APPLICATION FOR EXEMPTION FROM AUDIT

LONG FORM

NAME OF GOVERNMENT	Spanish Peaks & Bon Carbo Fire Protection District	For the Year Ended 12/31/2022 or fiscal year ended:
ADDRESS	109 W. Main St.	
	Trinidad, CO 81082	
CONTACT PERSON	Bernadette Cappellucci	
PHONE	(719) 846-2080	
EMAIL	stacey@centurysolutions.org	

CERTIFICATION OF PREPARER

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

NAME:	Bernadette Cappellucci
TITLE	Audit Manager
FIRM NAME (if applicable)	Century Financial Group
ADDRESS	109 W. Main St., Trinidad, CO 81082
PHONE	(719) 846-2080
DATE PREPARED	3/7/2023
RELATIONSHIP TO ENTITY	Account Manager

PREPARER (SIGNATURE REQUIRED)

	YES	NO	
Has the entity filed for, or has the district filed, a Title 32, Article 1 Special District Notice of Inactive Status during the year? [Applicable to Title 32 special districts only, pursuant to Sections 32-1-103 (9.3) and 32-1-104 (3), C.R.S.]	☐	☑	If Yes, date filed:

PART 1 - FINANCIAL STATEMENTS - BALANCE SHEET

* Indicate Name of Fund

NOTE: Attach additional sheets as necessary.

Line #	Description	Governmental Funds: Fund*	Governmental Funds: Fund*	Description	Proprietary/Fiduciary Funds: Fund*	Proprietary/Fiduciary Funds: Fund*	Please use this space to provide explanation of any items on this page
	Assets			Assets			
1-1	Cash & Cash Equivalents	$ 536,435	$ -	Cash & Cash Equivalents	$ -	$ -	
1-2	Investments	$ -	$ -	Investments	$ -	$ -	
1-3	Receivables	$ -	$ -	Receivables	$ -	$ -	
1-4	Due from Other Entities or Funds	$ -	$ -	Due from Other Entities or Funds	$ -	$ -	
1-5	Property Tax Receivable	$ 5,801	$ -	Other Current Assets [specify...]			
	All Other Assets [specify...]				$ -	$ -	
1-6	Lease Receivable (as Lessor)	$ -	$ -	Total Current Assets	$ -	$ -	
1-7		$ -	$ -	Capital & Right to Use Assets, net (from Part 6-4)	$ -	$ -	
1-8		$ -	$ -	Other Long Term Assets [specify...]	$ -	$ -	
1-9		$ -	$ -		$ -	$ -	
1-10		$ -	$ -		$ -	$ -	
1-11	(add lines 1-1 through 1-10) TOTAL ASSETS	$ 542,236	$ -	(add lines 1-1 through 1-10) TOTAL ASSETS	$ -	$ -	
	Deferred Outflows of Resources:			Deferred Outflows of Resources			
1-12	[specify...]	$ -	$ -	[specify...]	$ -	$ -	
1-13	[specify...]	$ -	$ -	[specify...]	$ -	$ -	
1-14	(add lines 1-12 through 1-13) TOTAL DEFERRED OUTFLOWS	$ -	$ -	(add lines 1-12 through 1-13) TOTAL DEFERRED OUTFLOWS	$ -	$ -	
1-15	TOTAL ASSETS AND DEFERRED OUTFLOWS	$ 542,236	$ -	TOTAL ASSETS AND DEFERRED OUTFLOWS	$ -	$ -	
	Liabilities			Liabilities			
1-16	Accounts Payable	$ 4,895	$ -	Accounts Payable	$ -	$ -	
1-17	Accrued Payroll and Related Liabilities	$ -	$ -	Accrued Payroll and Related Liabilities	$ -	$ -	
1-18	Unearned Property Tax Revenue	$ -	$ -	Accrued Interest Payable	$ -	$ -	
1-19	Due to Other Entities or Funds	$ -	$ -	Due to Other Entities or Funds	$ -	$ -	
1-20	All Other Current Liabilities	$ -	$ -	All Other Current Liabilities	$ -	$ -	
1-21	(add lines 1-16 through 1-20) TOTAL CURRENT LIABILITIES	$ 4,895	$ -	(add lines 1-16 through 1-20) TOTAL CURRENT LIABILITIES	$ -	$ -	
1-22	All Other Liabilities [specify...]	$ -	$ -	Proprietary Debt Outstanding (from Part 4-4)	$ -	$ -	
1-23		$ -	$ -	Other Liabilities [specify...]:	$ -	$ -	
1-24		$ -	$ -		$ -	$ -	
1-25		$ -	$ -		$ -	$ -	
1-26		$ -	$ -		$ -	$ -	
1-27	(add lines 1-21 through 1-26) TOTAL LIABILITIES	$ 4,895	$ -	(add lines 1-21 through 1-26) TOTAL LIABILITIES	$ -	$ -	
	Deferred Inflows of Resources:			Deferred Inflows of Resources			
1-28	Deferred Property Taxes	$ -	$ -	Pension/OPEB Related	$ -	$ -	
1-29	Lease related (as lessor)	$ -	$ -	Other [specify...]	$ -	$ -	
1-30	(add lines 1-28 through 1-29) TOTAL DEFERRED INFLOWS	$ -	$ -	(add lines 1-28 through 1-29) TOTAL DEFERRED INFLOWS	$ -	$ -	
	Fund Balance			Net Position			
1-31	Nonspendable Prepaid	$ -	$ -	Net Investment in Capital Assets	$ -	$ -	
1-32	Nonspendable Inventory	$ -	$ -				
1-33	Restricted [specify...]	$ -	$ -	Emergency Reserves	$ -	$ -	
1-34	Committed [specify...]	$ -	$ -	Other Designations/Reserves	$ -	$ -	
1-35	Assigned [specify...]	$ -	$ -	Restricted	$ -	$ -	
1-36	Unassigned:	$ 537,341	$ -	Undesignated/Unreserved/Unrestricted	$ -	$ -	
1-37	Add lines 1-31 through 1-36 This total should be the same as line 3-33 TOTAL FUND BALANCE	$ 537,341	$ -	Add lines 1-31 through 1-36 This total should be the same as line 3-33 TOTAL NET POSITION	$ -	$ -	
1-38	Add lines 1-27, 1-30 and 1-37 This total should be the same as line 1-15 TOTAL LIABILITIES, DEFERRED INFLOWS, AND FUND BALANCE	$ 542,236	$ -	Add lines 1-27, 1-30 and 1-37 This total should be the same as line 1-15 TOTAL LIABILITIES, DEFERRED INFLOWS, AND NET POSITION	$ -	$ -	

PART 2 - FINANCIAL STATEMENTS - OPERATING STATEMENT - REVENUES

Line #	Description	Governmental Funds: Fund*	Governmental Funds: Fund*	Description	Proprietary/Fiduciary Funds: Fund*	Proprietary/Fiduciary Funds: Fund*	Please use this space to provide explanation of any items on this page
	Tax Revenue			Tax Revenue			
2-1	Property [include mills levied in Question 10-6]	$ 224,819	$ -	Property [include mills levied in Question 10-6]	$ -	$ -	
2-2	Specific Ownership	$ -	$ -	Specific Ownership	$ -	$ -	
2-3	Sales and Use Tax	$ -	$ -	Sales and Use Tax	$ -	$ -	
2-4	Other Tax Revenue [specify...]:	$ -	$ -	Other Tax Revenue [specify...]:	$ -	$ -	
2-5		$ -	$ -		$ -	$ -	
2-6		$ -	$ -		$ -	$ -	
2-7		$ -	$ -		$ -	$ -	
2-8	Add lines 2-1 through 2-7 TOTAL TAX REVENUE	$ 224,819	$ -	Add lines 2-1 through 2-7 TOTAL TAX REVENUE	$ -	$ -	
2-9	Licenses and Permits	$ -	$ -	Licenses and Permits	$ -	$ -	
2-10	Highway Users Tax Funds (HUTF)	$ -	$ -	Highway Users Tax Funds (HUTF)	$ -	$ -	
2-11	Conservation Trust Funds (Lottery)	$ -	$ -	Conservation Trust Funds (Lottery)	$ -	$ -	
2-12	Community Development Block Grant	$ -	$ -	Community Development Block Grant	$ -	$ -	
2-13	Fire & Police Pension	$ -	$ -	Fire & Police Pension	$ -	$ -	
2-14	Grants	$ 50,710	$ -	Grants	$ -	$ -	
2-15	Donations	$ 650	$ -	Donations	$ -	$ -	
2-16	Charges for Sales and Services	$ -	$ -	Charges for Sales and Services	$ -	$ -	
2-17	Rental Income	$ -	$ -	Rental Income	$ -	$ -	
2-18	Fines and Forfeits	$ -	$ -	Fines and Forfeits	$ -	$ -	
2-19	Interest/Investment Income	$ 2,871	$ -	Interest/Investment Income	$ -	$ -	
2-20	Tap Fees	$ -	$ -	Tap Fees	$ -	$ -	
2-21	Proceeds from Sale of Capital Assets	$ -	$ -	Proceeds from Sale of Capital Assets	$ -	$ -	
2-22	All Other [specify...]: $1148 Football standby; $281 Pinnacol Div.	$ 1,650	$ -	All Other [specify...]:	$ -	$ -	
2-23	$116 SIEA Cap Credit; $105 Hughes Net refund	$ -	$ -		$ -	$ -	
2-24	Add lines 2-8 through 2-23 TOTAL REVENUES	$ 280,699	$ -	Add lines 2-8 through 2-23 TOTAL REVENUES	$ -	$ -	
	Other Financing Sources			Other Financing Sources			
2-25	Debt Proceeds	$ -	$ -	Debt Proceeds	$ -	$ -	
2-26	Lease Proceeds	$ -	$ -	Lease Proceeds	$ -	$ -	
2-27	Developer Advances	$ -	$ -	Developer Advances	$ -	$ -	
2-28	Other [specify...]:	$ -	$ -	Other [specify...]:	$ -	$ -	
2-29	Add lines 2-25 through 2-28 TOTAL OTHER FINANCING SOURCES	$ -	$ -	Add lines 2-25 through 2-28 TOTAL OTHER FINANCING SOURCES	$ -	$ -	GRAND TOTALS
2-30	Add lines 2-24 and 2-29 TOTAL REVENUES AND OTHER FINANCING SOURCES	$ 280,699	$ -	Add lines 2-24 and 2-29 TOTAL REVENUES AND OTHER FINANCING SOURCES	$ -	$ -	$ 280,699

IF GRAND TOTAL REVENUES AND OTHER FINANCING SOURCES for all funds (Line 2-29) are GREATER than $750,000 - STOP. You may not use this form. An audit may be required. See Section 29-1-604, C.R.S., or contact the OSA Local Government Division at (303) 869-3000 for assistance.

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

Line #	Description	Governmental Funds: Fund*	Governmental Funds: Fund*	Description	Proprietary/Fiduciary Funds: Fund*	Proprietary/Fiduciary Funds: Fund*	Please use this space to provide explanation of any items on this page
	Expenditures			Expenses			
3-1	General Government	$ 29,810	$ -	General Operating & Administrative	$ -	$ -	
3-2	Judicial	$ -	$ -	Salaries	$ -	$ -	
3-3	Law Enforcement	$ -	$ -	Payroll Taxes	$ -	$ -	
3-4	Fire	$ 24,481	$ -	Contract Services	$ -	$ -	
3-5	Highways & Streets	$ -	$ -	Employee Benefits	$ -	$ -	
3-6	Solid Waste	$ -	$ -	Insurance	$ -	$ -	
3-7	Contributions to Fire & Police Pension Assoc.	$ -	$ -	Accounting and Legal Fees	$ -	$ -	
3-8	Health	$ -	$ -	Repair and Maintenance	$ -	$ -	
3-9	Culture and Recreation	$ -	$ -	Supplies	$ -	$ -	
3-10	Transfers to other districts	$ -	$ -	Utilities	$ -	$ -	
3-11	Other [specify...]: Insurance	$ 19,876	$ -	Contributions to Fire & Police Pension Assoc.	$ -	$ -	
3-12	Training/ Incentive	$ 10,867	$ -	Other [specify...]	$ -	$ -	
3-13	Utilities	$ 21,994	$ -		$ -	$ -	
3-14	Capital Outlay	$ 270,955	$ -	Capital Outlay	$ -	$ -	
	Debt Service			Debt Service			
3-15	Principal (should match amount in 4-4)	$ -	$ -	Principal (should match amount in 4-4)	$ -	$ -	
3-16	Interest	$ -	$ -	Interest	$ -	$ -	
3-17	Bond Issuance Costs	$ -	$ -	Bond Issuance Costs	$ -	$ -	
3-18	Developer Principal Repayments	$ -	$ -	Developer Principal Repayments	$ -	$ -	
3-19	Developer Interest Repayments	$ -	$ -	Developer Interest Repayments	$ -	$ -	
3-20	All Other [specify...]:	$ -	$ -	All Other [specify...]:	$ -	$ -	
3-21		$ -	$ -		$ -	$ -	GRAND TOTAL
3-22	Add lines 3-1 through 3-21 TOTAL EXPENDITURES	$ 377,981	$ -	Add lines 3-1 through 3-21 TOTAL EXPENSES	$ -	$ -	$ 377,981
3-23	Interfund Transfers (In)	$ -	$ -	Net Interfund Transfers (In) Out	$ -	$ -	3-31 Fund Bal- does not
3-24	Interfund Transfers Out	$ -	$ -	Other [specify...][enter negative for expense]	$ -	$ -	match prior year report
3-25	Other Expenditures (Revenues):	$ -	$ -	Depreciation/Amortization	$ -	$ -	as 2021 report was
3-26		$ -	$ -	Other Financing Sources (Uses) (from line 2-28)	$ -	$ -	incorrect. 2021 ending
3-27		$ -	$ -	Capital Outlay (from line 3-14)	$ -	$ -	fund bal should've been
3-28		$ -	$ -	Debt Principal (from line 3-15, 3-18)	$ -	$ -	$634,713, not $629,696
3-29	(Add lines 3-23 through 3-28) TOTAL TRANSFERS AND OTHER EXPENDITURES	$ -	$ -	(Line 3-27, plus line 3-28, less line 3-26, less line 3-25, plus line 3-24) TOTAL GAAP RECONCILING ITEMS	$ -	$ -	3-32 Prior Period Adj - due to accounts payable adjustment.
3-30	Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures Line 2-30, less line 3-22, less line 3-29	$ (97,282)	$ -	Net Increase (Decrease) in Net Position Line 2-29, less line 3-22, plus line 3-29, less line 3-23	$ -	$ -	
3-31	Fund Balance, January 1 from December 31 prior year report	$ 634,713	$ -	Net Position, January 1 from December 31 prior year report	$ -	$ -	
3-32	Prior Period Adjustment (MUST explain)	$ (90)	$ -	Prior Period Adjustment (MUST explain)	$ -	$ -	
3-33	Fund Balance, December 31 Sum of Lines 3-30, 3-31, and 3-32 This total should be the same as line 1-37.	$ 537,341	$ -	Net Position, December 31 Sum of Lines 3-30, 3-31, and 3-32 This total should be the same as line 1-37.	$ -	$ -	

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

PART 4 - DEBT OUTSTANDING, ISSUED, AND RETIRED

	Please answer the following questions by marking the appropriate boxes.	YES	NO
4-1	Does the entity have outstanding debt?	☐	☑
4-2	Is the debt repayment schedule attached? If no, MUST explain:	☐	☑
4-3	Is the entity current in its debt service payments? If no, MUST explain:	☐	☑

Please use this space to provide any explanations or comments:

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

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

*must agree to prior year ending balance

	Please answer the following questions by marking the appropriate boxes.		YES	NO
4-5	Does the entity have any authorized, but unissued, debt [Section 29-1-605(2) C.R.S.]?		☐	☑
If yes	How much?	$ -		
	Date the debt was authorized:			
4-6	Does the entity intend to issue debt within the next calendar year?		☐	☑
If yes	How much?	$ -		
4-7	Does the entity have debt that has been refinanced that it is still responsible for?		☐	☑
If yes	What is the amount outstanding?	$ -		
4-8	Does the entity have any lease agreements?		☑	☐
If yes	What is being leased?	Tamrock Tower Repeater Lease; see attached lease agreement		
	What is the original date of the lease?	7/17/2018		
	Number of years of lease?	5 years		
	Is the lease subject to annual appropriation?		☐	☑
	What are the annual lease payments?	$ 2,400		

PART 5 - CASH AND INVESTMENTS

	Please provide the entity's cash deposit and investment balances.	AMOUNT	TOTAL
5-1	YEAR-END Total of ALL Checking and Savings accounts	$ 228,592	
5-2	Certificates of deposit	$ 307,843	
	TOTAL CASH DEPOSITS		$ 536,435
	Investments (if investment is a mutual fund, please list underlying investments):		
5-3		$ -	
		$ -	
		$ -	
		$ -	
	TOTAL INVESTMENTS		$ -
	TOTAL CASH AND INVESTMENTS		$ 536,435

Please use this space to provide any explanations or comments:

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

PART 6 - CAPITAL AND RIGHT-TO-USE ASSETS

	Please answer the following question by marking in the appropriate box	YES	NO
6-1	Does the entity have capitalized assets?	☑	☐
6-2	Has the entity performed an annual inventory of capital assets in accordance with Section 29-1-506, C.R.S.? If no, MUST explain:	☑	☐

Please use this space to provide any explanations or comments:

6-3

Complete the following Capital & Right-To-Use Assets table for GOVERNMENTAL FUNDS:	Balance - beginning of the year [1]	Additions [2]	Deletions	Year-End Balance
Land	$ 63,264	$ -	$ -	$ 63,264
Buildings	$ 1,433,358	$ -	$ -	$ 1,433,358
Machinery and equipment	$ 791,836	$ 262,868	$ -	$ 1,054,704
Furniture and fixtures	$ 1,954	$ -	$ -	$ 1,954
Infrastructure	$ -	$ -	$ -	$ -
Construction In Progress (CIP)	$ -	$ -	$ -	$ -
Leased Right-to-Use Assets	$ -	$ -	$ -	$ -
Intangible Assets	$ -	$ -	$ -	$ -
Other (explain):	$ 930,537	$ -	$ -	$ 930,537
Accumulated Amortization Right to Use Leased Assets (Enter a negative, or credit, balance)	$ (2,240,877)	$ (88,286)	$ -	$ (2,329,163)
Accumulated Depreciation (Enter a negative, or credit, balance)	$ -	$ -	$ -	$ -
TOTAL	$ 980,072	$ 174,582	$ -	$ 1,154,654

6-4

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

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

PART 7 - PENSION INFORMATION

	*	YES	NO
7-1	Does the entity have an "old hire" firefighters' pension plan?	☐	☑
7-2	Does the entity have a volunteer firefighters' pension plan?	☐	☑
If yes:	Who administers the plan?	☐	☐

Please use this space to provide any explanations or comments:

Indicate the contributions from:

Tax (property, SO, sales, etc.):	$ -
State contribution amount:	$ -
Other (gifts, donations, etc.):	$ -
TOTAL	$ -
What is the monthly benefit paid for 20 years of service per retiree as of Jan 1?	$ -

PART 8 - BUDGET INFORMATION

	Please answer the following question by marking in the appropriate box	YES	NO	N/A
8-1	Did the entity file a current year budget with the Department of Local Affairs, in accordance with Section 29-1-113 C.R.S.? If no, MUST explain:	☑	☐	☐
8-2	Did the entity pass an appropriations resolution in accordance with Section 29-1-108 C.R.S.? If no, MUST explain:	☑	☐	☐

Please use this space to provide any explanations or comments:

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

Governmental/Proprietary Fund Name	Total Appropriations By Fund
Budgeted 2022 Expenditures	$ 203,950
Capital Reserve	$ 498,967
Emergency Reserve	$ 24,290
	$ -

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

	Please answer the following question by marking in the appropriate box	YES	NO
9-1	Is the entity in compliance with all the provisions of TABOR [State Constitution, Article X, Section 20(5)]?	☑	☐

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

Please use this space to provide any explanations or comments:

PART 10 - GENERAL INFORMATION

	Please answer the following question by marking in the appropriate box	YES	NO
10-1	Is this application for a newly formed governmental entity?	☐	☑
If yes:	Date of formation:		
10-2	Has the entity changed its name in the past or current year?	☐	☑
If Yes:	NEW name		
	PRIOR name		
10-3	Is the entity a metropolitan district?	☐	☑
10-4	Please indicate what services the entity provides:		
	Fire protection, emergency medical responders		
10-5	Does the entity have an agreement with another government to provide services?	☑	☐
If yes:	List the name of the other governmental entity and the services provided:		
	Mutual aid agreement with Fisher's Peak FPD, Trinidad FD, LAC Sheriff's Dept., Stonewall FPD, and Hoehne FPD		
10-6	Does the entity have a certified mill levy?	☑	☐
If yes:	Please provide the number of mills levied for the year reported (do not enter $ amounts):		

Bond Redemption mills	0.000
General/Other mills	3.950
Total mills	3.950

Please use this space to provide any explanations or comments:

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

PART 12 - GOVERNING BODY APPROVAL

Please answer the following question by marking in the appropriate box	YES	NO
12-1 If you plan to submit this form electronically, have you read the new Electronic Signature Policy?	☑	☐

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

Policy - Requirements

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

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

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

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

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

	Print the names of ALL members of the governing body below.	A MAJORITY of the members of the governing body must complete and sign in the column below.
1	Full Name: David Groubert	I, David Groubert, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed: David G Groubert Date: 3-10-23 My term Expires: May 2023
2	Full Name: Donnie Nuanes	I, Donnie Nuanes, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed: [signature] Date: 3-17-23 My term Expires: May 2025
3	Full Name: Tamara Tamburelli	I, _____, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed: _____ Date: _____ My term Expires: May 2023
4	Full Name: Stacey Byrd	I, Stacey Byrd, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed: [signature] Date: 3/10/23 My term Expires: May 2025
5	Full Name: Timothy Paulson	I, _____, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed: _____ Date: _____ My term Expires: May 2025
6	Full Name:	I, _____, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed: _____ Date: _____ My term Expires: _____
7	Full Name:	I, _____, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed: _____ Date: _____ My term Expires: _____

RESOLUTION 2023.04 / ORDINANCE FOR EXEMPTION FROM AUDIT
(Pursuant to Section 29-1-604, C.R.S.)

A RESOLUTION/ ORDINANCE APPROVING AN EXEMPTION FROM AUDIT FOR FISCAL YEAR 2022 FOR THE SPANISH PEAKS AND BON CARBO FIRE PROTECTION DISTRICT, STATE OF COLORADO.

WHEREAS, the Board of Directors of Spanish Peaks and Bon Carbo Fire Protection District wishes to claim exemption from the audit requirements of Section 29-1-603, C.R.S.; and

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

WHEREAS, an application for exemption from audit for Spanish Peaks and Bon Carbo Fire Protection District has been prepared by Century Financial Group, an independent accountant with knowledge of governmental accounting; and

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

NOW THEREFORE, be it resolved/ ordained by the Board of Directors of the Spanish Peaks and Bon Carbo Fire Protection District that the application for exemption from audit for Spanish Peaks and Bon Carbo Fire Protection District for the Fiscal Year ended December 31, 2022, has been personally reviewed and is hereby approved by a majority of the Board of Directors of the Spanish Peaks and Bon Carbo Fire Protection District; that those members of the Spanish Peaks and Bon Carbo Fire Protection District have signified their approval by signing below; and that this resolution shall be attached to, and shall become part of, the application for exemption from audit of the Spanish Peaks and Bon Carbo Fire Protection District for the Fiscal Year ended December 31, 2022.

ADOPTED THIS 10th day of March, A.D. 2023.

David G Groubert, President

_____, Secretary

Members of Governing Body	Date Term Expires	Signature
David Groubert	May 2023	David G Groubert
Donnie Nuanes	May 2025	
Tamara Tamburelli	May 2023	
Stacey Byrd	May 2025	
Timothy Paulson	May 2025	

OSA USE ONLY

Entity Wide:			General Fund			Governmental Funds			Notes
Unrestricted Cash & Investments	$	536,435	Unrestricted Fund Balan	$	537,341	Total Tax Revenue	$	224,819	
Current Liabilities	$	4,895	Total Fund Balance	$	537,341	Revenue Paying Debt Service	$	-	
Deferred Inflow	$	-	PY Fund Balance	$	634,713	Total Revenue	$	280,699	
			Total Revenue	$	280,699	Total Debt Service Principal	$	-	
			Total Expenditures	$	377,981	Total Debt Service Interest	$	-	
Governmental			Interfund In	$	-				
Total Cash & Investments	$	536,435	Interfund Out	$	-	**Enterprise Funds**			
Transfers In	$	-	**Proprietary**			Net Position	$	-	
Transfers Out	$	-	Current Assets	$	-	PY Net Position	$	-	
Property Tax	$	224,819	Deferred Outflow	$	-	**Government-Wide**			
Debt Service Principal	$	-	Current Liabilities	$	-	Total Outstanding Debt	$	-	
Total Expenditures	$	377,981	Deferred Inflow	$	-	Authorized but Unissued	$	-	
Total Developer Advances	$	-	Cash & Investments	$	-	Year Authorized		1/0/1900	
Total Developer Repayments	$	-	Principal Expense	$	-				

RESOLUTION NO. 2018-01
SPANISH PEAKS BON CARBO FIRE PROTECTION DISTRICT

At the regularly scheduled meeting on July 13th, 2018, the Board of Directors of the Spanish Peaks and Bon Carbo Fire Protection District voted to accept the terms of the Tamrock Repeater Tower Easement Agreement with Brent and Tamara Tamburelli on the basis as written. It was voted that David Groubert, Vice President of the District shall sign as the District authorized agent with Janice Salapich, Secretary Treasurer to attest.

The foregoing resolution was unanimously adopted on the 13th day of July, 2018

David Groubert

David Groubert, Vice President, Board of Directors

Attestation:

Janice Salapich

Janice Salapich, Secretary Treasurer, Board of Directors

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Book 1146 Page(s) 315-320
8/9/2018 1:03 PM RESOL OTHER
Doc Fees $0.00 $38.00
Patricia M. Vigil, COUNTY RECORDER
Filed for Record in LAS ANIMAS, CO

REPEATER TOWER EASEMENT AGREEMENT

This agreement is made and entered into this 17th day of July, 2018 by and between Brent and Tamara Tamburelli, owners of the servient estate, hereinafter sometimes referred to as "Owners," and the Spanish Peaks/ Bon Carbo Fire Protection District, a Colorado title 32 special district, the dominant tenant, hereinafter sometimes referred to as "District."

RECITALS

(A) Owners represent that they own a tract of land 12 miles NW of the City of Trinidad, CO, Las Animas County. Lat(NAD83): 37-13-38.1 N Long(NAD83): 104-37-32.0 W, which wholly contains the tower site easement described herein below and that they have legal right of ingress and egress to and from said tract, the non-exclusive right to which can be conveyed herein for the purposes set forth in this agreement without violation of any deed, land use planning or other conveyancing or legal restrictions.

(B) An existing repeater tower is located within and upon said tract which is owned by Tamburelli Construction LLC. District desires to place a radio repeater, batteries and a solar charging system on the existing repeater tower. Owners have agreed to allow said radio repeater batteries and solar charging system to be placed on the tower by the District subject to the provisions of this agreement. Owners will supply a building to house the equipment. The District is responsible for any repairs to the building during the term of this lease. The District will supply a cabinet that the repeater and batteries will be housed in.

NOW THEREFORE, in consideration of the premises the parties hereto agree as follows:

1. Owners hereby grant and convey to District and easement, referred to herein as the "repeater space" within a 30 foot radius of the following point: 12 miles NW of the City of Trinidad, CO, Las Animas County. Lat(NAD83): 37-13-38.1 N Long(NAD83): 104-37-32.0 W Together with a non-exclusive right of ingress and egress to and from the tower site, over and upon Owners' land and existing road, for the limited purpose of installing, maintaining, repairing, or improving a new repeater. District's right of access shall be limited to District's activities upon said easement and tower site and District's right shall not be assignable or transferable. The District shall be responsible for its repeater at District's sole expense and for insuring, at the District's sole expense, any repeater placed on the premises. Owner, or other parties using the road per any agreement with the Owner, at their expense shall be responsible for the maintenance, repair and improvement of the access road. Owner, and any other parties Owner may contract with, shall be responsible for testing and required maintenance of the repeater tower in such a manner as to allow proper use of the tower at all times.

2. A. Said grant shall be for 5 years from the date of this easement grant subject to the District's legal right to terminate this agreement in any given year to comply with public finance laws. The District shall have the sole responsibility for installation, maintenance, repair and replacement of its repeater at its sole expense during that time.. The District agrees to pay a

monthly fee of $200 during the initial 5-year term and shall have the option to renew for additional 5-year terms. The District shall give Owner 60 days written notice, calculated from the date of mailing or hand delivery, of its intent to renew the lease for additional 5-year terms as provided above after the initial 5-year term , or to cancel this lease in any given year; provided that rent payable shall be through the end of the current year if this agreement is terminated by the District to comply with public finance laws regardless of when notice is given.

B. In the event the access road or the tower are damaged or destroyed such that the District is unable to use its repeater as usual in the normal course of performing its duties for a period of two (2) weeks or more, the rent payable hereunder shall be abated on a daily basis commencing on the first day after said two week period until the District's ability to use the repeater as aforesaid has been restored. Rent shall not abate at any time that the District's repeater is not functional unless Owner's negligent or intentional acts or omissions directly caused the repeater to be non-functional.

C. Said non-exclusive use of the tower site and access easement shall not be extended beyond those uses set forth in paragraph (1) above and shall be consistent with the District's Service Plan and state law. The District shall use ordinary and reasonable care while using said access and repeater site and District shall be responsible for insuring any and all improvements placed upon or within the tower site pursuant to this agreement.

3. Owners reserve the non-exclusive right of access to the tower site upon the existing road as well as the non-exclusive use of the tower site subject to District's rights granted herein and the need to restrict access for security. Owners may assign or transfer any portion of such non-exclusive rights to third parties as long as the rights granted to District herein, and District's operations, are not compromised or interfered with. District shall use the existing road at all times, including during construction, and shall not construct any new access roadway.
4. District shall use reasonable diligence to complete projects and reasonable care during any installation, maintenance, repair or improvement activities and shall reasonably restore any material damage or deterioration in this site from such activities. District shall also comply with all local, state and federal laws and regulations with respect to its activities on said access road and tower site and shall be responsible for all fines, claims, damages, loss of property or injury to persons by reason of failure to comply.
5. Owner shall not be liable for any personal injury to District or to its officers, agents, or employees, or to any other occupant of any part of the owner's property, for any damage to any Property of the District or of any other occupant of any part of the Owner's Property, irrespective of how much injury or damage may be caused, whether from action of the elements or occupants of adjacent properties, including properties now owned by the Owners.
6. To the extent permissible under Colorado governmental immunity laws District agrees to indemnify, defend and save harmless Owner, and any person or persons in privity of estate or contract with the Owner ,with respect to the Owners' property, from and against any and all claims and demands of third persons (including but not limited to those for death, for personal

injuries, or for loss of or damage to property, occurring in or arising, directly or indirectly), in connection with the use and occupancy of the Owner's Property or the business conducted within and upon the Owner's Property, and from and against all costs, expenses and liability occurring in or in connection with any such claim or proceeding brought thereon, indemnification to include reasonable attorney fees and consultant's fees and expenses.

7. At all times during the lease term or any extension thereof, District will provide and keep in force liability insurance covering Owner and District of liability for property damage and personal injury. The insurance is to be carried by one or more insurance companies selected by District and approved by Owner and will be paid for by District. The insurance provided under this section must be in the amount not less than $2,000,000.00. This insurance will protect Owners and District against liability to any employees or servants of District or to any other person or persons whose property damage or personal injury arises out of or in connection with the occupation, use, or condition of the premises.
8. Owners reserve the exclusive right to the property as to easements for installation of (utilities, gas, electricity, water, oil) and new roads.
9. The parties hereto agree to do nothing to interfere with the other's use and enjoyment of the premises consistent with this agreement.
10. This easement shall not be terminated by Owners for any breach by District hereunder unless it can be proven by clear and convincing evidence that District's conduct has been in wanton and willful disregard of Owner's rights or that District has abandoned the site and use of the repeater tower and related equipment for a period of at least 5 consecutive years. This easement grant shall terminate immediately upon completion of the dissolution of the Spanish Peaks/ Bon Carbo Fire Protection District with no other governmental entity or political subdivision assuming responsibility for fire protection or emergency services in the area.
11. District, at its sole expense, may install a gate and lock for security purposes or construct any other improvements to secure the site to the District's satisfaction, at District's sole expense as long as Owners are provided a key or other means of access convenient and acceptable to Owners. Owners shall be entitled to approve the nature and extent of such security improvements, but shall not withhold approval to the detriment of District's need to secure the site. Site will remain locked and only 1 key will be given to the communications company the District chooses to complete the installation and service on the repeater. If for any reason the District changes communications companies, Owners will be notified within 24 hours and the locks and keys will be changed.
12. The prevailing party in any conflict arising out of this easement grant or the covenants herein contained, or arising out of any performance of any equitable, regulatory or other principles, shall be entitled to reasonable attorney's and consultant's fees regardless of the means of conflict resolution.
13. District herby represents that this agreement has been approved by a motion or resolution of the board of directors prior to execution and that the authorized agent signing on behalf of the District below has been duly authorized to execute this agreement and easement grant on behalf of the District.

STATE OF COLORADO)
)ss
COUNTY OF LAS ANIMAS)

The foregoing instrument was acknowledged before me on this 17th day of July, 2018, by Tamara L Tamburelli.

Witness my hand and official seal: _____

My commission expires: 10-12-20 Notary Public

STEPHANIE BROWN
Notary Public
State of Colorado
Notary ID # 20164038161
My Commission Expires 10-12-2020

STATE OF COLORADO)
)ss
COUNTY OF LAS ANIMAS)

The foregoing instrument was acknowledged before me on this 17th day of July, 2018, by Dave Groubert as Vice President of the Spanish Peaks/ Bon Carbo Fire Protection District, a Colorado title 32 special district.

Witness my hand and official seal: _____

My commission expires: 10-12-20 Notary Public

STEPHANIE BROWN
Notary Public
State of Colorado
Notary ID # 20164038161
My Commission Expires 10-12-2020

14. This easement grant constitutes the final and complete agreement between the parties hereto and is intended to be binding upon the respective parties' heirs, successors and assigns. All verbal agreements and previous discussions are merged in this Agreement which shall not be modified except in writing and signed by the respective parties.
15. Either party may record this lease or a memorandum sufficient to comply with the law regarding notice of this lease to third parties. Subject to the provision herein allowing other governmental agencies working with the District or providing other emergency services to use and access the District's repeater, the District may not assign its interest in this Agreement without the prior written consent of the Owner who shall be entitled to determine whether the Assignee would be a proper and suitable party to this Agreement and capable of performing all of the District's responsibilities herein.

OWNERS:

Brent A. Tamburelli 7-17-18 Tamara L. Tamburelli 7-17-18

Brent A. Tamburelli Date Tamara L. Tamburelli
Date

Spanish Peaks/ Bon Carbo Fire Protection District:

David G. Groubert 7/17/18

By: President or other authorized agent of the district Date

Attestation:

Janice Salapich 7-17-18

Secretary of the District Date

STATE OF COLORADO)
)ss
COUNTY OF LAS ANIMAS)

The foregoing instrument was acknowledged before me on this 17th day of July 2018, by Brent A Tamburelli.

Witness my hand and official seal:

My commission expires: 10-12-20 Notary Public

STEPHANIE BROWN
Notary Public
State of Colorado
Notary ID # 20164038161
My Commission Expires 10-12-2020