

**SPRUCE MEADOWS METROPOLITAN DISTRICT  
SPECIAL MEETING  
(VIA TELECONFERENCE)**

Tuesday, November 10, 2020  
1:00 P.M.

***NOTICE OF SPECIAL MEETING***

*Due to Executive Orders issued by Governor Polis and Public Health Orders implementing the Executive Orders issued by the Colorado Department of Health and Environment, and the threat posed by the COVID-19 coronavirus, this meeting will be held via teleconferencing and can be joined through the directions below:*

<https://zoom.us/j/97948829709?pwd=MnQyK2JSeTZnRHI0TGxjRi9sVnV3Zz09>

Meeting ID: 979 4882 9709

Passcode: 674100

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Scott Hasday, President	Term to May 2022
Todd Maul, Secretary	Term to May 2023
John Wahl, Treasurer	Term to May 2023
Cayle Townsend	Term to May 2022
VACANT	Term to May 2023

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1. Call to Order/Declaration of Quorum
2. Director Conflict of Interest Disclosures
3. Approval of Agenda
4. Consider Approval of Resolution Declaring Emergency Procedures and Authorizing Teleconferencing for Regular and Special Meetings (**enclosure**)
5. Consider Appointment of Mr. Jensen and Discuss Slate of Officers
6. Public Comment – Members of the public may express their views to the Board on matters that affect the District that are not otherwise on the agenda. Comments will be limited to three (3) minutes per person. Comments will be taken in the order reflected on the sign in sheet.
7. Consent Agenda (Note: all items listed under the Consent Agenda are considered to be routine and will be approved by one motion and vote. There will be no separate discussion of these items unless a Board Member so requests) Brief Discussion – If discussion is needed in detail, the specific item will be moved to the appropriate place in the agenda.
  - a. Approval of Minutes from November 12, 2019 Regular meeting (**enclosure**)
  - b. Consider Adoption of 2021 Annual Administrative Resolution (**enclosure**)
  - c. Consider Approval of Resolution Establishing Electronic Signature Policy (**enclosure**)
  - d. Consider Approval of Property and Liability Schedule and Insurance Renewal for 2021
  - e. Consider Ratification of 2019 Audit Exemption Application (**enclosure**)

- f. Approval and Renewal of Consultant and Contractor Agreements for 2021 Services (copies of all agreements available upon request; no changes in scope or fees unless otherwise noted. New Agreements to be signed with District as necessary):
  - i. WHITE BEAR ANKELE TANAKA & WALDRON, Attorneys at Law, for General Counsel Services
  - ii. Vista Management Associates, Inc. for District Management Services.

## 8. Legal Matters

- a. Discuss and Consider Proposals for Landscape Services (**enclosures**)
  - i. Consider Approval of Independent Contractor Agreement for 2021 Landscape Services (*to be distributed*)

## 9. Financial Matters

- a. Consider Approval of Payables/Financials (*to be distributed, if any*)
- b. Conduct Public Hearing on 2020 Budget Amendment and Consider Adoption of Amending 2020 Budget (*if necessary*)
- c. Conduct Public Hearing on 2021 Budget and Consider Adoption of Resolution Adopting 2021 Budget (**enclosure**)
- d. Consider Approval Auditor Proposals for 2020 Audit (**enclosure**)

## 10. Director Matters

- a. Discussion regarding grounds issues
  - i. Pond E Update
  - ii. Trees

## 11. Adjourn

**RESOLUTION  
OF THE BOARD OF DIRECTORS OF THE  
SPRUCE MEADOWS METROPOLITAN DISTRICT**

**DECLARING EMERGENCY PROCEDURES AND  
AUTHORIZING TELECONFERENCING FOR REGULAR AND SPECIAL MEETINGS**

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WHEREAS, the Spruce Meadows Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado (the “**State**”) organized to serve a public use and promote the health, safety, prosperity, security and general welfare of the residents of the District and the State of Colorado; and

WHEREAS, pursuant to § 32-1-903, C.R.S., all official business of the Board of Directors of the District (the “**Board**”) shall be conducted only during regular and special meetings at which a quorum is present, and all said meetings shall be open to the public; and

WHEREAS, § 32-1-1001(1)(h) C.R.S., provides the Board with the management, control and supervision of all the business and affairs of the District; and

WHEREAS, the Governor of the State (the “**Governor**”) declared a state of emergency on March 10, 2020, and extended the declaration on April 8, 2020 (the “**Emergency**”) due to the threat that COVID-19 coronavirus (“**COVID-19**”) poses to the health, safety and welfare of the citizens of the State; and

WHEREAS, on April 26, 2020, as directed by the Governor, the Colorado Department of Public Health and Environment issued Public Health Order 20-28 (the “**Order**”) implementing “Safer at Home” guidelines, effective 12:01 A.M. on April 27, 2020. The Order limits public gatherings outside a residence to no more than ten (10) individuals, except for the purposes expressly permitted in the Order, and to the extent possible encourages compliance with Social Distancing Requirements (as defined in the Order); and

WHEREAS, counties, municipalities, and other local governments have issued, or may issue, COVID-19 related public health orders limiting public gatherings and establishing social distancing requirements (collectively the “Local Orders”, and together with the Order, the “Orders”); and

WHEREAS, the Colorado Department of Public Health and Environment and Centers for Disease Control and Prevention recommend certain precautions in order to attempt to slow the spread of COVID-19, including minimizing close contact with large numbers of people; and

WHEREAS, in order to attempt to protect the health and safety of the residents of the District from COVID-19 and in order to comply with the Orders, and any subsequent orders, while at the same time continuing with the required business of the District, the Board wishes to have the ability to hold regular and special meetings *via* teleconferencing until such time that the Emergency is lifted

by the State, the Orders, or any subsequent orders, are repealed, or as otherwise determined by the Board; and

WHEREAS, the Board wishes to establish certain procedures and requirements for when the District determines to hold regular and special meetings *via* teleconferencing during the Emergency and the time when the Orders, or any subsequent orders, are in effect.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DISTRICT AS FOLLOWS:

1. Teleconferencing for Regular and Special Meetings. The Board hereby authorizes the holding of regular and special meetings for the District by teleconferencing methods until such time that the Emergency and Orders, or any subsequent orders, are lifted, or as otherwise determined by the Board.

2. Quorum of the Board for Teleconferenced Regular and Special Meetings. A quorum of the Board for attendance and voting purposes at regular and special meetings shall be established by the attendance of a majority of the members of the Board on the teleconferencing platform. Each Board member must be able to clearly hear and participate in any teleconferenced meetings.

3. Posting of Regular and Special Meeting Notices. The District shall continue to post notice of all regular and special meetings pursuant to the District's previously adopted policies and State law.

4. Public Attendance at Teleconferenced Regular and Special Meetings. The District shall arrange for a dial-in-number for members of the public and the Board to utilize in order to attend the teleconferenced regular and special meetings of the District. Members of the public may be excluded from executive sessions that are held by the Board in accordance with State law. The dial-in number shall be included on the agenda for the meeting.

5. Ratification of Actions. Any actions, including, but not limited to the adoption of this Resolution, taken at a regular or special meeting held by teleconference platform shall be ratified at the first regular or special in-person Board meeting that takes place after adoption of this Resolution.

6. Term. This Resolution shall remain in full force and effect until such time as the Board determines that the conditions necessitating its adoption no longer exist, including lifting of the Emergency, the repeal of the Orders, or any subsequent orders, or as otherwise determined by the Board.

*The Remainder of this Page is Intentionally Left Blank*

ADOPTED THIS 10<sup>TH</sup> DAY OF NOVEMBER, 2020.

SPRUCE MEADOWS METROPOLITAN  
DISTRICT, a quasi-municipal corporation and  
political subdivision of the State of Colorado

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Officer of the District

ATTEST:

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APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

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General Counsel to the District

*Signature Page to Resolution Declaring Emergency Procedures Authorizing Teleconferencing for Regular  
and Special Meetings dated November 10, 2020*

# **MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS**

**OF**

## **SPRUCE MEADOWS METROPOLITAN DISTRICT**

Held: Tuesday, November 12, 2019 at 1:00 pm at 8700  
Turnpike Drive, Suite 230, Westminster, Colorado.

### **Attendance**

The regular meeting of the Board of Directors for the Spruce Meadows Metropolitan District was called and held in accordance with the applicable laws of the State of Colorado. The following Directors, having confirmed their qualification to serve, were in attendance:

Paula Lindamood  
Scott Hasday  
John Wahl  
Cayle Townsend  
Todd Maul

Also present were Allison C. Fogg Esq., Fogg Bear Ankele Tanaka & Waldron, P.C., District General Counsel; Phyllis McPherson, Vista Management, District Manager, and Brad Schoenfeld, a resident of the District.

### **Director Qualification**

The Directors in attendance confirmed their qualification to serve.

### **Call to Order/Declaration of Quorum**

Ms. Fogg noted that a quorum of the Board was present and that the Directors had confirmed their qualification to serve, and therefore, called the meeting to order.

### **Disclosure Matters**

Ms. Fogg advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Ms. Fogg reported that disclosures for those directors with potential or existing conflicts of interest were filed with the Secretary of State's Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Ms. Fogg noted that a quorum was present and inquired into whether members of the Board had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted. The Board determined that the participation of the members present was necessary to obtain a quorum or to otherwise enable the Board to act.

Public Comment	None.
Approval of Agenda	Ms. Fogg presented the agenda to the Board for consideration. Following discussion, the Board unanimously approved the agenda as presented.
Approval of Minutes from December 03, 2018 special meeting	Ms. Fogg presented the minutes from March 28, 2019 special meeting for consideration. Following, discussion, the Board unanimously approved the minutes.
<b>Administrative Matters</b>	
2020 Annual Administrative Resolution	The Board engaged in a discussion regarding the 2020 Annual Administrative Resolution. The Board discussed regular meeting dates occurring on the second Tuesday in May and November and the designated 24 hour posting location the Mailbox Kiosk Station on Spruce Meadows Drive. Following discussion, upon a motion duly made and seconded, the Board unanimously adopted the resolution subject to changes to the meeting dates and the posting location.
2020 Property and Liability Schedule and Limits	The Board engaged in a discussion regarding the 2020 Property and Liability Schedule and Limits. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the schedule and limits subject to the premium not exceeding \$2,500.00.
Resolution Calling the May 5, 2020 Election	The Board engaged in a discussion regarding the Resolution Calling the May 5, 2020 Election. Following discussion, upon a motion duly made and seconded, the Board unanimously adopted the resolution.
Resolution Concerning Authorization for Approval of Contracts and Payment of Claims	The Board engaged in a discussion regarding the Resolution Concerning Authorization for Approval of Contracts and Payment of Claims. Following discussion, upon a motion duly made and seconded, the Board unanimously adopted the resolution subject to final Board review of revisions to Exhibit A.
<b>Legal Matters</b>	
Discuss Legislative Update	The Board engaged in a discussion regarding the legislative updates.
Resolution Regarding Electronic Posting of Meeting Notices	The Board engaged in a discussion regarding the Resolution Regarding Electronic Posting of Meeting Notices. Following discussion, upon a motion duly made and seconded, the Board unanimously adopted the resolution.

## **Financial Matters**

Payables/Financials/Claims	The Board engaged in a discussion regarding the payables, financials, and claims. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the payables, financials, and claims from January 1, 2019 through November 14, 2019.
Public Hearing on the 2019 Budget Amendment	The Board engaged in a discussion regarding the 2019 Budget Amendment. Following discussion the Board determined an Amendment to the 2019 Budget was not necessary.
Resolution Approving 2019 Budget Amendment	The Board determined a Budget Amendment was not necessary. No action was taken.
Public Hearing on the 2020 Budget	Director Hasday opened the public hearing to consider the proposed 2020 Budget. It was noted that Notice stating that the Board would consider adoption of the 2020 budget and the date, time, and place of the public hearing was published pursuant to statute.  No written objections were received prior to or during the public hearing. The public hearing was closed.
Resolution Approving 2020 Budget	The Board discussed the adoption of Resolution to Adopt the 2020 Budget. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the 2020 Budget and adopted the resolution.
Auditor Proposals for 2019 Audit	The Board engaged in a discussion regarding the Auditor Proposals for 2019 Audit. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the proposal.
Audit Engagement Letter with L. Paul Goedecke P.C.	The Board reviewed the Audit Engagement Letter with L. Paul Goedecke P.C. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the engagement letter.

## **Director Matters**

Discuss and consider approval of oil and gas capping and plugging of three (3) wells	The Board engaged in a discussion regarding the oil and gas capping and plugging of three (3) wells. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the capping.
Discuss septic access for Mackewicz property from Equestrian Trail	The Board engaged in a discussion regarding the septic access for Mackewicz property from Equestrian Trail. Following discussion the Board determined to defer this matter until May in order to collect more information regarding the difficulty of the septic access and whether the septic company can reach the pump from the driveway.



## **District Manager Matters**

First Addendum to Service Agreement with Vista Management Associates, Inc. for Management Services for 2020	The Board engaged in a discussion regarding the First Addendum to Service Agreement with Vista Management Associates, Inc. for Management Services for 2020. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the First Addendum.
Presentation by James Johnson from Environmental Designs regarding 2019 landscape services	Mr. Johnson from Environmental Designs presented to the Board regarding 2019 landscape services.
Discussion of Grounds Maintenance Proposals for 2019-2020 for Landscape Services	The Board engaged in a discussion regarding the Grounds Maintenance Proposals for 2019-2020 for Landscape Services.
Independent Contractor Agreement for Landscape Services for 2019-2020	Following discussion, upon a motion duly made and seconded, the Board unanimously approved the Independent Contractor Agreement for Landscape Services for 2019-2020 with Environmental Design.
Discussion of landscaping entry enhancement	The Board engaged in a discussion regarding the landscaping entry enhancement. Following discussion, the board deferred this item to the May meeting.
Discussion on status update on Pond E	<p>Mr. Schoenfeld as resident of the District presented to the Board a proposed solution to his home drainage issue. The Board discussed the best way for water to be channeled from Mr. Schoenfeld's house to the detention pond. Ms. Fogg advised that a Temporary Access and Construction Easement should be executed for work on District property. In addition, Ms. Fogg advised the District to engage an engineer pursuant to a service agreement for any work conducted on the District's detention pond. The Board considered these recommendations but no action was taken.</p> <p>The Board determined in order to adequately address Mr. Schoenfeld's drainage issues and to ensure that District property is not at risk, to shorten the pipes of Mr. Schonefeld's property and run them parallel to the pond to direct the water flow into the culvert. Board authorized the Board's President to propose this idea to Brad.</p>
Executive Session Pursuant to §§24-6-402(4)(b) and (e), C.R.S., to receive legal advice and to determine	The Board engaged in an Executive Session Pursuant to §§24-6-402(4)(b) and (e), C.R.S., to receive legal advice and to determine positions relative to matters that are subject to negotiation related to Pond E.

positions relative to matters  
that are subject to  
negotiation related to Pond  
E

**Other Business**

Discuss regular meetings      The Board engaged in a discussion regarding regular meeting  
dates for 2020                      dates.

Next Regular Meeting              May 12, 2020

Adjournment                      There being no further business to come before the Board,  
upon motion duly made, seconded and unanimously carried,  
the Board determined to adjourn the meeting.

The foregoing minutes were approved by the Board of  
Directors on the 10<sup>th</sup> day of November, 2020.

The foregoing constitutes a true and correct copy of the  
minutes of the above-referenced meeting.

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Secretary for the Meeting

**SPRUCE MEADOWS METROPOLITAN DISTRICT  
ANNUAL ADMINISTRATIVE RESOLUTION  
(2021)**

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WHEREAS, the Spruce Meadows Metropolitan District (the “**District**”), was organized as a special district pursuant to an Order and Decree of the District Court in and for the County of Broomfield, Colorado (the “**County**”); and

WHEREAS, the Board of Directors (the “**Board**”) of the District, has a duty to perform certain obligations in order to assure the efficient operation of the District and hereby directs its consultants to take the following actions.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. The Board directs legal counsel to cause an accurate map of the District’s boundaries to be prepared in accordance with the standards specified by the Division of Local Government (“**Division**”) and to be filed in accordance with § 32-1-306, C.R.S.

2. The Board directs legal counsel to notify the Board of County Commissioners, the County Assessor, the County Treasurer, the County Clerk and Recorder, the governing body of any municipality in which the District is located, and the Division of the name of the chairman of the Board, the contact person, telephone number and business address of the District, as required by § 32-1-104(2), C.R.S.

3. The Board directs legal counsel to prepare and file with the Division, within thirty (30) days of a written request from the Division, an informational listing of all contracts in effect with other political subdivisions, in accordance with § 29-1-205, C.R.S.

4. The Board directs legal counsel to cause the preparation of and to file with the Department of Local Affairs the annual public securities report for nonrated public securities issued by the District within sixty (60) days of the close of the fiscal year, as required by §§ 11-58-101, *et seq.*, C.R.S.

5. The Board directs the District’s accountant to: 1) obtain proposals for auditors to be presented to the Board; 2) to cause an audit of the annual financial statements of the District to be prepared and submitted to the Board on or before June 30; and 3) to cause the audit to be filed with the State Auditor by July 31<sup>st</sup>, or by the filing deadline permitted under any extension thereof, all in accordance with §§ 29-1-603(1) and 29-1-606, C.R.S. Alternatively, if warranted by § 29-1-604, C.R.S., the Board directs the District’s accountant to apply for and obtain an audit exemption from the State Auditor on or before March 31<sup>st</sup> in accordance with § 29-1-604, C.R.S.

6. The Board directs the District Manager, if the District has authorized but unissued general obligation debt as of the end of the fiscal year, to cause to be submitted to the Board of County Commissioners or the governing body of the municipality that adopted a resolution of approval of the District, the District’s audit report or a copy of its application for exemption from audit in accordance with § 29-1-606(7), C.R.S.

7. The Board directs the District's Manager to submit a proposed budget to the Board by October 15<sup>th</sup>, to prepare the final budget and budget message, including any amendments thereto, if necessary, and directs legal counsel to schedule a public hearing on the proposed budget and/or amendments, and to post or publish notices thereof, to prepare all budget resolutions and to file the budget, budget resolution and budget message with the Division on or before January 30<sup>th</sup>, all in accordance with §§ 29-1-101, *et seq.*, C.R.S.

8. The Board directs the District's Manager to monitor expenditures and contracted expenditures and, if necessary, to notify legal counsel and the Board when expenditures or contracted expenditures are expected to exceed appropriated amounts, and directs legal counsel to prepare all budget amendment resolutions and directs legal counsel to schedule a public hearing on a proposed budget amendment and to post or publish notices thereof and to file the amended budget with the Division on or before the date of making such expenditure or contracting for such expenditure, all in accordance with §§ 29-1-101, *et seq.*, C.R.S.

9. The Board directs legal counsel to cause the preparation of the Unclaimed Property Act report and submission of the same to the State Treasurer by November 1<sup>st</sup> if there is property presumed abandoned and subject to custody as unclaimed property, in accordance with § 38-13-110, C.R.S.

10. The Board directs legal counsel to prepare the mill levy certification form and directs legal counsel to file the mill levy certification form with the Board of County Commissioners on or before December 15<sup>th</sup>, in accordance with § 39-5-128, C.R.S.

11. The Board designates the *Broomfield Enterprise* as a newspaper of general circulation within the boundaries of the District and directs that all legal notices shall be published in accordance with § 32-1-103(15), C.R.S., in the *Broomfield Enterprise*, unless otherwise designated by the Board or legal counsel.

12. The Board determines that each director shall not receive compensation for their services as directors subject to the limitations set forth in §§ 32-1-902(3)(a)(I) & (II), C.R.S.

13. The District hereby acknowledges, in accordance with § 32-1-902, C.R.S., the following officers for the District:

Chairman/President:	Scott Hasday
Treasurer:	John Wahl
Secretary:	Todd Maul
Assistant Secretary:	Cayle Townsend
Recording Secretary:	Legal Counsel

14. The Board hereby determines that each member of the Board shall, for any potential or actual conflicts of interest, complete conflicts of interest disclosures and directs legal counsel to file the conflicts of interest disclosures with the Board and with the Colorado Secretary of State at least seventy-two (72) hours prior to every regular and special meeting of the Board, in

accordance with §§ 32-1-902(3)(b) and 18-8-308, C.R.S. Written disclosures provided by Board members required to be filed with the governing body in accordance with § 18-8-308, C.R.S. shall be deemed filed with the Board when filed with the Secretary of State. Additionally, at the beginning of each year, each Board member shall submit information to legal counsel regarding any actual or potential conflicts of interest and, throughout the year, each Board member shall provide legal counsel with any revisions, additions, corrections or deletions to said conflicts of interest disclosures.

15. The Board confirms its obligations under § 24-10-110(1), C.R.S., with regards to the defense and indemnification of its public employees, which, by definition, includes elected and appointed officers.

16. The Board hereby appoints legal counsel as the official custodian for the maintenance, care and keeping of all public records of the District, in accordance with §§ 24-72-202, *et seq.*, C.R.S. The Board hereby directs its legal counsel, accountant, manager and all other consultants to adhere to the Colorado Special District Records Retention Schedule as adopted by the District.

17. The Board hereby designates the Mailbox Kiosk Station on Spruce Meadows Drive as the location where the District will post physical notice of meetings at least twenty-four (24) hours prior to the meeting and directs legal counsel to make physical meeting postings within the boundaries of the District in accordance with § 32-1-903(2) and § 24-6-402(2)(c), C.R.S. If possible, the physical posting shall include specific agenda information.

18. The Board determines to hold regular meetings on the second Tuesday in May and November at 1:00 p.m., 8700 Turnpike Drive, Suite 230, Westminster, Colorado. Notice of the time and place for all regular meetings shall be posted in accordance with § 24-6-402, C.R.S.

19. In the event of an emergency, the Board may conduct a meeting outside of the limitations prescribed in § 24-6-402(2)(c), C.R.S., provided that any actions taken at such emergency meeting are ratified at the next regular meeting of the Board or at a special meeting conducted after proper notice has been given to the public.

20. For the convenience of the electors of the District, and pursuant to its authority set forth in § 1-13.5-1101, C.R.S., the Board hereby deems that all regular and special elections of the District shall be conducted as independent mail ballot elections in accordance with §§ 1-13.5-1101, *et seq.*, C.R.S., unless otherwise deemed necessary and expressed in a separate election resolution adopted by the Board.

21. Pursuant to the authority set forth in § 1-1-111, C.R.S., the Board hereby appoints Ashley B. Frisbie, of the law firm of WHITE BEAR ANKELE TANAKA & WALDRON, Attorneys at Law, as the Designated Election Official (the “**DEO**”) of the District for any elections called by the Board, or called on behalf of the Board by the DEO, and hereby authorizes and directs the DEO to take all actions necessary for the proper conduct of the election, including, if applicable, cancellation of the election in accordance with § 1-13.5-513, C.R.S.

22. In accordance with § 1-11-103(3), C.R.S., the Board hereby directs the DEO to certify to the Division the results of any elections held by the District and, pursuant to § 32-1-1101.5(1), C.R.S., to certify results of any ballot issue election to incur general obligation indebtedness to the Board of County Commissioners or the governing body of the municipality that adopted a resolution of approval of the district and file a copy of such certification with the Division of Securities.

23. The Board directs legal counsel to cause a notice of authorization of or notice to incur general obligation debt to be recorded with the County Clerk and Recorder within thirty (30) days of authorizing or incurring any indebtedness, in accordance with § 32-1-1604, C.R.S.

24. Pursuant to the authority set forth in § 24-12-103, C.R.S., the Board hereby designates, in addition to any officer of the District, George M. Rowley of the law firm of WHITE BEAR ANKELE TANAKA & WALDRON, Attorneys at Law as a person with the power to administer all oaths or affirmations of office and other oaths or affirmations required to be taken by any person upon any lawful occasion.

25. The Board directs legal counsel to cause the preparation of and filing with the Board of County Commissioners or the governing body of the municipality that adopted a resolution of approval of the District, if requested, the application for quinquennial finding of reasonable diligence in accordance with §§ 32-1-1101.5(1.5) and (2), C.R.S.

26. The Board directs legal counsel to cause the preparation of and the filing with the Board of County Commissioners or the governing body of any municipality in which the District is located, the Division, the State Auditor, the County Clerk and Recorder and any interested parties entitled to notice pursuant to § 32-1-204(1), C.R.S., an annual report, if requested, in accordance with § 32-1-207(3)(c), C.R.S.

27. The Board directs legal counsel to obtain proposals and/or renewals for insurance, as applicable, to insure the District against all or any part of the District's liability, in accordance with §§ 24-10-115, *et seq.*, C.R.S. The Board directs the District's accountant to pay the annual SDA membership dues, agency fees and insurance premiums, as applicable, in a timely manner. The Board appoints legal counsel to designate the proxy for the SDA Annual meeting for voting and quorum purposes.

28. The Board hereby opts to exclude elected or appointed officials as employees within the meaning of § 8-40-202(1)(a)(I)(A), C.R.S., and hereby directs legal counsel to file a statement with the Division of Workers' Compensation in the Department of Labor and Employment not less than forty-five (45) days before the start of the policy year for which the option is to be exercised, in accordance with § 8-40-202(1)(a)(I)(B), C.R.S.

29. The Board hereby directs legal counsel to prepare the disclosure notice required by § 32-1-809, C.R.S., and to disseminate the information to the electors of the District accordingly. Further, the Board hereby designates the following website as the District's official website for the purposes thereof: [www.sdaco.org](http://www.sdaco.org).

30. The Board hereby directs legal counsel to prepare and record with the County Clerk and Recorder updates to the disclosure statement notice and map required by § 32-1-104.8, C.R.S., if additional property is included within the District's boundaries.

31. In accordance with § 38-35-109.5(2), C.R.S, the District hereby designates the President of the Board as the official who shall record any instrument conveying title of real property to the District within 30 days of any such conveyance.

32. The Board directs the District's manager to prepare and submit the documentation required by any continuing disclosure obligation signed in conjunction with the issuance of debt by the District.

33. The Board directs legal counsel to monitor, and inform the Board of, any legislative changes that may occur throughout the year.

34. In the event the District has not engaged an accountant, the Board hereby directs the District Manager to undertake all actions designated in this Resolution to the District accountant until such time as an accountant is engaged by the District.

***[Remainder of page intentionally left blank, signature page follows.]***

ADOPTED this 10<sup>th</sup> day of November, 2020.

**SPRUCE MEADOWS METROPOLITAN  
DISTRICT**

By: \_\_\_\_\_  
Officer of the District

Attest:

By: \_\_\_\_\_

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

\_\_\_\_\_  
General Counsel to the District

**CERTIFICATION OF RESOLUTION**

I hereby certify that the foregoing constitutes a true and correct copy of the resolution of the Board adopted at a meeting held on November 10, 2020, via audio-video technology.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 10<sup>th</sup> day of November, 2020.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name



**RESOLUTION  
OF THE BOARD OF DIRECTORS OF  
SPRUCE MEADOWS METROPOLITAN DISTRICT  
ESTABLISHING AN ELECTRONIC SIGNATURE POLICY**

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WHEREAS, the Spruce Meadows Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Board of Directors of the District (the “**Board**”) is empowered with the management, control, and supervision of all the business and affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(m), C.R.S., the Board is authorized to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and laws of Colorado for carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, in 2002, the Colorado legislature enacted the Uniform Electronic Transactions Act, §§ 24-71.3-101, *et seq.*, C.R.S. (the “**Act**”); and

WHEREAS, the purpose of the Act is to facilitate e-Government in Colorado by giving electronic signatures the same force and effect as signatures produced by non-electronic means; and

WHEREAS, pursuant to § 24-71.3-117, C.R.S., the District, as a political subdivision of the State of Colorado, has the general power, in relation to the administration of the affairs of the District to determine the extent to which it will create and retain electronic signatures; and

WHEREAS, pursuant to § 24-71.3-118 (1), C.R.S., the District, as a political subdivision of the State of Colorado, has the general power, in relation to the administration of its affairs, to determine the extent to which it will send and accept electronic signatures to and from other persons and otherwise create, generate, communicate, store, process, use, and rely upon electronic signatures; and

WHEREAS, the use of electronic signatures increases efficiency of various internal and external transactions that require signature or authorization; and

WHEREAS, the Board desire to adopt a policy that establishes and governs the process for using and accepting electronic signatures for internal and external District business and transactions.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DISTRICT AS FOLLOWS:

1. Adoption of Electronic Signature Policy. The District hereby adopts the Electronic Signature Policy set forth in **Exhibit A**, attached hereto and incorporated herein.

2. Preambles Incorporated. The preambles to this Resolution are hereby incorporated into this Resolution as if set out fully herein.

3. Severability. If any part, section, subsection, sentence, clause or phrase of this Resolution or Electronic Signature Policy is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

4. Effective Date. This Resolution and Electronic Signature Policy shall take effect as of the date of this Resolution (the “**Effective Date**”) until amended, superseded or rescinded.

5. Ratification of Electronic Signatures. To the extent that the District has utilized or accepted Electronic Signatures (as defined in the Electronic Signature Policy) prior to the Effective Date, such Electronic Signatures are hereby ratified, approved and accepted by the Board.

*Remainder of Page Intentionally Left Blank, Signature Page Follows*

ADOPTED this 10<sup>th</sup> day of NOVEMBER, 2020.

SPRUCE MEADOWS METROPOLITAN  
DISTRICT, a quasi-municipal corporation and  
political subdivision of the State of Colorado

---

Officer of the District

ATTEST:

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APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

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General Counsel to the District

*Signature Page to Resolution Establishing an Electronic Signature Policy*

## **EXHIBIT A**

### **Electronic Signature Policy**

#### **1.0 Background and Purpose**

Use of electronic signatures increases the efficiency of various internal and external transactions that require signature or authorization. This policy establishes and governs the process for using and accepting electronic signatures used to conduct official District business.

#### **2.0 Policy**

The District permits the use of Electronic Signatures for both internal and external transactions to conduct the official business of the District in accordance with the procedures set forth below.

- 2.1 Where District policies, or applicable laws, regulations, or rules require a signature, that requirement is met if the document contains an Electronic Signature.
- 2.2 If a law or regulation prohibits a transaction from occurring electronically, the transaction must occur in the manner specified by that law or regulation.
- 2.3 This Policy shall be construed in a manner consistent with the Colorado Uniform Electronic Transactions Act (the “Act”). If there is a conflict between the Act and this policy, the Act shall control.
- 2.4 Nothing contained in this Policy shall be construed as requiring a person to use an Electronic Signature for any District business or transaction. Scanned, copied, or facsimiles of documents containing an original handwritten signature are not covered by this Resolution as such are not considered Electronic Signatures under the Act, and are legally acceptable without further action of the District.
- 2.5 If an applicable policy, law, regulation or rule prohibits particular District business or transactions from utilizing Electronic Signatures, such business or transaction shall be consummated in the manner permitted by applicable law. If an applicable policy, law, regulation or rule requires an Electronic Signature to contain specific elements, notwithstanding the acceptability of the Electronic Signatures as described in this Policy, the Electronic Signature must contain those specific elements to be valid and enforceable.

#### **3.0 Procedures**

##### **3.1 External Transactions**

- 3.1.1. Each party to an External Transaction must agree to conduct the transaction electronically. Agreement may be implied from the context and circumstances.

3.1.2. Only an Authorized Signatory may execute an External Transaction on behalf of the District.

3.1.3. The District may require a standard signature block or certification to be used for certain External Transactions.

### 3.2 Internal Transactions

3.2.1. Only an Authorized Signatory may execute an Internal Transaction on behalf of the District.

## **4.0 DEFINITIONS.**

4.1 “Authorized Signatory” means a director, employee, contractor, consultant or other person who has been authorized or delegated by the Board the authority to sign documents on behalf of the District

4.2 “Electronic Signature” means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record. Electronic Signatures include, but are not limited to, (i) a signature image (a computer file that is created from the scanned image of the handwritten signature); and (ii) a signature generated by a computer program such as Adobe, DocuSign or other similar software that may or may not be time and date stamped.

4.3 “External Transaction” means any legally binding agreement or contract between the District and an individual, entity, business, or government agency.

4.4 “Internal Transaction” means any internal work-flow or approval process that requires a signature or approval on a District form, document, memo, or other similar format.

## 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.lexisnexis.com/hottopics/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/lq>

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](mailto: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 Budget to GAAP reconciliation is provided in Part 3

Failure to file an application or denial of the request could cause the local government to lose its 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

Spruce Meadows Metropolitan District  
C/O L. Paul Goedecke P.C.  
14143 Denver West Parkway, Suite 450  
Lakewood, Colorado 80401

For the Year Ended  
12/31/2019  
or fiscal year ended:

CONTACT PERSON  
PHONE  
EMAIL  
FAX

Paul Goedecke  
720-938-1686  
paul@goedecke-cpa.com

## 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:  
TITLE  
FIRM NAME (if applicable)  
ADDRESS  
PHONE  
DATE PREPARED  
RELATIONSHIP TO ENTITY

Paul Goedecke  
CPA  
L. Paul Goedecke P.C.  
14143 Denver West Parkway, Suite 450  
720-938-1686  
3/12/2020

PREPARER (SIGNATURE REQUIRED)

*L. Paul Goedecke*

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
<input type="checkbox"/>	<input checked="" type="checkbox"/>

If Yes, date filed:

# 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	Debt service		Fund*	Fund*	
<b>Assets</b>							
1-1	Cash & Cash Equivalents	\$ 78,416	\$ -	Cash & Cash Equivalents	\$ -	\$ -	
1-2	Investments	\$ -	\$ 337,800	Investments	\$ -	\$ -	
1-3	Receivables	\$ -	\$ -	Receivables	\$ -	\$ -	
1-4	Due from Other Entities or Funds	\$ -	\$ 1,565	Due from Other Entities or Funds	\$ -	\$ -	
	All Other Assets [specify...]			Other Current Assets	\$ -	\$ -	
1-5	Prepaid Insurance	\$ 4,937	\$ -				
1-6	taxes receivable collectible in 2020	\$ 99,996	\$ 192,467	<b>Total Current Assets</b>	\$ -	\$ -	
1-7		\$ -	\$ -	Capital Assets, net (from Part 6-4)	\$ -	\$ -	
1-8		\$ -	\$ -	Other Long Term Assets [specify...]	\$ -	\$ -	
1-9		\$ -	\$ -		\$ -	\$ -	
1-10		\$ -	\$ -		\$ -	\$ -	
1-11	(add lines 1-1 through 1-10) <b>TOTAL ASSETS</b>	\$ 183,349	\$ 531,832	(add lines 1-1 through 1-10) <b>TOTAL ASSETS</b>	\$ -	\$ -	
1-12	<b>TOTAL DEFERRED OUTFLOWS OF RESOURCES</b>	\$ -	\$ -	<b>TOTAL DEFERRED OUTFLOWS OF RESOURCES</b>	\$ -	\$ -	
1-13	<b>TOTAL ASSETS AND DEFERRED OUTFLOWS</b>	\$ 183,349	\$ 531,832	<b>TOTAL ASSETS AND DEFERRED OUTFLOWS</b>	\$ -	\$ -	
<b>Liabilities</b>							
1-14	Accounts Payable	\$ 28,255	\$ -	Accounts Payable	\$ -	\$ -	
1-15	Accrued Payroll and Related Liabilities	\$ -	\$ -	Accrued Payroll and Related Liabilities	\$ -	\$ -	
1-16	Accrued Interest Payable	\$ -	\$ -	Accrued Interest Payable	\$ -	\$ -	
1-17	Due to Other Entities or Funds	\$ 1,565	\$ -	Due to Other Entities or Funds	\$ -	\$ -	
1-18	All Other Current Liabilities	\$ -	\$ -	All Other Current Liabilities	\$ -	\$ -	
1-19	<b>TOTAL CURRENT LIABILITIES</b>	\$ 29,820	\$ -	<b>TOTAL CURRENT LIABILITIES</b>	\$ -	\$ -	
1-20	All Other Liabilities [specify...]	\$ -	\$ -	Proprietary Debt Outstanding (from Part 6-4)	\$ -	\$ -	
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) <b>TOTAL LIABILITIES</b>	\$ 29,820	\$ -	(add lines 1-19 through 1-27) <b>TOTAL LIABILITIES</b>	\$ -	\$ -	
1-29	<b>TOTAL DEFERRED INFLOWS OF RESOURCES</b>	\$ 99,996	\$ 192,467	<b>TOTAL DEFERRED INFLOWS OF RESOURCES</b>	\$ -	\$ -	
<b>Fund Balance</b>							
1-30	Nonspendable Prepaid	\$ 4,937	\$ -	<b>Net Position</b>			
1-31	Nonspendable Inventory	\$ -	\$ -	Net Investment in Capital Assets	\$ -	\$ -	
1-32	Restricted [specify...] labor and debt service	\$ 3,750	\$ 339,365	Emergency Reserves	\$ -	\$ -	
1-33	Committed [specify...]	\$ -	\$ -	Other Designations/Reserves	\$ -	\$ -	
1-34	Assigned [specify...]	\$ -	\$ -	Restricted	\$ -	\$ -	
1-35	Unassigned:	\$ 44,846	\$ -	Undesignated/Unreserved/Unrestricted	\$ -	\$ -	
1-36	Add lines 1-30 through 1-35 This total should be the same as line 3-33 <b>TOTAL FUND BALANCE</b>	\$ 53,533	\$ 339,365	Add lines 1-30 through 1-35 This total should be the same as line 3-33 <b>TOTAL NET POSITION</b>	\$ -	\$ -	
1-37	Add lines 1-28, 1-29 and 1-36 This total should be the same as line 1-13 <b>TOTAL LIABILITIES, DEFERRED INFLOWS, AND FUND BALANCE</b>	\$ 183,349	\$ 531,832	Add lines 1-28, 1-29 and 1-36 This total should be the same as line 1-13 <b>TOTAL LIABILITIES, DEFERRED INFLOWS, AND NET POSITION</b>	\$ -	\$ -	



# PART 2 - FINANCIAL STATEMENTS - OPERATING STATEMENT - REVENUES

		Governmental Funds				Proprietary/Fiduciary Funds		Please use this space to provide explanation of any items on this page
Line #	Description	General	Debt service	Description	Fund*	Fund*		
<b>Tax Revenue</b>				<b>Tax Revenue</b>				
2-1	Property (Include mills levied in Question 10-6)	\$ 99,610	\$ 197,230	Property (Include mills levied in Question 10-6)	\$ -	\$ -		
2-2	Specific Ownership	\$ 5,850	\$ 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 <b>TOTAL TAX REVENUE</b>	\$ 105,460	\$ 213,287	Add lines 2-1 through 2-7 <b>TOTAL TAX REVENUE</b>	\$ -	\$ -		
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 (Lottery)	\$ -	\$ -	Conservation Trust Funds (Lottery)	\$ -	\$ -		
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	\$ 2,457	\$ 9,372	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 <b>TOTAL REVENUES</b>	\$ 107,917	\$ 222,659	Add lines 2-8 through 2-23 <b>TOTAL REVENUES</b>	\$ -	\$ -		
<b>Other Financing Sources</b>				<b>Other Financing Sources</b>				
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 <b>TOTAL OTHER FINANCING SOURCES</b>	\$ -	\$ -	Add lines 2-25 through 2-27 <b>TOTAL OTHER FINANCING SOURCES</b>	\$ -	\$ -		
2-29	Add lines 2-24 and 2-28 <b>TOTAL REVENUES AND OTHER FINANCING SOURCES</b>	\$ 107,917	\$ 222,659	Add lines 2-24 and 2-28 <b>TOTAL REVENUES AND OTHER FINANCING SOURCES</b>	\$ -	\$ -		<b>GRAND TOTALS</b>
								\$ 330,576

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) 869-3000 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	Debt service		Fund*	Fund*	
<b>Expenditures</b>				<b>Expenses</b>			
3-1	General Government	\$ 92,611	\$ -	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	trustee fees and bank fees	\$ -	\$ 2,014	Other (specify...)	\$ -	\$ -	
3-13	treasurers fees	\$ -	\$ 3,008		\$ -	\$ -	
3-14	Capital Outlay	\$ -	\$ -	Capital Outlay	\$ -	\$ -	
	Debt Service			Debt Service			
3-15	Principal	\$ -	\$ 95,000	Principal	\$ -	\$ -	
3-16	Interest	\$ -	\$ 85,965	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 <b>TOTAL EXPENDITURES</b>	\$ 92,611	\$ 185,987	Add lines 3-1 through 3-21 <b>TOTAL EXPENSES</b>	\$ -	\$ -	<b>GRAND TOTAL</b> \$ 278,598
3-23	Interfund Transfers (In)	\$ -	\$ -	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 2-28)	\$ -	\$ -	
3-27		\$ -	\$ -	Capital Outlay (from line 3-14)	\$ -	\$ -	
3-28		\$ -	\$ -	Debt Principal (from line 3-15, 3-18)	\$ -	\$ -	
3-29	(Add lines 3-23 through 3-28) <b>TOTAL TRANSFERS AND OTHER EXPENDITURES</b>	\$ -	\$ -	(Line 3-26, plus line 3-27, less line 3-24, less line 3-25) <b>TOTAL GAAP RECONCILING ITEMS</b>	\$ -	\$ -	
3-30	Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures Line 2-29, less line 3-22, plus line 3-29	\$ 15,306	\$ 36,672	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	\$ 38,227	\$ 302,693	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.	\$ 53,533	\$ 339,365	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?  
 4-2 Is the debt repayment schedule attached? If no, MUST explain:  
 4-3 Is the entity current in its debt service payments? If no, MUST explain:

☐ ☐  
☐ ☐  
☐ ☐

- 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	\$ 2,605,000	\$ -	\$ 95,000	\$ 2,510,000
Revenue bonds	\$ -	\$ -	\$ -	\$ -
Notes/Loans	\$ -	\$ -	\$ -	\$ -
Leases	\$ -	\$ -	\$ -	\$ -
Developer Advances	\$ 1,553,615	\$ -	\$ -	\$ 1,553,615
Other (specify): Interest on developer advances	\$ 939,755	\$ -	\$ -	\$ 939,755
<b>TOTAL</b>	<b>\$ 5,098,370</b>	<b>\$ -</b>	<b>\$ 95,000</b>	<b>\$ 5,003,370</b>

\*must agree to prior year ending balance

Please answer the following questions by marking the appropriate boxes.

YES NO

- 4-5 Does the entity have any authorized, but unissued, debt?  
 If yes: How much? \$ -  
 Date the debt was authorized:   
 4-6 Does the entity intend to issue debt within the next calendar year?  
 If yes: How much? \$ -  
 4-7 Does the entity have debt that has been refinanced that it is still responsible for?  
 If yes: What is the amount outstanding? \$ -  
 4-8 Does the entity have any lease agreements?  
 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?   
 What are the annual lease payments? \$ -

☐ ☐  
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## PART 5 - CASH AND INVESTMENTS

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

AMOUNT TOTAL

Please use this space to provide any explanations or comments:

5-1 YEAR-END Total of ALL Checking and Savings accounts	\$ 4,282	
5-2 Certificates of deposit	\$ -	
<b>TOTAL CASH DEPOSITS</b>		<b>\$ 4,282</b>

Investments (if investment is a mutual fund, please list underlying investments):

CSAFE	\$ 74,135	
CSAFE debt	\$ 184,899	
5-3 UMB corp trust	\$ 152,900	
	\$ -	
<b>TOTAL INVESTMENTS</b>		<b>\$ 411,934</b>
<b>TOTAL CASH AND INVESTMENTS</b>		<b>\$ 416,216</b>

Please answer the following question by marking in the appropriate box

YES NO N/A

- 5-4 Are the entity's Investments legal in accordance with Section 24-75-601, et seq., C.R.S.?  
 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:

☐ ☐ ☐  
☐ ☐ ☐

## 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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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:	<input type="checkbox"/>	<input type="checkbox"/>	

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	\$ 1,982,329	\$ -	\$ -	\$ 1,982,329
Construction In Progress (CIP)	\$ -	\$ -	\$ -	\$ -
fencing and entryway monuments	\$ 402,000	\$ -	\$ -	\$ 402,000
Accumulated Depreciation (Enter a negative, or credit, balance)	\$ (128,640)	\$ (16,080)	\$ -	\$ (144,720)
<b>TOTAL</b>	<b>\$ 2,255,689</b>	<b>\$ (16,080)</b>	<b>\$ -</b>	<b>\$ 2,239,609</b>

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)	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

\*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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7-2 Does the entity have a volunteer firemen's pension plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

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

Please use this space to provide any explanations or comments:

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:

☒      ☐      ☐

8-2 Did the entity pass an appropriations resolution in accordance with Section 29-1-108 C.R.S.? If no, MUST explain:

☒      ☐      ☐

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

Fund Name	Budgeted Expenditures/Expenses
General Fund	\$ 144,839
Debt Service Fund	\$ 188,065
	\$ -
	\$ -

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

Please answer the following question by marking in the appropriate box

YES      NO

Please use this space to provide any explanations or comments:

9-1 Is the entity in compliance with all the provisions of TABOR [State Constitution, Article X, Section 20(5)]?

☐      ☐

Note: An election to exempt the government from the spending limitations of TABOR does not exempt the

## PART 10 - GENERAL INFORMATION

Please answer the following question by marking in the appropriate box

YES      NO

Please use this space to provide any explanations or comments:

10-1 Is this application for a newly formed governmental entity?

☐      ☒

If yes: Date of formation:

10-2 Has the entity changed its name in the past or current year?

☐      ☒

If Yes: NEW name

PRIOR name

10-3 Is the entity a metropolitan district?

☒      ☐

10-4 Please indicate what services the entity provides:

general maintenance and service debt

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:

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):

Bond Redemption mills	24.000
General/Other mills	11.938
<b>Total mills</b>	<b>35.938</b>

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	\$	418,216	Unrestricted Fund Balan \$	44,846	Total Tax Revenue	318,747
Current Liabilities	\$	29,820	Total Fund Balance \$	53,533	Revenue Paying Debt Service	222,659
Deferred Inflow	\$	292,463	PY Fund Balance \$	38,227	Total Revenue	330,578
			Total Revenue \$	107,917	Total Debt Service Principal	95,000
			Total Expenditures \$	92,811	Total Debt Service Interest	85,965
Governmental			Interfund In \$	-		
Total Cash & Investments	\$	418,216	Interfund Out \$	-	Enterprise Funds	
Transfers In	\$		- Proprietary		Net Position	
Transfers Out	\$		- Current Assets	\$	PY Net Position	
Property Tax	\$	298,840	Deferred Outflow	\$	- Government-Wide	
Debt Service Principal	\$	95,000	Current Liabilities	\$	- Total Outstanding Debt	5,003,370
Total Expenditures	\$	278,598	Deferred Inflow	\$	- Authorized but Unissued	
Total Developer Advances	\$		- Cash & Investments	\$	- Year Authorized	1/0/1900
Total Developer Repayments	\$		- Principal Expense	\$		

# PART 12 - GOVERNING BODY APPROVAL

Please answer the following question by marking in the appropriate box

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

YES

NO

☐

☐

## 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.

#	Full Name	Signature	Date
1	Scott Hasday	I, <u>SCOTT HASDAY</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. Signed <u>[Signature]</u> Date: <u>3/19/2020</u> My term Expires: <u>2022</u>	
2	John Wahl	I, <u>John D. Wahl</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. Signed <u>[Signature]</u> Date: <u>3/19/2020</u> My term Expires: <u>May 2020 2023</u>	
3	Paula J Lindamood	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. Signed _____ Date: _____ My term Expires: <u>2020</u>	
4	Cayle Townsend	I, <u>Cayle Townsend</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. Signed <u>[Signature]</u> Date: <u>3-19-2020</u> My term Expires: <u>May 2022</u>	
5	Todd Maul	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. Signed _____ Date: _____ My term Expires: <u>May 2023</u>	
6		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. Signed _____ Date: _____ My term Expires: _____	
7		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. Signed _____ Date: _____ My term Expires: _____	

# SPRUCE MEADOWS METROPOLITAN DISTRICT

## NOTES TO FINANCIAL STATEMENTS

December 31, 2017

### NOTE 5 – LONG-TERM DEBT OBLIGATIONS (CONTINUED)

The annual maturity schedule to amortize the 2017 General Obligation Note outstanding as of December 31, 2017 is as follows:

	Principal	Interest	Total
2018	\$ 90,000	\$ 88,935	\$ 178,935
2019	95,000	85,965	180,965
2020	100,000	82,830	182,830
2021	105,000	79,530	184,530
2022	110,000	76,065	186,065
2023-2027	630,000	322,410	952,410
2028-2032	795,000	208,230	1,003,230
2033-2036	770,000	64,845	834,845
	<u>\$ 2,695,000</u>	<u>\$ 1,008,810</u>	<u>\$ 3,703,810</u>

### Advance and Reimbursement Agreement

The District has entered into an Advance and Reimbursement Agreement with Spruce Meadows Development, Ltd. (the Developer) whereby the Developer agrees to advance funds to the District for construction, maintenance and operating costs. In addition to advancing monies, the Developer has agreed to fund construction costs and contribute those infrastructure assets to the District in exchange for the District's promise to reimburse the Developer for the costs plus interest at a rate of 7% beginning May 26, 2004. The obligation is not to be construed as multiple fiscal year debt and the repayment is and shall be subordinate to any bond indebtedness.

### NOTE 6 - RISK MANAGEMENT

The District is exposed to various risks of loss related to thefts of, damage to, or destruction of assets; errors or omissions; injuries to employees, or acts of God.

The District is a member of the Colorado Special Districts Property and Liability Pool (Pool) as of December 31, 2017. The Pool is an organization created by intergovernmental agreement to provide property, liability, public officials liability, boiler and machinery and workers compensation coverage to its members. Settled claims have not exceeded this coverage in any of the past three fiscal years.





Office of the State Auditor

Dianne E. Ray, CPA  
State Auditor

June 16, 2020

Board Of Directors  
Spruce Meadows Metropolitan District  
14143 Denver West Pkwy.  
Lakewood, CO 80401

Suite 450

RE: 1194.01

To Whom it May Concern:

We have reviewed the *Application for Exemption from Audit* of the Spruce Meadows Metropolitan District. Based on our review, the application for the year ended 12/31/2019 is approved.

If we may be of any assistance to you, please feel free to call us at 303-869-3000. For further resources see our web site at: [www.colorado.gov/auditor](http://www.colorado.gov/auditor)

Sincerely,

Crystal L. Dorsey, CPA  
Local Government Audit Manager

cc: Colorado Department of Local Affairs  
Division of Local Governments



We Set the Standard for Good Government

# SPRUCE MEADOWS METROPOLITAN DISTRICT

c/o Vista Management Associates, Inc.

8700 Turnpike Drive, Suite 230

Westminster, CO 80031

303.429.2611

Fax: 303.429.2632

## GROUNDS MAINTENANCE 2021

CONTRACTOR	Total Cost	
CoCal	\$26,700	
EDI	\$23,653.46	*Current contract - \$22,965
LMI	\$31,007.61	
BrightView	\$33,500	
High Plains	\$45,000	



# STANDARD MAINTENANCE AGREEMENT

## Environmental Designs, Inc.

12511 E. 112th. Avenue  
Henderson, CO 80640  
303-287-9113 Office  
303-287-0340 Fax

EDI Contact: Tom Eudaley

For Internal Use Only

Name/Crew	Date
STP: _____	
Done By: _____	
Posted: _____	
Invoiced: _____	
Proposal #: <b>89521</b>	

Project Name: Spruce Meadows Metro District  
Project Address: 8700 Turnlike Drive #230  
Westminster, CO 80031

Billing Name: Spruce Meadows Metro District  
Billing Address: 8700 Turnlike Drive #230  
Westminster, CO 80031

Contact Name: Cindy Combs  
E-Mail: [cindy@vistamgmt.com](mailto:cindy@vistamgmt.com)

Contact Number: 303-429-2611  
Contact Fax:

THIS AGREEMENT made on  
**ENVIRONMENTAL DESIGNS, INC.**  
**Spruce Meadows Metro District**

**August 21, 2020** by and between,  
hereinafter called the Contractor and,  
hereinafter called the Client.

Witnesseth, that the Contractor and the Client for the considerations named agree as follows:

### ARTICLE I TERM

- A) The terms of this agreement shall be for **12** months, commencing from **January 1, 2021** and shall terminate on **December 31, 2021** unless otherwise allowed within the terms of this agreement.

### ARTICLE II DEFINITIONS

- A) The term "CLIENT" where used in this Agreement shall mean: **Spruce Meadows Metro District** or any duly authorized representative thereof.  
B) The term "CONTRACTOR" where used in this Agreement shall mean: **Environmental Designs, Inc.**

### ARTICLE III SCOPE

- A) Under this Agreement, Contractor shall provide complete grounds maintenance during said Term including Lawn and Grounds Services, Tree and Shrub Care, Fertilizations, Chemical Control, and/or any other services made applicable and outlined within this Agreement.

### ARTICLE IV GENERAL PROVISIONS

- A) The Contractor shall furnish all labor, materials, and equipment to perform the maintenance operations in accordance with the requirements herein specified.  
B) The Contractor shall be responsible for any damages caused by his work force while performing the requirements of this agreement. The Contractor shall provide Labor and Materials for the repair or replacement of these damages.  
C) This proposal shall expire unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the offering party receives notice of acceptance within thirty (30) calendar days of the date of this contract. If accepted, this document shall become a contract between Client and Contractor. A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between Client and Contractor.  
D) This agreement constitutes the entire contract between the Client and Contractor, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this contract. No subsequent modification of any of the terms of this contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by both the Client and an authorized agent of Contractor. Any obligation in this contract that, by its terms, is intended to be performed after completion shall survive the same.

### ARTICLE V SERVICES PROVIDED UNDER THIS AGREEMENT

- A) **WEEKLY SERVICES**  
1) Weekly Services shall be performed one time weekly except in April and October, which will be mowed twice per month, or as needed.  
2) All turf areas shall be trimmed by mechanical means in those areas inaccessible to mowers so as to present a well-groomed appearance.  
3) Edging services will be performed along all concrete walks and shall be scheduled one time monthly during the mowing season.  
4) At the time of mowing, all turf, shrub, rock, and garden areas shall be policed for the removal of loose trash and debris.  
5) Grass clippings will be blown from walks, porches, and curb lines.

B) **FERTILIZATION**

- 1) Two fertilizations are included under this agreement. Typically, these applications shall include Iron and a slow release Nitrogen.

C) **AERATION**

- 1) One core aeration is included under this agreement. Additional aerations can be performed upon request and shall be billed upon completion.

D) **SEASONAL CLEAN-UPS**

- 1) One Spring Season Clean-up and one Fall Season Clean-up are included under this agreement.

E) **TREE AND SHRUB CARE**

- 1) Pruning and shaping shall be done in early summer. Nuisance growth shall be done as needed throughout the length of the contract, including plant overgrowth on sidewalks and street visibility problems.
- 2) This Agreement includes minor pruning to correct damages and removal of dead or dying branches and limbs of all shrubs and trees under 12' in height.
- 3) Large tree trimming and removal or major tree and shrub shaping and pruning are available upon request at an additional cost.

F) **SPRINKLER SYSTEM MAINTENANCE AND CONTROL**

- 1) In the event of a non-operable condition, caused by other than the mowing operations, sprinkler system repairs will be made as necessary and billed as follows:
  - i) Sprinkler system repairs are \$68.00 per hour plus materials and machine if required. This includes raising and lowering heads, clearing of plugged lines, replacement of broken or missing heads (due to other than the Contractor), redesign work, additions, valve locating, clock or toning or tracing wire(s) and anything that requires digging or excavation.
  - ii) Winterization and spring activation of sprinkler system is included in this Agreement. Necessary repairs will be billed at \$68.00 per man-hour plus materials.
  - iii) Contractor provides 24-hour emergency service. There is a two hour minimum for any emergency call.
- 2) Sprinkler system checks and adjustments will be completed as necessary to ensure proper operations.
- 3) Included in sprinkler check is clearing plugged nozzles, sprinkler pattern adjustments and seasonal clock adjustments.
- 4) These checks will not include necessary parts, redesign, digging or excavation.
- 5) Any damages, as the result of contractors work will be repaired promptly, by the Contractor at no charge to Client.

G) **CHEMICAL CONTROL PLAN**

- 1) The Contractor shall provide a pre-emergent weed control to all beds, if needed, one time per year.
- 2) Two broadleaf weed applications in turf beds are included under this agreement.
- 3) Paved areas will be sprayed for weeds, where needed, up to three times per year.
- 4) The Contractor shall provide a post-emergent herbicide as needed to all beds, during the growing season.
- 5) The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause further damage to turf, trees, or shrubs.
- 6) The Contractor shall provide for the complete safety of the user(s), the public, residents, and their properties.
- 7) The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.
- 8) **Commercial Applicators are licensed by the Colorado Department of Agriculture.**

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## ARTICLE VI TERMINATION

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- A) Either party may terminate this Agreement by written notice by certified mail to the other party. Notice to be given at least thirty (30) days prior to the effective date of such termination.
- B) Contractor and Client agree that the work performed is proportionally greater during the growing season. In the event of termination full payment for actual services performed or materials provided become due and payable on or before date of termination. In the event of pre-payment of services or materials not performed or provided, a refund will be due and payable on termination date.
- C) In the event that Contractor cannot secure an adequate labor force to perform the work as outline within this agreement, at the sole discretion of Contractor, Contractor may cancel this agreement without penalty from Client subject to notification as outlined above.
- D) If payment for services rendered is delinquent by thirty (30) days or more, Environmental Designs, Inc. reserves the right to suspend services until the account is made current without any breach of contract.

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## ARTICLE VII INSURANCE

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- A) The Contractor shall at all times be covered by adequate liability and workers compensation insurance. The Contractor shall provide proof of coverage to the client prior to work being performed.

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## ARTICLE VIII AMENDMENTS

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- A) Additional work performed on behalf of Client shall be attached hereto as an amendment to this Agreement and both parties agree to adhere to all terms as outlined herein.

**.01 WEEKLY SERVICES****Description**

Weekly Services - Mow, Trim, Edge, Blow, Trash, Bed Weeds  
Weekly Services - Non-Selective Weed Control - Beds  
Weekly Services - Mow 21"  
Weekly Services - Mow 36"  
Weekly Services - Mow 48"  
Weekly Services - Mow 60"  
Weekly Services - Trim/Edge/Blow (Total Square Feet of Turf)  
Weekly Services - Trash Clean-up (Turf/Beds)  
Weekly Services - Misc. Labor (Divide by 26)  
Weekly Services - Mobilization per Day

**.02 FERTILIZATION****Description**

Fertilization Round 1 - Labor  
Fertilization Round 1 - Fertilizer (1 Bag per 10,000 SF)  
Fertilization Round 2 - Labor  
Fertilization Round 2 - Fertilizer (1 Bag per 10,000 SF)  
Fertilization Round 1 - ATV  
Fertilization Round 1 - Walk Behind  
Fertilization Round 2 - ATV  
Fertilization Round 2 - Walk Behind  
Fertilization Round 1 - Misc. Labor  
Fertilization Round 2 - Misc. Labor

**.03 AERATION****Description**

Aeration Round 1  
Aeration Round 1 - Tow Behind  
Aeration Round 1 - Walk Behind  
Aeration Round 1 - Mobilization per Trip  
Aeration Round 1 - Misc. Labor

**.04 SEASONAL CLEAN-UP****Description**

Spring Cleanup  
Fall/Leaf Cleanup  
Spring Cleanup Disposal: 4yds/Acre  
Fall/Leaf Cleanup Disposal: 4yds/Acre

**.05 TREE AND SHRUB CARE****Description**

Pruning Round 1 - Labor  
Pruning Round 1 - Disposal  
Pruning Touchup - Labor  
Pruning Touchup - Disposal  
Ornamental Grasses/Perennials - Annual Cutback - Labor  
Ornamental & Perennials Disposal  
Pruning Round 1 - (0-2') Small Shrubs  
Pruning Round 1 - (2-4') Medium Shrubs  
Pruning Round 1 - (4'+) Large Shrubs  
Pruning Round 1 - Trees  
Pruning Touchup - (0-2') Small Shrubs  
Pruning Touchup - (2-4') Medium Shrubs  
Pruning Touchup - (4'+) Large Shrubs  
Pruning Touchup - Trees  
Pruning Sm. Ornamental Grasses/Perennials - Annual Cutback  
Ornamental Grasses/Perennials - Misc. Labor  
Pruning Round 1 - Misc. Labor  
Pruning Touchup - Misc. Labor  
Pruning Lg. Ornamental Grasses - Annual Cutback

**.06 IRRIGATION SYSTEM MAINTENANCE**

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**Description**

Irrigation Repairs  
Irrigation Check - Bi-Weekly (14)  
Irrigation Activation  
Irrigation Winterization  
Irrigation Repairs  
Irrigation Check - Bi-Weekly (14)  
Irrigation Activation Mobilization  
Irrigation Activation  
Irrigation Check Mobilization Bi-Weekly (14)  
Irrigation Winterization Mobilization  
Irrigation Winterization

**.07 WEED CONTROL**

---

**Description**

Broadleaf Application Round 1  
Broadleaf Application Round 2  
Broadleaf Application Round 1 - Mobilization per Trip  
Broadleaf Application Round 2 - Mobilization per Trip  
Broadleaf Application Round 1 - ATV  
Broadleaf Application Round 1 - Truck  
Broadleaf Application Round 2 - ATV  
Broadleaf Application Round 2 - Truck

**07 ADDITIONAL WEED CONTROL SERVICES**

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**Description**

Broadleaf Application Round 3  
Pre-Emergent Application - Mobilization per Trip  
Broadleaf Application Round 3 - Mobilization per Trip  
Broadleaf Application Round 3 - ATV  
Broadleaf Application Round 3 - Truck  
Pre-emergent - Beds - Backpack - Gallery (HR)  
Pre-emergent - Beds - Backpack - Gallery (KSF)

**08 WINTER SERVICES**

---

**Description**

Winter Services  
Winter Services - Mobilization  
Winter Services - Trash Clean-up  
Winter Services - Trash Clean-up (High Traffic Site)

Winter Services are included under this agreement and shall consist of a weekly policing of the property for removal of loose trash & debris and weekly monitoring of dog stations if included in this agreement.

## ARTICLE IX

## ADDITIONAL SERVICES INCLUDED UNDER THIS AGREEMENT

### 14 NATIVE MOWING

#### Description

Native Mowing Round 1  
Native Mowing Round 2  
Native Mowing Round 3  
Native Mowing Round 4  
Native Mowing Round 5  
Native Mowing Round 1 - Mobilization  
Native Mowing Round 1 - 48"  
Native Mowing Round 1 - 60"  
Native Mowing Round 1 - Line Trim  
Native Mowing Round 2 - Mobilization  
Native Mowing Round 2 - 48"  
Native Mowing Round 2 - 60"  
Native Mowing Round 2 - Line Trim  
Native Mowing Round 3 - Mobilization  
Native Mowing Round 3 - 48"  
Native Mowing Round 3 - 60"  
Native Mowing Round 3 - Line Trim  
Native Mowing Round 4 - Mobilization  
Native Mowing Round 4 - 48"  
Native Mowing Round 4 - 60"  
Native Mowing Round 4 - Line Trim  
Native Mowing Round 5 - Mobilization  
Native Mowing Round 5 - 48"  
Native Mowing Round 5 - 60"  
Native Mowing Round 5 - Line Trim  
Native Mowing Round 1 - Labor By Hour  
Native Mowing Round 2 - Labor By Hour  
Native Mowing Round 3 - Labor By Hour  
Native Mowing Round 4 - Labor By Hour  
Native Mowing Round 5 - Labor By Hour  
Native Mowing Round 1 - Skid  
Native Mowing Round 2 - Skid  
Native Mowing Round 3 - Skid  
Native Mowing Round 4 - Skid  
Native Mowing Round 5 - Skid

### 99 SITE INSPECTION

#### Description

Site Inspection - Account Manager

## ARTICLE X

## ADDITIONAL SERVICES AVAILABLE

- A) The Contractor offers the following services to complete their Landscape Maintenance & Construction Package:
- 1) All sizes of landscape construction projects, both residential and commercial.
  - 2) Irrigation system design, installation & service.
  - 3) Annual Floral Color design, installation, and maintenance including beds, pots, hanging pots, decks, etc.
  - 4) Replacement of or addition of , trees, shrubs and perennial flowers.
  - 5) Chemical spraying and/or foliar feeding for trees and shrubs.
  - 6) Landscape design by in house Architects and Designers.
  - 7) Estate maintenance packages.
  - 8) Native Areas can be mowed by request at an additional charge.

## ARTICLE XI

## PAYMENT SCHEDULE

- A) All payments are to be made on or before that last day of each month. Billing cycle will be processed on the first for services performed for that month. Time and material charges will be invoiced separately and will be due NET 30 from date of invoice.
- B) Payments past due fifteen (15) days shall incur a finance charge of 1.5% per month (18% per annum). ENVIRONMENTAL DESIGNS, INC. or its assignee shall be entitled to collect all reasonable costs and expenses of collection, including, but not limited to, reasonable attorney fees.
- C) Client, or Client's agent, shall pay the Contractor, for material, equipment and labor to be performed under this agreement in the sum of: **\$24,836.13**
- D) To be paid as follows:

ARTICLE IX

ADDITIONAL SERVICES INCLUDED UNDER THIS AGREEMENT

1) The Contract Total for services to be performed during the Contract Period is \$24,836.13 and shall be paid in 12 monthly payments of \$2,069.68 to cover services performed from January 1, 2021 to December 31, 2021 .

ARTICLE XII

ADDITIONAL PROVISIONS

There are no Additional Provisions at this time.

ARTICLE XIII

ACCEPTANCE

ENVIRONMENTAL DESIGNS, INC.  
12511 E. 112th. Avenue  
Henderson, CO 80640  
303-287-9113

8700 Turnlike Drive #230  
Westminster, CO 80031  
303-429-2611

Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_



**Spruce Meadows Metropolitan District**  
**Balance Sheet**  
**9/30/2020**

	<u>Operating</u>	<u>Debt Service</u>	<u>Total</u>
<b>Assets</b>			
<u>Cash - Operating</u>			
1010 - Cash - Operating - Citywide Bank	\$10,094.08		\$10,094.08
1012 - Cash - CSafe - O&M	\$71,652.77		\$71,652.77
<u>Total Cash - Operating</u>	<u>\$81,746.85</u>		<u>\$81,746.85</u>
<u>Cash - Debt Service</u>			
1220 - Cash - CSafe - Debt Service		\$186,726.06	\$186,726.06
1221 - UMB Corp Trust Pledged 938.2		\$303,971.24	\$303,971.24
1222 - UMB Corp Trust Loan Pymt 938.1		\$214.94	\$214.94
<u>Total Cash - Debt Service</u>		<u>\$490,912.24</u>	<u>\$490,912.24</u>
<u>Asset</u>			
1720 - Prepaid Insurance	\$4,937.00		\$4,937.00
2000 - Cost of Refunding		\$272,886.00	\$272,886.00
2020 - Accum Depr - Fix & Furn	(\$128,640.00)		(\$128,640.00)
2040 - Capital Improvements	\$2,357,466.59		\$2,357,466.59
<u>Total Asset</u>	<u>\$2,233,763.59</u>	<u>\$272,886.00</u>	<u>\$2,506,649.59</u>
<i>Assets Total</i>	\$2,315,510.44	\$763,798.24	\$3,079,308.68
<b>Liabilities &amp; Equity</b>			
	<u>Operating</u>	<u>Debt Service</u>	<u>Total</u>
<u>Liability</u>			
3080 - 2017 Bond 12-01-2036		\$2,510,000.00	\$2,510,000.00
3090 - Due to Developer (Loan)		\$1,549,615.00	\$1,549,615.00
3111 - Developer Loan Operating Interest		\$939,755.00	\$939,755.00
<u>Total Liability</u>	<u>\$0.00</u>	<u>\$4,999,370.00</u>	<u>\$4,999,370.00</u>
<u>Equity</u>			
5880 - Capital Improvements Interest	\$48.83		\$48.83
5890 - Debt Service Fund Balance		\$806,193.50	\$806,193.50
<u>Total Equity</u>	<u>\$48.83</u>	<u>\$806,193.50</u>	<u>\$806,242.33</u>
<u>Retained Earnings</u>	(\$2,947,674.90)	\$36,672.46	(\$2,911,002.44)
<u>Net Income</u>	\$33,151.53	\$151,547.26	\$184,698.79
<i>Liabilities and Equity Total</i>	(\$2,914,474.54)	\$5,993,783.22	\$3,079,308.68

**Spruce Meadows Metropolitan District**  
**Budget Comparison Report - Operating**  
**9/1/2020 - 9/30/2020**

	9/1/2020 - 9/30/2020			1/1/2020 - 9/30/2020			
	Actual	Budget	Variance	Actual	Budget	Variance	Annual Budget
<b>Income</b>							
<u>Income</u>							
6110 - Beginning Fund Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$1,343.00	(\$1,343.00)	\$1,343.00
6111 - Transfer CSAFE O&M Existing Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$13,000.00	(\$13,000.00)	\$13,000.00
6120 - Property Tax Income	\$5,150.30	\$8,333.00	(\$3,182.70)	\$96,489.16	\$74,997.00	\$21,492.16	\$99,996.00
6170 - Senior/Veteran Homestead Exemption	\$0.00	\$0.00	\$0.00	\$222.89	\$0.00	\$222.89	\$0.00
6200 - Specific Ownership Tax Income	\$516.75	\$466.67	\$50.08	\$4,188.02	\$4,200.03	(\$12.01)	\$5,600.00
6210 - Specific Ownership Class A & F	\$4.33	\$0.00	\$4.33	\$34.51	\$0.00	\$34.51	\$0.00
6220 - Current Interest on Taxes	\$172.82	\$125.00	\$47.82	\$272.26	\$1,125.00	(\$852.74)	\$1,500.00
6225 - Delinquent Interest on Taxes	\$91.88	\$0.00	\$91.88	\$91.88	\$0.00	\$91.88	\$0.00
6810 - Interest Income - Operating	\$6.32	\$0.00	\$6.32	\$325.55	\$0.00	\$325.55	\$0.00
<u>Total Income</u>	\$5,942.40	\$8,924.67	(\$2,982.27)	\$101,624.27	\$94,665.03	\$6,959.24	\$121,439.00
<b>Total Income</b>	\$5,942.40	\$8,924.67	(\$2,982.27)	\$101,624.27	\$94,665.03	\$6,959.24	\$121,439.00
<b>Expense</b>							
<u>Admin/Management/Prof</u>							
7110 - Audit	\$0.00	\$0.00	\$0.00	\$0.00	\$1,150.00	\$1,150.00	\$1,150.00
7130 - Dues	\$0.00	\$62.50	\$62.50	\$362.66	\$562.50	\$199.84	\$750.00
7140 - Engineering	\$1,523.50	\$416.67	(\$1,106.83)	\$1,523.50	\$3,750.03	\$2,226.53	\$5,000.00
7170 - Insurance	\$0.00	\$416.67	\$416.67	\$0.00	\$3,750.03	\$3,750.03	\$5,000.00
7180 - Legal Fees	\$904.39	\$1,583.33	\$678.94	\$6,692.75	\$14,249.97	\$7,557.22	\$19,000.00
7210 - Management Fees	\$824.00	\$824.00	\$0.00	\$7,416.00	\$7,416.00	\$0.00	\$9,888.00
7340 - Office Supplies/Postage/Cour	\$3.32	\$25.00	\$21.68	\$81.93	\$225.00	\$143.07	\$300.00
7380 - Repayment of Developer Advan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,000.00
7420 - Treasurer Fees	\$81.22	\$145.83	\$64.61	\$1,456.12	\$1,312.47	(\$143.65)	\$1,750.00
<u>Total Admin/Management/Prof</u>	\$3,336.43	\$3,474.00	\$137.57	\$17,532.96	\$32,416.00	\$14,883.04	\$46,838.00
<u>Landscaping/Grounds</u>							
7580 - Maintenance of District Comm	\$2,134.32	\$4,583.33	\$2,449.01	\$41,183.63	\$41,249.97	\$66.34	\$55,000.00
<u>Total Landscaping/Grounds</u>	\$2,134.32	\$4,583.33	\$2,449.01	\$41,183.63	\$41,249.97	\$66.34	\$55,000.00
<u>Utilities</u>							
8030 - Utilities of Common Area	\$3,079.32	\$1,250.00	(\$1,829.32)	\$9,756.15	\$11,250.00	\$1,493.85	\$15,000.00
<u>Total Utilities</u>	\$3,079.32	\$1,250.00	(\$1,829.32)	\$9,756.15	\$11,250.00	\$1,493.85	\$15,000.00
<b>Total Expense</b>	\$8,550.07	\$9,307.33	\$757.26	\$68,472.74	\$84,915.97	\$16,443.23	\$116,838.00
Operating Net Income	(\$2,607.67)	(\$382.66)	(\$2,225.01)	\$33,151.53	\$9,749.06	\$23,402.47	\$4,601.00
Net Income	(\$2,607.67)	(\$382.66)	(\$2,225.01)	\$33,151.53	\$9,749.06	\$23,402.47	\$4,601.00

**Spruce Meadows Metropolitan District**  
**Budget Comparison Report - Debt Service**  
**9/1/2020 - 9/30/2020**

	9/1/2020 - 9/30/2020			1/1/2020 - 9/30/2020			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
<b>Income</b>							
<u>Income</u>							
6110 - Beginning Fund Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$330,775.00	(\$330,775.00)	\$330,775.00
6120 - Property Tax Income	\$9,913.00	\$16,038.92	(\$6,125.92)	\$185,716.80	\$144,350.28	\$41,366.52	\$192,467.00
6170 - Senior/Veteran Homestead Exemption	\$0.00	\$0.00	\$0.00	\$429.00	\$0.00	\$429.00	\$0.00
6200 - Specific Ownership Tax Income	\$994.62	\$1,083.33	(\$88.71)	\$8,106.59	\$9,749.97	(\$1,643.38)	\$13,000.00
6210 - Specific Ownership Class A & F	\$8.33	\$0.00	\$8.33	\$66.87	\$0.00	\$66.87	\$0.00
6220 - Current Interest on Taxes	\$332.62	\$166.67	\$165.95	\$524.01	\$1,500.03	(\$976.02)	\$2,000.00
6225 - Delinquent Interest on Taxes	\$235.12	\$0.00	\$235.12	\$235.12	\$0.00	\$235.12	\$0.00
6811 - Interest Income - Debt Service	\$44.49	\$0.00	\$44.49	\$2,305.75	\$0.00	\$2,305.75	\$0.00
6812 - Expenses/Fees Bank - Debt Service	(\$2.35)	\$0.00	(\$2.35)	(\$118.28)	\$0.00	(\$118.28)	\$0.00
<u>Total Income</u>	\$11,525.83	\$17,288.92	(\$5,763.09)	\$197,265.86	\$486,375.28	(\$289,109.42)	\$538,242.00
<b>Total Income</b>	\$11,525.83	\$17,288.92	(\$5,763.09)	\$197,265.86	\$486,375.28	(\$289,109.42)	\$538,242.00
<b>Expense</b>							
<u>Admin/Management/Prof</u>							
7150 - Interest on Loan Payment - Debt Svc	\$0.00	\$0.00	\$0.00	\$41,415.00	\$0.00	(\$41,415.00)	\$82,830.00
7320 - Miscellaneous	\$0.00	\$83.33	\$83.33	\$0.00	\$749.97	\$749.97	\$1,000.00
7360 - Principal on Loan - Debt Svc	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00
7420 - Treasurer Fees	\$157.22	\$383.33	\$226.11	\$2,803.60	\$3,449.97	\$646.37	\$4,600.00
7430 - Trustee Fees	\$0.00	\$125.00	\$125.00	\$1,500.00	\$1,125.00	(\$375.00)	\$1,500.00
<u>Total Admin/Management/Prof</u>	\$157.22	\$591.66	\$434.44	\$45,718.60	\$5,324.94	(\$40,393.66)	\$189,930.00
<b>Total Expense</b>	\$157.22	\$591.66	\$434.44	\$45,718.60	\$5,324.94	(\$40,393.66)	\$189,930.00
Operating Net Income	\$11,368.61	\$16,697.26	(\$5,328.65)	\$151,547.26	\$481,050.34	(\$329,503.08)	\$348,312.00
Net Income	\$11,368.61	\$16,697.26	(\$5,328.65)	\$151,547.26	\$481,050.34	(\$329,503.08)	\$348,312.00

**Spruce Meadows Metropolitan District**  
**Accounts Payable Aging Report**  
**Period Through: 9/30/2020**

Payee	Invoice	Invoice Date	Due Date	Description	Expense	Total	Current	30 Days	60 Days	90 Days
Totals:						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**Spruce Meadows Metropolitan District**  
**Check Register**  
**9/1/2020 - 9/30/2020**

Account #	Check #	Check Date Invoice	Vendor or Payee Line Item	Check Amt	Expense Account	Invoice	Paid
1010	On-Line	9/11/2020	City and County of Broomfield	\$95.49			
		172098223 920	Irrigation		8030 Utilities of Common Area	\$95.49	\$95.49
1010	On-Line	9/11/2020	City and County of Broomfield	\$79.09			
		172098159 920	Irrigatin		8030 Utilities of Common Area	\$79.09	\$79.09
1010	On-Line	9/11/2020	City and County of Broomfield	\$184.13			
		152350795 920	Irrigation		8030 Utilities of Common Area	\$184.13	\$184.13
1010	On-Line	9/11/2020	City and County of Broomfield	\$1,266.94			
		152350796 920	Irrigation		8030 Utilities of Common Area	\$1,266.94	\$1,266.94
1010	On-Line	9/11/2020	City and County of Broomfield	\$758.13			
		152350793 920	Irrigation		8030 Utilities of Common Area	\$758.13	\$758.13
1010	On-Line	9/11/2020	City and County of Broomfield	\$446.53			
		152350794 920	Irrigation		8030 Utilities of Common Area	\$446.53	\$446.53
1010	On-Line	9/11/2020	City and County of Broomfield	\$72.61			
		172098158 920	Irrigation		8030 Utilities of Common Area	\$72.61	\$72.61
1010	3450	9/23/2020	White Bear Ankele Tanaka & Waldron	\$904.39			
		12060	Legal Fees		7180 Legal Fees	\$904.39	\$904.39
1010	3451	9/23/2020	Environmental Design, Inc.	\$2,134.32			
		132568	Irrigation Repairs		7580 Maintenance of District Comm	\$163.20	\$163.20
		133148	Monthly Contract		7580 Maintenance of District Comm	\$1,971.12	\$1,971.12
1010	3452	9/23/2020	Vista Management Associates, Inc.	\$827.32			
		17087	Aug Reimb/Sept Mgmt		7340 Office Supplies/Postage/Cour	\$3.32	\$3.32
		17087	Aug Reimb/Sept Mgmt		7210 Management Fees	\$824.00	\$824.00
1010	3453	9/23/2020	Atwell, LLC	\$1,523.50			
		0241103	Annual Certification		7140 Engineering	\$1,523.50	\$1,523.50
1010	On-Line	9/24/2020	United Power	\$29.80			
		10594400 1020	Sprinkler Timer		8030 Utilities of Common Area	\$29.80	\$29.80
1010	On-Line	9/24/2020	United Power	\$22.41			
		10599400 1020	Sprinkler Timer		8030 Utilities of Common Area	\$22.41	\$22.41
1010	On-Line	9/24/2020	United Power	\$33.44			
		10600900					

		1020	Sprinkler Timer		8030 Utilities of Common Area	\$33.44	\$33.44
1010	On-Line	9/24/2020	United Power	\$22.89			
		10601000 1020	Sprinkler Timer		8030 Utilities of Common Area	\$22.89	\$22.89
1010	On-Line	9/24/2020	United Power	\$22.43			
		13718900 1020	Controller		8030 Utilities of Common Area	\$22.43	\$22.43
1010	On-Line	9/24/2020	United Power	\$22.42			
		13719100 1020	Controller		8030 Utilities of Common Area	\$22.42	\$22.42
1010	On-Line	9/24/2020	United Power	\$23.01			
		13719200 1020	Controller		8030 Utilities of Common Area	\$23.01	\$23.01
Total:				<u>\$8,468.85</u>			

**Spruce Meadows Metropolitan District**  
**General Ledger Report**  
**9/1/2020 - 9/30/2020**

**Account: 1010 - Cash - Operating -  
Citywide Bank**

Posting Date	Source Description	Long Desc.	Cost Center	Debit	Credit	Balance
<b>Beginning Balance</b>						\$18,562.93
9/11/2020	AP Payment: City and County of Broomfield, On-Line Payment, Invoice #: 172098223 920		Operating	\$95.49	\$18,467.44	
9/11/2020	AP Payment: City and County of Broomfield, On-Line Payment, Invoice #: 172098159 920		Operating	\$79.09	\$18,388.35	
9/11/2020	AP Payment: City and County of Broomfield, On-Line Payment, Invoice #: 152350795 920		Operating	\$184.13	\$18,204.22	
9/11/2020	AP Payment: City and County of Broomfield, On-Line Payment, Invoice #: 152350796 920		Operating	\$1,266.94	\$16,937.28	
9/11/2020	AP Payment: City and County of Broomfield, On-Line Payment, Invoice #: 152350793 920		Operating	\$758.13	\$16,179.15	
9/11/2020	AP Payment: City and County of Broomfield, On-Line Payment, Invoice #: 152350794 920		Operating	\$446.53	\$15,732.62	
9/11/2020	AP Payment: City and County of Broomfield, On-Line Payment, Invoice #: 172098158 920		Operating	\$72.61	\$15,660.01	
9/23/2020	AP Payment: White Bear Ankele Tanaka & Waldron, Check #: 3450, Invoice #: 12060		Operating	\$904.39	\$14,755.62	
9/23/2020	AP Payment: Environmental Design, Inc., Check #: 3451, Invoice #: 132568, 133148		Operating	\$2,134.32	\$12,621.30	
9/23/2020	AP Payment: Vista Management Associates, Inc., Check #: 3452, Invoice #: 17087		Operating	\$827.32	\$11,793.98	
9/23/2020	AP Payment: Atwell, LLC, Check #: 3453, Invoice #: 0241103		Operating	\$1,523.50	\$10,270.48	
9/24/2020	AP Payment: United Power, On-Line Payment, Invoice #: 10594400 1020		Operating	\$29.80	\$10,240.68	
9/24/2020	AP Payment: United Power, On-Line Payment, Invoice #: 10599400 1020		Operating	\$22.41	\$10,218.27	
9/24/2020	AP Payment: United Power, On-Line Payment, Invoice #: 10600900 1020		Operating	\$33.44	\$10,184.83	
9/24/2020	AP Payment: United Power, On-Line Payment, Invoice #: 10601000 1020		Operating	\$22.89	\$10,161.94	
9/24/2020	AP Payment: United Power, On-Line Payment, Invoice #: 13718900 1020		Operating	\$22.43	\$10,139.51	
9/24/2020	AP Payment: United Power, On-Line Payment, Invoice #: 13719100 1020		Operating	\$22.42	\$10,117.09	
9/24/2020	AP Payment: United Power, On-Line Payment, Invoice #: 13719200 1020		Operating	\$23.01	\$10,094.08	
<b>Account Total</b>				\$0.00	\$8,468.85	\$10,094.08

**Account: 1012 - Cash - CSafe - O&M**

Posting Date	Source Description	Long Desc.	Cost Center	Debit	Credit	Balance
<b>Beginning Balance</b>						\$65,791.59
9/10/2020	GL Tax Deposit O&M September 2020		Operating	\$5,854.86		\$71,646.45
9/30/2020	Bank Statement Interest		Operating	\$6.32		\$71,652.77
<b>Account Total</b>				\$5,861.18	\$0.00	\$71,652.77

**Account: 1220 - Cash - CSafe - Debt Service**

Posting Date	Source Description	Long Desc.	Cost Center	Debit	Credit	Balance
<b>Beginning Balance</b>						\$186,682.41
9/10/2020	GL Tax Deposit Debt Svc Sept 2020		Debt Service	\$11,326.47		\$198,008.88
9/16/2020	GL Wire trans from Debt Svc to UMB Pledged 938.2		Debt Service		\$11,300.00	\$186,708.88
9/30/2020	Bank Statement Interest		Debt Service	\$17.18		\$186,726.06
<b>Account Total</b>				\$11,343.65	\$11,300.00	\$186,726.06

**Spruce Meadows Metropolitan District**  
**General Ledger Report**  
**9/1/2020 - 9/30/2020**

**Account: 1221 - UMB Corp Trust Pledged**  
**938.2**

Posting Date	Source	Description	Long Desc.	Cost Center	Debit	Credit	Balance
<b>Beginning Balance</b>							\$292,646.28
9/16/2020	GL	Wire trans from Debt Svc to UMB Pledged 938.2		Debt Service	\$11,300.00		\$303,946.28
9/30/2020		Bank Statement Interest		Debt Service	\$27.31		\$303,973.59
9/30/2020		Bank Statement Fees		Debt Service		\$2.35	\$303,971.24
<b>Account Total</b>					\$11,327.31	\$2.35	\$303,971.24

**Account: 1222 - UMB Corp Trust Loan**  
**Pymt 938.1**

Posting Date	Source	Description	Long Desc.	Cost Center	Debit	Credit	Balance
<b>Beginning Balance</b>							\$214.94
<b>Account Total</b>					\$0.00	\$0.00	\$214.94

**Account: 1720 - Prepaid Insurance**

Posting Date	Source	Description	Long Desc.	Cost Center	Debit	Credit	Balance
<b>Beginning Balance</b>							\$4,937.00
<b>Account Total</b>					\$0.00	\$0.00	\$4,937.00

**Account: 2000 - Cost of Refunding**

Posting Date	Source	Description	Long Desc.	Cost Center	Debit	Credit	Balance
<b>Beginning Balance</b>							\$272,886.00
<b>Account Total</b>					\$0.00	\$0.00	\$272,886.00

**Account: 2020 - Accum Depr - Fix & Furn**

Posting Date	Source	Description	Long Desc.	Cost Center	Debit	Credit	Balance
<b>Beginning Balance</b>							(\$128,640.00)
<b>Account Total</b>					\$0.00	\$0.00	(\$128,640.00)

**Account: 2040 - Capital Improvements**

Posting Date	Source	Description	Long Desc.	Cost Center	Debit	Credit	Balance
<b>Beginning Balance</b>							\$2,357,466.59
<b>Account Total</b>					\$0.00	\$0.00	\$2,357,466.59

**Account: 3010 - A/P Clearing Account**

Posting Date	Source	Description	Long Desc.	Cost Center	Debit	Credit	Balance
<b>Beginning Balance</b>							\$0.00
9/11/2020	AP	City and County of Broomfield, Invoice #: 172098223 920		Operating		\$95.49	(\$95.49)
9/11/2020	AP	Payment: City and County of Broomfield, On-Line Payment, Invoice #: 172098223 920	15342 Spruce St	Operating	\$95.49		\$0.00
9/11/2020	AP	City and County of Broomfield, Invoice #: 172098159 920		Operating		\$79.09	(\$79.09)
9/11/2020	AP	Payment: City and County of Broomfield, On-Line Payment, Invoice #: 172098159 920	15462.5 Mountain View Cir	Operating	\$79.09		\$0.00
9/11/2020	AP	City and County of Broomfield, Invoice #: 152350795 920		Operating		\$184.13	(\$184.13)
9/11/2020	AP	Payment: City and County of Broomfield, On-Line	2910.5 High Prairie	Operating	\$184.13		\$0.00



**Spruce Meadows Metropolitan District**  
**General Ledger Report**  
**9/1/2020 - 9/30/2020**

		Payment, Invoice #: 152350795 920	Way				
9/11/2020	AP	City and County of Broomfield, Invoice #: 152350796 920		Operating	\$1,266.94	(\$1,266.94)	
9/11/2020	AP	Payment: City and County of Broomfield, On-Line Payment, Invoice #: 152350796 920	2406.5 Spruce Meadows Dr	Operating	\$1,266.94		\$0.00
9/11/2020	AP	City and County of Broomfield, Invoice #: 152350793 920		Operating	\$758.13	(\$758.13)	
9/11/2020	AP	Payment: City and County of Broomfield, On-Line Payment, Invoice #: 152350793 920	2685.5 Spruce Meadows Dr	Operating	\$758.13		\$0.00
9/11/2020	AP	City and County of Broomfield, Invoice #: 152350794 920		Operating	\$446.53	(\$446.53)	
9/11/2020	AP	Payment: City and County of Broomfield, On-Line Payment, Invoice #: 152350794 920	2535.5 Spruce Meadows Dr	Operating	\$446.53		\$0.00
9/11/2020	AP	City and County of Broomfield, Invoice #: 172098158 920		Operating	\$72.61	(\$72.61)	
9/11/2020	AP	Payment: City and County of Broomfield, On-Line Payment, Invoice #: 172098158 920	15198.5 Spruce st	Operating	\$72.61		\$0.00
9/23/2020	AP	White Bear Ankele Tanaka & Waldron, Invoice #: 12060		Operating	\$904.39	(\$904.39)	
9/23/2020	AP	Environmental Design, Inc., Invoice #: 133148		Operating	\$1,971.12	(\$2,875.51)	
9/23/2020	AP	Environmental Design, Inc., Invoice #: 132568		Operating	\$163.20	(\$3,038.71)	
9/23/2020	AP	Vista Management Associates, Inc., Invoice #: 17087		Operating	\$827.32	(\$3,866.03)	
9/23/2020	AP	Atwell, LLC, Invoice #: 0241103		Operating	\$1,523.50	(\$5,389.53)	
9/23/2020	AP	Payment: White Bear Ankele Tanaka & Waldron, Check #: 3450, Invoice #: 12060	August Legal Fees	Operating	\$904.39		(\$4,485.14)
9/23/2020	AP	Payment: Environmental Design, Inc., Check #: 3451, Invoice #: 132568, 133148	Irrigation Repairs 7/27	Operating	\$2,134.32		(\$2,350.82)
9/23/2020	AP	Payment: Vista Management Associates, Inc., Check #: 3452, Invoice #: 17087	September Management	Operating	\$827.32		(\$1,523.50)
9/23/2020	AP	Payment: Atwell, LLC, Check #: 3453, Invoice #: 0241103	Berms & Ponds Cert	Operating	\$1,523.50		\$0.00
9/24/2020	AP	United Power, Invoice #: 10594400 1020		Operating	\$29.80	(\$29.80)	
9/24/2020	AP	Payment: United Power, On-Line Payment, Invoice #: 10594400 1020	2406.5 Spruce Meadows Dr	Operating	\$29.80		\$0.00
9/24/2020	AP	United Power, Invoice #: 10599400 1020		Operating	\$22.41	(\$22.41)	
9/24/2020	AP	Payment: United Power, On-Line Payment, Invoice #: 10599400 1020	2910.5 High Prairie Way	Operating	\$22.41		\$0.00
9/24/2020	AP	United Power, Invoice #: 10600900 1020		Operating	\$33.44	(\$33.44)	
9/24/2020	AP	Payment: United Power, On-Line Payment, Invoice #: 10600900 1020	2535.5 Spruce Meadows Dr	Operating	\$33.44		\$0.00
9/24/2020	AP	United Power, Invoice #: 10601000 1020		Operating	\$22.89	(\$22.89)	
9/24/2020	AP	Payment: United Power, On-Line Payment, Invoice #: 10601000 1020	2685.5 Spruce Meadows Dr	Operating	\$22.89		\$0.00
9/24/2020	AP	United Power, Invoice #: 13718900 1020		Operating	\$22.43	(\$22.43)	
9/24/2020	AP	Payment: United Power, On-Line Payment, Invoice #: 13718900 1020	15362.5 Spruce St	Operating	\$22.43		\$0.00
9/24/2020	AP	United Power, Invoice #: 13719100 1020		Operating	\$22.42	(\$22.42)	
9/24/2020	AP	Payment: United Power, On-Line Payment, Invoice #: 13719100 1020	15462.5 Mountain View Cir	Operating	\$22.42		\$0.00
9/24/2020	AP	United Power, Invoice #: 13719200 1020		Operating	\$23.01	(\$23.01)	
9/24/2020	AP	Payment: United Power, On-Line Payment, Invoice #: 13719200 1020	15198.5 Spruce St	Operating	\$23.01		\$0.00
<b>Account Total</b>					\$8,468.85	\$8,468.85	\$0.00

**Account: 3080 - 2017 Bond 12-01-2036**

Posting Date	Source	Description	Long Desc.	Cost Center	Debit	Credit	Balance
<b>Beginning Balance</b>							(\$2,510,000.00)
<b>Account Total</b>					\$0.00	\$0.00	(\$2,510,000.00)

**Spruce Meadows Metropolitan District  
General Ledger Report  
9/1/2020 - 9/30/2020**

**Account: 3090 - Due to Developer (Loan)**

Posting Date	Source	Description	Long Desc.	Cost Center	Debit	Credit	Balance
<b>Beginning Balance</b>							(\$1,549,615.00)
<b>Account Total</b>					\$0.00	\$0.00	(\$1,549,615.00)

**Account: 3111 - Developer Loan Operating Interest**

Posting Date	Source	Description	Long Desc.	Cost Center	Debit	Credit	Balance
<b>Beginning Balance</b>							(\$939,755.00)
<b>Account Total</b>					\$0.00	\$0.00	(\$939,755.00)

**Account: 5710 - Net Funds Available**

Posting Date	Source	Description	Long Desc.	Cost Center	Debit	Credit	Balance
<b>Beginning Balance</b>							\$5,026,980.44
<b>Account Total</b>					\$0.00	\$0.00	\$5,026,980.44

**Account: 5880 - Capital Improvements Interest**

Posting Date	Source	Description	Long Desc.	Cost Center	Debit	Credit	Balance
<b>Beginning Balance</b>							(\$48.83)
<b>Account Total</b>					\$0.00	\$0.00	(\$48.83)

**Account: 5890 - Debt Service Fund Balance**

Posting Date	Source	Description	Long Desc.	Cost Center	Debit	Credit	Balance
<b>Beginning Balance</b>							(\$806,193.50)
<b>Account Total</b>					\$0.00	\$0.00	(\$806,193.50)

**Account: 5920 - Investment in Fixed Assets**

Posting Date	Source	Description	Long Desc.	Cost Center	Debit	Credit	Balance
<b>Beginning Balance</b>							(\$2,115,978.00)
<b>Account Total</b>					\$0.00	\$0.00	(\$2,115,978.00)

**Account: 6120 - Property Tax Income**

Posting Date	Source	Description	Long Desc.	Cost Center	Debit	Credit	Balance
<b>Beginning Balance</b>							(\$267,142.66)
9/10/2020	GL	Tax Deposit O&M September 2020		Operating		\$5,150.30	(\$272,292.96)
9/10/2020	GL	Tax Deposit Debt Svc Sept 2020		Debt Service		\$9,913.00	(\$282,205.96)
<b>Account Total</b>					\$0.00	\$15,063.30	(\$282,205.96)

**Account: 6170 - Senior/Veteran Homestead Exemption**

Posting Date	Source	Description	Long Desc.	Cost Center	Debit	Credit	Balance
<b>Beginning Balance</b>							(\$651.89)
<b>Account Total</b>					\$0.00	\$0.00	(\$651.89)

**Spruce Meadows Metropolitan District  
General Ledger Report  
9/1/2020 - 9/30/2020**

**Account: 6200 - Specific Ownership Tax  
Income**

Posting Date	Source	Description	Long Desc.	Cost Center	Debit	Credit	Balance
<b>Beginning Balance</b>							(\$10,783.24)
9/10/2020	GL	Tax Deposit O&M September 2020		Operating		\$516.75	(\$11,299.99)
9/10/2020	GL	Tax Deposit Debt Svc Sept 2020		Debt Service		\$994.62	(\$12,294.61)
<b>Account Total</b>					\$0.00	\$1,511.37	(\$12,294.61)

**Account: 6210 - Specific Ownership Class  
A & F**

Posting Date	Source	Description	Long Desc.	Cost Center	Debit	Credit	Balance
<b>Beginning Balance</b>							(\$88.72)
9/10/2020	GL	Tax Deposit O&M September 2020		Operating		\$4.33	(\$93.05)
9/10/2020	GL	Tax Deposit Debt Svc Sept 2020		Debt Service		\$8.33	(\$101.38)
<b>Account Total</b>					\$0.00	\$12.66	(\$101.38)

**Account: 6220 - Current Interest on Taxes**

Posting Date	Source	Description	Long Desc.	Cost Center	Debit	Credit	Balance
<b>Beginning Balance</b>							(\$290.83)
9/10/2020	GL	Tax Deposit O&M September 2020		Operating		\$172.82	(\$463.65)
9/10/2020	GL	Tax Deposit Debt Svc Sept 2020		Debt Service		\$332.62	(\$796.27)
<b>Account Total</b>					\$0.00	\$505.44	(\$796.27)

**Account: 6225 - Delinquent Interest on  
Taxes**

Posting Date	Source	Description	Long Desc.	Cost Center	Debit	Credit	Balance
<b>Beginning Balance</b>							\$0.00
9/10/2020	GL	Tax Deposit O&M September 2020		Operating		\$91.88	(\$91.88)
9/10/2020	GL	Tax Deposit Debt Svc Sept 2020		Debt Service		\$235.12	(\$327.00)
<b>Account Total</b>					\$0.00	\$327.00	(\$327.00)

**Account: 6810 - Interest Income -  
Operating**

Posting Date	Source	Description	Long Desc.	Cost Center	Debit	Credit	Balance
<b>Beginning Balance</b>							(\$319.23)
9/30/2020		Bank Statement Interest		Operating		\$6.32	(\$325.55)
<b>Account Total</b>					\$0.00	\$6.32	(\$325.55)

**Account: 6811 - Interest Income - Debt  
Service**

Posting Date	Source	Description	Long Desc.	Cost Center	Debit	Credit	Balance
<b>Beginning Balance</b>							(\$2,261.26)
9/30/2020		Bank Statement Interest		Debt Service		\$44.49	(\$2,305.75)
<b>Account Total</b>					\$0.00	\$44.49	(\$2,305.75)

**Account: 6812 - Expenses/Fees Bank -  
Debt Service**

Posting Date	Source	Description	Long Desc.	Cost Center	Debit	Credit	Balance
<b>Beginning Balance</b>							\$115.93
9/30/2020		Bank Statement Fees		Debt Service	\$2.35		\$118.28

**Spruce Meadows Metropolitan District**  
**General Ledger Report**  
**9/1/2020 - 9/30/2020**

<b>Account Total</b>	\$2.35	\$0.00	\$118.28
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**Account: 7130 - Dues**

Posting Date	Source	Description	Long Desc.	Cost Center	Debit	Credit	Balance
<b>Beginning Balance</b>							\$362.66
					\$0.00	\$0.00	\$362.66

**Account: 7140 - Engineering**

Posting Date	Source	Description	Long Desc.	Cost Center	Debit	Credit	Balance
<b>Beginning Balance</b>							\$0.00
9/23/2020	AP	Atwell, LLC, Invoice #: 0241103; Annual Certification	Berms & Ponds Cert	Operating	\$1,523.50		\$1,523.50
<b>Account Total</b>					\$1,523.50	\$0.00	\$1,523.50

**Account: 7150 - Interest on Loan Payment**  
**- Debt Svc**

Posting Date	Source	Description	Long Desc.	Cost Center	Debit	Credit	Balance
<b>Beginning Balance</b>							\$41,415.00
					\$0.00	\$0.00	\$41,415.00

**Account: 7180 - Legal Fees**

Posting Date	Source	Description	Long Desc.	Cost Center	Debit	Credit	Balance
<b>Beginning Balance</b>							\$5,788.36
9/23/2020	AP	White Bear Ankele Tanaka & Waldron, Invoice #: 12060; Legal Fees	August Legal Fees	Operating	\$904.39		\$6,692.75
<b>Account Total</b>					\$904.39	\$0.00	\$6,692.75

**Account: 7210 - Management Fees**

Posting Date	Source	Description	Long Desc.	Cost Center	Debit	Credit	Balance
<b>Beginning Balance</b>							\$6,592.00
9/23/2020	AP	Vista Management Associates, Inc., Invoice #: 17087; Aug Reimb/Sept Mgmt	September Management	Operating	\$824.00		\$7,416.00
<b>Account Total</b>					\$824.00	\$0.00	\$7,416.00

**Account: 7340 - Office**  
**Supplies/Postage/Cour**

Posting Date	Source	Description	Long Desc.	Cost Center	Debit	Credit	Balance
<b>Beginning Balance</b>							\$78.61
9/23/2020	AP	Vista Management Associates, Inc., Invoice #: 17087; Aug Reimb/Sept Mgmt	Reimbursables	Operating	\$3.32		\$81.93
<b>Account Total</b>					\$3.32	\$0.00	\$81.93

**Account: 7420 - Treasurer Fees**

Posting Date	Source	Description	Long Desc.	Cost Center	Debit	Credit	Balance
<b>Beginning Balance</b>							\$4,021.28
9/10/2020	GL	Tax Deposit O&M September 2020		Operating	\$81.22		\$4,102.50
9/30/2020	GL	Correct posting of treasurer fees		Debt Service	\$157.22		\$4,259.72

**Spruce Meadows Metropolitan District  
General Ledger Report  
9/1/2020 - 9/30/2020**

<b>Account Total</b>	\$238.44	\$0.00	\$4,259.72
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**Account: 7430 - Trustee Fees**

Posting Date	Source	Description	Long Desc.	Cost Center	Debit	Credit	Balance
<b>Beginning Balance</b>							\$1,500.00
9/10/2020	GL	Tax Deposit Debt Svc Sept 2020		Debt Service	\$157.22		\$1,657.22
9/30/2020	GL	Correct posting of treasurer fees		Debt Service		\$157.22	\$1,500.00
<b>Account Total</b>					\$157.22	\$157.22	\$1,500.00

**Account: 7580 - Maintenance of District Comm**

Posting Date	Source	Description	Long Desc.	Cost Center	Debit	Credit	Balance
<b>Beginning Balance</b>							\$39,049.31
9/23/2020	AP	Environmental Design, Inc., Invoice #: 133148; Monthly Contract	Monthly Contract	Operating	\$1,971.12		\$41,020.43
9/23/2020	AP	Environmental Design, Inc., Invoice #: 132568; Irrigation Repairs	Irrigation Repairs 7/27	Operating	\$163.20		\$41,183.63
<b>Account Total</b>					\$2,134.32	\$0.00	\$41,183.63

**Account: 8030 - Utilities of Common Area**

Posting Date	Source	Description	Long Desc.	Cost Center	Debit	Credit	Balance
<b>Beginning Balance</b>							\$6,676.83
9/11/2020	AP	City and County of Broomfield, Invoice #: 172098223 920; Irrigation	15342 Spruce St	Operating	\$95.49		\$6,772.32
9/11/2020	AP	City and County of Broomfield, Invoice #: 172098159 920; Irrigation	15462.5 Mountain View Cir	Operating	\$79.09		\$6,851.41
9/11/2020	AP	City and County of Broomfield, Invoice #: 152350795 920; Irrigation	2910.5 High Prairie Way	Operating	\$184.13		\$7,035.54
9/11/2020	AP	City and County of Broomfield, Invoice #: 152350796 920; Irrigation	2406.5 Spruce Meadows Dr	Operating	\$1,266.94		\$8,302.48
9/11/2020	AP	City and County of Broomfield, Invoice #: 152350793 920 ; Irrigation	2685.5 Spruce Meadows Dr	Operating	\$758.13		\$9,060.61
9/11/2020	AP	City and County of Broomfield, Invoice #: 152350794 920; Irrigation	2535.5 Spruce Meadows Dr	Operating	\$446.53		\$9,507.14
9/11/2020	AP	City and County of Broomfield, Invoice #: 172098158 920; Irrigation	15198.5 Spruce st	Operating	\$72.61		\$9,579.75
9/24/2020	AP	United Power, Invoice #: 10594400 1020; Sprinkler Timer	2406.5 Spruce Meadows Dr	Operating	\$29.80		\$9,609.55
9/24/2020	AP	United Power, Invoice #: 10599400 1020; Sprinkler Timer	2910.5 High Prairie Way	Operating	\$22.41		\$9,631.96
9/24/2020	AP	United Power, Invoice #: 10600900 1020; Sprinkler Timer	2535.5 Spruce Meadows Dr	Operating	\$33.44		\$9,665.40
9/24/2020	AP	United Power, Invoice #: 10601000 1020; Sprinkler Timer	2685.5 Spruce Meadows Dr	Operating	\$22.89		\$9,688.29
9/24/2020	AP	United Power, Invoice #: 13718900 1020; Controller	15362.5 Spruce St	Operating	\$22.43		\$9,710.72
9/24/2020	AP	United Power, Invoice #: 13719100 1020; Controller	15462.5 Mountain View Cir	Operating	\$22.42		\$9,733.14
9/24/2020	AP	United Power, Invoice #: 13719200 1020; Controller	15198.5 Spruce St	Operating	\$23.01		\$9,756.15
<b>Account Total</b>					\$3,079.32	\$0.00	\$9,756.15

**Journal Entry Report**  
**Spruce Meadows Metro District**  
**Current Date: 10/6/2020**  
**Posting Date: 9/16/2020**

<u>GLID GL Account</u>	<u>Debit</u>	<u>Credit Description</u>	<u>Cost Center</u>
1221 - UMB Corp Trust Pledged 938.2	\$11,300.00	\$0.00 Wire trans from Debt Svc to UMB Pledged 938.2	2 - Debt Service
1220 - Cash - CSafe - Debt Service	\$0.00	\$11,300.00 Wire trans from Debt Svc to UMB Pledged 938.2	2 - Debt Service

Debits: \$11,300.00  
Credits: \$11,300.00

## Crystal Reingardt

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**From:** LT-CSAFE <csafe@csafe.org>  
**Sent:** Tuesday, September 15, 2020 1:59 PM  
**To:** Crystal Reingardt; SCOTT HASDAY  
**Cc:** Elizabeth Henry; Cindy Combs; LT-CSAFE  
**Subject:** RE: Wire for Sept 2020

The requested wire redemption is scheduled to process on Wednesday, 09/16/20. Please reference the following:

**ORDER ID: DFO02194486**

Have a wonderful afternoon!

Thank you,

**Shannon Langford**  
Fund Accountant



1675 Broadway, Suite 500  
Denver, CO 80202  
(303) 296-6340  
(800) 541-2953  
(720) 989-8993 (Mobile)\*  
<https://csafe.org/>

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**From:** Crystal Reingardt <Crystal@vistamgmt.com>  
**Sent:** Tuesday, September 15, 2020 1:44 PM  
**To:** SCOTT HASDAY <sh0658@yahoo.com>; LT-CSAFE <csafe@csafe.org>  
**Cc:** Elizabeth Henry <Elizabeth.Henry@umb.com>; Cindy Combs <Cindy@vistamgmt.com>  
**Subject:** RE: Wire for Sept 2020

*Thank you Scott!*

*I updated the letter to today's date and changed the dollar amount to the \$11,300.00.*

*Happy Tuesday!*

*Thank you!*

*Have a great day!*

*Crystal A. Reingardt*  
*Director of Accounting*  
*Vista Management Associates, Inc.*  
*8700 Turnpike Drive #230*  
*Westminster, CO 80031*  
*303-429-2611 x 102 – phone*  
*303-429-2632 – fax*

[crystal@vistamgmt.com](mailto:crystal@vistamgmt.com)

Office Hours: 8:30am – 4:30pm M-F

You can make a payment at [www.propertypay.cit.com](http://www.propertypay.cit.com). If you use a debit card/credit card the bank will charge a fee but if you use the eCheck option, that option is free.

Homeowners can obtain their documents, forms and see their account history by setting up their account on the Caliber Portal: <https://caliber.vistamgmt.com/CaliberWeb2> VistaMgmtAssociates. You can also obtain documents and forms by registering at [www.vistamgmt.com](http://www.vistamgmt.com).

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**From:** SCOTT HASDAY [<mailto:sh0658@yahoo.com>]

**Sent:** Tuesday, September 15, 2020 1:37 PM

**To:** LT-CSAFE <[csafe@csafe.org](mailto:csafe@csafe.org)>

**Cc:** Elizabeth Henry <[Elizabeth.Henry@umb.com](mailto:Elizabeth.Henry@umb.com)>; Crystal Reingardt <[Crystal@vistamgmt.com](mailto:Crystal@vistamgmt.com)>; Cindy Combs <[Cindy@vistamgmt.com](mailto:Cindy@vistamgmt.com)>

**Subject:** Re: gardt <[Crystal@vistamgmt.com](mailto:Crystal@vistamgmt.com)>; Cindy Combs <[Cindy@vistamgmt.com](mailto:Cindy@vistamgmt.com)> Subject:

CSAFE,

Please accept this message as authorization to wire \$11,300.00 from the Spruce Meadows MD Debt Service Account (-02) to UMB Bank per the attached wiring instructions. This transfer is in accordance with the SMMD 2017 bond refinance and represents a round up of Broomfield debt service income received in Septsmbler for the month of August, 2020.

If you have any questions, please contact me.

Thank you,

Scott

SCOTT HASDAY  
President, Spruce Meadows Metropolitan District

561-252-6454  
[sh0658@yahoo.com](mailto:sh0658@yahoo.com)



WIRING INSTRUCTIONS

UMB BANK  
RE: SPRUCE MEADOWS METRO DISTRICT 2017

UMB BANK NA  
1670 Broadway  
Denver, CO 80202  
303.839.1300

Date: September 15, 2020

Beneficiary Name: Trust Operations

ABA: 101000695

Beneficiary Account: 9800006823

ATTN: Elizabeth Henry

Account 145938.2

Amount: \$11,300.00

REF: Spruce Meadows Pledged Revenue Fund  
Transfer from CSAFE Debt Service Account (-02)

**Journal Entry Report**  
**Spruce Meadows Metro District**  
**Current Date: 10/26/2020**  
**Posting Date: 9/10/2020**

<b>GLID</b>	<b>GL Account</b>	<b>Debit</b>	<b>Credit</b>	<b>Description</b>	<b>Cost Center</b>
	1012 - Cash - CSafe - O&M	\$5,854.86	\$0.00	Tax Deposit O&M September 2020	1 - Operating
	6120 - Property Tax Income	\$0.00	\$5,150.30	Tax Deposit O&M September 2020	1 - Operating
	6220 - Current Interest on Taxes	\$0.00	\$172.82	Tax Deposit O&M September 2020	1 - Operating
	6225 - Delinquent Interest on Taxes	\$0.00	\$91.88	Tax Deposit O&M September 2020	1 - Operating
	6200 - Specific Ownership Tax Income	\$0.00	\$516.75	Tax Deposit O&M September 2020	1 - Operating
	7420 - Treasurer Fees	\$81.22	\$0.00	Tax Deposit O&M September 2020	1 - Operating
	6210 - Specific Ownership Class A & F	\$0.00	\$4.33	Tax Deposit O&M September 2020	1 - Operating

Debits: \$5,936.08  
Credits: \$5,936.08



City & County of Broomfield  
Tax Distribution Statement  
SPRUCE MEADOWS METRO DIST GEN

For The Distribution Period Ending Mon Aug 31 23:59:59 MDT 2020

SPRUCE MEADOWS METRO DIST GEN  
C/O VINTAGE HOMES AND LAND LLC  
200 W HAMPDEN AVE STE 201  
ENGLEWOOD, CO 80110-2407

	Current Month	Year To Date Amount
Current Tax	\$5,150.30	\$96,489.16
Delinquent Tax	\$0.00	\$0.00
Current Interest	\$172.82	\$272.26
Delinquent Interest	\$91.88	\$91.88
Abatement	\$0.00	\$0.00
Abatement Interest	\$0.00	\$0.00
Current TIF	\$0.00	\$0.00
Delinquent TIF	\$0.00	\$0.00
Specific Ownership	\$516.75	\$3,654.44
Treasurer's Fees	(\$81.22)	(\$1,456.12)
Specific Ownership Class A & F	\$4.33	\$29.14
Senior/Veteran Homestead Exemption	\$0.00	\$222.89
PILT	\$0.00	\$0.00

Total \$5,854.86

**Journal Entry Report**  
**Spruce Meadows Metro District**  
**Current Date: 10/26/2020**  
**Posting Date: 9/10/2020**

<b>GLID</b>	<b>GL Account</b>	<b>Debit</b>	<b>Credit</b>	<b>Description</b>	<b>Cost Center</b>
	1220 - Cash - CSAFE - Debt Service	\$11,326.47	\$0.00	Tax Deposit Debt Svc Sept 2020	2 - Debt Service
	6120 - Property Tax Income	\$0.00	\$9,913.00	Tax Deposit Debt Svc Sept 2020	2 - Debt Service
	6220 - Current Interest on Taxes	\$0.00	\$332.62	Tax Deposit Debt Svc Sept 2020	2 - Debt Service
	6225 - Delinquent Interest on Taxes	\$0.00	\$235.12	Tax Deposit Debt Svc Sept 2020	2 - Debt Service
	6200 - Specific Ownership Tax Income	\$0.00	\$994.62	Tax Deposit Debt Svc Sept 2020	2 - Debt Service
	7430 - Trustee Fees	\$157.22	\$0.00	Tax Deposit Debt Svc Sept 2020	2 - Debt Service
	6210 - Specific Ownership Class A & F	\$0.00	\$8.33	Tax Deposit Debt Svc Sept 2020	2 - Debt Service

Debits: \$11,483.69  
Credits: \$11,483.69



# City & County of Broomfield Tax Distribution Statement SPRUCE MEADOWS METRO DIST BOND

For The Distribution Period Ending Mon Aug 31 23:59:59 MDT 2020

SPRUCE MEADOWS METRO DIST BOND  
C/O VINTAGE HOMES AND LAND LLC  
200 W HAMPDEN AVE STE 201  
ENGLEWOOD, CO 80110-2407

	Current Month	Year To Date Amount
Current Tax	\$9,913.00	\$185,716.80
Delinquent Tax	\$0.00	\$0.00
Current Interest	\$332.62	\$524.01
Delinquent Interest	\$235.12	\$235.12
Abatement	\$0.00	\$0.00
Abatement Interest	\$0.00	\$0.00
Current TIF	\$0.00	\$0.00
Delinquent TIF	\$0.00	\$0.00
Specific Ownership	\$994.62	\$7,033.89
Treasurer's Fees	(\$157.22)	(\$2,803.60)
Specific Ownership Class A & F	\$8.33	\$56.09
Senior/Veteran Homestead Exemption	\$0.00	\$429.00
PILT	\$0.00	\$0.00

Total \$11,326.47

**Journal Entry Report**  
**Spruce Meadows Metro District**  
**Current Date: 10/26/2020**  
**Posting Date: 9/30/2020**

GLID	GL Account	Debit	Credit	Description	Cost Center
	7420 - Treasurer Fees	\$157.22	\$0.00	Correct posting of treasurer fees	2 - Debt Service
	7430 - Trustee Fees	\$0.00	\$157.22	Correct posting of treasurer fees	2 - Debt Service

Debits: \$157.22  
Credits: \$157.22

**Spruce Meadows Metropolitan District**

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BUDGET DOCUMENT  
GENERAL FUND  
FOR THE YEAR ENDED DECEMBER 31, 2021

	FINAL 2019	BUDGET 2020	ESTIMATED ACTUAL 2020	BUDGET 2021
BEGINNING FUND BALANCE	\$ 33,837	\$ 1,343	\$ 1,343	\$ 2,640
REVENUE:				
PROPERTY TAXES	99,995	99,995	99,995	99,996
SPECIFIC OWNERSHIP TAXES	5,600	5,600	5,600	5,600
FACILITY FEES	-	-	-	-
TRANSFER CSAFE O&M Existing funds	-	13,000	13,000	13,000
TRANSFER FROM DEBT SERVICE	-	-	-	-
INTEREST	1,500	1,500	1,500	1,500
TOTAL REVENUE	107,095	120,095	120,095	120,096
TOTAL FUNDS AVAILABLE	140,932	121,438	121,438	122,736
EXPENDITURES:				
ACCOUNTING	-	-	-	-
AUDITING	1,000	1,150	1,000	1,000
CAPITAL IMPROVEMENTS	-	-	-	-
DUES	400	750	400	400
ENGINEERING	5,100	5,000	5,000	5,000
INSURANCE	5,000	5,000	5,000	5,000
LEGAL	16,000	19,000	18,000	19,000
MANAGEMENT FEES	9,888	9,888	9,888	9,888
OFFICE SUPPLIES / POSTAGE & COURIER	300	300	300	300
MAINTENANCE OF DISTRICT COMMON AREA	55,000	55,000	55,000	55,000
UTILITIES OF COMMON AREA	15,000	15,000	15,000	15,000
TREASURERS FEES	1,750	1,750	1,750	1,750
REPAYMENT OF DEVELOPER ADVANCES	4,000	4,000	4,000	4,000
REPAYMENT OF HOA ADVANCES	22,085	-	-	-
TOTAL EXPENDITURES	135,523	116,838	115,338	116,338
TABOR RESERVE FUND	4,066	3,505	3,460	3,490
ENDING FUND BALANCE	\$ 1,343	\$ 1,095	\$ 2,640	\$ 2,908
ASSESSED VALUATION	8,376,206	9,582,620	9,582,620	9,630,730
MILL LEVY	11.938	10.435	10.435	10.383
	99,995	99,995	99,995	99,996
	-	-	-	-
PROPERTY TAXES	99,995	99,995	99,995	99,996

**Spruce Meadows Metropolitan District**

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BUDGET DOCUMENT  
CAPITAL PROJECTS FUND  
FOR THE YEAR ENDED DECEMBER 31, 2021

	ACTUAL 2019	BUDGET 2020	FINAL 2020	BUDGET 2021
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -	
REVENUE:				
INTEREST INCOME	-	.	-	-
FEES	-	-	-	-
BOND PROCEEDS	-	-	-	-
DEVELOPER ADVANCES	-	-	-	-
TRANSFERS FROM OTHER FUNDS	-	-	-	-
TOTAL REVENUE	-	-	-	-
TOTAL FUNDS AVAILABLE	-	-	-	
CAPITAL EXPENDITURES:	-			-
REPAYMENT OF DEVELOPER ADVANCES	-	-		-
MISCELLANEOUS/CONTINGENCY	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -
ASSESSED VALUATION	8,376,206	9,582,620	9,582,620	9,630,730
MILL LEVY	-	-	-	-
	-	-	-	-
PROPERTY TAXES	-	-	-	-



**Spruce Meadows Metro District**

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BUDGET DOCUMENT  
DEBT SERVICE FUND  
FOR THE YEAR ENDED DECEMBER 31, 2021

	ACTUAL 2019	BUDGET 2020	ESTIMATED ACTUAL 2020	BUDGET 2021
BEGINNING FUND BALANCE	\$ 296,011	\$ 330,775	\$ 330,775	\$ 345,362
REVENUE:				
PROPERTY TAXES	201,029	191,652	191,652	192,615
SPECIFIC OWNERSHIP TAXES	13,000	13,000	13,000	13,000
INTEREST INCOME	7,800	2,000	2,000	2,000
REFINANCE NEW LOAN FROM NBH BANK		-	-	-
TOTAL REVENUE	221,829	206,652	206,652	207,615
TOTAL FUNDS AVAILABLE	517,840	537,427	537,427	552,977
EXPENDITURES:				
TRANSFER TO GENERAL FUND	-	-	-	-
LOAN INTEREST	85,965	85,965	85,965	85,965
LOAN PRINCIPAL	95,000	100,000	100,000	105,000
PAYMENT TO REFUNDED BOND ESCROW		-		
NEW LOAN COST OF ISSUANCE FEES		-	-	-
PAYING AGENT/TRUSTEE FEES	1,500	1,500	1500	1,500
TREASURERS FEES	4,600	4,600	4600	4,600
MISCELLANEOUS	-	1,000	-	1,000
TOTAL EXPENDITURES	187,065	193,065	192,065	198,065
ENDING FUND BALANCE	\$ 330,775	\$ 344,362	\$ 345,362	\$ 354,912
ASSESSED VALUATION	8,376,206	9,582,620	9,582,620	9,630,730
MILL LEVY	24	20	20	20
	201,029	191,652	191,652	192,615
	-	-	-	-
PROPERTY TAXES	214,068	191,652	191,652	zz

**RESOLUTION**  
**ADOPTING BUDGET, IMPOSING MILL LEVY AND APPROPRIATING FUNDS**  
**(2021)**

---

The Board of Directors of the Spruce Meadows Metropolitan District (the “**Board**”), City and County of Broomfield, Colorado (the “**District**”) held a special meeting, held via teleconference on Tuesday, November 10, 2020, at the hour of 1:00 P.M.

Prior to the meeting, each of the directors was notified of the date, time and place of the budget meeting and the purpose for which it was called and a notice of the meeting was posted or published in accordance with § 29-1-106, C.R.S.

*[Remainder of Page Intentionally Left Blank.]*

## NOTICE AS TO PROPOSED 2021 BUDGET

### NOTICE OF PUBLIC HEARING ON THE PROPOSED 2021 BUDGET AND NOTICE OF PUBLIC HEARING ON THE AMENDED 2020 BUDGET

NOTICE IS HEREBY GIVEN that a proposed 2021 budget has been submitted to the Board of Directors (the "Board") of the SPRUCE MEADOWS METROPOLITAN DISTRICT (the "District"). A copy of the proposed budget is on file in the office of Vista Management Associates, Inc., 8700 Turnpike Drive, Suite 230, Westminster, Colorado, where the same is open for public inspection.

NOTICE IS FURTHER GIVEN that an amendment to the 2020 budget has been submitted to the District. A copy of the proposed amended budget is on file in the office of Vista Management Associates, Inc., 8700 Turnpike Drive, Suite 230, Westminster, Colorado, where the same is open for public inspection.

Such proposed budget and amended budget will be considered at a public hearing during a meeting of the District to be held on Tuesday, November 10, 2020 at 1:00 P.M. Due to Executive Orders issued by Governor Polis and Public Health Orders implementing the Executive Orders issued by the Colorado Department of Public Health and Environment, and the threat posed by the COVID-19 coronavirus, this meeting will be held via teleconferencing and can be joined through the directions below:

<https://zoom.us/j/97948829709?pwd=MnQyK2J5eTZnRHh0TGxRZS5wV3ZkZ09>  
Meeting ID: 979 4882 9709  
Passcode: 674106

Any interested elector of the District may file any objections to the proposed budget or amended budget at any time prior to final adoption of the budget and amended budget by the governing body of the District.

BY ORDER OF THE BOARD OF DIRECTORS:  
SPRUCE MEADOWS METROPOLITAN DISTRICT  
/s/ WHITE BEAR ANKLE TANAKA & WALDRON  
Attorneys at Law

Published: Broomfield Enterprise October 8, 2020-1743054

### Prairie Mountain Media, LLC

#### PUBLISHER'S AFFIDAVIT

County of Broomfield  
State of Colorado

The undersigned, Elizabeth Maes, being first duly sworn under oath, states and affirms as follows:


1. He/she is the legal Advertising Reviewer of Prairie Mountain Media LLC, publisher of the *Broomfield Enterprise*.
2. The *Broomfield Enterprise* is a newspaper of general circulation that has been published continuously and without interruption for at least fifty-two weeks in Broomfield County and meets the legal requisites for a legal newspaper under Colo. Rev. Stat. 24-70-103.
3. The notice that is attached hereto is a true copy, published in the *Broomfield Enterprise* in Broomfield County on the following date(s):

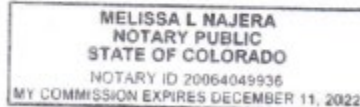
Oct. 8, 2020

  
Signature

Subscribed and sworn to me before me this

8th day of October, 2020

  
Notary Public



(SEAL)

Account: 1051175  
Ad Number: 1743054

A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET AND APPROPRIATING SUMS OF MONEY TO EACH FUND IN THE AMOUNTS AND FOR THE PURPOSES SET FORTH HEREIN FOR THE DISTRICT FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2021 AND ENDING ON THE LAST DAY OF DECEMBER 2021.

WHEREAS, the Board has authorized its accountant to prepare and submit a proposed budget to the Board in accordance with Colorado law; and

WHEREAS, the proposed budget has been submitted to the Board for its review and consideration; and

WHEREAS, upon due and proper notice, provided in accordance with Colorado law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on November 10, 2020, interested electors were given the opportunity to file or present any objections to said proposed budget at any time prior to final adoption of the budget by the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

Section 1.     Adoption of Budget. The budget attached hereto and incorporated herein is approved and adopted as the budget of the District for fiscal year 2021. In the event of recertification of values by the County Assessor's Office after the date of adoption hereof, staff is hereby directed to modify and/or adjust the budget and certification to reflect the recertification without the need for additional Board authorization. Any such modification to the budget or certification as contemplated by this Section 1 shall be deemed ratified by the Board.

Section 2.     Levy for General Operating Expenses. For the purpose of meeting all general operating expenses of the District during the 2021 budget year, there is hereby levied a tax of 10.383 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 3.     Levy for Debt Service Obligations. For the purposes of meeting all debt service obligations of the District during the 2021 budget year, there is hereby levied a tax of

20.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 4.     Levy for Contractual Obligation Expenses. For the purposes of meeting all contractual obligations of the District during the 2021 budget year, there is hereby levied a tax of 0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 5.     Levy for Capital Project Expenses. For the purposes of meeting all capital project obligations of the District during the 2021 budget year, there is hereby levied a tax of 0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 6.     Certification to County Commissioners. The Board directs its legal counsel, manager, accountant or other designee to certify to the Board of County Commissioners of Broomfield County, Colorado the mill levies for the District as set forth herein. Such certification shall be in compliance with the requirements of Colorado law.

Section 7.     Appropriations. The amounts set forth as expenditures in the budget attached hereto are hereby appropriated.

Section 8.     Filing of Budget and Budget Message. The Board hereby directs its legal counsel, manager or other designee to file a certified copy of the adopted budget resolution, the budget and budget message with the Division of Local Government by January 30 of the ensuing year.

Section 9.     Budget Certification. The budget shall be certified by a member of the District, or a person appointed by the District, and made a part of the public records of the District.

***[Remainder of page intentionally left blank.]***

ADOPTED THIS 10<sup>TH</sup> DAY OF NOVEMBER, 2020.

SPRUCE MEADOWS METROPOLITAN DISTRICT

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Officer of the District

ATTEST:

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APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

---

General Counsel to the District

STATE OF COLORADO  
COUNTY OF BROOMFIELD  
SPRUCE MEADOWS METROPOLITAN DISTRICT

I hereby certify that the foregoing resolution constitutes a true and correct copy of the record of proceedings of the Board adopted by a majority of the Board at a District meeting held on Tuesday, November 10, 2020, via teleconference as recorded in the official record of the proceedings of the District.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 10<sup>th</sup> day of November, 2020.

**EXHIBIT A**  
**BUDGET DOCUMENT**  
**BUDGET MESSAGE**



## Crady, Puca & Associates

*Certified Public Accountants & Consultants*

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October 30, 2020

Board of Directors of Spruce Meadows Metropolitan District

We are pleased to confirm our acceptance and understanding of the services we are to provide for Spruce Meadows Metropolitan District for the year ended December 31, 2020.

You have requested that we prepare the Application for Exemption from Audit- Long Form ("Audit Exemption Form") for Spruce Meadows Metropolitan District.

We will assist your bookkeeper in adjusting the books of accounts with the objective that he (she) will be able to prepare a working trial balance from which financial statements can be prepared. Your bookkeeper will provide us with a detailed trial balance and any supporting schedules we require.

### **Our Responsibilities**

The objective of our engagement is to—

- 1) Prepare the Audit Exemption Form in accordance with accounting principles generally accepted in the United States of America based on information provided by you, and
- 2) apply accounting and financial reporting expertise to assist you in the presentation of the Audit Exemption Form without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

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

### **Your Responsibilities**

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare the Audit Exemption Form in accordance with accounting principles generally accepted in the United States of America. You have the following overall responsibilities that are fundamental to our undertaking the engagement:

- 1) The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the Audit Exemption Form.
- 2) The preparation and fair presentation of the Audit Exemption Form with accounting principles generally accepted in the United States of America.
- 3) The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the Audit Exemption Form that are free from material misstatement, whether due to fraud or error.
- 4) The prevention and detection of fraud.
- 5) To ensure that the entity complies with the laws and regulations applicable to its activities.



- 6) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- 7) To provide us with—
- access to all information of which you are aware is relevant to the preparation and fair presentation of the Audit Exemption Form, such as records, documentation, and other matters.
  - additional information that we may request from you for the purpose of the engagement.
  - unrestricted access to persons within the entity of whom we determine it necessary to make inquiries.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our services. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

#### **Other Relevant Information**

We estimate that our fees for these services will be \$1,000. You will also be billed for out-of-pocket costs such as parking, postage, travel, etc. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you acknowledge and agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

*Crady, Puca & Associates*

ACKNOWLEDGED:

Spruce Meadows Metropolitan District

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Crady, Puca & Associates

Certified Public Accountants & Consultants

---

Brian Bowers  
White, Bear, Ankele, Tanaka & Waldron  
2154 East Commons Avenue, Suite 2000  
Centennial, CO 80122

Thank you for the opportunity to bid on the long-form audit exemption for Spruce Meadows Metropolitan District. We are a partner only women-owned firm focused on meeting the needs of local governments and nonprofits. Since we are a partner only firm, all phases of the engagement will be performed by the Firm's partners. Therefore, you are ensured of consistency of staffing from year to year which results in the ability of Crady, Puca & Associates to establish long-term working relationships with management and the board.

In addition, when you select Crady, Puca & Associates you get seasoned professionals whose focus is to provide value to the District. As experienced professionals, Crady, Puca & Associates provides technical and specialized expertise in the governmental sector, quality control, partner attention, and ongoing communication and flexibility during the engagement process and throughout the year. We pride ourselves in our ability to work efficiently and effectively with local governments.

All Firm personnel are properly licensed as Certified Public Accountants in Colorado. We subscribe to monthly accounting and auditing updates which provide us with an in-depth analysis of new accounting standards and other developments in governmental and nonprofit accounting. In addition, all members of our Firm complete a minimum of 40 hours of continuing professional education each year with an emphasis placed on governmental and nonprofit entities.

Additional information follows this letter which provides more specific information about our firm and background. Let me know if you have any additional questions. Thank you for the opportunity to propose on Spruce Meadows Metropolitan District services.

Sincerely,

*Debbie Crady*

DEBBIE L. CRADY, CPA

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## FIRM BACKGROUND

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Crady, Puca & Associates has over fifty years of combined experience in the accounting industry and was formed with the focus of meeting the needs of local governments and nonprofit entities throughout Colorado. The Firm provides auditing, accounting, tax, management and consulting services to these sectors.

Crady, Puca & Associates (Firm) is a women-owned, Denver area based CPA. The Firm is authorized to practice in the State of Colorado as a general partnership under License No. 13131, issued by the State Board of Accountancy.

Our goal as a Firm is to provide the best service possible, both from a technical standpoint and a relationship standpoint. In this regard, we are committed to serving and partnering with our clients by completing engagements timely, returning phone calls promptly and serving as your advisor not only during the audit process but throughout the year.

We are also committed to ensuring our clients not only get the best possible service but receive this service at an affordable price. As we work primarily with nonprofit and governmental entities, we realize that cost is often a concern. We share certain expenses with another CPA firm which allows us to keep our overhead, such as audit, tax and research software, low. As a result, we are able to pass this savings on to you.

All Firm personnel are properly licensed as Certified Public Accountants in Colorado and are members of the American Institute of Certified Public Accountants (AICPA) and Colorado Society of Certified Public Accountants (CSCPA). The Firm also has memberships in the Government Finance Officers Association (GFOA) and the Special District Association (SDA).

Crady, Puca and Associates has received its independent peer review and the reviewers concluded that the Firm meets the quality control standards set by the AICPA. This indicates that our firm was found to have met or exceeded the high professional standards set by the AICPA regarding firm policies, procedures and work performed for our clients.

## BACKGROUND OF KEY PERSONNEL

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We are a partner only firm, therefore, we are able to ensure a high level of engagement quality and continuity. A brief description of the qualifications and experience of our partners follows:

**Debbie Crady, CPA, audit partner**, has over twenty-five years of extensive experience in audit, accounting and business consulting in a variety of industries. Her areas of expertise include financial audits of nonprofit organizations and local government audits including municipalities and special districts such as metropolitan, water and fire districts. She also has experience in preparation of Long-form Governmental Exemptions as well as the preparation of the Form 990 and 990-T. Additionally, she has provided consulting services to various nonprofit organizations in such areas as financial reporting, budgeting and internal controls. Debbie's experience also includes serving as a controller for a multi-company corporation where she was responsible for all aspects of accounting to include financial statement preparation, financial statement review, consolidations, implementation of internal control policies and procedures, budget preparation and management of the accounting department. Debbie is a member of the AICPA, CSCP, and GFOA. Debbie is a Colorado native and a graduate of the University of Colorado with a Bachelor of Science degree in Accounting.

**Laura M. Puca, CPA, audit partner**, has over twenty-five years of accounting and consulting experience, over twenty of which have been in public accounting. She has extensive audit, tax and consulting experience in the not-for-profit industry, including social welfare organizations, foundations and associations. She also has several years' experience with units of local government, including municipalities and metropolitan, water and fire districts. Laura's experience includes all phases of audit fieldwork, internal control assessment and financial reporting as well as OMB A-133 compliance auditing for not-for-profit organizations and preparation of the Forms 990 and 990-T. In addition, she has three years of practical experience serving as a director of finance for a local multi-million dollar foundation. Laura currently resides on the board of a metropolitan district in Elbert County. Laura is a member of the AICPA, the CSCP and the SDA. She is a graduate of the University of Virginia, with a Bachelor of Science in Accounting and a Master of Science in Accounting with a tax concentration. She is a Virginia native and has been a Colorado resident since 1997.

## FIRM REFERENCES

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We believe a measure of the professional standing of any accounting firm is the quality of the clientele it has served. The following is a list of references which is provided to you on a confidential basis. We invite you to address your inquiries to any of the following:

Marchetti & Weaver, LLC  
Governmental Accounting Firm

Rick Gonzales  
District Accountant

720.210.9137

Centennial Consulting Group  
Governmental Accounting Firm

Andrea Weaver  
District Accountant

970.484.0101



November 5, 2020

To the Board of Directors and Management  
Spruce Meadows Metropolitan District  
County of Broomfield, Colorado

We are pleased to confirm our understanding of the services we are to provide for Spruce Meadows Metropolitan District (the District) for the year ended December 31, 2020.

We will prepare the Operating Statements (Parts 2 and 3), and related detail (Parts 4 through 10) of the District, which comprises sections of the "Application for Exemption for Audit" (the Application) as required by the Colorado Local Government Audit Law (Collectively referred to as the "financial statements" for purposes of this letter), and perform a compilation engagement with respect to the financial statements.

Your bookkeeper will provide us with bank information and supporting schedules to generate a trial balance from which financial statements can be prepared.

### **Our Responsibilities**

The objective of our engagement is to—

- 1) prepare financial statements in accordance with guidelines established by the Colorado State Auditor for submission of the Application, and
- 2) apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with guidelines established by the Colorado State Auditor for submission of the Application.

We will conduct our compilation engagement in accordance with the Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with applicable professional standards, including the AICPA's *Code of Professional Conduct*, and its ethical principles of integrity, objectivity, professional competence, and due care, when performing the bookkeeping services, preparing the financial statements, and performing the compilation engagement.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

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

### **Your Responsibilities**

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial statements in accordance with guidelines established by the Colorado State Auditor for submission of the Application and assist you in the presentation of the financial statements. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

**Fiscal Focus Partners, LLC**

---

5555 DTC Parkway, Suite 375, Greenwood Village, CO 80111  
303.202.1800 Office • 303.237.0155 Fax • [www.ffpcpa.com](http://www.ffpcpa.com)

- 1) The selection of accounting principles necessary for the preparation or the financial statements in accordance with guidelines established by the Colorado State Auditor for submission of the Application.
- 2) The fair presentation of financial statements in accordance with guidelines established by the Colorado State Auditor for submission of the Application.
- 3) The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements.
- 4) The prevention and detection of fraud.
- 5) To ensure that the District complies with the laws and regulations applicable to its activities.
- 6) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- 7) To provide us with—
  - access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
  - additional information that we may request from you for the purpose of the compilation engagement.
  - unrestricted access to persons within the District of whom we determine it necessary to make inquiries.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our bookkeeping services and the preparation of your financial statements. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

### **Our Report**

As part of our engagement, we will issue a report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them. If, for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a result of this engagement.

You agree to include our accountant's compilation report in any document containing the financial statements that indicates that we have performed a compilation engagement on such financial statements and, prior to the inclusion of the report, to ask our permission to do so.

### **Other Relevant Information**

Susan Opalinski is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fees for these services will be \$950. You will also be billed for out-of-pocket costs such as postage, travel, etc. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoice for these fees will be rendered upon issuance of draft financial statements and is payable on presentation.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you acknowledge and agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,



Fiscal Focus Partners, LLC

Acknowledged by Spruce Meadows Metropolitan District:

---

Authorized Signature

---

Title





CLA (CliftonLarsonAllen LLP)  
8390 East Crescent Parkway, Suite 300  
Greenwood Village, CO 80111  
303-779-5710 | fax 303-779-0348  
CLAconnect.com

October 29, 2020

Board of Directors  
Spruce Meadows Metropolitan District

Dear Board:

This master service agreement ("MSA") documents the terms, objectives, and the nature and limitations of the services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for Spruce Meadows Metropolitan District ("you," "your," or "the district"). The terms of this MSA will apply to the initial and each subsequent statement of work ("SOW"), unless the MSA is changed in a communication that you and CLA both sign, or is terminated as permitted herein.

### **Scope of professional services**

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

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

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

### **Management responsibilities**

Management and, when appropriate, the board of directors of the district acknowledge and understand that our role is to provide the services identified in an SOW and that management and the board of directors of the district have certain responsibilities that are fundamental to our undertaking to perform the identified services. The district may engage CLA to perform management functions to help the board of directors of the district to meet your responsibilities, but the board of directors of the district acknowledges its management responsibilities. References to management in this MSA and in an SOW are applicable to the board of directors of the district.

### **Responsibilities and limitations related to nonattest services**

For all nonattest services we may provide to you, your management agrees to assume all management responsibilities; oversee the services; evaluate the adequacy and results of the services; ensure that your data and records are complete; and accept responsibility for the results of the services.

## **Fees and terms**

See the applicable SOW for the fees for the services.

Work may be suspended if your account becomes 90 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagements will be deemed to have been completed even if we have not completed the services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

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

## ***Other fees***

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

## ***Finance charges and collection expenses***

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

## **Mediation**

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties (i.e., you and CLA). The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Colorado, without giving effect to choice of law principles.

### **Limitation of remedies**

**These limitation of remedies provisions are not applicable for any audit, examination, or agreed-upon procedures services provided to you.**

Our role is strictly limited to the services described in an SOW, and we offer no assurance as to the results or ultimate outcomes of any services or of any decisions that you may make based on our communications with you. You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers, employees, and agents (each a “CLA party”) and that this limitation of remedies provision is governed by the laws of the state of Colorado, without giving effect to choice of law principles.

You further agree that you will not hold CLA or any other CLA party liable for any claim, cost, or damage, whether based on warranty, tort, contract, or other law, arising from or related to this MSA, the services provided under an SOW, the work product, or for any plans, actions, or results of an SOW, except to the extent authorized by this MSA. In no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by a CLA party of our duties owed under this MSA and the specific SOW thereunder, but any recovery on any such claims shall not exceed the fees actually paid by you to CLA pursuant to the SOW that gives rise to the claim.

### **Time limitation**

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. The parties (you and CLA) agree that, notwithstanding any statute or law of limitations that might otherwise apply to a dispute, including one arising out of this MSA or the services performed under an SOW, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against any CLA party must be commenced as provided below, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery. An action to recover on a dispute shall be commenced within the shorter of these periods (“Limitation Period”):

### **Consulting services**

- For each service pursuant to an SOW, separately within twenty-four (24) months after the date we deliver the services or work product pursuant to the SOW on which the dispute is based, regardless of whether any CLA party provides other services for you under this MSA or other SOW.
- Within twenty-four (24) months from the date of our last billing for services performed pursuant to the SOW on which the dispute is based.
- Within twenty-four (24) months after the termination by either party of either this MSA or the district’s ongoing relationship with CLA.

***Tax services***

- For tax return preparation, separately within thirty-six (36) months after the date when we deliver any final tax return(s) pursuant to the SOW on which the dispute is based, regardless of whether any CLA party provides other services for you under this MSA or other SOW relating to said return(s).
- For tax consulting engagements, separately within thirty-six (36) months from the date of our last billing for services pursuant to the SOW on which the dispute is based.
- For all tax return and tax consulting engagements, within twelve (12) months from the date when you terminate this MSA or the district's ongoing relationship with CLA.

***Examination, compilation, and preparation services related to prospective financial information***

- For examination, compilation, and preparation services related to prospective financial information (i.e., forecasts and projections), separately within twelve (12) months after the dates when we deliver the work product pursuant to the SOW on which the dispute is based, regardless of whether any CLA party provides other services for you relating to the work product.

***Audit, review, examination, agreed-upon procedures, compilation, and preparation services other than those related to prospective financial information***

- For audit, review, examination, agreed-upon procedures, compilation, and preparation services, separately within twenty-four (24) months after the dates when we deliver the work product pursuant to the SOW on which the dispute is based, regardless of whether any CLA party provides other services for you relating to the work product.

The applicable Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a dispute.

***Other provisions***

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

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

You acknowledge and agree that this agreement and the pricing structure and billing rates of CLA are sensitive information which you shall not furnish or otherwise disclose to any third party without the prior written consent of CLA or as required by law.

We will be responsible for our own property and casualty, general liability, and workers compensation insurance, taxes, professional training, and other personnel costs related to the operation of our business.

When performing the services identified in applicable SOWs, we will utilize the resources available at the district, when applicable, to the extent practical to continue development of your personnel. During a portion of our work, we may require the use of your computers. We will try to give you advance notice and coordinate our use so it does not interfere with your employees.

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

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

The district agrees that CLA will not be assuming any fiduciary responsibility on your behalf during the course of this agreement, except as may be assumed in a SOW.

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

#### **Employment provision**

You agree that during the term of this agreement and for a period of one year after the expiration or termination date of this agreement, you will not solicit, hire, contract with, or engage the services of any person providing services to you on behalf of CLA without the prior written consent of CLA. You acknowledge that:

1. CLA personnel may be subject to agreements restricting their right to contract with or solicit business from you other than their service through CLA, and
2. If you breach this non-solicitation provision, you shall pay \$100,000 for the controller and \$75,000 for the staff to CLA as liquidated damages within two weeks of the date on which the former CLA employee or consultant begins his or her new employment with you.

You acknowledge and agree that CLA's damages resulting from violation of this section are difficult or impossible to estimate and that the sum stipulated above is a reasonable pre-estimate of the probable loss that CLA would incur based on the cost of replacement, training, lost resources for projects, and other factors and is not a penalty. Liquidated damages under this paragraph shall not limit or impair any other remedies CLA may seek for breach of this paragraph or this MSA.

## **Consent**

### ***Consent to use financial information***

Annually, we assemble a variety of benchmarking analyses using data obtained through our client engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this MSA will serve as your consent to use of Spruce Meadows Metropolitan District information in these cost comparison, performance indicator, and/or benchmarking reports.

### ***Subcontractors***

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

### ***Technology***

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

## **Termination of MSA**

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

## **Agreement**

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

Sincerely,

**CliftonLarsonAllen LLP**



Jason Carroll, CPA  
Principal  
(303) 265-7835  
Jason.Carroll@CLAconnect.com

**Response:**

This agreement correctly sets forth the understanding of Spruce Meadows Metropolitan District.

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



CliftonLarsonAllen LLP  
ICMOfficeAddressLine1  
ICMOfficeCity, ICMOfficeState ICMOfficeZipCode  
ICMOfficePhone | Fax ICMOfficeFax  
CLAconnect.com

## Compilation SOW

**This agreement constitutes a Statement of Work ("SOW") to the Master Service Agreement ("MSA") made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Spruce Meadows Metro District. The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.**

### Scope of professional services

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

### *Initial project services:*

- Complete 2020 audit exemption form, coordinate signatures from board members and file with the state auditors office.

### **Fee**

The fee for completing and filing the audit exemption is **\$2,000.**

### **Agreement**

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

Sincerely,

**CliftonLarsonAllen LLP**

Jason Carroll, CPA  
Principal

Spruce Meadows Metro District  
Board President

### **Response:**

This letter correctly sets forth the understanding of Spruce Meadows Metro District.

### **Accepted:**