

WINDLER METROPOLITAN DISTRICT NO. 1

2021 ANNUAL REPORT

**WINDLER METROPOLITAN DISTRICT NO. 1
TO
THE CITY OF AURORA**

Pursuant to the Amended and Restated Service Plan for Windler Metropolitan District No. 1*, formerly known as WH Metropolitan District No. 1, (the “**District**”), the District is required to provide an annual report to the City of Aurora (the “**City**”) with regard to the following matters.

*Note on June 24, 2022 the Adams County District Court granted an Order changing the name of WH Metropolitan District No. 1 to Windler Metropolitan District No. 1.

For the year ending December 31, 2021, the District makes the following report:

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

The recorded Orders for Inclusion and Order for Exclusion are attached hereto as **Exhibit A**.

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

The Amended and Restated Intergovernmental Agreement Between the City of Aurora and the District, dated September 25, 2021, is attached hereto as **Exhibit B**. The Windler Public Improvement Authority Establishment Agreement by and among Windler Homestead Metropolitan District and the District, dated April 29, 2021, is attached hereto as **Exhibit C**.

3. Copies of the District’s rules and regulations, if any, as of December 31 of the prior year:

As of December 31, 2021, the District had not adopted rules and regulations.

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

To our actual knowledge, based on review of the court records in Adams County, Colorado and the Public Access to Court Electronic Records (PACER), there is no litigation involving the District’ Public Improvements as of December 31, 2021.

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

As of December 31, 2021, the District had not constructed any Public Improvements.

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

As of December 31, 2021, the District had not dedicated any Public Improvements to the City.

- 7. The assessed valuation of the District for the current year:**

The District received a certification of valuation from the Adams County Assessor that reported a taxable assessed valuation of \$1,010 for the report year.

- 8. Current year budget including a description of the Public Improvements to be constructed in such year:**

The 2022 budget is attached hereto as **Exhibit D**. The District does not plan to construct any Public Improvements in 2022.

- 9. Audit of the District's financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemptions, if applicable:**

The 2021 Application for Exemption from Audit is attached hereto as **Exhibit E**.

- 10. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument:**

There are no uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.

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

None.

EXHIBIT A
ORDERS FOR INCLUSION AND EXCLUSION

CERTIFIED RECORD:
DO NOT REMOVE STAPLE
*REMOVAL VOIDS CERTIFICATION

COMBINED COURT
Adams County, Colorado
DATE 8/24/21
Certified to be a full, true and
correct copy of the original in my
custody
By *See*
Deputy Clerk

DISTRICT COURT, ADAMS COUNTY, COLORADO		DATE FILED: August 20, 2021 11:00 AM
Court Address: Adams County Justice Center 1100 Judicial Center Dr Brighton, CO 80601 Telephone: (303) 659-1161		
Petitioner: WINDLER HOMESTEAD METROPOLITAN DISTRICT		
By the Court:		▲ COURT USE ONLY ▲ Case Number: 2004CV3172 Division: C Courtroom:
ORDER FOR INCLUSION (Parcels located in Sections 13, 18 & 24)		

THIS MATTER comes before the Court pursuant to § 32-1-401(1), C.R.S., on Motion for an Order for Inclusion of property into the boundaries of the Windler Homestead Metropolitan District, City of Aurora, Adams County, Colorado (the "District"). This Court, being fully advised in the premises, and there being no objection filed by any person, hereby ORDERS:

1. That the real property set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property"), shall be and is hereby included within the boundaries of the District.

2. That in accordance with § 32-1-402(1)(b), C.R.S., after the date of this Order, the Property shall be subject to all of the taxes and charges imposed by the District and shall be liable for its proportionate share of existing bonded indebtedness of the District, except as owners may be exempt by law.

3. In accordance with § 32-1-402(1)(c), C.R.S., the Property shall be liable for its proportionate share of annual operation and maintenance charges and the cost of facilities of the District and taxes, rates, fees, tolls or charges shall be certified and levied or assessed therefor.

4. In accordance with § 32-1-402(1)(f), C.R.S., the District's facility and service standards which are applied within the included area shall be compatible with the facility and service standards of adjacent municipalities.

5. The District shall file this order in accordance with the provisions of § 32-1-105,
C.R.S.

DONE AND EFFECTIVE THIS 20th DAY OF August, 2021.

BY THE COURT:

A handwritten signature in cursive script, appearing to read "David A. ...", is written over a horizontal line.

District Court Judge

EXHIBIT A
(Legal Description of Inclusion Property)

EXHIBIT A

NW 1/4, SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST 6th P.M.
-----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO-----

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE ASSUMED AND ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N89°19'42"E BETWEEN THE NORTHWEST CORNER OF SAID SECTION 18 AND THE NORTH QUARTER CORNER OF SAID SECTION 18. BASED ON THE CITY OF AURORA HORIZONTAL CONTROL NETWORK, COLORADO STATE PLANE CENTRAL ZONE 1983/1992 HARN THIS DESCRIPTION UTILIZED RECORDED DOCUMENTS FROM THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND SHOULD NOT BE RELIED UPON AS SUCH

COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 18;
THENCE S53°37'11"W A DISTANCE OF 3229.54 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 18, SAID POINT BEING THE **POINT OF BEGINNING**;
THENCE N89°46'02"E A DISTANCE OF 75.00 FEET;
THENCE S00°13'58"E A DISTANCE OF 100.00 FEET;
THENCE S89°46'02"W A DISTANCE OF 75.00 FEET TO A POINT ON SAID WEST LINE OF THE NORTHWEST QUARTER OF SECTION 18;
THENCE N00°13'58"W ALONG SAID WEST LINE A DISTANCE OF 100.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 7,500 SQUARE FEET (0.172 ACRES), MORE OR LESS.



KENNETH G. JOCKEL P.E., L.S. 24673
DATE: AUGUST 10, 2021
JOB NO. 65420899
FOR AND ON BEHALF OF MERRICK & COMPANY



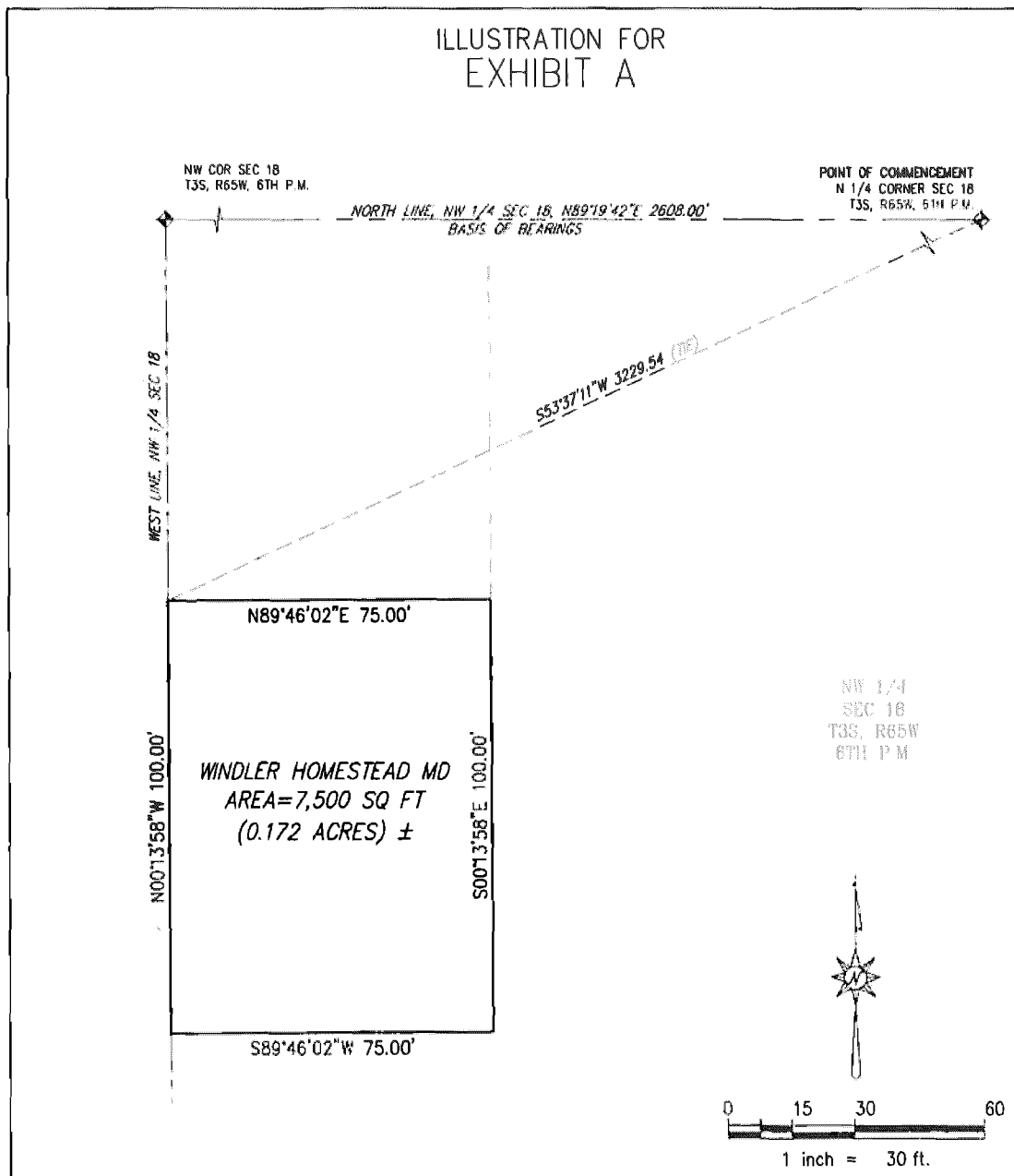
MERRICK

1570 Greenwood Plaza Blvd, Greenwood Village, CO 80111
Telephone: 303-751-0741

WINDLER HOMESTEAD MD

DATE: 8/10/21

SHEET: 1 OF 2



This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

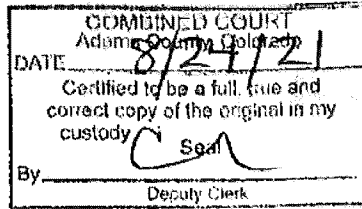
 **MERRICK®**
 5970 Greenwood Plaza Blvd, Greenwood Village, CO 80111
 Telephone: 303-751-0741

WINDLER HOMESTEAD MD

DATE: 8/10/21

SHEET: 2 OF 2

CERTIFIED RECORDS
DO NOT REMOVE STAPLE
REMOVAL VOIDS CERTIFICATION



DISTRICT COURT, ADAMS COUNTY, COLORADO		DATE FILED: August 20, 2021 10:59 AM
Court Address: Adams County Justice Center 1100 Judicial Center Dr Brighton, CO 80601		
Telephone: (303) 659-1161		
Petitioner: WINDLER HOMESTEAD METROPOLITAN DISTRICT		▲ COURT USE ONLY ▲
By the Court:		Case Number: 2004CV3172 Division: C Courtroom:
ORDER FOR EXCLUSION (Original Boundaries)		

THIS MATTER comes before the Court pursuant to § 32-1-501(1), C.R.S., on Motion for an Order for Exclusion of property from the boundaries of the Windler Homestead Metropolitan District, City of Aurora, Adams County, Colorado (the "District"). This Court, being fully advised in the premises, and there being no objection filed by any person, hereby ORDERS:

1. That the real property set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property"), shall be and is hereby excluded from the boundaries of the District.

2. Pursuant to § 32-1-503(1), C.R.S., the Property shall remain obligated for its proportionate share of the principal and interest on the outstanding bonded indebtedness of the District existing immediately prior to the effective date of this Order. As of the date of this Order, there is no outstanding bonded indebtedness of the District for which the Property will be liable.

3. In accordance with § 32-1-503(1), C.R.S., the Property shall not become obligated for any property tax levied by the District for operating costs of the District nor for any bonded indebtedness issued after the date of this Order.

4. The District shall file this order in accordance with the provisions of § 32-1-105, C.R.S.

DONE AND EFFECTIVE THIS 20th day of August 2021.

BY THE COURT:



District Court Judge

EXHIBIT A
(Legal Description of Exclusion Property)



**Legal Description for Windler Homestead Metropolitan District
Initial Boundary**

A parcel of land being a portion of the West Half of Section 18, Township 3 South, Range 65 West of the 6th Principal Meridian, Adams County, Colorado, being more particularly described as follows:

Bearings for this description is based upon the easterly line of the Southeast Quarter of said Section 18, Township 3 South, Range 65 West of the 6th Principal Meridian. Said line bears S00°01'51"E a distance of 2655.75 feet.

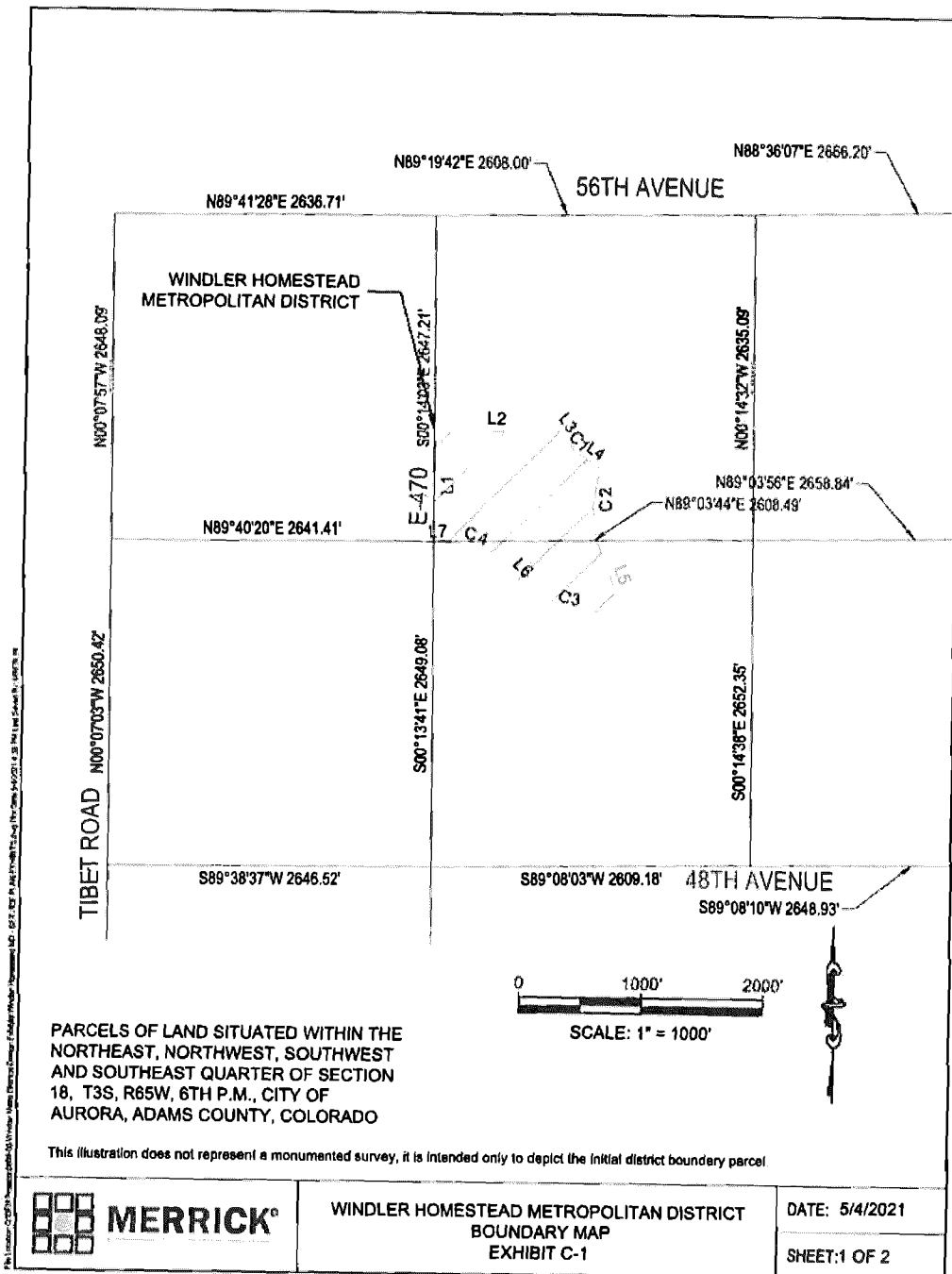
BEGINNING at the West Quarter Corner of said Section 18;
THENCE N00°14'03"W along the westerly line of the Northwest Quarter of said Section 18 a distance of 903.13 feet;
THENCE N89°45'57"E a distance of 1026.61 feet;
THENCE S35°02'15"E non-tangent with the following described curve a distance of 68.20 feet;
THENCE along the arc of a curve to the left, having a central angle of 17°50'50", a radius of 515.47 feet, a chord bearing of S40°45'27"E a distance of 159.92 feet, and an arc distance of 160.56 feet;
THENCE S55°57'50"E non-tangent with the last and following described curves a distance of 231.08 feet;
THENCE along the arc of a curve to the left, having a central angle of 41°28'17", a radius of 955.00 feet, a chord bearing of S00°36'25"E a distance of 676.25 feet, and an arc distance of 691.24 feet;
THENCE S21°20'33"E tangent with the last described curve, and non-tangent with the following described curve a distance of 470.13 feet;
THENCE along the arc of a curve to the right, having a central angle of 64°34'44", a radius of 745.00 feet, a chord bearing of N79°03'11"W a distance of 795.95 feet, and an arc distance of 839.70 feet;
THENCE N46°45'49"W tangent with the last and following described curves a distance of 233.74 feet;
THENCE along the arc of a curve to the left, having a central angle of 43°33'52", a radius of 745.00 feet, a chord bearing N68°32'45"W a distance of 552.91 feet, and an arc distance of 566.45 feet;
THENCE S89°40'19"W tangent with the last described curve a distance of 69.87 feet to the **POINT OF BEGINNING**.

Containing 36.250 Acres, more or less.



Todd J. Anderson
Date: May 11, 2021
Job No.: 65420899
For and on Behalf of
Merrick & Company





LINE TABLE		
LINE #	BEARING	LENGTH
L1	N0° 14' 03"W	903.13'
L2	N89° 45' 57"E	1026.61'
L3	S35° 02' 15"E	68.20'
L4	S55° 57' 50"E	231.08'
L5	S21° 20' 33"E	470.13'
L6	N46° 45' 49"W	233.74'
L7	S89° 40' 19"W	69.87'

CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	LENGTH
C1	17° 50' 50"	515.47'	S40° 45' 27"E	159.92'	160.56'
C2	41° 28' 17"	955.00'	S0° 36' 25"E	676.25'	691.24'
C3	64° 34' 44"	745.00'	S79° 03' 11"E	795.95'	839.70'
C4	43° 33' 52"	745.00'	N68° 32' 45"W	552.91'	566.45'

PARCELS OF LAND SITUATED WITHIN THE
 NORTHEAST, NORTHWEST, SOUTHWEST
 AND SOUTHEAST QUARTER OF SECTION
 18, T3S, R65W, 6TH P.M., CITY OF
 AURORA, ADAMS COUNTY, COLORADO



MERRICK

WINDLER HOMESTEAD METROPOLITAN DISTRICT
 BOUNDARY MAP
 EXHIBIT C-1

DATE: 5/4/2021

SHEET: 2 OF 2

EXHIBIT B
AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF AURORA, COLORADO AND WH METROPOLITAN DISTRICT NO. 1

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN

**THE CITY OF AURORA, COLORADO
AND
WH METROPOLITAN DISTRICT NO. 1**

THIS AGREEMENT is made and entered into as of this 25 day of September, 2021, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado ("City"), and WH METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"). The City and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District's Service Plan approved by the City on June 14, 2021 ("Service Plan"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the City and the District, as required by the Aurora City Code; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement ("Agreement").

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The Districts shall dedicate the Public Improvements (as defined in the Service Plan) to the City or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto.

Any Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District City residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District

shall be entitled to impose an administrative fee as necessary to cover additional expenses associated with Non-District City residents to ensure that such costs are not the responsibility of District residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fee for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the Districts shall be open to the general public and Non-District City residents, subject to the rules and regulations of the Districts as adopted from time to time. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

2. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction. The District shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction and of those special districts that qualify as "interested parties" under Section 32-1-204(1), C.R.S., as applicable. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the

Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The District shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the District.

9. Initial Debt. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Service Plan), the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

10. Total Debt Issuance. The District shall not issue Debt in excess of Nine Hundred and Fifty Million Dollars (\$950,000,000).

11. Fee Limitation. The District may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the District.

12. Debt Issuance Limitation. The District shall not be authorized to incur any indebtedness until such time as the District has approved and executed the IGA and approved the imposition of the Aurora Regional Improvement Mill Levy (as defined in the Service Plan) upon all taxable property located within the boundaries of the District.

13. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

14. Consolidation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City.

15. Bankruptcy. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

16. Dissolution. Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

17. Disclosure to Purchasers. The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District’s authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

18. Service Plan Amendment Requirement. Actions of the District which violate the limitations set forth in V.A.1-14 or VII.B-G of the Service Plan shall be deemed to be material modifications to the Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

19. Annual Report. The District shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager’s Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued, pursuant to the City Code and containing the information set forth in Section VIII of the Service Plan.

20. Regional Improvements. The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a

contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C of the Service Plan.

The District shall impose the ARI Mill Levy and shall convey it as follows:

(a) If the District has executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the Board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

(b) If the City and the District have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the District in accordance with such agreement; or

(c) If neither Section VI.A nor VI.B of the Service Plan is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under Section VI of the Service Plan and shall not expend such revenue until an intergovernmental agreement is executed between the District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B of the Service Plan above have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI. B of the Service Plan. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Section VI.A, B or C of the Service Plan, unless the City has agreed otherwise in writing; provided,

however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The District shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in Section VI of the Service Plan at such time as the area within the District's boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

21. Maximum Debt Mill Levy. The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

(a) For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 of the Service Plan; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(b) For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

(c) For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 of the Service Plan, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

22. Maximum Debt Mill Levy Imposition Term. The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI of the Service Plan. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

23. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District: WH Metropolitan District No. 1
c/o White Bear Ankele Tanaka & Waldron
2154 East Commons Avenue, Suite 2000

Centennial, CO 80122
Attn: Clint Waldron
Phone: (303) 858-1800
Fax: (303) 858-1801

To the City: City of Aurora
15151 E. Alameda Pkwy., 5th Floor
Aurora, CO 80012
Attn: Daniel Brotzman, City Attorney
Phone: (303) 739-7030
Fax: (303) 739-7042

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

24. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

25. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent

of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

26. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

27. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

28. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

29. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

30. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

31. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

32. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

33. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.


34. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

[SIGNATURE PAGE TO INTERGOVERNMENTAL AGREEMENT]

WH METROPOLITAN DISTRICT NO. 1

By: 
President

Attest:


Secretary

CITY OF AURORA, COLORADO

By: 
Mike Coffman, Mayor

Attest:

By: 
Its: City Clerk

APPROVED AS TO FORM: 

Brian J. Rulla, Assistant City Attorney

EXHIBIT C
WINDLER PUBLIC IMPROVEMENT AUTHORITY ESTABLISHMENT
AGREEMENT BY AND AMONG WINDLER HOMESTEAD METROPOLITAN
DISTRICT AND WH METROPOLITAN DISTRICT NO. 1

**WINDLER
PUBLIC IMPROVEMENT AUTHORITY
ESTABLISHMENT AGREEMENT**

by and among

**WINDLER HOMESTEAD METROPOLITAN DISTRICT
AND WH METROPOLITAN DISTRICT NO. 1**

Dated as of April 29, 2021

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**WINDLER PUBLIC IMPROVEMENT AUTHORITY
ESTABLISHMENT AGREEMENT**

THIS WINDLER PUBLIC IMPROVEMENT AUTHORITY ESTABLISHMENT AGREEMENT (this “**Agreement**”), is entered into as of the 29th day of April, 2021, by and between WINDLER HOMESTEAD METROPOLITAN DISTRICT (formerly known as WH Metropolitan District No. 2), a quasi-municipal corporation and political subdivision of the State of Colorado (“**Windler Homestead**”) and WH METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (“**WH**”) (each a “**District**” and, collectively, the “**Districts**”).

W I T N E S S E T H:

WHEREAS, the Districts are quasi-municipal corporations and political subdivisions of the State of Colorado, organized for the purpose, among others, of assisting in the financing and construction of public improvements within certain areas located within the City of Aurora, Colorado (the “**City**”); and

WHEREAS, in accordance with the Service Plan for Windler Homestead, as approved by the City on August 30, 2004, and the Service Plan for WH, as approved by the City on August 30, 2004, as either may be amended from time to time (collectively, the “**Service Plan**”) and pursuant to Sections 32-1-101, et seq., C.R.S., (the “**Special District Act**”), the Districts are each authorized to provide public improvements and services; and

WHEREAS, as permitted by the Service Plan and applicable Colorado law, the Districts desire to coordinate with one another for the ongoing financing, planning, designing, acquiring, constructing, installing, relocating and redeveloping of public improvements and facilities, including, but not limited to certain street, traffic and safety controls, water, sanitation, stormwater, and parks and recreation, as further set forth in the Service Plan and in this Agreement (collectively, and as may be further supplemented or provided in accordance with this Agreement and applicable law, the “**Services**”); and

WHEREAS, the Districts, being located in the same general area, desire to develop a collaborative working relationship to more efficiently and effectively carry out their individual responsibilities under the Special District Act as it relates to the Services; and

WHEREAS, the Constitution of Colorado, Article XIV, Section 18(2)(a), provides that the Constitution shall not be construed to prohibit the state or any of its political subdivisions in cooperating and contracting with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units, including the sharing of costs or the incurring of debt; and

WHEREAS, the Constitution of Colorado, Article XIV, Section 18(2)(b), provides that the Constitution shall not be construed to prohibit the authorization by statute of a separate governmental entity as an instrument to be used through voluntary participation by cooperating or contracting political subdivision; and

WHEREAS, Sections 29-1-201, *et seq.*, C.R.S., permit and encourage governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governments and provides that such statute shall be liberally construed; and

WHEREAS, Section 29-1-203, C.R.S., authorizes governments to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units, including the sharing of costs or the incurring of debt, through the authorized establishment of a separate entity; and

WHEREAS, the Districts have a compelling mutual interest in jointly providing the Services, in the present and future, to promote the public welfare; and

WHEREAS, the design, construction, scheduling and total costs of the Services may be substantially different if provided without considering the overall development needs and coordinated construction; the financing, completion and availability of the Services in a coordinated manner will recognize the administrative efficiencies and the financial and time saving benefits of a collaborative approach and better promote the health, safety, prosperity, security and general welfare of the property owners and residents within the Districts as well as the public in general; and

WHEREAS, the Districts desire to enter into this Agreement to authorize and establish an authority as a separate legal entity, political subdivision and public corporation of the State in conformity with and subject to Section 29-1-203.5, C.R.S., to provide the Services and to incur financial obligations on behalf of the Districts and for any related functions, services, or facilities permitted by the Constitution and laws of the State of Colorado and in accordance with the provisions of this Agreement; and

WHEREAS, Section 29-1-203.5, C.R.S., provides that any separate legal entity established thereunder shall be a political subdivision and public corporation of the State of Colorado with the duties and immunities set forth in Part 1 of Article 10, Title 24, C.R.S., as amended; and

WHEREAS, at elections of the qualified electors of the Districts, duly called and held, in accordance with law and pursuant to due notice, a majority of those qualified to vote and voting at such election, authorized the Districts to enter into this Agreement. To the extent this Agreement is deemed to constitute debt or a multi-fiscal year financial obligation of one or more of the Districts, the same has received voter approval in such election; and

WHEREAS, at a mutually agreed-upon date in the future, the Districts may seek to consolidate into one special district in accordance with the provisions of Sections 32-1-601, *et seq.*, C.R.S., as amended, and the Service Plan (as may be finalized, a “**Consolidation**”), and, unless and until such Consolidation occurs, the authority established hereby will be authorized to provide the Services on the Districts’ behalf as set forth herein; and

WHEREAS, unless and until such time as a public improvement is conveyed to the City, a metropolitan district or other appropriate entity, the authority established hereby shall have the power to own, operate and maintain such public improvement; and

WHEREAS, it is in the best interest of the Districts and for the public health, safety, convenience, and welfare of the residents of the Districts and of the general public that the Districts enter into this Agreement for the purpose of establishing an authority to provide the Services and incur financial obligation on behalf of the Districts as may be identified and agreed upon by the Districts, or Members (as defined below), from time to time; and

NOW, THEREFORE, in consideration of the mutual covenants, obligations, and conditions expressed in this Agreement, it is agreed by and between the Districts, as follows:

ARTICLE I CREATION OF THE AUTHORITY

Section 1.01. Creation. Pursuant to Section 29-1-203, C.R.S., and in conformity with Section 29-1-203.5, C.R.S., and the Service Plan, as the same may be amended from time to time, upon the mutual execution of this Agreement by the Districts, there is hereby established by this Agreement a separate political subdivision of the State of Colorado to be known as the Windler Public Improvement Authority (the “**Authority**”). The Authority shall be separate and distinct from the Districts and Members (as defined below).

Section 1.02. Purpose. The Authority is organized for the purposes of incurring financial obligations on behalf of the Districts and providing any Services permitted by the Service Plan, Constitution and laws of the State of Colorado and in accordance with the provisions of this Agreement.

Section 1.03. Boundaries. The initial area comprising the boundaries of the Authority shall consist of, and be conterminous with, the combined territory of the Members, as of the date hereof, and in the future the boundaries of the Authority shall continue to be coterminous with the boundaries of the Members, as such Members process inclusions and exclusions, pursuant to the Special District Act.

Section 1.04. Immunity. The Authority shall be a political subdivision of the State of Colorado and therefore a “public entity” as defined by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as amended (the “**CGIA**”).

ARTICLE II
MEMBERSHIP/ORGANIZATIONAL STRUCTURE

Section 2.01. Members Defined. A “**Member**” shall be any special district, business improvement district or other political subdivision of the State of Colorado that is (a) lawfully authorized to provide the Services, and (b) approved for membership in the Authority under the terms of this Agreement as it may be amended from time to time.

Section 2.02. Initial Members. The initial Members of the Authority shall be the Districts.

Section 2.03. Board of Directors. The Authority shall be governed by a Board of Directors (the “**Board**”), in which all of the legislative power of the Authority is vested and which shall exercise and perform all the powers, rights and duties vested in and imposed on the Authority by this Agreement and applicable law. Each Board member (each a “**Director**”) may receive compensation for their services in the maximum amount allowed for the directors of special districts by Section 32-1-902(3), C.R.S., as amended, and reasonable expenses related to the exercise of Board functions may be reimbursed by the Authority from funds that may be available for such purpose.

Section 2.04. Composition of Board. Each Member shall be entitled to appoint one (1) Director to serve on the Board. For so long as Windler Homestead and WH are the sole Members, Windler Homestead shall be entitled to appoint one (1) additional Director to serve on the Board. Such additional Director shall cease to serve on the Board at such time as an additional Member is included into the Authority and appoints a Director to serve on the Board on its behalf. Directors do not have to be an elected/appointed director of any Member. A quorum of the Board shall consist of a majority of the Directors then appointed (a “**Quorum**”). The Members shall appoint their respective Directors and establish their terms of office by motion or resolution, which term may not exceed four (4) years, documented in writing, a copy of which shall be provided to the Authority. There shall be no limit on the number of terms a Director may serve. Each Director shall take an oath or affirmation in accordance with Section 24-12-101(1), C.R.S., as amended. The oath or affirmation of each Director shall be administered consistent with the provisions of Section 24-12-103, C.R.S., as amended, and a copy shall be provided to the

respective Member and the Authority. Each Director shall serve at the will and pleasure of the Member that appoints such Director. A Director may be removed by the appointing Member, with or without cause, upon written notification of the removal to the respective Director and the Authority.

Section 2.05. Vacancies. A vacancy may arise on the Board through resignation, death, removal by the Member for which such Director is appointed to represent, disability of any such Director, or loss of eligibility to serve on the Board pursuant to applicable law or this Agreement. Vacancies on the Board shall be filled by the Member as to which the vacancy occurs, as set forth above.

Section 2.06. Addition of New Members. Additional Members may be included into the Authority upon a majority vote of the Directors at a meeting at which a Quorum is present and upon the execution of a written amendment to this Agreement approved in writing by all the Members. The Board may establish criteria for the addition of a new Member, including fees for joining the Authority and Board composition. Prior to and as a condition to inclusion into the Authority, each additional Member must enter into one (1) or more pledge agreements related to the Debt Pledged Revenue (as defined below) with the Authority, in a form that is acceptable to the Authority and then existing Members, as set forth in Section 4.02 of this Agreement. Upon admission to the Authority, new Members will be entitled to appoint Directors to the Board as set forth in Section 2.04 of this Agreement.

Section 2.07. Voting and Quorum. The Board shall act only upon a majority vote of the Directors at a meeting at which a Quorum is present. Each Director appointed by a Member shall have one vote on behalf of that Member. No official action may be taken by the Board on any matter unless it occurs at a meeting of the Board, held in accordance with Section 2.08 herein, where a Quorum is in attendance either in person, telephonically or electronically. Voting by proxy is prohibited.

Section 2.08. Meetings. The Board may hold regular and special meetings at any location that each of the Members are legally entitled to hold regular and special meetings in conformance with Section 32-1-903, C.R.S., as amended. The Board may hold regular meetings at a time and place fixed by the Board and may conduct special meetings at such times and places

as the Board may determine to be necessary. Notices of all meetings shall be the same as meetings for special districts under the Special District Act.

Section 2.09. Officers. The officers of the Authority shall consist of, at a minimum, a President, Secretary and Treasurer, and may include a Vice President and as many assistant Treasurers and assistant Secretaries as the Board sees fit. All officers shall be appointed from time to time by a vote of the Board. Appointed officers must be Directors, provided the Board may appoint an individual who does not serve as a Director to serve as the Secretary or as an assistant Secretary. The duties of all officers shall include such duties as are required by law and as may be directed by the Board from time to time.

Section 2.10. Bylaws and Regulations. The Board shall have the power to adopt such bylaws and regulations as are necessary or convenient for the conduct of the Authority so long as such bylaws and regulations are not in conflict with the provisions of this Agreement or applicable law.

Section 2.11. Withdrawal. Prior to the issuance of debt by the Authority, a Member may be released from this Agreement upon prior written notice to the other Members. So long as the Authority has debt outstanding, no Member that has pledged its Debt Pledged Revenue to the Authority may be released from this Agreement. So long as the Authority has any debt outstanding, a Member that has not pledged its Debt Pledged Revenue to the Authority may be released from this Agreement upon prior written notice to the other Members. At such time as all debt of the Authority has been repaid, any Member may be released from this Agreement upon prior written notice to the other Members. Any withdrawal by a Member under this Section 2.11 shall be effective thirty (30) days from notice being properly given pursuant to Section 8.01 herein.

Section 2.12. Conflict Disclosures. All Directors shall disclose conflicts of interest as required of directors of special districts under applicable law, including Section 24-18-110, C.R.S., Section 18-8-308, C.R.S., and Rule 1.1 of the Colorado Secretary of State's Rules Concerning Conflicts of Interest, as the same may be amended from time to time.

Section 2.13. No Restriction on Powers of Members. Except as expressly provided herein, nothing in this Agreement shall be deemed or construed to restrict, prohibit or otherwise limit the power of any Member, and no action of the Authority shall be attributable to the Members.

Section 2.14. Dissolution of Member; Consolidation of Members. If a Member desires to dissolve or otherwise cease to exist then either: (a) the plan for dissolution for such Member shall contain adequate provisions acceptable to the Authority, in the Authority's sole reasonable discretion, for the performance of all such Member's obligations to the Authority; or (b) all such obligations to the Authority shall be fully paid and performed prior to the effective date of dissolution. If all Members determine to consolidate with one another pursuant to Sections 32-1-601, *et seq.*, C.R.S., as amended, then the Members shall jointly agree to terminate this Agreement in accordance with the provisions of Article VI of this Agreement. If certain Members determine to consolidate with one another pursuant to Sections 32-1-601, *et seq.*, C.R.S., as amended, then the Members shall amend this Agreement in accordance with Section 8.03, herein.

Section 2.15. Advisory Committees. The Board may establish one (1) or more advisory committees, and the advisory committee members may be any person or persons so designated by vote of the Board. Any committee established by the Board shall serve solely in an advisory capacity to the Board. The members of any advisory committee shall serve at the pleasure of the Board and may be removed by the Board, with or without cause, upon written notification of the removal to the respective member.

ARTICLE III

POWERS OF THE AUTHORITY

Section 3.01. Delegation of Powers, Duties and Responsibilities. Each of the Members delegates to the Authority the limited power, duty and responsibility to provide the Services, to employ the necessary personnel and to do any and all other things necessary, incidental, implied or desirable to provide the Services and it to incur financial obligations on behalf of the Members. Notwithstanding the aforementioned delegations herein, each of the Members reserves and

maintains for itself the power to provide the Services and to incur financial obligations consistent with the Service Plan, so long as such provision of Services by a Member does not duplicate or interfere with the Authority's provision of Services and incurrence of financial obligations pursuant to this Agreement. Members shall not provide Services of any kind without the prior written consent of the Board.

Section 3.02. Plenary Powers. Except as otherwise limited by this Agreement, the Authority, in its own name and as provided in this Agreement, shall exercise all powers lawfully authorized in Sections 29-1-203 and 29-1-203.5, C.R.S., as amended, including all incidental, implied, expressed or such other powers as necessary to execute the purposes of this Agreement. The Authority shall act through its Board, its officers, agents, consultants and employees as authorized by the Board pursuant to any action, motion, resolution, bylaws, and regulations of the Authority. The Authority shall not have the power to represent itself as, or act as agent for, or on behalf of, an individual Member without such Member's express written consent.

Section 3.03. Enumerated Powers. In general, the Authority shall have the power to exercise all powers conferred by law upon a separate legal entity organized pursuant to Sections 29-1-203 and 29-1-203.5, C.R.S., as amended, or essential to the provision of its functions, services, and facilities, and subject to such limitations as are or may be prescribed by law, the Service Plan or in this Agreement. In accordance with Section 29-1-203.5(2)(a), C.R.S., the Authority is expressly authorized to exercise any general power of a special district specified in Part 10 of Article 1 of Title 32, C.R.S., so long as each of the Members may lawfully exercise the power; provided, however, that pursuant to Section 29-1-203.5(2)(b), C.R.S., the Authority may not levy a tax or exercise the power of eminent domain. To the extent permitted by law and subject to the limitations set forth in the Service Plan and this Agreement, the Authority's powers shall include, without limitation, the following:

- (a) to acquire, operate, manage, own, lease (as lessee or lessor), sell, construct, reconstruct, maintain, or repair, or dispose of all or any portion of real and personal property, buildings, works, improvements, or other facilities necessary to carry out the purposes of this Agreement in the name of the Authority;

(b) to make and enter into contracts, including, without limitation, contracts with local governmental entities including, but not limited to, the Members, and other special districts, business improvement districts, authorities, corporations, cities, counties and state or federal agencies;

(c) to accept gifts, grants, and revenue from any lawful source;

(d) to sue and be sued in the Authority's own name;

(e) to hire and terminate agents, employees, consultants and professionals;

(f) to approve and modify master plans to provide for the Services; to dedicate property acquired or held by it for public works, improvements, facilities, utilities, and related purposes; and to agree, in connection with any of its contracts, to any conditions that it deems reasonable and appropriate including, but not limited to, conditions attached to federal financial assistance, and to include in any contract made or let in connection with any project of the Authority provisions to fulfill such conditions as it may deem reasonable and appropriate;

(g) to prepare and approve an annual budget and any necessary amended or supplemental budgets, as set forth in Article 4, herein;

(h) to approve, set, impose, collect, pledge, spend, reserve, and use rates, fees, tolls, charges and penalties for facilities, services, and programs furnished or to be furnished by the Authority;

(i) to adopt, modify, and amend bylaws and regulations pursuant to Section 2.10, above;

(j) to enter into agreements for the purpose of securing any necessary professional, administrative, or support services;

(k) to keep and maintain financial books and records to account for all expenditures of funds, and to obtain an annual independent audit (or annual application for audit exemption) by certified public accountants selected by the Board of such records,

with all of the same to be made available to the Members at any time upon request pursuant to Section 4.04, below;

(l) to accept contributions, grants, or loans from any public or private agency, individual, or the United States or the State of Colorado or any department, instrumentality, or agency thereof, for the purpose of financing its activities;

(m) to adopt financial and investment policies and invest monies remaining in any fund which are available for investment in accordance with the laws of the State of Colorado including Articles 10.5 and 47 of Title 11, C.R.S., as amended, for the investment of public funds or by public entities;

(n) to enter into agreements for real estate, financing, goods or services;

(o) to issue on behalf of the Districts bonds, notes or other financial obligations payable solely from revenue derived from one or more of the functions, services, systems, or facilities of the Authority, from money received under contracts entered into by the Authority, or from other available money of the Authority subject to the provisions of Section 29-1-203.5(3)(a), C.R.S., as amended, and to finance the Services in accordance with Article 4, herein;

(p) to enter into lease-purchase agreements which may be offered either as whole leases or with certificates of participation in accordance with Sections 29-1-101, *et seq.*, C.R.S., as amended;

(q) to take all actions necessary, incidental or appropriate to carry out and implement the provisions of this Agreement;

(r) to have and use a corporate seal;

(s) to control and accept public rights-of-way;

(t) to furnish covenant enforcement and design control services in accordance with Section 32-1-1004(8), C.R.S., as amended; and

(u) to exercise any general power of a special district specified in part 10 of Article 1 of Title 32, C.R.S., as amended, so long as each of the Members may lawfully exercise such power.

Section 3.04. Limitation on Express and Implied Powers. In determining the express and implied powers that the Authority has under this Agreement, the Authority shall not have the following powers:

- (a) taxation;
- (b) imposition of special assessments pursuant to Article 25 of Title 31, and Article 1 of Title 32, C.R.S., as amended;
- (c) zoning or other governmental powers over land use;
- (d) imposition of building, fire code, public health and safety regulations; and
- (e) eminent domain.

Section 3.05. Spending Authority. The Authority is limited in its spending powers to the annual total budget approved by a vote of the Board, as said budget may be amended from time to time.

Section 3.06. No Private Inurement. No part of the assets or net earnings of the Authority shall inure to the benefit of or be distributable to its directors, officers, or other private persons, except that the Authority shall be authorized and empowered to pay reasonable compensation for services actually rendered and to make reimbursement in reasonable amounts for expenses actually incurred in exercising the powers or carrying out the purposes of the Authority.

ARTICLE IV BUDGETS/FUNDING/DEBT

Section 4.01. Annual Budget. On or before August 31st annually, each Member shall provide the Authority with its respective Preliminary Assessed Valuation for the coming year. No

later than September 15th of each year, the Board shall cause a proposed annual budget for the next fiscal year to be prepared and submitted to the Members. On or before November 15th annually, the Authority shall approve its budget for the coming year, and shall provide the Members a copy of the adopted annual budget. Annual budgets adopted by the Board shall conform to the requirements of Sections 29-1-101, *et seq.*, C.R.S., as amended, and the additional requirements set forth in this Agreement. The Board may amend its annual budgets in accordance with Sections 29-1-101, *et seq.*, C.R.S., as amended, and shall provide the Members a copy of any amended annual budget. The Authority shall make available to each of the Members a detailed statement of the final costs and expenses for the prior fiscal year as soon as possible after the close of each fiscal year.

Section 4.02. Funding. The Authority may fund the Services from any lawful source allowed by this Agreement and applicable law. The Authority shall be authorized to provide for the Services from the proceeds of revenue bonds, notes or other financial obligations as provided in Section 29-1-203.5(3), C.R.S., as amended, to be issued by the Authority (the “**Authority Bonds**”), or subject to approval of a Member and a vote of the Board, may delegate and assign those rights and responsibilities to such Member. It is anticipated that the Authority Bonds will be secured by pledged revenues from each of the Members, which will be evidenced through one (1) or more pledge agreements entered into between the Authority and the Members and will include a pledge of each Member to impose a debt service mill levy, subject to the limitations of the Service Plan, and a pledge from each Member to convey revenues from such debt service mill levy and any other legally available revenues agreed upon by the Member as set forth in such pledge agreement(s), to credit to the Authority (the “**Debt Pledged Revenue**”) to secure repayment of the Authority Bonds. Members may make loans or grants to the Authority provided such loans or grants do not result in the loss of any applicable enterprise status of the Authority that may exist under Colo. Const. Art. X. Sec. 20 unless approved by a vote of the Board and loss of enterprise status does not adversely affect any outstanding debt of the Authority as determined by the Authority’s bond counsel.

Section 4.03. Operations Costs. The Members acknowledge that the Authority does not have financial resources to pay for its ongoing operations and administrative costs, such as legal, engineering, architectural, surveying, management, accounting, auditing, insurance, and other

costs necessary for continued good standing under applicable law (the “**Operations Costs**”). Therefore, each Member agrees to pay its Pro Rata Share (as defined below) of the Operations Costs each year, as set forth in the Authority’s annual budget adopted in accordance with Section 4.01 above, not to exceed \$40,000 per year per Member (the “**Operations Funding Cap**”). The **Pro Rata Share** of each Member shall be calculated by dividing the total Operations Costs by the then current number of Members. The Operations Funding Cap may be exceeded in any given year upon unanimous consent of the Members.

In addition, the Authority may fund Operation Costs from rates, fees, tolls, charges or penalties and with any revenues transferred to the Authority by the Members or others; provided the Debt Pledged Revenue shall not be used to fund Operations Costs.

The Members intend that the Authority shall not be considered a “district” subject to Article X, Section 20 of the Colorado Constitution (“**TABOR**”) and therefore will not maintain a three percent (3%) emergency reserve as required by paragraph (5) of TABOR (the “**TABOR Reserves**”). The reserves of each Member, including the Members’ TABOR Reserves, shall not be transferred to the Authority but shall remain with the respective individual Members. However, should it be determined that the Authority is a “district” for purposes of TABOR, the TABOR Reserves of the individual Members shall be available to the Authority should it become necessary to draw on a TABOR Reserve fund and thus the Authority’s TABOR Reserve requirement under TABOR would be satisfied.

Section 4.04. Books and Records. The Authority shall provide for the keeping of accurate and correct books of account on an accrual basis in accordance with the Local Government Uniform Accounting Law, Part 5 of Article 1, Title 29, C.R.S., as amended. The Authority shall keep a record of and account for all deposits made by the Members in accordance with generally acceptable accounting principles. Said books and records shall be open to inspection at all times during normal business hours by any representative of any of the Members or by the accountant or other person authorized by any of the Members to inspect said books or records. The Board shall provide for the auditing of all books and accounts and other financial records of the Authority annually, and in accordance with the Colorado Local Government Audit Law, Part 6 of Article 1, Title 29, C.R.S., as amended. Audits shall be completed and filed

annually in a timely manner, as described in Section 29-1-606, C.R.S. All funds received by the Authority shall be invested in accordance with state statutory requirements.

Section 4.05. Authority Bonds. The Authority may, from time to time, issue the Authority Bonds on behalf of the Members to fund Services; provided, such Authority Bonds may only be issued pursuant to a written resolution of the Board and resolutions of the Members and shall be payable out of all or a specified portion of the Debt Pledged Revenue and other available revenues of the Authority as designated by the Board.

Section 4.06. Remittance of Funds to Authority. The Authority shall submit requests for funding of the Operations Costs to each Member as needed. Each Member shall have thirty (30) days from the receipt of the request for funding of the Operation Costs to submit its proportionate share of the Operations Costs to the Authority. At any time that any Authority Bonds are outstanding, all Debt Pledged Revenue shall be remitted as set forth in the applicable indenture, loan agreement, pledge agreement, or other similar financial instrument executed by the applicable Member in connection with the issuance of such Authority Bonds.

ARTICLE V INSURANCE

The Authority shall maintain, at a minimum, the following insurance coverages:

Section 5.01. General liability. General liability coverage protecting the Authority and its officers, directors, and employees against loss, liability, or expense whatsoever from personal injury, death, property damage, or otherwise, arising from or in any way connected with management, administration, or operations in amounts not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate, or the maximum amount that may be recovered under the CGIA), whichever is higher.

Section 5.02. Directors and officers liability. Directors and officers liability coverage (errors and omissions) protecting the Authority and its Directors and officers against any loss, liability, or expense whatsoever arising from the actions and/or inactions of the Authority and its Directors and officers in the performance of their duties.

The Authority may obtain, at its own expense, any further or additional insurance coverage that the Board desires to carry.

ARTICLE VI TERMINATION

Section 6.01. Termination By Notice. This Agreement will terminate after notice has been provided to each Member and provision has been made for the discharge of any Authority Bonds or any other debt issued by, and financial obligation of, the Authority, by a vote of the Board.

Section 6.02. Wind-Up and Liquidation. In the event of termination of this Agreement, the Board, or a person or persons appointed by the Board, shall wind-up and liquidate the assets of the Authority, if any. Upon dissolution of the Authority, and in consultation with the Authority's bond counsel, all of its property, if any, will be transferred to: (a) one (1) or more of the Members; (b) an entity that exists as a result of a Consolidation of the Members; or (c) other governmental entities approved by the Members of the Authority immediately prior to dissolution. If the Members cannot agree on the disposition of certain assets or property of the Authority, said assets or property shall be subject to an independent appraisal and shall be sold at public auction with the proceeds allocated, to the greatest equitable extent possible, to the Members in the same proportion as the respective contribution of funds by the Members for acquisition of the assets or property. Upon termination of this Agreement, the Members will work in good-faith to determine how best to allocate Authority assets and liabilities between the Members, such that a fair and equitable arrangement can be achieved while continuing to maintain the best possible services for each Member. The Members may memorialize the terms of their accord in a written agreement.

ARTICLE VII
DEFAULT

Section 7.01. Events of Default. The occurrence of any one or more of the following events and/or the existence of any one or more of the following conditions shall constitute an “**Event of Default**” under this Agreement:

(a) The failure of any Member to remit its Pro Rata Share of Operation Costs when the same shall become due and payable provided in this Agreement and cure such failure within ten (10) business days of receipt of notice from the Authority or one of the Members of such failure; or

(b) The failure to perform or observe any material covenant, agreement, or condition in this Agreement on the part of any Member and to cure such failure within thirty (30) days of receipt of notice from one of the other Members or the Authority of such failure unless such default cannot be cured within such thirty (30) day period, in which event, the defaulting Member shall have an extended period of time to complete the cure, provided that action to cure such default is commenced within said thirty (30) day period and the defaulting Member is diligently pursuing the cure to completion.

Section 7.02. Remedies on Occurrence of Events of Default. Upon the occurrence of an Event of Default, each of the Members and the Authority (together) shall have the following rights and remedies:

(a) Any non-defaulting Member(s) and/or the Authority may ask a court of competent jurisdiction to enter a writ of mandamus or order any similar or equivalent relief, to compel the board of directors of the defaulting Member to perform its duties under this Agreement, and/or to issue temporary and/or permanent restraining orders, or orders of specific performance, to compel the board of directors of the defaulting Member to perform in accordance with this Agreement.

(b) Any non-defaulting Member(s) and/or the Authority may protect and enforce their rights under this Agreement by such suits, actions, or special proceedings as they shall deem appropriate, including, without limitation, any proceedings for the specific

performance of any covenant or agreement contained in this Agreement, for the enforcement of any other appropriate legal or equitable remedy, or for the recovery of damages, including attorneys' fees and all other costs and expenses incurred in enforcing this Agreement.

(c) The non-defaulting Member(s) and/or the Authority shall have the right to budget and expend funds as necessary to enforce the terms of this Agreement.

ARTICLE VIII MISCELLANEOUS PROVISIONS

Section 8.01. Notices. Any notice required hereunder shall be given in writing, delivered personally, or sent by registered mail, postage prepaid, and addressed to each of the Members at the addresses set forth below or at such other address as a Member may hereafter or from time to time designate by written notice to the other Member given in accordance herewith. Notice shall be considered given when personally delivered or mailed, and shall be considered received in the earlier of the day on which such notice is actually received by the Member to whom it is addressed, or the third day after such notice is mailed.

to Windler Homestead: Windler Homestead Metropolitan District
 c/o White Bear Ankele Tanaka & Waldron
 2154 E. Commons Avenue, Suite 2000
 Centennial, Colorado 80122
 Attn: Clint Waldron
 cwaldron@wbapc.com

to WH: WH Metropolitan District No. 1
 c/o White Bear Ankele Tanaka & Waldron
 2154 E. Commons Avenue, Suite 2000
 Centennial, Colorado 80122
 Attn: Clint Waldron

cwaldron@wbapc.com

to the Authority:

Windler Homestead Public Improvement Authority
c/o Collins Cockrel & Cole, P.C.
390 Union Boulevard, Suite 400
Denver, Colorado 80228
Attn: Matt Ruhland
mruhland@cccfirm.com

Section 8.02. Consent. Whenever any provision of this Agreement requires consent or approval of the Members hereto, the same shall not be unreasonably withheld.

Section 8.03. Amendments. No alterations, amendments or modifications to this Agreement shall be valid unless approved by a majority vote of the Board and no less than 2/3 of the Members and executed by an instrument with the same formality as this Agreement. Neither this Agreement, nor any term hereof, can be changed, modified, or abandoned, in whole or in part, except by the instrument in writing, and no prior, contemporary, or subsequent oral agreement shall have any validity whatsoever.

Section 8.04. Severability. If any clause or provision in this Agreement shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

Section 8.05. Binding Effect. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Members and to their respective successors and permitted assigns.

Section 8.06. Assignment and Delegation. No Member shall assign any of the rights nor delegate any of the duties of this Agreement without a majority vote of the whole membership of the Board. Any attempted assignment or delegation not in conformance with this provision shall be void.

Section 8.07. Applicable Laws. This Agreement shall be governed by and construed in accordance with the Constitution and laws of the State of Colorado. The Members agree not to institute any legal action or proceeding against the Authority or any of its directors, officers, employees, agents or property concerning any matter arising out of or related to this Agreement in any court other than the Adams County District Court.

Section 8.08. Paragraph Headings. The paragraph headings are inserted in this Agreement only as a matter of convenience and reference and in no way are intended to be a part of this Agreement or to define, limit or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.

Section 8.09. Singular and Plural. Whenever the context shall so require, the singular shall include the plural and the plural shall include the singular.

Section 8.10. Negotiated Provisions. This Agreement shall not be construed more strictly against one Member than against another Member merely by virtue of the fact that it may have been prepared by counsel for one of the Members, it being acknowledged that each Member has contributed substantially and materially to the preparation of this Agreement.

Section 8.11. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Members and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party. It is the express intention of the Members that any person, other than the Members, receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

Section 8.12. Counterparts. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

Section 8.13. Governmental Immunity. Nothing herein shall be construed as a waiver of the rights and privileges of the Members or the Authority pursuant to the CGIA.

Section 8.14. No Personal Liability. No elected official, director, officer, agent or employee of the Members shall be charged personally or held contractually liable by or under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Districts have caused this Agreement to be executed as of the day and year first hereinabove written.

WINDLER HOMESTEAD METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By 
President

ATTEST:



WH METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado

By 
President

ATTEST:



EXHIBIT D
2022 BUDGET

WINDLER HOMESTEAD METROPOLITAN DISTRICT
2022
BUDGET MESSAGE

Attached please find a copy of the adopted 2022 budget for the Windler Homestead Metropolitan District.

The Windler Homestead Metropolitan District has adopted one fund, a General Fund to provide for general operating expenditures.

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

The primary source of revenue for the district in 2022 will be developer advances. The district intends to impose a 10.000 mill levy on all property within the district for 2022.

Windler Homestead Metropolitan District
Adopted Budget
General Fund
For the Year ended December 31, 2022

	Inactive <u>2020</u>	Adopted Budget <u>2021</u>	Actual <u>6/30/2021</u>	Estimate <u>2021</u>	Adopted Budget <u>2022</u>
Beginning fund balance	\$ -	\$ -	\$ -	\$ -	\$ -
Revenues:					
Property taxes	-	-	-	-	13
Specific ownership taxes	-	-	-	-	1
Developer advances	-	50,000	-	44,820	49,986
Total revenues	-	50,000	-	44,820	50,000
Total funds available	-	50,000	-	44,820	50,000
Expenditures:					
Accounting/audit	-	10,000	-	10,000	10,000
Engineering	-	10,000	-	10,000	10,000
Insurance/SDA dues	-	2,500	-	2,500	2,500
Legal	-	16,000	-	16,000	16,000
Contingency	-	5,000	-	5,000	5,000
Emergency reserve (3%)	-	1,320	-	-	1,320
Total expenditures	-	44,820	-	43,500	44,820
Ending fund balance	\$ -	\$ 5,180	\$ -	\$ 1,320	\$ 5,180
Assessed valuation	\$ -	\$ 1,320	\$ -	\$ -	\$ 1,250
Mill Levy	-	-	-	-	10.000

EXHIBIT E
2021 APPLICATION FOR EXEMPTION FROM AUDIT

APPLICATION FOR EXEMPTION FROM AUDIT

SHORT FORM

NAME OF GOVERNMENT
ADDRESS

WH Metropolitan District No. 1
c/o White Bear Ankele Tanaka & Waldron
2154 E. Commons Avenue, Suite 2000
Centennial, CO 80112
William P. Ankele, Jr.
303-858-1800
wpankele@wbapc.com
303-858-1801

For the Year Ended
12/31/21
or fiscal year ended:

CONTACT PERSON
PHONE
EMAIL
FAX

PART 1 - CERTIFICATION OF PREPARER

I certify that I am skilled in governmental accounting and that the information in the application is complete and accurate, to the best of my knowledge.

NAME:
TITLE
FIRM NAME (if applicable)
ADDRESS
PHONE
DATE PREPARED

Diane Wheeler
District Accountant
Simmons & Wheeler, PC
304 Inverness Way South, Suite 490, Englewood, CO 80112
303-689-0833
3/21/2022

PREPARER (SIGNATURE REQUIRED)

<i>Diane Wheeler</i>	
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Please indicate whether the following financial information is recorded using Governmental or Proprietary fund types	GOVERNMENTAL <small>(MODIFIED ACCRUAL BASIS)</small>	PROPRIETARY <small>(CASH OR BUDGETARY BASIS)</small>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>

PART 2 - REVENUE

REVENUE: All revenues for all funds must be reflected in this section, including proceeds from the sale of the government's land, building, and equipment, and proceeds from debt or lease transactions. Financial information will not include fund equity information.

Line#	Description	Round to nearest Dollar	Please use this space to provide any necessary explanations
2-1	Taxes: Property (report mills levied in Question 10-6)	\$ -	Please use this space to provide any necessary explanations
2-2	Specific ownership	\$ -	
2-3	Sales and use	\$ -	
2-4	Other (specify):	\$ -	
2-5	Licenses and permits	\$ -	
2-6	Intergovernmental: Grants	\$ -	
2-7	Conservation Trust Funds (Lottery)	\$ -	
2-8	Highway Users Tax Funds (HUTF)	\$ -	
2-9	Other (specify):	\$ -	
2-10	Charges for services	\$ -	
2-11	Fines and forfeits	\$ -	
2-12	Special assessments	\$ -	
2-13	Investment income	\$ -	
2-14	Charges for utility services	\$ -	
2-15	Debt proceeds (should agree with line 4-4, column 2)	\$ -	
2-16	Lease proceeds	\$ -	
2-17	Developer Advances received (should agree with line 4-4)	\$ 18,303	
2-18	Proceeds from sale of capital assets	\$ -	
2-19	Fire and police pension	\$ -	
2-20	Donations	\$ -	
2-21	Other (specify):	\$ -	
2-22		\$ -	
2-23		\$ -	
2-24	(add lines 2-1 through 2-23) TOTAL REVENUE	\$ 18,303	

PART 3 - EXPENDITURES/EXPENSES

EXPENDITURES: All expenditures for all funds must be reflected in this section, including the purchase of capital assets and principal and interest payments on long-term debt. Financial information will not include fund equity information.

Line#	Description	Round to nearest Dollar	Please use this space to provide any necessary explanations
3-1	Administrative	\$ 206	Please use this space to provide any necessary explanations
3-2	Salaries	\$ -	
3-3	Payroll taxes	\$ -	
3-4	Contract services	\$ -	
3-5	Employee benefits	\$ -	
3-6	Insurance	\$ 2,800	
3-7	Accounting and legal fees	\$ 11,170	
3-8	Repair and maintenance	\$ -	
3-9	Supplies	\$ -	
3-10	Utilities and telephone	\$ -	
3-11	Fire/Police	\$ -	
3-12	Streets and highways	\$ -	
3-13	Public health	\$ -	
3-14	Capital outlay	\$ -	
3-15	Utility operations	\$ -	
3-16	Culture and recreation	\$ -	
3-17	Debt service principal (should agree with Part 4)	\$ -	
3-18	Debt service interest	\$ -	
3-19	Repayment of Developer Advance Principal (should agree with line 4-4)	\$ -	
3-20	Repayment of Developer Advance Interest	\$ -	
3-21	Contribution to pension plan (should agree to line 7-2)	\$ -	
3-22	Contribution to Fire & Police Pension Assoc. (should agree to line 7-2)	\$ -	
3-23	Other (specify):	\$ -	
3-24		\$ -	
3-25		\$ -	
3-26	(add lines 3-1 through 3-24) TOTAL EXPENDITURES/EXPENSES	\$ 14,176	

If TOTAL REVENUE (Line 2-24) or TOTAL EXPENDITURES (Line 3-26) are GREATER than \$100,000 - **STOP**. You may not use this form. Please use the "Application for Exemption from Audit - LONG FORM".

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? If Yes, please attach a copy of the entity's Debt Repayment Schedule.	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
4-2 Is the debt repayment schedule attached? If no, MUST explain: <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Developer Advances</div>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
4-3 Is the entity current in its debt service payments? If no, MUST explain: <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">N/A</div>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
4-4 Please complete the following debt schedule, if applicable: (please only include principal amounts)(enter all amount as positive numbers)				
General obligation bonds	\$ -	\$ -	\$ -	\$ -
Revenue bonds	\$ -	\$ -	\$ -	\$ -
Notes/Loans	\$ -	\$ -	\$ -	\$ -
Leases	\$ -	\$ -	\$ -	\$ -
Developer Advances	\$ -	\$ 18,303	\$ -	\$ 18,303
Other (specify):	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ 18,303	\$ -	\$ 18,303

*must tie to prior year ending balance

Please answer the following questions by marking the appropriate boxes.

	Yes	No
4-5 Does the entity have any authorized, but unissued, debt? If yes: How much?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Date the debt was authorized:	<div style="border: 1px solid black; padding: 2px; display: inline-block;">\$ 9,500,000,000.00</div> <div style="border: 1px solid black; padding: 2px; display: inline-block;">11/2/2021</div>	
4-6 Does the entity intend to issue debt within the next calendar year? If yes: How much?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4-7 Does the entity have debt that has been refinanced that it is still responsible for? If yes: What is the amount outstanding?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4-8 Does the entity have any lease agreements? If yes: What is being leased? What is the original date of the lease? Number of years of lease? Is the lease subject to annual appropriation? What are the annual lease payments?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Please use this space to provide any explanations or comments:

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	\$ 319	
5-2 Certificates of deposit	\$ -	
Total Cash Deposits		\$ 319
Investments (if investment is a mutual fund, please list underlying investments):		
	\$ -	
	\$ -	
5-3	\$ -	
	\$ -	
Total Investments		\$ -
Total Cash and Investments		\$ 319

Please answer the following questions by marking in the appropriate boxes

	Yes	No	N/A
5-4 Are the entity's Investments legal in accordance with Section 24-75-601, et. seq., C.R.S.?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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.)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If no, MUST use this space to provide any explanations:

PART 6 - CAPITAL ASSETS

Please answer the following questions by marking in the appropriate boxes.

Yes No

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

Complete the following capital assets table:	Balance - beginning of the year*	Additions (Must be included in Part 3)	Deletions	Year-End Balance
Land	\$ -	\$ -	\$ -	\$ -
Buildings	\$ -	\$ -	\$ -	\$ -
Machinery and equipment	\$ -	\$ -	\$ -	\$ -
Furniture and fixtures	\$ -	\$ -	\$ -	\$ -
Infrastructure	\$ -	\$ -	\$ -	\$ -
Construction In Progress (CIP)	\$ -	\$ -	\$ -	\$ -
Other (explain):	\$ -	\$ -	\$ -	\$ -
Accumulated Depreciation	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -

Please use this space to provide any explanations or comments:

PART 7 - PENSION INFORMATION

Please answer the following questions by marking in the appropriate boxes.

Yes No

- 7-1 Does the entity have an "old hire" firefighters' pension plan? Yes No
- 7-2 Does the entity have a volunteer firefighters' pension plan? Yes No
- If yes: Who administers the plan?

Indicate the contributions from:

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

Please use this space to provide any explanations or comments:

PART 8 - BUDGET INFORMATION

Please answer the following questions by marking in the appropriate boxes.

Yes No N/A

- 8-1 Did the entity file a budget with the Department of Local Affairs for the current year in accordance with Section 29-1-113 C.R.S.? Yes No N/A
-
- 8-2 Did the entity pass an appropriations resolution, in accordance with Section 29-1-108 C.R.S.? If no, MUST explain: Yes No N/A

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

Governmental/Proprietary Fund Name	Total Appropriations By Fund
General Fund	\$ 44,820

PART 9 - TAXPAYER'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.

If no, MUST explain:

PART 10 - GENERAL INFORMATION

Please answer the following questions by marking in the appropriate boxes.

Yes

No

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

10-1

If yes: Date of formation:

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

10-2

If yes: Please list the NEW name & PRIOR name:

10-3 Is the entity a metropolitan district?

10-3

Please indicate what services the entity provides:

Sanitary sewer/storm drainage, streets, water, traffic & safety controls, park & recreation

Does the entity have an agreement with another government to provide services?

10-4

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

10-5 Has the district filed a *Title 32, Article 1 Special District Notice of Inactive Status* during

10-5

If yes: Date Filed:

10-6 Does the entity have a certified Mill Levy?

10-6

If yes:

Please provide the following mills levied for the year reported (do not report \$ amounts):

Bond Redemption mills

	-
--	---

General/Other mills

	-
--	---

Total mills

	-
--	---

Please use this space to provide any explanations or comments:

PART 11 - 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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

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.

Print the names of ALL members of current governing body below.		A MAJORITY of the members of the governing body must complete and sign in the column below.
Board Member 1	Print Board Member's Name Dustin Anderson	I <u>Dustin Anderson</u> , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed <u><i>Dustin Anderson</i></u> Date: <u>Mar 28, 2022</u> My term Expires: <u>2023</u>
Board Member 2	Print Board Member's Name Christopher Fellows	I <u>Christopher Fellows</u> , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: <u>2022</u>
Board Member 3	Print Board Member's Name Timothy O'Connor	I <u>Timothy O'Connor</u> , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed <u><i>Timothy O'Connor</i></u> Date: <u>Mar 28, 2022</u> My term Expires: <u>2023</u>
Board Member 4	Print Board Member's Name Tom Kaufman	I <u>Tom Kaufman</u> , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed <u><i>Tom Kaufman</i></u> Date: <u>Mar 26, 2022</u> My term Expires: <u>2022</u>
Board Member 5	Print Board Member's Name	I _____, attest 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: _____
Board Member 6	Print Board Member's Name	I _____, attest 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: _____
Board Member 7	Print Board Member's Name	I _____, attest 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: _____

WH 1 2021

Interim Agreement Report











2022-03-31

Created:	2022-03-26
By:	Diane Wheeler (diane@simmonswheeler.com)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAA8psJ4P0YPQ9E2dBwtr0ness-npsrktHE

Agreement History


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

"WH 1 2021" History


-  Document created by Diane Wheeler (diane@simmonswheeler.com)
2022-03-26 - 3:40:24 PM GMT
-  Document emailed to Diane Wheeler (diane@simmonswheeler.com) for signature
2022-03-26 - 3:41:32 PM GMT
-  Document emailed to Dustin Anderson (dma@albdev.com) for signature
2022-03-26 - 3:41:32 PM GMT
-  Document emailed to chris@fellowscos.com for signature
2022-03-26 - 3:41:32 PM GMT
-  Document emailed to Timothy OConnor (tim@albdev.com) for signature
2022-03-26 - 3:41:32 PM GMT
-  Document emailed to Tom Kaufman (tkaufman5@gmail.com) for signature
2022-03-26 - 3:41:32 PM GMT
-  Document e-signed by Diane Wheeler (diane@simmonswheeler.com)
Signature Date: 2022-03-26 - 3:41:38 PM GMT - Time Source: server
-  Email viewed by Tom Kaufman (tkaufman5@gmail.com)
2022-03-26 - 3:49:31 PM GMT
-  Document e-signed by Tom Kaufman (tkaufman5@gmail.com)
Signature Date: 2022-03-26 - 3:52:35 PM GMT - Time Source: server
-  Email viewed by Dustin Anderson (dma@albdev.com)
2022-03-28 - 2:08:03 PM GMT- IP address: 65.144.188.146

 Document e-signed by Dustin Anderson (dma@albdev.com)


Signature Date: 2022-03-28 - 2:08:22 PM GMT - Time Source: server- IP address: 65.144.188.146

 Email viewed by Timothy OConnor (tim@albdev.com)

2022-03-28 - 2:56:25 PM GMT- IP address: 65.144.188.146

 Document e-signed by Timothy OConnor (tim@albdev.com)

Signature Date: 2022-03-28 - 2:56:35 PM GMT - Time Source: server- IP address: 65.144.188.146

 Email viewed by chris@fellowscos.com

2022-03-28 - 5:18:44 PM GMT