

## FAIRWAYS METROPOLITAN DISTRICT

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

### NOTICE OF REGULAR MEETING AND AGENDA OF THE BOARD OF DIRECTORS OF THE FAIRWAYS METROPOLITAN DISTRICT AND OF THE WASTEWATER UTILITY ENTERPRISE

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
John Pavlovic	President/Archivist	2022/May 2022
Gerald “Jerry” Schram	Treasurer	2023/May 2023
Wilmer “Catt” Wilson	Assistant Secretary	2023/May 2023
<b>VACANT</b>		2022/May 2022
<b>VACANT</b>		2022/May 2022
David Solin	Secretary	

DATE: October 11, 2021 (Monday)  
TIME: 5:30 P.M.  
**PLACE: VIA Conference Call ONLY**

***\*NOTE: given current events and current advice and directives from local, state and federal jurisdictions related to COVID-19, this meeting is being held by teleconference only. Board members, consultants and members of the public may participate by teleconference by utilizing the following teleconference information: Conference Line: 1-877-250-3814; Passcode: 5592663.***

#### I. ADMINISTRATIVE MATTERS

- A. Present Disclosures of Potential Conflicts of Interest.  

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- B. Approve Agenda; confirm location of meeting and posting of meeting notices.  

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- C. Review and approve Minutes of the July 12, 2021 Special Meeting (enclosure).  

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- D. Consider Regular Meeting dates for 2022 (suggested dates are January 10, April 11, July 11 and October 10, 2022). Review and consider approval of Resolution No. 2021-10-\_\_\_; Resolution Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices (enclosure).  

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- D. Discuss §32-1-809, C.R.S., Transparency Notice reporting requirements and mode of eligible elector notification (2022 SDA Website).
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- E. Review and consider approval of Eligible Governmental Entity Agreement between the Statewide Internet Portal Authority and the District (enclosure).
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## II. COMMUNITY COMMENTS

- A. \_\_\_\_\_

## III. FINANCIAL MATTERS

- A. Review and ratify the approval of the payment of claims as follows (enclosures):

Fund	Period ending July 31, 2021	Period ending August 31, 2021	Period ending Sept. 30, 2021
General	\$ 10,345.79	\$ 4,051.79	\$ 2,321.44
Capital	\$ -0-	\$ -0-	\$ -0-
Enterprise	\$ 6,232.71	\$ 12,146.16	\$ 21,404.39
<b>Total Claims</b>	<b>\$ 16,578.50</b>	<b>\$ 16,197.95</b>	<b>\$ 23,725.83</b>

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- B. Review and accept the unaudited financial statements and cash position schedule for the period ending September 30, 2021 (enclosure).
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- C. Discuss and consider approval of Xpress Bill Pay for online payment processing.
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- D. Review and consider adoption of Resolution No. 2021-10-\_\_\_ to Certify Delinquent Accounts to County Treasurer (enclosure).
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- E. Consider engagement of Dazzio & Associates, PC for preparation of 2021 Audit, in the amount of \$4,900 (enclosure).
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- F. Conduct Public Hearing to consider Amendment to 2021 Budget (if necessary) and consider adoption of Resolution to Amend the 2021 Budget and Appropriate Expenditures.
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- G. Conduct Public Hearing on the proposed 2022 Budget and consider adoption of Resolution to Adopt the 2022 Budget and Appropriate Sums of Money and Set Mill Levies for General Fund \_\_\_\_\_, Debt Service Fund \_\_\_\_\_, and Other Fund(s) \_\_\_\_\_ for a total mill levy of \_\_\_\_\_ (enclosures – preliminary AV, draft 2022 Budget, and Resolutions).
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- H. Consider authorizing the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.
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- I. Consider appointment of District Accountant to prepare the 2023 Budget, and set the date of the Budget Hearing as October 10, 2022.
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#### IV. LEGAL MATTERS

- A. Discuss status of Memorandum of Understanding with Lake Valley Golf Club.
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- B. Consider adoption of Resolution No. 2021-10-\_\_; Resolution Calling a Regular Election for Directors on May 3, 2022, appointing the Designated Election Official (“DEO”), and authorizing the DEO to perform all tasks required for the conduct of mail ballot election (enclosure). Self-Nomination forms are due by February 25, 2022. Discuss the need for ballot issues and/or questions.
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#### V. ENGINEERING / OPERATIONS MATTERS

- A. Operator’s Report.
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- B. Engineer’s Report.
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#### VI. OTHER MATTERS

- A. Discuss synthetic wipe designs and mechanical treatment options.
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- B. Discuss status of the extra pond covers.
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VII. ADJOURNMENT ***THERE ARE NO MORE REGULAR MEETINGS SCHEDULED  
FOR 2021.***

## RECORD OF PROCEEDINGS

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### MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE FAIRWAYS METROPOLITAN DISTRICT AND THE BOARD OF DIRECTORS OF THE WASTEWATER UTILITY ENTERPRISE HELD JULY 12, 2021

A Special Meeting of the Board of Directors of the Fairways Metropolitan District (the “District”) and the Board of Directors of the Wastewater Utility Enterprise (referred to hereafter collectively as the “Board”) was duly called and held on Monday, the 12<sup>th</sup> day of July, 2021, at 5:30 p.m. Due to concerns regarding the spread of the coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, the District Board meeting was held by teleconference call. The meeting was open to the public.

#### ATTENDANCE

##### Directors In Attendance Were:

John Pavlovic  
Wilmer “Catt” Wilson

Following discussion, upon motion duly made by Director Pavlovic, seconded by Director Wilson and, upon vote, unanimously carried, the absence of Director Schram was excused.

##### Also In Attendance Were:

David Solin; Special District Management Services, Inc.

Gabrielle Begeman; ORC Water Professionals, Inc. (“ORC”) (for a portion of the meeting)

Bradley Simmons; MMI Water Engineer’s L.L.C. (for a portion of the meeting)

#### DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

**Disclosure of Potential Conflicts of Interest:** Mr. Solin noted that a quorum was present and discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The members of the Board were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with statute. There were no additional disclosures made.

## RECORD OF PROCEEDINGS

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### **ADMINISTRATIVE MATTERS**

**Agenda:** Mr. Solin reviewed with the Board a proposed Agenda for the District's Special Meeting.

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

**Board Meetings via Telephone:** Mr. Solin discussed that, due to the concerns over safety, Board meetings would be conducted via telephone until such time as it is deemed safe to meet in person again. He pointed out that all telephone meetings will remain open to the public, and that the information for joining the teleconference has been posted.

**Minutes:** The Board reviewed the Minutes of the April 12, 2021 Special Meeting.

Following discussion, upon motion duly made by Director Pavlovic, seconded by Director Wilson and, upon vote, unanimously carried, the Board approved the Minutes of the April 12, 2021 Special Meeting.

**2021 SDA Conference:** Mr. Solin discussed the SDA Conference with the Board. No action was necessary, as the Directors did not express interest in attending the conference.

### **COMMUNITY COMMENTS**

There were no community comments.

### **FINANCIAL MATTERS**

**Claims:** Mr. Solin reviewed with the Board the payment of claims through the periods ending as follows:

Fund	Period ending April 27, 2021	Period ending May 25, 2021	Period ending June 23, 2021
General	\$ 2,530.80	\$ 4,848.78	\$ 3,748.08
Capital	\$ -0-	\$ -0-	\$ -0-
Enterprise	\$ 19,656.24	\$ 12,625.79	\$ 50,423.07
<b>Total Claims</b>	<b>\$ 22,187.04</b>	<b>\$ 17,474.57</b>	<b>\$ 54,171.15</b>

Following review and discussion, upon motion duly made by Director Pavlovic, seconded by Director Wilson and, upon vote, unanimously carried, the Board ratified approval of the payment of the claims, as presented.

**Unaudited Financial Statements:** Mr. Solin presented the unaudited financial statements and cash position schedule for the period ending May 31, 2021.

## RECORD OF PROCEEDINGS

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Following review and discussion, upon motion duly made by Director Pavlovic, seconded by Director Wilson and, upon vote, unanimously carried, the Board accepted the unaudited financial statements and cash position schedule for the period ending May 31, 2021.

**2020 Audit:** Mr. Solin reviewed the draft 2020 Audit with the Board.

Following review and discussion, upon motion duly made by Director Pavlovic, seconded by Director Wilson, and upon vote, unanimously carried, the Board approved the 2020 Audited Financial Statements and authorized execution of the Representations Letter, subject to final review by Director Wilson by July 15, 2021.

**Billing Options:** The Board entered into discussion regarding billing options. The Board directed Mr. Solin to present information on Xpress Bill Pay at the next meeting.

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### **LEGAL MATTERS**

**Memorandum of Understanding (“MOU”) between the District and Lake Valley Golf Club (“LVGC”):** Director Pavlovic discussed with the Board the status of Memorandum of Understanding with Lake Valley Golf Club. Discussions are ongoing.

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### **ENGINEERING/ OPERATIONS MATTERS**

**Operator’s Report:** Ms. Begeman reported to the Board the status of Operations Matters.

**Engineer’s Report:** Mr. Simmons reviewed with the Board his report on the status of Regulation 84 Engineering Matters.

**Proposal from MMI Water Engineer’s L.L.C. for 2021 Regulation 84 Support Services:** The Board reviewed a proposal from MMI Water Engineer’s L.L.C. for 2021 Regulation 84 Support Services.

Following review and discussion, upon motion duly made by Director Pavlovic, seconded by Director Wilson and, upon vote, unanimously carried, the Board ratified approval of the proposal from MMI Water Engineer’s L.L.C. for 2021 Regulation 84 Support Services.

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### **OTHER MATTERS**

**Synthetic Wipe Study Design Proposals for Mechanical Treatment:** The Board entered into discussion regarding the ongoing problems that are being created by synthetic wipes in the District’s system. It was noted that additional research into possible system design modifications and mechanical treatment

## RECORD OF PROCEEDINGS

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options will be ongoing. Damage caused by flushed synthetic wipes are the biggest expense the District incurs.

**Extra Pond Covers:** Mr. Solin reported to the Board that Element Engineering LLC is exploring options to sell the remaining covers.

### **ADJOURNMENT**

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

Respectfully submitted,

By: \_\_\_\_\_  
Secretary for the Meeting

THESE MINUTES APPROVED AS THE OFFICIAL JULY 12, 2021 MEETING MINUTES OF THE FAIRWAYS METROPOLITAN DISTRICT BY THE BOARD OF DIRECTORS SIGNING BELOW:

\_\_\_\_\_  
John Pavlovic

\_\_\_\_\_  
Gerald Schram

\_\_\_\_\_  
Wilmer Wilson



**RESOLUTION NO. 2021- 10 - \_\_\_\_**

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE FAIRWAYS METROPOLITAN DISTRICT  
ESTABLISHING REGULAR MEETING DATES, TIME, AND LOCATION,  
ESTABLISHING DISTRICT WEBSITE AND  
DESIGNATING LOCATION FOR POSTING OF 24-HOUR NOTICES**

A. Pursuant to Section 32-1-903(1.5), C.R.S., special districts are required to designate a schedule for regular meetings, indicating the dates, time and location of said meetings.

B. Pursuant to Section 32-1-903(5), C.R.S., “location” means the physical, telephonic, electronic, or virtual place, or a combination of such means where a meeting can be attended. “Meeting” has the same meaning as set forth in Section 24-6-402(1)(b), C.R.S., and means any kind of gathering, convened to discuss public business, in person, by telephone, electronically, or by other means of communication.

C. Pursuant to Section 24-6-402(2)(c)(I), C.R.S., special districts are required to designate annually at the board of directors of the district’s first regular meeting of each calendar year, the public place at which notice of the date, time and location of regular and special meetings (“**Notice of Meeting**”) will be physically posted at least 24 hours prior to each meeting (“**Designated Public Place**”). A special district is deemed to have given full and timely notice of a regular or special meeting if it posts its Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.

D. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., special districts are relieved of the requirement to post the Notice of Meeting at the Designated Public Place, and are deemed to have given full and timely notice of a public meeting, if a special district posts the Notice of Meeting online at a public website of the special district (“**District Website**”) at least 24 hours prior to each regular and special meeting.

E. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., if a special district is unable to post a Notice of Meeting on the District Website at least 24 hours prior to the meeting due to exigent or emergency circumstances, then it must physically post the Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.

F. Pursuant to Section 32-1-903(1.5), C.R.S., all meetings of the board that are held solely at physical locations must be held at physical locations that are within the boundaries of the district or that are within the boundaries of any county in which the district is located, in whole or in part, or in any county so long as the physical location does not exceed twenty (20) miles from the district boundaries unless such provision is waived.

G. The provisions of Section 32-1-903(1.5), C.R.S., may be waived if: (1) the proposed change of the physical location of a meeting of the board appears on the agenda of a meeting; and (2) a resolution is adopted by the board stating the reason for which meetings of the board are to be held in a physical location other than under Section 32-1-903(1.5), C.R.S., and further stating the date, time and physical location of such meeting.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Fairways Metropolitan District (the “**District**”), Boulder County, Colorado:

1. That the provisions of Section 32-1-903(1.5), C.R.S., be waived pursuant to the adoption of this Resolution.

2. That the Board of Directors (the “**District Board**”) has determined that conducting meetings at a physical location pursuant to Section 32-1-903(1.5), C.R.S., would be inconvenient and costly for the directors and consultants of the District in that they live and/or work outside of the twenty (20) mile radius requirement.

3. That regular meetings of the District Board for the year 2022 shall be held on January 10, April 11, July 11 and October 10, 2022 at 5:30 p.m., at Lake Valley Golf Club, 4400 Lake Valley Drive, Longmont, CO 80503.

4. That special meetings of the District Board shall be held as often as the needs of the District require, upon notice to each director.

5. That, until circumstances change, and a future resolution of the District Board so designates, the physical location and/or method or procedure for attending meetings of the District Board virtually (including the conference number or link) shall appear on the agenda(s) of said meetings.

6. That the residents and taxpaying electors of the District shall be given an opportunity to object to the meeting(s) physical location(s), and any such objections shall be considered by the District Board in setting future meetings.

7. That the District Board authorizes establishment of a District Website, if such District Website does not already exist, in order to provide full and timely notice of meetings of the District Board online pursuant to the provisions of Section 24-6-402(2)(c)(III), C.R.S.

8. That, if the District has established a District Website, the Notice of Meeting of the District Board shall be posted on the District Website at least 24 hours prior to each meeting pursuant to Section 24-6-402(2)(c)(III), C.R.S. and Section 32-1-903(2), C.R.S.

9. That, if the District has not yet established a District Website or is unable to post the Notice of Meeting on the District Website at least 24 hours prior to each meeting due to exigent or emergency circumstances, the Notice of Meeting shall be posted within the boundaries of the District at least 24 hours prior to each meeting, pursuant to Section 24-6-402(2)(c)(I) and (III), C.R.S., at the following Designated Public Place:

a. Lake Valley Mailbox Board – All four Bulletin Boards: Fairways Drive, Niblick Drive, Golf Club Drive and Spyglass Lane, Longmont, Colorado.

10. Gabby Begeman, or his/her designee, is hereby appointed to post the above-referenced notices.

**[SIGNATURE PAGE FOLLOWS]**

**[SIGNATURE PAGE TO RESOLUTION ESTABLISHING REGULAR MEETING  
DATES, TIME, AND LOCATION, ESTABLISHING DISTRICT WEBSITE AND  
DESIGNATING LOCATION FOR 24-HOUR NOTICES]**

RESOLUTION APPROVED AND ADOPTED on October 11, 2021.

**FAIRWAYS METROPOLITAN  
DISTRICT**

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

Attest:

\_\_\_\_\_  
Secretary



Your public sector partner for technology  
*Colorado SIPA makes tech simple*

Special District Management Company Checklist  
Website on colorado.gov Request

Name of Government Fairways Metropolitan District

Name of Special District Management Company Special District Management Services, Inc.

Contact of Special District Management Company

Name David Solin

Phone 303-987-0835

Email dsolin@sdmsi.com

Check box

X	Eligible Government Entity (EGE) Agreement
	Roles and Responsibilities
	Disclosure Notice Pursuant or SDA Transparency Notice
	Entity Registration
	Security Agreements: 1) Gov appointed/elected official & 2) person(s) working on the website

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

Contact listed above



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ELIGIBLE GOVERNMENTAL ENTITY AGREEMENT BETWEEN  
THE STATEWIDE INTERNET PORTAL AUTHORITY OF THE STATE OF COLORADO AND

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This Eligible Governmental Entity Agreement ("Agreement") by and between the Colorado Statewide Internet Portal Authority ("SIPA"), and Fairways Metropolitan District ("EGE") (each a "Party" and collectively "Parties"), is made and entered into on this 11th day of October, 2021.

RECITALS

WHEREAS, SIPA and EGE wish to enter into a cooperative agreement under which services can be provided at the discretion of both Parties; and

WHEREAS, pursuant to § 24- 37.7- 105 C.R.S., SIPA operates to provide electronic access for members of the public, state agencies, and local governments to electronic information, products, and services; and

WHEREAS, pursuant to §§ 24- 37.7- 102 and 24- 37.7- 104, C.R.S., SIPA operates as a political subdivision of the State of Colorado; and

WHEREAS, pursuant to § 24- 37.7- 104, SIPA is authorized to enter into agreements and contracts with state agencies and local governments, and all state agencies and local governments are authorized to enter into and do all things necessary to perform any such arrangements or contracts; and

WHEREAS, § 29- 1- 203, C.R.S., authorizes local governments to cooperate or contract with each other to provide any function or service lawfully authorized to each other; and

WHEREAS, SIPA provides for the dissemination, sharing, and use of information, products, and services via the internet; and

WHEREAS, neither Party is committing funds or required to perform services as part of this agreement; and

WHEREAS, SIPA has entered into certain contracts with its contractors to operate the Colorado.gov Portal and to provide an array of electronic information, products, and services via the internet (e.g., "Colorado Statewide Internet Portal Authority Portal Integrator Contract with Colorado Interactive, LLC", as may be amended (hereinafter "Master Contract") and "COPE Master Contract With Implementation Contractor to Support SaaS Collaboration, Office Productivity, & Email Solution" (hereinafter "COPE Contract") and other contracts to expand its array of electronic information, products, and services available to EGE; and

WHEREAS, SIPA will provide applications and services to EGE pursuant to Task Orders, Statements of Work, Work Orders; or any agreed-upon documentation under this Agreement; and

WHEREAS, a Task Order, Statement of Work, Work Order, or other agreed-upon documentation will be prepared for each application or service and mutually signed by SIPA and EGE;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, SIPA and EGE agree as follows:

1. EGE shall make available to SIPA electronic information maintained and owned by EGE as is necessary to complete the agreed-upon work as set forth in a Work Order, Task Order, Statement of Work, or any agreed-upon documentation under this Agreement. As mutually agreed upon in subsequent Work Orders, Task Orders, Statements of Work, or any other agreed-upon documentation under this Agreement, EGE will provide reasonable levels of support in placing online with SIPA certain EGE-owned electronic information, as mutually agreed by EGE and SIPA, with due regard to the workload and priorities of EGE and SIPA.
2. SIPA may, with the authorization of EGE, through the Portal, make public electronic information made available to it available to the general public, including EGE's public electronic information. The Parties agree to use their best efforts to provide adequate and uninterrupted service under the terms of this Agreement. However, neither Party shall be liable for interruption of service when the same shall be due to circumstances beyond the reasonable control of either Party, its agents or employees, including but not limited to unanticipated equipment malfunction, periodic maintenance or update of the computer systems upon which such EGE electronic information reside, or interruption of service due to problems with the Colorado statewide area network or due to problems with any telecommunications provider.
3. SIPA and EGE may enter into Task Orders, Purchase Orders, Statements of Work, or any agreed-upon documentation under this Agreement. Task Orders, Purchase Orders,

Statements of Work, or any agreed-upon documentation under this Agreement shall describe specific Services and/or Applications to be provided to EGE. EGE acknowledges that Services and/or Applications are usually offered by SIPA's contractors. Task Orders, Purchase Orders, Statements of Work, or any agreed-upon documentation shall cover the purchase of goods and services from SIPA through the use of EGE funds. All Task Orders, Purchase Orders, Statements of Work, or any agreed-upon documentation involving EGE funds may be approved by the EGE official with authority to execute such agreement. Task Orders, Purchase Orders, Statements of Work, or any agreed-upon documentation shall contain specific time or performance milestones for SIPA's contractor(s), timelines for completion of relevant Task Orders, Purchase Orders, Statements of Work, or any agreed-upon documentation, including design specifications and other criteria relevant to the completion of applicable Task Orders, Purchase Orders, Statements of Work, or any agreed-upon documentation, criteria and procedures for acceptance by EGE and remedying incomplete or inaccurate work for each phase of relevant Task Orders, Purchase Orders, Statements of Work, or any agreed-upon documentation.

4. SIPA shall be responsible for the operation of, and all costs and expenses associated with, establishing and maintaining electronic access to EGE electronic information, databases or other software applications, including (but without limitation) the cost of purchasing, developing, and maintaining programs used to interface with EGE software applications that provide access to EGE-owned electronic information, products, and services. EGE acknowledges SIPA may at its discretion use Contractors to perform certain obligations. EGE's maximum financial obligation for establishing and maintaining electronic access to EGE databases or other software applications shall be limited to the amount(s) set forth and appropriated pursuant to each individual Work Order, Task Order, Statement of Work, or any agreed-upon documentation under this Agreement.
5. Each Party shall have the right to terminate this Agreement by giving the other Party 10 days' written notice. Unless otherwise specified in such notice, this Agreement will terminate at the end of such 10-day period, and the liabilities of the Parties hereunder for further performance of the terms of this Agreement shall thereupon cease, but the Parties shall not be released from any duty to perform up to the date of termination. Work authorized under an individual Work Order, Task Order, Statement of Work or any other agreed-upon documentation under this Agreement, will be subject to the terms and conditions of that document.
6. None of the terms or conditions of this Agreement gives or allows any claim, benefit, or right of action by any third person not a party hereto. Nothing in this Agreement shall be deemed as any waiver of immunity or liability limits granted to SIPA or EGE by the Colorado Governmental Immunity Act or any similar statutory provision.



7. This Agreement (and related Task Orders, Work Orders, Statements of Work, and agreed-upon documentation) constitutes the entire agreement of the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended, modified, or changed, in whole or part, only by written agreement approved by each party.
8. Neither SIPA nor its contractors have responsibility for the accuracy or completeness of the electronic information contained within EGE's databases. SIPA and its contractors shall be responsible only for the accurate and complete transmission of electronic information to and from such EGE databases, in accordance with the specifications of any EGE-owned software. For the purposes of the Colorado Open Records Act, EGE shall at all times be the custodian of records. Neither SIPA nor its contractors shall be deemed to be either the custodian of records or the custodian's agent.
9. This Agreement and any written amendments thereto may be executed in counterpart, each of which shall constitute an original and together, which shall constitute one and the same agreement. Delivery of an executed signature page of this Agreement by facsimile or email transmission will constitute effective and binding execution and delivery of this Agreement.
10. Confidential information for the purpose of this Agreement is information relating to SIPA's or EGE's research, development, trade secrets, business affairs, internal operations, management procedures, and information not disclosable to the public under the Colorado Open Records Act or some other law or privilege. Confidential information does not include information lawfully obtained through third parties, which is in the public domain, or which is developed independently without reference to a Party's confidential information. Neither Party shall use or disclose, directly or indirectly, without prior written authorization, any confidential information of the other. SIPA shall use its reasonable best efforts to ensure that its contractors protect EGE confidential information from unauthorized disclosure. Notwithstanding anything to the contrary herein, each Party acknowledges that given the subject matter of this Agreement, such Party shall not disclose confidential information of the other (whether in written or electronic form) to any third party, except as required by law or as necessary to carry out the specific purpose of this Agreement; provided, however, that if such disclosure is necessary, any third party who receives such confidential information shall also be bound by the nondisclosure provisions of this Section 10. Upon termination of this Agreement, the Parties shall return or destroy (at the other Party's request) all confidential information of the other and if such information is destroyed, each Party shall demonstrate evidence of such destruction to the other.
11. Miscellaneous Provisions
  - A. Independent Authority. SIPA shall perform its duties hereunder as an independent authority and not as an employee of EGE. Neither SIPA nor any agent or employee of

SIPA shall be deemed to be an agent or employee of EGE. SIPA and its agents shall pay when due all required employment taxes and income tax and local head tax on any monies paid by EGE pursuant to this Agreement. SIPA acknowledges that SIPA and its employees or agents are not entitled to EGE employment or unemployment benefits unless SIPA or a third party provides such benefits and that EGE does not pay for or otherwise provide such benefits. SIPA shall have no authorization, express or implied, to bind EGE to any agreements, liability, or understanding except as expressly authorized by EGE. SIPA and its agents shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by EGE) and unemployment compensation insurance in the amount required by law, and shall be solely responsible for the acts of SIPA, its employees and agents.

B. Non-discrimination. SIPA agrees to comply with the letter and the spirit of all applicable state and federal laws respecting illegal discrimination and unfair employment practices.

C. Choice of Law. The laws of the State of Colorado (except Colorado laws related to choice of law or conflict of law) and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Agreement. At all times during the performance of this Agreement, SIPA shall strictly adhere to all applicable federal and state laws, rules, and regulations that have been or may hereafter be established. Any legal action related to this Agreement shall be brought in either a state or federal court within the City and County of Denver, Colorado.

D. Software Piracy Prohibition. No State or other public funds payable under this Agreement shall knowingly be used for the acquisition, operation, or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. SIPA hereby certifies that, for the term of this Agreement and any extensions, SIPA has in place appropriate systems and controls to prevent such improper use of public funds. If EGE determines that SIPA is in violation of this paragraph, EGE may exercise any remedy available at law or equity or under this Agreement, including, without limitation, immediate termination of the Agreement and any remedy consistent with United States copyright laws or applicable licensing restrictions.

F. Notices. All notices required or permitted under this Agreement shall be in writing and delivered personally, by facsimile, by email or by first class certified mail, return receipt. If delivered personally, notice shall be deemed given when actually received. If delivered by facsimile or email, notice shall be deemed given upon full transmission of such notice and confirmation of receipt during regular business hours. If delivered by mail, notice shall be deemed given at the date and time indicated on the return receipt. Notices shall be delivered to:

If to SIPA:

Statewide Internet Portal Authority

Attn: EGE Administrator

Street Address: 1300 Broadway, Suite 440

City, State, Zip: Denver, CO 80203

Phone: (720) 409- 5634

Fax: (720) 409- 5642

Email: sipa@cosipa.gov

If to EGE:

Attn: David Solin

Organization Name: Special District Management Services, Inc.

Street Address: 141 Union Boulevard

City, State, Zip: Lakewood, Colorado 80228

Phone: 303-987-0835

Fax: 303-987-0114

Email: dsolin@sdmsi.com

And/or

Attn:

Organization Name:

Street Address:

City, State, Zip:

Phone:

Fax:

Email:

And to other address or addresses as the parties may designate in writing.

G. Third Party Beneficiary: EGE shall enjoy those rights of a third party as may be set forth expressly in any contract between SIPA and its contractors under which SIPA provides electronic information, products, and services to EGE, including the Master Contract Section 20.M., as may be amended.

H. Disputes. Any failure of either Party to perform in accordance with the terms of this Agreement shall constitute a breach of the Agreement. Any dispute concerning the performance of this Agreement which cannot be resolved at the operational level shall be referred to superior management and staff designated by each Party. Failing resolution at this level, EGE may ask the SIPA Board of Directors to address the dispute. If the dispute is not resolved after reference to the SIPA Board of Directors, the Parties may use whatever procedures may be available, including but not limited to termination of the Agreement.

This Agreement is entered into as of the day and year set forth above.

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

Name:

Title:

Entity: Statewide Internet Portal Authority

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

Name: John Pavlovic

Title: President

Entity: Fairways Metropolitan District

Phone: 303-987-0835

Email: puduser@comcast.net



*Your public sector partner for technology  
Colorado SIPA makes tech simple*

## Roles & Responsibilities WEBSITE ON COLORADO.GOV for COLORADO GOVERNMENTS

Colorado SIPA is an authority of the State. The statute allows SIPA to work with state and local governments, special districts, public K-12 and colleges/universities in Colorado. All requests for service must be initiated by the government entity. However, a private sector company or consultant may work as a third-party on the government's behalf.

### Government Entity and Private Sector Company or Consultant Information and Responsibilities

Colorado SIPA, in partnership with the portal integrator Colorado Interactive (CI), offers government entities a website, at no cost, on our custom Drupal platform, Colorado.gov. If a Colorado government decides to outsource duties related to the website, to a private sector company or consultant, they may not charge for hosting or maintenance of the Colorado.gov platform.

The custom Drupal Colorado.gov platform meets the Section 508 Compliant Rehabilitation Act of 1973. If a private company or consultant is contracted to work on the Colorado.gov platform on your behalf, the government entity remains responsible for continued 508 compliance and compatibility with current and future upgrades to the custom Drupal platform (including security, enhancements, and any other upgrades) and is also responsible for correcting any issues related to ongoing compatibility and compliance regulations at their expense.

SIPA/CI offers government entities 90-day assistance to build the website at no charge or has the option to hire CI or another private company or consultant to build, migrate and update the website.

We pride ourselves on the security of our offerings, therefore, it is the responsibility of the government entity to notify SIPA of any changes in governmental staff or private company and consultants that has access to the website by providing new contact information for responsible parties within 15 days.

Private companies or consultants may not charge SIPA governments for the hosting or maintenance of a Colorado.gov website platform. Private companies or consultants may charge for services related to website content creation, migration, and updates.

#### **Fairways Metropolitan District**

Government Entity

Government Entity Authority Signature

Date

**John Pavlovic**

**President**

**puduser@comcast.net**

Printed Name

Title

Email

#### **Special District Management Services, Inc.**

Private Sector Name

Private Company Signature

Date

**David Solin**

**dsolin@sdmsi.com**

Printed Name – Management Company

Email

Notice Completed By
Name: David Solin
Title: District Manager
Notice Dated: January 15, 2021

Some information herein may be subject to change.

## 2021 SPECIAL DISTRICT “TRANSPARENCY NOTICE”

*Note to Electors 32-1-809 C.R.S.*

### FAIRWAYS METROPOLITAN DISTRICT

This information must be provided<sup>1</sup> annually to the eligible electors of the district between November 16, and January 15.

Address and Telephone Number of District's Principal Business Office	Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228 - Phone: 303-987-0835	
Name and Telephone of Manager or Other Primary Contact Person for District	David Solin 303-987-0835	
Email address of primary contact (optional, but needed for access to DLG E-filing Portal)	dsolin@sdmsi.com	
District's website address (Required if choosing to post meeting notices online per HB 19-1087)	N/A	
Time and Place Designated for Regular Board Meetings [per C.R.S. 32-1-903]	Second Monday of January, April, July and October; 5:30 p.m. - Lake Valley Golf Club 4400 Lake Valley Drive, Longmont, CO	
Posting Place Designated for Meeting Place [per C.R.S. 24-6-402(2)(c)]	Lake Valley Mailbox Board – All four Bulletin Boards: Fairways Drive, Niblick Drive, Golf Club Drive and Spyglass Lane,	

  

District Mill Levy	3.545 mills, for collection in 2021	
Total ad valorem tax revenue received in the previous year (Note if unaudited or otherwise incomplete)	\$77,168.44 received in 2020 (unaudited)	

  

<p>Names and Contact Information of Board Members</p> <p><i>Check applicable boxes for a Board Member whose seat will be on the ballot at the next regular election.</i></p>	<p>(1) Board Chair Name: John Pavlovic</p> <p>Contact Info: Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228 – 303-987-0835</p> <p><input checked="" type="checkbox"/> This office is on next regular election ballot for a <input type="checkbox"/> One-year term <input checked="" type="checkbox"/> Three-year term</p>	<p>(2) Treasurer Name: Gerald Schram</p> <p>Contact Info: Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228 – 303-987-0835</p> <p><input type="checkbox"/> This office is on next regular election ballot for a <input type="checkbox"/> One-year term <input type="checkbox"/> Three-year term</p>
	<p>(3) Assistant Secretary Name: Wilmer Wilson</p> <p>Contact Info: Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228 – 303-987-0835</p> <p><input type="checkbox"/> This office is on next regular election ballot for a <input type="checkbox"/> One-year term <input type="checkbox"/> Three-year term</p>	<p>(4) Vacant Name:</p> <p>Contact Info: Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228 – 303-987-0835</p> <p><input checked="" type="checkbox"/> This office is on next regular election ballot for a <input type="checkbox"/> One-year term <input checked="" type="checkbox"/> Three-year term</p>
	<p>(5) Vacant Name:</p> <p>Contact Info: Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228 – 303-987-0835</p> <p><input checked="" type="checkbox"/> This office is on next regular election ballot for a <input type="checkbox"/> One-year term <input checked="" type="checkbox"/> Three-year term</p>	

Date of Next Regular Election	May 3, 2022
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Self-nomination forms to be a candidate for district board member may be obtained from and should be returned to the Designated Election Official (or Board Chair or Secretary if no DEO). [per C.R.S. 1-13.5-303]

Self-nomination forms for the next regular election must be received by the District by

**February 25, 2022, no later than 3:00 p.m.**

Applications for absentee voting or for permanent absentee voter status are available from and must be returned to the Designated Election Official. [per C.R.S. 1-13.5-1003]

Designated Election Official:	David Solin	
Contact Address	Special District Management Services 141 Union Boulevard, Suite 150 Lakewood, Colorado 80228	
Contact Phone:	(303) 987-0835	
District Election Results will be posted on these websites:	Secretary of State <a href="http://www.sos.state.co.us">www.sos.state.co.us</a> Department of Local Affairs <a href="http://dola.colorado.gov/lgis">dola.colorado.gov/lgis</a>	District or other website:  <a href="http://dola.colorado.gov/district">dola.colorado.gov/district</a>

File copy of this Notice with:

- ☐ Clerk and Recorder of each county in which district is wholly or partially located
- ☐ Assessor of each county in which the district is wholly or partially located
- ☐ Treasurer of each county in which the district is wholly or partially located
- ☐ Board of commissioners of each county in which the district is wholly or partially located
- ☐ Governing body of any municipality in which the district is wholly located
- ☐ Division of Local Government
- ☐ District's principal business office where it shall be available for public inspection

<sup>1</sup>Notice must be provided in one or more of the following manners:

- a) Mail Notice separately to each household where one or more eligible electors of the special district resides (Note: Districts with overlapping boundaries may combine mailed Notices, so long as the information regarding each district is separately displayed and identified);
- b) Include Notice as a prominent part of a newsletter, annual report, billing insert, billing statement, letter, voter information card or other Notice of election, or other informational mailing sent by the district to the eligible electors;
- c) Post Notice on district's official website (Note: You must also provide the Division of Local Government (<http://www.colorado.gov/dola>) with the address of your district's website in order to establish a link on the DLG's site). (Please use our Contact Update form available on our website or by request);
- d) Post Notice on website of the Special District Association of Colorado (<http://www.sdaco.org>) (Note: Your district must be an SDA member. Send Notice to SDA by mail or electronic transmission); or
- e) For a special district with less than one thousand eligible electors that is wholly located within a county with a population of less than thirty thousand, posting the Notice in at least three public places within the limits of the special district and, in addition, posting a Notice in the office of the county clerk and recorder of the county in which the special district is located. Such Notices shall remain posted until the Tuesday succeeding the first Monday of the following May.





# Colorado Interactive Registration Application

## Entity User Agreement

To register as a customer administrator, read all of the information below carefully. Complete and sign this agreement along with any additional forms required. Return completed forms to the following address:

Colorado Interactive

600 17<sup>th</sup> Street, Suite 2150 South

-or-

Fax: 303-534-3469

Denver, CO 80202

If you have any questions regarding information contained within this agreement, please contact Colorado Interactive, LLC, managers of Colorado.gov, at 800-970-3468 or [partnersupport@www.colorado.gov](mailto:partnersupport@www.colorado.gov).

- 1) All fields marked with an asterisk (\*) are required.
- 2) You will need a computer with access to the Internet and a web browser on the list of supported browsers found at [www.colorado.gov/policies/supported-browsers.html](http://www.colorado.gov/policies/supported-browsers.html).
- 3) Customer Administrators are the administrator for the entity account. This person will be responsible for the creation, deletion or modification of user accounts for the entity. If a password is lost or forgotten, the Customer Administrator will issue a new one. It is the responsibility of the Customer Administrator to deactivate terminated employees from the account.
- 4) Sign and return this agreement to the address or fax above. Upon receipt of the signed and completed agreement, Colorado Interactive will notify you of receipt of the agreement and provide usernames and passwords, if applicable.

By signing below, you acknowledge that any person who willfully and knowingly obtains, resells, transfers, or uses information in violation of law may be liable to any injured party for damages, reasonable attorney's fees and costs. Other civil and criminal laws may also apply.

### Fairways Metropolitan District

\*Entity Name

John Pavlovic

President

\*Print Name

\*Title

303-987-0835

303-987-2032

\*Phone Number (including extension, if applicable)

\*Fax Number

puduser@comcast.net

\*Email Address

141 Union Boulevard, Suite 150

\*Address

Lakewood, Colorado 80228

\*City/ST/Zip

\*Customer Administrator Signature

\*Date

## For Internal Use Only

CI Account Number: \_\_\_\_\_ Date: \_\_\_\_\_

Service(s): \_\_\_\_\_ ☐ Test ☐ Production

# Government Entity Security Policy Agreement

Colorado Interactive, LLC (CI) has adopted the following *Online Account Security Agreement*, which outlines your responsibilities for securing and using an official username and password for access to secure online applications. Use of a CI secure online application requires your acceptance of all the policy terms and conditions stated below:

- All persons requesting access to an application or service must complete necessary training.
- You must not share your account with other individuals for any reason. Your online account is to be used only by you for official business purposes. Sharing of passwords exposes the authorized user to responsibility for all actions taken with their login credentials. As an authorized user, you will not cause or permit any other person to access the application by use of your login credentials.
- USERS FOUND SHARING THEIR ACCOUNT WITH ANOTHER INDIVIDUAL WILL HAVE THEIR ACCOUNT DEACTIVATED IMMEDIATELY.
- If your login credentials are compromised, or if you believe a user other than yourself has accessed your account—you are responsible for immediately contacting your Entity Project Manager or Colorado Interactive, LLC at 303-534-3468.
- You are responsible for notifying your Entity Project Manager with requests for additional access, or if you no longer need access to the CI secure online application(s) and/or CMS site(s).
- Contact your Entity Project Manager with any questions regarding password changes.

Organization Name:	Special District Management Services, Inc.
Full Name:	Christel Gemski
Title:	Executive Vice President
Entity Project Manager:	Christel Gemski
Work Mailing Address:	141 Union Boulevard, Suite 150
Work Telephone:	303-987-0835
Work Email:	cgemski@sdmsi.com

Access is requested to the following application(s) or CMS site(s):

Website on Colorado.gov

I have read the above and agree to abide by its provisions. I understand that violation of the provisions stated in the policy may cause suspension or revocation of online access and related privileges.

Signature

Date

I certify that the user is authorized to access the applications or site administrative interfaces listed on this document. I understand that I am responsible for notifying CI of any future changes or termination of user permissions.

Authorization Signature

Date

(Entity Project Manager must approve all users)



# Government Entity Security Policy Agreement

Colorado Interactive, LLC (CI) has adopted the following *Online Account Security Agreement*, which outlines your responsibilities for securing and using an official username and password for access to secure online applications. Use of a CI secure online application requires your acceptance of all the policy terms and conditions stated below:

- All persons requesting access to an application or service must complete necessary training.
- You must not share your account with other individuals for any reason. Your online account is to be used only by you for official business purposes. Sharing of passwords exposes the authorized user to responsibility for all actions taken with their login credentials. As an authorized user, you will not cause or permit any other person to access the application by use of your login credentials.
- USERS FOUND SHARING THEIR ACCOUNT WITH ANOTHER INDIVIDUAL WILL HAVE THEIR ACCOUNT DEACTIVATED IMMEDIATELY.
- If your login credentials are compromised, or if you believe a user other than yourself has accessed your account—you are responsible for immediately contacting your Entity Project Manager or Colorado Interactive, LLC at 303-534-3468.
- You are responsible for notifying your Entity Project Manager with requests for additional access, or if you no longer need access to the CI secure online application(s) and/or CMS site(s).
- Contact your Entity Project Manager with any questions regarding password changes.

Organization Name:	Fairways Metropolitan District
Full Name:	John Pavlovic
Title:	President
Entity Project Manager:	John Pavlovic
Work Mailing Address:	141 Union Boulevard, Suite 150, Lakewood, CO 80228
Work Telephone:	303-987-0835
Work Email:	puduser@comcast.net

Access is requested to the following application(s) or CMS site(s):

Website on Colorado.gov

I have read the above and agree to abide by its provisions. I understand that violation of the provisions stated in the policy may cause suspension or revocation of online access and related privileges.

Signature

Date

I certify that the user is authorized to access the applications or site administrative interfaces listed on this document. I understand that I am responsible for notifying CI of any future changes or termination of user permissions.

Authorization Signature

Date

(Entity Project Manager must approve all users)



Fairways Metropolitan District  
July-21

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
DPC Industries, Inc	DE73000409-21	5/31/2021	5/31/2021	\$ 100.00	Chemicals	4-782
DPC Industries, Inc	737002436-21	6/22/2021	6/22/2021	\$ 1,498.40	Chemicals	4-782
Dazzio & Associates	485	7/14/2021	7/14/2021	\$ 4,900.00	Audit	1615
Element Engineering	001A-2021-01	6/30/2021	6/30/2021	\$ 280.00	Engineering	4677
Freedom Mailing Services	40887	7/5/2021	7/5/2021	\$ 199.86	Billing Service	1616
Lake Valley Golf Club	21-Jul	7/1/2021	7/1/2021	\$ 550.00	LVGC Maintenance Agreement	4-786
ORC Water Professionals, Inc	253938	6/30/2021	6/30/2021	\$ 678.00	Permits and Testing	4-780
ORC Water Professionals, Inc	253938	6/30/2021	6/30/2021	\$ 390.46	Plant Maintenance & Repair	4-750
ORC Water Professionals, Inc	253938	6/30/2021	6/30/2021	\$ 1,082.55	Plant Operator	4-755
Special District Management Services	Jun-21	6/30/2021	6/30/2021	\$ 777.43	Supplies and Expenses	1-690
Special District Management Services	Jun-21	6/30/2021	6/30/2021	\$ 447.50	Billing Service	1-616
Special District Management Services	Jun-21	6/30/2021	6/30/2021	\$ 1,568.00	Accounting	1-612
Special District Management Services	Jun-21	6/30/2021	6/30/2021	\$ 1,689.00	Administrative Services	1-614
Spencer Fane, LLP	1047350	6/30/2021	6/30/2021	\$ 764.00	Legal	1-675
UNCC	221060582	6/30/2021	6/30/2021	\$ 23.76	Utilities	4-790
Xcel Energy	736181994	6/16/2021	6/16/2021	\$ 1,629.54	Utilities	4-790
				\$16,578.50		

Fairways Metropolitan District  
July-21

	General	Capital	Enterprise	Totals
Disbursements	\$ 10,345.79	\$ -	6,232.71	\$ 16,578.50
Payroll				\$ -
Payroll Taxes (Annually)	\$ -			\$ -
Total Disbursements from Checking Acct	\$ 10,345.79	\$ -	\$ 6,232.71	\$ 16,578.50

Fairways Metropolitan District  
August-21

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
DPC Industries, Inc	DE73000502-21	6/30/2021	6/30/2021	\$ 90.00	Chemicals	4-782
Dan's Custom Construction, Inc.	672	7/26/2021	8/10/2021	\$ 2,750.00	Plant Maintenance & Repair	4-750
John Pavlovic*	7.12.21 Meeting	7/12/2021	7/12/2021	\$ 92.35	Director Fees Payable	1-314
Lake Valley Golf Club	21-Aug	8/20/2021	8/20/2021	\$ 550.00	LVGC Maintenance Agreement	4-786
ORC Water Professionals, Inc	254073	7/31/2021	7/31/2021	\$ 5,054.70	Permits and Testing	4-780
ORC Water Professionals, Inc	254073	7/31/2021	7/31/2021	\$ 1,268.00	Plant Maintenance & Repair	4-750
ORC Water Professionals, Inc	254073	7/31/2021	7/31/2021	\$ 1,082.55	Plant Operator	4-755
Special District Management Services	Jul-21	7/31/2021	7/31/2021	\$ 103.09	Supplies and Expenses	1-690
Special District Management Services	Jul-21	7/31/2021	7/31/2021	\$ 480.00	Billing Service	1-616
Special District Management Services	Jul-21	7/31/2021	7/31/2021	\$ 812.00	Accounting	1-612
Special District Management Services	Jul-21	7/31/2021	7/31/2021	\$ 2,391.00	Administrative Services	1-614
Spencer Fane, LLP	1051739	7/31/2021	7/31/2021	\$ 81.00	Legal	1-675
UNCC	28260-221070604	7/31/2021	7/31/2021	\$ 26.40	Utilities	4-790
Wilmer Wilson	7.12.21 Meeting	5/14/2018	5/14/2018	\$ 92.35	Director Fees Payable	1-314
Xcel Energy	740164901	7/15/2021	8/5/2021	\$ 1,324.51	Utilities	4-790
				\$16,197.95		

Fairways Metropolitan District  
August-21

	General	Capital	Enterprise	Totals
Disbursements	\$ 4,051.79	\$ -	12,146.16	\$ 16,197.95
Payroll				\$ -
Payroll Taxes (Annually)	\$ -			\$ -
Total Disbursements from Checking Acct	\$ 4,051.79	\$ -	\$ 12,146.16	\$ 16,197.95

Fairways Metropolitan District  
September-21

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Badger Meter Inc	80080389	8/30/2021	9/29/2021	\$ 3.56	Plant Maintenance & Repair	4-750
DPC Industries, Inc	DE73000594-21	7/31/2021	7/31/2021	\$ 90.00	Chemicals	4-782
Guildner Pipeline Maintenance, Inc	11003	8/18/2021	8/18/2021	\$ 1,100.00	Jetting & Televising	4-783
Lake Valley Golf Club	21-Sep	9/1/2021	9/1/2021	\$ 550.00	LVGC Maintenance Agreement	4-786
MMI Water Engineers, LLC	1500	8/30/2021	9/29/2021	\$ 577.50	Engineering	4-677
MMI Water Engineers, LLC	1480	6/28/2021	7/28/2021	\$ 711.89	Engineering	4-677
ORC Water Professionals, Inc	254205	8/31/2021	8/31/2021	\$ 769.00	Permits and Testing	4-780
ORC Water Professionals, Inc	254205	8/31/2021	8/31/2021	\$ 15,095.36	Plant Maintenance & Repair	4-750
ORC Water Professionals, Inc	254205	8/31/2021	8/31/2021	\$ 1,082.55	Plant Operator	4-755
Special District Management Services	Aug-21	8/31/2021	8/31/2021	\$ 204.44	Supplies and Expenses	1-690
Special District Management Services	Aug-21	8/31/2021	8/31/2021	\$ 480.00	Billing Service	1-616
Special District Management Services	Aug-21	8/31/2021	8/31/2021	\$ 770.00	Accounting	1-612
Special District Management Services	Aug-21	8/31/2021	8/31/2021	\$ 867.00	Administrative Services	1-614
UNCC	221080602	8/31/2021	8/31/2021	\$ 17.16	Utilities	4-790
Xcel Energy	744146516	8/16/2021	9/3/2021	\$ 1,407.37	Utilities	4-790
				\$ 23,725.83		



Fairways Metropolitan District  
September-21

	General	Capital	Enterprise	Totals
Disbursements	\$ 2,321.44	\$ -	21,404.39	\$ 23,725.83
Payroll				\$ -
Payroll Taxes (Annually)	\$ -			\$ -
Total Disbursements from Checking Acct	\$ 2,321.44	\$ -	\$ 21,404.39	\$ 23,725.83

**FAIRWAYS METROPOLITAN DISTRICT**  
**Schedule of Cash Position**  
**September 30, 2021**

	<u>Rate</u>	<u>Operating</u>	<u>Enterprise</u>	<u>Total</u>
<b>Checking:</b>				
Cash in Checking-1st Bank		\$ (113,462.33)	\$ 176,962.99	\$ 63,500.66
<b>Investments:</b>				
Cash in Bank-ColoTrust	0.0182%	91,713.77	30,767.79	122,481.56
1st Bank Liquid Asset	0.0100%	161,284.59	51,752.32	213,036.91
<b>TOTAL FUNDS:</b>		<u>\$ 139,536.03</u>	<u>\$ 259,483.10</u>	<u>\$ 399,019.13</u>

**2021 Mill Levy Information**

Certified General Fund Mill Levy	3.545
Certified Debt Service Fund Mill Levy	<u>0.000</u>
Total Certified Mill Levy	<u><u>3.545</u></u>

**Board of Directors**

- \* John Pavlovic
- \* Gerald Schram
- Wilmer Wilson

\* authorized signer on checking account

**FAIRWAYS METROPOLITAN DISTRICT**

**FINANCIAL STATEMENTS**

**September 30, 2021**

**FAIRWAYS METROPOLITAN DISTRICT**  
**Combined Balance Sheet- All Fund Types**  
**September 30, 2021**

	General	Enterprise	Total
<b>Assets</b>			
Cash in Checking-1st Bank	\$ (113,462)	\$ 176,963	\$ 63,501
Cash in Bank-ColoTrust	91,714	30,768	122,482
1st Bank Liquid Asset	161,285	51,752	213,037
Accounts Receivable-Customer	-	14,710	14,710
Accounts Receivable	2,510	-	2,510
Property Taxes Receivable	125	-	125
Total Current Assets	<u>142,171</u>	<u>274,193</u>	<u>416,364</u>
<b>Capital Assets</b>			
Sewer Treatment System	-	4,075,749	4,075,749
Accumulated Depreciation	-	(1,845,465)	(1,845,465)
Total Capital Assets	<u>-</u>	<u>2,230,284</u>	<u>2,230,284</u>
<b>Total Assets</b>	<u>\$ 142,171</u>	<u>\$ 2,504,477</u>	<u>\$ 2,646,647</u>
<b>Liabilities</b>			
Payroll Taxes Payable	\$ 130	\$ -	\$ 130
2013 CWPA Loan	-	977,309	977,309
2016 CWPA Loan	-	265,600	265,600
2018 CWPA Loan	-	157,250	157,250
Total Liabilities	<u>130</u>	<u>1,400,159</u>	<u>1,400,289</u>
<b>Deferred Inflows of Resources</b>			
Deferred Property Taxes	125	-	125
Total Deferred Inflows of Resources	<u>125</u>	<u>-</u>	<u>125</u>
<b>Fund Balance</b>			
Net Investment Capital Assets	-	778,109	778,109
Fund Balance	104,947	256,162	361,109
Current Year Earnings	36,969	70,047	107,016
Total Fund Balances	<u>141,916</u>	<u>1,104,318</u>	<u>1,246,234</u>
<b>Total Liabilities, Deferred Inflows of Resources and Fund Balance</b>	<u>\$ 142,171</u>	<u>\$ 2,504,477</u>	<u>\$ 2,646,647</u>

**FAIRWAYS METROPOLITAN DISTRICT**  
**Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual**  
**For the 9 Months Ending**  
**September 30, 2021**  
**General Fund**

	2020 Actual	Period Actual	2021 YTD Actual	Budget	Favorable (Unfavorable) Variance	% of Budget
<b>Revenues</b>						
Property Taxes	\$ 77,353	\$ 22,294	\$ 77,249	\$ 77,373	\$ (124)	99.8%
Specific Ownership Taxes	3,744	880	2,402	3,250	(848)	73.9%
Interest Income	748	11	59	500	(441)	11.8%
<b>Total Revenues</b>	<u>81,846</u>	<u>23,186</u>	<u>79,709</u>	<u>81,123</u>	<u>(1,414)</u>	<u>98.3%</u>
<b>Expenditures</b>						
Accounting	18,890	3,150	9,240	17,000	7,760	54.4%
Administrative Services	20,875	4,947	12,861	22,000	9,139	58.5%
Audit	5,302	4,900	4,900	5,500	600	89.1%
Billing Service	6,223	1,607	4,248	6,500	2,252	65.3%
Director's Fees	600	200	700	1,200	500	58.3%
Election	1,069	-	-	-	-	0.0%
Insurance & Bonds	4,256	-	4,586	7,350	2,764	62.4%
Legal	6,881	845	2,096	7,000	4,904	29.9%
Payroll Taxes	-	15	77	92	16	83.2%
Miscellaneous	1,437	364	1,036	1,000	(36)	103.6%
Supplies and Expenses	1,835	1,085	1,838	2,500	662	73.5%
Treasurer's Fees	1,161	335	1,159	1,161	2	99.8%
Contingency	-	-	-	20,000	20,000	0.0%
Emergency Reserve	-	-	-	2,434	2,434	0.0%
<b>Total Expenditures</b>	<u>68,527</u>	<u>17,449</u>	<u>42,740</u>	<u>93,737</u>	<u>50,997</u>	<u>45.6%</u>
Excess (Deficiency) of Revenues Over Expenditures	13,318	5,737	36,969	(12,614)	49,583	
Beginning Fund Balance	91,628	136,179	104,947	98,558	6,389	
<b>Ending Fund Balance</b>	<u>\$ 104,946</u>	<u>\$ 141,916</u>	<u>\$ 141,916</u>	<u>\$ 85,944</u>	<u>\$ 55,972</u>	

**FAIRWAYS METROPOLITAN DISTRICT**  
**Statement of Revenues, Expenditures and Changes in Funds Available - Budget and Actual**  
**For the 9 Months Ending**  
**September 30, 2021**  
**Enterprise Fund**

	2020 Actual	Period Actual	2021 YTD Actual	Budget	Favorable (Unfavorable) Variance	% of Budget
<b>Revenues</b>						
Sewer Service Fees	\$ 279,234	\$ 62,443	\$ 211,152	\$ 278,730	\$ (67,578)	75.8%
Tap Fees	-	-	3,650	-	3,650	-
Interest	1,246	27	58	800	(742)	7.3%
<b>Total Revenues</b>	<u>280,480</u>	<u>62,469</u>	<u>214,860</u>	<u>279,530</u>	<u>(64,670)</u>	<u>76.9%</u>
<b>Expenditures</b>						
Engineering	7,506	1,569	9,412	10,000	588	94.1%
Insurance & Bonds	3,695	-	-	4,500	4,500	0.0%
Supplies and Expenses	-	-	-	500	500	0.0%
Plant Maintenance & Repair	52,045	19,507	70,614	50,000	(20,614)	141.2%
Plant Operator	12,213	3,248	8,660	17,000	8,340	50.9%
Permits and Testing	11,755	6,502	12,946	10,000	(2,946)	129.5%
Chemicals	5,311	1,778	3,624	10,000	6,376	36.2%
Jetting & Televising	15,239	1,100	1,100	18,000	16,900	6.1%
Collection System Repair	-	-	-	15,000	15,000	0.0%
LVGC Maintenance Agreement	6,600	1,650	4,950	6,600	1,650	75.0%
Utilities	34,493	4,429	18,506	35,000	16,494	52.9%
2013 CWSA Loan Principal	-	-	-	78,185	78,185	0.0%
2016 CWSA Loan Principal	-	-	-	16,600	16,600	0.0%
Plant & System Upgrades	15,855	-	15,000	60,000	45,000	25.0%
Depreciation Expense	116,190	-	-	-	-	0.0%
Contingency	-	-	-	40,000	40,000	0.0%
<b>Total Expenditures</b>	<u>280,901</u>	<u>39,783</u>	<u>144,813</u>	<u>371,385</u>	<u>226,572</u>	<u>39.0%</u>
Excess (Deficiency) of Revenues Over Expenditures	(421)	22,686	70,047	(91,855)	161,902	
Net Investment Capital Assets	-	778,109	778,109	-	778,109	
Beginning Funds Available	1,034,693	303,523	256,162	253,324	2,838	
<b>Ending Funds Available</b>	<u>\$ 1,034,272</u>	<u>\$ 1,104,318</u>	<u>\$ 1,104,318</u>	<u>\$ 161,469</u>	<u>\$ 942,849</u>	

**RESOLUTION NO. 2021 – 11 – \_\_\_\_**  
**FAIRWAYS METROPOLITAN DISTRICT**  
**A RESOLUTION CERTIFYING DELINQUENT ACCOUNTS FOR**  
**COLLECTION BY THE BOULDER COUNTY TREASURER**

WHEREAS, the Fairways Metropolitan District ("District") operates pursuant to the Special District Act §32-1-101, C.R.S., et seq., and is situated in Boulder County, State of Colorado; and

WHEREAS, the District has adopted rates, fees, tolls, penalties, assessments and charges for sewer services, programs and facilities furnished, or to be furnished; and

WHEREAS, the District is empowered by Section 32-1-1101(1)(e), C.R.S. and the District's Rules and Regulations to collect such delinquent fees and charges by certification to the County Treasurer; and

WHEREAS, proper notice of this public meeting has been given to the property owner and all affected parties; and

WHEREAS, the adoption of this Resolution will serve a public use and promote the health, safety and general welfare of the inhabitants of the District and the people of the State of Colorado;

**BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF  
FAIRWAYS METROPOLITAN DISTRICT THAT:**

District certifies to the County Treasurer that the amounts listed on Exhibit A attached hereto are fees, rates, tolls, penalties, charges or assessments levied solely for sewer services, programs and facilities, and that the accounts have been delinquent for at least six months and are in excess of \$150 per account.

District request that the County Treasurer collect these delinquent amounts at the earliest possible date in the same manner as property taxes and pursuant to Section 32-1-1101(1)(e), C.R.S., and add to; such amounts a collection cost fee to be paid by the property owner or affected party to defray the costs of collection.

ADOPTED this 11th day of October, 2021.

FAIRWAYS METROPOLITAN  
DISTRICT

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

Secretary of the Board

## EXHIBIT A





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**Dazzio & Associates, PC**

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**Certified Public Accountants**

October 4, 2021

To the Board of Directors and Management  
Fairways Metropolitan District  
c/o Special District Management Services  
141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228

We are pleased to confirm our understanding of the services we are to provide Fairways Metropolitan District (the District) for the year ended December 31, 2021.

**Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, each major fund and the disclosures, which collectively comprise the basic financial statements of the District as of and for the year ended December 31, 2021.

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

- 1) Schedule of Revenue, Expenditures and Changes in Funds Available – Enterprise Fund – Budget and Actual (Budgetary Basis)

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report:

- 1) Schedule of Assessed Valuation, Mill Levy and Property Taxes Collected
- 2) Schedules of Debt Service Requirements to Maturity

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

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

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

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

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

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

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, confirmation of certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations

from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

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

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

### **Audit Procedures—Compliance**

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

### **Other Services**

We will also prepare the financial statements of the District in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Responsibilities of Management for the Financial Statements**

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

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and

transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

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

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

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

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

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

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Dazzio & Associates, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulatory agency or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Dazzio & Associates, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to a regulatory agency or its designee. The regulatory agency or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

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

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$4,900. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

## **Reporting**

We will issue a written report upon completion of our audit of Fairways Metropolitan District's financial statements which, if applicable, will also address other information in accordance with *AU-C 720, The Auditor's Responsibilities Relating to Other Information Included in Annual Reports*. Our report will be addressed to the Board of Directors of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

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

Very truly yours,

*Duggio & Associates, P.C.*

RESPONSE:

This letter correctly sets forth the understanding of Fairways Metropolitan District.

Management signature: \_\_\_\_\_

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

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

Board signature: \_\_\_\_\_

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

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



## Cynthia Braddock

PO Box 471, 13<sup>th</sup> and Pearl  
Boulder, Colorado 80306-0471

Phone: (303) 441-3530

FAX: (303) 441-4996

[www.BoulderCountyAssessor.org](http://www.BoulderCountyAssessor.org)



August 24, 2021

Fairways Metro District  
Lisa Johnson  
141 Union Blvd Ste #150  
Lakewood, CO 80228-1898

**AUG 30 2021**

This is to certify that, as of August 24th, per C.R.S. 39-5-128(1) the assessed value of the

Fairways Metro District

For the purpose of taxation for the year 2021 is:

25,127,932

This valuation is subject to change by the County Board of Equalization (C.R.S. 39-8-107(2)), the State Board of Assessment Appeals (C.R.S. 39-2-125), the State Board of Equalization (C.R.S. 39-9-103), and the correction of errors by the Assessor or Treasurer (C.R.S. 39-5-125.2). Due to the increase in values we have been seeing over the past few reappraisal cycles, the number of abatements filed by property owners is increasing. Please pay close attention to the amount of taxes listed *on line 11* on the top portion of the Certification letter.

House Bill 21-1312 increased the exemption threshold on personal property accounts from \$7,900 to \$50,000. This means all personal property accounts that had a value of \$7,901 or more, and below \$50,000 that were previously taxable are now exempt. The last line on this Certification of Valuation form reflects the assessed value amount your entity has lost as a result of this bill. Procedures have been established to reimburse entities to account for the lost property tax revenue.

Senate Bill 21-130 also passed in the 2021 legislative session. This bill allows any county, municipality, or special district to exempt, from its levy and collection of property taxes, up to 100% of any personal property for the property tax year commencing on January 1, 2021. If your taxing entity anticipates exempting any value under this bill, we respectfully request that you notify our office no later than **November 1, 2021**. This will allow time to calculate the exemption and have the new values reflected on the December Certification of Valuation.

Further information regarding House Bill 21-1312 and Senate Bill 21-130 and their impacts on your entity should be discussed with your attorney.

Values listed in the enclosed Certification letter are **preliminary values and should not be used to determine your budget and/or mill levy for next year.**

If you have any questions about the value or other information on this letter, need to update your district contact information please contact Erin Gray at [ergray@bouldercounty.org](mailto:ergray@bouldercounty.org).

Sincerely,

Cynthia Braddock  
Boulder County Assessor



**CERTIFICATION OF VALUATION BY  
BOULDER COUNTY ASSESSOR**
New Tax Entity ☐ YES ☒ NO

Date: August 24, 2021

**NAME OF TAX ENTITY:** FAIRWAYS METRO DIST GENERAL OPERATING**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:

1. PREVIOUS YEAR'S NET TOTAL ASSESSED VALUATION:	1. \$	\$21,825,995
2. CURRENT YEAR'S GROSS TOTAL ASSESSED VALUATION: ‡	2. \$	\$25,127,932
3. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3. \$	\$0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4. \$	\$25,127,932
5. NEW CONSTRUCTION: *	5. \$	\$4,433
6. INCREASED PRODUCTION OF PRODUCING MINE: ≈	6. \$	\$0
7. ANNEXATIONS/INCLUSIONS:	7. \$	\$0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: Ⓢ	8. \$	\$0
9. NEW PRIMARY OIL AND GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b), C.R.S.) Ⓢ:	9. \$	\$0
10. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(a), C.R.S.). Includes all revenue collected on valuation not previously certified:	10. \$	\$0
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.):	11. \$	\$0

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

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

≈ Jurisdiction must submit to the Division of Local Government respective Certifications of Impact in order for the values to be treated as growth in the limit calculation; use forms DLG52 &amp; 52A.

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

**USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY**

IN ACCORDANCE WITH ART. X, SEC. 20, COLO. CONSTITUTION AND 39-5-121(2)(b), C.R.S., THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR:

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1. \$	\$336,528,329
<b>ADDITIONS TO TAXABLE REAL PROPERTY</b>		
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: *	2. \$	\$62,000
3. ANNEXATIONS/INCLUSIONS:	3. \$	\$0
4. INCREASED MINING PRODUCTION: §	4. \$	\$0
5. PREVIOUSLY EXEMPT PROPERTY:	5. \$	\$0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	6. \$	\$0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: (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. ):	7. \$	\$0

**DELETIONS FROM TAXABLE REAL PROPERTY**

8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	8. \$	\$0
9. DISCONNECTIONS/EXCLUSIONS:	9. \$	\$0
10. PREVIOUSLY TAXABLE PROPERTY:	10. \$	\$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 a new mines and increase 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:

TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY \$ \$0

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

HB21-1312 VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): \*\* \$ \$7,512

\*\* The tax revenue lost to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119.5(3), C.R.S.

**NOTE: ALL LEVIES MUST BE CERTIFIED to the COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.**

DLG 57 (Rev. 6/21)



**FAIRWAYS METROPOLITAN DISTRICT**  
**Assessed Value, Property Tax and Mill Levy Information**

2020 Actual	2021 Adopted Budget	2022 Preliminary Budget
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<b>Assessed Valuation</b>	\$	21,820,335	\$	21,825,995	\$	25,127,932
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**Mill Levy**

General Fund		3.545		3.545		3.545
Debt Service Fund		-		-		-
Temporary Mill Levy Reduction		-		-		-
Refunds and Abatements		-		-		-

**Total Mill Levy**

		3.545		3.545		3.545
--	--	-------	--	-------	--	-------

**Property Taxes**

General Fund	\$	77,353	\$	77,373	\$	89,079
Debt Service Fund		-		-		-
Temporary Mill Levy Reduction		-		-		-
Refunds and Abatements		-		-		-

**Actual/Budgeted Property Taxes**

	\$	77,353	\$	77,373	\$	89,079
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# FAIRWAYS METROPOLITAN DISTRICT

## GENERAL FUND 2022 Preliminary Budget with 2020 Actual, 2021 Adopted Budget, and 2021 Estimated

	2020 Actual	01/21-09/21 YTD Actual	2021 Adopted Budget	2021 Estimated	2022 Preliminary Budget
<b>BEGINNING FUND BALANCE</b>	\$ 91,628	\$ 104,947	\$ 98,558	\$ 104,947	\$ 114,947
<b>REVENUE</b>					
Property Taxes	77,353	77,249	77,373	77,373	89,079
Specific Ownership Taxes	3,744	2,402	3,250	3,250	3,500
Interest Income	749	59	500	80	100
<b>Total Revenue</b>	81,846	79,709	81,123	80,703	92,679
<b>Total Funds Available</b>	173,474	184,656	179,681	185,650	207,626
<b>EXPENDITURES</b>					
Accounting	18,890	9,240	17,000	17,000	17,850
Administrative Services	20,874	12,861	22,000	22,000	23,100
Audit	5,302	4,900	5,500	4,900	5,775
Billing Service	6,222	4,248	6,500	6,500	6,825
Director's Fees	600	700	1,200	1,200	1,200
Election	1,069	-	-	-	2,000
Insurance & Bonds	4,256	4,586	7,350	7,350	7,725
Legal	6,881	2,096	7,000	7,000	7,500
Payroll Taxes	73	77	92	92	92
Miscellaneous	1,364	1,036	1,000	1,500	1,500
Supplies and Expenses	1,835	1,838	2,500	2,000	2,500
Treasurer's Fees	1,161	1,159	1,161	1,161	1,336
Contingency	-	-	20,000	-	20,000
<b>Total Expenditures</b>	68,527	42,740	91,303	70,703	97,403
<b>TRANSFERS AND OTHER USES</b>					
Emergency Reserve	-	-	2,434	-	2,780
Transfer to Enterprise	-	-	-	-	-
<b>Total Transfers and Other Uses</b>	-	-	2,434	-	2,780
<b>Total Expenditures Requiring Appropriation</b>	68,527	42,740	93,737	70,703	100,183
<b>ENDING FUND BALANCE</b>	\$ 104,947	\$ 141,916	\$ 85,944	\$ 114,947	\$ 107,443

# FAIRWAYS METROPOLITAN DISTRICT

## ENTERPRISE FUND

### 2022 Preliminary Budget

with 2020 Actual, 2021 Adopted Budget, and 2021 Estimated

	2020 Actual	01/21-09/21 YTD Actual	2021 Adopted Budget	2021 Estimated	2022 Preliminary Budget
BEGINNING FUND BALANCE	\$ 244,429	\$ 256,162	\$ 253,324	\$ 256,162	\$ 197,557
<b>REVENUE</b>					
Sewer Service Fees	279,234	211,152	278,730	278,730	297,560
Tap Fees	-	3,650	-	-	-
Interest	1,246	58	800	50	50
Other Income	-	-	-	-	-
Transfer from General Fund	-	-	-	-	-
<b>Total Revenue</b>	280,480	214,860	279,530	278,780	297,610
<b>Total Funds Available</b>	524,909	471,022	532,854	534,942	495,167
<b>EXPENDITURES</b>					
Engineering	7,506	9,412	10,000	15,000	15,000
Insurance & Bonds	3,695	-	4,500	4,500	4,500
Supplies and Expenses	-	-	500	-	-
Plant Maintenance & Repair	52,045	70,614	50,000	75,000	65,000
Plant Operator	12,213	8,660	17,000	17,000	18,000
Permits and Testing	11,755	12,946	10,000	14,000	15,000
Chemicals	5,311	3,624	10,000	7,500	10,000
Jetting & Televising	15,239	1,100	18,000	18,000	20,000
Collection System Repair	-	-	15,000	15,000	15,000
LVGC Maintenance Agreement	6,600	4,950	6,600	6,600	6,600
Utilities	34,493	18,506	35,000	35,000	35,000
2013 CWPA Loan Principal	78,185	-	78,185	78,185	78,185
2016 CWPA Loan Principal	16,600	-	16,600	16,600	16,600
2018 CWPS Loan Principal	9,250	-	-	-	-
Plant & System Upgrades	15,855	15,000	60,000	35,000	40,000
Capital Improvements-Collection Sys	-	-	-	-	-
Capital Contingency	-	-	40,000	-	40,000
<b>Total Expenditures</b>	268,747	144,813	371,385	337,385	378,885
<b>Total Expenditures Requiring Appropriation</b>	268,747	144,813	371,385	337,385	378,885
ENDING FUND BALANCE	\$ 256,162	\$ 326,209	\$ 161,469	\$ 197,557	\$ 116,282

**RESOLUTION NO. 2021 – 10 - \_\_\_\_**  
**A RESOLUTION OF THE BOARD OF DIRECTORS**  
**OF THE FAIRWAYS METROPOLITAN DISTRICT**  
**TO ADOPT THE 2022 BUDGET AND APPROPRIATE SUMS OF MONEY**

WHEREAS, the Board of Directors of the Fairways Metropolitan District (“District”) has appointed the District Accountant to prepare and submit a proposed 2022 budget to the Board at the proper time; and

WHEREAS, the District Accountant has submitted a proposed budget to this Board on or before October 15, 2021, for its consideration; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on October 11, 2021, and interested electors were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, the budget has been prepared to comply with all terms, limitations and exemptions, including, but not limited to, reserve transfers and expenditure exemptions, under Article X, Section 20 of the Colorado Constitution ("TABOR") and other laws or obligations which are applicable to or binding upon the District; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law.

WHEREAS, the Board of Directors of the District has made provisions therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget; and

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, as more fully set forth in the budget, including any interfund transfers listed therein, so as not to impair the operations of the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Fairways Metropolitan District:

1. That the budget as submitted, amended, and summarized by fund, hereby is approved and adopted as the budget of the Fairways Metropolitan District for the 2022 fiscal year.
2. That the budget, as hereby approved and adopted, shall be certified by the Secretary of the District to all appropriate agencies and is made a part of the public records of the District.

3. That the sums set forth as the total expenditures of each fund in the budget attached hereto as **EXHIBIT A** and incorporated herein by reference are hereby appropriated from the revenues of each fund, within each fund, for the purposes stated.

ADOPTED this 11th day of October, 2021.

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Secretary

(SEAL)

EXHIBIT A  
(Budget)

I, David Solin, hereby certify that I am the duly appointed Secretary of the Fairways Metropolitan District, and that the foregoing is a true and correct copy of the budget for the budget year 2022, duly adopted at a meeting of the Board of Directors of the Fairways Metropolitan District held on October 11, 2021.

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





**RESOLUTION NO. 2021 - 10 - \_\_\_\_**  
**A RESOLUTION OF THE BOARD OF DIRECTORS**  
**OF THE FAIRWAYS METROPOLITAN DISTRICT**  
**TO SET MILL LEVIES**

WHEREAS, the Board of Directors of the Fairways Metropolitan District (“District”) has adopted the 2022 annual budget in accordance with the Local Government Budget Law on October 11, 2021; and

WHEREAS, the adopted budget is attached to the Resolution of the Board of Directors to Adopt the 2022 Budget and Appropriate Sums of Money, and such budget is incorporated herein by this reference; and

WHEREAS, the amount of money necessary to balance the budget for general fund expenses from property tax revenue is identified in the budget; and

WHEREAS, the amount of money necessary to balance the budget for debt service fund expenses from property tax revenue is identified in the budget; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Fairways Metropolitan District:

1. That for the purposes of meeting all general fund expenses of the District during the 2022 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

2. That for the purposes of meeting all debt service fund expenses of the District during the 2022 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

3. That the District Accountant of the District is hereby authorized and directed to immediately certify to the County Commissioners of Boulder County, Colorado, the mill levies for the District as set forth in the District’s Certification of Tax Levies (attached hereto as **EXHIBIT A** and incorporated herein by reference), recalculated as needed upon receipt of the final certification of valuation from the County Assessor in order to comply with any applicable revenue and other budgetary limits.

ADOPTED this 11th day of October, 2021.

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Secretary

(SEAL)

**EXHIBIT A**  
(Certification of Tax Levies)

**RESOLUTION NO. 2021-10-\_\_\_**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE FAIRWAYS METROPOLITAN DISTRICT  
CALLING A REGULAR ELECTION FOR DIRECTORS  
MAY 3, 2022**

A. The terms of the offices of Directors John Pavlovic shall expire upon the election of his successor at the regular election, to be held on May 3, 2022 (“**Election**”), and upon such successors taking office.

B. Two (2) vacancies currently exist on the Board of Directors of the District.

C. In accordance with the provisions of the Special District Act (“**Act**”) and the Uniform Election Code (“**Code**”), the Election must be conducted to three (3) Directors to serve until the second regular election, to occur May 6, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Fairways Metropolitan District (the “**District**”) of the County of Boulder, Colorado:

1. Date and Time of Election. The Election shall be held on May 3, 2022, between the hours of 7:00 A.M. and 7:00 P.M. pursuant to and in accordance with the Act, Code, and other applicable laws. At that time, three (3) Directors shall be elected to serve until the second regular election, to occur May 6, 2025.

2. Precinct. The District shall consist of one (1) election precinct for the convenience of the eligible electors of the District.

3. Conduct of Election. The Election shall be conducted as an independent mail ballot election in accordance with all relevant provisions of the Code. The Designated Election Official shall have on file, no later than fifty-five (55) days prior to the Election, a plan for conducting the independent mail ballot Election.

4. Designated Election Official. David Solin shall be the Designated Election Official and is hereby authorized and directed to proceed with any action necessary or appropriate to effectuate the provisions of this Resolution and of the Act, Code, or other applicable laws. The Election shall be conducted in accordance with the Act, Code and other applicable laws. Among other matters, the Designated Election Official shall appoint election judges as necessary, arrange for the required notices of election (either by mail or publication) and printing of ballots, and direct that all other appropriate actions be accomplished.

5. Call for Nominations. The Designated Election Official shall provide Call for Nominations as required under Section 1-13.5-501, C.R.S., as applicable.

6. Absentee Ballot Applications. NOTICE IS FURTHER GIVEN, pursuant to Section 1-13.5-1002, C.R.S., that applications for and return of absentee ballots may be filed with the Designated Election Official of the District, Special District Management Services, c/o David

Solin, 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228, (303) 987-0835, between the hours of 8:00 a.m. and 5:00 p.m., until the close of business on the Tuesday immediately preceding the Election (April 26, 2022).

Self-Nomination and Acceptance Forms. Self-Nomination and Acceptance Forms are available and can be obtained from David Solin, the Designated Election Official for Fairways Metropolitan District, c/o David Solin at Special District Management Services, 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228, (303) 987-0835.

7. Cancellation of Election. If the only matter before the electors is the election of Directors of the District and if, at 5:00 P.M. on March 1, 2022, the sixty-third day prior to the regular election, there are not more candidates than offices to be filled at the Election, including candidates timely filing affidavits of intent, the Designated Election Official shall cancel the Election and declare the candidates elected. Notice of such cancellation shall be published and posted in accordance with law.

8. Severability. If any part or provision of this Resolution is adjudged to be unenforceable or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution, it being the Board of Director's intention that the various provisions hereof are severable.

9. Repealer. All acts, orders and resolutions, or parts thereof, of the Board of Directors which are inconsistent or in conflict with this Resolution are hereby repealed to the extent only of such inconsistency or conflict.

10. Effective Date. The provisions of this Resolution shall take effect as of the date adopted and approved by the Board of Directors of Fairways Metropolitan District.

**[SIGNATURE PAGE FOLLOWS]**

**[SIGNATURE PAGE TO RESOLUTION  
CALLING A REGULAR ELECTION FOR DIRECTORS  
MAY 3, 2022]**

RESOLUTION APPROVED AND ADOPTED on October 11, 2021.

**FAIRWAYS METROPOLITAN  
DISTRICT**

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

Attest:

\_\_\_\_\_  
Secretary