

TWO BRIDGES METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
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NOTICE OF A SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
David Lemnah	President	2022/May 2022
Ryan Lantz	Treasurer	2022/May 2022
Tommy Pucciano	Assistant Secretary	2020/May 2020
Heidi Moore	Assistant Secretary	2022/May 2022
Thomas Mussallem	Assistant Secretary	2020/May 2020
Ashley Frisbie	Secretary	

DATE: November 14, 2018
TIME: 9:00 A.M.
PLACE: Lokal Homes
8310 S. Valley Highway, Suite 115
Englewood, Colorado

I. ADMINISTRATIVE MATTERS

- A. Present Disclosures of Potential Conflicts of Interest.

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

- C. Review and approve Minutes of the October 3, 2018 Regular Meeting (enclosure).

- D. Consider Adoption of Resolution No. 2018-11-01; 2019 Annual Administrative Matters Resolution (enclosure).

II. PUBLIC COMMENTS

- A. _____

III. OPERATIONS & MAINTENANCE MATTERS

- A. Consider approval of updates to Rules, Regulations, and Design Guidelines.

- B. Review and consider proposals for Snow Removal Services and approve proposal from _____ for same (enclosures).

- C. Review and consider proposals for Permanent Posting Structure and approve proposal from _____ for same (to be distributed).
-

IV. FINANCIAL MATTERS

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

	Period Ending Oct. 5, 2018
General Fund	\$ 52,311.06
Debt Service Fund	\$ -0-
Capital Projects Fund	\$ -0-
Total	\$ 52,311.06

- B. Review and accept unaudited financial statements through the period ending September 30, 2018 (to be distributed).
-
- C. Consider engagement of Dazzio & Associates, P.C. to perform 2018 Audit for an amount not to exceed \$4,500 (enclosure).
-
- D. Conduct Public Hearing to consider Amendment to 2018 Budget and (if necessary) consider adoption of Resolution to Amend the 2018 Budget and Appropriate Expenditures.
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- E. Conduct Public Hearing on the proposed 2019 Budget and consider adoption of Resolution to Adopt the 2019 Budget and Appropriate Sums of Money and Set Mill Levies (for General Fund _____ and Debt Service Fund _____, for a total mill levy of _____) (enclosures – preliminary assessed valuation and Resolutions) (draft 2019 Budget – to be distributed).
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V. LEGAL MATTERS

- A. Conduct Public Hearing to consider inclusion of approximately 80.34 acres of real property owned by the District into the District. Consider adoption of Resolution No. 2018-11-_; Resolution to Approve Petition for Inclusion (enclosures).
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1. Authorize updates to District Boundary Map.
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- B. Consider approval of Third Amendment to 2016 Operation Funding Agreement by and between the District and Lokal Two Bridges, LLC (enclosure).

- C. Consider adoption of Resolution No. 2018-11-_; Adopting the Protections for Consumer Data Privacy Policy (enclosure).

- D. Consider adoption of Resolution No. 2018-11-_; Adopting Public Records Request Policy (enclosure).

VI. OTHER BUSINESS

A. _____

- VII. ADJOURNMENT **THERE ARE NO MORE REGULAR MEETINGS SCHEDULED DURING 2018.**

Informational enclosure:

- SDMS, Inc. – 2019 Rate Increase Memorandum

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE TWO BRIDGES METROPOLITAN DISTRICT HELD OCTOBER 3, 2018

A Regular Meeting of the Board of Directors (referred to hereafter as the "Board") of the Two Bridges Metropolitan District (referred to hereafter as the "District") was convened on Wednesday, the 3rd day of October, 2018, at 9:00 A.M., at the offices of Lokal Homes, 8310 South Valley Highway, Suite 115, Englewood, Colorado.

ATTENDANCE

Directors In Attendance Were:

David Lemnah
Ryan Lantz
Tommy Pucciano (for a portion of the meeting)
Heidi Moore

Following discussion, upon motion duly made by Director Lemnah, seconded by Director Lantz and, upon vote, unanimously carried, the absence of Thomas Mussallem was excused.

Also In Attendance Were:

Ashley B. Frisbie; Special District Management Services, Inc. ("SDMS")

George M. Rowley, Esq.; Spencer Fane, LLP

Floyd Hall; interested homebuyer (via speakerphone)

Tony & Nicole Iannone and Korin Barr; Homeowners and interested homebuyer

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosure of Potential Conflicts of Interest: The Board noted it was in receipt of disclosures of potential conflicts of interest statements for each of the Directors and that the statements had been filed with the Secretary of State at least seventy-two hours in advance of the meeting. Ms. Frisbie requested that the Directors review the Agenda for the meeting and advised the Board of any new conflicts of interest which had not been previously disclosed. Director Thomas Mussallem noted for the record that his employer, Lokal Homes, is the parent company of Two Bridges Lokal Homes, LLC. No further disclosures were made by Directors present at the meeting.

RECORD OF PROCEEDINGS

ADMINISTRATIVE MATTERS

Agenda: Ms. Frisbie distributed for the Board's review and approval a proposed Agenda for the District's Regular Meeting.

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

Minutes: The Board reviewed the Minutes of the July 25, 2018 Special Meeting and the August 15, 2018 Reconvened Special Meeting.

Following discussion, upon motion duly made by Director Lemnah, seconded by Director Moore and, upon vote, unanimously carried, the Board approved the Minutes of the July 25, 2018 Special Meeting and the August 15, 2018 Reconvened Special Meeting.

PUBLIC COMMENTS

Ms. Iannone addressed the Board and asked about disclosures of conflicts of interest. Attorney Rowley explained that each Board Member disclosed their job affiliation with the developer, and that those conflicts of interest were then filed with the Colorado Secretary of State.

Ms. Iannone then inquired about how the current Board Members are qualified to sit on the Board. Attorney Rowley explained that they are individually qualified and are not qualified through Lokal Homes as a corporation.

Ms. Iannone requested that staff confirm that trash and recyclables are picked up, as it seems both her trash and recyclables are being placed in the large dumpsters on site. Ms. Frisbie reported that she would confirm that recyclable items are being recycled in the proper manner.

Ms. Barr inquired about the District's current accounting services. Ms. Frisbie explained that SDMS had previously contracted with Fiscal Focus Partners, LLC to provide accounting services; however, Fiscal Focus Partners, LLC had given their notice, so accounting services were brought back in house under SDMS.

Ms. Iannone inquired about the governing documents for the District. Ms. Frisbie noted that she will make sure all of the District's governing documents are available on the District's website.

Mr. Iannone asked about the District's debt issuance. Attorney Rowley explained that the recent debt issuance occurred in August of 2018, and was issued to help reimburse costs related to the installation of public infrastructure within the District. Ms. Iannone inquired into the mill levy cap, noting that she recalled seeing reference to

RECORD OF PROCEEDINGS

75.000 as the mill levy cap. Attorney Rowley reported that the mill levy cap is 65.000 mills, subject to adjustment.

It was noted that the fence at the entryway to the community has been damaged. Director Pucciano confirmed that the fence is in the process of being repaired.

OPERATIONS **AND** **MAINTENANCE** **MATTERS**

Rules, Regulations, and Design Guidelines: The Board discussed the Rules, Regulations, and Design Guidelines.

Following discussion, upon motion duly made by Director Lemnah, seconded by Director Moore and, upon vote, unanimously carried, the Board ratified approval of the updates to the Rules, Regulations, and Design Guidelines.

Additional Updates to Rules, Regulations, and Design Guidelines: The Board discussed additional updates to the Rules, Regulations, and Design Guidelines.

The Board discussed the conflict between the Amended and Restated Declaration of Protective Covenants and Easements of Two Bridges and the Rules, Regulations, and Design Guidelines with regard to the required distance of irrigation from buildings. The Board also discussed a request to increase the size of accessory buildings. Ms. Barr noted that she would prefer that the size of accessory buildings not be increased.

Following discussion, upon motion duly made by Director Lemnah, seconded by Director Moore and, upon vote, unanimously carried, the Board approved the update to the Rules, Regulations, and Design Guidelines to require 5 feet of distance between irrigation and buildings, and declined the request to increase the size of accessory buildings.

Snow Removal Services: The Board reviewed proposals from BrightView Landscape Services, Inc., Denver Snow & Commercial Property Services, Inc., and Metco Landscape, Inc. for snow removal services.

Following discussion, the Board directed staff to obtain proposals for snow events to begin at 6" of snow, rather than 2" of snow, as it is anticipated that Douglas County will plow snow for the community. The Board also directed staff to call Douglas County to confirm that they are aware that residents now live in the community.

Service Agreement with Colorado Lighting, Inc. for Light Checks and Repair: The Board discussed the Service Agreement with Colorado Lighting, Inc. for Light Checks and Repair.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Lemnah, seconded by Director Lantz and, upon vote, unanimously carried, the Board ratified approval of the Service Agreement with Colorado Lighting, Inc. for Light Checks and Repair.

Proposal from Hall Contracting LLC for Tree Replacements: The Board discussed the proposal from Hall Contracting LLC for tree replacements.

Following discussion, upon motion duly made by Director Lemnah, seconded by Director Lantz and, upon vote, unanimously carried, the Board ratified approval of the proposal from Hall Contracting LLC for tree replacements, in the amount of \$23,325.00. Director Pucciano noted that he will follow up to make sure wire mesh was installed on the trees.

FINANCIAL MATTERS

Claims: The Board considered ratifying the approval of the payment of claims through the period ending as follows:

	Period Ending Aug. 27, 2018
General Fund	\$ 28,273.90
Debt Service Fund	\$ -0-
Capital Projects Fund	\$ 3,618.00
Total	\$ 31,891.90

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

Unaudited Financial Statements: The Board deferred discussion.

Accounting Services: The Board reviewed proposals from CliftonLarsonAllen, LLP, Marchetti & Weaver, LLC, and Simmons & Wheeler, P.C. for Accounting Services.

Following discussion, upon motion duly made by Director Lemnah, seconded by Director Moore and, upon vote, unanimously carried, the Board approved the proposal from Simmons & Wheeler, P.C. to perform accounting services for the District, subject to confirmation that the engagement letter note that there is not a separate cost for the transition of services and confirmation that the Board will be informed of any future rate increases.

Amendment to Management Agreement with SDMS The Board discussed an amendment to the Management Agreement with SDMS to remove performance of accounting services.

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Following discussion, upon motion duly made by Director Lemnah, seconded by Director Moore and, upon vote, unanimously carried, the Board approved the amendment to the Management Agreement with SDMS to remove performance of accounting services.

Preparation of the 2019 Budget: The Board discussed the preparation of the 2019 Budget.

Following discussion, upon motion duly made by Director Lemnah, seconded by Director Moore and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the 2019 Budget and determined to hold the public hearing to consider adoption of the 2019 Budget on November 7, 2018, at 9:00 a.m. at the regular meeting location.

LEGAL MATTERS **Future Inclusion Areas:** Attorney Rowley presented the Board with a map of anticipated inclusion areas.

Following discussion, the Board directed staff to proceed with the inclusion of real property into the District.

OTHER BUSINESS There was no other business to discuss.

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

Respectfully submitted,

By _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

THESE MINUTES ARE APPROVED AS THE OFFICIAL OCTOBER 3, 2018
MINUTES OF THE TWO BRIDGES METROPOLITAN DISTRICT BY THE
BOARD OF DIRECTORS SIGNING BELOW:

David Lemnah

Ryan Lantz

Tommy Pucciano

Heidi Moore

Thomas Mussallem

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE TWO BRIDGES METROPOLITAN DISTRICT
CONCERNING ANNUAL ADMINISTRATIVE MATTERS
2019**

WHEREAS, the Board of Directors of the Two Bridges Metropolitan District (the "District") is to perform certain tasks on a recurring basis in the operation of the District;

NOW, THEREFORE, BE IT RESOLVED by the Two Bridges Metropolitan District within Douglas County, Colorado, as follows:

1. Contact Person. The Board directs District Manager to notify the Board of County Commissioners, the County Assessor, the County Treasurer, the County Clerk and Recorder, the governing body of the municipality in which the District is located, if applicable, and the Division of Local Government of the name of the Chairman of the Board, the contact person located within the District, if available, telephone number and business address of the District on or before January 15, as required by Section 32-1-104(2), C.R.S. The Board hereby names Ashley Frisbie, District Manager, as the contact person within the District. The contact person is authorized, under C.R.S. 24-10-109(3)(b) to accept notices of claims against the District and, if any such claim is received must promptly notify the President of the Board and the attorney for the District of such receipt.

2. Map. The Board directs its Consultants to prepare an accurate map as specified by the Division of Local Government for filing with the Division, the County Assessor, and the County Clerk and Recorder on or before January 1, as required by Section 32-1-306, C.R.S. If there have been no changes to the boundaries of the District since the filing of an accurate map, District Manager may notify the above-mentioned entities in a letter that no changes have been made to the map.

3. Budget. The Board directs its Accountant and/or District Manager to submit a proposed budget to the Board by October 15; to schedule a public hearing on the proposed budget; to prepare a final budget, budget resolution and budget message, the certification of mill levies, and any budget amendment(s) needed; to certify the mill levies on or before December 15; and to file the approved budget and amendment(s) with the proper governmental entities in accordance with the Local Government Budget Law of Colorado, Sections 29-1-101 to 29-1-115, C.R.S. If no mill levy is to be certified, such actions may be completed by December 31.

4. Intergovernmental Agreements. If the District receives a written request from the Division of Local Government, the Board directs Legal Counsel to prepare and file within thirty days of such request, an informational listing of all contracts in effect with other political subdivisions, in compliance with Section 29-1-205, C.R.S.

5. Notice to Electors (Transparency Notice). The Board directs that no more than sixty days prior to and not later than January 15, District Manager will prepare and distribute the Notice to Electors pursuant to and in a manner prescribed by Section 32-1-809, C.R.S.

The Board further directs that in compliance with Section 32-1-104(2), C.R.S., the Notice will be filed with the Board of County Commissioners, the County Assessor, the County Treasurer, the County Clerk and Recorder, the governing body of the municipality in which the District is located, if applicable, and the Division of Local Government and a copy made available for public inspection at the District's business office.

6. Annual Securities Report. If required, the Board directs the District's District Manager to prepare and file the annual public securities report for nonrated public securities issued by the District (if any), with the Department of Local Affairs on or before March 1, in accordance with Section 11-58-101 to 11-58-107, C.R.S.

7. Audit/Audit Exemption. The Board directs that an audit of the financial statements be prepared and submitted to the Board before June 30 and further directs that the Audit be filed with the State Auditor by July 31, as required by Section 29-1-603, C.R.S. In the event that the timetable will not be met, the auditor and the District's Manager are directed to request extensions of time to file the audit as needed. If neither the revenues nor the expenditures for the past year exceed \$100,000 then the Board directs that a short form application for exemption from audit shall be prepared. If either revenues or expenditures are greater than \$100,000 but are less than or equal to \$750,000, then the Board directs that a long form application for exemption from audit shall be prepared. The short form or long form application shall be submitted to the Board and then filed with the State Auditor by March 31, as required by Section 29-1-604, C.R.S.

8. Unclaimed Property. The Board directs District Manager to prepare the Unclaimed Property Act report and forward it to the State Treasurer by November 1 if there is District property presumed abandoned and subject to custody as unclaimed property, in accordance with Section 38-13-110, C.R.S.

9. Public Records. The Board designates the Board Secretary as the official custodian of public records as such term is used in Section 24-72-202, C.R.S., with the functions thereof hereby delegated to the District Manager as the custodian as defined in 24-72-202(1.1), C.R.S. The custodian is authorized to develop such procedures as may be reasonably required for the protection and retention of such records. On behalf of the District, the custodian may charge the maximum fees allowed by law for copies, research and retrieval, development of privilege log, and such other services as are authorized by law.

10. CORA Policy. Pursuant to Section 24-72-205, C.R.S., the Board has adopted a policy concerning research and retrieval fees for public records. The Board directs District Manager to update the District's Notice to Electors (Transparency Notice) with the District's CORA policy information as required by the statute.

11. Fair Campaign Practices Act – Gifts and Honoraria. The Board is reminded that in accordance with the Fair Campaign Practices Act, each Board member is required to report to, and in a manner prescribed by, the Secretary of State certain items received in connection with their service, such report to be filed on or before January 15, April 15, July 15, and October 15 of each year, as required by Sections 1-45-109 and 24-6-203, C.R.S. No

report needs to be filed if a director does not receive any item and unless a director receives \$53 or more in cash or loans, or real or personal property having a value of \$53 or more. Further, the Board is reminded that in accordance with C.R.S. Section 24-6-203, if a Board member receives annual compensation from the District of more than \$2,400, then the Board member is required to file a quarterly report in the prescribed manner with the Secretary of State.

12. Newspaper. The Board designates *Douglas County News-Press* as the newspaper of general circulation within the boundaries of the District, or in the vicinity of the District if none is circulated within the District, and directs that all legal notices shall be published in the afore named newspaper, in accordance with Section 32-1-103(15), C.R.S. If publication in such newspaper is impossible or impracticable, then any legal newspaper published in the county may be used as an alternative.

13. Director Compensation. The Board of Directors of the District determines that each director shall not receive compensation for services as directors.

14. Director Qualification. Pursuant to Section 32-1-901 C.R.S., the District determines that each present and future member of the Board shall have in the District files, with annual confirmation thereof by the District's custodian of public records, a complete and executed Certificate of Appointment (if Board member is appointed), current Oath of Office and applicable Surety Bond, and that copies of each be submitted to the Division of Local Government and the District Court as necessary and as may be requested.

15. Officers. The District has elected, in accordance with Section 32-1-902, C.R.S., the following officers for the District:

President:	David Lemnah
Treasurer:	Ryan Lantz
Asst. Secretary:	Heidi Moore
Asst. Secretary:	Thomas Mussallem
Asst. Secretary:	Thomas Pucciano

Such officers shall serve until the District acts to elect new officers, or an officer resigns his office.

16. Director Indemnification. The Board of Directors of the District extends the current indemnification resolution to allow the resolution to continue in effect as written. In the event an indemnification resolution is not in effect, then the approval of this administrative matters resolution shall be deemed to authorize indemnification of the Directors of the District when acting in good faith within the scope of their duties and in the best interests of the District, to the fullest extent allowed by law.

17. Designated Posting Location for the Posting of Agendas. The Board of Directors of the District designates the following location as the official designated posting place for the posting of meeting agendas in accordance with Section 24-6-402(2)(c), C.R.S.: southeast corner of Hopsage Circle and Red Primrose Street.

18. Posting Location(s) for the Posting of Meeting Notices. The Board of Directors of the District identified the following location(s) as the preferred posting place(s) for the posting of meeting notices at least 72-hours in advance of the meeting in accordance with Section 32-1-903(2), C.R.S.: 1) southeast corner of Hopsage Circle and Red Primrose Street, 2) southeast corner of Red Primrose Street and Arnica Way, and 3) southwest corner of Primrose Street and Arnica Way.

19. Meetings. The Board determines to hold regular meetings on the first Wednesday of every month at 9:00 a.m. The location of the meetings will be at the offices of Lokal Homes, LLC, 8310 South Valley Highway, Suite 115, Englewood, Colorado. In addition, regular and special meeting notices shall be posted at: the designated posting location as identified above; in accordance with Section 24-6-402(2)(c), C.R.S. The Board directs District Manager to prepare notices for posting at the designated posting location. In addition, regular and special meeting notices shall be posted at: the designated posting location as identified above; at least two other public places; and at the Clerk and Recorder's office, all in accordance with Section 32-1-903, C.R.S. Legal Counsel shall revise the notices when the Board intends to make a final determination to issue or refund general obligation indebtedness, to consolidate the District, to dissolve the District, to file a plan for adjustment of debt under federal bankruptcy law, or to enter into a private contract with a director, or not to make a scheduled bond payment.

20. Elections. Ashley Frisbie of Special District Management Services, Inc. is hereby appointed as the "Designated Election Official" of the Board for any elections to be held by the District unless other Designated Election Official is appointed by resolution of the Board. In accordance with C.R.S. Section 1-1-111(2), Article 13.5 of Title 1, C.R.S., or applicable law, the Board hereby grants all powers and authority for the proper conduct of the election to the Designated Election Official and that the election shall be held and conducted in accordance with the Local Government Election Code, applicable portions of the Uniform Election Code of 1992, as amended and supplemented by Const. Colo. Art. X, Sec 20, the Current Rules and Regulations Governing Election Procedures of the Secretary of State of the State of Colorado, and Title 32, Article 1, Part 8, Colorado Revised Statutes, and other relevant Colorado and federal law. Further, the Board directs the Designated Election Official to take all actions necessary for the proper conduct of the election, including, if applicable, cancellation of the election in accordance with Section 1-13.5-513, C.R.S., and to notify the Division of Local Government of the results of any election held by the District, including business address, telephone number and the contact person; and to certify the results of any election to incur general obligation indebtedness to the Board of County Commissioners or the governing body of a municipality, in accordance with Sections 1-11-103, 32-1-104(1), and 32-1-1101.5, C.R.S.

21. Independent Mail Ballot Elections. The Board deems it expedient for the convenience of the electors that all regular and special elections of the District shall be conducted as an independent mail ballot election in accordance with Section 1-13.5-1101, C.R.S., unless a polling place election is deemed necessary and expressed in a separate election resolution.

22. Notice of Indebtedness. In accordance with C.R.S. Sections 32-1-1604 and 1101.5(1), the Board directs the District Legal Counsel to issue notice of indebtedness to the Board of County Commissioners and to record such notice with the County Clerk and Recorder within 30 days of incurring or authorizing of any indebtedness.

23. Quinquennial Findings. If requested, the Board directs Legal Counsel to prepare and file with the Board of County Commissioners, the quinquennial finding of reasonable diligence, in accordance with Section 32-1-1101.5(1.5)&(2), C.R.S.

24. Annual Report. If requested or required, the Board directs District Manager to prepare and file the special district annual report, in accordance with Sections 32-1-207(3)(c), C.R.S.

25. Disclosure of Potential Conflict of Interest. The Board has determined that Legal Counsel may file general conflict of interest disclosure forms, if any, provided by board members with the Secretary of State each year, which forms may be updated on an annual basis through information given to Legal Counsel by board members. If a specific conflict arises regarding a certain transaction of the Board, the Board member is required to notify Legal Counsel at least five days prior to the date of the meeting so that the transactional disclosure form may be filed in a timely manner, in accordance with Sections 32-1-902(3) and 18-8-308, C.R.S. Additionally, at the beginning of every term, Legal Counsel may request that each board member submit information regarding actual or potential conflicts of interest.

26. Special District Association. If the District is currently a member of the Special District Association (“SDA”), the Board directs its Accountant to pay the annual SDA membership dues in a timely manner.

27. Insurance. The Board directs its staff to at least biannually review all insurance policies and coverage in effect to determine appropriate insurance coverage is maintained.

28. Outstanding General Obligation Indebtedness. The District has the following outstanding general obligation bonds or multiple fiscal year financial obligations: General Obligation Limited Tax Bonds, Series 2018A, in the amount of \$3,215,000, and Subordinate General Obligation Limited Tax Bonds, Series 2018B, in the amount of \$508,000.

29. Continuing Disclosure. District Accountant shall provide continuing disclosure service if and as applicable to the bonds and other financial obligations of the District.

30. Workers’ Compensation. Pursuant to Section 8-40-202(1)(a)(I)(B), C.R.S., the elected and appointed officials of the District shall be deemed to be an employee within the

meaning of Section 8-40-202(1)(a), C.R.S. The Board directs the District Accountant to pay the annual workers' compensation premium on behalf of the District in a timely manner.

31. PDPA. Pursuant to the provisions of the Colorado Public Deposit Protection Act §11-10.5-101, et seq., C.R.S., the Board appoints District Manager as the official custodian of public deposits.

32. Public Disclosure Statement. Pursuant to C.R.S. Section 32-1-104.8, the Board directs Legal Counsel to prepare and record a special district public disclosure document, including a map showing the boundaries of the District, with the County Clerk and Recorder at the same time as any subsequent order or decree approving an inclusion of property into the District.

33. Undocumented Worker Certification. In compliance with C.R.S. Section 8-17.5-101 *et seq.*, the Board directs that each existing and prospective service contract entered into by the District must contain specific language regarding the prohibition of the use of illegal aliens to perform work under a public contract for services.

34. Inclusions/Exclusions of Property. The Board directs Legal Counsel to handle all procedures required under the Colorado state statutes regarding the inclusion and exclusion of property into and out of the District's boundaries.

35. Recording of Conveyances of Real Property to the District. Pursuant to C.R.S. 38-35-109.5(2), Legal Counsel is designated as an appropriate official to record conveyances of real property to the District within 30 days of such conveyance.

36. Ratification of Past Actions. The Board members have reviewed the minutes of every meeting of the Board conducted in 2018, and the Board, being fully advised of the premises, hereby ratifies and affirms each and every action of the Board taken in 2018.

37. Emergency Liaison Officer. The Board designates the President of the District, in his/her capacity as elected official for the District, as the Emergency Liaison Officer responsible for facilitating the cooperation and protection of the District in the work of disaster prevention, preparedness, response, and recovery with the Colorado Office of Emergency Management and any local disaster agencies. The Emergency Liaison Officer shall have the authority to designate such agents as (s)he shall determine appropriate to perform any and all acts necessary to facilitate the responsibilities of the Emergency Liaison Officer.

38. Dates Herein. All dates set forth in this Resolution shall be in 2019 unless otherwise specified.

39. This Resolution shall be deemed renewed each year until terminated or a new resolution is adopted.

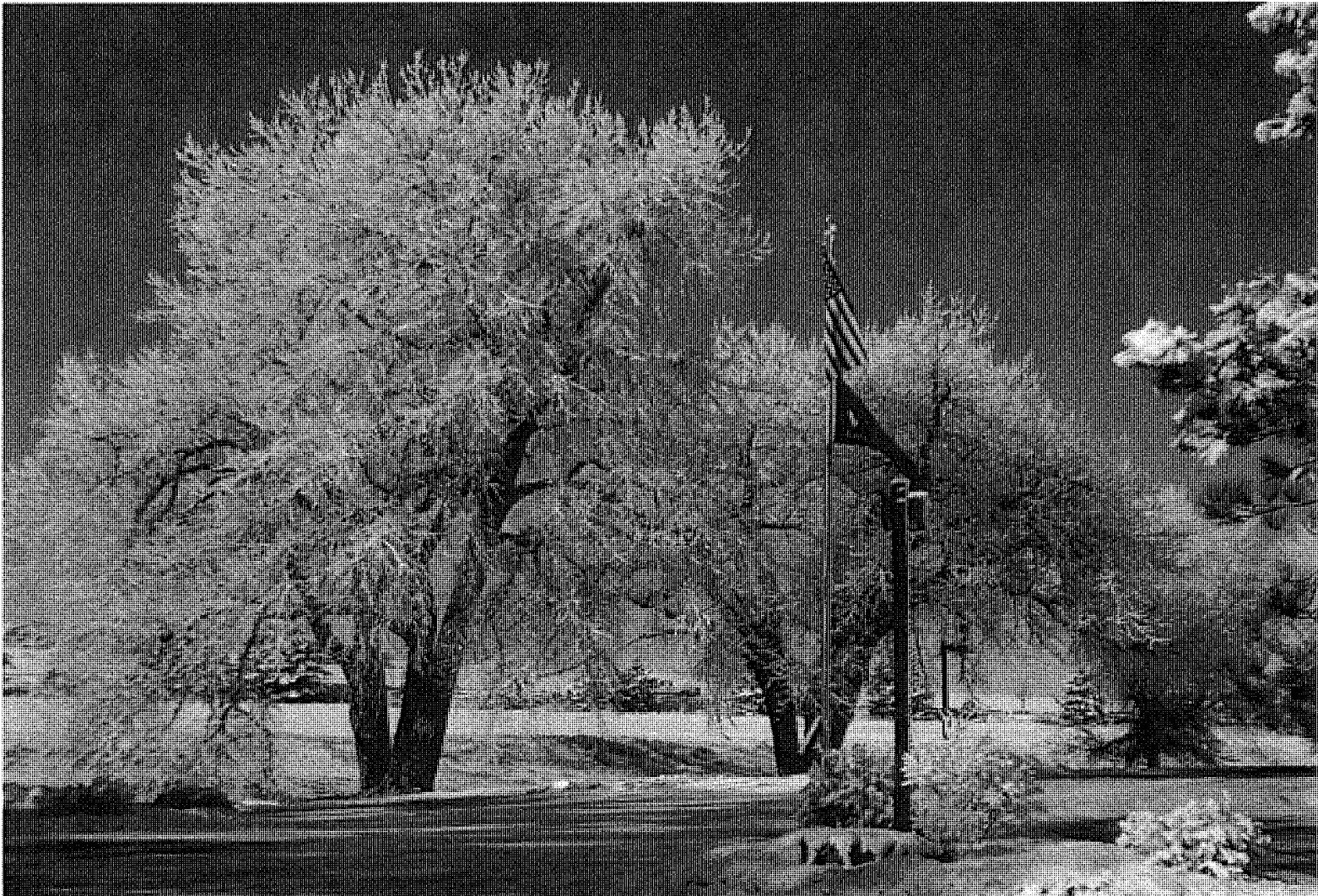
Adopted and approved this 14th day of November, 2018.

TWO BRIDGES METROPOLITAN DISTRICT

By: _____
President

ATTEST:

By: _____
Secretary



BrightView



Snow Removal Proposal for Two Bridges Metropolitan District

September 21, 2018

Ms. Peggy Ripko,
Community Management Division Manager, SDMSI
141 Union Blvd., suite 150
Lakewood, CO 80228

RE: Snow Removal Proposal for Two Bridges Metro District

When it comes to selecting a snow removal contractor, you are entrusting the safety of your residents and guests to your snow removal contractor. BrightView will be your reliable resource for mitigating risk, promoting convenience, ensuring safety, and offering you peace of mind on days when safe travel into and out of your property is all you think about.

BrightView's program for ensuring the most comprehensive, reliable and safe snow removal for our customers includes the following:

- **Customized Planning to Address Property Specific Needs:** We appreciate the unique characteristics of each property and the need for timely and thorough service. Through a comprehensive evaluation of the site, a service will be created for your property. This service plan details how the property will be serviced to ensure your requirements are met and to provide clear direction and reduce idle time for our plow drivers. Our team members will be trained on-site to become familiar with the property prior to the first snow event. This familiarity will help ensure more efficient service for the first snowfall and subsequent events throughout the year. A dedicated Account Manager, who manages the services for other nearby properties, will be responsible for supervising the overall operation to ensure the plan is adhered to.
- **Available Resources:** As one of the most well-equipped, and detail-oriented snow removal companies in the state, we have the manpower and equipment to effectively service your property, regardless of the time of day or amount of snow. An incredible pool of resources dedicated specifically to your property allows us to service your property according to individual need, rather than scheduling it with multiple other properties with the same needs, and potentially missing time sensitive requirements. If a contract is signed in a timely manner, we can ensure that the same drivers will be in place for each storm to ensure consistency and thoroughness throughout the year.
- **Thorough and Proactive Communication:** Our communication will be in 3 stages: before, during, and after snow events . Before each event you will receive weather reports and an account of our "angle of attack" for servicing the storm based on the forecast. During long duration storms, we will call you to confirm that the plan is working or to determine if the plan needs to be altered to account for budgeting concerns. Following the event, we will inspect the site to check for ice buildup and to discuss the need for additional visits. An example of an email chain between our team, the property manager and a homeowner can be found on page 5.

- **Working as Your True Partner:** Rather than simply spending your snow budgets, our goal is to help you manage to them by adjusting service levels based on current/pending weather conditions. BrightView will be your reliable partner who is looking out for your best interests by making recommendations for service based not just on trigger depths, but on weather reports and our experience. We will further ensure cost-effectiveness by responding to requests in a timely, professional manner and providing invoicing to meet time sensitive requirements. By maintaining a vigilant watch over your property, and providing you with honest recommendations to only do what is necessary, safe and agreed upon, we will help you maintain that delicate balance between service level, safety and cost.

Before, During and After Communication to Work as a Cohesive Team



Our communication with you will be in 3 stages. Before each event you will receive weather and an account of our “angle of attack” for servicing the storm based on the forecast. This will allow us to develop a game plan that includes your input on how to address each unique snow event.

Your dedicated Account Manager will drive the site when snow has been predicted, to watch for the need for service, and to dispatch crews when it is determined services are needed. When unpredicted snow events occur, we will react quickly and call you to develop a game plan, or to let you know that service has been started and what we are

doing.

There will also be multiple calls during longer lasting storms, so we can discuss with you if we are servicing according to your expectations, or if something needs to be adjusted. Once the initial service is complete, we will work with you to make sure everything is satisfactory, and will then inspect the site for up to 5 days after the snow event, to check for ice and discuss the need for additional service. There will be many other phone calls to discuss things like adjusting service levels during the holidays and special events, or to hold off or reduce service in situations where snow may melt and no service would be needed.

Pre-Storm Planning

Pre-Storm planning is done at the national, regional, and local level. Our regional team is led by our Snow Manager who is responsible for monitoring and communicating pending events to our teams, and ultimately to you. Generally, we begin our planning three days prior to a severe weather event, and include the following:

72 HOURS – Obtain initial forecast with our meteorological partner, check ice slicer and ice melt inventories, perform truck and spreader check lists, equipment check lists.

48 HOURS – Begin storm specific battle plan, share updated forecast with Community Representative.

24 HOURS- Notify equipment operators and labor, share updated forecast with you.

8- 12 HOURS- Finalize storm specific plan, share updated forecast with you, final notice to equipment operators and labor

COMMUNICATION EXAMPLE

An example of the level and type of communication you can expect is outlined in the email conversation below, which is between our Account Manager, and the Property Manager.

Tuesday April 9, 9:10AM – Account Manager Email to Property Manager. Several of the Owners were CC'ed and a Skyview weather forecast was attached to the email

Good morning Jessica,

I left the property a couple of hours ago and there was anywhere from 1"-2" of snow/slush/ice on the pavement. We are forecasted to receive an additional 2"-4" throughout the day, but if we don't receive that amount and not hit our 2" & 4" trigger depth, I still highly recommend completing a full push throughout the entire property. The reason behind my recommendation is because of the freezing temperatures and the high winds today and tonight. I believe if we don't do any services today or tonight, we will have sheets of ice throughout the entire property during tomorrow morning's commute. In order to help eliminate any icy conditions or slip and falls, we need to complete a full push later this afternoon. This will allow all of the sidewalks, and driveways and parking lots to be safe for the morning commute.

If you have any issues with this or have any suggestions, please let me know. We just want to be proactive with the icy conditions and keep the conditions safe.

Tuesday April 9, 9:55AM – Property Managers response to the email, Owners CC'ed

I completely agree. It's a sheet of ice already out there. Board members if you disagree, please let Brad and I know by 1p.m. today.

Tuesday April 9, 9:46PM – Account Manager update, Owners CC'ed

To all,

The majority of the snow has stopped and we are getting some melting on the south facing areas. We still shovel the north facing areas, but we will not have to service the entire property. There is a chance for additional snow tonight and the temperatures will be in the lower teens, so the snow removal is still necessary, but just not the entire property.

TIMELY AND RESPONSIVE

No-one can predict with 100% accuracy when the snow will fall, or when a certain accumulation will be reached. However, our approach towards supplying timely and responsive service has proven successful a majority of the time. Our primary goals are to ensure safe morning travel at peak commute times, and safe travel returning home in the afternoon / evening. For your sites, this also means a continuous presence and service throughout the day during a snow event.

When snow is predicted, your Account Manager will keep a vigilant watch over the property, driving to the sites he is assigned to, determining the appropriate time to dispatch our teams. BrightView has a distinct advantage in that our office is very near the District. As snow accumulates, your Account Manager will evaluate times of day, and proactively dispatch drivers in advance of peak traffic, with the goal of providing timely service to your property and not stuck in traffic with everyone else. Each Account Manager has book of business, with properties in the same general part of town. They do not have plows on their trucks so they can focus on making sure the plan is adhered to, shift resources where they are needed most, and report to back to you on the progress of our work.



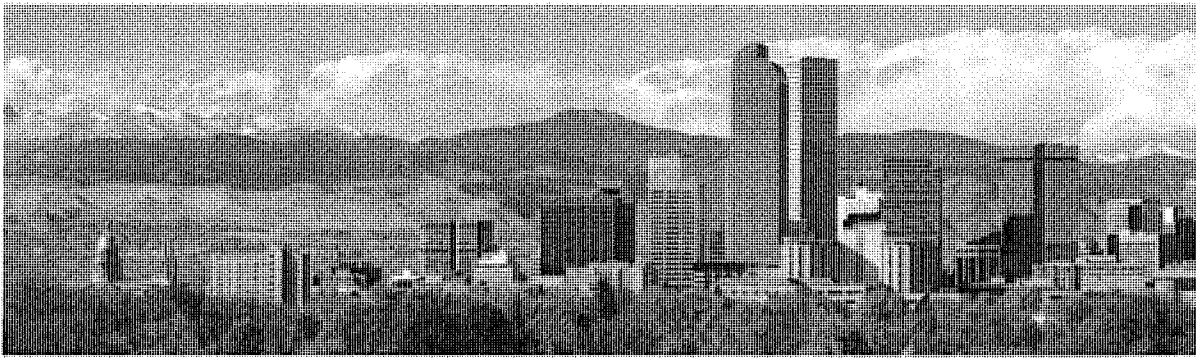
SNOW REMOVAL HOURLY RATES

Snow removal service is all about delivering services efficiently. While our rates below are competitive, we are generally less expensive per storm, and over the course of a winter season, due to the planning and execution models shown in this proposal. By planning the work, and then executing that plan, we will be on site for less time than our competitors, thus ensuring you are getting the best value for each dollar spent.

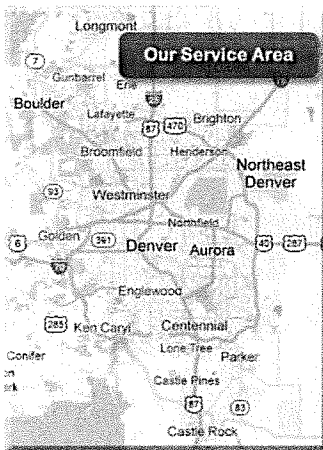
Service	Minimum	Unit	2018-2019 Rates
Truck with Plow	N/A	hour	\$110
Hand Shoveling	N/A	hour	\$60
ATV / Small Sidewalk Blade	N/A	hour	\$95
UTV / Large Sidewalk Blade	N/A	hour	\$100
Skid Steer	N/A	hour	\$150
Front-End loader	N/A	hour	\$280
Dump Truck for Hauling	N/A	hour	\$150
Backhoe 12'	N/A	hour	\$195
Sidewalk Ice Melt	N/A	lb	\$0.90
Ice Slicer	N/A	lb	.13 / lb
Truck with Spreader	N/A	hour	\$105

Projected 2018-2019 Snow Budget - \$36,602

Projected Ice Slicer Costs (Equipment and Application) - \$49,100



When you contact **Denver Snow & Commercial Property Services** you'll discover that we take great pride in providing our clients an excellent customer experience. We've been taking care of commercial properties in the Denver metro area since 1983. That's over three decades of expertise that we'd like to put to work for you with our snow removal, concrete and asphalt paving services. Our service area encompasses Longmont to Castle Rock and C-470 to E-470.



We pride ourselves in providing a safe project environment whether it's protecting your buildings foot traffic on a snowy Colorado day or taking the necessary steps to protect your commercial property through any of our other services. It's a proven fact that businesses with a safe, clean and well maintained exterior bring customers in the door. With these years of combined snow removal event management experience, we have the knowledge and resources to handle all of your commercial property needs.

We provide our commercial customer base a vast selection of services and welcome you to learn more about us either from our website or by picking up the phone and calling a member of our team.

Here are just a few of our services:

- **Commercial Snow Removal, Sidewalk Clearing, Ice Control**
- **Concrete Services**
- **Asphalt Paving Services including crack fill, seal coats and striping**
- **Power Sweeping & Power Washing**

Call Denver Snow & Commercial Property Services today for your commercial property needs at 303-680-9599.



Denver Snow & Commercial Property Services, Inc.

10940 S Parker Rd, #408 Parker, CO 80134

Phone (303) 680-9599 ~ Fax (303) 680-9499

www.DenverSnowCPS.com

It is agreed between Denver Snow & Commercial Property Services, Inc., hereafter referred to as "DenverSnowCPS" and "Customer" as follows:
That DenverSnowCPS will provide to Customer the following agreed to Snow Clearing services:

Customer Bill To:

Service Location:

Name: Two Bridges Metropolitan District Address: 141 Union Blvd, Suite 150 City/State/Zip: Lakewood, CO 80228 Contact: Peggy Ripko Phone: 303-987-0835 Billing Email: pripko@sdmsi.com	Same address
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Please select services:

Please Select Accumulation Trigger Depth:

<input type="checkbox"/> Lot Plowing Services with Operator	<input type="checkbox"/> Trace <input type="checkbox"/> 1" <input type="checkbox"/> 2"
Plow Truck (each) \$95.00 per hour	
Plow Truck w/ wings (each) \$115.00 per hour	
<input type="checkbox"/> Sidewalk Clearing/Deicing Services per person	<input type="checkbox"/> Trace <input type="checkbox"/> 1" <input type="checkbox"/> 2"
Shoveler for Walks (each) \$45.00 per hour	
Blower for Walks (each) \$55.00 per hour	
ATV's for Walks (each) \$65.00 per hour	
Ice Melt - Sidewalks \$36.00 per Fifty-Pound Bag.	
<input type="checkbox"/> Parking Area / Drive Lanes De-icing Services	
IceSlicer® Application \$115.00 per hour labor	
\$150.00 per ton material	
Additional Services at Customer Request	
Dump Trucks (each) \$130.00 per hour	
Bobcats (each) \$135.00 per hour	
Front End Loader (each) \$195.00 per hour	

- Determination of equipment used on a given property will be at the discretion of DenverSnowCPS based on available equipment in Customer's area.
- Extreme consideration will be exercised to maximize value for Customer.
- All services billed with a one hour minimum.

SNOW CLEARING SPECIFICATIONS

1. DenverSnowCPS will clear snow from all main drives, access roads, parking lots and private/public walkways as outlined by this agreement. This agreement does not provide for physical removal or hauling of snow off the service location premises, unless separate arrangements are made between parties.
2. DenverSnowCPS assumes no liability for damage or injury claims as a result of snow, ice, slush or water. If Ice Melt and/or IceSlicer® application are not contracted out regularly, then DenverSnowCPS will not be held liable for any damages, injuries or claims. DenverSnowCPS shall, at all times, be covered by General Liability, Vehicle and all Worker's Compensation Insurance required by the State of Colorado.
3. DenverSnowCPS will be obligated to perform only in those areas available and open for the safe operation of snow clearing equipment and personnel.

CONTRACT TERMS

This Contract becomes effective upon below date and remains valid and in force year to year until terminated. This contract may be terminated for convenience by either party with 15 days written notice. Rates may be adjusted by mutual consent with written confirmation.

DenverSnowCPS shall within (1) month of Customer signature, visually inspect the Service Location site, noting any curbs, wheel stops, speed control bumps, handicap ramps, or other obstructions which could be covered by snow and therefore not visible to the plow drivers. If there are any damages to these areas after a snow event caused by DenverSnowCPS, Customer must report the damages to DenverSnowCPS within (1) week from when damages occur for DenverSnowCPS to assume responsibility, otherwise DenverSnowCPS will not be responsible for damages.

After above inspection date, Customer shall not install any obstructions, nor change the existing layout of the parking lot without informing DenverSnowCPS of such changes minimally (1) week prior to a snow storm. Any damages resulting from improper notification to DenverSnowCPS about these changes, DenverSnowCPS will not be responsible for damages.

Customer agrees to **Payment Net 15 days of Invoice Date** unless other terms are agreed to. _____ Customer expressly agrees that if services performed are not paid for as provided herein, in addition to any other remedy provided by law, DenverSnowCPS shall be entitled to collect from Customer all reasonable costs of collection including a reasonable amount of attorney's fees incurred by its unpaid account balance at the rate of 1.5% per month (18.0% per annum); interest shall begin to accrue upon account balances not paid within 30 days of the Invoice Date. All labor and time DenverSnowCPS incurs to prepare and appear in court for any Legal Action, DenverSnowCPS will be entitled to collect \$50.00 per hour.

Account Executive – Denver Snow & Commercial Property Services, Inc.

DATE: September 21, 2018

Authorized Customer Signature

DATE: _____

Authorized Customer Printed Name

METCO LANDSCAPE, INC.



Exhibit "A"

2018 – 2019 Snow Removal Rates

\$102.00	Per hour, pick-up truck with 7.5 foot plow.
\$49.00	Per hour, per laborer, hand shoveling.
\$59.00	Per hour, snow blower.
\$80.00	Per hour, ATV w/blade.
\$118.00	Per hour, skid steer with bucket.
\$139.00	Per hour, Skid Steer with pusher/plow.
\$180.00	Per hour, front end loader.
\$225.00	Per hour, front end loader with pusher/box.
\$180.00	Per hour, dump truck 10 yard.
\$0.75	Per pound, ice melt plus \$48.00 per hour application
\$200.00	Per ton, Ice Slicer plus \$102.00 per hour application.

Additional services if requested by client:

\$50.00	Per hour, obstacle identification service plus \$2.50 per stake
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- One hour minimum charge per service and job site.
- Mobilization costs, portal to portal, will be included in the hourly services for each visit.
- Snow removal on Thanksgiving Day, Christmas Day, New Year's Day and Easter will be charged at 1.5 times the normal rates.

METCO LANDSCAPE, INC.



Exhibit "B"

2018 – 2019 Snow Removal Emergency Equipment Rates

For use in extreme snow/blizzard events, of 12 inches or greater accumulation in (1) 24 hour period

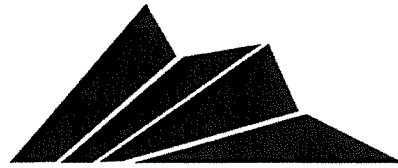
\$260.00	Per hour, mobilization time, portal to portal.
\$75.00	Per hour, fueling heavy equipment as necessary.
\$185.00	Per hour, rented skid steer.
\$230.00	Per hour, rented front-end loader, 3 yard.
\$190.00	Per hour, rented dump truck 10 yard.

-
- One hour minimum charge per service and job site.
 - Rental Equipment will be contracted as available upon approval from Client. The Contractor will monitor weather to be prepared in the event of a large storm and have necessary resources available, however assumes no liability for the unavailability of rental equipment and operators.

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
1163						
10/05/2018	CMS Environmental Solutions LL	77821	Landscape and Maintena	1-702	345.00	345.00
Total 1163:						345.00
1164						
10/05/2018	Colorado Special Districts P& L	CHG -5822	Insurance/SDA Dues	1-670	5,913.59	5,913.59
Total 1164:						5,913.59
1165						
10/05/2018	Hall Contracting, LLC	3391	Landscape and Maintena	1-702	23,325.00	23,325.00
Total 1165:						23,325.00
1166						
10/05/2018	HBSCO, LLC	739298	Trash and Recycling	1-735	15.50	15.50
10/05/2018	HBSCO, LLC	740841	Trash and Recycling	1-735	15.50	15.50
Total 1166:						31.00
1167						
10/05/2018	IREA	1647 9/18	Utilities	1-712	267.61	267.61
Total 1167:						267.61
1168						
10/05/2018	Metco Landscape Inc.	516661	Irrigation Repairs	1-706	295.00	295.00
10/05/2018	Metco Landscape Inc.	516662	Irrigation Repairs	1-706	281.86	281.86
10/05/2018	Metco Landscape Inc.	516795	Irrigation Repairs	1-706	256.48	256.48
10/05/2018	Metco Landscape Inc.	516982	Landscape and Maintena	1-702	4,005.00	4,005.00
10/05/2018	Metco Landscape Inc.	SM160245	Landscape and Maintena	1-702	1,630.00	1,630.00
Total 1168:						6,468.34
1169						
10/05/2018	Special Dist Management Srvs	37700	Management	1-680	4,430.44	4,430.44
10/05/2018	Special Dist Management Srvs	37700	Accounting	1-612	671.30	671.30
10/05/2018	Special Dist Management Srvs	37700	Insurance/SDA Dues	1-670	27.40	27.40
10/05/2018	Special Dist Management Srvs	37700	Audit	1-615	13.70	13.70
10/05/2018	Special Dist Management Srvs	37700	Covenant Control	1-681	1,453.50	1,453.50
10/05/2018	Special Dist Management Srvs	37700	Office Supplies/Miscellan	1-685	274.18	274.18
Total 1169:						6,870.52
1170						
10/05/2018	Spencer Fane LLP	653053	Legal	1-675	9,090.00	9,090.00
Total 1170:						9,090.00
Grand Totals:						52,311.06

**Two Bridges Metropolitan District
October-18**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 52,311.06	-	\$ -	\$ 52,311.06
<hr/>				
Total Disbursements	\$ 52,311.06	\$ -	\$ -	\$ 52,311.06



Dazzo & Associates, PC

Certified Public Accountants

October 31, 2018

To the Board of Directors and Management
Two Bridges Metropolitan District
c/o Special District Management Services
141 Union Blvd., Suite 150
Lakewood, Colorado 80228

We are pleased to confirm our understanding of the services we are to provide Two Bridges Metropolitan District (the District) for the year ended December 31, 2018. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of the District as of and for the year ended December 31, 2018.

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 Revenues, Expenditures and Changes in Fund Balance –Budget and Actual –
Capital Projects Fund

Audit Objective

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to 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. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the Board of Directors of the District. We cannot provide assurance that unmodified opinions will be expressed.

Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements 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 may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute 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 a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. 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, any fraudulent financial reporting, or misappropriation of assets that come 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.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. 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 U.S. generally accepted accounting principles 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.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, 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 U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. 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, (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.

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 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, 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 U.S. generally accepted accounting principles. 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. 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 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 cash or other confirmations we request and will locate any documents selected by us for testing.

Stephen Dazio 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 these 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 \$4,500. 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.

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 enclosed copy and return it to us.

Very truly yours,

Dazio & Associates, P.C.

RESPONSE:

This letter correctly sets forth the understanding of Two Bridges Metropolitan District.

Management signature: _____

Title: _____

Date: _____

Board signature: _____

Title: _____

Date: _____

CERTIFICATION OF VALUATION BY DOUGLAS COUNTY ASSESSOR

Name of Jurisdiction: 4522 - Two Bridges Metro District

IN DOUGLAS COUNTY ON 8/28/2018

New Entity: No

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

IN ACCORDANCE WITH 39-5-121(2)(a) AND 39-5-128(1), C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2018 IN DOUGLAS COUNTY, COLORADO

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$1,213,100
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: *	\$1,434,840
3. LESS TIF DISTRICT INCREMENT, IF ANY:	\$0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$1,434,840
5. NEW CONSTRUCTION: **	\$154,080
6. INCREASED PRODUCTION OF PRODUCING MINES: #	\$0
7. ANNEXATIONS/INCLUSIONS:	\$0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: #	\$0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b) C.R.S.): ##	\$0
10. TAXES COLLECTED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(a) C.R.S.):	\$0.00
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a) C.R.S.) and (39-10-114(1)(a)(I)(B) C.R.S.):	\$0.00

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

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

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

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

USE FOR 'TABOR' LOCAL GROWTH CALCULATIONS ONLY

IN ACCORDANCE WITH THE PROVISION OF ARTICLE X, SECTION 20, COLO CONST, AND 39-5-121(2)(b), C.R.S. THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2018 IN DOUGLAS COUNTY, COLORADO ON AUGUST 25, 2018

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: @	\$7,774,152
ADDITIONS TO TAXABLE REAL PROPERTY:	
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: !	\$2,140,089
3. ANNEXATIONS/INCLUSIONS:	\$0
4. INCREASED MINING PRODUCTION: %	\$0
5. PREVIOUSLY EXEMPT PROPERTY:	\$0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	\$0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: (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.)	\$0
DELETIONS FROM TAXABLE REAL PROPERTY:	
8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	\$0
9. DISCONNECTIONS/EXCLUSION:	\$0
10. PREVIOUSLY TAXABLE PROPERTY:	\$0

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

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

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

IN ACCORDANCE WITH 39-5-128(1), C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS : 1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY: _____> \$0

NOTE: All levies must be Certified to the Board of County Commissioners NO LATER THAN DECEMBER 15, 2018

Data Date: 8/27/2018

RESOLUTION NO. 2018 - 11 - ____
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE TWO BRIDGES METROPOLITAN DISTRICT
TO ADOPT THE 2019 BUDGET AND APPROPRIATE SUMS OF MONEY

WHEREAS, the Board of Directors of the Two Bridges Metropolitan District ("District") has appointed the District Accountant to prepare and submit a proposed 2019 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, 2018, 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 November 14, 2018, 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 Two Bridges Metropolitan District:

1. That the budget as submitted, amended, and summarized by fund, hereby is approved and adopted as the budget of the Two Bridges Metropolitan District for the 2019 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 14th day of November, 2018.

EXHIBIT A
(Budget)

I, Ashley B. Frisbie, hereby certify that I am the duly appointed Secretary of the Two Bridges Metropolitan District, and that the foregoing is a true and correct copy of the budget for the budget year 2019, duly adopted at a meeting of the Board of Directors of the Two Bridges Metropolitan District held on November 14, 2018.

By: _____
Secretary

RESOLUTION NO. 2018 - 11 - ____
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE TWO BRIDGES METROPOLITAN DISTRICT
TO SET MILL LEVIES

WHEREAS, the Board of Directors of the Two Bridges Metropolitan District (“District”) has adopted the 2019 annual budget in accordance with the Local Government Budget Law on November 14, 2018; and

WHEREAS, the adopted budget is attached to the Resolution of the Board of Directors to Adopt the 2019 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.

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

1. That for the purposes of meeting all general fund expenses of the District during the 2019 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 2019 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 Douglas 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 14th day of November, 2018.

EXHIBIT A
(Certification of Tax Levies)

IN THE MATTER OF THE)	
)	
TWO BRIDGES METROPOLITAN)	PETITION FOR INCLUSION
DISTRICT)	
)	
DOUGLAS COUNTY, COLORADO)	

The undersigned hereby respectfully petitions the Two Bridges Metropolitan District (the "District"), acting by and through its Board of Directors, for the inclusion of the hereinafter described real property into the boundaries of the District, which real property is situate within the County of Douglas, State of Colorado.

The undersigned hereby consents that the herein described property be included in said District and that an Order may be entered in the District Court in and for the County of Douglas, State of Colorado, including said land into the boundaries of the District, and that from and after the entry of such Order, said land shall be liable for assessments or other obligations of the District.

The undersigned represents to the District that it is the current record owner of the property hereinafter described and that no other persons, entity or entities own an interest therein except as beneficial holders of encumbrances.

The undersigned further represents to the District that the area sought to be included into the District is located entirely within the County of Douglas, State of Colorado, and does not include property within any other county or incorporated city, town, or city and county, and that no notice of the proposed inclusion under Section 32-1-207(2), C.R.S., as amended, is required.

Acceptance of the Petition shall be deemed to have occurred at that time when the Board of Directors of the District sets the date for the public hearing for consideration of the Petition.

The legal description of the property is as follows, to-wit:

See **Exhibit A** attached hereto and incorporated herein by this reference.

The name and address of the petitioner is as follows:

Petitioner:	Two Bridges Metropolitan District
Address:	c/o Special District Management Service Inc. 141 Union Blvd., Ste. 150, Lakewood, CO 80228

EXHIBIT A

LEGAL DESCRIPTION

TRACTS B, E, F AND R, HIGH PRAIRIE INTERNATIONAL POLO CLUB RURAL SITE PLAN,
DOUGLAS COUNTY, STATE OF COLORADO; CONSISTING OF APPROXIMATELY 80.34
ACRES.

**CERTIFIED COPY OF RESOLUTION TO APPROVE PETITION FOR INCLUSION
TWO BRIDGES METROPOLITAN DISTRICT**

COMES NOW, the President of the Two Bridges Metropolitan District , and certifies that at a special meeting of the Board of Directors of the District, held November 14, 2018 at 8310 South Valley Highway, Suite 115, Englewood, CO 80112, the following resolution was adopted, to-wit:

WHEREAS, the Petitioner has petitioned the Two Bridges Metropolitan District for the inclusion in said District of the land described in the Petition for Inclusion attached hereto as **Exhibit A**; and

WHEREAS, Public Notice has been published in accordance with law, calling for a public hearing on the prayer of said Petition, proof of which is attached hereto as **Exhibit B**; and

WHEREAS, a public hearing was properly noticed for November 14, 2018; and

WHEREAS, the area sought to be included into the District is located entirely within Douglas County, Colorado, and does not include property within any other county or within any incorporated city, town, or city and county, and, therefore, no notice of the proposed inclusion under Section 32-1-207(2), C.R.S., as amended, is required; and

WHEREAS, the District is not required to enlarge or extend its facilities beyond those currently existing and all such enlargements or extensions are undertaken in the exercise of discretion as a governmental function in the interest of public health, safety and welfare;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the District shall, and hereby does, order the inclusion of the land described herein within the boundaries of the Two Bridges Metropolitan District.

The name and address of the petitioner and the description of said property are as follows:

Petitioner: Two Bridges Metropolitan District

Address: c/o Special Districts Management Service Inc.
141 Union Blvd., Ste. 150, Lakewood, CO 80228

Legal Description: See **Exhibit C** attached hereto.

The foregoing is a true and accurate copy of the action taken by the governing body of the Two Bridges Metropolitan District.

TWO BRIDGES METROPOLITAN DISTRICT

President

EXHIBIT A
to Resolution
(Petition for Inclusion)

EXHIBIT B
to Resolution

(Affidavit of Publication)

EXHIBIT C
to Resolution

(Legal Description of Property to be Included)

TRACTS B, E, F AND R, HIGH PRAIRIE INTERNATIONAL POLO CLUB RURAL SITE PLAN,
DOUGLAS COUNTY, STATE OF COLORADO; CONSISTING OF APPROXIMATELY 80.34
ACRES

**THIRD AMENDMENT TO
2016 OPERATION FUNDING AGREEMENT**

THIS SECOND AMENDMENT TO 2016 OPERATION FUNDING AGREEMENT (this “**Amendment**”) is made and entered into on November 14, 2018, by and between **TWO BRIDGES METROPOLITAN DISTRICT** (formerly known as **HIGH PRAIRIE POLO CLUB METROPOLITAN DISTRICT NO. 2**), a quasi - municipal corporation and political subdivision of the State of Colorado (the “**District**”) and **LOKAL TWO BRIDGES, LLC**, a Colorado limited liability company (the “**Developer**”) (individually, each a “**Party**” and collectively the “**Parties**”)

RECITALS

A. The District and the Developer previously entered into that certain 2016 Operation Funding Agreement, dated July 8, 2016, with an effective date of June 15, 2016 (the “**Agreement**”).

B. Pursuant to the Agreement, the obligation of the Developer to fund the Shortfall Amount is limited to an amount not to exceed \$40,000.

C. Pursuant to the Agreement, the obligation of the Developer to fund the Shortfall Amount expires on December 31, 2016.

D. The District and the Developer subsequently entered into the First Amendment to 2016 Operations Funding Agreement to fund operations costs in 2017, and the Second Amendment to the 2016 Operations Funding Agreement to fund operations costs in 2018.

E. The District anticipates it will not have sufficient revenues to make payment of its operations and maintenance expenses through fiscal year 2019.

F. The parties desire to amend the provisions of the Agreement pertaining to the term of the Agreement and the Shortfall Amount (as defined in the Agreement).

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter set forth, the parties agree as follows:

1. All terms which are defined herein shall have the same meaning as set forth in the Agreement.

2. Amendment to Section 1 of the Agreement. Section 1 of the Agreement is hereby deleted in its entirety and replaced with the following:

“1. Acknowledgement of Anticipated Shortfalls. The District anticipates a shortfall in revenues available for operations and maintenance expenses to be incurred for fiscal years 2016 through 2019 in an aggregate amount of approximately _____ Dollars (\$_____) (the “**Shortfall Amount**”).”

3. Amendment to Section 8 of the Agreement. Section 8 of the Agreement is hereby deleted in its entirety and replaced with the following:

“8. Term/Repose. The term of this Agreement shall commence on the date hereof and shall expire on December 31, 2057, unless terminated earlier by the mutual agreement of the Parties. Any obligation of Developer to advance funds will expire upon advance to the District of amounts sufficient to pay expenses incurred in 2016 through 2019, not to exceed the Shortfall Amount. Any obligation of the District to reimburse Developer shall expire on December 31, 2057. In the event the District has not reimbursed the Developer for any Developer Advance(s) made pursuant to this Agreement on or before December 31, 2057, any amount of principal and accrued interest outstanding on such date shall be deemed to be forever discharged and satisfied in full.”

4. All references in the Agreement to the phrase “fiscal year 2016” shall be deleted in their entirety, and replaced with “fiscal years 2016-2019.”

5. Except as expressly set forth in this Amendment, all provision of the Agreement remain unchanged and in full force and effect, valid and binding on the parties.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

TWO BRIDGES METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

Officer

Attest:

LOKAL TWO BRIDGES, LLC, a Colorado limited liability company

By: _____

Title: _____

RESOLUTION
BY THE BOARD OF DIRECTORS OF
TWO BRIDGES METROPOLITAN DISTRICT

A RESOLUTION ADOPTING THE PROTECTIONS FOR CONSUMER DATA PRIVACY POLICY

WHEREAS, the Two Bridges Metropolitan District, County of Douglas, Colorado (the “District”) is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to Sections 32-1-1001(1)(h-i), C.R.S., the Board of Directors of the District (“Board”) is responsible for the management, control, and supervision of all business and affairs of the District;

WHEREAS, the Colorado Legislature recently passed the “Protections for Consumer Data Privacy” Act, H.B. 18-1128 (“Act”), which requires governmental entities in Colorado to develop a written policy for the destruction and proper disposal for paper and electronic documents that contain personal identifying information, to maintain reasonable security procedures for personal identifying information, and to notify Colorado residents following a security breach; and

WHEREAS, to comply with the Act, the Board desires to supplement its Colorado Open Records Act Policy and adopt and implement a policy for the destruction and proper disposal for paper and electronic documents that contain personal identifying information, a policy for protecting personal identifying information from security breaches, and a policy for notifying Colorado residents following a security breach.

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

Section 1. Definitions.

- (a) “Personal Identifying Information” means the following:
- i. Social security number
 - ii. Personal identification number
 - iii. A password
 - iv. A pass code
 - v. An official state or government-issued driver’s license or identification card
 - vi. A government passport number
 - vii. Biometric data, as defined in C.R.S. § 6-1-716(1)(a)
 - viii. An employer, student, or military identification number
 - ix. A financial transaction device, as defined in C.R.S. § 18-5-701

- (b) “Third Party Service Provider” means an entity that has been contracted to maintain, store, or process personal information on behalf of the District.

Section 2. Security Measures. The District shall protect Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction by implementing and maintaining reasonable security procedures and practices. Such procedures and practices shall include but not be limited to:

- (a) limiting access to Personal Identifying Information by individuals to the minimum level of information necessary to accomplish their responsibilities by requiring password access to workstations, servers, applications, parts of applications;
- (b) modifying an individual’s access to Personal Identifying Information when the individual’s job responsibilities change, new or upgraded application software allows greater control of application access, or the individual’s association with the District has been terminated;
- (c) monitoring system logins, file access, and security incidents associated with Personal Identifying Information stored on or transmitted by the District’s computer systems, including:
 - i. Using and regularly reviewing system traces;
 - ii. Using and regularly reviewing audit functionality available through application software; and
- (d) ensuring that appropriate education and procedures are in place and enforced so that the District’s board directors, employees, volunteers, committee members, and agents are trained properly regarding privacy and confidentiality in accordance with the District’s policies and the applicable laws and regulations.

Section 3. Document Destruction and Disposal. The District’s board of directors, employees, volunteers, committee members, and agents are required to comply with the following rules:

- (a) When paper or electronic documents contain Personal Identifying Information, and such paper or electronic documents are no longer needed, unless longer retention is required by contractual or legal requirements, the District shall destroy or arrange for the destruction of such paper or electronic documents within its custody or control by shredding, erasing, or otherwise modifying the Personal Identifying Information in the paper or electronic documents to make the Personal Identifying Information unreadable or indecipherable through any means;
- (b) All electronic documents containing Personal Identifying Information that are no longer needed and are not required by law to be retained shall be deleted from all computers, data bases, networks, and back-up storage;
- (c) No paper or electronic documents containing Personal Identifying Information will be destroyed if pertinent to any ongoing or anticipated government investigation or proceeding or litigation;
- (d) No paper or electronic documents containing Personal Identifying Information will be destroyed if they are required to be maintained to comply with government auditing standards or the Colorado Open Records Act;

- (e) If there is any question as to whether or not a document contains Personal Identifying Information, it should be treated as if it does include Personal Identifying Information and should be destroyed.

Section 4. Third Party Service Providers. If the District contracts with a third party service provider to maintain, store, or process Personal Identifying Information on behalf of the District, the third party service provider will be required to implement and maintain reasonable security procedures and practices that are:

- (a) appropriate to the nature of the Personal Identifying Information that is disclosed to the third party service provider; and
- (b) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

Section 5. Discovery of Security Breach. After the District learns that a security breach may have occurred, the District will promptly conduct in good faith an investigation to determine the likelihood that personal information of Colorado residents has been or will be misused.

Section 6. Notice Required. The District will give notice to the affected residents within thirty (30) days of learning of the breach if the District determines that the misuse of information has occurred or is reasonably likely to occur. The District will provide notice to the affected residents by one or more of the methods listed in C.R.S. § 24-73-103(1)(f). If the District is required to give notice, the notice shall include the following:

- (a) Date, estimated date, or estimated date range of the security breach;
- (b) A description of the Personal Identifying Information that was acquired or reasonably believed to have been acquired;
- (c) Information that the individual can use to contact the District about the breach;
- (d) Toll-free numbers, addresses, and websites for consumer reporting agencies;
- (e) Toll-free number, address, and website for the federal trade commission; and
- (f) A statement that the individual can obtain information from the federal trade commission and the credit reporting agencies about fraud alerts and security freezes.

If the District is required to give notice, the District shall also direct the resident to change his/her password, security question or answer, and take any other applicable steps to protect his/her online account with the District and all other online accounts for which the resident uses the same user name, email address, password, and/or security question or answer.

The District will not charge the affected Colorado residents for complying with these notice requirements.

Section 7. Additional Notice Requirements.

- (a) If the District is required to notify five hundred (500) Colorado residents or more, the District will notify the Colorado Attorney General within thirty (30) days after the date of determination that a breach has occurred.
- (b) If the District is required to notify more than one thousand (1000) Colorado residents of a security breach, the District will immediately notify all consumer reporting agencies that compile and maintain files on consumers on a nationwide basis of the anticipated date of notification to the residents and the approximate number of residents to be notified.

Section 8. Colorado Open Records Act. The purpose of this Resolution is to supplement and not replace the District's Colorado Open Records Act Policy and therefore this Resolution shall be read in conjunction with the requirements of the District's Colorado Open Records Act Policy.

Section 9. Effective Date. The provisions of this Resolution shall take effect as of the date set forth below.

Approved and adopted this ___ day of _____, 2018.

TWO BRIDGES METROPOLITAN DISTRICT

By: _____
President

ATTEST:

By: _____
Secretary

**TWO BRIDGES METROPOLITAN DISTRICT
PUBLIC RECORDS REQUEST POLICY
Adopted _____, 2018**

I. Purposes of the District’s Public Records Request Policy

This Public Records Request Policy of the Two Bridges Metropolitan District (the “District”) shall be applied and interpreted with the following purposes in mind:

- a. To adopt a Public Records Request Policy pursuant to § 24-72-203(1), C.R.S.;
- b. To provide access to and the protection and integrity of Public Records in the custody of the District;
- c. To prevent unnecessary interference with the regular discharge of the duties of the District and its manager in compliance with the Colorado Open Records Act, §§ 24-72-200.1 to 24-72-206, C.R.S. (“CORA”);
- d. To establish reasonable and standardized fees for producing copies of and information from records maintained by the District as authorized by CORA; and
- e. To set forth a general procedure for providing consistent, prompt and equitable service to those requesting access to Public Records.

II. Public Records Requests

A. Applicability

This Public Records Request Policy applies to requests submitted to the District for the inspection of Public Records pursuant to CORA, and shall supersede any previously adopted CORA policies of the District.

B. Definitions

1. “**Custodian**”: Except as otherwise provided in this policy, the term “Custodian” shall mean the District’s manager, or any successor that has been designated by the Board of the District to oversee the collection, retention, and retrieval of Public Records of the District.

2. “**Public Records**”: As defined in § 24-72-202(6), C.R.S.

C. Submission of Requests

1. Requests for inspection of Public Records are to be submitted in writing on an official request form to the Custodian and must be sufficiently specific as to enable the Custodian to locate the information requested with reasonable effort. The official request form is attached hereto as **Exhibit A** and incorporated herein by this reference, as may be modified from

time to time by the District. The District has determined that the use of an official request form is necessary for the efficient handling of Public Records requests.

2. Requests may be submitted by mail, fax, e-mail or hand-delivery.
3. A request shall be considered made when the request is actually received by the Custodian:
 - a. A letter is received when it is opened in the usual course of business by the recipient or a person authorized to open the recipient's mail;
 - b. A fax is received when it is printed during regular business hours, or, if received after hours, at 8:30 a.m. on the following business day; and
 - c. An e-mail is received when it is received and opened during regular business hours, or, if received after hours, at 8:30 a.m. on the following business day.
4. If a deposit is required, the request is not considered received until the deposit is paid.

D. Inspection

1. The Custodian or the Custodian's designee shall make the requested Public Records available for inspection during regular business hours, deemed to be from 8:30 a.m. to 4:30 p.m., Monday through Friday, except for times the Custodian's office is closed. During the inspection of Public Records, the Custodian may ask that the requestor follow certain procedures to protect the integrity of the Public Records.
2. If a Public Record is not immediately or readily available for inspection, the Custodian or the Custodian's designee shall make an appointment or other arrangements with the applicant concerning the time at which the requested record will be available. The Public Records shall be made available for inspection within a reasonable time, which is presumed to be three (3) working days or less from the date of receipt of the request. Such three (3) day period may be extended by an additional seven (7) working days if extenuating circumstances, as described in § 24-72-203(3)(b), C.R.S., exist. Responding to applications for inspection of Public Records need not take priority over the previously scheduled work activities of the Custodian or the Custodian's designee.
3. All Public Records to which the request applies shall be preserved from the date of the request until such time as set forth in the District's records maintenance, retention, or deletion policy or practices utilized by the Custodian.
4. No one shall remove a Public Record from the Custodian's offices without the permission of the Custodian. Public Records may be removed from file folders or places of storage for photocopying by the Custodian or the Custodian's designee. The Custodian may allow a person to use his or her own portable electronic equipment to make copies of Public Records.

5. As a general practice, in response to a Public Records request:

a. Public Records will be made available for inspection in the format in which they are stored. If the Custodian is unable to produce the Public Record in its stored format for any reason set forth in § 24-72-203(3.5)(b) C.R.S., an alternate format may be produced or a denial issued under § 24-72-204 C.R.S.

b. The person making the request shall not be allowed to access the Custodian's computer or any other computer for purposes of inspecting any Public Records.

c. Any portion of a Public Record containing non-public information that is not subject to inspection may be redacted by the Custodian prior to making the record available for inspection. The Custodian is not required to redact information from a writing that is not a Public Record in order to make the writing available for inspection. *Denver Publishing Co. v. Bd. of County Comm'rs of the County of Arapahoe*, 121 P.3d 190 (Colo. 2005); *Colorado Republican Party v. Benefield, et al.*, Court of Appeals No. 07CA1216, Oct. 23, 2008 (Unpublished).

d. The Custodian, in consultation with the District's general counsel, will determine which information is no longer considered "work-in-progress" subject to the deliberative process or work product privilege and therefore eligible for release.

e. Altering an existing Public Record, or excising fields of information that the Custodian is either required or permitted to withhold does not constitute the creation of a new Public Record. § 24-72-203(3.5)(d), C.R.S.

f. A document will not ordinarily be created in order to respond to a request.

6. Where a request seeks in excess of 25 electronically-stored Public Records, the following procedure shall apply in responding to such a request:

a. The Custodian shall solicit the comments of the requestor regarding any search terms to be used to locate and extract such records, and, in doing so, will seek to have the request refined so that it does not result in an inordinate number of irrelevant or duplicative documents, it being understood that the Custodian will make the final determination regarding search terms;

b. The Custodian shall designate an employee or another person with experience in performing electronic searches to locate and extract responsive records;

c. The person who is designated to perform the searches shall consult, as appropriate, with legal counsel to identify privileged records that should not be produced; and

d. Where appropriate, legal counsel shall conduct a final review to identify and withhold privileged records.

7. The Custodian or the Custodian's designee shall deny the inspection of the records if such inspection would be contrary to federal or state law or regulation or would violate a court order. In special circumstances, a Custodian shall deny inspection of the Public Records if such inspection would cause substantial injury to the public interest. Such a denial shall be made in writing by the Custodian to the person making the request and shall set forth with specificity the grounds of the denial. It is not necessary to state a ground for denial of access for each document if a specific ground is applicable to a group of documents.

8. If the Public Records requested are not in the custody or control of the Custodian, the Custodian shall notify the requestor of this fact in writing. In such notification, the Custodian shall state in detail to the best of his/her knowledge and belief the reason for the absence of the Public Records, the location of the Public Records, and what person then has custody or control of the Public Records.

9. All Public Records, regardless of storage format, will be administered in accordance with approved retention schedules. The District reserves the right to adopt the records retention policy that has been promulgated by the Custodian.

E. Fees for All Record Requests

1. **Fees for standard reproductions.** The Custodian or the Custodian's designee shall charge a fee not to exceed twenty-five cents per page for any photocopies or printed copies of electronic records that are required to make a Public Record available. Other reproductions of Public Records shall be provided at a cost not to exceed the actual cost of the reproduction. Such fees shall be paid by the applicant prior to the receipt of copies of any Public Records. Requests expected to exceed a total charge of \$10.00 or more must be accompanied by a deposit equal to the reasonably-estimated reproduction costs. This deposit will be credited toward the total fee, and the total fee shall be paid prior to release of the requested records. In the event the deposit amount exceeds the actual costs, the balance will be refunded.

2. **Transmission fees.** No fees related to transmission shall be charged for transmitting public records via electronic mail. Within the period specified in § 24-72-203, C.R.S., the Custodian shall notify the record requester that a copy of the record is available but will only be sent to the requester once the custodian receives payment for postage if the copy is transmitted by United States mail, or payment for the cost of delivery if the copy is transmitted other than by United States mail, and payment for any other supplies used in the mailing, delivery, or transmission of the record and for all other costs associated with producing the record. Upon receiving such payment, the custodian shall send the record to the requester as soon as practicable but no more than three business days after receipt of such payment.

3. **Fees for search, retrieval and legal review:**

a. In the case of any request requiring more than one hour of time for search, retrieval, supervision of inspection, copying, manipulation, redaction or legal counsel review to identify and withhold privileged records, the Custodian or the Custodian's designee may charge a hourly fee for such time that is consistent with § 24-72-205(6), C.R.S. Prior to performing any services necessary to respond to a request, the Custodian or the Custodian's designee shall require the applicant to pay a deposit equal to the reasonably estimated fees that will be charged by the Custodian for such staff time.

Before receiving any records, the applicant shall also pay the amount by which the cost of any open records services exceeds the deposit. The District shall promptly refund the amount by which the deposit exceeds the cost of any open records services.

b. To the extent possible, the Custodian shall utilize administrative or clerical staff for search and retrieval of Public Records who are ordinarily responsible for such duties to ensure that the fees charged for staff time in connection with the request represent costs incurred in the ordinary course of business and not extraordinary charges, but in any case, such charges shall be consistent with § 24-72-205(6), C.R.S.

Signature page follows.

APPROVED AND ADOPTED THIS ___ DAY OF _____, 2018.

TWO BRIDGES METROPOLITAN DISTRICT

Officer of District

ATTEST:

EXHIBIT A
OFFICIAL REQUEST FORM

TWO BRIDGES METROPOLITAN DISTRICT

Request for Inspection/Copy of Public Records

For Internal Use Only Date of Request: _____ Time of Request: _____ AM/PM
--

Applicant Name: _____

Applicant Address: _____

City/State: _____ **Zip:** _____

Daytime Phone #:() _____ **Alt./Cell:** () _____

Email: _____

Detailed description of the records requested: (Please use additional sheets if necessary)

Select a preferred format for the materials: Hard Copies _____ Electronic _____ View Hard Copy Only _____

I request the records described and agree to pay all charges incurred in processing this request at or before the time the records are made available. If over \$10, I understand I must provide a deposit to pay for the cost incurred to obtain the records. I understand that the Estimated Charges are estimates only, and that the actual cost may vary. This request will be considered received when this form is complete and received by the Custodian and any required deposit is paid.

Signature: _____ **Date:** _____

Submit Request Form To:
Spencer Fane
1700 Lincoln Street, Suite 2000
Denver, CO 80203

If the records are available pursuant to §§ 24-72-201, *et seq.*, C.R.S., the records shall be made available for viewing within three (3) working days. The date of receipt is not included in calculating the response date. If extenuating circumstances exist so that the Custodian cannot reasonably gather the records within the three (3)-day period, the Custodian may extend the period by up to seven (7) working days. The requestor shall be notified of the extension within the three (3)-day period. Public records shall be viewed at the District's offices during regular business days at prearranged times.

For Internal Use Only

Estimated Charges

Number of Pages _____ at \$0.25/page _____	Research & Retrieval _____ Hours at \$ _____ /Hr See § 24-72-205(6), C.R.S. for hourly fee
Postage/Delivery Costs: \$ _____	Research & Retrieval Total: \$ _____
Deposit Required: \$ _____	Total Estimate Cost: \$ _____

Note: Non-standard and special requests will be billed at cost and charged in addition to any other fees

Administrative Matters

Date Request Completed: _____	Amount Prepaid: \$ _____
Approved: _____ Denied: _____	Balance Due Before Release: \$ _____
If Denied, Provide Reason(s): _____	Total Amount Paid: \$ _____