, there shall be a further sublimit of (a) \$387,000 for an injury to any one person in any single occurrence; and (b) \$1,093,000 for an injury to two or more persons in any single occurrence; but in the event of an injury to two or more persons in any single occurrence, the sublimit shall not exceed \$387,000 for each injured person.			Each Occurrence*	\$2,000,000
	Automobile Liability <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Each Occurrence*	
	Auto Physical Damage <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos					
	Excess Liability <input type="checkbox"/> Other Than Umbrella Form				General Aggregate	
					Each Occurrence*	
	Property <input type="checkbox"/>					

Description:
 Unit Owners within Bell Mountain Ranch Filing 1-A and 1-B as recorded upon the public records of Douglas County at reception numbers 9601921 and 9829066 are listed as additional covered members under General Liability with respects to the District owned Private Open Space Preservation Easement as required under written contract. Only those liabilities covered by the Pool's coverage document for the Member District shall apply, subject to the provisions and limitations contained in the Colorado Governmental Immunity Act C.R.S. 24-10-101, as amended.

CERTIFICATE HOLDER Unit Owners within Bell Mountain Ranch - as Descr c/o CliftonLarsonAllen LLP / Attn: Bob Blodgett 8390 E. Crescent Parkway, Suite 300 Greenwood Village, CO 80111	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE FORM PROVISIONS.
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AUTHORIZED REPRESENTATIVE:
By: Joseph E. DePaepe



Date: October 21, 2023

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

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

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

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

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

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

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

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

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

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

TCW Risk Management Renewal Team

On behalf of Nikki Rickord & Sebastian Arulraj

303.872.1930 • tcwinfo@tcwrm.com



If the recipient of this email is not the intended recipient or has otherwise received the email in error, please notify the sender immediately by return email and delete the original email (together with any copies of it) from the recipient computer system without retaining, using, or reproducing the email or its contents.

Workers' Compensation Coverage Invoice

District: Consolidated Bell Mountain Ranch Metropolitan District
c/o CliftonLarsonAllen LLP
8390 East Crescent Parkway, Suite 300
Greenwood Village, CO 80111-2814

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

Coverage No.		Entity ID		Effective Date		Expiration Date		Invoice Date	
24WC-60320-0299		60320		1/1/2024		EOD 12/31/2024		8/14/2023	
Class Code	Description	No. of Employees		No. of Volunteers	2024 Rate	2024 Estimated Employee Payroll	2024 Estimated Volunteer Payroll	Estimated Manual Contribution	
		FT	PT						
8811	Board Member Coverage	0	0	5	0.75		\$6,000.00	\$45.00	

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

Total Amount Due: **\$450.00**

Estimated payroll is subject to yearend audit.

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

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

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



Workers' Compensation and Employer's Liability Declarations Page

Coverage Number: 24WC-60320-0299
Coverage Period: 1/1/2024 — EOD 12/31/2024

FEIN: 84-1479888
Entity ID: 60320

Named Member:
Consolidated Bell Mountain Ranch
Metropolitan District
c/o CliftonLarsonAllen LLP
8390 East Crescent Parkway, Suite 300
Greenwood Village, CO 80111-2814

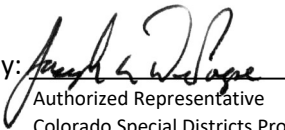
Broker of Record:
TCW Risk Management
384 Inverness Parkway
Suite 170
Englewood, CO 80112

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

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

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

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

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

Date: 8/14/2023

Payment Instructions

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

We accept the following payment methods:

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

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

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

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

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

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

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

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

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

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

2024 CSD Pool General Coverage Notes

Drones

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

Property Coverages:

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

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

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

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

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

Consider increasing property values

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

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



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

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

Roofs and Hail

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

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

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

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

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

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

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

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

Inland Marine/Auto Coverages:

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



Auto Physical Damage Deductibles:

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

Crime and Employee Dishonesty Coverage:

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

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

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

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

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



Liability Coverages:

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

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

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

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

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

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

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

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



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

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

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

Claims:

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

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



Workers' Compensation Coverages:

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

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

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

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

Workers' Compensation – Board Member Only Coverages:

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

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

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

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





Special Districts Master Services Agreement

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

Scope of professional services

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

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

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

Board of director responsibilities

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

Responsibilities and limitations related to nonattest services

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

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

Fees and terms

See the applicable SOW for the fees for the services.

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

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

Other Fees

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

Finance charges and collection expenses

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

Limitation of remedies

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

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

Time limitation

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

CLA shall be authorized to the following cash access services:

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

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

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

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

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

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

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

Other provisions

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

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

Insurance:

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

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

The relationship of CLA with the district shall be solely that of an independent contractor and nothing in

this agreement shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

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

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

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

Annual Appropriation and Budget

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

Governmental Immunity

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

No Third-Party Beneficiaries

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

Personal Identifying Information

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

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

Consent to use financial information

Annually, we assemble a variety of benchmarking analyses using data obtained through our client engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this MSA will serve as your consent to use of Consolidated Bell Mnt Ranch (CBMR) 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

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

Response

This MSA correctly sets forth the understanding of Consolidated Bell Mnt Ranch (CBMR) and is accepted by:

CLA
CliftonLarsonAllen LLP

Denise Denslow

Denise Denslow, Principal

SIGNED 11/2/2023, 8:20:57 AM MDT

Client
Consolidated Bell Mnt Ranch (CBMR)

SIGN:

Russel Grant, President

DATE:



Special Districts Public Management Services Statement of Work

Date: October 20, 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 Consolidated Bell Mnt Ranch (CBMR) (“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

The professional fees (guaranteed through December 31, 2024) for these services are as follows:

Item	Fee
Annual Fee	\$40,000

Included in the fixed fees are meetings and phone calls to discuss operations, business matters, and accounting matters of the entity. While the fixed fees entitle the entity to consultations with us, if organizational conditions change or the scope of the work requires substantial additional effort beyond what has been defined in this agreement, CLA agrees to perform the additional work at a mutually agreed upon price.

Out-of-pocket expenses such as out-of-town travel, meals, and lodging will be billed at cost and are not included in the fees quoted above. We will also add a technology and client support fee of five percent (5%) of all professional fees billed. The fee estimates are based on anticipated cooperation from your personnel and their assistance with preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fees will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimate.

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 Consolidated Bell Mnt Ranch (CBMR) and is accepted by:

CLA
CliftonLarsonAllen LLP

Denise Denslow

Denise Denslow, Principal

SIGNED 10/20/2023, 11:52:30 AM MDT

Client
Consolidated Bell Mnt Ranch (CBMR)

SIGN:

Russel Grant, President

DATE:

Account	PO/Cont	Check #	Invoice	Date	Date Paid	Description	Amount
10-000-06573	0	5810	11494	08/29/2023	10/11/2023	8/29 Roadside /medians we Released 10/11/2023	4,000.00
**** TOTAL **** Weed Wranglers, Inc.							4,000.00
10-000-06300	0	5811	3907727	10/05/2023	11/01/2023	09 District Mgmt	2,980.61
**** TOTAL **** Clifton Larson Allen, LLP							2,980.61
10-000-06551	0	5812	40393	10/17/2023	11/01/2023	09 Street/shoulder manage	3,780.00
10-000-06570	0	5812	40394	10/17/2023	11/01/2023	10 Fountain irrigation re	7,613.00
10-000-06596	0	5812	40395	10/17/2023	11/01/2023	10 Equestrian trail mow	962.50
10-000-06550	0	5812	40396	10/17/2023	11/01/2023	10 Steet/Shoulder maint	1,545.00
10-000-06551	0	5812	40397	10/17/2023	11/01/2023	10 Street/Shoulder Maint	14,186.19
10-000-09655	0	5812	40398	10/17/2023	11/01/2023	10 Emergency repairs on R	17,167.71
10-000-06595	0	5812	40399	10/17/2023	11/01/2023	09 trail maintenance	8,862.89
10-000-06570	0	5812	40400	10/17/2023	11/01/2023	09/22-10/20 Bathrooms	350.00
10-000-06570	0	5812	40401	10/17/2023	11/01/2023	10 Landscape Maint	5,468.57
**** TOTAL **** Advanced Property Maintenance							59,935.86
10-000-06550	0	5813	10 02 23	09/30/2023	11/01/2023	10/02 Asphalt patches	3,450.00
**** TOTAL **** Ferguson & Sons Paving							3,450.00
10-000-06450	0	5814	4486	10/06/2023	11/01/2023	09 Legal	3,586.00
40-000-06450	0	5814	4486	10/06/2023	11/01/2023	09 Legal (Water)	296.00
**** TOTAL **** Collins, Cockrel & Cole							3,882.00
10-000-06100	0	5815	36477	09/30/2023	11/01/2023	09 Accounting	1,911.85
**** TOTAL **** Simmons & Wheeler							1,911.85
10-000-02050	0	5816	13362-RET	10/18/2023	11/01/2023	Retainage Release	9,025.88
**** TOTAL **** A-1 Chipseal							9,025.88
10-000-06573	0	5817	11767	10/03/2023	11/01/2023	9/28 Ped /Equestrian weed	5,000.00
**** TOTAL **** Weed Wranglers, Inc.							5,000.00
10-000-06570	0	5818	147856	09/30/2023	11/01/2023	09 Pest Control	305.00
**** TOTAL **** Absolute Pest Control, Inc							305.00
10-000-06576	0	5819	30195-01 1	10/06/2023	11/01/2023	09 Water (Park)	96.42
10-000-06576	0	5819	30196-01	10/06/2023	11/01/2023	09 Water (Common)	324.79
**** TOTAL **** Castle Rock Water							421.21
*** GRAND TOTAL ***							90,912.41

**Consolidated BMR Metro District
Proposed Budget
General Fund
For the Year ended December 31, 2024**

As of: 10/16/2023

	Actual 2022	Adopted Budget 2023	Actual 8/31/2023	Estimate 2023	Proposed Budget 2024	Remarks
Beginning balance	\$ 178,773	\$ 120,142	\$ 108,216	\$ 108,216	\$ 82,197	
Revenues:						
Property taxes	499,912	499,991	498,722	499,991	500,000	See Note 1
Specific ownership taxes	112,150	100,141	78,903	118,355	113,000	
Interest	661	1,000	621	1,000	1,000	
Reimbursements & other	14,018	1,000	3,678	16,000	2,000	
Conservation Trust Fund	5,033	4,000	2,929	4,000	4,000	
Total revenues	631,774	606,132	584,853	639,346	620,000	
Total funds available	810,547	726,274	693,069	747,562	702,197	
Expenditures:						
Accounting / audit	15,672	18,000	11,655	18,000	18,000	
Legal	46,075	40,000	27,342	40,000	40,000	
Legal - water	6,446	-	-	-	-	
District management	40,468	48,000	25,321	48,000	40,000	
Insurance	10,206	11,250	9,415	9,415	10,000	
Dues and memberships	764	800	774	774	800	
General engineering	3,075	10,000	-	-	5,000	
Director Fees	-	-	-	-	500	
Election expense	5,013	20,000	626	626	-	
Utilities	963	1,500	472	1,000	1,000	
Treasurer fees	7,509	7,500	7,490	7,500	7,500	
Miscellaneous	5,916	5,000	2,443	5,000	5,000	
Traffic/Speed Enforcement	236	5,000	-	3,000	3,000	
Snow removal	33,899	41,000	24,481	41,000	40,000	
Street/shoulder maintenance	141,965	100,000	94,305	140,000	110,000	
Contract Maintenance Supervisor	6,140	27,500	6,588	15,000	20,000	
Landscape & park maintenance	80,900	65,000	48,623	65,000	70,000	
Park / open space improvements	29,762	-	-	-	-	
Wildfire mitigation	7,296	10,000	-	-	10,000	See Note 2
Irrigation Water	10,296	20,000	9,710	20,000	20,000	
Equestrian trail maintenance	23,060	20,000	700	8,000	20,000	
Pedestrian path maintenance	32,154	20,000	40,931	42,000	40,000	
Road Chip Seal and Striping	141,443	150,000	140,518	156,000	150,000	
Storm drain & drainage channel maint	-	5,000	-	1,000	35,000	
Emergency Reserve	-	18,004	-	18,550	18,390	
Weed/Vegetation control	23,075	25,500	16,000	25,500	27,000	See Note 3
Contingency	-	7,220	-	-	11,007	
Transfer to Capital Project Fund	30,000	50,000	-	-	-	
Total expenditures	702,333	726,274	467,394	665,365	702,197	
Ending balance	\$ 108,214	\$ -	\$ 225,675	\$ 82,197	\$ -	
Assessed Valuation		<u>\$ 21,479,130</u>			29,945,640	
Mill Levy		<u>23.278</u>			<u>16.697</u>	

Note 1: Property tax revenue is limited to \$500,000 per previous Resolution (Ballot issue to increase failed in Nov 2022)

Note 2: Weed management on equestrial trails.

Note 3: New bid from Weed Wraglers

**Consolidated BMR Metro District
Proposed Budget
Capital Fund
For the Year ended December 31, 2024**

	Actual 2022	Adopted Budget 2023	Actual 8/31/2023	Estimate 2023	Proposed Budget 2024	
Beginning balance	\$ 415,200	\$ 448,200	\$ 452,530	\$ 452,530	\$ 335,530	
Revenues:						
Transfer from General Fund	30,000	50,000	-	-	-	
Interest	7,331	3,916	15,388	23,000	13,000	
Total revenues	37,331	53,916	15,388	23,000	13,000	
Total funds available	452,531	502,116	467,918	475,530	348,530	
Expenditures:						
Major Repairs & Maintenance	-	263,250	67,135	140,000	-	See Note 1
Capital improvements	-	11,500	-	-	11,500	See Note 2
Total expenditures	-	274,750	67,135	140,000	11,500	
Ending balance	\$ 452,531	\$ 227,366	\$ 400,783	\$ 335,530	\$ 337,030	

Note 1: 2023 expenses fire mitigation (47k) retrench ditches (53k), Glade Gulch repair (40k, BM Dr to Riva Rose Cir).

Note 2: Material storage area

**Consolidated BMR Metro District
Proposed Budget
Debt Fund
For the Year ended December 31, 2024**

	Actual <u>2022</u>	Adopted Budget <u>2023</u>	Actual <u>8/31/2023</u>	Estimate <u>2023</u>	Proposed Budget <u>2024</u>
Beginning balance	\$ 342,819	\$ 381,297	\$ 394,213	\$ 394,213	\$ 448,171
Revenues:					
Property taxes	768,319	751,770	749,862	751,770	673,768
Interest income	11,733	6,000	24,156	36,000	35,000
Total revenues	<u>780,052</u>	<u>757,770</u>	<u>774,018</u>	<u>787,770</u>	<u>708,768</u>
Total funds available	<u>1,122,871</u>	<u>1,139,067</u>	<u>1,168,231</u>	<u>1,181,983</u>	<u>1,156,939</u>
Expenditures:					
Loan Interest 2020 Series	302,120	294,535	145,250	294,535	283,243
Loan Principal 2020 Series	415,000	425,000	-	425,000	450,000
Treasurer's Fees	11,540	11,277	11,262	11,277	10,107
Paying agent fees	-	3,000	-	3,000	3,000
Total expenditures	<u>728,660</u>	<u>733,812</u>	<u>156,512</u>	<u>733,812</u>	<u>746,350</u>
Ending balance	<u>\$ 394,213</u>	<u>\$ 405,255</u>	<u>\$ 1,011,719</u>	<u>\$ 448,171</u>	<u>\$ 410,589</u>
Required Reserve	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Assessed Valuation		<u>\$ 21,479,130</u>			29,945,640
Mill Levy		<u>35.000</u>			<u>22.500</u>
Total Mill Levy		<u>58.278</u>			<u>39.197</u>

**Consolidated BMR Metro District
Proposed Budget
Water Services Fund
For the Year ended December 31, 2024**

	Actual <u>2022</u>	Adopted Budget <u>2023</u>	Actual <u>8/31/2023</u>	Estimate <u>2023</u>	Proposed Budget <u>2024</u>	
Beginning Balance	\$ -	\$ 715,524	\$ 738,801	\$ 738,801	\$ 718,385	
Revenues:						
Transfer from BMRMD	716,779	-	30	30	-	
BMR Deliquent Water Collection	72,372	-	-	-	-	
Tap Fee (Lot 7 Stevens Ranch)	35,000	35,000	-	-	-	
Interest	4,732	100	22,516	33,000	5,000	
Total revenues	828,883	35,100	22,546	33,030	5,000	
Total Funds available	828,883	750,624	761,347	771,831	723,385	
Expenditures:						
Wastewater disposal	30,793	80,000	38,446	38,446	-	See Note 1
Castle Rock Water sewer charge	-	-	-	-	-	
Town of Castle Rock	-	600,000	-	-	650,000	See Note 2
Miscellaneous/Legal Fees	59,289	20,000	6,634	15,000	10,000	See Note 3
Total expenditures	90,082	700,000	45,080	53,446	660,000	
Ending balance	\$ 738,801	\$ 50,624	\$ 716,267	\$ 718,385	\$ 63,385	See Note 4

Note 1: CBMR pays for wastewater hauling thru 7/31/2023. CRW pays.

Note 2: See IGA. Reduce debt owed CRW for new water main connector

Note 3: Legal fees for transfer of property to CRW

Note 4: Retained for possible unexpected expenses