

COLUMBIA METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 • 800-741-3254
Fax: 303-987-2032

NOTICE OF REGULAR MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Robert Haddad, Jr.	President	2022/May 2022
Carla D. Ladd	Vice President	2022/May 2022
Marion L. Ladd	Treasurer/Secretary	2023/May 2023
VACANT		2023/May 2023
VACANT		2022/May 2022

DATE: Monday, May 17, 2021

TIME: 10:00 A.M.

PLACE: Tuscany Recreation Association Parking Lot - 5885 S Biscay St, Centennial, CO 80015-- Meeting will be conducted outdoors and consistent with proper Social Distancing Guidelines in response to the Covid-19 pandemic.

I. PUBLIC COMMENT

A. _____

II. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

B. Approve Agenda, confirm location of the meeting and posting of meeting notices and designate 24-hour posting location.

C. Review and approve Minutes of the November 23, 2020 Special Meeting (enclosure).

D. Consider appointments of Rod Johnson and Sheryl Overton to fill vacancies on the Board of Directors. Administer Oaths of Office.

E. Consider appointment of Officers:

President _____

Vice President _____

Treasurer _____

Secretary _____

Asst. Secretary _____

III. MAINTENANCE MATTERS AND IMPROVEMENTS

A. Landscape Maintenance Update.

1. Review and consider ratifying approval of Service Agreement with BrightView Landscape Services, Inc. for 2021 Landscape Maintenance Services (enclosure).
-

2. Discuss plant material replacements.
-

B. Discuss status of transfer of median at East Orchard and South Telluride.

C. Discuss Lighting Plan.

1. Discuss status of possible architectural lighting in the medians.
-
2. Discuss status of IREA median lighting at East Orchard and South Telluride.
-

IV. FINANCIAL MATTERS

A. Ratify approval of payment of claims through the periods ending as follows (enclosures):

Fund	Period Ending Dec. , 2020	Period Ending Jan. , 2021	Period Ending Feb. , 2021	Period Ending March , 2021
General	\$ 10,861.48	\$ 4,641.92	\$ 6,130.89	\$ 6,579.39
Total Claims	\$ 10,861.48	\$ 4,641.92	\$ 6,130.89	\$ 6,579.39

Fund	Period Ending April-, 2021
General	\$ 6,386.36
Total Claims	\$ 6,386.36

- B. Review and approve payment of claims through the period ending May 17, 2021 as follows (to be distributed):

General Fund:	\$
Total:	\$

- C. Review and accept unaudited financial statements and balance sheet as of March 31, 2021 (enclosure).
-

- D. Ratify approval of the preparation, execution and filing of the Application for Exemption from Audit for 2020 (enclosure - copy of application).
-

V. LEGAL MATTERS

- A. _____

VI. OTHER BUSINESS

- A. _____

VII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR NOVEMBER 22, 2021 (BUDGET HEARING).**

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE COLUMBIA METROPOLITAN DISTRICT HELD NOVEMBER 23, 2020

A Special Meeting of the Board of Directors of the Columbia Metropolitan District (referred to hereafter as the "Board") was convened on Monday, the 23rd day of November, 2020, at 6:30 P.M. Due to concerns regarding the spread of the Coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, the District Board meeting was held and properly noticed to be held via telephone conference. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Robert Haddad, Jr.
Carla D. Ladd

Following discussion, upon motion duly made by Director Haddad, seconded by Director Carla Ladd and, upon vote, unanimously carried, the absence of Director Marion Ladd was excused.

Also In Attendance Were:

David Solin; Special District Management Services, Inc. ("SDMS")

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosure of Potential Conflicts of Interest: The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board of Directors and to the Secretary of State.

Mr. Solin noted that a quorum was present and requested that the Directors consider whether they had any new conflicts of interest which had not been previously disclosed. Mr. Solin noted for the record that Director Haddad is the Vice President of the Hills at Piney Creek Homeowners Association. Mr. Solin also noted for the record that there were no additional disclosures and incorporated for the record those applicable disclosures made by the Board members prior to this meeting and in accordance with statute.

ADMINISTRATIVE MATTERS

Agenda: Mr. Solin distributed for the Board's review and approval a proposed Agenda for the District's Special Meeting.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Haddad, seconded by Director Carla Ladd and, upon vote, unanimously carried, the Agenda was approved, as amended.

Confirm Location of Meeting and Posting of Meeting Notices: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. It was noted that due to concerns regarding the spread of the COVID-19 and the benefits to the control of the spread of the virus by limiting in-person contact, the District Board meeting was held and properly noticed to be held via telephone conference, without any individuals (neither District representatives nor the general public) attending in person. The Board further noted that notice providing the conference bridge information was duly posted and that they have not received any objections or any requests that the means of hosting the meeting be changed by taxpaying electors within the District's boundaries.

Board Vacancies: The Board entered into discussion regarding vacancies on the Board of Directors. It was noted that there were no interested eligible candidates at this time.

Term Limits and Succession Planning: Mr. Solin discussed with the Board term limits and succession planning.

Minutes: The Board reviewed Minutes of the July 29, 2020 Special Meeting and September 14, 2020 Work Session.

Following discussion, upon motion duly made by Director Carla Ladd, seconded by Director Haddad and, upon vote, unanimously carried, the Minutes of the July 29, 2020 Special Meeting and September 14, 2020 Work Session were approved, as presented.

2021 Regular Meeting Dates: The Board entered into discussion regarding Resolution No. 2020-11-01; Resolution Establishing Regular Meeting Dates, Time and Location, Establishing District Website and Designating Location for Posting of 24-Hour Notice.

The Board determined to hold regular meetings in 2021 on May 17, 2021 at 1:00 p.m. and November 22, 2021 at 6:30 p.m.

Following discussion, upon motion duly made by Director Haddad, seconded by Director Carla Ladd and, upon vote, unanimously carried, the Board adopted Resolution No. 2020-11-01; Resolution Establishing Regular Meeting Dates, Time and Location, Establishing District Website and Designating Location for Posting of 24-Hour Notice. A copy of the Resolution is attached hereto and incorporated herein by this reference.

RECORD OF PROCEEDINGS

§32-1-809, C.R.S.: The Board entered into discussion regarding §32-1-809, C.R.S. reporting requirements and mode of eligible elector notification.

Following discussion, upon motion duly made by Director Carla Ladd, seconded by Director Haddad and, upon vote, unanimously carried, the Board determined to post the required information to the SDA website.

PUBLIC COMMENTS

There were no public comments at this time.

MAINTENANCE MATTERS & IMPROVEMENTS

Service Agreement by and between the District and JBK for 2021 Landscape Maintenance Services: Mr. Solin presented the Board with a proposal from JBK for 2021 Landscape Maintenance Services.

Following discussion, upon motion duly made by Director Carla Ladd, seconded by Director Haddad and, upon vote, unanimously carried, the Board approved the Service Agreement by and between the District and JBK for 2021 Landscape Maintenance Services, with a yearly amount not-to-exceed \$28,980.00.

Landscape Maintenance Update: Mr. Solin and the Board discussed the District Landscape Maintenance Update.

Median at Orchard Road and South Telluride Street: Mr. Solin updated the Board on possible conveyance of the median to the District. He noted that the City of Centennial's legal office is reviewing the agreement needed.

Landscaping Design Proposal: Mr. Solin discussed with the Board a landscaping design proposal.

Following discussion, upon motion duly made by Director Carla Ladd, seconded by Director Haddad and, upon vote, unanimously carried, the Board approved the landscaping design proposal, once the transfer is approved by the City of Centennial, in the amount of \$750.

Lighting Plan: The Board directed Mr. Solin to proceed with getting approval from the City of Centennial.

Architectural Lighting in the Medians: Mr. Solin updated the Board on possible architectural lighting in the medians. The Board directed Mr. Solin to obtain a proposal from JBK Landscape.

IREA Median Lighting at East Orchard Road and South Telluride: Mr. Solin updated the Board on the IREA Median Lighting at East Orchard Road and South Telluride.

RECORD OF PROCEEDINGS

Landscape Site Visit: Mr. Solin and the Board discussed the District landscape site visit. The Board directed Mr. Solin to obtain proposals for arborist pruning once spring leaf out has occurred and JBK has indicated what they cannot do.

2021 Annual Flowers: Mr. Solin presented the Board a proposal for plant material options for the 2021 annual flowers.

Following discussion, upon motion duly made by Director Carla Ladd, seconded by Director Haddad and, upon vote, unanimously carried, the Board approved the proposal for 2021 annual flower selection, in an amount not-to-exceed \$10,177.17.

Drought Plant Replacement (insurance claim): Mr. Solin presented the Board a proposal for drought plant replacement options for the 2021.

Following discussion, upon motion duly made by Director Carla Ladd, seconded by Director Haddad and, upon vote, unanimously carried, the Board approved the proposal for drought plant replacement options for the 2021, in an amount not-to-exceed \$12,984.28.

FINANCIAL MATTERS

Claims: The Board reviewed the payment of claims through the periods ending as follows:

Fund	Period Ending Aug. 13, 2020	Period Ending Sept. 10,2020	Period Ending Oct. 8, 2020	Period Ending Nov. 12, 2020
General	\$ 11,114.35	\$ 46,567.98	\$ 6,710.66	\$ 6,130.85
Total Claims	\$ 11,114.35	\$ 46,567.98	\$ 6,710.66	\$ 6,130.85

Following review, upon motion duly made by Director Haddad, seconded by Director Carla. Ladd and, upon vote, unanimously carried, the Board ratified approval of the payment of claims as presented. The Board directed Mr. Solin to request that JBK Landscape add additional detail on specific locations and projects on their invoices.

Unaudited Financial Statements: The Board discussed the unaudited financial statements and balance sheet, dated September 30, 2020.

Following discussion, upon motion duly made by Director Haddad, seconded by Director Carla Ladd and, upon vote, unanimously carried, the Board accepted the unaudited financial statements and balance sheet, dated September 30, 2020.

Application for Exemption from 2020 Audit: The Board entered into discussion regarding the appointment of the District Accountant to prepare the Application for Exemption from 2020 Audit.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Haddad, seconded by Director Carla Ladd and, upon vote, unanimously carried, the Board authorized the appointment of the District Accountant to prepare the Application for Exemption from 2020 Audit.

2020 Budget Amendment Hearing: The President opened the Public Hearing to consider an Amendment to the 2020 Budget and to discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of a Resolution to Amend the 2020 Budget and the date, time and location of the Public Hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this Public Hearing. No public comments were received and the Public Hearing was closed.

Following discussion, the Board determined that an amendment to the 2020 Budget was not necessary.

2021 Budget Hearing: The President opened the Public Hearing to consider the proposed 2021 Budget and to discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of the 2021 Budget and the date, time and location of the Public Hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this Public Hearing. No public comments were received and the Public Hearing was closed.

Mr. Solin reviewed the estimated 2020 expenditures and the proposed 2021 expenditures.

Following discussion, the Board considered adoption of Resolution No. 2020-11-02; Resolution to Adopt the 2021 Budget and Appropriate Sums of Money, and Resolution No. 2020-11-03; Resolution to Set Mill Levies (for the General Fund at 2.000 mills, Debt Service Fund at 0.000 mills and for Other Fund(s) at 0.000 mills, for a total mill levy of 2.000 mills). Upon motion duly made by Director Haddad, seconded by Director Carla Ladd and, upon vote, unanimously carried, the Resolutions were adopted, as discussed, and execution of the Certification of Budget and Certification of Mill Levies was authorized, subject to receipt of final Certification of Assessed Valuation from the County on or before December 10, 2020. Mr. Solin was authorized to transmit the Certification of Mill Levies to the Board of County Commissioners of Arapahoe County not later than December 15, 2020. Mr. Solin was also authorized to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2021. Copies of the adopted Resolutions are attached hereto and incorporated herein by this reference.

RECORD OF PROCEEDINGS

DLG-70 Mill Levy Certification Form: The Board considered authorizing the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

Following discussion, upon motion duly made by Director Haddad, seconded by Director Carla Ladd and, upon vote, unanimously carried, the Board authorized the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

2022 Budget Preparation: The Board discussed the preparation of the 2022 Budget.

Following discussion, upon motion duly made by Director Haddad, seconded by Director Carla Ladd and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the 2022 Budget. The Board determined to hold the public hearing to consider adoption of the 2022 Budget on November 22, 2021 at 6:30 p.m. at the regular meeting location.

LEGAL MATTERS

McGeady Becher P.C. Document Retention Policy: Mr. Solin presented to the Board an update to the McGeady Becher P.C. Document Retention Policy.

Following discussion, upon motion duly made by Director Carla Ladd, seconded by Director Haddad and, upon vote, unanimously carried, the Board approved the updated McGeady Becher P.C. Document Retention Policy. A copy is attached hereto and incorporated herein by this reference.

OTHER BUSINESS MATTERS

Bank Account Transfer: The Board discussed the District's bank account.

The Board directed Mr. Solin to open a new District account with First Bank and to close the Wells Fargo account after transferring all funds to the First Bank account. The Board directed that SDMS staff are authorized to manage this process.

Following discussion, upon motion duly made by Director Carla Ladd, seconded by Director Haddad and, upon vote, unanimously carried, the Board approved the establishment of the District's bank account with First Bank and authorized all Board members to be signers on the account. The Board also authorized Mr. Beck to have lookup access to the First Bank account.

RECORD OF PROCEEDINGS

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made by Director Carla Ladd, seconded by Director Haddad and, upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By _____
Secretary for the Meeting

**SERVICE AGREEMENT FOR
2021 LANDSCAPE MAINTENANCE SERVICES**

THIS SERVICE AGREEMENT FOR **LANDSCAPE MAINTENANCE SERVICES** (“**Agreement**”) is entered into as of the 8th day of May, 2021, by and between **COLUMBIA METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **BRIGHTVIEW LANDSCAPE SERVICES, INC.**, a Colorado Corporation (the “**Contractor**”) (each a “**Party**” and, collectively, the “**Parties**”).

RECITALS

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

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

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

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

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

I. CONTRACTOR DUTIES AND AUTHORITY

1.1 Duties of Contractor. The Contractor shall:

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

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

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

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

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

1.2 Limitations on Authority.

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

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

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

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

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

1.6 Work Product. "**Work Product**" shall consist of all written materials maintained by the Contractor in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Contractor shall maintain reproducible copies of any test results and logs which it obtains and shall make them available for

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

II. COMPENSATION

2.1 Compensation. The Contractor shall be paid as set forth in **Exhibit A** attached hereto with a total contract amount not to exceed \$28,620.00 PLUS \$9,890 for the Annual Flower Program, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as **Exhibit C** ("**Change Order**").

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

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

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

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on May 9, 2021, and shall expire on December 31, 2021. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

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

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

IV. INDEMNIFICATION AND INSURANCE

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

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

(a) Liability Insurance Coverage.

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

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

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

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

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

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

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

V. MISCELLANEOUS

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

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

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

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

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

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

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

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

To District:	Columbia Metropolitan District 141 Union Boulevard, Suite 150 Lakewood, Colorado 80228 Phone: (303) 987-0835 Fax: (303) 987-2032 Email: dsolin@sdmsi.com Attn: David Solin
--------------	--

With a Copy To: McGeady Becher, P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203
Phone: (303) 592-4380
Fax: (303) 592-4385
Email: mbecher@specialdistrictlaw.com
Attn: Megan M. Becher

To Contractor: BrightView Landscape Services, Inc.
2570 E. 39th Ave.
Denver, Colorado 80239
Phone: (303) 288-2701
Fax:
Email: shad.parrish@brightview.com
Attn: Shad Parrish

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT]

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

Contractor:
BRIGHTVIEW LANDSCAPE SERVICES, INC.

By: JS. 4/26/2021

Its: James Gillen / VPGM

STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 16th day of April, 2021, by James Gillen, as VPGM of BRIGHTVIEW LANDSCAPE SERVICES, INC.

Witness my hand and official seal.

My commission expires: July 21, 2023

MARTHA J MICELI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034023907
MY COMMISSION EXPIRES JULY 21, 2023

Martha J Miceli.
Notary Public

District:
COLUMBIA METROPOLITAN DISTRICT

By: _____
President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as _____ of Columbia Metropolitan District.

Witness my hand and official seal.

My commission expires: _____

Notary Public

[SIGNATURE PAGE TO SERVICE AGREEMENT]

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

Contractor:

BRIGHTVIEW LANDSCAPE SERVICES, INC.

By: _____

Its: _____

STATE OF COLORADO)

) ss.)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2021, by _____, as _____ of BRIGHTVIEW LANDSCAPE SERVICES, INC.

Witness my hand and official seal.

My commission expires: _____

Notary Public

District:
COLUMBIA METROPOLITAN DISTRICT

By: Robert Haddad
President

STATE OF COLORADO)

) ss.)

COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 5th day of May, 2021, by Robert Haddad, as President of Columbia Metropolitan District.

Witness my hand and official seal.

My commission expires: 3/16/24

Notary Public

R SUSAN MONARD
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20074008852
MY COMMISSION EXPIRES MARCH 16, 2024

EXHIBIT A
SCOPE OF SERVICES / COMPENSATION

See attached.

LANDSCAPE SERVICES AGREEMENT *Terms and Conditions*

THIS LANDSCAPE SERVICES AGREEMENT (this “*Agreement*”) is entered into as of May 1, 2021 between BrightView Landscape Services, Inc. (“*BrightView*”), and Columbia Metropolitan District (“*Client*”). If Client is other than the record owner of each property where goods or services will be delivered under this Agreement, then Client is executing and entering into this Agreement on its own behalf and as duly authorized agent for the record owner(s) of those properties.

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

1. **Services.**

- (a) For purposes of this Agreement: (i) the “*Services*” consist of the landscape maintenance, construction, irrigation, and other general landscape services described in the “*Scope of Landscape Services*” attached hereto, together with delivery or installation of any associated goods and materials, and (ii) the “*Landscape Site(s)*” consist of the exterior landscaped areas for each of the site(s) identified in the attached Scope of Landscape Services, where Services will be furnished by BrightView in accordance with the Scope of Landscape Services. More than one Scope of Landscape Services may be attached hereto, in the event of multiple Landscape Sites.
- (b) During the Term (defined below), BrightView shall furnish the Services or arrange for the Services to be furnished in accordance with applicable professional horticulture standards and any local requirements or regulations in effect, using appropriately trained, uniformed, and supervised personnel, and properly maintained equipment.
- (c) All tools, equipment, surplus materials, landscape waste materials and rubbish will be removed from each Landscape Site after Services are completed.
- (d) Any regulated substances required to be applied as part of the Services shall be applied in accordance with applicable laws and regulations by properly licensed personnel. Other materials shall be applied in accordance with the manufacturer’s directions.

2. Term. The “*Initial Term*” of this Agreement shall start on May 1, 2021 and end on April 30, 2022. Thereafter, this Agreement shall renew automatically for successive one-year periods (each, a “*Renewal Term*”) on each anniversary of the start date of the Initial Term (each, an “*Anniversary Date*”), unless either party gives written notice to the other party of its intent not to renew at least 90 days prior to the next Anniversary Date. The Initial Term, together with any Renewal Term, comprises the “*Term*.”

3. Work Orders. If Client requests services from BrightView that are not set forth on the Scope of Landscape Services or at a worksite for which there is no attached Scope of Landscape Services, then BrightView may elect in its sole discretion to furnish such additional services and any related goods and materials pursuant to a written work authorization signed by Client (each, a “*Work Order*”). For services, goods, or materials furnished pursuant to a Work Order, payment shall be due from Client to BrightView as specified by such Work Order or, if unspecified in such Work Order, then upon delivery of the services, goods, and materials identified in the Work Order (the “*Work Order Charges*”).

4. Insurance. During the Term, BrightView will maintain general liability insurance, automobile liability insurance, and workers’ compensation insurance covering its activities in connection with the Services and any Work Order. Such insurance shall be in commercially reasonable amounts. Evidence of such insurance will be provided to Client upon request.

5. **Cooperation.**

- (a) Client will cooperate with BrightView to facilitate the Services, and will permit or schedule adequate access to the Landscape Site(s) as required to perform the Services safely, efficiently, and within any specified timeframes. Client will notify BrightView in writing of any limitation on access to Landscape Site(s) as soon as possible, and in any event at least 48 hours to any scheduled delivery of services, goods, or materials.
- (b) If required, Client will provide water with adequate spigots or hydrants or such other items as identified on the Scope of Landscape Services.
- (c) Client shall provide written notice to BrightView of any proposed change in the ownership or management of the Landscape Site(s) at least 30 days prior to the effective date of any such change. A change in the ownership or management of the Landscape Site(s) shall not relieve Client of its obligations hereunder, including but not limited to the payment of the Service Fee and any amounts due to BrightView with respect to any Work Order, unless Client shall have given proper notice of termination pursuant to this Agreement.

6. **Service Fee.**

- (a) For Services performed pursuant to this Agreement, Client shall pay BrightView an annual service fee of \$28,620 (The “*Service Fee*”), subject to annual adjustments as described below.
- (b) Client shall pay the Service Fee to BrightView in advance through monthly payments according to the attached Billing Information and Schedule (See attached Billing Schedule). If no Billing Information and Schedule is attached to this Agreement or if the attached Billing Information and Schedule does not specify the months and amounts due, then the Service Fee shall be payable in advance in consistent equal monthly installments, beginning in the month of April 2021). Monthly payments are due not later than the 10th calendar day of each month. Overdue Service Fees or Work Order Charges shall be subject to an administrative charge equal to the lower of: (i) 1.5% per month (18% per year) and (ii) the highest rate permitted by law, in either case multiplied by the unpaid balance. In addition to this administrative charge, Client shall reimburse BrightView for all costs

and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by BrightView in collecting overdue Service Fees, Work Order Charges, and administrative charges.

- (c) The parties hereby acknowledge that, notwithstanding the Service Fee, the monthly installment plan, and any Billing Information Schedule attached hereto, the types and frequency of services, goods, and materials furnished each month throughout the year may vary according to seasonal requirements and best horticultural practices. The monthly installment plan and Billing Information and Schedule are implemented for Client's convenience of payment only and billings do not necessarily reflect the actual cost or value of Services performed during any particular month or other billing period. If this Agreement is terminated for any reason on a date other than an Anniversary Date, then all sums paid by Client to BrightView for Services performed since the most recent Anniversary Date shall be subtracted from the time-and-materials value (as determined in good faith by BrightView) of Services performed since that date and, if the result is a positive number (a "Shortfall"), the Shortfall shall become due and payable and Client shall promptly pay such Shortfall to BrightView. A Shortfall is not liquidated or other damages arising from a termination of the Agreement but represents the portion of the charges for Services performed prior to but unpaid by Client as of the Termination Date. For the avoidance of doubt, in no event will a Shortfall invoiced to the Client exceed the total amount that would have been received by the Service Provider had the terminated Agreement continued uninterrupted until the end of its then current term.
- (d) Unless specified otherwise in the attached Billing Information and Schedule, every 12 months the Service Fee shall be increased by an amount calculated by multiplying the Service Fee for the immediately preceding 12 months by 3%.

7. Termination.

- (a) Either BrightView or Client may terminate this Agreement without cause upon 60 days prior written notice to the other party.
- (b) If either party materially breaches the terms of this Agreement and fails to cure such breach within 30 days after written notice from the non-breaching party specifying such breach, then the non-breaching party may elect to immediately terminate this Agreement by written notice to the breaching party. In addition to and without limiting the foregoing, if Client fails to timely pay any Service Fees, Work Order Charges, or administrative fees due under this Agreement, then BrightView may elect, in its sole discretion, to (i) delay or cancel Services without further notice to Client, and/or (ii) immediately terminate this Agreement upon written notice to Client.
- (c) Either BrightView or Client may immediately terminate this Agreement upon written notice to the other party if (i) the other party makes an assignment for the benefit of creditors, (ii) a petition of bankruptcy is filed by or against the other party or (iii) all or substantially all of the other party's property is levied upon or scheduled to be sold in a judicial proceeding.

8. General Provisions.

- (a) BrightView will at all times perform the Services and any Work Order in accordance with all applicable workplace safety requirements and standards promulgated by federal and local authorities. BrightView will not at any time provide safety evaluation, inspection, or consulting services under this Agreement or any Work Order for the benefit of Client or any third party and, consequently, Client shall not rely on BrightView to provide such safety-related services at any time. Further, BrightView does not and will not at any time provide representations, warranties, or assurances as to the safety (or lack of safety) of any Landscape Site(s) or Work Order site with respect to periods before, during, or after Services are performed or Work Order services are performed and, consequently, Client shall not rely on BrightView to provide any such assurances at any time. If Client desires safety evaluation, inspection, or consulting services, or safety representations, warranties, or assurances, then BrightView and Client may execute and enter into a separate written agreement whereby BrightView will assist Client for an additional fee only in identifying (without recommending) third-party service providers that Client may then, in Client's sole discretion, elect to engage independently to obtain safety services and/or assurances.
- (b) This Agreement shall be governed by the law of the state where the Services will be furnished. If the Services will be furnished in more than one state, then the law of the Commonwealth of Pennsylvania will govern this Agreement, except with regard to its conflicts of laws doctrines. Both parties expressly agree that any and all legal proceedings arising under this Agreement will be brought exclusively in the state and federal courts located in the Commonwealth of Pennsylvania.
- (c) Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with BrightView or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization. This Agreement is binding on, and inures to the benefit of, the parties hereto (including the record owner of the Landscape Site(s) if other than Client) and their respective heirs, legal representatives, successors and assigns.
- (d) This Agreement, together with any attached Billing Information and Schedule, attached Scope of Landscaping Services, Work Order hereunder, and any other schedules and exhibits attached hereto, constitute the entire agreement of the parties with respect to the Services and Work Orders and supersedes all prior contracts or agreements with respect to the Services or Work Orders, whether oral or written.
- (e) Except as otherwise provided herein, this Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by both Client and BrightView.
- (f) The waiver by Client or BrightView of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach by Client or BrightView of such provision or any other provision.

(g) BrightView's total liability for any losses, damages, and expenses of any type whatsoever incurred by Client or any of its affiliates, guests, tenants, invitees, and lessees ("Losses"), which are caused by wrongful acts or omissions of BrightView in connection with, or related to, BrightView's performance of the Services, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to BrightView hereunder. In no event will BrightView be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to BrightView in advance or could have been reasonably foreseen by BrightView. Further, BrightView shall not be liable for any Losses resulting from the provision of Services or performance of any Work Order hereunder, if such Losses are due to causes or conditions beyond its reasonable control, including but not limited to Losses in any

way related to or associated with state or local water regulations or mandates or BrightView's compliance or good faith efforts to comply with state or local water regulations or mandates.

(h) BrightView's performance will be excused to the extent BrightView is unable to perform as a result of accidents, acts of God, extreme weather conditions, inability to secure labor and/or products, fire, earthquake and rules, regulations or restrictions imposed by any government or governmental agency, or other delays or failure of performance beyond the commercially reasonable control of BrightView. For purposes of this Agreement, the parties agree specifically that water conservation regulations or guidelines are specifically included within the above referenced regulations or restrictions, and that BrightView shall not be liable for any failure to perform as a direct or indirect result of BrightView's compliance with or good faith efforts to comply with state or local water regulations or mandates.

BrightView and Client hereby agree to the foregoing terms and conditions as of the date first set forth above.

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

BrightView Landscape Services, Inc.

By: _____

Name: Dave Hanson

Title: Senior Vice President

Date: -

CLIENT

By: _____

Name: _____

Title: _____

Date: -

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

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

- Filing a report at www.brightviewconcerns.com; or
- Calling our 24-hour, 7-day per week compliance hotline at (800) 461-9330.

Thank you for your confidence in partnering with BrightView.



JOB #
ALPHA

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

Billing Information and Schedule

Landscape Site Name:*	Columbia Metro District	Landscape Site Location:	E. Orchard Rd. and S. Buckley Rd. Centennial, CO 80015
Client Business Name:	Columbia Metro District	Client Contact Name:	David Solin
Client Contact Telephone:	303-987-0835	Client Contact Email:	dsolin@sdmsi.com
Billing Business Name:	Special District Management Services, Inc.	Billing Contact Name:	David Solin
Billing Contact Telephone:	303-987-0835	Billing Contact Address:	141 Union Boulevard, Suite 150 Lakewood, CO 80228
BrightView Contact Name:	Don Anoff	BrightView Contact Telephone:	303-841-3003

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

Billing Schedule:

Term 1 – 2021-2022			
May 1 st	\$ <u>2,385</u>		
June 1 st	\$ <u>2,385</u>		
July 1 st	\$ <u>2,385</u>		
August 1 st	\$ <u>2,385</u>		
September 1 st	\$ 2,385		
October 1 st	\$ 2,385		
November 1 st	\$ <u>2,385</u>		
December 1 st	\$ <u>2,385</u>		
January 1 st	\$ <u>2,385</u>		
February 1 st	\$ <u>2,385</u>		
March 1 st	\$ <u>2,385</u>		
April 1 st	\$ <u>2,385</u>		
Total Service Fee: \$28,620			

Additional notes on Billing Information and Schedule

Annual Flower Program – 76 flats of annual flowers to be installed with design to be approved by District prior to installation. Floral program to include prepping beds with amended soil, ongoing weeding and deadheading of plants, proper irrigation, fertilization, removal after first frost and cleanup of beds once plants have been removed

Total Cost - \$9,890

BrightView Landscape Services, Inc

By: _____

Name: James Gillen

Title: Vice President – General Manager

Date: -

CLIENT

By: _____

Name:

Title: _____

Date:



Scope of Landscape Services

Landscape Site Name:*	Columbia Metro District	Landscape Site Location:	E. Orchard Rd. and S. Buckley Rd. Centennial, CO 80015
Client Business Name:	Columbia Metro District	Client Contact Name:	David Solin
Client Contact Telephone:	303-987-0835	Client Contact Email:	dsolin@sdmsi.com

Description of Services at this Landscape Site (attach diagrams if necessary):

“Service Specifications for Contract Landscape Management.”

I. Scope of Work:

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

II. Shrubs and Bed Areas

A. Shrub Pruning: 2

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

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

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

B. Weed Control: Included Frequencies: 26

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

III. Tree Care:

A. Limbing: Included Frequencies: 1

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

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

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

IV. **Irrigation System:**

A. *Activation: Included Frequencies:* 1

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

A. *Monitoring: Included Frequencies:* 13

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

During extended cold or rainy periods, landscape irrigation may be shut off. Occasional rainstorms or cold weather may not constitute an adequate reason for full system shut/down protection.

Meter reading, usage tracking and reporting is not included but can be performed on a time and material basis if requested by Owner/Client

C. *Deactivation / Winterization: Included Frequencies:* 1

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

Exterior backflow wrapping or draining is not included but may be performed and billed at \$130 per device if weather warrants. Backflow wrapping or draining prevents freeze damage when the system is pressurized.

D. *Emergency Service Calls:*

Emergency service calls will be made upon request of the Owner/Client. Emergencies are rare and are usually related to main line breaks or faulty valves that may cause flooding. Emergencies are defined as after-hours calls between the hours of 5:00pm and 8:00am Monday-Friday, all day Saturday and Sunday, and recognized holidays. Emergency services will be performed upon request and billed on a time and material or not to exceed basis at the expense of the Owner/Client.

E. *Irrigation Repairs:*

Any repairs required to ensure irrigation system is fully operational and effective, will be performed as needed, at a cost of \$65 / hr + any needed materials. Contractor is pre-approved to perform repairs Not to Exceed \$500 during any single occurrence. Repairs above \$500 will need to be authorized by client.

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

V. **Landscape Debris & Trash Cleanup:**

A. *Growing Season: Included Frequencies:* 30

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

B. *Dormant Season: Included Frequencies:* 22

All landscape areas shall be inspected each day and excess landscape debris and trash removed. This shall include the changing of neighborhood trash receptacles as they become full. Debris clean-up does not include the cleanup of pet waste or pet stations, parking lots, or parking structures, nor does it include cleanup of debris and trash

caused by vandalism, dumping, improperly contained dumpsters, or acts of God. These items will be billed on a time and materials basis upon approval of Owner/Client.

VIII. Spring Cleanup: *Included Frequencies: 1*

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

IX. Fall Cleanup: *Included Frequencies: 2*

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

Debris clean-up does not include the cleanup of pet waste, trash cans, parking lots, or parking structures, nor does it include cleanup of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God.

X. Bio-Hazards:

Contractor shall not be responsible for policing, picking up, removing or disposing of certain materials that may be bio-hazards on the Owner/Client's property. This includes, but is not limited to, items such as hypodermic needles (Sharps/needles) will not be handled by the Contractor's employees at any time), condoms, feminine hygiene products, clothing or materials used in the process of cleaning up bodily fluids. Contractor shall only be obligated to report/communicate any observations of potential bio-hazards to the Owner/Client for their appropriate removal by others, unless previously arranged by the Owner/Client and Contractor.

ADDITIONAL SERVICES AVAILABLE

Beyond those services made a part of the base contract, BrightView Landscape Services, Inc. offers a number of additional landscape management services to help beautify, protect, and keep safe your landscape. These services include:

1. Irrigation Winterization can be performed during the Fall of 2021 as a separate work order for \$250
2. Tree Trimming
3. Irrigation Meter Reading, Usage Tracking and Reporting
4. Winter Watering
5. Landscape enhancement and beautification services, including design and construction, turf renovation, plant replacement, and irrigation repair and upgrade/installation

EXHIBIT B
CERTIFICATION OF CONTRACTOR

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT C
FORM OF CHANGE ORDER

Change Order No:	Date Issued:
Name of Agreement:	
Date of Agreement:	District(s):
Other Party/Parties:	

CHANGE IN SCOPE OF SERVICES (describe):
--

CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: \$ _____	Original Term: Expires _____, 20____
Increase of this Change Order: \$ _____	New Term: Expires _____, 20____
Price with all Approved Change Orders: \$ _____	Agreement Time with all Approved Change Orders: _____

APPROVED:	
By:	_____
District	_____

APPROVED:	
By:	_____
Contractor	_____

Columbia Metropolitan District

Dec-20

Vendor	Invoice #	Date	Due Date	Amount	Account Number
Colorado Special Districts Pool	POL-0005607	11/16/2020	11/16/2020	\$ 4,108.00	1670
ECCV Water & Sanitation District	8940003	November 2020 11/28/2020	11/30/2020	\$ 14.00	1794
ECCV Water & Sanitation District	8930003	November 2020 11/28/2020	11/30/2020	\$ 14.00	1794
IREA	53065300	November 2020 11/5/2020	11/30/2020	\$ 954.00	1794
IREA	51968300	November 2020 11/19/2020	11/30/2020	\$ 21.79	1794
IREA	53302100	November 2020 11/17/2020	11/30/2020	\$ 21.00	1794
JBK Landscape, LLC	INV80885	12/1/2020	12/14/2020	\$ 2,415.00	1910
Special Dist Mgmt Svcs	Nov-20	11/30/2020	11/30/2020	\$ 42.00	1670
Special Dist Mgmt Svcs	Nov-20	11/30/2020	11/30/2020	\$ 1,232.00	1614
Special Dist Mgmt Svcs	Nov-20	11/30/2020	11/30/2020	\$ 15.99	1685
Special Dist Mgmt Svcs	Nov-20	11/30/2020	11/30/2020	\$ 1,064.00	1612
T. Charles Wilson Insurance Service	9302	11/19/2020	11/30/2020	\$ 775.00	1670
				\$ 10,676.78	

**Columbia Metropolitan District
December-20**

	General	Debt	Capital	Totals
Disbursements	\$ 10,676.78	\$ -	\$ -	\$ 10,676.78
Payroll	\$ 184.70	\$ -	\$ -	\$ 184.70
Total Disbursements from Checking Acct	\$10,861.48	\$0.00	\$0.00	\$10,861.48

Columbia Metropolitan District

Jan-21

Vendor	Invoice #	Date	Due Date	Amount	Account Number
ECCV Water & Sanitation District	8930003	December 2020 12/31/2020	12/31/2020	\$ 14.00	1794
ECCV Water & Sanitation District	8940003	December 2020 12/31/2020	12/31/2020	\$ 14.00	1794
IREA	51968300	December 2020 12/18/2020	12/31/2020	\$ 21.79	1794
IREA	53065300	December 2020 12/1/2020	12/31/2020	\$ 954.00	1794
IREA	53302100	December 2020 12/16/2020	12/31/2020	\$ 21.00	1794
JBK Landscape, LLC	INV82973	1/1/2021	1/31/2021	\$ 2,415.00	1910
Special Dist Mgmt Svcs	Dec-20	12/31/2020	12/31/2020	\$ 420.00	1614
Special Dist Mgmt Svcs	Dec-20	12/31/2020	12/31/2020	\$ 54.13	1685
Special Dist Mgmt Svcs	Dec-20	12/31/2020	12/31/2020	\$ 728.00	1612
				\$ 4,641.92	

**Columbia Metropolitan District
January-21**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 4,641.92	\$ -	\$ -	\$ 4,641.92
Payroll		\$ -	\$ -	\$ -
Total Disbursements from Checking Acct	\$4,641.92	\$0.00	\$0.00	\$4,641.92

Columbia Metropolitan District

Feb-21

Vendor	Invoice #	Date	Due Date	Amount	Account Number
ECCV Water & Sanitation District	8930003	January 2021 1/31/2021	1/31/2021	\$ 14.00	1794
ECCV Water & Sanitation District	8940003	January 2021 1/31/2021	1/31/2021	\$ 14.00	1794
IREA	51968300	January 2021 1/21/2021	1/31/2021	\$ 21.90	1794
IREA	53065300	January 2021 1/4/2021	1/31/2021	\$ 954.00	1794
IREA	53302100	January 2021 1/19/2021	1/31/2021	\$ 21.00	1794
JBK Landscape, LLC	INV84686	2/1/2021	2/28/2021	\$ 2,415.00	1910
Special Dist Mgmt Svcs	Jan-21	1/31/2021	1/31/2021	\$ 14.00	1670
Special Dist Mgmt Svcs	Jan-21	1/31/2021	1/31/2021	\$ 729.00	1614
Special Dist Mgmt Svcs	Jan-21	1/31/2021	1/31/2021	\$ 20.90	1685
Special Dist Mgmt Svcs	Jan-21	1/31/2021	1/31/2021	\$ 1,232.00	1612
Special District Association	2021 Dues	2/2/2021	2/28/2021	\$ 695.09	1677
				\$ 6,130.89	

**Columbia Metropolitan District
February-21**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 6,130.89	\$ -	\$ -	\$ 6,130.89
Payroll		\$ -	\$ -	\$ -
Total Disbursements from Checking Acct	\$6,130.89	\$0.00	\$0.00	\$6,130.89

**Columbia Metropolitan District
March-21**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
ECCV Water & Sanitation District	8940003	February 2021	2/28/2021	3/26/2021	\$ 14.00	Utilities 1794
ECCV Water & Sanitation District	8930003	February 2021	2/28/2021	3/26/2021	\$ 14.00	Utilities 1794
IREA	51968300	February 2021	2/19/2021	3/12/2021	\$ 21.68	Utilities 1794
IREA	53065300	February 2021	2/1/2021	2/22/2021	\$ 954.00	Utilities 1794
IREA	53302100	February 2021	2/17/2021	3/10/2021	\$ 21.00	Utilities 1794
JBK Landscape, LLC	INV86686		3/1/2021	3/31/2021	\$2,415.00	Landscape Contract 1910
JBK Landscape, LLC	INV86157		2/4/2021	3/6/2021	\$ 257.00	Irrigation Repairs 1810
JBK Landscape, LLC	INV86543		2/23/2021	3/25/2021	\$ 65.00	Irrigation Repairs 1810
McGeady Becher P.C.	9B 01/2021		1/31/2021	3/24/2021	\$ 80.00	Legal 1675
Special Dist Mgmt Svcs	Feb-21		2/28/2021	3/24/2021	\$1,231.00	Management 1614
Special Dist Mgmt Svcs	Feb-21		2/28/2021	3/24/2021	\$ 36.71	Miscellaneous Expense 1685
Special Dist Mgmt Svcs	Feb-21		2/28/2021	3/24/2021	\$1,470.00	Accounting 1612
					\$6,579.39	

**Columbia Metropolitan District
March-21**

	<u>General</u>		<u>Debt</u>		<u>Capital</u>		<u>Totals</u>
Disbursements	\$ 6,579.39	\$	-	\$	-	\$	6,579.39
Payroll		\$	-	\$	-	\$	-
Total Disbursements from Checking Acct	\$6,579.39		\$0.00		\$0.00		\$6,579.39

**Columbia Metropolitan District
April-21**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
ECCV Water & Sanitation District	8940003 March 2021	3/31/2021	4/23/2021	\$ 14.00	Utilities	1794
ECCV Water & Sanitation District	8930003 March 2021	3/31/2021	4/23/2021	\$ 14.00	Utilities	1794
IREA	53302100 March 2021	3/16/2021	4/6/2021	\$ 21.00	Utilities	1794
IREA	51968300 March 2021	3/18/2021	4/8/2021	\$ 21.68	Utilities	1794
IREA	53065300 March 2021	3/1/2021	4/1/2021	\$ 954.00	Utilities	1794
JBK Landscape, LLC	INV88892	4/1/2021	4/30/2021	\$ 2,415.00	Landscape Contract	1910
Special Dist Mgmt Svcs	Mar-21	3/31/2021	3/31/2021	\$ 2,111.00	Management	1614
Special Dist Mgmt Svcs	Mar-21	3/31/2021	3/31/2021	\$ 26.68	Miscellaneous Expense	1685
Special Dist Mgmt Svcs	Mar-21	3/31/2021	3/31/2021	\$ 784.00	Accounting	1612
Utility Notification Center of Colorado	210412	4/12/2021	4/26/2021	\$ 25.00	Miscellaneous Expense	1685
				\$ 6,386.36		

**Columbia Metropolitan District
April-21**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 6,386.36	\$ -	\$ -	\$ 6,386.36
Payroll		\$ -	\$ -	\$ -
Total Disbursements from Checking Acct	\$6,386.36	\$0.00	\$0.00	\$6,386.36

COLUMBIA METROPOLITAN DISTRICT
Schedule of Cash Position
March 31, 2021

	Rate	Operating	Total
Checking:			
WellsFargo Checking		\$ 1,288.31	\$ 1,288.31
First Bank Checking		10,669.85	10,669.85
Investments:			
Colostrust	0.0162%	662,027.40	662,027.40
TOTAL FUNDS:		\$ 673,985.56	\$ 673,985.56

2021 Mill Levy Information

Certified General Fund Mill Levy	2.000
Total Certified Mill Levy	2.000

Board of Directors

*	Robert Haddad
*	Carla D. Ladd
	Marion L. Ladd

*authorized signer on checking account

COLUMBIA METROPOLITAN DISTRICT

FINANCIAL STATEMENTS

March 31, 2021

COLUMBIA METROPOLITAN DISTRICT
COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS
March 31, 2021

	<u>GENERAL</u>	<u>FIXED ASSETS</u>	<u>TOTAL MEMO ONLY</u>
Assets			
WellsFargo Checking	\$ 1,288	\$ -	\$ 1,288
First Bank Checking	10,670	-	10,670
Colotrust	662,027	-	662,027
Property Taxes Receivable	87,991	-	87,991
Total Current Assets	<u>761,976</u>	<u>-</u>	<u>761,976</u>
Capital Assets			
Fixed Assets	-	801,391	801,391
Total Capital Assets	<u>-</u>	<u>801,391</u>	<u>801,391</u>
Total Assets	<u>\$ 761,976</u>	<u>\$ 801,391</u>	<u>\$ 1,563,367</u>
Liabilities			
Payroll Taxes Payable	\$ 120	\$ -	\$ 120
Total Liabilities	<u>120</u>	<u>-</u>	<u>120</u>
Deferred Inflows of Resources			
Deferred Property Taxes	87,991	-	87,991
Total Deferred Inflows of Resources	<u>87,991</u>	<u>-</u>	<u>87,991</u>
Fund Balance			
Investment in Fixed Assets	-	801,391	801,391
Fund Balance	624,024	-	624,024
Current Year Earnings	49,842	-	49,842
Total Fund Balances	<u>673,865</u>	<u>801,391</u>	<u>1,475,256</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balance	<u>\$ 761,976</u>	<u>\$ 801,391</u>	<u>\$ 1,563,367</u>

COLUMBIA METROPOLITAN DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the 3 Months Ending
March 31, 2021
General Fund

Account Description	Period Actual	YTD Actual	Budget	Favorable (Unfavorable) Variance	% of Budget
Revenues					
Property Taxes	\$ 64,014	\$ 64,014	\$ 152,005	\$ (87,991)	42.1%
Specific Ownership Taxes	1,672	1,672	12,000	(10,328)	13.9%
Interest Income	50	50	6,000	(5,950)	0.8%
Total Revenues	<u>65,736</u>	<u>65,736</u>	<u>170,005</u>	<u>(104,269)</u>	<u>38.7%</u>
Expenditures					
Accounting	2,702	2,702	9,000	6,298	30.0%
Management	1,960	1,960	15,000	13,040	13.1%
Director's Fees	-	-	1,800	1,800	0.0%
Insurance	14	14	6,750	6,736	0.2%
Legal	80	80	3,000	2,920	2.7%
Miscellaneous Expense	307	307	1,000	693	30.7%
Plants & Tree Replacement	-	-	12,000	12,000	0.0%
Payroll Taxes	8	8	-	(8)	-
Treasurer's Fees	960	960	2,280	1,320	42.1%
Utilities	1,601	1,601	22,500	20,899	7.1%
Median Renovation Construction	-	-	25,000	25,000	0.0%
New Meridan Streetlight	-	-	10,000	10,000	0.0%
Meridan Lighting	-	-	125,000	125,000	0.0%
Irrigation Repairs	322	322	4,500	4,178	7.2%
Winter Watering	-	-	5,000	5,000	0.0%
Landscape Contract	7,245	7,245	39,000	31,755	18.6%
Emergency Reserve	-	-	4,560	4,560	0.0%
Contingency	-	-	300,000	300,000	0.0%
Total Expenditures	<u>15,894</u>	<u>15,894</u>	<u>586,390</u>	<u>570,496</u>	<u>2.7%</u>
Excess (Deficiency) of Revenues Over Expenditures	49,842	49,842	(416,385)	466,227	
Beginning Fund Balance	624,024	624,024	627,912	(3,888)	
Ending Fund Balance	<u>\$ 673,865</u>	<u>\$ 673,865</u>	<u>\$ 211,527</u>	<u>\$ 462,338</u>	

APPLICATION FOR EXEMPTION FROM AUDIT

LONG FORM

FOR LOCAL GOVERNMENTS WITH EITHER REVENUES OR EXPENDITURES **MORE THAN \$100,000 BUT NOT MORE THAN \$750,000**

Under the Local Government Audit Law (Section 29-1-601, et seq., C.R.S.) any local government may apply for an exemption from audit if neither revenues nor expenditures exceed \$750,000 for the year.

If your local government has either revenues or expenditures of LESS than \$100,000, use the **SHORT FORM**.

EXEMPTIONS FROM AUDIT ARE NOT AUTOMATIC

To qualify for exemption from audit, a local government must complete an Application for Exemption from Audit **EACH YEAR** and submit it to the Office of the State Auditor (OSA) for approval.

Any preparer of an Application for Exemption from Audit must be an independent accountant with knowledge of governmental accounting.

Approval for an exemption from audit is granted only upon the review by the OSA.

READ ALL INSTRUCTIONS BEFORE COMPLETING AND SUBMITTING THIS FORM

ALL APPLICATIONS MUST BE FILED WITH THE OSA **WITHIN 3 MONTHS** AFTER THE ACCOUNTING YEAR-END. FOR EXAMPLE, APPLICATIONS MUST BE RECEIVED BY THE OSA ON OR BEFORE MARCH 31 FOR GOVERNMENTS WITH A DECEMBER 31 YEAR-END.

GOVERNMENTAL ACTIVITY SHOULD BE REPORTED ON THE **MODIFIED ACCRUAL BASIS**

PROPRIETARY ACTIVITY SHOULD BE REPORTED ON A **BUDGETARY BASIS**

POSTMARK DATES WILL NOT BE ACCEPTED AS PROOF OF SUBMISSION ON OR BEFORE THE STATUTORY DEADLINE

PRIOR YEAR FORMS ARE OBSOLETE AND WILL **NOT** BE ACCEPTED.

FOR YOUR REFERENCE, COLORADO REVISED STATUTES CAN BE FOUND AT THIS ADDRESS:

APPLICATIONS SUBMITTED ON FORMS OTHER THAN THOSE PRESCRIBED BY THE OSA WILL **NOT** BE ACCEPTED.

<http://www.legisnet.com/html/cours/Colorado/>

APPLICATIONS **MUST** BE FULLY AND ACCURATELY COMPLETED.

CHECKLIST

- Has the preparer signed the application?
- Has the entity corrected all Prior Year Deficiencies as communicated by the OSA?
- Has the application been **PERSONALLY** reviewed and approved by the governing body?
- Are all sections of the form complete, including responses to all of the questions?
- Did you include any relevant explanations for unusual items in the appropriate spaces at the end of each section?
- Will this application be submitted via Fax or Email?
 - If yes, have you read and understand the new Electronic Signature Policy? See [here](#) new policy
- or--
- Have you included a resolution?
 - Does the resolution state that the governing body **PERSONALLY** reviewed and approved the resolution in an open public meeting?
 - Has the resolution been signed by a **MAJORITY** of the governing body? (See sample resolution.)
- Will this application be submitted via a mail service? (e.g. US Post Office, FedEx, UPS, courier.)
 - If yes, does the application include **ORIGINAL INK SIGNATURES** from the **MAJORITY** of the governing body?

Checkout our new [web portal](#). Register your account and submit electronic Applications for Exemption From Audit, Extension of Time to File requests, Audited Financial Statements, and more! See the link below.

[OSA LG Web Portal](#)

FILING METHODS

NEW METHOD!

WEB PORTAL: Register and submit your Applications at our new portal: <https://apps.leg.co.gov/osa/lg>

MAIL: Office of the State Auditor
Local Government Audit Division
1525 Sherman St., 7th Floor
Denver, CO 80203

FAX: 303-869-3061

EMAIL: osa.lg@state.co.us

QUESTIONS? 303-869-3000

IMPORTANT!

All Applications for Exemption from Audit are subject to review and approval by the Office of the State Auditor.
Governmental Activity should be reported on the Modified Accrual Basis.
Proprietary Activity should be reported on the Cash or Budgetary Basis. (A Guide to GAAP reconciliation is provided in Part 1.)
Failure to file an application or denial of the request could cause the local government to receive exemption from audit for that year and the ensuing year.
In that event, AN AUDIT SHALL BE REQUIRED.

APPLICATION FOR EXEMPTION FROM AUDIT

LONG FORM

NAME OF GOVERNMENT
ADDRESS

Columbia Metropolitan District
c/o Special District Management Services, Inc.
141 Union Blvd., Suite 150
Lakewood, CO 80228-1898
David Sollen
303-987-0835
dsollen@sdmsi.com

For the Year Ended
12/31/2020
or fiscal year ended:


CONTACT PERSON
PHONE
EMAIL
FAX

CERTIFICATION OF PREPARER

I certify that I am an independent accountant with knowledge of governmental accounting and that the information in the Application is complete and accurate to the best of my knowledge. I am aware that the Audit Law requires that a person independent of the entity complete the application if revenues or expenditure are at least \$100,000 but not more than \$750,000, and that independent means someone who is separate from the entity.

NAME:	James H. Ruthven
TITLE	Director of Finance
FIRM NAME (if applicable)	Special District Management Services, Inc.
ADDRESS	141 Union Blvd., Suite 150, Lakewood, CO 80228-1898
PHONE	303-987-0835
DATE PREPARED	3/9/2021
RELATIONSHIP TO ENTITY	accountant

PREPARER SIGNATURE REQUIRED:



Has the entity filed for, or has the district filed, a Title 32, Article 1 Special District Notice of Inactive Status during the year? [Applicable to Title 32 special districts only, pursuant to Sections 32-1-103 (9.3) and 32-1-104 (3), C.R.S.]

YES	NO	If Yes, date filed:
<input type="checkbox"/>	<input checked="" type="checkbox"/>	

PART 1 - FINANCIAL STATEMENTS - BALANCE SHEET

* Indicate Name of Fund

NOTE: Attach additional sheets as necessary

Line #	Description	Governmental Funds		Description	Proprietary/Fiduciary Funds		Please use this space to provide explanation of any items on this page
		General	Fund*		Fund*	Fund*	
Assets				Assets			
1-1	Cash & Cash Equivalents	\$ 29,249	\$ -	Cash & Cash Equivalents	\$ -	\$ -	
1-2	Investments	\$ 596,143	\$ -	Investments	\$ -	\$ -	
1-3	Receivables	\$ 152,005	\$ -	Receivables	\$ -	\$ -	
1-4	Due from Other Entities or Funds	\$ -	\$ -	Due from Other Entities or Funds	\$ -	\$ -	
	All Other Assets (specify...)			Other Current Assets	\$ -	\$ -	
1-5	Cash with County Treasurer	\$ 1,109	\$ -	Total Current Assets	\$ -	\$ -	
1-6		\$ -	\$ -	Capital Assets, net (from Part 6-4)	\$ -	\$ -	
1-7		\$ -	\$ -	Other Long Term Assets (specify...)	\$ -	\$ -	
1-8		\$ -	\$ -		\$ -	\$ -	
1-9		\$ -	\$ -		\$ -	\$ -	
1-10		\$ -	\$ -		\$ -	\$ -	
1-11	(add lines 1-1 through 1-10) TOTAL ASSETS	\$ 778,506	\$ -	(add lines 1-1 through 1-10) TOTAL ASSETS	\$ -	\$ -	
1-12	TOTAL DEFERRED OUTFLOWS OF RESOURCES	\$ -	\$ -	TOTAL DEFERRED OUTFLOWS OF RESOURCES	\$ -	\$ -	
1-13	TOTAL ASSETS AND DEFERRED OUTFLOWS	\$ 778,506	\$ -	TOTAL ASSETS AND DEFERRED OUTFLOWS	\$ -	\$ -	
Liabilities				Liabilities			
1-14	Accounts Payable	\$ 2,227	\$ -	Accounts Payable	\$ -	\$ -	
1-15	Accrued Payroll and Related Liabilities	\$ 250	\$ -	Accrued Payroll and Related Liabilities	\$ -	\$ -	
1-16	Accrued Interest Payable	\$ -	\$ -	Accrued Interest Payable	\$ -	\$ -	
1-17	Due to Other Entities or Funds	\$ -	\$ -	Due to Other Entities or Funds	\$ -	\$ -	
1-18	All Other Current Liabilities	\$ -	\$ -	All Other Current Liabilities	\$ -	\$ -	
1-19	TOTAL CURRENT LIABILITIES	\$ 2,477	\$ -	TOTAL CURRENT LIABILITIES	\$ -	\$ -	
1-20	All Other Liabilities (specify...)	\$ -	\$ -	Proprietary Debt Outstanding (from Part 4-4)	\$ -	\$ -	
1-21		\$ -	\$ -	Other Liabilities (specify...)	\$ -	\$ -	
1-22		\$ -	\$ -		\$ -	\$ -	
1-23		\$ -	\$ -		\$ -	\$ -	
1-24		\$ -	\$ -		\$ -	\$ -	
1-25		\$ -	\$ -		\$ -	\$ -	
1-26		\$ -	\$ -		\$ -	\$ -	
1-27		\$ -	\$ -		\$ -	\$ -	
1-28	(add lines 1-19 through 1-27) TOTAL LIABILITIES	\$ 2,477	\$ -	(add lines 1-19 through 1-27) TOTAL LIABILITIES	\$ -	\$ -	
1-29	TOTAL DEFERRED INFLOWS OF RESOURCES	\$ 152,005	\$ -	TOTAL DEFERRED INFLOWS OF RESOURCES	\$ -	\$ -	
Fund Balance				Net Position			
1-30	Nonspendable Prepaid	\$ -	\$ -	Net Investment in Capital Assets	\$ -	\$ -	
1-31	Nonspendable Inventory	\$ -	\$ -				
1-32	Restricted (specify...)	\$ -	\$ -	Emergency Reserves	\$ -	\$ -	
1-33	Committed (specify...)	\$ -	\$ -	Other Designations/Reserves	\$ -	\$ -	
1-34	Assigned (specify...)	\$ -	\$ -	Restricted	\$ -	\$ -	
1-35	Unassigned:	\$ 624,024	\$ -	Undesignated/Unreserved/Unrestricted	\$ -	\$ -	
1-36	Add lines 1-30 through 1-35 This total should be the same as line 3-33 TOTAL FUND BALANCE	\$ 624,024	\$ -	Add lines 1-30 through 1-35 This total should be the same as line 3-33 TOTAL NET POSITION	\$ -	\$ -	
1-37	Add lines 1-28, 1-29 and 1-36 This total should be the same as line 1-13 TOTAL LIABILITIES, DEFERRED INFLOWS, AND FUND BALANCE	\$ 778,506	\$ -	Add lines 1-28, 1-29 and 1-36 This total should be the same as line 1-13 TOTAL LIABILITIES, DEFERRED INFLOWS, AND NET POSITION	\$ -	\$ -	

PART 2 - FINANCIAL STATEMENTS - OPERATING STATEMENT - REVENUES

Line #	Description	Governmental Funds		Description	Proprietary/Fiduciary Funds		Please use this space to provide explanation of any items on this page
		General	Fund*		Fund*	Fund*	
Tax Revenue							
2-1	Property (include mills levied in Question 10-6)	\$ 226,578	\$ -	Property (include mills levied in Question 10-6)	\$ -	\$ -	
2-2	Specific Ownership	\$ 16,057	\$ -	Specific Ownership	\$ -	\$ -	
2-3	Sales and Use Tax	\$ -	\$ -	Sales and Use Tax	\$ -	\$ -	
2-4	Other Tax Revenue (specify. .):	\$ -	\$ -	Other Tax Revenue (specify. .):	\$ -	\$ -	
2-5		\$ -	\$ -		\$ -	\$ -	
2-6		\$ -	\$ -		\$ -	\$ -	
2-7		\$ -	\$ -		\$ -	\$ -	
2-8	Add lines 2-1 through 2-7 TOTAL TAX REVENUE	\$ 242,635	\$ -	Add lines 2-1 through 2-7 TOTAL TAX REVENUE	\$ -	\$ -	
2-9	Licenses and Permits	\$ -	\$ -	Licenses and Permits	\$ -	\$ -	
2-10	Highway Users Tax Funds (HUTF)	\$ -	\$ -	Highway Users Tax Funds (HUTF)	\$ -	\$ -	
2-11	Conservation Trust Funds (Lettery)	\$ -	\$ -	Conservation Trust Funds (Lettery)	\$ -	\$ -	
2-12	Community Development Block Grant	\$ -	\$ -	Community Development Block Grant	\$ -	\$ -	
2-13	Fire & Police Pension	\$ -	\$ -	Fire & Police Pension	\$ -	\$ -	
2-14	Grants	\$ -	\$ -	Grants	\$ -	\$ -	
2-15	Donations	\$ -	\$ -	Donations	\$ -	\$ -	
2-16	Charges for Sales and Services	\$ -	\$ -	Charges for Sales and Services	\$ -	\$ -	
2-17	Rental Income	\$ -	\$ -	Rental Income	\$ -	\$ -	
2-18	Fines and Forfeits	\$ -	\$ -	Fines and Forfeits	\$ -	\$ -	
2-19	Interest/Investment Income	\$ 5,278	\$ -	Interest/Investment Income	\$ -	\$ -	
2-20	Tap Fees	\$ -	\$ -	Tap Fees	\$ -	\$ -	
2-21	Proceeds from Sale of Capital Assets	\$ -	\$ -	Proceeds from Sale of Capital Assets	\$ -	\$ -	
2-22	All Other (specify. .):	\$ -	\$ -	All Other (specify. .):	\$ -	\$ -	
2-23		\$ -	\$ -		\$ -	\$ -	
2-24	Add lines 2-8 through 2-23 TOTAL REVENUES	\$ 247,913	\$ -	Add lines 2-8 through 2-23 TOTAL REVENUES	\$ -	\$ -	
Other Financing Sources							
2-25	Debt Proceeds	\$ -	\$ -	Debt Proceeds	\$ -	\$ -	
2-26	Developer Advances	\$ -	\$ -	Developer Advances	\$ -	\$ -	
2-27	Other (specify. .):	\$ -	\$ -	Other (specify. .):	\$ -	\$ -	
2-28	Add lines 2-25 through 2-27 TOTAL OTHER FINANCING SOURCES	\$ -	\$ -	Add lines 2-25 through 2-27 TOTAL OTHER FINANCING SOURCES	\$ -	\$ -	GRAND TOTALS
2-29	Add lines 2-24 and 2-28 TOTAL REVENUES AND OTHER FINANCING SOURCES	\$ 247,913	\$ -	Add lines 2-24 and 2-28 TOTAL REVENUES AND OTHER FINANCING SOURCES	\$ -	\$ -	\$ 247,913

IF GRAND TOTAL REVENUES AND OTHER FINANCING SOURCES for all funds (Line 2-29) are GREATER than \$750,000 - STOP. You may not use this form. An audit may be required. See Section 29-1-604, C.R.S. or contact the OSA Local Government Division at (303) 369-3000 for assistance.

PART 3 - FINANCIAL STATEMENTS - OPERATING STATEMENT - EXPENDITURES/EXPENSES

Line #	Description	Governmental Funds		Description	Proprietary/Fiduciary Funds		Please use this space to provide explanation of any items on this page
		General	Fund ¹		Fund ¹	Fund ¹	
	Expenditures			Expenses			
3-1	General Government	\$ 93,218	\$ -	General Operating & Administrative	\$ -	\$ -	
3-2	Judicial	\$ -	\$ -	Salaries	\$ -	\$ -	
3-3	Law Enforcement	\$ -	\$ -	Payroll Taxes	\$ -	\$ -	
3-4	Fire	\$ -	\$ -	Contract Services	\$ -	\$ -	
3-5	Highways & Streets	\$ -	\$ -	Employee Benefits	\$ -	\$ -	
3-6	Solid Waste	\$ -	\$ -	Insurance	\$ -	\$ -	
3-7	Contributions to Fire & Police Pension Assoc.	\$ -	\$ -	Accounting and Legal Fees	\$ -	\$ -	
3-8	Health	\$ -	\$ -	Repair and Maintenance	\$ -	\$ -	
3-9	Culture and Recreation	\$ -	\$ -	Supplies	\$ -	\$ -	
3-10	Transfers to other districts	\$ -	\$ -	Utilities	\$ -	\$ -	
3-11	Other [specify...]	\$ -	\$ -	Contributions to Fire & Police Pension Assoc.	\$ -	\$ -	
3-12		\$ -	\$ -	Other [specify...]	\$ -	\$ -	
3-13		\$ -	\$ -		\$ -	\$ -	
3-14	Capital Outlay	\$ -	\$ -	Capital Outlay	\$ -	\$ -	
	Debt Service			Debt Service			
3-15	Principal	\$ -	\$ -	Principal	\$ -	\$ -	
3-16	Interest	\$ -	\$ -	Interest	\$ -	\$ -	
3-17	Bond Issuance Costs	\$ -	\$ -	Bond Issuance Costs	\$ -	\$ -	
3-18	Developer Principal Repayments	\$ -	\$ -	Developer Principal Repayments	\$ -	\$ -	
3-19	Developer Interest Repayments	\$ -	\$ -	Developer Interest Repayments	\$ -	\$ -	
3-20	All Other [specify...]	\$ -	\$ -	All Other [specify...]	\$ -	\$ -	
3-21		\$ -	\$ -		\$ -	\$ -	
3-22	Add lines 3-1 through 3-21	\$ 93,218	\$ -	Add lines 3-1 through 3-21	\$ -	\$ -	GRAND TOTAL
	TOTAL EXPENDITURES			TOTAL EXPENSES			\$ 93,218
3-23	Interfund Transfers (to)	\$ -	\$ -	Net Interfund Transfers (In) Out	\$ -	\$ -	
3-24	Interfund Transfers out	\$ -	\$ -	Other [specify...][enter negative for expense]	\$ -	\$ -	
3-25	Other Expenditures (Revenues)	\$ -	\$ -	Depreciation	\$ -	\$ -	
3-26		\$ -	\$ -	Other Financing Sources (Uses) (from line 2-29)	\$ -	\$ -	
3-27		\$ -	\$ -	Capital Outlay (from line 3-14)	\$ -	\$ -	
3-28		\$ -	\$ -	Debt Principal (from line 3-15, 3-16)	\$ -	\$ -	
3-29	(Add lines 3-23 through 3-28)	\$ -	\$ -	(Line 3-26, plus line 3-27, less line 3-24, less line 3-25)	\$ -	\$ -	
	TOTAL TRANSFERS AND OTHER EXPENDITURES			TOTAL GAAP RECONCILING ITEMS			
3-30	Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures Line 2-29, less line 3-22, plus line 3-29	\$ 154,695	\$ -	Net Increase (Decrease) in Net Position Line 2-29, less line 3-22, plus line 3-29, plus line 3-23, less line 3-24	\$ -	\$ -	
3-31	Fund Balance, January 1 from December 31 prior year report	\$ 469,329	\$ -	Net Position, January 1 from December 31 prior year report	\$ -	\$ -	
3-32	Prior Period Adjustment (MUST explain)	\$ -	\$ -	Prior Period Adjustment (MUST explain)	\$ -	\$ -	
3-33	Fund Balance, December 31 Sum of Line 3-30, 3-31, and 3-32 This total should be the same as line 1-36.	\$ 624,024	\$ -	Net Position, December 31 Line 3-30 plus line 3-31 This total should be the same as line 1-36.	\$ -	\$ -	

IF GRAND TOTAL EXPENDITURES for all funds (Line 3-22) are GREATER than \$750,000 - STOP. You may not use this form. An audit may be required. See Section 29-1-604, C.R.S. or contact the OSA Local Government Division at (303) 869-3000 for assistance.

PART 4 - DEBT OUTSTANDING, ISSUED, AND RETIRED

Please answer the following questions by marking the appropriate boxes.

YES NO

Please use this space to provide any explanations or comments:

4-1 Does the entity have outstanding debt? YES NO

4-2 Is the debt repayment schedule attached? If no, MUST explain: YES NO

4-3 Is the entity current in its debt service payments? If no, MUST explain: YES NO

4-4 Please complete the following debt schedule, if applicable: (please only include principal amounts)

	Outstanding at beginning of year*	Issued during year	Retired during year	Outstanding at year-end
General obligation bonds	\$ -	\$ -	\$ -	\$ -
Revenue bonds	\$ -	\$ -	\$ -	\$ -
Notes/Loans	\$ -	\$ -	\$ -	\$ -
Leases	\$ -	\$ -	\$ -	\$ -
Developer Advances	\$ -	\$ -	\$ -	\$ -
Other (specify):	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -

*must agree to prior year ending balance

Please answer the following questions by marking the appropriate boxes.

4-5 Does the entity have any authorized, but unissued, debt? YES NO

If yes: How much? \$ -

Date the debt was authorized: _____

4-6 Does the entity intend to issue debt within the next calendar year? YES NO

If yes: How much? \$ -

4-7 Does the entity have debt that has been refinanced that it is still responsible for? YES NO

If yes: What is the amount outstanding? \$ -

4-8 Does the entity have any lease agreements? YES NO

If yes: What is being leased? _____

What is the original date of the lease? _____

Number of years of lease? _____

Is the lease subject to annual appropriation? YES NO

What are the annual lease payments? \$ -

PART 5 - CASH AND INVESTMENTS

Please provide the entity's cash deposit and investment balances.

	AMOUNT	TOTAL
5-1 YEAR-END Total of ALL Checking and Savings accounts	\$ 29,249	
5-2 Certificates of deposit	\$ -	
TOTAL CASH DEPOSITS		\$ 29,249
Investments (if investment is a mutual fund, please list underlying investments):		
5-3 Colustrust	\$ 596,143	
	\$ -	
	\$ -	
	\$ -	
TOTAL INVESTMENTS		\$ 596,143
TOTAL CASH AND INVESTMENTS		\$ 625,392

Please use this space to provide any explanations or comments:

Please answer the following question by marking in the appropriate box.

5-4 Are the entity's Investments legal in accordance with Section 24-75-601, et. seq., C.R.S.? YES NO N/A

5-5 Are the entity's deposits in an eligible (Public Deposit Protection Act) public depository (Section 11-10.5-101, et seq. C.R.S.)? If no, MUST explain: YES NO N/A

PART 6 - CAPITAL ASSETS

Please answer the following question by marking in the appropriate box YES NO Please use this space to provide any explanations or comments:

6-1 Does the entity have capitalized assets? YES NO

6-2 Has the entity performed an annual inventory of capital assets in accordance with Section 29-1-506, C.R.S.? If no, MUST explain: YES NO

6-3 Complete the following Capital Assets table for GOVERNMENTAL FUNDS:	Balance - beginning of the year*	Additions	Deletions	Year-End Balance
Land	\$ -	\$ -	\$ -	\$ -
Buildings	\$ -	\$ -	\$ -	\$ -
Machinery and equipment	\$ -	\$ -	\$ -	\$ -
Furniture and fixtures	\$ -	\$ -	\$ -	\$ -
Infrastructure	\$ -	\$ -	\$ -	\$ -
Construction In Progress (CIP)	\$ -	\$ -	\$ -	\$ -
Other (explain):	\$ 801,391	\$ -	\$ -	\$ 801,391
Accumulated Depreciation (Enter a negative, or credit, balance)	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 801,391	\$ -	\$ -	\$ 801,391

6-4 Complete the following Capital Assets table for PROPRIETARY FUNDS:	Balance - beginning of the year*	Additions	Deletions	Year-End Balance
Land	\$ -	\$ -	\$ -	\$ -
Buildings	\$ -	\$ -	\$ -	\$ -
Machinery and equipment	\$ -	\$ -	\$ -	\$ -
Furniture and fixtures	\$ -	\$ -	\$ -	\$ -
Infrastructure	\$ -	\$ -	\$ -	\$ -
Construction In Progress (CIP)	\$ -	\$ -	\$ -	\$ -
Other (explain):	\$ -	\$ -	\$ -	\$ -
Accumulated Depreciation (Enter a negative, or credit, balance)	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -

*must agree to prior year ending balance

PART 7 - PENSION INFORMATION

Please answer the following question by marking in the appropriate box YES NO Please use this space to provide any explanations or comments:

7-1 Does the entity have an "old hire" firemen's pension plan? YES NO

7-2 Does the entity have a volunteer firemen's pension plan? YES NO

If yes: Who administers the plan?

Indicate the contributions from:

Tax (property, SO, sales, etc.):	\$ -
State contribution amount:	\$ -
Other (gifts, donations, etc.):	\$ -
TOTAL	\$ -

What is the monthly benefit paid for 20 years of service per retiree as of Jan 1? \$ -

PART 8 - BUDGET INFORMATION

Please answer the following question by marking in the appropriate box

	YES	NO	N/A	
8-1 Did the entity file a current year budget with the Department of Local Affairs, in accordance with Section 29-1-113 C.R.S.? If no, MUST explain:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Please use this space to provide any explanations or comments:
8-2 Did the entity pass an appropriations resolution in accordance with Section 29-1-103 C.R.S.? If no, MUST explain:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

If yes: Please indicate the amount budgeted for each fund for the year reported

Fund Name	Budgeted Expenditures/Expenses
General	\$ 417,896
	\$ -
	\$ -
	\$ -

PART 9 - TAX PAYER'S BILL OF RIGHTS (TABOR)

Please answer the following question by marking in the appropriate box

	YES	NO	
9-1 Is the entity in compliance with all the provisions of TABOR [State Constitution, Article X, Section 20(5)]? <i>Note: An election to exempt the government from the spending limitations of TABOR does not exempt the</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Please use this space to provide any explanations or comments:

PART 10 - GENERAL INFORMATION

Please answer the following question by marking in the appropriate box

	YES	NO	
10-1 Is this application for a newly formed governmental entity? If yes: Date of formation: <input style="width: 150px; height: 20px;" type="text"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Please use this space to provide any explanations or comments:
10-2 Has the entity changed its name in the past or current year? If Yes: NEW name <input style="width: 350px; height: 20px;" type="text"/> PRIOR name <input style="width: 350px; height: 20px;" type="text"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10-3 Is the entity a metropolitan district?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10-4 Please indicate what services the entity provides: <input style="width: 400px; height: 20px;" type="text" value="repairs and maintenance"/>	<input type="checkbox"/>	<input type="checkbox"/>	
10-5 Does the entity have an agreement with another government to provide services? If yes: List the name of the other governmental entity and the services provided: <input style="width: 400px; height: 20px;" type="text"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10-6 Does the entity have a certified mill levy? If yes: Please provide the number of mills levied for the year reported (do not enter \$ amounts):	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Bond Redemption mills	0.000
General/Other mills	3.000
Total mills	3.000

Please use this space to provide any additional explanations or comments not previously included.

OSA USE ONLY

Entity Wide:		General Fund		Governmental Funds		Notes
Unrestricted Cash & Investments	\$	625,392	Unrestricted Fund Balan	624,024	Total Tax Revenue	\$ 242,635
Current Liabilities	\$	2,477	Total Fund Balance	624,024	Revenue Paying Debt Service	\$ -
Deferred Inflow	\$	152,005	PY Fund Balance	469,329	Total Revenue	\$ 247,913
			Total Revenue	247,913	Total Debt Service Principal	\$ -
			Total Expenditures	93,218	Total Debt Service Interest	\$ -
			Interfund In	-		
			Interfund Out	-		
Governmental		625,392	- Proprietary		Enterprise Funds	
Total Cash & Investments	\$		- Current Assets		Net Position	\$ -
Transfers In	\$		- Current Liabilities		- PY Net Position	\$ -
Transfers Out	\$		Deferred Outflow		- Government-Wide	
Property Tax	\$	228,578	- Current Liabilities		- Total Outstanding Debt	\$ -
Debt Service Principal	\$		Deferred Inflow		- Authorized but Unissued	\$ -
Total Expenditures	\$	93,218	- Cash & Investments		- Year Authorized	1/0/1900
Total Developer Advances	\$		- Principal Expense			
Total Developer Repayments	\$					

PART 12 - GOVERNING BODY APPROVAL

Please answer the following question by marking in the appropriate box

YES

NO

12-1 If you plan to submit this form electronically, have you read the new Electronic Signature Policy?

Office of the State Auditor — Local Government Division - Exemption Form Electronic Signatures Policy and Procedures

Policy - Requirements

The Office of the State Auditor Local Government Audit Division may accept an electronic submission of an application for exemption from audit that includes governing board signatures obtained through a program such as DocuSign or Echosign. Required elements and safeguards are as follows:

- The preparer of the application is responsible for obtaining board signatures that comply with the requirement in Section 29-1-604 (3), C.R.S., that states the application shall be personally reviewed, approved, and signed by a majority of the members of the governing body.
- The application must be accompanied by the signature history document created by the electronic signature software. The signature history document must show when the document was created and when the document was emailed to the various parties, and include the dates the individual board members signed the document. The signature history must also show the individuals' email addresses and IP address.
- Office of the State Auditor staff will not coordinate obtaining signatures.

The application for exemption from audit form created by our office includes a section for governing body approval. Local governing boards note their approval and submit the application through one of the following three methods:

- 1) Submit the application in hard copy via the US Mail including original signatures.
- 2) Submit the application electronically via email and either,
 - a. include a copy of an adopted resolution that documents formal approval by the Board, or
 - b. include electronic signatures obtained through a software program such as DocuSign or Echosign in accordance with the requirements noted above.

Below is the certification and approval of the governing body. By signing, each individual member is certifying they are a duly elected or appointed officer of the local government. Governing members may be verified. Also by signing, the individual member certifies that this Application for Exemption from Audit has been prepared consistent with Section 29-1-604, C.R.S., which states that a governmental agency with revenue and expenditures of \$750,000 or less must have an application prepared by an independent accountant with knowledge of governmental accounting; completed to the best of their knowledge and is accurate and true. Use additional pages if needed.

Print the names of ALL members of the governing body below.

A MAJORITY of the members of the governing body must complete and sign in the column below.

1	<p align="center">Full Name</p> <p align="center">Robert Haddad, Jr.</p>	<p>I, <u>Robert Haddad, Jr.</u>, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit.</p> <p>Signed <u>[Signature]</u> Date: <u>3-15-21</u></p> <p>My term Expires: <u>May 2022</u></p>
2	<p align="center">Full Name</p> <p align="center">Carla D. Ladd</p>	<p>I, <u>Carla D. Ladd</u>, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit.</p> <p>Signed <u>[Signature]</u> Date: <u>3-25-21</u></p> <p>My term Expires: <u>May 2022</u></p>
3	<p align="center">Full Name</p> <p align="center">Marion L. Ladd</p>	<p>I, <u>Marion L. Ladd</u>, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit.</p> <p>Signed <u>[Signature]</u> Date: <u>3-25-21</u></p> <p>My term Expires: <u>May 2023</u></p>
4	<p align="center">Full Name</p>	<p>I, _____, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit.</p> <p>Signed _____ Date: _____</p> <p>My term Expires: _____</p>
5	<p align="center">Full Name</p>	<p>I, _____, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit.</p> <p>Signed _____ Date: _____</p> <p>My term Expires: _____</p>
6	<p align="center">Full Name</p>	<p>I, _____, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit.</p> <p>Signed _____ Date: _____</p> <p>My term Expires: _____</p>
7	<p align="center">Full Name</p>	<p>I, _____, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit.</p> <p>Signed _____ Date: _____</p> <p>My term Expires: _____</p>

EXAMPLE - DO NOT FILL OUT THIS PAGE

The auditor need not review or be exempted from due diligence requirements of the documentation filed hereon. The governing body is required to file the actual operating government financial statement. However, you MUST audit your data to determine if there are missing and/or changed values reported. Legislative bills should be consulted regarding any questions.

RESOLUTION/ORDINANCE FOR EXEMPTION FROM AUDIT

(Pursuant to Section 29-1-604, C.R.S.)

A RESOLUTION/ORDINANCE APPROVING AN EXEMPTION FROM AUDIT FOR YEAR 20XX FOR THE (name of government), STATE OF COLORADO.

WHEREAS, the (governing body) of (name of government) wishes to claim exemption from the audit requirements of Section 29-1-603, C.R.S.; and

WHEREAS, Section 29-1-604, C.R.S., states that any local government whose neither revenues nor expenditures exceed seven hundred and fifty thousand dollars may, with the approval of the State Auditor, be exempt from the provision of Section 29-1-603, C.R.S.; and

[Choose 1 or 2 below, whichever is applicable.]

(1) WHEREAS, neither revenues nor expenditures for (name of government) exceeded \$100,000 for Year 20XX; and

WHEREAS, an application for exemption from audit for (name of government) has been prepared by (name of individual), a person skilled in governmental accounting; and

OR

(2) WHEREAS, neither revenues nor expenditures for (name of government) exceeded \$750,000 for Year 20XX; and

WHEREAS, an application for exemption from audit for (name of government) has been prepared by (name of individual or firm), an independent accountant with knowledge of governmental accounting; and

WHEREAS, said application for exemption from audit has been completed in accordance with regulations, issued by the State Auditor.

NOW THEREFORE be it resolved/ordered by the (governing body) of the (name of government) that the application for exemption from audit for (name of government) for the year ended _____, 20XX, has been personally reviewed and is hereby approved by a majority of the (governing body) of the (name of government); that those members of the (governing body) have signified their approval by signing below; and that this resolution shall be attached to, and shall become a part of, the application for exemption from audit of the (name of government) for the year ended _____, 20XX.

ADOPTED THIS ___ day of _____, A.D. 20XX.

Mayor/President/Chairman, etc.

ATTEST:

Town Clerk, Secretary, etc.

Type or Print Names of Members of Governing Body	Date Term	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____