

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

- A. Present Disclosures of Potential Conflicts of Interest and confirm quorum.
-
- B. Approve Agenda and confirm location of meeting and posting of notices.
-
- C. Discuss results of the cancelled of May 2, 2023 Regular Directors' Election (enclosure).
-
- D. Consider appointment of Officers:
- President _____
- Treasurer _____
- Secretary _____
- Asst. Secretary _____
- Asst. Secretary _____
- E. Consider authorizing interested Board Members to attend the 2023 Special District Association's Annual Conference in Keystone on September 12, 13 and 14, 2023.

II. CONSENT AGENDA (These items are considered to be routine and will be approved by one motion. There will be no separate discussion of these items unless requested; in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda.)

- Approval of Minutes from the April 27, 2023 Special Meeting (enclosure).
- Ratify / approve the payment of claims for the period ending June 30, 2023 in the amount of \$102,955.04 (enclosure).
- Ratify Acceptance of 2022 Annual Report on the Service Plan (enclosure).
- Ratify Independent Contractor Agreement with BBA Water Consultants, Inc. for Consulting Services Relating to Wells (enclosure).

III. WATER SYSTEM AND OPERATIONS MATTERS

- A. Discussion regarding Well 11 repairs and funding options.
-

IV. PUBLIC COMMENT

- A. _____

V. FINANCIAL MATTERS

- A. Review and accept the unaudited financial statements and cash position statement through the period ending March 31, 2023 (enclosure).
-
- B. Ratify approval of the preparation, execution and filing of the Application for Exemption from Audit for 2022 (enclosure - copy of application).
-
- C. Consider appointment of the District Accountant to prepare the 2024 Budget and set the date for a Public Hearing to adopt the 2024 Budget for November 2, 2023, 2023, at 6:00 p.m., to be held via Zoom Meeting.
-

VI. LEGAL MATTERS

- A. Review and consider engagement of White & Jankowski LLC for as water rights legal counsel.
-
- B. Review 2023 Legislative Memorandum (enclosure).
-

- C. Review and discuss Proposition HH and the effect on budgets and mill levies.
-

- D. Discuss Scheduled Town Hall/Annual Meeting November 2, 2023 at 5pm.
-

VII. OTHER MATTERS

- A. Review and discuss updating the website to conform with the 2024 ADA requirements.
-

VIII. ADJOURNMENT: **THE NEXT REGULAR MEETING IS SCHEDULED FOR NOVEMBER 2, 2023.**

**NOTICE OF CANCELLATION OF ELECTION
and
CERTIFIED STATEMENT OF RESULTS**

CREEKSIDE SOUTH ESTATES METROPOLITAN DISTRICT

NOTICE IS HEREBY GIVEN pursuant to § 1-13.5-513(6), C.R.S., that, at the close of business on February 28, 2023, there were not more candidates than offices to be filled, including candidates filing affidavits of intent to be write-in candidates, for Creekside South Estates Metropolitan District (the “**District**”). Therefore, the election for the District to be held on May 2, 2023 is hereby cancelled.

The following candidates for the District are declared elected by acclamation:

<u>Della Thompson</u>	<u>Until May 2025</u>
<u>Adalberto M. Mohar</u>	<u>Until May 2027</u>
<u>Peter Rediess</u>	<u>Until May 2027</u>

/s/ Ashley B. Frisbie
Designated Election Official

Contact Person for District:

Heather L. Hartung, Esq.
WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law
2154 E. Commons Avenue, Suite 2000
Centennial, Colorado 80122
(303) 858-1800

PUBLISHED IN: *Adams County Your Hub*
PUBLISHED ON: March 30, 2023

AVISO DE CANCELACIÓN DE LA ELECCIÓN
y
DECLARACIÓN CERTIFICADA DE LOS RESULTADOS

DISTRITO METROPOLITANO DE CREEKSIDE SOUTH ESTATES

SE NOTIFICA POR MEDIO DE LA PRESENTE según § 1-13.5-513(6), C.R.S., que, al cierre del día hábil del 28 de febrero de 2023, no había más candidatos que cargos a cubrir, incluyendo a los candidatos que presentaron declaraciones juradas de intención de ser candidatos por escrito, para el Distrito Metropolitano de Creekside South Estates (el “**Distrito**”). Por lo tanto, quedan canceladas las elecciones para el Distrito del 2 de mayo de 2023.

Los siguientes candidatos para el Distrito son declarados electos por aclamación:

<u>Della Thompson</u>	<u>Hasta mayo de 2025</u>
<u>Adalberto M. Mohar</u>	<u>Hasta mayo de 2027</u>
<u>Peter Rediess</u>	<u>Hasta mayo de 2027</u>

/s/ Ashley B. Frisbie
Representante electoral designada

Persona de contacto para el Distrito:

Heather L. Hartung, Esq.
WHITE BEAR ANKELE TANAKA & WALDRON
Licenciados en Derecho
2154 E. Commons Avenue, Suite 2000
Centennial, Colorado 80122
(303) 858-1800

PUBLICADO EN: *Adams County Your Hub*
PUBLICADO EL: March 30, 2023

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE CREEKSIDE SOUTH ESTATES METROPOLITAN DISTRICT (THE “DISTRICT”) HELD APRIL 27, 2023

A Special Meeting of the Board of Directors of the Creekside South Estates Metropolitan District (referred to hereafter as the “Board”) was convened on Thursday, April 27, 2023, at 6:00 p.m. This District Board meeting was held via Zoom. The meeting was open to the public.

Directors In Attendance Were:

David Deines
Della Thompson
Matthew Moeller
Al Mohar

Also, In Attendance Were:

Peggy Ripko; Special District Management Services, Inc.

Jason Fegel, John O’Brien; Boulder GWS LLC

Brad Simons; MMI Water Engineers LLC

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosures of Potential Conflicts of Interest: Ms. Ripko advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Ms. Ripko noted that a quorum was present and inquired into whether members of the Board had any disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No disclosures were noted.

ADMINISTRATIVE MATTERS

Agenda: Ms. Ripko distributed for the Board’s review and approval a proposed Agenda for the District’s Special meeting.

Following discussion, upon motion duly made by Director Deines, seconded by Director Thompson and, upon vote unanimously carried, the Agenda was approved, as presented.

Meeting Location/Manner and Posting of Meeting Notice: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S.,

RECORD OF PROCEEDINGS

concerning the location of the District's Board meeting. The Board noted that the District Board meeting was held by Zoom video/telephone conference. Ms. Ripko reported that notice was duly posted and that no objections to the video/telephonic manner of the meeting or any requests that the video/telephonic manner of the meeting be changed by taxpaying electors within the District boundaries have been received.

Consent Agenda: The Board considered the following actions:

- Approval of Minutes from the November 03, 2022 Special Meeting and March 23, 2023 Special Meeting.

Following review, upon motion duly made by Director Deines, seconded by Director Thompson and, upon vote, unanimously carried, the Board approved the Consent Agenda.

WATER SYSTEM AND OPERATIONS MATTERS

Maintenance and repair of Well 11: The Board discussed Well 11 repairs and update. The Board noted that the pump for Well 11 was reinstalled for emergency use, however the area will continue to be serviced by Well 7 until Well 11 is replaced.

Following discussion, upon motion duly made by Director Thompson, seconded by Director Moeller and, upon vote, unanimously carried, the Board directed SDMS to start the process to redrill Well 11.

PUBLIC COMMENT

There was no public comment.

OTHER BUSINESS

There was no other business to discuss.

ADJOURNMENT

There being no further business to come before the Board at this time, the meeting was adjourned.

Respectfully submitted,

By _____
Secretary for the Meeting

Creekside South Esates MD
Claims Listing

<u>Vendor</u>	<u>Chart of account</u>	<u>Invoice Date</u>	<u>Invoice #</u>	<u>Invoice Amount</u>
Alberts Water & Wastewaster Special	Split	10/01/2022	102022-394	4,233.35
Alberts Water & Wastewaster Special	Split	11/01/2022	112022-463	4,591.10
Alberts Water & Wastewaster Special	Split	12/01/2022	122022-133	5,130.85
Alberts Water & Wastewaster Special	Split	01/01/2023	012023-204	3,055.35
Alberts Water & Wastewaster Special	Split	02/01/2023	022023-272	4,407.93
Alberts Water & Wastewaster Special	Split	03/01/2023	032023-344	3,369.83
Alberts Water & Wastewaster Special	Split	04/01/2023	042023-416	3,840.16
Altitude Community Law P.C	9300 - Legal	07/22/2022	867941-A	493.79
Altitude Community Law P.C	9300 - Legal	07/22/2022	867941-B	48.00
Altitude Community Law P.C	9300 - Legal	07/22/2022	867941	565.50
Altitude Community Law P.C	9300 - Legal	10/24/2022	10 24 22	617.50
Altitude Community Law P.C	9300 - Legal	11/22/2022	878552	411.84
Altitude Community Law P.C	9300 - Legal	12/23/2022	880887	102.51
Altitude Community Law P.C	9300 - Legal	01/24/2023	883132	194.86
Altitude Community Law P.C	9300 - Legal	02/21/2023	02 21 23	2,620.50
Altitude Community Law P.C	9300 - Legal	03/24/2023	03 24 23	1,058.01
Altitude Community Law P.C	9300 - Legal	04/21/2023	04 21 23	540.79
Altitude Community Law P.C	9300 - Legal	05/24/2023	05/24/2023	1,205.00
Boulder Water Well Serv & Supply, I	9600 - Well repairs	12/20/2022	WO-15849	1,858.86
Boulder Water Well Serv & Supply, I	9600 - Well repairs	02/28/2023	WO-16230	265.25
Boulder Water Well Serv & Supply, I	9600 - Well repairs	03/13/2023	WO-16234	947.52
Boulder Water Well Serv & Supply, I	9600 - Well repairs	03/14/2023	WO-16300	255.00
Boulder Water Well Serv & Supply, I	9600 - Well repairs	05/04/2023	WO-16361	4,127.50
Boulder Water Well Serv & Supply, I	9600 - Well repairs	05/19/2023	WO-16716	4,677.74
Boulder Water Well Serv & Supply, I	9600 - Well repairs	06/06/2023	WO-16840	2,143.98
Boulder Water Well Serv & Supply, I	9600 - Well repairs	06/12/2023	WO-16906	213.75
Boulder Water Well Serv & Supply, I	9600 - Well repairs	06/27/2023	WO-17013	1,555.00
Diversified Underground	7100 - Planning & Engineering	10/31/2022	26552	45.00
Diversified Underground	7100 - Planning & Engineering	11/30/2022	26722	160.00
Diversified Underground	7100 - Planning & Engineering	12/31/2022	26880	10.00
Diversified Underground	7100 - Planning & Engineering	01/31/2023	27024	80.00
Diversified Underground	7100 - Planning & Engineering	02/28/2023	27181	10.00
Diversified Underground	7100 - Planning & Engineering	03/31/2023	27363	10.00
Diversified Underground	7100 - Planning & Engineering	04/30/2023	27539	10.00
Diversified Underground	7100 - Planning & Engineering	05/31/2023	27721	5.00
MMI Water Engineers, LLC	7100 - Planning & Engineering	11/14/2022	1685	221.00
MMI Water Engineers, LLC	7100 - Planning & Engineering	03/19/2023	1725	264.00
MMI Water Engineers, LLC	7100 - Planning & Engineering	04/16/2023	1739	176.00
MMI Water Engineers, LLC	7100 - Planning & Engineering	05/21/2023	1757	965.25
MMI Water Engineers, LLC	7100 - Planning & Engineering	05/21/2023	1757-A	1,126.00
MMI Water Engineers, LLC	7100 - Planning & Engineering	06/24/2023	1773	70.40
PST	9100 - District Management	03/07/2023	7998MNT	2,423.33
Simmons & Wheeler, P.C.	9050 - Accounting	10/31/2022	34260	721.50
Simmons & Wheeler, P.C.	9050 - Accounting	11/30/2022	34343	506.00
Simmons & Wheeler, P.C.	9050 - Accounting	12/31/2022	34565	847.57
Simmons & Wheeler, P.C.	9050 - Accounting	01/31/2023	34863	618.00
Simmons & Wheeler, P.C.	9050 - Accounting	02/17/2023	34976	122.50
Simmons & Wheeler, P.C.	9050 - Accounting	03/31/2023	35241	1,353.50
Simmons & Wheeler, P.C.	9050 - Accounting	04/30/2023	35545	359.50
Simmons & Wheeler, P.C.	9050 - Accounting	05/31/2023	35755	1,007.50
Special District Association	9200 - Insurance	02/03/2023	02 03 23	448.85
Special District Management Service	9100 - District Management	10/31/2022	10 31 22	3,247.13
Special District Management Service	Split	11/30/2022	11 30 22	1,849.90
Special District Management Service	Split	12/31/2022	12 31 22	1,866.04
Special District Management Service	9100 - District Management	01/31/2023	01 31 23	2,137.29
Special District Management Service	9100 - District Management	02/28/2023	02 28 23	4,176.35
Special District Management Service	9100 - District Management	03/31/2023	03 31 23	4,889.78
Special District Management Service	Split	04/30/2023	04 30 23	4,953.60
Special District Management Service	Split	05/31/2023	05 31 23	3,962.09
Utility Notification Center Colo	9450 - Miscellaneous	10/31/2022	222100363	15.60
Utility Notification Center Colo	9450 - Miscellaneous	11/30/2022	222110357	6.50
Utility Notification Center Colo	9450 - Miscellaneous	12/31/2022	222120336	1.30
Utility Notification Center Colo	9450 - Miscellaneous	01/31/2023	223010330	2.58
Utility Notification Center Colo	9450 - Miscellaneous	02/28/2023	223020331	2.58
Utility Notification Center Colo	9450 - Miscellaneous	03/31/2023	223030348	2.58
Utility Notification Center Colo	9450 - Miscellaneous	04/30/2023	223040363	3.87
White Bear Ankele Tanaka and Waldro	9300 - Legal	10/31/2022	24991	1,690.24
White Bear Ankele Tanaka and Waldro	Split	11/30/2022	25574	699.06
White Bear Ankele Tanaka and Waldro	Split	12/31/2022	26078	1,365.32
White Bear Ankele Tanaka and Waldro	Split	01/31/2023	26565	1,904.46
White Bear Ankele Tanaka and Waldro	Split	02/28/2023	27063	1,937.59
White Bear Ankele Tanaka and Waldro	Split	03/31/2023	27560	1,636.36
White Bear Ankele Tanaka and Waldro	Split	04/30/2023	28051	1,505.60
White Bear Ankele Tanaka and Waldro	Split	05/31/2023	28543	1,006.85
Total				<u>102,955.04</u>

**CREEKSIDE SOUTH ESTATES METROPOLITAN DISTRICT
ADAMS COUNTY, STATE OF COLORADO**

ANNUAL REPORT FOR FISCAL YEAR 2022

Pursuant to §32-1-207(3)(c) and the Service Plan for Creekside South Estates Metropolitan District (the “District”), approved on September 11, 2018, the District is required to provide an annual report to Adams County, Colorado (the “County”) with regard to the following matters:

For the year ending December 31, 2022, the District makes the following report:

1. Boundary changes made or proposed to the District’s boundary as of December 31 of the prior year.

There were no boundary changes to the District as of December 31, 2022.

2. Intergovernmental Agreements with other governmental entities either entered into or proposed as of December 31 of the prior year.

There were no Intergovernmental Agreements entered into or proposed with the District as of December 31, 2022.

3. Access Information for copies of the District’s rules and regulations, if any as of December 31 of the prior year.

The Resolution of the Board of Directors Regarding Residential Use of Lots adopted on July 7, 2022 may be found on the District’s website at www.creeksidesouthestatesmd.colorado.gov.

4. A summary of any litigation which involves the District Public Improvements as of December 31 of the prior year.

To our actual knowledge, based on review of the court records in Adams County, Colorado and the Public Access to Court Electronic Records (PACER), there is no litigation involving the District’s Public Improvements as of December 31, 2022.

5. Status of the District’s construction of the Public Improvements as of December 31 of the prior year.

There were no District construction projects for Public Improvements as of December 31, 2022.

6. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the County as of December 31 of the prior year.

There is no list of facilities and improvements constructed by the District that have been dedicated to and accepted by the County as of December 31, 2022.

7. The final assessed valuation of the District for the report year.

The final 2022 assessed valuation is attached hereto as **Exhibit A**.

8. The current year budget, including description of the Public Improvements to be constructed in such year.

The District’s 2023 Budget is attached hereto, as **Exhibit B**.

9. An audit of the District's financial statements for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or an audit exemption, if applicable.

The Application for Exemption from audit for 2022 is attached hereto as **Exhibit C**.

10. Notice of any uncured events of default under any District Debt instrument, which continued beyond a ninety (90) day period, under any Debt instrument.

The District had no debt instruments at December 31, 2022.

11. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

The District is current on all of its obligations.

EXHIBIT A

2022 CERTIFICATE OF ASSESSED VALUATION

Ken Musso
ASSESSOR



Assessor's Office
4430 South Adams County Parkway
2nd Floor, Suite C2100
Brighton, CO 80601-8201
PHONE 720.523.6038
FAX 720.523.6037
www.adcogov.org

December 1, 2022

CREEKSIDE SOUTH ESTATES METRO DIST
SPECIAL DISTRICT MANAGEMENT SERVICES INC
Attn: LISA A JOHNSON
141 UNION BLVD STE 150
LAKEWOOD CO 80228-1898

To LISA A JOHNSON:

Enclosed is the final 2022 certified value.

This value is subject to change by the State Board of Assessment Appeals and the State Board of Equalization as provided by law.

In accordance with the law, you are directed to certify a mill levy for the year 2022 by December 15, 2022.

Please note: If the mill levy is 0, a DLG form still needs to be returned.

Certification forms should be mailed to: Adams County Finance Department
4430 S. Adams County Pkwy. Ste. C4000A
Brighton, CO 80601

Please email completed DLG form to: MillLevy@adcogov.org
Questions: 720-523-6862

Sincerely,



Ken Musso
Adams County Assessor
KM/rmb

CERTIFICATION OF VALUATION BY ADAMS COUNTY ASSESSOR

Name of Jurisdiction: **464 - CREEKSIDE SOUTH ESTATES METRO DIST**

IN ADAMS COUNTY ON 12/1/2022

New Entity: No

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATIONS (5.5% LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) AND 39-5-128(1), C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2022 IN ADAMS COUNTY, COLORADO

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$2,133,460
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: *	\$2,098,520
3. LESS TIF DISTRICT INCREMENT, IF ANY:	\$0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$2,098,520
5. NEW CONSTRUCTION: **	\$0
6. INCREASED PRODUCTION OF PRODUCING MINES: #	\$0
7. ANNEXATIONS/INCLUSIONS:	\$0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: #	\$0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b) C.R.S.): ##	\$0
10. TAXES COLLECTED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1))(a) C.R.S.):	\$0.00
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a) C.R.S.) and (39-10-114(1)(a)(I)(B) C.R.S.):	\$0.00

* This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec.20(8)(b), Colo.

** New construction is defined as: Taxable real property structures and the personal property connected with the structure.

Jurisdiction must submit respective certifications (Forms DLG 52 AND 52A) to the Division of Local Government in order for the values to be treated as growth in the limit calculation.

Jurisdiction must apply (Forms DLG 52B) to the Division of Local Government before the value can be treated as growth in the limit calculation.

USE FOR 'TABOR' LOCAL GROWTH CALCULATIONS ONLY

IN ACCORDANCE WITH THE PROVISION OF ARTICLE X, SECTION 20, COLO CONST, AND 39-5-121(2)(b), C.R.S. THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2022 IN ADAMS COUNTY, COLORADO ON AUGUST 25, 2022

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: @	\$29,070,752
ADDITIONS TO TAXABLE REAL PROPERTY:	
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: !	\$0
3. ANNEXATIONS/INCLUSIONS:	\$0
4. INCREASED MINING PRODUCTION: %	\$0
5. PREVIOUSLY EXEMPT PROPERTY:	\$0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	\$0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT:	\$0

(If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.)

DELETIONS FROM TAXABLE REAL PROPERTY:

8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	\$0
9. DISCONNECTIONS/EXCLUSION:	\$0
10. PREVIOUSLY TAXABLE PROPERTY:	\$0

@ This includes the actual value of all taxable real property plus the actual value of religious, private schools, and charitable real property.

! Construction is defined as newly constructed taxable real property structures.

% Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1), C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS: 1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY:----->

\$0

NOTE: All levies must be Certified to the Board of County Commissioners NO LATER THAN DECEMBER 15, 2022

IN ACCORDANCE WITH 39-5-128(1.5) C.R.S. THE ASSESSOR PROVIDES:

HB21-1312 ASSESSED VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **

** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119 f(3), C.R.S.

Data Date: 11/29/2022

EXHIBIT B
2023 BUDGET

CREEKSIDE SOUTH ESTATES METROPOLITAN DISTRICT
2023
BUDGET MESSAGE

Attached please find a copy of the adopted 2023 budget for Creekside South Estates Metropolitan District.

The Creekside South Estates Metropolitan District has adopted a budget for one fund, a General Fund to provide for the payment of general operating expenditures.

The district's accountants have utilized the modified accrual basis of accounting and the budget has been adopted after proper postings, publications, and public hearing.

The primary sources of revenue for the district in 2023 will be property taxes and specific ownership taxes. The district intends to impose an 80.000 mill levy on the property within the district for 2023, which will be dedicated to the General Fund.

Creekside South Estates Metro District
Adopted Budget
General Fund
For the Years ended December 31, 2023

	Actual <u>2021</u>	Adopted Budget <u>2022</u>	Actual <u>6/30/2022</u>	Estimated <u>2022</u>	Adopted Budget <u>2023</u>
Beginning fund balance	\$ 33,261	\$ 96,204	\$ 143,584	\$ 143,584	195,144
Revenues:					
Property taxes	176,068	170,677	170,677	170,677	167,882
Specific ownership taxes	13,674	11,606	5,220	11,000	11,416
Other income	437	-	200	200	-
HOA refund	50,535	-	-	-	-
PDC (Great Western) Royalty	-	-	50,871	50,871	-
Interest income	239	1,000	214	500	1,000
Total revenues	<u>240,953</u>	<u>183,283</u>	<u>227,182</u>	<u>233,248</u>	<u>180,298</u>
Total funds available	<u>274,214</u>	<u>279,487</u>	<u>370,766</u>	<u>376,832</u>	<u>375,442</u>
Expenditures:					
Accounting	7,968	7,500	2,792	7,500	7,500
Election expenses	-	15,000	-	-	15,000
Engineering	957	4,500	644	4,000	4,500
Insurance	4,509	5,000	4,321	4,321	5,000
Legal - general	8,359	17,500	10,482	17,500	20,000
Legal - capital projects	-	4,500	-	-	4,500
Web access (5)	-	2,000	-	-	2,000
Management	21,373	11,000	9,912	11,000	11,550
Covenant control and enforcement	-	10,000	-	10,000	10,500
Gate repair (4)	-	-	-	-	-
Miscellaneous	958	1,000	2,797	3,000	1,000
Trash removal (2)	9,870	12,705	6,219	12,705	13,340
Utilities	12,153	13,000	4,722	13,000	13,000
Water operator contract	27,756	28,350	15,508	28,350	30,618
Water testing and treatment	17,017	25,000	10,548	25,000	25,000
Well maintenance	17,066	42,750	9,669	42,750	42,750
County Treasurer fees	2,644	2,562	2,561	2,562	2,520
Contingency	-	5,000	-	-	10,000
Well maintenance reserve (1)	-	66,049	-	-	150,401
Emergency reserve (3%)	-	6,071	-	-	6,263
Total expenditures	<u>130,630</u>	<u>279,487</u>	<u>80,175</u>	<u>181,688</u>	<u>375,442</u>
Ending fund balance	\$ 143,584	\$ -	\$ 290,591	\$ 195,144	-
Assessed valuation		\$ 2,133,460			2,098,520
Mill Levy		80.000			80.000

(1) Well Maintenance Reserve is the expected balance at the end of 2022 assuming no funds are used during 2022

(2) Trash is based upon the current monthly payment

(3) Royalty money from Great Western

(4) The District originally prepared a check in 2020 to DH Pace to repair the gate, the check was never released to them as they never performed the work. In 2021 the work was completed by Martin Custom Construction for

(5) Website design and maintenance will be handled by SDMS's office

EXHIBIT C

APPLICATION FOR EXEMPTION FROM 2022 AUDIT

APPLICATION FOR EXEMPTION FROM AUDIT

LONG FORM

NAME OF GOVERNMENT
ADDRESS

Creekside South Estates Metropolitan District
c/o White Bear Ankele Tanaka & Waldron
2154 E. Commons Avenue, Suite 2000
Centennial, CO 80122
Jennifer Gruber Tanaka
303/858-1800
jtanaka@wbapc.com

CONTACT PERSON
PHONE
EMAIL

For the Year Ended
12/31/2022
or fiscal year ended:

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:

Diane Wheeler

TITLE

District Accountant

FIRM NAME (if applicable)

Simmons & Wheeler, P.C.

ADDRESS

304 Inverness Way South, Suite 490 Englewood, CO 80112

PHONE

303-689-0833

DATE PREPARED

3/18/2023

RELATIONSHIP TO ENTITY

CPA engaged to prepare financial statements for the District

PREPARER (SIGNATURE REQUIRED)

Signature

Has the entity filed for, or has the district filed, a Title 32, Article 1 Special District Notice of Inactive Status during the year? [Applicable to Title 32 special districts only, pursuant to Sections 32-1-103 (9,3) and 32-1-104 (3), C.R.S.]

YES

☐

NO

☒

If Yes, date filed:

PART 1 - FINANCIAL STATEMENTS - BALANCE SHEET

* Indicate Name of Fund
NOTE: Attach additional sheets as necessary

Line #	Description	Governmental Funds		Assets	Description	Proprietary/Fiduciary Funds		Please use this space to provide explanation of any items on this page
		General Fund	Fund*			Fund*	Fund*	
1-1	Cash and Cash Equivalents	\$ 14,802	\$ -			\$ -	\$ -	
1-2	Investments	\$ 225,268	\$ -			\$ -	\$ -	
1-3	Receivables	\$ -	\$ -			\$ -	\$ -	
1-4	Due from Other Entities or Funds	\$ 1,005	\$ -			\$ -	\$ -	
1-5	Property Tax Receivable	\$ 167,882	\$ -			\$ -	\$ -	
	All Other Assets [specify...]							
1-6	Lease Receivable (as Lessor)	\$ -	\$ -			\$ -	\$ -	
1-7	Prepaid Insurance	\$ 3,906	\$ -			\$ -	\$ -	
1-8		\$ -	\$ -			\$ -	\$ -	
1-9		\$ -	\$ -			\$ -	\$ -	
1-10		\$ -	\$ -			\$ -	\$ -	
1-11		\$ 412,863	\$ -			\$ -	\$ -	
	TOTAL ASSETS							
	(add lines 1-1 through 1-10)							
	Deferred Outflows of Resources:							
1-12	[specify...]	\$ -	\$ -			\$ -	\$ -	
1-13	[specify...]	\$ -	\$ -			\$ -	\$ -	
1-14		\$ -	\$ -			\$ -	\$ -	
1-15	TOTAL DEFERRED OUTFLOWS							
	(add lines 1-12 through 1-13)							
	TOTAL ASSETS AND DEFERRED OUTFLOWS							
	(add lines 1-12 through 1-13)							
	Liabilities							
1-16	Accounts Payable	\$ 12,734	\$ -			\$ -	\$ -	
1-17	Accrued Payroll and Related Liabilities	\$ -	\$ -			\$ -	\$ -	
1-18	Accrued Interest Payable	\$ -	\$ -			\$ -	\$ -	
1-19	Due to Other Entities or Funds	\$ -	\$ -			\$ -	\$ -	
1-20	All Other Current Liabilities	\$ -	\$ -			\$ -	\$ -	
1-21	TOTAL CURRENT LIABILITIES							
	(add lines 1-16 through 1-20)							
1-22	All Other Liabilities [specify...]	\$ 12,734	\$ -			\$ -	\$ -	
1-23		\$ -	\$ -			\$ -	\$ -	
1-24		\$ -	\$ -			\$ -	\$ -	
1-25		\$ -	\$ -			\$ -	\$ -	
1-26		\$ -	\$ -			\$ -	\$ -	
1-27	TOTAL LIABILITIES							
	(add lines 1-21 through 1-26)							
	Deferred Inflows of Resources:							
1-28	Deferred Property Taxes	\$ 167,882	\$ -			\$ -	\$ -	
1-29	Lease related (as lessor)	\$ -	\$ -			\$ -	\$ -	
1-30	TOTAL DEFERRED INFLOWS							
	(add lines 1-28 through 1-29)							
	Fund Balance							
1-31	Nonspendable Prepaid	\$ -	\$ -			\$ -	\$ -	
1-32	Nonspendable Inventory	\$ -	\$ -			\$ -	\$ -	
1-33	Restricted [emergency]	\$ 6,263	\$ -			\$ -	\$ -	
1-34	Committed [specify...]	\$ -	\$ -			\$ -	\$ -	
1-35	Assigned [specify...]	\$ -	\$ -			\$ -	\$ -	
1-36	Unassigned:	\$ 225,984	\$ -			\$ -	\$ -	
1-37								
	TOTAL FUND BALANCE							
	(add lines 1-31 through 1-36)							
	TOTAL LIABILITIES, DEFERRED INFLOWS, AND FUND BALANCE							
	(add lines 1-27, 1-30 and 1-37)							
1-38		\$ 412,863	\$ -			\$ -	\$ -	

PART 2 - FINANCIAL STATEMENTS - OPERATING STATEMENT - REVENUES

Line #		Description	Governmental Funds		Proprietary/Fiduciary Funds		Please use this space to provide explanation of any items on this page
			General Fund	Fund*	Fund*	Fund*	
Tax Revenue							
2-1	Property (include mills levied in Question 10-6)		\$ 170,677	\$ -	\$ -	\$ -	
2-2	Specific Ownership		\$ 12,517	\$ -	\$ -	\$ -	
2-3	Sales and Use Tax		\$ -	\$ -	\$ -	\$ -	
2-4	Other Tax Revenue (specify...):		\$ -	\$ -	\$ -	\$ -	
2-5			\$ -	\$ -	\$ -	\$ -	
2-6			\$ -	\$ -	\$ -	\$ -	
2-7			\$ -	\$ -	\$ -	\$ -	
2-8	Add lines 2-1 through 2-7	TOTAL TAX REVENUE	\$ 183,194	\$ -	\$ -	\$ -	
2-9	Licenses and Permits		\$ -	\$ -	\$ -	\$ -	
2-10	Highway Users Tax Funds (HUTF)		\$ -	\$ -	\$ -	\$ -	
2-11	Conservation Trust Funds (Lottery)		\$ -	\$ -	\$ -	\$ -	
2-12	Community Development Block Grant		\$ -	\$ -	\$ -	\$ -	
2-13	Fire & Police Pension		\$ -	\$ -	\$ -	\$ -	
2-14	Grants		\$ -	\$ -	\$ -	\$ -	
2-15	Donations		\$ -	\$ -	\$ -	\$ -	
2-16	Charges for Sales and Services		\$ -	\$ -	\$ -	\$ -	
2-17	Rental Income		\$ -	\$ -	\$ -	\$ -	
2-18	Fines and Forfeits		\$ -	\$ -	\$ -	\$ -	
2-19	Interest/Investment Income		\$ 3,935	\$ -	\$ -	\$ -	
2-20	Tap Fees		\$ -	\$ -	\$ -	\$ -	
2-21	Proceeds from Sale of Capital Assets		\$ -	\$ -	\$ -	\$ -	
2-22	All Other (Royalty):		\$ 52,754	\$ -	\$ -	\$ -	
2-23	Misc		\$ 1,200	\$ -	\$ -	\$ -	
2-24	Add lines 2-8 through 2-23	TOTAL REVENUES	\$ 241,083	\$ -	\$ -	\$ -	
Other Financing Sources							
2-25	Debt Proceeds		\$ -	\$ -	\$ -	\$ -	
2-26	Lease Proceeds		\$ -	\$ -	\$ -	\$ -	
2-27	Developer Advances		\$ -	\$ -	\$ -	\$ -	
2-28	Other (specify...):		\$ -	\$ -	\$ -	\$ -	
2-29	Add lines 2-25 through 2-28	TOTAL OTHER FINANCING SOURCES	\$ -	\$ -	\$ -	\$ -	
2-30	Add lines 2-24 and 2-29	TOTAL REVENUES AND OTHER FINANCING SOURCES	\$ 241,083	\$ -	\$ -	\$ -	
IF GRAND TOTAL REVENUES AND OTHER FINANCING SOURCES for all funds (Line 2-29) are GREATER than \$750,000 - \$100, 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.							GRAND TOTALS
							241,083

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

Line #		Description	Governmental Funds		Proprietary/Fiduciary Funds		Please use this space to provide explanation of any items on this page
			General Fund	Fund*	Fund*	Fund*	
Expenditures							
3-1	General Government		\$ 161,408	\$ -	\$ -	\$ -	
3-2	Judicial		\$ -	\$ -	\$ -	\$ -	
3-3	Law Enforcement		\$ -	\$ -	\$ -	\$ -	
3-4	Fire		\$ -	\$ -	\$ -	\$ -	
3-5	Highways & Streets		\$ -	\$ -	\$ -	\$ -	
3-6	Solid Waste		\$ -	\$ -	\$ -	\$ -	
3-7	Contributions to Fire & Police Pension Assoc.		\$ -	\$ -	\$ -	\$ -	
3-8	Health		\$ -	\$ -	\$ -	\$ -	
3-9	Culture and Recreation		\$ -	\$ -	\$ -	\$ -	
3-10	Transfers to other districts		\$ -	\$ -	\$ -	\$ -	
3-11	Other [specify...]:		\$ -	\$ -	\$ -	\$ -	
3-12			\$ -	\$ -	\$ -	\$ -	
3-13			\$ -	\$ -	\$ -	\$ -	
3-14	Capital Outlay		\$ -	\$ -	\$ -	\$ -	
Debt Service							
3-15	Principal	(should match amount in 4-4)	\$ -	\$ -	\$ -	\$ -	
3-16	Interest		\$ -	\$ -	\$ -	\$ -	
3-17	Bond Issuance Costs		\$ -	\$ -	\$ -	\$ -	
3-18	Developer Principal Repayments		\$ -	\$ -	\$ -	\$ -	
3-19	Developer Interest Repayments		\$ -	\$ -	\$ -	\$ -	
3-20	All Other [specify...]:		\$ -	\$ -	\$ -	\$ -	
3-21			\$ -	\$ -	\$ -	\$ -	
Add lines 3-1 through 3-21			\$ 161,408	\$ -	\$ -	\$ -	GRAND TOTAL
3-22							\$ 161,408
TOTAL EXPENDITURES							
3-23	Interfund Transfers (in)		\$ -	\$ -	\$ -	\$ -	Prior period adjustment
3-24	Interfund Transfers Out		\$ -	\$ -	\$ -	\$ -	due to expenses recorded
3-25	Other Expenditures (Revenues):		\$ -	\$ -	\$ -	\$ -	two times in 2021.
3-26			\$ -	\$ -	\$ -	\$ -	
3-27			\$ -	\$ -	\$ -	\$ -	
3-28			\$ -	\$ -	\$ -	\$ -	
(Add lines 3-23 through 3-28)							
3-29							
TOTAL TRANSFERS AND OTHER EXPENDITURES			\$ -	\$ -	\$ -	\$ -	
3-30	Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures						
	Line 2-29, less line 3-22, less line 3-29		\$ 79,675	\$ -	\$ -	\$ -	
3-31	Fund Balance, January 1 from December 31 prior year report						
			\$ 143,584	\$ -	\$ -	\$ -	
3-32	Prior Period Adjustment (MUST explain)						
			\$ 8,988	\$ -	\$ -	\$ -	
3-33	Fund Balance, December 31						
	Sum of Lines 3-30, 3-31, and 3-32						
	This total should be the same as line 1-37.		\$ 232,247	\$ -	\$ -	\$ -	
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) 69-3000 for assistance.							

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 (803) 869-3000 for assistance.

PART 4 - DEBT OUTSTANDING, ISSUED, AND RETIRED

Please answer the following questions by marking the appropriate boxes.

Please use this space to provide any explanations or comments:

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

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

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

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

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

*must agree to prior year ending balance

Please answer the following questions by marking the appropriate boxes.

Please use this space to provide any explanations or comments:

4-5 Does the entity have any authorized, but unissued, debt [Section 29-1-604(2) C.R.S.]? ☐ YES ☒ NO

If yes:

How much? \$ 7,500,000

Date the debt was authorized: 11/6/2018

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

If yes:

How much? \$ -

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

If yes:

What is the amount outstanding? \$ -

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

If yes:

What is being leased?

What is the original date of the lease?

Number of years of lease?

Is the lease subject to annual appropriation?

What are the annual lease payments?

PART 5 - CASH AND INVESTMENTS

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

Please use this space to provide any explanations or comments:

5-1 YEAR-END Total of ALL Checking and Savings accounts

5-2 Certificates of deposit

	AMOUNT	TOTAL
	\$ 14,802	
TOTAL CASH DEPOSITS	\$ -	\$ 14,802

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

Colotrust

	\$ 225,268
	\$ -
	\$ -
	\$ -
TOTAL INVESTMENTS	\$ 225,268
TOTAL CASH AND INVESTMENTS	\$ 240,070

5-3

Please answer the following question by marking in the appropriate box

5-4 Are the entity's investments legal in accordance with Section 24-75-601, et. seq., C.R.S.? ☒ YES ☐ NO

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

PART 6 - CAPITAL AND RIGHT-TO-USE ASSETS

Please answer the following question by marking in the appropriate box

Please use this space to provide any explanations or comments:

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

6-3		Balance - beginning of the year ¹	Additions ²	Deletions	Year-End Balance
Complete the following Capital & Right-to-Use Assets table for GOVERNMENTAL FUNDS:					
Land		\$ -	\$ -	\$ -	\$ -
Buildings		\$ -	\$ -	\$ -	\$ -
Machinery and equipment		\$ -	\$ -	\$ -	\$ -
Furniture and fixtures		\$ -	\$ -	\$ -	\$ -
Infrastructure		\$ -	\$ -	\$ -	\$ -
Construction in Progress (CIP)		\$ -	\$ -	\$ -	\$ -
Leased Right-to-Use Assets		\$ -	\$ -	\$ -	\$ -
Intangible Assets		\$ -	\$ -	\$ -	\$ -
Other (explain):		\$ -	\$ -	\$ -	\$ -
Accumulated Amortization Right to Use Leased Assets (Enter a negative, or credit, balance)		\$ -	\$ -	\$ -	\$ -
Accumulated Depreciation (Enter a negative, or credit, balance)		\$ -	\$ -	\$ -	\$ -
TOTAL		\$ -	\$ -	\$ -	\$ -
6-4		Balance - beginning of the year ¹	Additions	Deletions	Year-End Balance
Complete the following Capital & Right-to-Use Assets table for PROPRIETARY FUNDS:					
Land		\$ -	\$ -	\$ -	\$ -
Buildings		\$ -	\$ -	\$ -	\$ -
Machinery and equipment		\$ -	\$ -	\$ -	\$ -
Furniture and fixtures		\$ -	\$ -	\$ -	\$ -
Infrastructure		\$ -	\$ -	\$ -	\$ -
Construction in Progress (CIP)		\$ -	\$ -	\$ -	\$ -
Leased Right-to-Use Assets		\$ -	\$ -	\$ -	\$ -
Intangible Assets		\$ -	\$ -	\$ -	\$ -
Other (explain):		\$ -	\$ -	\$ -	\$ -
Accumulated Amortization Right to Use Leased Assets (Enter a negative, or credit, balance)		\$ -	\$ -	\$ -	\$ -
Accumulated Depreciation (Enter a negative, or credit, balance)		\$ -	\$ -	\$ -	\$ -
TOTAL		\$ -	\$ -	\$ -	\$ -

¹ Must agree to prior year-end balance
² Generally capital asset additions should be reported at capital outlay on line 3-14 and capitalized in accordance with the government's capitalization policy. Please explain any discrepancy

PART 7 - PENSION INFORMATION

Please use this space to provide any explanations or comments:

- 7-1 Does the entity have an "old hire" firefighters' pension plan?
- 7-2 Does the entity have a volunteer firefighters' pension plan?
- 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 use this space to provide any explanations or comments:

Please answer the following question by marking in the appropriate box

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

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

Governmental/Proprietary Fund Name	Total Appropriations By Fund
General Fund	\$ 279,487
	\$ -
	\$ -
	\$ -

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

Please use this space to provide any explanations or comments:

Please answer the following question by marking in the appropriate box

- 9-1 Is the entity in compliance with all the provisions of TABOR [State Constitution, Article X, Section 20(b)]? ☒ YES ☐ NO

Note: An election to exempt the government from the spending limitations of TABOR does not exempt the government from the 3 percent emergency reserve requirement. All governments should determine if they meet the requirement of TABOR

PART 10 - GENERAL INFORMATION

Please use this space to provide any explanations or comments:

Please answer the following question by marking in the appropriate box

- 10-1 Is this application for a newly formed governmental entity? ☐ YES ☒ NO

If yes:

Date of formation:

- 10-2 Has the entity changed its name in the past or current year? ☐ YES ☒ NO

If Yes:

NEW name

PRIOR name

- 10-3 Is the entity a metropolitan district? ☐ YES ☒ NO

- 10-4 Please indicate what services the entity provides:

Water and sanitation

- 10-5 Does the entity have an agreement with another government to provide services? ☐ YES ☒ NO

If yes: List the name of the other governmental entity and the services provided:

- 10-6 Does the entity have a certified mill levy? ☐ YES ☒ NO

If yes: Please provide the number of mills levied for the year reported (do not enter \$ amounts):

Bond Redemption mills	0.000
General/Other mills	80.000
Total mills	80.000

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

OSA USE ONLY

[illegible]

PART 12 - GOVERNING BODY APPROVAL

Please answer the following question by marking in the appropriate box

YES ☒ NO ☐

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

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

Policy - Requirements

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

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

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

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

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

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

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

1	Full Name David Deines	I, <u>David Deines</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>David M. Deines</u> Date: <u>Mar 22, 2023</u> My term Expires: <u>May 2025</u>
2	Full Name Della Thompson	I, <u>Della Thompson</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 _____ Date: _____ My term Expires: <u>May 2025</u>
3	Full Name Adalberto Mohar	I, <u>Adalberto Mohar</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>Adalberto Mohar</u> Date: <u>Mar 21, 2023</u> My term Expires: <u>May 2025</u>
4	Full Name Matthew Moeller	I, <u>Matthew Moeller</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 _____ Date: _____ My term Expires: <u>May 2025</u>
5	Full Name	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: _____
6	Full Name	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	Full Name	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: _____

Creekside South Estates 2022

Interim Agreement Report

2023-03-22

Created: 2023-03-21

By: Diane Wheeler (diane@simmonswheeler.com)


Status: Out for Signature

Transaction ID: CBUCHBCAABAAJEIVUIMRR3O9xIVSHaDih_2-AeE8FIA


Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.


"Creekside South Estates 2022" History

 Document created by Diane Wheeler (diane@simmonswheeler.com)


2023-03-21 - 8:40:30 PM GMT

 Document emailed to Diane Wheeler (diane@simmonswheeler.com) for signature

2023-03-21 - 8:41:40 PM GMT

 Document emailed to dav.deines@gmail.com for signature


2023-03-21 - 8:41:40 PM GMT

 Document emailed to jardt@msn.com for signature


2023-03-21 - 8:41:40 PM GMT

 Document emailed to mathew.moeller@teradata.com for signature


2023-03-21 - 8:41:40 PM GMT

 Document emailed to almohar@comcast.net for signature


2023-03-21 - 8:41:40 PM GMT

 Document e-signed by Diane Wheeler (diane@simmonswheeler.com)

Signature Date: 2023-03-21 - 8:41:45 PM GMT - Time Source: server

 Email viewed by almohar@comcast.net

2023-03-21 - 9:33:55 PM GMT

 Signer almohar@comcast.net entered name at signing as Adalberto Mohar


2023-03-21 - 9:34:50 PM GMT




Adobe Acrobat Sign

 Document e-signed by Adalberto Mohar (almohar@comcast.net)


Signature Date: 2023-03-21 - 9:34:52 PM GMT - Time Source: server

 Email viewed by dav.deines@gmail.com

2023-03-22 - 3:57:02 PM GMT

 Signer dav.deines@gmail.com entered name at signing as David M. Deines

2023-03-22 - 3:58:25 PM GMT

 Document e-signed by David M. Deines (dav.deines@gmail.com)

Signature Date: 2023-03-22 - 3:58:27 PM GMT - Time Source: server

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

INDEPENDENT CONTRACTOR AGREEMENT
(CONSULTING SERVICES FOR REPLACEMENT WELL NO. 11)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 9th day of August 2023, by and between CREEKSIDE SOUTH ESTATES METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and BISHOP-BROGDEN ASSOCIATES, INC, a Colorado corporation d/b/a BBA Water Consultants, Inc. (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, the District was organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating, and maintaining certain public facilities and improvements for itself, its taxpayers, residents, and users; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., the District is empowered to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(i), C.R.S., the District is empowered to appoint, hire, and retain agents, employees, engineers, and attorneys; and

WHEREAS, the District desires to engage the Contractor to perform certain services as are needed by the District to serve the property within and without its boundaries; and

WHEREAS, the Contractor has represented that it has the professional experience, skill, and resources to perform the services, as set forth herein.

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

TERMS AND CONDITIONS

1. SCOPE OF SERVICES; PERFORMANCE STANDARDS. The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Services**”): (a) in a professional manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference, or disruption to the residents, tenants, occupants, and invitees within the District. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate

the District in any manner whatsoever, except to the extent specifically provided in this Agreement (including **Exhibit A**) or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) December 31, 2023. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew on January 1 of each succeeding year for an additional one (1) year term.

3. ADDITIONAL SERVICES. The District may, in writing, request the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the District has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the District immediately of any and all damage caused by the Contractor to District property and that of third parties. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to property caused by the Contractor or its employees, agents, or equipment. In addition, the Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information, which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment, and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience

and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill, and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the District's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor agrees that it has complied and will continue to comply with all Laws while providing Services under this Agreement. "**Laws**" means: (i) federal, state, county, and local or municipal body or agency laws, statutes, ordinances, and regulations; (ii) any licensing, bonding, and permit requirements; (iii) any laws relating to storage, use, or disposal of hazardous wastes, substances, or materials; (iv) rules, regulations, ordinances, and/or similar directives regarding business permits, certificates, and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws; and (vii) rules and regulations of the Colorado Department of Public Health and Environment..

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant, or employee of the District. Review, acceptance, or approval by the District of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions, or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the District, at the District's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("**Monthly Report**").

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit B**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit B**

of this Agreement, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the District of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("**W-9**"). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit B-1**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10th of each month, during the term of this Agreement and shall contain the following information:

- i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the District to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The District shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the District after the 10th of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the District within thirty (30) days of receipt of: (i) a timely, satisfactory, and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The District may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the District to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 27 hereof, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the District's approved budget. Such payment shall require review and approval of each Monthly Report and invoice by two officers of the District.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor shall have full power and authority to select the means, manner, and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to:

local, state or federal income, or other tax contributions, insurance contributions (e.g. FICA taxes), workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits, or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

10. **EQUAL OPPORTUNITY.** This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

11. **CONTRACTOR'S INSURANCE.**

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit C**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees, and agents is required for Commercial General Liability and workers' compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information, or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance, and automobile liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement, nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

12. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the District. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the District; or (iii) independently developed by the Contractor without use of the District's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the District and the Contractor. The Contractor agrees that any of its employees, agents, or subcontractors with access to any information designated thereunder as confidential information of the District shall agree to be bound by the terms of such confidentiality agreement.

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

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files, and other documents, in whatever form, shall remain the property of the District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's, or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through, or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers, and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed and/or materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15, below.

15. INDEMNIFICATION.

a. The Contractor shall defend, indemnify, and hold harmless the District and each of its directors, officers, contractors, employees, agents, and consultants (collectively, the "**District Indemnitees**"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "**Claims**"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents, or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the District Indemnitees for the negligence of the District or the negligence of any other District Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability acts, or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

b. In the event the Contractor fails to assume the defense of any Claims under this Section 15 within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth

in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

16. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

17. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the District for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the District's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities, or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the District. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days' prior written notice to the District and by the District by giving the Contractor thirty (30) days' prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 19. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors, or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees, and costs associated with such transition shall not be billed by the Contractor to the District.

19. DEFAULT. If either Party fails to perform in accordance with the terms, covenants, and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the

non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

20. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 20 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

District:

Creekside South Estates Metropolitan District
c/o Special District Management Services
141 Union Blvd., Suite 150
Lakewood, CO 80228
Attention: Peggy Ripko
Phone: (303) 987-0835
Email: pripki@sdmsi.com

With a Copy to:

WHITE BEAR ANKELE TANAKA & WALDRON
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Attention: Heather L. Hartung, Esq.
Phone: (303) 858-1800
E-mail: hhartung@wbapc.com

Contractor:

BBA Water Consultants, Inc.
c/o Bishop-Brogden Associates, Inc.
333 W. Hampden Ave., Suite 1050
Englewood, CO 80110
Attention: Daniel O. Niemela

Phone: (303) 806-8952
Email: dniemela@bbawater.com

21. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll, and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements, or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the District.

23. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

24. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

25. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

c. Litigation. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act

in a timely manner, or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

26. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

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

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

29. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

30. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void, or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid, or unenforceable provision so that the resulting reformed provision is legal, valid, and enforceable.

31. NO THIRD-PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is

the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

32. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

33. WARRANTY. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the “**Work**”) will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and all other applicable laws, ordinances, codes, rules, and regulations of any governmental authorities having jurisdiction over the Work. All Services are subject to the satisfaction and acceptance of the District, but payments for the completed Work will not constitute final acceptance nor discharge the obligation of the Contractor to correct defects at a later date. Such warranties set forth in this Agreement are in addition to, and not in lieu of, any other warranties prescribed by Colorado law.

34. TAX EXEMPT STATUS. The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

35. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[Signature pages follow].

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

DISTRICT:
CREEKSIDE SOUTH ESTATES
METROPOLITAN DISTRICT, a quasi-
municipal corporation and political subdivision
of the State of Colorado

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the District

***District's Signature Page to Independent Contractor Agreement for Consulting Services with
BISHOP-BROGDEN ASSOCIATES, INC, a Colorado corporation d/b/a BBA Water
Consultants, Inc., dated August 9, 2023***

CONTRACTOR:

BISHOP-BROGDEN ASSOCIATES, INC, a
Colorado corporation d/b/a BBA Water
Consultants, Inc., a Colorado corporation

Printed Name

Title

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____
20_____, by _____, as the _____ of BISHOP-BROGDEN
ASSOCIATES, INC, a Colorado corporation d/b/a BBA Water Consultants, Inc.

Witness my hand and official seal.

My commission expires: _____

Notary Public

***Contractor's Signature Page to Independent Contractor Agreement for Consulting Services
with Creekside South Estates Metropolitan District, dated August 9, 2023.***

EXHIBIT A

SCOPE OF SERVICES

The SCOPE OF SERVICES is to assist Creekside with this replacement well construction through management of communication, design, permitting, bidding, construction and testing of a replacement well along with abandonment of the existing well and the preparation of a summary report detailing the replacement well process. The District will contract directly with licensed well contractor(s) who will complete well drilling, construction, and testing of the new well and abandonment of the existing well.

1. Review Background Information (Required). As an initial step, we will review information associated with the existing well and the well replacement including the well permit file for the existing well, State well mapping and aquifer determination tools, decrees for Creekside's water rights, mapping associated with the location of the well and nearby well geophysical logs. Creekside has already provided local mapping of the lots where the existing well and replacement well will be located. Estimated cost: \$1,000.
2. Initial Kickoff Meeting (Required). We will meet with Creekside to discuss background information review, project objectives and to inspect the site. Estimated cost: \$900.
3. Communicate with Contractors to Develop Optimized Well Design (Required). We will communicate with Creekside's pump contractor, Boulder Water Well Service and Supply, to determine desired operational well yield and minimum casing size that will accommodate a pump shroud to ensure long-term well viability.

In addition, we will communicate with commercial / residential drilling contractors suited for the preferred construction and discuss potential well designs and construction approaches to develop a design and a level of technical detail that will be best received by the contractors interested in performing the work. Well designs that are too detailed or too technical can limit the number of contractors interested in a smaller project such as this and/or increase the cost of the project. We will also discuss construction options that identify potential cost savings such as using mill slotted screens as opposed to stainless steel, wire-wrapped screens. Estimated cost: \$1,500.

4. Well Permitting (Required). We will work with you to prepare and submit a water well permit application for the replacement well. The application will require a deed showing ownership of the land the well will be located on and we will rely on Creekside to provide that deed. As part of the permitting process, we will review and discuss the potential to waive the geophysical logging requirement for the well as a cost savings measure. Generally, well permits are approved within approximately 45 days of submittal and well permits are valid for one year with a one-time, one-year extension available. Estimated cost: \$1,000 (including permit application fee).

5. Prepare Well Design and Technical Specifications (Required). Based on our discussions with well contractors, we will prepare a well design and set of well technical specifications that communicate the details of the replacement well construction and abandonment of the old well. The specifications will describe the preferred well construction in a way that will be best received by the contractors. The technical specifications will include details regarding the location, site dimensions, borehole drilling, well construction, development and testing (if desired) of the replacement well. The well will be sized to accommodate 15 gpm pumping equipment with a shroud. The technical specifications will include a unit cost bid sheet to support the bidding process. We will seek feedback from you and Creekside regarding specific requirements that may also need to be included in the specifications. A well design and technical specifications can be finalized within 3 to 4 weeks after the identification and development of an optimized well design, see item 3. Estimated cost: \$3,700.
6. Assist with Bid Process (Required). We will assist Creekside with completion of a formal bid process by providing the technical specifications to interested contractors with a request to provide proposals for the project. For this Scope of Work, we assume that Creekside will advertise the bid as may be required. We recommend that the bid require a contractor pre-bid site inspection, item 7, below. We will review proposals submitted by contractors, summarize those proposals and communicate the summary of the received proposals with any comments to assist with the selection of a contractor to perform the work. We will work with you and Creekside to select a contractor and award the contract. Estimated cost: \$1,500.

7. Complete Pre-Bid Site Investigation with Contractors (Required). We will complete a site visit with contractors interested in the replacement well project prior to bid to review the site and identify any limitations or additional requirements such as water supplies, discharge locations, access, and locations to store or prepare materials. This is considered a required item so we can answer any questions regarding technical specifications and evaluate contractor competency based on the meeting. Estimated cost: \$1,100.
8. Provide Onsite Oversight and Guidance During Well Construction and Development (Recommended). During critical well drilling and construction phases, we propose to provide onsite oversight as a representative of Creekside. Depending on the final design of the well, we propose to provide onsite personnel to observe and document surface casing installation, monitor drilling progress, review mud additives and properties used and measured by the contractor, log drilling samples, provide a casing and screen design, observe and document well construction, observe and document gravel packing, and observe and document well development.

We will provide regular updates to Creekside as needed during the drilling, construction and development operations. The purpose of our onsite presence is to act as a representative for Creekside and to provide recommendations and guidance on certain portions of the well construction process. Estimated cost: \$11,900.

Initial to include this item: _____

In the alternative, Creekside could assign an individual to oversee well drilling and construction.

9. Provide Onsite Observation of Pump Testing (Recommended). After the well is constructed, the best practice is to install a temporary pump to test, further develop and determine a long-term yield for the well. Testing documents well production and assists Creekside in determining appropriate pump equipment for the well. Results of the well test will be summarized in a concise technical memorandum. Water quality sampling can be coordinated during this pump testing at the request of you or Creekside at an additional cost. Estimated cost: \$5,100.

Initial to include this item: _____

Pump testing using temporary pump equipment will increase contractor costs for the replacement well. Testing could be a simplified sustained yield test performed by the well contractor using permanent pump equipment without assistance or review by BBA. Because this is a replacement well and Creekside has other existing wells, Creekside's pump contractor already has knowledge regarding expected well yield, water demand and permanent pumping equipment. These expectations regarding well yield and pump equipment can be confirmed through the recommended pump testing program.

10. Assist With Pump Selection (Recommended). We are available to assist the pump contractor with the selection of pump equipment for the replacement well based on the results of the pump testing program. We propose to communicate our findings from the review of the pump testing program along with additional information regarding the well and system to the pump contractor to assist in pump equipment selection. Cost: \$1,200.

Initial to include this item: _____

Creekside has other existing and operating wells and the pump contractor likely already has knowledge of appropriate pump equipment for the replacement well.

11. Prepare and Provide Final Report (Optional). At the end of the construction and testing, we propose to prepare and provide a summary report that details the construction, development and testing. Estimated cost: \$3,000.

Initial to include this item: _____

A well completion report is an on-the-shelf reference that will be useful to address future questions regarding well pump setting and well cleaning, but is not required. That report provides greater detail than the Well Construction and Well Yield Estimate Report (Form GWS-31) that is filed by the drilling contractor with the State of Colorado.

12. Coordinate Existing Well Abandonment (Optional). After the construction and testing of the replacement well, the original well will need to be abandoned. We are available to coordinate, remotely, with the well contractor to confirm that the original well is abandoned and the proper paperwork is submitted to the State. Estimated cost: \$500.

Initial to include this item: _____

13. Contractor Invoicing (Recommended). We are available to review contractor invoicing to confirm actual amounts and provide comment regarding payment to the contractor. Estimated cost: \$900.

Initial to include this item: _____

EXHIBIT B

COMPENSATION SCHEDULE

Approved Scope of Work Summary

- | | |
|-------------------------------------|------------------------------------|
| (a) Required items: | \$10,700 |
| (b) Recommended and Optional items: | \$_____ (to be completed by Owner) |
| (c) Total | \$_____ (to be completed by Owner) |

We have not included any Adams County permitting efforts in the scope presented above. We will rely on Creekside or the contractor to complete any County permitting that may be required. We will also rely on the contractor to secure any discharge or construction permits (other than the well permit) that may be required.

We charge for consulting services based on hourly rates for our personnel assigned to your project. These rates include our employees' hourly salaries, general and administrative overhead, and fee. Our rates are reflected in the attached Standard Schedule of Compensation. Meetings in addition to those included in the Approved Scope of Work will be billed at our normal hourly rates.

The expenses our personnel incur in direct connection with the project will be billed to you at cost plus 10 percent. We will submit invoices monthly and terms of payment are net thirty days; interest at the rate of 1½ percent per month (annual rate 18 percent) will be added to that part of the balance not paid within thirty days of the invoice date. Services are subject to be discontinued on the project if payment on an invoice is not made within 45 days of the date of that invoice, unless prior arrangements have been made.

EXHIBIT B-1

CONTRACTOR'S COMPLETED W-9

EXHIBIT C

INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 11 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury, and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
 - a. premises operations;
 - b. personal injury liability without employment exclusion;
 - c. limited contractual;
 - d. broad form property damages, including completed operations;
 - e. medical payments;
 - f. products and completed operations;
 - g. independent consultants coverage; and
 - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant.

This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. If applicable: Contractor shall secure and maintain a third-party fidelity bond in favor of the District, covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the District. Such bond shall protect the District against any fraudulent or dishonest act which may result in the loss of money, securities,

or other property belonging to or in the possession of the District. Said bond shall be in an amount as determined by the District, from a surety acceptable to the District.

5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.
6. Professional liability insurance in the amount of \$2,000,000.00 each occurrence.

EXHIBIT C-1

CERTIFICATE(S) OF INSURANCE

EXHIBIT D

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF TRADE NAME

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, a Statement of Trade Name for:

BBA Water Consultants, Inc.

(Entity ID # 20191488915)

was filed in this office on 06/14/2019 with an effective date of 06/15/2019 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/07/2023 that have been posted, and by documents delivered to this office electronically through 08/08/2023 @ 11:14:39 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 08/08/2023 @ 11:14:39 in accordance with applicable law. This certificate is assigned Confirmation Number 15215101 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

BISHOP-BROGDEN ASSOCIATES, INC.

is a

Corporation

formed or registered on 12/28/1983 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871551024 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/07/2023 that have been posted, and by documents delivered to this office electronically through 08/08/2023 @ 11:15:23 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 08/08/2023 @ 11:15:23 in accordance with applicable law. This certificate is assigned Confirmation Number 15215108 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Creeside South Estates Metropolitan District
Financial Statements

March 31, 2023

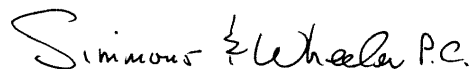
ACCOUNTANT'S COMPILATION REPORT

Board of Directors
Creekside South Estates Metropolitan District

Management is responsible for the accompanying financial statements of each major fund of Creekside South Estates Metropolitan District, as of and for the period ended March 31, 2023, which are comprised of the Balance Sheet and the related Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Governmental Funds and account groups for the three months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit the Statement of Net Position, Statement of Activities, Management Discussion and Analysis and all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the District's financial position and results of operations. Accordingly, the financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to Creekside South Estates Metropolitan District because we performed certain accounting services that impaired our independence.

Handwritten signature of Simmons & Wheeler P.C.

May 10, 2023
Englewood, Colorado

Creskide South Estates Metropolitan District
Balance Sheet - Governmental Funds
March 31, 2023

See Accountant's Compilation Report

	General <u>Fund</u>	Total <u>All Funds</u>
Assets		
Current assets		
Cash in checking	\$ 8,349	\$ 8,349
Cash in Colotrust	254,467	254,467
Taxes Receivable	25,999	25,999
Prepaid Expenses	<u>-</u>	<u>-</u>
	\$ <u>288,815</u>	\$ <u>288,815</u>
Liabilities and Equity		
Current liabilities		
Accounts payable	\$ 21,922	\$ 21,922
Deferred taxes	<u>-</u>	<u>-</u>
	<u>21,922</u>	<u>21,922</u>
Fund Equity		
Fund balance (deficit)	<u>266,893</u>	<u>266,893</u>
	<u>266,893</u>	<u>266,893</u>
	\$ <u>288,815</u>	\$ <u>288,815</u>

Creekside South Estates Metropolitan District
Statement of Revenues, Expenditures and Changes in Fund Balance
Governmental Funds
Budget and Actual
For the Three Months Ended March 31, 2023
General Fund

See Accountant's Compilation Report

	Annual <u>Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
Revenues			
Property taxes	\$ 167,882	\$ 78,604	\$ (89,278)
Specific ownership taxes	11,416	2,812	(8,604)
PDC (Great Western) Royalty	-	1,349	1,349
Interest income	<u>1,000</u>	<u>2,607</u>	<u>1,607</u>
	<u>180,298</u>	<u>85,372</u>	<u>(94,926)</u>
Expenditures			
Engineering	4,500	364	4,136
Accounting	7,500	2,094	5,406
Insurance/SDA Dues	5,000	4,355	645
Legal-General	20,000	6,986	13,014
Legal-Capital Projects	4,500	-	4,500
Election	15,000	2,366	12,634
Web access	2,000	-	2,000
Management	11,550	8,255	3,295
Covenanat Control and Enforcement	10,500	2,948	7,552
Trash Removal	13,340	3,486	9,854
Utilites	13,000	2,329	10,671
Water Operator Contract	30,618	7,494	23,124
Water Testing Treatment	25,000	4,388	20,612
Well Maintenance	42,750	3,891	38,859
Miscellaneous	1,000	25	975
Treasurer's Fees	2,520	1,179	1,341
Contingency	10,000	-	10,000
Well Maintenance Reserve	150,401	-	150,401
Emergency Reserve	<u>6,263</u>	<u>-</u>	<u>6,263</u>
	<u>375,442</u>	<u>50,160</u>	<u>321,146</u>
Excess (deficiency) of revenues over expenditures	(195,144)	35,212	226,220
Fund balance - beginning	<u>195,144</u>	<u>231,681</u>	<u>36,537</u>
Fund balance - ending	\$ <u><u>-</u></u>	\$ <u><u>266,893</u></u>	\$ <u><u>262,757</u></u>

APPLICATION FOR EXEMPTION FROM AUDIT

LONG FORM

NAME OF GOVERNMENT
ADDRESS

Creekside South Estates Metropolitan District
c/o White Bear Ankele Tanaka & Waldron
2154 E. Commons Avenue, Suite 2000
Centennial, CO 80122
Jennifer Gruber Tanaka
303/658-1800
jtanaka@wbapc.com

CONTACT PERSON
PHONE
EMAIL

For the Year Ended
12/31/2022
or fiscal year ended:

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

Diane Wheeler
District Accountant
Simmons & Wheeler, P.C.
304 Inverness Way South, Suite 490 Englewood, CO 80112
303-689-0833
3/18/2023
CPA engaged to prepare financial statements for the District

PREPARER (SIGNATURE REQUIRED)

Diane Wheeler

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:

APPLICATION FOR EXEMPTION FROM AUDIT
LONG FORM

NAME OF GOVERNMENT
ADDRESS

Creekside South Estates Metropolitan District
c/o White Bear Ankele Tanaka & Waldron
2154 E. Commons Avenue, Suite 2000
Centennial, CO 80122
Jennifer Gruber Tanaka
303/858-1800
|tanaka@wbapc.com

CONTACT PERSON
PHONE
EMAIL

For the Year Ended
12/31/2022
or fiscal year ended:

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:

Diane Wheeler

TITLE

District Accountant

FIRM NAME (if applicable)

Simmons & Wheeler, P.C.

ADDRESS

304 Inverness Way South, Suite 480 Englewood, CO 80112

PHONE

303-689-0833

DATE PREPARED

3/18/2023

RELATIONSHIP TO ENTITY

CPA engaged to prepare financial statements for the District

PREPARER (SIGNATURE REQUIRED)



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

YES

☐

NO

☒

If Yes, date filed:

PART 1 - FINANCIAL STATEMENTS - BALANCE SHEET

* Indicate Name of Fund
NOTE: Attach additional sheets as necessary.

Governmental Funds		Proprietary/Fiduciary Funds		Description	Please use this space to provide explanation of any items on this page
General Fund	Fund*	Fund*	Fund*		
Assets					
1-1	Cash & Cash Equivalents	\$ 14,802	\$ -	Cash & Cash Equivalents	\$ - \$
1-2	Investments	\$ 225,268	\$ -	Investments	\$ - \$
1-3	Receivables	\$ -	\$ -	Receivables	\$ - \$
1-4	Due from Other Entities or Funds	\$ 1,005	\$ -	Due from Other Entities or Funds	\$ - \$
1-5	Property Tax Receivable	\$ 167,882	\$ -	Other Current Assets [specify...]	\$ - \$
All Other Assets [specify...]					
1-6	Lease Receivable (as Lessor)	\$ -	\$ -	Total Current Assets	\$ - \$
1-7	Prepaid Insurance	\$ 3,906	\$ -	Capital & Right to Use Assets, net (from Part 6-4)	\$ - \$
1-8		\$ -	\$ -	Other Long Term Assets [specify...]	\$ - \$
1-9		\$ -	\$ -		\$ - \$
1-10		\$ -	\$ -		\$ - \$
1-11	TOTAL ASSETS (add lines 1-1 through 1-10)	\$ 412,863	\$ -	TOTAL ASSETS (add lines 1-1 through 1-10)	\$ - \$
Deferred Outflows of Resources:					
1-12	[specify...]	\$ -	\$ -	[specify...]	\$ - \$
1-13	[specify...]	\$ -	\$ -	[specify...]	\$ - \$
1-14	TOTAL DEFERRED OUTFLOWS (add lines 1-12 through 1-13)	\$ -	\$ -	TOTAL DEFERRED OUTFLOWS (add lines 1-12 through 1-13)	\$ - \$
1-15	TOTAL ASSETS AND DEFERRED OUTFLOWS	\$ 412,863	\$ -	TOTAL ASSETS AND DEFERRED OUTFLOWS (add lines 1-12 through 1-13)	\$ - \$
Liabilities					
1-16	Accounts Payable	\$ 12,734	\$ -	Accounts Payable	\$ - \$
1-17	Accrued Payroll and Related Liabilities	\$ -	\$ -	Accrued Payroll and Related Liabilities	\$ - \$
1-18	Unearned Property Tax Revenue	\$ -	\$ -	Accrued Interest Payable	\$ - \$
1-19	Due to Other Entities or Funds	\$ -	\$ -	Due to Other Entities or Funds	\$ - \$
1-20	All Other Current Liabilities	\$ -	\$ -	All Other Current Liabilities	\$ - \$
1-21	TOTAL CURRENT LIABILITIES (add lines 1-16 through 1-20)	\$ 12,734	\$ -	TOTAL CURRENT LIABILITIES (add lines 1-16 through 1-20)	\$ - \$
1-22	All Other Liabilities [specify...]	\$ -	\$ -	Proprietary Debt Outstanding (from Part 4-4)	\$ - \$
1-23		\$ -	\$ -	Other Liabilities [specify...]	\$ - \$
1-24		\$ -	\$ -		\$ - \$
1-25		\$ -	\$ -		\$ - \$
1-26		\$ -	\$ -		\$ - \$
1-27	TOTAL LIABILITIES (add lines 1-21 through 1-26)	\$ 12,734	\$ -	TOTAL LIABILITIES (add lines 1-21 through 1-26)	\$ - \$
Deferred Inflows of Resources:					
1-28	Deferred Property Taxes	\$ 167,882	\$ -	Deferred Inflows of Resources	\$ - \$
1-29	Lease related (as lessor)	\$ -	\$ -	Pension/OPEB Related	\$ - \$
1-30	TOTAL DEFERRED INFLOWS (add lines 1-28 through 1-29)	\$ 167,882	\$ -	TOTAL DEFERRED INFLOWS (add lines 1-28 through 1-29)	\$ - \$
Fund Balance					
1-31	Nonspendable Prepaid	\$ -	\$ -	Net Position	\$ - \$
1-32	Nonspendable Inventory	\$ -	\$ -	Net Investment in Capital Assets	\$ - \$
1-33	Restricted [emergency]	\$ 6,263	\$ -	Emergency Reserves	\$ - \$
1-34	Committed [specify...]	\$ -	\$ -	Other Designations/Reserves	\$ - \$
1-35	Assigned [specify...]	\$ -	\$ -	Restricted	\$ - \$
1-36	Unassigned:	\$ 225,984	\$ -	Undesignated/Unreserved/Unrestricted	\$ - \$
1-37	TOTAL FUND BALANCE (add lines 1-31 through 1-36)	\$ 232,247	\$ -	TOTAL NET POSITION (add lines 1-31 through 1-36)	\$ - \$
This total should be the same as line 3-33					
1-38	TOTAL LIABILITIES, DEFERRED INFLOWS, AND FUND BALANCE (add lines 1-27, 1-30 and 1-37)	\$ 412,863	\$ -	TOTAL LIABILITIES, DEFERRED INFLOWS, AND NET POSITION (add lines 1-27, 1-30 and 1-37)	\$ - \$
This total should be the same as line 1-15					

PART 2 - FINANCIAL STATEMENTS - OPERATING STATEMENT - REVENUES

Line #	Description	Governmental Funds		Proprietary/Fiduciary Funds	Please use this space to provide explanation of any items on this page
		General Fund	Fund*		
Tax Revenue					
2-1	Property (include mills levied in Question 10-a)	\$ 170,677	\$ -	\$ -	
2-2	Specific Ownership	\$ 12,517	\$ -	\$ -	
2-3	Sales and Use Tax	\$ -	\$ -	\$ -	
2-4	Other Tax Revenue [specify...]:	\$ -	\$ -	\$ -	
2-5		\$ -	\$ -	\$ -	
2-6		\$ -	\$ -	\$ -	
2-7		\$ -	\$ -	\$ -	
2-8	Add lines 2-1 through 2-7 TOTAL TAX REVENUE	\$ 183,194	\$ -	\$ -	
2-9	Licenses and Permits	\$ -	\$ -	\$ -	
2-10	Highway Users Tax Funds (HUTF)	\$ -	\$ -	\$ -	
2-11	Conservation Trust Funds (Lottery)	\$ -	\$ -	\$ -	
2-12	Community Development Block Grant	\$ -	\$ -	\$ -	
2-13	Fire & Police Pension	\$ -	\$ -	\$ -	
2-14	Grants	\$ -	\$ -	\$ -	
2-15	Donations	\$ -	\$ -	\$ -	
2-16	Charges for Sales and Services	\$ -	\$ -	\$ -	
2-17	Rental Income	\$ -	\$ -	\$ -	
2-18	Fines and Forfeits	\$ -	\$ -	\$ -	
2-19	Interest/Investment Income	\$ 3,935	\$ -	\$ -	
2-20	Tap Fees	\$ -	\$ -	\$ -	
2-21	Proceeds from Sale of Capital Assets	\$ -	\$ -	\$ -	
2-22	All Other [Royalty]:	\$ 52,754	\$ -	\$ -	
2-23	Misc	\$ 1,200	\$ -	\$ -	
2-24	Add lines 2-8 through 2-23 TOTAL REVENUES	\$ 241,083	\$ -	\$ -	
Other Financing Sources					
2-25	Debt Proceeds	\$ -	\$ -	\$ -	
2-26	Lease Proceeds	\$ -	\$ -	\$ -	
2-27	Developer Advances	\$ -	\$ -	\$ -	
2-28	Other [specify...]:	\$ -	\$ -	\$ -	
2-29	Add lines 2-25 through 2-28 TOTAL OTHER FINANCING SOURCES	\$ -	\$ -	\$ -	
2-30	Add lines 2-24 and 2-29 TOTAL REVENUES AND OTHER FINANCING SOURCES	\$ 241,083	\$ -	\$ -	
				GRAND TOTALS	241,083

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 25-1-604, 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		Proprietary/Fiduciary Funds		Please use this space to provide explanation of any items on this page
			General Fund	Fund*	Fund*	Fund*	
Expenditures							
3-1	General Government		\$ 161,408	\$ -		\$ -	
3-2	Judicial		\$ -	\$ -		\$ -	
3-3	Law Enforcement		\$ -	\$ -		\$ -	
3-4	Fire		\$ -	\$ -		\$ -	
3-5	Highways & Streets		\$ -	\$ -		\$ -	
3-6	Solid Waste		\$ -	\$ -		\$ -	
3-7	Contributions to Fire & Police Pension Assoc.		\$ -	\$ -		\$ -	
3-8	Health		\$ -	\$ -		\$ -	
3-9	Culture and Recreation		\$ -	\$ -		\$ -	
3-10	Transfers to other districts		\$ -	\$ -		\$ -	
3-11	Other (specify...):		\$ -	\$ -		\$ -	
3-12			\$ -	\$ -		\$ -	
3-13			\$ -	\$ -		\$ -	
3-14	Capital Outlay		\$ -	\$ -		\$ -	
	Debt Service						
3-15	Principal	(should match amount in 4-4)	\$ -	\$ -		\$ -	
3-16	Interest		\$ -	\$ -		\$ -	
3-17	Bond Issuance Costs		\$ -	\$ -		\$ -	
3-18	Developer Principal Repayments		\$ -	\$ -		\$ -	
3-19	Developer Interest Repayments		\$ -	\$ -		\$ -	
3-20	All Other (specify...):		\$ -	\$ -		\$ -	
3-21			\$ -	\$ -		\$ -	
3-22	Add lines 3-1 through 3-21		\$ 161,408	\$ -	Add lines 3-1 through 3-21		\$ 161,408
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/Amortization		
3-26			\$ -	\$ -	Other Financing Sources (Uses)		
3-27			\$ -	\$ -	Capital Outlay		
3-28			\$ -	\$ -	(from line 3-14)		
3-29			\$ -	\$ -	Debt Principal		
					(from line 3-15, 3-18)		
3-29	(Add lines 3-23 through 3-28)		TOTAL TRANSFERS AND OTHER EXPENDITURES		(Line 3-27, plus line 3-28, less line 3-26, less line 3-25, plus line 3-24) TOTAL GAAP RECONCILING ITEMS		
3-30	Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures		\$ -	\$ -			
	Line 2-29, less line 3-22, less line 3-29		\$ 79,675	\$ -	Net Increase (Decrease) in Net Position		
3-31	Fund Balance, January 1 from December 31 prior year report		\$ -	\$ -	Line 2-29, less line 3-22, plus line 3-29, less line 3-23		
3-32	Prior Period Adjustment (MUST explain)		\$ 143,584	\$ -	Net Position, January 1 from December 31 prior year report		
3-33	Fund Balance, December 31		\$ 8,988	\$ -	Prior Period Adjustment (MUST explain)		
	Sum of Lines 3-30, 3-31, and 3-32		\$ -	\$ -	Net Position, December 31		
	This total should be the same as line 1-37.		\$ 232,247	\$ -	Sum of Lines 3-30, 3-31, and 3-32		
					This total should be the same as line 1-37.		
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.

Please use this space to provide any explanations or comments:

- 4-1 Does the entity have outstanding debt? YES ☐ NO ☒
- 4-2 Is the debt repayment schedule attached? If no, MUST explain: YES ☐ NO ☒
- 4-3 Is the entity current in its debt service payments? If no, MUST explain: YES ☐ NO ☒

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

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

^a Must agree to prior year ending balance

- 4-5 Please answer the following questions by marking the appropriate boxes.
- 4-5 Does the entity have any authorized, but unissued, debt [Section 29-1-605(2) C.R.S.]? YES ☒ NO ☐
- If yes:
- How much? \$ 7,500,000
- Date the debt was authorized: 11/6/2018
- 4-6 Does the entity intend to issue debt within the next calendar year? YES ☐ NO ☒
- If yes:
- How much? \$ -
- 4-7 Does the entity have debt that has been refinanced that it is still responsible for? YES ☐ NO ☒
- If yes:
- What is the amount outstanding? \$ -
- 4-8 Does the entity have any lease agreements? YES ☐ NO ☒
- If yes:
- What is being leased?
- What is the original date of the lease?
- Number of years of lease?
- Is the lease subject to annual appropriation?
- What are the annual lease payments?

PART 5 - CASH AND INVESTMENTS

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

Please use this space to provide any explanations or comments:

5-1 YEAR-END Total of ALL Checking and Savings accounts

	AMOUNT	TOTAL
Certificates of deposit	\$ 14,802	
	\$ -	
TOTAL CASH DEPOSITS	\$ -	\$ 14,802

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

5-3

Colostrust	\$ 225,268
	\$ -
	\$ -
	\$ -
	\$ -
TOTAL INVESTMENTS	\$ 225,268

	YES	NO	N/A
TOTAL CASH AND INVESTMENTS	\$ 240,070		

Please answer the following question by marking in the appropriate box

- 5-4 Are the entity's investments legal in accordance with Section 24-75-601, et. seq., C.R.S.? YES ☒ NO ☐ N/A ☐
- 5-5 Are the entity's deposits in an eligible (Public Deposit Protection Act) public depository (Section 11-10.5-101, et seq. C.R.S.)? If no, MUST explain: YES ☒ NO ☐

PART 6 - CAPITAL AND RIGHT-TO-USE 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?

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:

6-3

Complete the following Capital & Right-To-Use Assets table for GOVERNMENTAL FUNDS:				
	Balance - beginning of the year ¹	Additions ²	Deletions	Year-End Balance
Land	\$ -	\$ -	\$ -	\$ -
Buildings	\$ -	\$ -	\$ -	\$ -
Machinery and equipment	\$ -	\$ -	\$ -	\$ -
Furniture and fixtures	\$ -	\$ -	\$ -	\$ -
Infrastructure	\$ -	\$ -	\$ -	\$ -
Construction In Progress (CIP)	\$ -	\$ -	\$ -	\$ -
Leased Right-to-Use Assets	\$ -	\$ -	\$ -	\$ -
Intangible Assets	\$ -	\$ -	\$ -	\$ -
Other (explain):	\$ -	\$ -	\$ -	\$ -
Accumulated Amortization Right to Use Leased Assets (Enter a negative, or credit, balance)	\$ -	\$ -	\$ -	\$ -
Accumulated Depreciation (Enter a negative, or credit, balance)	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -

6-4

Complete the following Capital & Right-To-Use Assets table for PROPRIETARY FUNDS:				
	Balance - beginning of the year ¹	Additions	Deletions	Year-End Balance
Land	\$ -	\$ -	\$ -	\$ -
Buildings	\$ -	\$ -	\$ -	\$ -
Machinery and equipment	\$ -	\$ -	\$ -	\$ -
Furniture and fixtures	\$ -	\$ -	\$ -	\$ -
Infrastructure	\$ -	\$ -	\$ -	\$ -
Construction In Progress (CIP)	\$ -	\$ -	\$ -	\$ -
Leased Right-to-Use Assets	\$ -	\$ -	\$ -	\$ -
Intangible Assets	\$ -	\$ -	\$ -	\$ -
Other (explain):	\$ -	\$ -	\$ -	\$ -
Accumulated Amortization Right to Use Leased Assets (Enter a negative, or credit, balance)	\$ -	\$ -	\$ -	\$ -
Accumulated Depreciation (Enter a negative, or credit, balance)	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -

¹ Must agree to prior year-end balance² Generally capital asset additions should be reported at capital outlay on line 3-14 and capitalized in accordance with the government's capitalization policy. Please explain any discrepancy

PART 7 - PENSION INFORMATION

YES ☐ NO ☒

Please use this space to provide any explanations or comments:

7-1 Does the entity have an "old hire" firefighters' pension plan?

7-2 Does the entity have a volunteer firefighters' pension plan?

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

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

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

Governmental/Proprietary Fund Name	Total Appropriations By Fund
General Fund	\$ 279,487
	\$ -
	\$ -
	\$ -

Please use this space to provide any explanations or comments:

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

Please answer the following question by marking in the appropriate box

- 9-1 Is the entity in compliance with all the provisions of TABOR [State Constitution, Article X, Section 20(5)]? ☒ YES ☐ NO

Note: An election to exempt the government from the spending limitations of TABOR does not exempt the government from the 3 percent emergency reserve requirement. All governments should determine if they meet this requirement of TABOR.

Please use this space to provide any explanations or comments:

PART 10 - GENERAL INFORMATION

Please answer the following question by marking in the appropriate box

- 10-1 Is this application for a newly formed governmental entity? ☐ YES ☒ NO

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:

Water and sanitation

- 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	0.000
General/Other mills	80.000
Total mills	80.000

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

OSA USE ONLY

Entity Wide:	General Fund	Governmental Funds	Notes
Unrestricted Cash & Investments	\$ 240,070	\$ 225,984	\$ 183,194
Current Liabilities	\$ 12,734	\$ 232,247	\$ -
Deferred Inflow	\$ 167,882	\$ 143,584	\$ 241,083
		\$ 241,083	\$ -
		\$ 161,408	\$ -
		\$ -	\$ -
Governmental			
Total Cash & Investments	\$ 240,070	\$ -	\$ -
Transfers In	\$ -	\$ -	\$ -
Transfers Out	\$ -	\$ -	\$ -
Property Tax	\$ 170,877	\$ -	\$ -
Debt Service Principal	\$ -	\$ -	\$ -
Total Expenditures	\$ 161,408	\$ -	\$ -
Total Developer Advances	\$ -	\$ -	\$ 7,500,000
Total Developer Repayments	\$ -	\$ -	\$ -
			11/6/2018

PART 12 - GOVERNING BODY APPROVAL

Please answer the following question by marking in the appropriate box

YES ☒ NO ☐

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

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

Policy - Requirements

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

Required elements and safeguards are as follows:

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

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

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

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

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

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

1	Full Name David Delnes	I, <u>David Delnes</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>David M. Delnes</u> My term Expires: <u>May 2025</u> Date: <u>Mar 22, 2023</u>
2	Full Name Della Thompson	I, <u>Della Thompson</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>Della Thompson</u> My term Expires: <u>May 2025</u> Date: <u>Mar 23, 2023</u>
3	Full Name Adalberto Mohar	I, <u>Adalberto Mohar</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>Adalberto Mohar</u> My term Expires: <u>May 2025</u> Date: <u>Mar 21, 2023</u>
4	Full Name Matthew Moeller	I, <u>Matthew Moeller</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>Matthew Moeller</u> My term Expires: <u>May 2025</u> Date: <u>Mar 23, 2023</u>
5	Full Name	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 _____ My term Expires: _____ Date: _____
6	Full Name	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 _____ My term Expires: _____ Date: _____
7	Full Name	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 _____ My term Expires: _____ Date: _____



MEMORANDUM

FROM: White Bear Ankele Tanaka & Waldron
DATE: May 10, 2023
RE: Overview of 2023 Legislation Affecting Special Districts and Community Associations

This year's Legislative Session officially wrapped up on May 8, 2023. As in past years we are providing a summary of the pertinent legislation impacting special districts and community associations. Each law listed below is linked to the Colorado General Assembly website and can be accessed by clicking the individual bill titles. Updated information related to laws that have not been signed as of the date of this memorandum or which do not officially become effective until after the referendum period runs will be provided on our website at www.whitebearankele.com. If you would like more detailed information on any of the information contained herein or on bills which were introduced but not passed, please let us know.

SPECIAL DISTRICT LEGISLATION

[HB23-1023: Special District Construction Contracts](#)

The law increases the requirement to publicly bid contracts for construction, materials, or both from \$60,000 to \$120,000 or more, and requires the amount to be adjusted for inflation every five years.

The law was signed by the Governor on March 17, 2023, and takes effect 90 days after the end of the legislative session, August 7, 2023, unless a referendum is filed. If a referendum is filed, then it will be on the November 2024 ballot.

[HB23-1062: Metropolitan District Tax For Parks And Recreation](#)

The law allows a metropolitan district that is not located in an incorporated municipality to levy a sales tax to provide parks or recreational facilities or programs within the district in which the tax is levied.

The law was signed by the Governor on April 17, 2023, and takes effect 90 days after the end of the legislative session, August 7, 2023, unless a referendum is filed. If a referendum is filed, then it will be on the November 2024 ballot.

HB23-1105: Homeowners' Association And Metropolitan District Homeowners' Rights Task Forces

The law creates the HOA homeowners' rights task force (HOA task force) and the metropolitan district homeowners' rights task force (metro district task force) in the division of housing (division) in the department of local affairs.

Members of the metro district task force must be designated or appointed on or before November 1, 2023. The metro district task force is required to:

- Study issues confronting metropolitan district homeowners' rights, including metropolitan district boards' tax levying authority and practices, foreclosure practices, communications with homeowners, and governance policies; and
- Prepare a report regarding its findings and conclusions, publish the report on the division's website, and submit copies of the report to the legislative committees and the governor on or before June 15, 2024.

The law was passed on May 7, 2023, and will be sent to the Governor for signature. If signed by the Governor, the law takes effect immediately. If not signed by the Governor, the law takes effect 30 days after the end of the legislative session.

See below for description of HOA task force specific details.

HB23-1259: Open Meetings Law Executive Session Violations

The law creates a right for a local public body to cure a violation of the open meetings law with respect to an executive session if the local public body takes the corrective action at its next meeting after the meeting at which the violation occurred or at the local public body's next meeting that is held at least 14 days after receiving notice by a person who intends to challenge the violation. The law also addresses standing to challenge a violation of the open meetings law, and the payment of attorney fees. If a local public body in connection with an executive session commits a third violation of the same nature within a one-year period, the local public does not have a right to cure the violation.

The law was passed on May 4, 2023, and will be sent to the Governor for signature. If signed by the Governor, the law takes effect immediately. If not signed by the Governor, the law takes effect 30 days after the end of the legislative session.

SB23-108: Allowing Temporary Reductions in Property Tax Due

The law allows a local government to provide temporary property tax relief through temporary property tax credits or mill levy reductions and later eliminate the credits or restore the mill levy. A temporary reduction in property taxes must be annually renewed by the local government.

The law was passed on May 7, 2023, and will be sent to the Governor for signature. If signed by the Governor, the law takes effect 90 days after the end of the legislative session, August 7, 2023, unless a referendum is filed. If a referendum is filed, then it will be on the November 2024 ballot.

SB23-110: Transparency for Metropolitan Districts

This law has four main sections to increase transparency for metropolitan districts.

- For a proposed metropolitan district that submits a service plan on or after January 1, 2024, the law requires the service plan to include a cap on the maximum mill levy and a cap on the maximum debt that may be issued by the metropolitan district.
- Beginning in the 2023 calendar year, the law requires the board of a metropolitan district to hold an annual “town hall” meeting if the metropolitan district was organized after January 1, 2000, has residential units within its boundaries, and is not on inactive status. This meeting is an opportunity for members of the public to ask questions about the metropolitan district. No formal action may be taken at the meeting and must ensure that the annual meeting includes a presentation from the metropolitan district regarding the status of public infrastructure projects within the metropolitan district and outstanding bonds, if any, a review of unaudited financial statements showing the year-to-date revenue and expenditures of the metropolitan district in relation to its adopted budget for that calendar year. Further, metropolitan districts will be required to include a public comment period at their budget hearing meeting to provide further opportunity for the public to provide formal, public comment.
- The law specifies that prior to issuing debt to a director of a metropolitan district or to an entity with respect to which a director of a metropolitan district must make a disclosure pursuant to current law, the board is required to receive a statement of a registered municipal advisor certifying specified criteria regarding the interest rate of the debt.
- The law requires the seller of residential real property that is located within a metropolitan district organized after January 1, 2000, to provide the purchaser of the property with the official website established by the metropolitan district. The seller is required to provide the information on the Colorado real estate commission approved seller's property disclosure.

The law was signed by the Governor on April 3, 2023, and takes effect 90 days after the end of the legislative session, August 7, 2023, unless a referendum is filed. If a referendum is filed, then it will be on the November 2024 ballot.

SB23-111: Public Employees' Workplace Protection

The law grants certain public employees, including individuals employed by various entities including special districts the right to:

- Discuss or express views regarding public employee representation or workplace issues;
- Engage in protected, concerted activity for the purpose of mutual aid or protection;
- Fully participate in the political process while off duty and not in uniform, including speaking with members of the public employer's governing body on terms and conditions of employment and any matter of public concern and engaging in other

political activities in the same manner as other citizens of Colorado without discrimination, intimidation, or retaliation; and

- Organize, form, join, or assist an employee organization or refrain from organizing, forming, joining, or assisting an employee organization.

The law also prohibits certain public employers from discriminating against, coercing, intimidating, interfering with, or imposing reprisals against a public employee for engaging in any of the rights granted.

The Colorado department of labor and employment (Department) is charged with enforcing any alleged violation of these rights and is granted rule-making authority. A party may appeal the Department's final decision to the Colorado court of appeals. The law requires the court of appeals to give deference to the Department.

The law was sent to the Governor on May 8, 2023, for signature. If signed by the Governor, the law takes effect 90 days after the end of the legislative session, August 7, 2023, unless a referendum is filed. If a referendum is filed, then it will be on the November 2024 ballot.

SB23-175: Financing of Downtown Development Authority Projects

The law amends the downtown development authority authorization act to make reauthorization less cumbersome and allow downtown development authorities to continue facilitating development. Following an initial period of 30-years and the option for one 20-year extension of a tax increment financing (TIF) arrangement, the law would allow a downtown development authority the option for an additional 20-year extension. During the 20-year extension periods authorized in the law, the default split of the incremental revenues under current law is continued unless the municipality and all other governmental entities reach an alternative agreement.

The law was sent to the Governor on May 4, 2023, for signature. If signed by the Governor, the law takes effect 90 days after the end of the legislative session, August 7, 2023, unless a referendum is filed. If a referendum is filed, then it will be on the November 2024 ballot.

SB23-286: Access to Government Records

The law makes various changes to the "Colorado Open Records Act" (CORA).

- *Public records open to inspection.* The law prohibits, with certain specified exceptions, a custodian of public records from requiring a requester to provide any form of identification to request or inspect records pursuant to CORA.
- *Format of records for inspection.* The law repeals requirements regarding records that are available in a sortable format and specifies that if a record is available in digital format, the custodian is required to transmit the record in a digital format by electronic communication or by another mutually-agreed upon transmission method if the size of the record prevents transmission by electronic communication. In addition, the law prohibits a custodian from converting a digital record into a non-searchable or non-sortable format prior to transmission.

- *Records subject to inspection.* The law adds to the category of records that a custodian can deny a right to inspect based on such disclosure being contrary to public interest the telephone number or home address that a person provides to an elected official, agency, institution, or political subdivision of the state for the purpose of future communication with the elected official, agency, institution, or political subdivision of the state.
- The law specifies that records of sexual harassment complaints made against an elected official and the results or report of investigations regarding alleged sexual harassment by an elected official conducted by or for that official's government shall be made available for inspection if the investigation concludes that the elected official is culpable for any act of sexual harassment. The law specifies that the identity of any accuser, accused who is not an elected official, victim, or witness and any other information that would identify any such person must be redacted.
- *Electronic mail policy.* The law requires each member of the general assembly, the governor's office, each office of the governor, and each state agency and institution to submit, on or before January 1, 2024, a report to the staff of the legislative council of the general assembly outlining its respective electronic mail retention policy.
- *Transmission and per-page fees for records.* The law specifies that the custodian may not charge a per-page fee if records are provided in a digital or electronic format.
- *Electronic payments.* The law requires a custodian to allow records requesters to pay any fee or deposit associated with the request via a credit card or electronic payment if the custodian allows members of the public to pay for any other product or service provided by the custodian with a credit card or electronic payment.

The law was passed on May 7, 2023, and will be sent to the Governor for signature. If signed by the Governor, the law takes effect 90 days after the end of the legislative session, August 7, 2023, unless a referendum is filed. If a referendum is filed, then it will be on the November 2024 ballot.

SB32-303: Reduce Property Taxes and Voter-Approved Revenue Change

The law concerns a reduction in property taxes by several methods:

1. The law creates limits on annual property tax increases from the prior property tax year for certain local governments, including special districts, at inflation levels unless the local government takes specified actions to exceed the limitations.
2. The law temporarily reduces the valuation for assessment of certain residential and nonresidential property.

Nonresidential Property:

For lodging property, property listed under any improved commercial subclass code, and all other nonresidential property, excluding agricultural property and renewable energy production property, the assessment rate is reduced as follows:

- 27.9% to 27.85% for 2023 property tax year;
- 27.85% for the 2024 through 2026 property tax years;
- 27.65% for the 2027 and 2028 property tax years;
- 26.9% for the 2029 and 2030 property tax years; and
- 25.9% or 26.9% for the 2031 and 2032 property tax years, depending on the increase in the valuation in the 32 counties with the smallest increases from the 2030 to 2031 property tax years (revenue increases).

For agricultural property, excluding renewable energy agricultural land, and renewable energy property, the assessment rate is reduced as follows:

- 29% to 26.4% for the 2025 through 2030 property tax years; and
- 25.9% or 26.4% for the 2031 and 2032 property tax years, depending on the increase in the valuation in the 32 counties with the smallest revenue increases.

For renewable energy agricultural land, which is a newly created subclass of agricultural property, the assessment rate is reduced from 29% to 21.9% for the 2024 through 2032 property tax years.

Beginning with the 2033 property tax year, all temporary valuation reductions expire, and the valuation of all nonresidential real property is 29% of the actual value of the property.

Residential Property:

The law further reduces the valuation of residential real property as follows:

- *For the 2023 property tax year:* the valuation is reduced from 6.765% of the amount equal to the actual value minus the lesser of \$15,000 or the amount that causes the valuation to be \$1,000 (alternate amount) to 6.7% of the amount equal to the actual value minus the lesser of \$40,000 or the alternate amount.
- *For the 2024 property tax year:* the valuation is reduced as follows:
 - For multi-family residential real property, the valuation is reduced from 6.8% of the actual value to 6.7% of the amount equal to the actual value minus the lesser of \$40,000 or the alternate amount; and
 - For all other residential real property, the valuation is reduced from an estimate of 6.98% of the actual value to 6.7% of the amount equal to the actual value minus the lesser of \$40,000 or the alternate amount.
- *For the 2025 through 2032 property tax years:*
 - For multi-family residential real property and primary residence real property, including multi-family primary residence real property, the valuation is reduced from 7.15% of the actual value to 6.7% of the actual value minus the lesser of \$40,000 or the alternate amount;

- For qualified-senior primary residence real property, including multi-family qualified-senior primary residence real property, the valuation is reduced from 7.15% of the actual value to 6.7% of the amount equal to the actual value minus \$140,000 or the alternate amount; and
- For all other residential real property, the assessment rate is reduced from 7.15% to 6.7 %.

Beginning with the 2033 property tax year, all temporary valuation reductions expire and the valuation of all residential real property is 7.15% of the actual value of the property.

The law also establishes that all temporary reductions in valuation for residential and nonresidential property created in the law are contingent on the State's ability to retain and spend state surplus up to the proposition HH cap. If, for any reason, excluding a legislative enactment by the general assembly, the State is not permitted to retain and spend this money, then the temporary reductions in the law do not apply.

3. Creates new subclasses of residential property;
4. Permits the State to retain and spend revenue up to the proposition cap;
5. Requires the retained revenue to be used to reimburse certain local governments for lost property tax revenue and to be deposited in the State education fund to backfill the reduction in school district property tax revenue;
6. Transfers general fund money to the State public school fund and to a cash fund to also be used for the reimbursements;
7. Eliminates the cap on the amount of excess State revenues that may be used for the reimbursements for the 2023 property tax year; and
8. Refers a ballot issue to the voters at the November 2023 election that asks voters whether property taxes should be reduced and that seeks voter approval to retain and spend excess state revenues that will be used to backfill some of the reduced property tax revenue.

The law was passed on May 8, 2023, and will be sent to the Governor for signature. If signed, except as noted in the law, the majority of the law will take effect only if a majority of voters approve the ballot issued referred to in November 2023.

COMMUNITY ASSOCIATION LEGISLATION

[HB23-1105: Homeowners' Association And Metropolitan District Homeowners' Rights Task Forces](#)

The law creates the HOA homeowners' rights task force (HOA task force) and the metropolitan district homeowners' rights task force (metro district task force) in the division of housing (division) in the department of local affairs.

Members of the HOA task force must be designated or appointed on or before August 1, 2023. The HOA task force is required to:

- Study issues confronting HOA homeowners' rights, including homeowners' associations' fining authority and practices, foreclosure practices, communications with homeowners and the availability and method of making certain documents available to HOA homeowners in the association;
- Review HOA homeowners' complaints and relevant state and federal laws related to common interest communities;
- Prepare an interim report regarding its findings and conclusions, publish the interim report on the division's website, and submit copies of the report to the metro district task force on or before October 15, 2023; and
- Prepare a final report, publish the final report on the division's website, and submit copies of the final report to the metro district task force, the legislative committees with oversight of housing and local government issues (legislative committees), and the governor on or before April 15, 2024.

The law was passed on May 7, 2023, and will be sent to the Governor for signature. If signed by the Governor, the law takes effect immediately. If not signed by the Governor, the law takes effect 30 days after the end of the legislative session.

See above for description of metropolitan district task force specific details.

HB23-1233: Electrical Vehicle Charing and Parking Requirements

The law requires the state electrical board to adopt rules facilitating electric vehicle charging at multifamily buildings, limiting the ability of the state electrical board to prohibit the installation of electric vehicle charging stations, forbidding private prohibitions on electric vehicle charging and parking, requiring local governments to count certain spaces served by an electric vehicle charging station for minimum parking requirements, forbidding local governments from prohibiting the installation of electric vehicle charging stations, exempting electric vehicle chargers from business personal property tax, and authorizing electric vehicle charging systems along highway rights-of-way.

The law was passed on May 4, 2023, and will be sent to the Governor for signature. If signed by the Governor, the law takes effect immediately. If not signed by the Governor, the law takes effect 30 days after the end of the legislative session.

SB23-178: Water Wise Landscaping

Under current law, a unit owners' association (association) of a common interest community may not prohibit the use of xeriscape, nonvegetative turf grass, or drought-tolerant vegetative landscapes to provide ground covering to property for which a unit owner is responsible. There is, however, an exception authorizing an association to adopt and enforce design or aesthetic guidelines or rules that apply to nonvegetative turf grass and drought-tolerant vegetative landscapes or to regulate the type, number, and placement of drought-tolerant plantings and hardscapes that may be installed on a unit owner's property, on a limited common element, or on other property for which the unit owner is responsible.

The law states that an association's guidelines or rules must:

- Not prohibit the use of nonvegetative turf grass in the backyard of a unit owner's property;
- Not unreasonably require the use of hardscape on more than 20% of the landscaping area of a unit owner's property;
- Allow a unit owner an option that consists of at least 80% drought-tolerant plantings; and
- Not prohibit vegetable gardens in the front, back, or side yard of a unit owner's property.

The law also requires an association to permit the installation of at least 3 garden designs that are preapproved by the association for installation in front yards within the common interest community. To be preapproved, a garden design must adhere to the principles of water-wise landscaping or be part of a water conservation program operated by a local water provider.

The law allows a unit owner who is affected by an association's violation of the new requirements to bring a civil action to restrain further violation and to recover up to a maximum of \$500 or the unit owner's actual damages, whichever is greater. The law states that the new provisions apply only to a unit that is a single-family detached home and do not apply to:

- A unit that is a single-family attached home that shares one or more walls with another unit; or
- A condominium.

The law was sent to the Governor on May 5, 2023. If signed by the Governor, the law takes effect 90 days after the end of the legislative session, August 7, 2023, unless a referendum is filed. If a referendum is filed, then it will be on the November 2024 ballot.