

**Aurora Crossroads Metropolitan District
Nos. 1-2**

Crossroads East Metropolitan District

**Aspen Business Park Metropolitan
District**

2023 Consolidated Annual Report

**AURORA CROSSROADS METROPOLITAN DISTRICT NOS. 1 - 2
CROSSROADS EAST METROPOLITAN DISTRICT
ASPEN BUSINESS PARK METROPOLITAN DISTRICT**

**2023 CONSOLIDATED ANNUAL REPORT
TO THE CITY OF AURORA**

Pursuant to the Amended and Restated Consolidated Service Plan for Aspen Business Park Metropolitan District, Aurora Crossroads Metropolitan District Nos. 1 and 2, and Crossroads East Metropolitan District, (collectively, the “Districts”), the Districts are required to provide an annual report to the City of Aurora (the “City”) with regard to the following matters:

Service Plan Requirements

For the year ending December 31, 2023, the Districts make the following report:

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

Aurora Crossroads Metropolitan District No. 1 filed an Order for Inclusion recorded on December 12, 2023.

Aurora Crossroads Metropolitan District No. 2 filed an Order for Exclusion recorded on December 12, 2023. The District proposed an Order for Inclusion during a meeting on December 1, 2023. The Order was not recorded until 2024 and will be included in next year’s report.

Aspen Business Park Metropolitan District proposed an Order for Inclusion during a meeting on December 1, 2023. The Order was not recorded until 2024 and will be included in next year’s report.

Crossroads East Metropolitan District did not make or propose any boundary changes in 2023.

Recorded orders and the 2023 boundary map filing are attached as **Exhibit A.**

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

Aurora Crossroads Metropolitan District Nos. 1 & 2 entered into an Amended and Restated Intergovernmental Agreement with the City of Aurora on May 22, 2023. The Agreement is attached hereto as **Exhibit B-1.**

Aspen Business Park Metropolitan District and Aurora Crossroads Metropolitan District No. 2 entered into an Intergovernmental Agreement Regarding Reimbursement of District Eligible Costs on February 6th, 2023. The Agreement is

attached hereto as **Exhibit B-2.**

Aspen Business Park Metropolitan District, Aurora Crossroads Metropolitan District Nos. 1 & 2 and Crossroads East Metropolitan District and entered into an Amended and Restated Intergovernmental Agreement with the City of Aurora on November 14th, 2023. The Agreement is attached hereto as **Exhibit B-3.**

Aspen Business Park Metropolitan District, Aurora Crossroads Metropolitan District Nos. 1 & 2 and Crossroads East Metropolitan District entered into the Fifth Amendment to Establishment Agreement with Aurora Regional Improvement Authority No. 5 on June 25, 2023. The Agreement is attached hereto as **Exhibit B-4.**

- 3. Copies of the Districts’ rules and regulations, if any, as of December 31 of the prior year.

As of December 31, 2023, the Districts had not yet adopted rules and regulations.

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

To our actual knowledge, based on review of the court records in Arapahoe County, Colorado and the Public Access to Court Electronic Records (PACER), there was no litigation involving the Districts' Public Improvements during the year ending December 31, 2023.

- 5. Status of the Districts’ construction of the Public Improvements as of December 31 of the prior year.

As of December 31, 2023, the Districts had \$20,828,743.1 in construction of public improvements including dry utilities, engineering, erosion control, grading/earthwork, park and recreation, sanitary sewer, storm drainage/underdrain, streets, and water.

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

As of December 31, 2023, the Districts have had no facilities or improvements dedicated or accepted by the City.

- 7. The assessed valuation of the Districts for the current year.

The Districts received certifications of valuation from the Arapahoe County Assessor that reported a taxable assessed valuation for 2023 of \$1,889 for Aspen Business Park Metropolitan District, \$1,323 for District No. 1, \$40,283,686 for District No. 2 and \$23,672 for Crossroads East Metro District.

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

Copies of the Districts' 2024 Budgets are attached hereto as **Exhibit C**.

9. Audit of the Districts' 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 2023 Audits for Aurora Crossroads Metropolitan District Nos. 1 & 2 are in process and a supplemental report will be filed once complete. The Audit Exemption Applications for Aspen Business Park Metropolitan District and Crossroads East Metropolitan District are attached hereto as **Exhibit D**.

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

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

11. Any inability of the Districts 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.

§32-1-207(3) Statutory Requirements

12. Boundary changes made.

See response to Question 1, above.

13. Intergovernmental Agreements entered into or terminated with other governmental entities.

See response to Question 2, above.

14. Access information to obtain a copy of rules and regulations adopted by the board.

See response to Question 3, above.

15. A summary of litigation involving public improvements owned by the Districts. See response to Question 4, above.

16. The status of the construction of public improvements by the Districts.

See response to Question 5, above.

17. A list of facilities or improvements constructed by the Districts that were conveyed or dedicated to the City.

See response to Question 6, above.

7. The final assessed valuation of the Districts as of December 31st of the reporting year.

See response to Question 7, above.

8. A copy of the current year's budget.

See response to Question 8, above.

9. A copy of the audited financial statements, if required by the "Colorado Local Government Audit Law", part 6 of article 1 of title 29, or the application for exemption from audit, as applicable.

See response to Question 9, above.

10. Notice of any uncured defaults existing for more than ninety (90) days under any debt instrument of the Districts.

See response to Question 10, above.

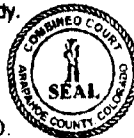
11. Any inability of the Districts to pay their obligations as they come due under any obligation which continues beyond a ninety (90) day period.

See response to Question 11, above.

EXHIBIT A
2023 BOUNDARY MAP FILINGS
Aurora Crossroads Metropolitan District Nos. 1 & 2
Aspen Business Park Metropolitan District


COMBINED COURT
 STATE OF COLORADO } ss.
 ARAPAHOE COUNTY. }
 CERTIFIED to be a full, true and cor-
 rect copy of the original in my custody.

DEC 06 2023



DATED _____ A.D.

SO ORDERED BY COURT
 12/04/2023

DISTRICT COURT, ARAPAHOE COUNTY, COLORADO Court Address: 7325 S. Potomac Street Centennial, CO 80112 Telephone: (303) 649-6355	 BEN L LEUTWYLER III District Court Judge
Petitioner: AURORA CROSSROADS METROPOLITAN DISTRICT NO. 1	▲ COURT USE ONLY ▲
By the Court:	Case Number: 2008CV588 Division: 15 Courtroom: ____
ORDER FOR INCLUSION (JPMC 101 Acres)	

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 Aurora Crossroads Metropolitan District No. 1, City of Aurora, Arapahoe 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 ____ DAY OF _____ 20__.

BY THE COURT:

District Court Judge

EXHIBIT A
(Legal Description of Inclusion Property)

AURORA CROSSROADS METROPOLITAN DISTRICTS ONE AND TWO
DISTRICT PARCEL
PAGE 1 OF 2

LAND DESCRIPTION:

A PARCEL OF LAND BEING THE AURORA DATA CENTER SUBDIVISION FILING NO.1, RECORDED AT RECEPTION NO. D90007750 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER CORNER OF SAID SECTION 6; THENCE ALONG THE EASTERLY LINE SAID SOUTHWEST QUARTER OF SECTION 6, S00°02'05"W A DISTANCE OF 387.04 FEET TO THE NORTHEAST CORNER OF SAID AURORA DATA CENTER SUBDIVISION FILING NO.1, AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EASTERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 6 AND THE PLATTED BOUNDARY LINES OF SAID AURORA DATA SUBDIVISION FILING NO.1 THE FOLLOWING TEN (10) CONSECUTIVE COURSES;

- 1.) S00°02'05"W A DISTANCE OF 1526.77 FEET;
- 2.) THENCE S89°29'57"W A DISTANCE OF 1184.50 FEET;
- 3.) THENCE S00°01'52"W A DISTANCE OF 703.46 FEET;
- 4.) THENCE S89°29'57"W A DISTANCE OF 505.62 FEET;
- 5.) THENCE N00°18'49"W A DISTANCE OF 673.62 FEET;
- 6.) THENCE S89°29'57"W A DISTANCE OF 928.59 FEET;
- 7.) THENCE N00°18'41"W A DISTANCE OF 756.59 FEET;
- 8.) THENCE N88°49'15"E A DISTANCE OF 40.40 FEET;
- 9.) THENCE N00°18'47"W A DISTANCE OF 795.47 FEET;
- 10.) THENCE N89°24'40"E A DISTANCE OF 2591.81 FEET TO THE POINT OF BEGINNING.

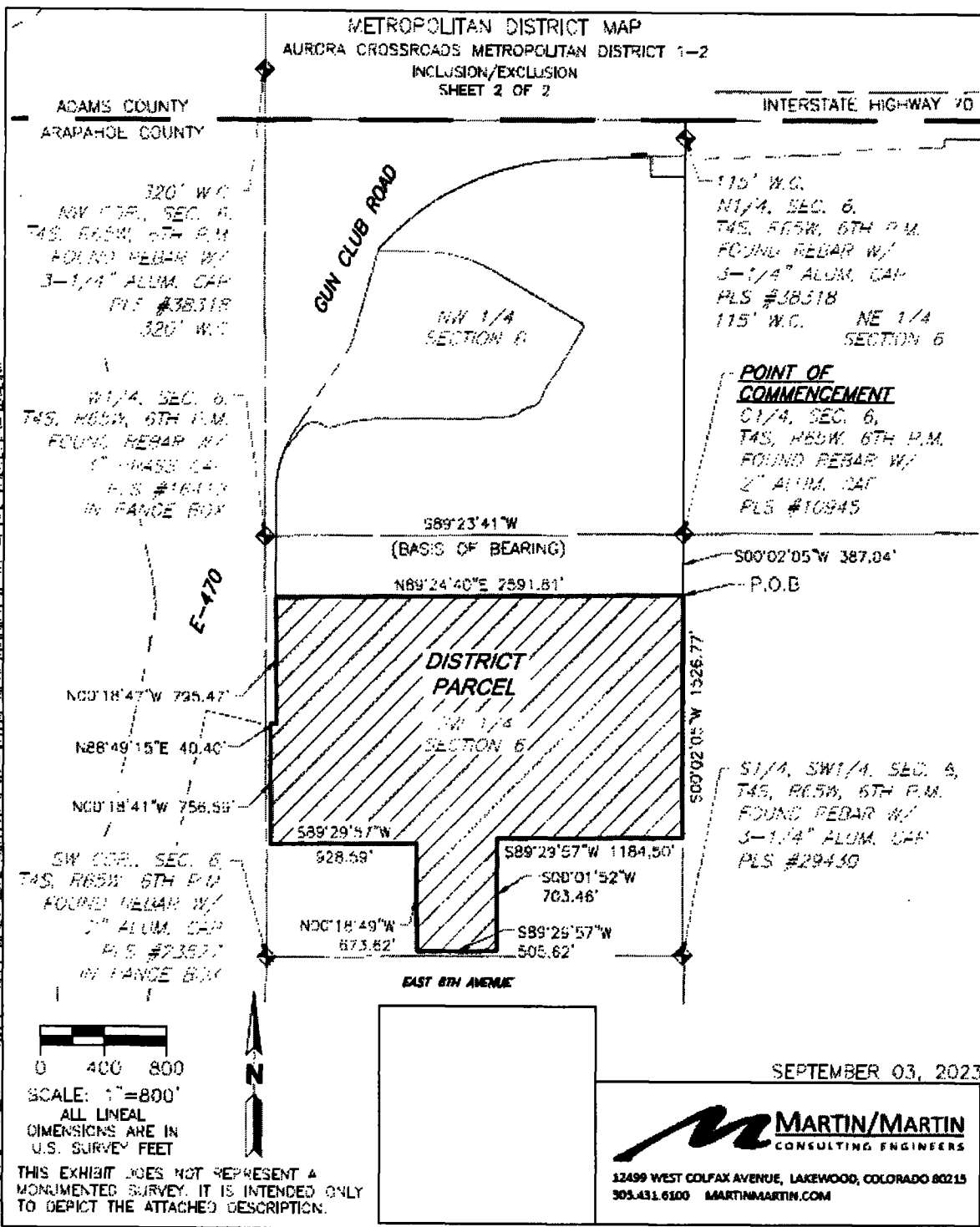
SAID PARCEL CONTAINS 4,358,814 SQUARE FEET OR 100.065 ACRES MORE OR LESS.

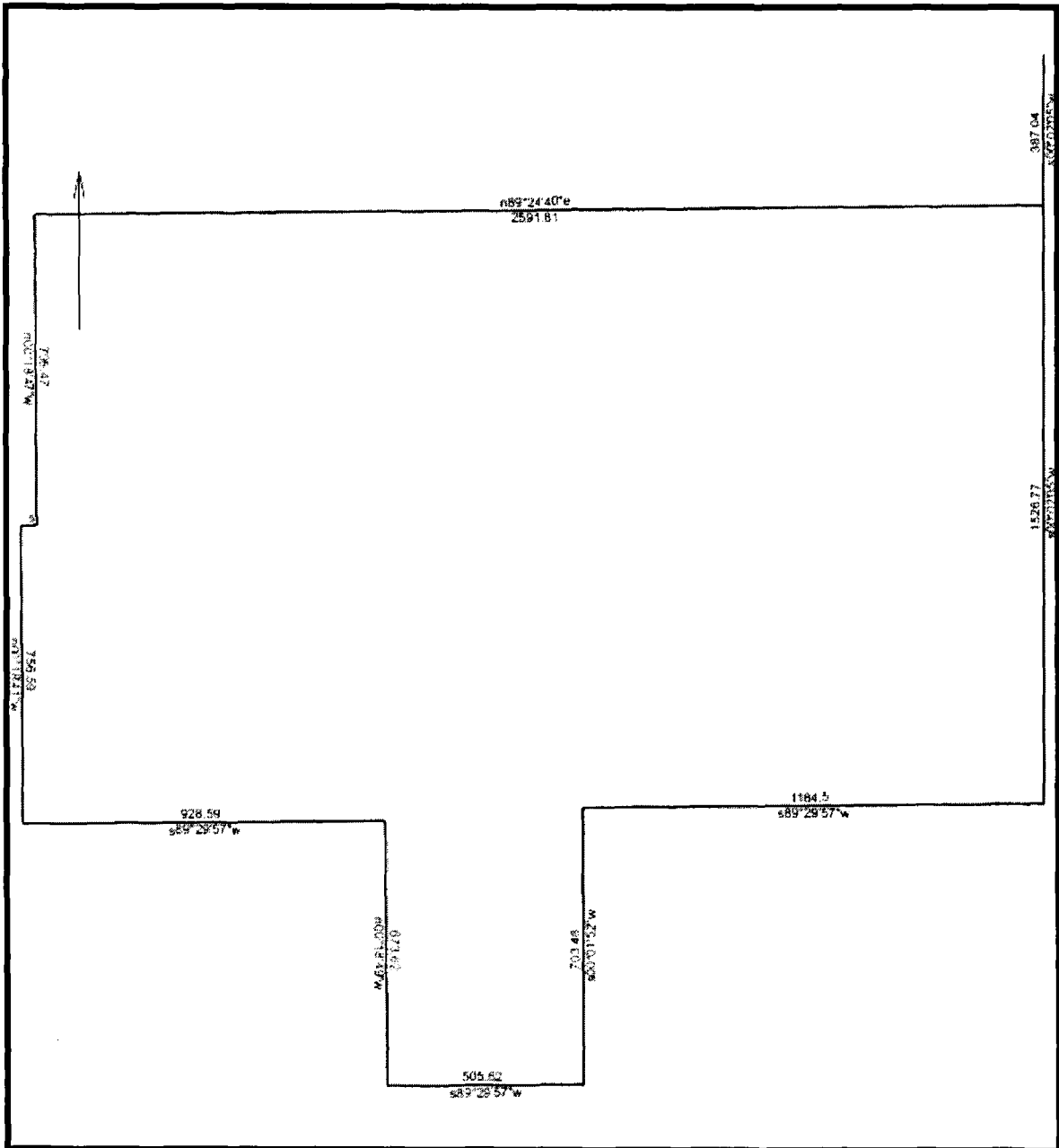
ALL LINEAL DIMENSIONS ARE IN U.S. SURVEY FEET

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEARING ASSUMED TO BEAR S89°23'41"W AND BEING MONUMENTED BY A FOUND REBAR WITH 3"BRASS CAP PLS #16419 IN RANGE BOX AT THE WEST QUARTER CORNER AND A FOUND REBAR 2"ALUMINUM CAP PLS # 10945 AT THE CENTER QUARTER CORNER.

PREPARED BY JOHANA RODRIGUEZ
REVIEWED BY RICHARD A NOBBE, PLS
FOR AND ON BEHALF OF
MARTIN/MARTIN, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, COLORADO 80215
303-431-6100






10/3/2023

Scale: 1 inch= 337 feet File: Metropolitan District No. 1-2.ndp

Tract 1: 111.4345 Acres. Closure: n00.0204e 387.04 ft. (1/26), Perimeter=10094 ft.

- 01 s00.0205w 387.04
- 02 s00.0205w 1526.77
- 03 s89.2957w 1184.5
- 04 s00.0152w 703.46
- 05 s89.2957w 505.62
- 06 n00.1849w 673.62
- 07 s89.2957w 928.59
- 08 n00.1841w 756.59
- 09 n88.4915e 40.4
- 10 n00.1847w 795.47
- 11 n89.2440e 2591.81

E3083162

<p>DISTRICT COURT, ARAPAHOE COUNTY, COLORADO</p> <p>Court Address: 7325 S. Potomac Street Centennial, CO 80112</p> <p>Telephone: (303) 649-6355</p>	<p>COMBINED COURT STATE OF COLORADO } ss. ARAPAHOE COUNTY } ss. DATE FILED: 12/13/2023 CERTIFIED to be a full, true and correct copy of the original in my custody.</p> <p>DEC 06 2023</p> <p>DATED _____ A.D. By <u>SHANA KLOEK</u> Clerk of the County Court Deputy</p> <p>▲ COURT USE ONLY ▲</p> 
<p>Petitioner:</p> <p>AURORA CROSSROADS METROPOLITAN DISTRICT NO. 2</p>	<p>Case Number: 2008CV589</p> <p>Division: 14</p> <p>Courtroom: _____</p>
<p>By the Court:</p>	<p style="text-align: center;">ORDER FOR EXCLUSION (JPMC 101 Acres)</p>

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 Aurora Crossroads Metropolitan District No. 2, City of Aurora, Arapahoe 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.

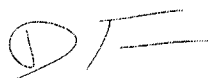
2. Pursuant to § 32-1-503(1), C.R.S., the Property shall remain obligated for its proportionate share of the principal and interest on the outstanding bonded indebtedness of the District existing immediately prior to the effective date of this Order. The Property is liable for the Limited Tax General Obligation Bonds, Series 2020A and the Subordinate Limited Tax General Obligation Bonds, Series 2020B, originally issued in the combined aggregate principal amount of \$45,000,000 on September 10, 2020 (the "AC District No. 2 Series 2020 Bonds"), with an anticipated maturity date of December 15, 2050, as may be refunded or refinanced.

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 5 day of December 2023.

BY THE COURT:



District Court Judge

EXHIBIT A
(Legal Description of Exclusion Property)

AURORA CROSSROADS METROPOLITAN DISTRICTS ONE AND TWO
DISTRICT PARCEL
PAGE 1 OF 2

LAND DESCRIPTION:

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COMMENCING AT THE CENTER CORNER OF SAID SECTION 6; THENCE ALONG THE EASTERLY LINE SAID SOUTHWEST QUARTER OF SECTION 6, S00°02'05"W A DISTANCE OF 387.04 FEET TO THE NORTHEAST CORNER OF SAID AURORA DATA CENTER SUBDIVISION FILING NO.1, AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EASTERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 6 AND THE PLATTED BOUNDARY LINES OF SAID AURORA DATA SUBDIVISION FILING NO.1 THE FOLLOWING TEN (10) CONSECUTIVE COURSES;

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- 2.) THENCE S89°29'57"W A DISTANCE OF 1184.50 FEET;
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- 10.) THENCE N89°24'40"E A DISTANCE OF 2591.81 FEET TO THE POINT OF BEGINNING.

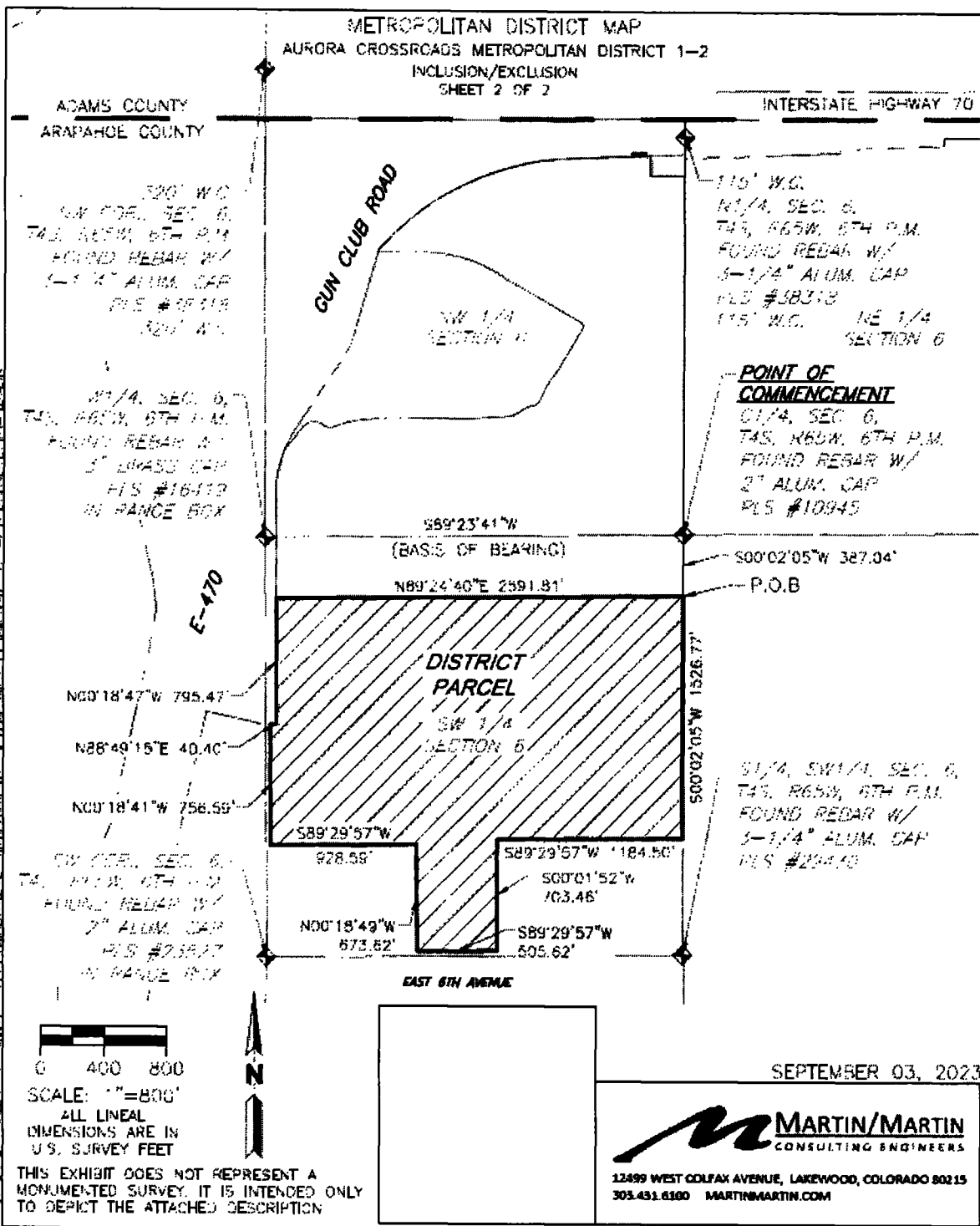
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BASIS OF BEARINGS

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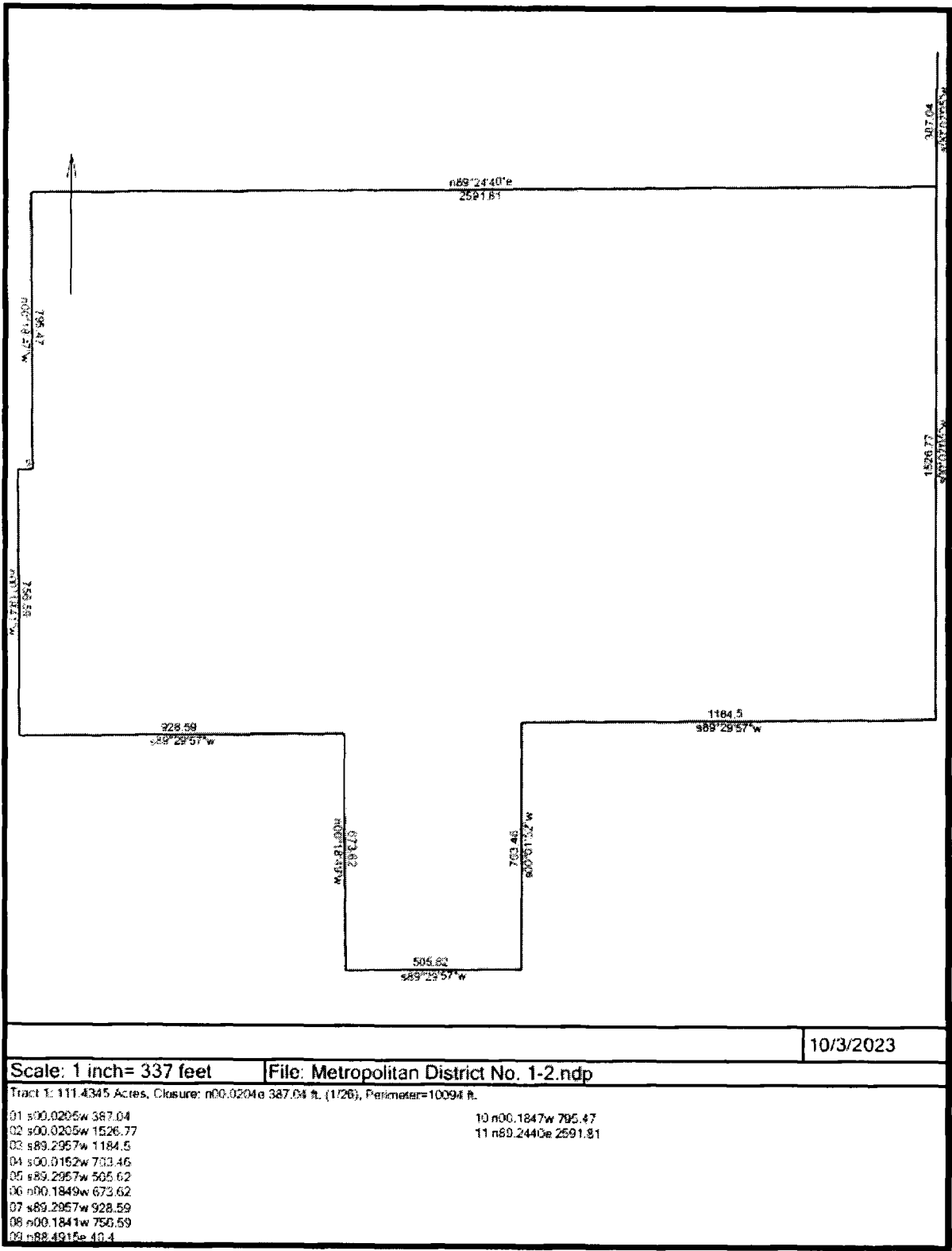


EXHIBIT A

SHEET 1 OF 2

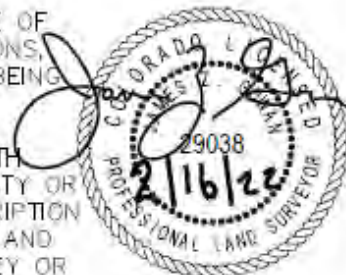
A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING A PORTION OF THE WEST LINE OF A PARCEL OF LAND AS DESCRIBED IN BOOK 7809, PAGE 301, DATED DECEMBER 20, 1994 IN THE RECORDS OF ARAPAHOE COUNTY CLERK AND RECORDER TO BEAR NORTH 12°09'26" WEST, A DISTANCE OF 839.80 FEET BETWEEN 2-1/2" ALUMINUM CAPS, STAMPED "E-470 PUBLIC HIGHWAY AUTHORITY R.O.W. PLS 28649", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL OF LAND; THENCE NORTH 00°32'16" WEST, ALONG THE WEST LINE OF SAID PARCEL OF LAND, A DISTANCE OF 79.90 FEET; THENCE CONTINUING ALONG SAID WEST LINE, NORTH 12°09'26" WEST, A DISTANCE OF 121.17' TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE, NORTH 12°09'26" WEST, A DISTANCE OF 718.63 FEET; THENCE DEPARTING SAID WEST LINE NORTH 79°40'19" EAST, A DISTANCE OF 181.11 FEET; THENCE SOUTH 89°52'40" EAST, A DISTANCE OF 35.25 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 734.94 FEET; THENCE NORTH 89°58'24" WEST, A DISTANCE OF 62.09 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 100,815 SQ.FT. OR 2.31 ACRES, MORE OR LESS.

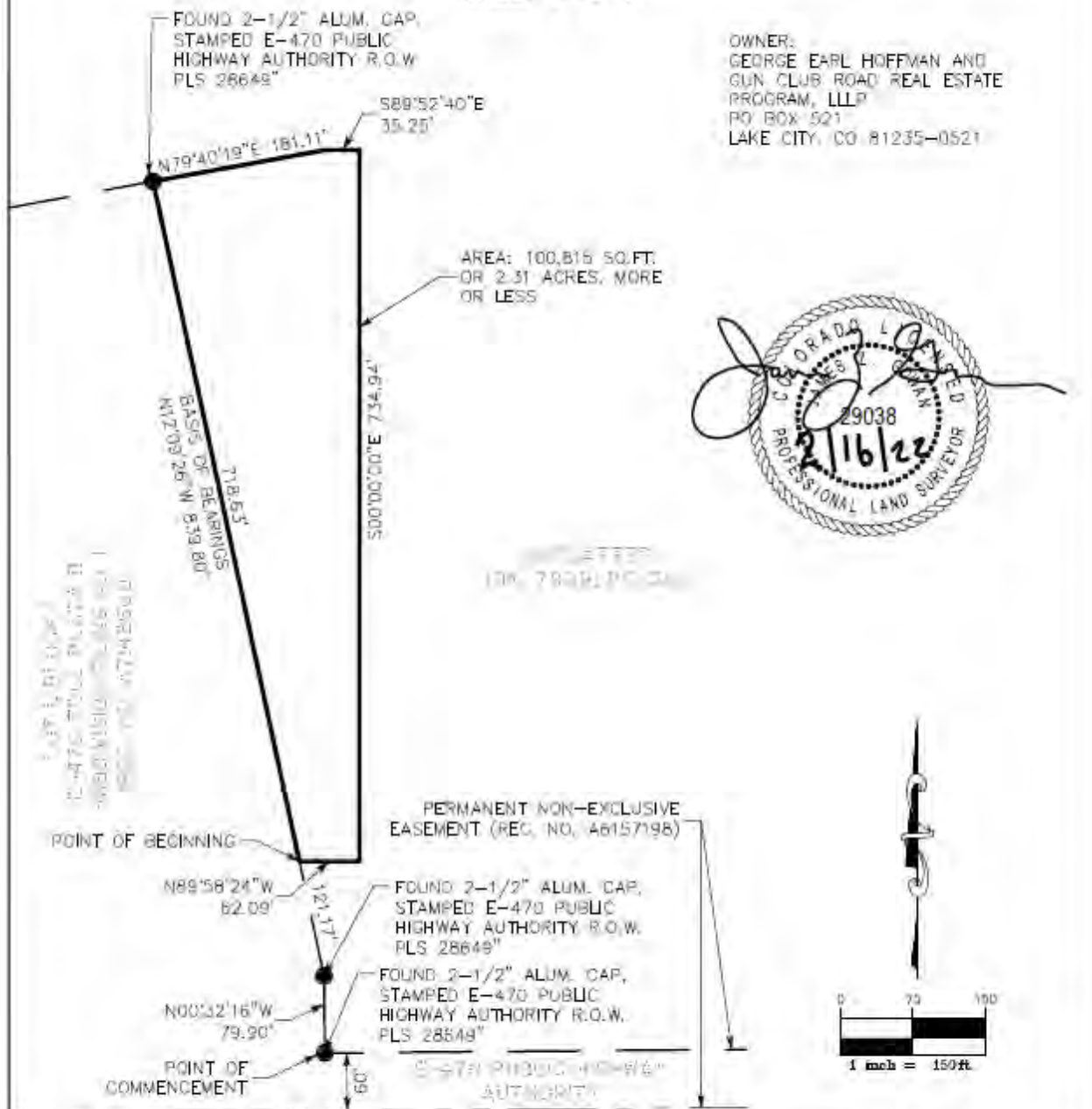
I, JAMES Z. GOWAN, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, ARE ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND ARE NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED. SAID PARCEL DESCRIPTION AND EXHIBIT WERE PREPARED AT THE REQUEST OF THE CLIENT AND ARE NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.



JAMES Z. GOWAN
 COLORADO P.L.S. #29038
 VICE PRESIDENT, FLATIRONS, INC.

ILLUSTRATION FOR EXHIBIT A

SHEET 2 OF 2



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

CITY OF AURORA, COLORADO

A PARCEL OF LAND SITUATED IN THE SE 1/4
OF SECTION 25, T 4 S, R 66 W, 6TH P.M.
ARAPAHOE COUNTY, COLORADO

DRAWN BY: E. DAVIS	SCALE: 1" = 150'	R.O.W. FILE NUMBER
CHECKED BY: KD	DATE: 2-15-2022	JOB NUMBER: 21-77,585

EXHIBIT B-1
Aurora Crossroads Metropolitan District Nos. 1 & 2

AMENDED AND RESTATED

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AURORA, COLORADO,

AURORA CROSSROADS METROPOLITAN DISTRICT NO. 1

AND

AURORA CROSSROADS METROPOLITAN DISTRICT NO. 2

THIS AGREEMENT is made and entered into as of this 22nd day of May, 2023, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado (“City”), AURORA CROSSROADS METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (“District No. 1”), and AURORA CROSSROADS METROPOLITAN DISTRICT NO. 2, a quasi-municipal corporation and political subdivision of the State of Colorado (“District No. 2,” and collectively with District No. 1, the “Districts”). The City and the Districts are collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Districts were organized to provide those services and to exercise powers as are more specifically set forth in the District’s Amended and Restated Service Plan approved by the City on June 1, 2020 (“Service Plan”); and

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

WHEREAS, the City and the Districts are parties to an Intergovernmental Agreement dated July 20, 2020 (the “Prior IGA”); and

WHEREAS, on May 9, 2022, the City bifurcated the Service Plan to remove Aurora Crossroads Metropolitan District No. 3 (“District No. 3”); and

WHEREAS, on May 8, 2023, the City approved the First Amendment to the Service Plan the (the “First Amendment”); and

WHEREAS, the City and the Districts have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement (“Agreement”) to remove references to District No. 3 and incorporate changes from the First Amendment.

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 owner's 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 Districts 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 Districts. However, the Districts 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 Districts' 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 Districts 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 Districts 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 Districts 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 Districts 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 Districts 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 Districts 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 boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts 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 Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not any time exceed the Maximum Debt Mill Levy of the Districts.

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 Districts 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 Districts shall not issue Debt in excess of Seventy Million Dollars (\$70,000,000) in the aggregate; provided, however, that any Debt issued by the Districts for ARI Regional Improvements shall not be included within this limitation and shall be subject to the limitations set forth in Section VI of the Service Plan.

11. Fee Limitation. Each of the Districts 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 Districts.

12. Debt Issuance Limitation. The Districts shall not be authorized to incur any indebtedness until such time as the Districts 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 Districts.

13. Monies from Other Governmental Sources. The Districts 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 Districts without any limitation.

14. Consolidation. The Districts shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is within the Districts.

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. Website. When a district is required to have a website in accordance with the requirements of C.R.S. Section 32-1- 104.5, the Districts shall establish, maintain and annually

update a public website or provide information on a shared community website, on which the Districts will timely post all information and documents required by C.R.S. § 32-1- 104.5.

17. Dissolution. Upon an independent determination of the City Council that the purposes for which the Districts were created have been accomplished, the Districts 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 Districts have provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

18. Disclosure to Purchasers. The Districts will use reasonable efforts to assure that all developers of the property located within the Districts provide written notice to all purchasers of property in the Districts regarding the Maximum Debt Mill Levy, as well as a general description of the Districts' authority to impose and collect rates, Fees, tolls and charges. The notice shall conform with the City's standard model disclosure attached as Exhibit D to the Service Plan as may be amended from time to time. The City shall be provided a copy of the notice prior to the initial issuance of the Debt of the Districts imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

19. Service Plan Amendment Requirement. Actions of the Districts 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 Districts.

20. Multiple District Structure. It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts shall enter into an Intergovernmental Agreement which shall govern the relationships between and among the Districts with respect to the financing, construction and operation of the improvements contemplated herein. The Districts will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

21. Annual Report. The Districts 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 Districts has been issued, pursuant to the City Code and containing the information set forth in Section VIII of the Service Plan.

22. Regional Improvements. The Districts 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 Districts shall impose the ARI Mill Levy and shall convey it as follows:

(a) If the Districts 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 Districts 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 Districts 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 Districts 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 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 Districts as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the Districts 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 Districts 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 Districts' 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.

23. Maximum Debt Mill Levy. The “Maximum Debt Mill Levy” shall be the maximum mill levy the Districts are permitted to impose upon the taxable property within the Districts 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.

The Maximum Debt Mill Levy shall not apply to the District’s Operations and Maintenance Mill Levy for the provision of operation and maintenance services to the District’s taxpayers and service users.

24. Maximum Debt Mill Levy Imposition Term. The Districts 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 Districts 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.

25. 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 Districts: Aurora Crossroads Metropolitan District Nos. 1-2
c/o White Bear Ankele Tanaka & Waldron
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Attn: Jennifer Gruber Tanaka, Esq.
Phone: 303-858-1800

To the City: City of Aurora
15151 E. Alameda Pkwy., 5th Floor
Aurora, CO 80012
Attn: Daniel L. 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.

26. 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.

27. 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.

28. 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.

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

30. 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.

31. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions, negotiations, and agreements, including the Prior IGA, regarding the subject matter hereof are merged herein and superseded.

32. 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 Districts 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 Districts and the City shall be for the sole and exclusive benefit of the Districts and the City.

33. 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.

34. 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.

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

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

SIGNATURE PAGES TO INTERGOVERNMENTAL AGREEMENT

AURORA CROSSROADS METROPOLITAN
DISTRICT NO. 1

By: *Otis Moore III*
[Otis Moore III \(Apr 19, 2023 14:59 MDT\)](#)

Officer of the District

Attest:

Megan Waldschmidt
[Megan Waldschmidt \(Apr 13, 2023 13:28 MDT\)](#)

AURORA CROSSROADS METROPOLITAN
DISTRICT NO. 2

By: *Otis Moore III*
[Otis Moore III \(Apr 19, 2023 14:59 MDT\)](#)

Officer of the District

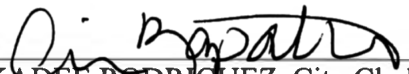
Attest:

Megan Waldschmidt
[Megan Waldschmidt \(Apr 13, 2023 13:28 MDT\)](#)

CITY OF AURORA, COLORADO

By: 
MIKE COFFMAN, Mayor

ATTEST:


~~KADEL RODRIGUEZ, City Clerk~~
Cecilia Zapata, Deputy City Clerk

APPROVED AS TO FORM:


BRIAN J. ROLLA, Assistant City Attorney

EXHIBIT B-2

Aspen Business Park Metropolitan District
Aurora Crossroads Metropolitan District No. 2

INTERGOVERNMENTAL AGREEMENT REGARDING REIMBURSEMENT OF
DISTRICT ELIGIBLE COSTS

This INTERGOVERNMENTAL AGREEMENT REGARDING REIMBURSEMENT OF DISTRICT ELIGIBLE COSTS (the “**Agreement**”) is entered into this 6th day of February 2024, by and between the ASPEN BUSINESS PARK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (“**ABP**”), and the AURORA CROSSROADS METROPOLITAN DISTRICT NO. 2, a quasi-municipal corporation and political subdivision of the State of Colorado (“**ACMD2**”). ABP and ACMD2 are collectively referred to herein as the “**Districts**” and individually as a “**District.**”

RECITALS

WHEREAS, the Districts were duly organized and exist pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S.; and

WHEREAS, on November 13, 2023, the City of Aurora, Colorado approved an Amended and Restated Consolidated Service Plan for Aspen Business Park Metropolitan District, Aurora Crossroads Metropolitan District Nos. 1-2, and Crossroads East Metropolitan District, which consolidated ABP and ACMD2 under a single service plan and encouraged a coordinated development between and among the Districts, Aurora Crossroads Metropolitan District No. 1, and Crossroads East Metropolitan District; and

WHEREAS, on January 2, 2024, in accordance with an Order for Exclusion issued by Arapahoe County District Court, recorded in Arapahoe County at reception number E4000283, ABP excluded 52.81 acres of property (the “**Property**”) from its boundaries; and

WHEREAS, the Property constitutes approximately 96% of the original property located within the ABP property; and

WHEREAS, also on January 2, 2024, in accordance with an Order for Inclusion issued by Arapahoe County District Court, recorded in Arapahoe County at reception number E4000217 and, ACMD2 included the Property into its boundaries; and

WHEREAS, on December 1, 2022, ABP entered into an *Infrastructure Acquisition and Reimbursement Agreement* (the “**IARA**”) with Aspen Capital Partners LLC (the “**Developer**”), which sets forth the procedure for documenting, certifying, and reimbursing the Developer for certain costs related to Public Improvements that may be lawfully funded by the District; and

WHEREAS, the Developer funded certain costs related to the organization of ABP and Public Improvements benefiting the Districts; and

WHEREAS, pursuant to the IARA, ABP agreed to reimburse the Developer for District Eligible Costs, as defined therein, subject to the satisfaction of certain terms and conditions as set forth in the IARA; and

WHEREAS, pursuant to a *Reimbursement Agreement*, dated July 19, 2023 (the “**Reimbursement Agreement**”) the Developer assigned its rights to reimbursement of any District Eligible Costs certified under the IARA to Chicken Loaf LLC (“**CL**”); and

WHEREAS, on September 7, 2023, pursuant to Resolution No. 2023-09-01, ABP accepted costs in an amount of One Hundred Eighty-Six Thousand Four Hundred Nineteen Dollars and Five Cents (\$186,419.05) to be reimbursed to CL (the “**Certified District Eligible Costs**”); and

WHEREAS, the Districts agree that the Certified District Eligible Costs are proper for ACMD2 to assume because the costs incurred thereunder directly benefit the taxpayers located within ACMD2, and that such costs as allocated to ACMD2 are fair and reasonably related to the relative benefit that the residents, property owners and taxpayers of ACMD2 will and have received from the public improvements located within and benefitting such District; and

WHEREAS, ACMD2 issued its Limited Tax General Obligation Bonds, Series 2020A, Subordinate Limited Tax General Obligation Bonds, Series 2020B, and the Second Subordinate General Obligation Limited Tax Bonds, Series 2023C (collectively, the “**Bonds**”) for the purpose of financing the acquisition and construction of public improvements located within and/or benefitting the property located with ACMD2; and

WHEREAS, the Certified District Eligible Costs are related to costs associated with the public improvements located within and/or benefitting the Property now located with ACMD2; and

WHEREAS, the Districts agree that it is in the best interests of the Districts for the advances made to ABP under the IARA be reimbursed by ACMD2 through the use of proceeds of the Bonds; and

WHEREAS, pursuant to §§ 29-1-203, C.R.S., and pursuant to the Colorado Constitution Article XIV, Section 18(2)(a), as amended, the Districts may cooperate or contract with each other to provide any function, service or facility lawfully authorized to each, and any such contract may provide for the sharing of costs, the imposition and collection of taxes, and the incurring of debt; and

WHEREAS, the Districts agree to set forth in this Agreement their understandings and agreements with regard to the payment of the reimbursements to be made under the IARA.

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

TERMS AND CONDITIONS

1. PAYMENT OF REIMBURSEMENTS UNDER IARA. The Districts hereby agree that, because the advances made to ABP under the IARA are related to capital costs associated with the public improvements located within and/or benefitting the property located with ACMD2 for which the Bonds are being issued by ACMD2, that it is proper and appropriate that the

reimbursement of the advances made to ABP under the IARA be paid by ACMD2 from the proceeds of the Bonds, as contemplated under the IARA and assigned under the Reimbursement Agreement. The Districts acknowledge and agree that (i) the reimbursements to be made by ACMD2, pursuant to this Agreement and under the IARA, are in compliance with the terms and conditions set forth in the IARA and the Reimbursement Agreement and (ii) that such reimbursements and allocations are fair and reasonably related to the relative benefit that the residents, property owners, and taxpayers of the Districts receive from the public improvements located within and benefitting such Districts.

2. ASSIGNMENT. The Districts shall not assign this Agreement, or parts thereof, without the express written consent of the other District. Any attempted assignment of this Agreement in whole or in part with respect to which the Districts have not consented, in writing, shall be null and void and of no effect whatsoever.

3. TERM OF AGREEMENT. This Agreement shall be effective as of the date hereof and shall terminate upon payment of all reimbursements due under the IARA or upon written termination signed by the Districts.

4. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the District to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the District to whom it is addressed. Either District may at any time, by giving written notice to the other District as provided in this Section 4 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the Districts at their addresses set forth below:

ABP: Aspen Business Park Metropolitan District
c/o CliftonLarsonAllen
8390 East Crescent Parkway, Suite 300
Attention: Lisa Johnson, District Manager
Phone: (303) 779-5710
E-mail: lisa.johnson@claconnect.com

With a Copy to: WHITE BEAR ANKELE TANAKA & WALDRON
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122
Attention: Jennifer Gruber Tanaka, Esq.
Phone: (303) 858-1800

E-mail: jtanaka@wbapc.com

ACMD2:

Aurora Crossroads Metropolitan District No. 2
c/o CliftonLarsonAllen
8390 East Crescent Parkway, Suite 300
Attention: Lisa Johnson, District Manager
Phone: (303) 779-5710
E-mail: lisa.johnson@claconnect.com

With a Copy to:

WHITE BEAR ANKELE TANAKA & WALDRON
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122
Attention: Jennifer Gruber Tanaka, Esq.
Phone: (303) 858-1800
E-mail: jtanaka@wbapc.com

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

6. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in Arapahoe County District Court. The Districts expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise.

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

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

10. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The Districts do not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Districts expressly understand and agree that ACMD2's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the

Board of Directors of ACMD2 and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by either of the Districts, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of ACMD2 or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of ACMD2 funds. ACMD2's obligations under this Agreement exist subject to annual budgeting and appropriations and shall remain subject to the same for the entire term of this Agreement.

11. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to ACMD2 or ABP, their respective officials, employees, contractors, or agents, or any other person acting on behalf of ACMD2 or ABP and, in particular, governmental immunity afforded or available to ACMD2 and ABP pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

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

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

[Signature pages follow].

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

ABP:

ASPEN BUSINESS PARK
METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

DocuSigned by:
Mark J Witkiewicz
83D9CD4B135F469

Officer of ABP

ATTEST:

DocuSigned by:
Megan Waldschmidt
F31E225E14884C9...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRUP
Attorneys at Law

DocuSigned by:
Jennifer Gruber Tanaka
B8DED0403101403...

General Counsel for ABP

ACMD2:

AURORA CROSSROADS
METROPOLITAN DISTRICT NO. 2, a
quasi-municipal corporation and political
subdivision of the State of Colorado

DocuSigned by:

Mark J Witkiewicz

33D9CD4B135F469

Officer of ACMD2

ATTEST:

DocuSigned by:

Megan Waldschmidt

F31E225E14884C9...

APPROVED AS TO FORM:

Sherman & Howard, LLC

DocuSigned by:

Tiffany Wickman

C7AAD0C48E884E4...

Bond Counsel for ACMD2

EXHIBIT B-3

Aspen Business Park Metropolitan District
Aurora Crossroads Metropolitan District Nos. 1 & 2
Crossroads East Metropolitan District

AMENDED AND RESTATED

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AURORA, COLORADO,

ASPEN BUSINESS PARK METROPOLITAN DISTRICT,

AURORA CROSSROADS METROPOLITAN DISTRICT NO. 1,

AURORA CROSSROADS METROPOLITAN DISTRICT NO. 2,

AND CROSSROADS EAST METROPOLITAN DISTRICT

THIS AGREEMENT is made and entered into as of this 14th day of November, 2023, by and among the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado (“City”), and ASPEN BUSINESS PARK METROPOLITAN DISTRICT, AURORA CROSSROADS METROPOLITAN DISTRICT NO. 1, AURORA CROSSROADS METROPOLITAN DISTRICT NO. 2, and CROSSROADS EAST METROPOLITAN DISTRICT, quasi-municipal corporations and political subdivisions of the State of Colorado (the “Districts”). The City and the Districts are collectively referred to as the Parties.

RECITALS

WHEREAS, the Districts were organized to provide those services and to exercise powers as are more specifically set forth in the Districts’ Service Plan approved by the City on September 25, 2023 (“Service Plan”); and

WHEREAS, the Service Plans make reference to the execution of an intergovernmental agreement between the City and the Districts, as required by the Aurora City Code; and

WHEREAS, the City and the Districts 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 Districts 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 Districts 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 Districts 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 Districts 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 Districts 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 boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts 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 Districts 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 Districts.

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 Districts 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 Districts shall not issue Debt in excess of One Hundred Sixty-One Million Five Hundred Thousand Dollars (\$161,500,000) in the aggregate; provided, however, that any Debt issued by the Districts for ARI Regional Improvements shall not be included within this limitation and shall be subject to the limitations set forth in Section VI of the Service Plan. Notwithstanding anything herein to the contrary, AC District No. 1 shall not issue or incur Debt in excess of Forty-Five Million Dollars (\$45,000,000).

11. Fee Limitation. Each of the Districts 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 Districts.

12. Debt Issuance Limitation. The Districts shall not be authorized to incur any indebtedness until such time as the Districts have 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 Districts.

13. Monies from Other Governmental Sources. The Districts 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 Districts without any limitation.

14. Consolidation. The Districts shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is between or among the Districts.

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. Website. When a district is required to have a website in accordance with the requirements of C.R.S. Section 32-1- 104.5, the District shall establish, maintain and annually update a public website or provide information on a shared community website, on which the District will timely post all information and documents required by C.R.S. § 32-1- 104.5.

17. 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.

18. 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 notice shall conform with the City's standard model disclosure attached as Exhibit D to the Service Plan as may be amended from time to time. The City shall be provided a copy of the notice 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.

19. Service Plan Amendment Requirement. Actions of the Districts which violate the limitations set forth in V.A.1-14 or VII.B-G of the Service Plans 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 Districts.

20. Multiple District Structure. It is anticipated that the Districts, collectively, will undertake the financing and construction of the Public Improvements. The nature of the functions and services to be provided by each District shall be clarified in an intergovernmental agreement between and among the Districts. Such intergovernmental agreement will be designed to help assure the orderly development of the Public Improvements and essential services in accordance with the requirements of the Service Plan. Implementation of such intergovernmental agreement is essential to the orderly implementation of the Service Plan. Accordingly, any determination of any Board to set aside said intergovernmental agreement without the consent of all of the Districts shall be a material modification of the Service Plan. Said intergovernmental agreement may be amended by mutual agreement of the Districts without the need to amend the Service Plan.

21. Annual Report. The Districts 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.

22. Regional Improvements. The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment 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 Taxing Districts shall impose the ARI Mill Levy and shall convey it as follows:

(a) If the Districts have 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 Districts 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 Districts 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 Districts 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 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 Districts as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, any 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 Sections 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 Districts shall cease to be obligated to impose, collect and convey to the appropriate entity, as described above, the revenue from the ARI Mill Levy described in Section VI of the Service Plan at such time as the area within the Districts' 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.

23. 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.

The Maximum Debt Mill Levy shall not apply to the District's Operations and Maintenance Mill Levy for the provision of operation and maintenance services to the District's taxpayers and service users.

24. 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.

25. 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 Districts: Aspen Business Park Metropolitan District
Aurora Crossroads Metropolitan District No. 1
Aurora Crossroads Metropolitan District No. 2
Crossroads East Metropolitan District
c/o White Bear Ankele Tanaka & Waldron
21554 E. Commons Ave., Suite 2000
Attn: Jennifer Gruber Tanaka, Esq.
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 L. 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.

26. 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.

27. Assignment. No 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 all other Parties, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

28. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Parties 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/Parties in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

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

30. 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.

31. 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.

32. 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 Districts 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 Districts and the City shall be for the sole and exclusive benefit of the Districts and the City.

33. 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.

34. 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.

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

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

SIGNATURE PAGES TO INTERGOVERNMENTAL AGREEMENT

ASPEN BUSINESS PARK METROPOLITAN DISTRICT

By: Mark J Witkiewicz
Mark J Witkiewicz (Nov 14, 2023 10:14 MST)

President

Attest:

Megan Waldschmidt
Megan Waldschmidt (Nov 14, 2023 10:46 MST)

Secretary

AURORA CROSSROADS METROPOLITAN DISTRICT NO. 1

By: Mark J Witkiewicz
Mark J Witkiewicz (Nov 14, 2023 10:14 MST)

President

Attest:

Megan Waldschmidt
Megan Waldschmidt (Nov 14, 2023 10:46 MST)

Secretary

AURORA CROSSROADS METROPOLITAN DISTRICT NO. 2

By: Mark J Witkiewicz
Mark J Witkiewicz (Nov 14, 2023 10:14 MST)

President

Attest:

Megan Waldschmidt
Megan Waldschmidt (Nov 14, 2023 10:46 MST)

Secretary

CROSSROADS EAST METROPOLITAN DISTRICT

By: Mark J Witkiewicz
Mark J Witkiewicz (Nov 14, 2023 10:14 MST)
President

Attest:

Megan Waldschmidt
Megan Waldschmidt (Nov 14, 2023 10:46 MST)
Secretary

CITY OF AURORA, COLORADO

By: [Signature]
MIKE COFFMAN, Mayor

ATTEST:

[Signature]
KADEE RODRIGUEZ, City Clerk - Deputy
Cecilia Zapata



APPROVED AS TO FORM:

[Signature]
BRIAN J. RULLA, Assistant City Attorney

RESOLUTION NO. R2023 - 111

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE AMENDED AND RESTATED CONSOLIDATED SERVICE PLAN FOR ASPEN BUSINESS PARK METROPOLITAN DISTRICT, AURORA CROSSROADS METROPOLITAN DISTRICT NOS. 1-2, AND CROSSROADS EAST METROPOLITAN DISTRICT AND APPROVING AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND THE DISTRICTS

WHEREAS, the City Council (the “Council”) of the City of Aurora, Colorado (the “City”), has adopted Chapter 122 of the City’s Municipal Code (the “Code”), which Chapter establishes procedures for the review and approval of proposals to modify service plans for Title 32 special districts located within the City’s boundaries; and

WHEREAS, the City Council previously approved Service Plans and Intergovernmental Agreements for Aspen Business Park Metropolitan District, Aurora Crossroads Metropolitan District Nos. 1-2, and Crossroads East Metropolitan District (the “Districts”) and (the “Service Plans”); and

WHEREAS, the Districts currently exist and operate under these separate Service Plans; and

WHEREAS, the Boards of Directors for the Districts are seeking to consolidate the Districts under a single service plan; and

WHEREAS, the Boards of Directors for the Districts are further seeking to expand the Inclusion Area of the Districts; and

WHEREAS, the Boards of Directors for the Districts also wish to amend provisions of the Service Plan to facilitate the issuance of Debt sufficient to finance the public improvements necessary to support the Service Area; and

WHEREAS, the property located within the Districts is entirely commercial and there are no residents; and

WHEREAS, Westside Investment Partners, Inc., and its affiliates own all of the property located in the Aspen Business Park Metropolitan District and Crossroads East Metropolitan District, as well as some of the property in the Aurora Crossroads Metropolitan District Nos. 1-2; and

WHEREAS, uniting these projects under a single service plan will encourage coordination in the development of the area and allow for the most effective use of resources; and

WHEREAS, pursuant to Section 32-1-207, C.R.S., as amended, and Section 122-36 of the City Code, the Amended and Restated Consolidated Service Plan for Aspen Business Park

Metropolitan District, Aurora Crossroads Metropolitan District Nos. 1-2, and Crossroads East Metropolitan District (the “Amended and Restated Consolidated Service Plan”) has been submitted to the City Council; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, and Chapter 122 of the City Code, the City Council held a public hearing on the Amended and Restated Consolidated Service Plan for the Districts; and

WHEREAS, notice of the hearing before the City Council was duly published in a newspaper of general circulation within the City and the Districts, as required by law, and mailed to owners of record of all property within the Districts, to the Division of Local Government, and to the governing body of each municipality and title 32 district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the City Council has considered the Amended and Restated Consolidated Service Plan for the Districts and all other testimony and evidence presented at the hearing; and

WHEREAS, City Council finds that the Amended and Restated Consolidated Service Plan for the Districts is in the best interests of both the City and the Districts’ taxpayers; and

WHEREAS, the City Council finds that the Amended and Restated Consolidated Service Plan for the Districts should be approved unconditionally, as permitted by Section 32-1-207, C.R.S., as amended, and Section 122-36 of the City Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, THAT:

Section 1. The City Council hereby finds and determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, and Chapter 122-36 of the City Code relating to the filing of the Amended and Restated Consolidated Service Plan for the Districts have been fulfilled and that notice of the hearing was given in the time and manner required by law;

Section 2. All pertinent facts, matters, and issues were submitted at the public hearing, all interested parties were heard or had the opportunity to be heard, and evidence satisfactory to the City Council of each of the following was presented:

- a. There is still sufficient existing and projected need for organized service in the area served by the Districts;
- b. The existing service in the area served by the Districts remains inadequate for present and projected needs;
- c. The Districts are capable of providing economical and sufficient services to the area within its boundaries;

- d. The area included within the Districts has, or will have, the financial ability to discharge the indebtedness proposed by the First Amendment to the Amended and Restated Service Plan on a reasonable basis;
- e. Adequate service is not, or will not be, available to the area through the City, county, or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis;
- f. The facility and service standards of the Districts are compatible with the facility and service standards of the City;
- g. The Amended and Restated Consolidated Service Plan is in substantial compliance with the comprehensive plan adopted by the City;
- h. The Amended and Restated Consolidated Service Plan is in compliance with any duly-adopted City, regional, or state long-range water quality management plan for the area; and
- i. The Amended and Restated Consolidated Service Plan is in the best interests of the area served by the District.

Section 3. The Amended and Restated Consolidated Service Plan is hereby approved as submitted.

Section 4. The Mayor and the City Clerk are hereby authorized to execute, on behalf of the City, the IGA in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.


Section 5. This Resolution shall be filed in the records of the City Clerk and a certified copy thereof submitted to the Districts.

Section 6. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

RESOLVED AND PASSED this 13th day of November, 2023.


 MIKE COFFMAN, Mayor

ATTEST:


KADEE RODRIGUEZ, City Clerk



APPROVED AS TO FORM:

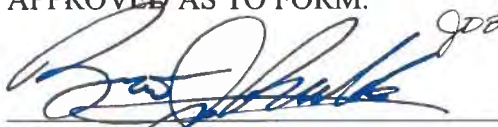

BRIAN J. RULLA, Assistant City Attorney

EXHIBIT B-4

Aspen Business Park Metropolitan District
Aurora Crossroads Metropolitan District Nos. 1 & 2
Crossroads East Metropolitan District

AURORA REGIONAL IMPROVEMENT AUTHORITY NO. 5
FIFTH AMENDMENT TO ESTABLISHMENT AGREEMENT

THIS FIFTH AMENDMENT TO ESTABLISHMENT AGREEMENT (“**Fifth Amendment**”), is entered into as of the 27th day of June, 2023, by and among the City of Aurora, Colorado, a political subdivision and municipal corporation of the Counties of Adams, Arapahoe, and Douglas and of the State of Colorado (“**Aurora**”), and each of the metropolitan districts that are signatories hereto, all of which are quasi-municipal corporations and political subdivisions of the State of Colorado (each a “**District**” or collectively the “**Districts**”). All signatories hereto are referred to herein as the “**Parties**” and individually as “**Party**.”

RECITALS

WHEREAS, Aurora is a municipal corporation and political subdivision of the State of Colorado created pursuant to Article XX of the Constitution of the State of Colorado, charged under the Constitution of the State of Colorado with the performance of municipal functions, duties and obligations; and

WHEREAS, Cornerstar Metropolitan District (“**Cornerstar**”), Eagle’s Nest Metropolitan District (“**Eagle’s Nest**”) and Aurora Crossroads Metropolitan District Nos. 1-3 (Aurora Crossroads Metropolitan District No. 3 is now known as Crossroads East Metropolitan District) (collectively, “**Aurora Crossroads**”) entered into that Aurora Regional Improvement Authority No. 5 Establishment Agreement, dated November 10, 2008 (the “**Original Agreement**”), and Aurora was offered the opportunity to join the authority, but has not; and

WHEREAS, by a first amendment to the Original Agreement, dated September 13, 2012 (the “**First Amendment**”), the Wheatlands Metropolitan District (“**Wheatlands**”) became a member of the Aurora Regional Improvement Authority No. 5; and

WHEREAS, Wheatlands withdrew from the Aurora Regional Improvement Authority No. 5, effective March 24, 2017; and

WHEREAS, by a second amendment to the Original Agreement, dated November 15, 2018 (“**Second Amendment**”), Iliff Commons Metropolitan District No. 3 (“**Iliff Commons #3**”) and Murphy Creek Metropolitan District Nos. 1, 2, 4 and 5 (collectively, “**Murphy Creek**”), became members of the Aurora Regional Improvement Authority No. 5; and

WHEREAS, by a third amendment to the Original Agreement, dated October 9, 2019 (“**Third Amendment**”), Iliff Commons Metropolitan District No. 2 (“**Iliff Commons #2**”) became a member of the Aurora Regional Improvement Authority No. 5; and

WHEREAS, by a fourth amendment to the Original Agreement, dated November 9, 2023 (“**Fourth Amendment**”), Yale Metropolitan District Nos. 1-3 (“**Yale**”) became members of the of the Aurora Regional Improvement Authority No. 5; and

WHEREAS, collectively, the Original Agreement, the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment shall be referred to herein as the

“**Agreement;**” and

WHEREAS, Cielo Colorado Metropolitan District and Aspen Business Park Metropolitan District desire to be added to the Agreement and to become members of the Aurora Regional Improvement Authority No. 5; and

WHEREAS, it is deemed in the best interests of the Parties and for the public health, safety, convenience, and welfare of the residents of the Aurora and the Districts that the Parties enter into the Agreement and this Amendment to enable the Authority to provide the services necessary to acquire, construct, finance, maintain, manage, promote and implement Regional Improvements that may be identified and agreed upon by the Parties from time to time.

NOW, THEREFORE, in consideration of the mutual covenants, obligations, and conditions expressed herein, it is agreed by and between the Parties hereto, as follows:

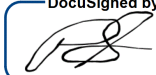
1. Pursuant to Section 2.3 of the Agreement, the Parties hereby add Cielo Colorado Metropolitan District and Aspen Business Park Metropolitan District as members of the Aurora Regional Improvement Authority No. 5, and Cielo Colorado Metropolitan District and Aspen Business Park Metropolitan District agree to be bound by the Agreement.

This Fifth Amendment may be executed in counterparts, each of which shall be considered an original, and together shall be considered a whole.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused this Fifth Amendment to be executed as of the day and year first hereinabove written.

CORNERSTAR METROPOLITAN DISTRICT

DocuSigned by:


Officer of the District

ATTEST:

DocuSigned by:

C181F2841E0C452...

EAGLE'S NEST METROPOLITAN DISTRICT

Officer of the District

ATTEST:

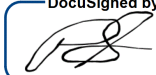
AURORA CROSSROADS METROPOLITAN DISTRICT NO. 1

Officer of the District

ATTEST:

IN WITNESS WHEREOF, the Parties hereto have caused this Fifth Amendment to be executed as of the day and year first hereinabove written.

CORNERSTAR METROPOLITAN DISTRICT

DocuSigned by:


Officer of the District

ATTEST:

DocuSigned by:

C181F2841E0C452...

EAGLE'S NEST METROPOLITAN DISTRICT

Mark DeRose
Mark DeRose (Jan 11, 2024 16:25 MST)

Officer of the District

ATTEST:

John A Jagger
John A Jagger (Jan 9, 2024 12:01 MST)

AURORA CROSSROADS METROPOLITAN DISTRICT NO. 1

Officer of the District

ATTEST:

IN WITNESS WHEREOF, the Parties hereto have caused this Fifth Amendment to be executed as of the day and year first hereinabove written.

CORNERSTAR METROPOLITAN DISTRICT

Officer of the District

ATTEST:

EAGLE'S NEST METROPOLITAN DISTRICT

Officer of the District

ATTEST:

AURORA CROSSROADS METROPOLITAN DISTRICT NO. 1

DocuSigned by:
Mark Witkiewicz
83D9CB4B115F469...

Officer of the District

ATTEST:

DocuSigned by:
MW
F34E225E44884C9...

AURORA CROSSROADS METROPOLITAN DISTRICT NO. 2

DocuSigned by:

Mark Witkiewicz

83D9CD4B115F469...

Officer of the District

ATTEST:

DocuSigned by:

[Signature]

F31E225E14884C9...

CROSSROADS EAST METROPOLITAN DISTRICT

DocuSigned by:

Mark Witkiewicz

83D9CD4B115F469...

Officer of the District

ATTEST:

DocuSigned by:

[Signature]

4C35ED159C8044C...

ILIFF COMMONS METROPOLITAN DISTRICT NO. 2

Officer of the District

ATTEST:

AURORA CROSSROADS METROPOLITAN DISTRICT NO. 2

Officer of the District

ATTEST:

CROSSROADS EAST METROPOLITAN DISTRICT

Officer of the District

ATTEST:

ILIFF COMMONS METROPOLITAN DISTRICT NO. 2

Joanne Kleinstein
Joanne Kleinstein (Dec 11, 2023 11:54 MST)

Officer of the District

ATTEST:

Evan Schroeder
Evan Schroeder (Dec 11, 2023 13:32 MST)

ILIFF COMMONS METROPOLITAN DISTRICT
NO. 3

Cathy Bona
Cathy Bona (Dec 1, 2023 19:32 MST)

Officer of the District

ATTEST:

D. D. Dietrich
D. D. Dietrich (Dec 6, 2023 08:41 MST)

MURPHY CREEK METROPOLITAN DISTRICT
NO. 1

Tanya Alpert

Officer of the District

ATTEST:

Rodney Alpert
Rodney Alpert (Jul 27, 2023 12:11 MDT)

MURPHY CREEK METROPOLITAN DISTRICT
NO. 2

Tanya Alpert

Officer of the District

ATTEST:

Rodney Alpert
Rodney Alpert (Jul 27, 2023 12:11 MDT)

MURPHY CREEK METROPOLITAN DISTRICT
NO. 4

Rodney Alpert
Rodney Alpert (Jul 27, 2023 12:11 MDT)

Officer of the District

ATTEST:

Michael Alpert
Michael Alpert (Jul 27, 2023 09:21 MDT)

MURPHY CREEK METROPOLITAN DISTRICT
NO. 5

Tanya Alpert

Officer of the District

ATTEST:

Rodney Alpert
Rodney Alpert (Jul 27, 2023 12:11 MDT)

YALE METROPOLITAN DISTRICT NO. 1

Brian Alpert

Officer of the District

ATTEST:

Alexandria Myers

YALE METROPOLITAN DISTRICT NO. 2

Brian Alpert

Officer of the District

ATTEST:

Alexandria Myers

YALE METROPOLITAN DISTRICT NO. 3

Brian Alpert

Officer of the District

ATTEST:

Alexandria Myers

CIELO COLORADO METROPOLITAN DISTRICT

John Walsh

John Walsh (Jun 28, 2023 21:59 EDT)

Officer of the District

ATTEST:

Grant Dupart

Grant Dupart (Jun 27, 2023 15:53 MDT)

ASPEN BUSINESS PARK METROPOLITAN
DISTRICT

James D Cochran

Officer of the District

EXHIBIT C
2024 ADOPTED BUDGETS

Aurora Crossroads Metropolitan District Nos. 1 & 2
Crossroads East Metropolitan District
Aspen Business Park Metropolitan District

LETTER OF BUDGET TRANSMITTAL

Date: January 26, 2024

To: Division of Local Government
1313 Sherman Street, Room 521
Denver, Colorado 80203

Attached are the 2024 budget and budget message for ASPEN BUSINESS PARK METROPOLITAN DISTRICT in Arapahoe County, Colorado, submitted pursuant to Section 29-1-113, C.R.S. This budget was adopted on November 15, 2023. If there are any questions on the budget, please contact:

Lisa Johnson, District Manager
CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111
Telephone number: 303-779-5710
Lisa.Johnson@claconnect.com

I, Lisa Johnson, District Manager of the ASPEN BUSINESS PARK METROPOLITAN DISTRICT hereby certify that the attached is a true and correct copy of the 2024 budget.

By: 

Lisa Johnson, District Manager

RESOLUTION NO. 2023-11-02

**RESOLUTION
ADOPTING BUDGET, APPROPRIATING FUNDS AND CERTIFYING MILL LEVIES
FOR THE CALENDAR YEAR 2024**

The Board of Directors of Aspen Business Park Metropolitan District (the “**Board**”), City of Aurora, Arapahoe County, Colorado (the “**District**”), held a special meeting, via teleconference on November 15, 2023, at the hour of 2:00 p.m.

Prior to the meeting, each of the directors was notified of the date, time, and place of the budget meeting and the purpose for which it was called, and a notice of the meeting was posted or published in accordance with § 29-1-106, C.R.S.

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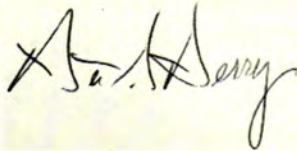
NOTICE AS TO PROPOSED 2024 BUDGET

SENTINEL
PROOF OF PUBLICATION


STATE OF COLORADO
COUNTY OF ARAPAHOE }ss.

I DAVID PERRY, do solemnly swear that I am the PUBLISHER of the SENTINEL; that the same is a weekly newspaper published in the Counties of Arapahoe, Adams, and Denver, State of Colorado and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said Counties of Arapahoe, Adams and Denver for a period of more than fifty-two consecutive weeks prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States mails as second-class matter under the provisions of the Act of March 30, 1923, entitled "Legal Notices and Advertisements," or any amendments thereof, and that said newspaper is a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.
That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said weekly newspaper for the period 1 of consecutive insertions; and that the first publication of said notice was in the issue of said newspaper dated November 9 A.D. 2023 and that the last publication of said notice was in the issue of said newspaper dated November 9 A.D. 2023.

I witness whereof I have hereunto set my hand this 9th day of November A.D. 2023.



Subscribed and sworn to before me, a notary public in the County of Arapahoe, State of Colorado, this 9th day of November A.D. 2023.



Notary Public



NOTICE OF PUBLIC HEARING
ON THE PROPOSED 2024 BUDGET
AND NOTICE OF PUBLIC HEARING
ON THE AMENDED 2023 BUDGET

The Board of Directors (the "Board") of the ASPEN BUSINESS PARK METROPOLITAN DISTRICT (the "District"), will hold a public hearing via teleconference on November 15, 2023 at 2:00 p.m., to consider adoption of the District's proposed 2024 budget (the "Proposed Budget"), and, if necessary, adoption of an amendment to the 2023 budget (the "Amended Budget"). The public hearing may be joined using the following teleconference information: <https://us06web.zoom.us/j/84230607963?pwd=Eee23BNWrkspGUBXNTK4dqoD046yb.1>

Meeting ID: 842 3060 7963
Passcode: 471838
Call: 720 707 2699

The Proposed Budget and Amended Budget are available for inspection by the public at the offices of Simmons & Wheeler, 304 Inverness Way S #490, Englewood, CO 80112.

Any interested elector of the District may file any objections to the Proposed Budget and Amended Budget at any time prior to the final adoption of the Proposed Budget or the Amended Budget by the Board.

The agenda for any meeting may be obtained at <https://aspensparkmetro-district.com/> or by calling (303) 858-1800.

BY ORDER OF THE BOARD OF DIRECTORS:
ASPEN BUSINESS PARK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado
/s/ WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

Publication: November 9, 2023
Sentinel

WHEREAS, the Board has designated its accountant to prepare and submit a proposed budget to the Board in accordance with Colorado law; and

WHEREAS, the proposed budget has been submitted to the Board for its review and consideration; and

WHEREAS, upon due and proper notice, provided in accordance with Colorado law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held and interested electors were given the opportunity to register their protest to the proposed budget prior to the adoption of the budget by the Board.

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

Section 1. Adoption of Budget. The budget attached hereto and incorporated herein is approved and adopted as the budget of the District for fiscal year 2024. In the event of recertification of values by the County Assessor's Office after the date of adoption hereof, staff is hereby directed to modify and/or adjust the budget and certification to reflect the recertification without the need for additional Board authorization. Any such modification to the budget or certification as contemplated by this Section 1 shall be deemed ratified by the Board.

Section 2. Levy for General Operating Expenses. For the purpose of meeting all general operating expenses of the District during the 2024 budget year, there is hereby levied a tax of 0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 3. Levy for Debt Service Obligations. For the purposes of meeting all debt service obligations of the District during the 2024 budget year, there is hereby levied a tax of 0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 4. Levy for Contractual Obligation Expenses. For the purposes of meeting all contractual obligations of the District during the 2024 budget year, there is hereby levied a tax of 0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 5. Levy for Capital Project Expenses. For the purposes of meeting all capital project obligations of the District during the 2024 budget year, there is hereby levied a tax of 0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 6. Mill Levy Adjustment. When developing the attached budget, consideration was given to any changes in the method of calculating assessed valuation, including any changes to the assessment ratios, or any constitutionally mandated tax credit, cut or abatement, as authorized in the District's service plan. The Board hereby determines in good faith (such determination to be binding and final), that to the extent possible, the adjustments to the mill levies made to account for changes in Colorado law described in the prior sentence, and the actual tax revenues generated by the mill levies, are neither diminished nor enhanced as a result of those changes.

Section 7. Certification to County Commissioners. The Board directs its legal counsel, manager, accountant or other designee to certify to the Board of County Commissioners of Arapahoe County, Colorado the mill levies for the District as set forth herein. Such certification shall be in compliance with the requirements of Colorado law.

Section 8. Appropriations. The amounts set forth as expenditures in the budget attached hereto are hereby appropriated.

Section 9. Filing of Budget and Budget Message. The Board hereby directs its legal counsel, manager or other designee to file a certified copy of the adopted budget resolution, the budget and budget message with the Division of Local Government by January 30 of the ensuing year.

Section 10. Budget Certification. The budget shall be certified by a member of the District, or a person appointed by the District, and made a part of the public records of the District.

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ADOPTED NOVEMBER 15, 2023

DISTRICT:

ASPEN BUSINESS PARK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
Officer of the District

DocuSigned by:
Mark J Witkiewicz
F31E225E14884C9...

Attest:

By: _____
General Counsel to the District

DocuSigned by:
Megan Waldschmidt
F31E225E14884C9...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

DocuSigned by:
Jennifer Gruber Tanaka
F31E225E14884C9...

STATE OF COLORADO
COUNTY OF ARAPAHOE
ASPEN BUSINESS PARK METROPOLITAN DISTRICT

I hereby certify that the foregoing resolution constitutes a true and correct copy of the record of proceedings of the Board adopted by a majority of the Board at a District meeting held via teleconference on November 15, 2023, as recorded in the official record of the proceedings of the District.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 15th day of November, 2023.

Signature _____

DocuSigned by:
Megan Waldschmidt
F31E225E14884C9...

EXHIBIT A
BUDGET DOCUMENT
BUDGET MESSAGE

**ASPEN BUSINESS PARK METROPOLITAN DISTRICT
2024
BUDGET MESSAGE**

Attached please find a copy of the adopted 2024 budget for the Aspen Business Park Metropolitan District.

The Aspen Business Park Metropolitan District has adopted a budget for a General Fund to provide for the payment of general operating expenditures.

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

The primary sources of revenue for the district in 2024 will be developer advances. The district does not intend to impose a mill levy on all property within the district for 2024.

Aspen Business Park Metropolitan District
Adopted Budget
General Fund
For the Year ended December 31, 2024

	Actual <u>2022</u>	Adopted Budget <u>2023</u>	Actual <u>6/30/2023</u>	Estimate <u>2023</u>	Adopted Budget <u>2024</u>
Beginning fund balance	\$ -	\$ 2,663	\$ -	\$ -	\$ -
Revenues:					
Developer advances	-	52,000	-	13,400	52,000
Total revenues	-	52,000	-	13,400	52,000
Total funds available	-	54,663	-	13,400	52,000
Expenditures:					
Accounting/audit	-	15,700	-	1,000	15,700
Election	-	8,000	-	-	8,000
Insurance/SDA dues	-	2,500	-	1,500	2,500
Legal	-	20,000	-	10,000	20,000
Miscellaneous	-	-	-	900	-
Contingency	-	2,500	-	-	4,339
Emergency reserve (3%)	-	1,461	-	-	1,461
Total expenditures	-	50,161	-	13,400	52,000
Ending fund balance	\$ -	\$ 4,502	\$ -	\$ -	\$ -
Assessed valuation	\$ -	\$ 2,559	\$ -	\$ -	\$ 1,889
Mill Levy	-	-	-	-	-

CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments

TO: County Commissioners¹ of Arapahoe County, Colorado.

On behalf of the Aspen Business Park Metropolitan District,
 (taxing entity)^A

the Board of Directors,
 (governing body)^B

of the Aspen Business Park Metropolitan District,
 (local government)^C

Hereby officially certifies the following mills to be levied against the taxing entity's GROSS \$ 1,889 assessed valuation of: (GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG 57^E)

Note: If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area^F the tax levies must be calculated using the NET AV. The taxing entity's total property tax revenue will be derived from the mill levy multiplied against the NET assessed valuation of: 1,889 (NET^G assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)
USE VALUE FROM FINAL CERTIFICATION OF VALUATION PROVIDED BY ASSESSOR NO LATER THAN DECEMBER 10

Submitted: _____ for budget/fiscal year 2024.
 (not later than Dec. 15) (mm/dd/yyyy) (yyyy)

PURPOSE (see end notes for definitions and examples)	LEVY ²	REVENUE ²
1. General Operating Expenses ^H	<u>0.000</u> mills	\$ <u>0</u>
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction ^I	< _____ > mills	\$ < _____ >
SUBTOTAL FOR GENERAL OPERATING:	0.000 mills	\$ 0
3. General Obligation Bonds and Interest ^J	_____ mills	\$ _____
4. Contractual Obligations ^K	_____ mills	\$ _____
5. Capital Expenditures ^L	_____ mills	\$ _____
6. Refunds/Abatements ^M	_____ mills	\$ _____
7. Other ^N (specify): _____	_____ mills	\$ _____
_____	_____ mills	\$ _____
TOTAL: [Sum of General Operating Subtotal and Lines 3 to 7]	0.000 mills	\$ 0

Contact person: _____ Daytime phone: (303) 689-0833
 (print) Diane K Wheeler
 Signed: Diane K Wheeler Title: District Accountant

Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 866-2156.

¹ If the taxing entity's boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.
² Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's final certification of valuation).

CERTIFICATION OF TAX LEVIES, continued

THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.).

Taxing entities that are Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:

BONDS^J:

1. Purpose of Issue: _____
 Series: _____
 Date of Issue: _____
 Coupon Rate: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

2. Purpose of Issue: _____
 Series: _____
 Date of Issue: _____
 Coupon Rate: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

CONTRACTS^K:

3. Purpose of Contract: _____
 Title: _____
 Date: _____
 Principal Amount: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

4. Purpose of Contract: _____
 Title: _____
 Date: _____
 Principal Amount: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.

Certificate Of Completion

Envelope Id: B8C9A02383864B0AB8617EF4DCEA3EA0	Status: Completed
Subject: Complete with DocuSign: Aspen Business Park MD - 2024 Budget and Resolution (exec copy).pdf	
Client Name: Aspen Business Park MD	
Client Number: A835332	
Source Envelope:	
Document Pages: 12	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Cindy Jenkins
Time Zone: (UTC-06:00) Central Time (US & Canada)	220 S 6th St Ste 300
	Minneapolis, MN 55402-1418
	Cindy.Jenkins@claconnect.com
	IP Address: 73.229.160.48

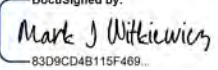
Record Tracking

Status: Original	Holder: Cindy Jenkins	Location: DocuSign
1/24/2024 11:50:48 AM	Cindy.Jenkins@claconnect.com	

Signer Events

Mark J Witkiewicz
markw@westsideinv.com
President
Security Level: Email, Account Authentication (None)

Signature

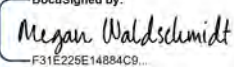
DocuSigned by:

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Signature Adoption: Pre-selected Style
Using IP Address: 96.93.223.173

Timestamp

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Viewed: 1/24/2024 11:59:25 AM
Signed: 1/24/2024 11:59:37 AM

Electronic Record and Signature Disclosure:
Accepted: 1/24/2024 11:59:25 AM
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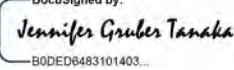
Megan Waldschmidt
meganw@westsideinv.com
Secretary
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Signature Adoption: Pre-selected Style
Using IP Address: 96.93.223.173

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Signed: 1/25/2024 10:09:57 AM

Electronic Record and Signature Disclosure:
Accepted: 1/25/2024 10:09:50 AM
ID: f273bf24-1907-4992-8621-cc813f2711d5

Jennifer Gruber Tanaka
jtanaka@wbapc.com
Security Level: Email, Account Authentication (None)

DocuSigned by:

B0DED8483101403...
Signature Adoption: Pre-selected Style
Using IP Address: 104.28.50.110
Signed using mobile

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Viewed: 1/25/2024 10:11:26 AM
Signed: 1/25/2024 10:11:37 AM

Electronic Record and Signature Disclosure:
Accepted: 1/25/2024 10:11:26 AM
ID: 9f99cfd9-3585-4de5-b288-edb857a6a5e8

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/24/2024 11:55:35 AM
Certified Delivered	Security Checked	1/25/2024 10:11:26 AM
Signing Complete	Security Checked	1/25/2024 10:11:37 AM
Completed	Security Checked	1/25/2024 10:11:37 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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LETTER OF BUDGET TRANSMITTAL

Date: January 26, 2024

To: Division of Local Government
1313 Sherman Street, Room 521
Denver, Colorado 80203

Attached are the 2024 budget and budget message for AURORA CROSSROADS METROPOLITAN DISTRICT NO. 1 in Arapahoe County, Colorado, submitted pursuant to Section 29-1-113, C.R.S. This budget was adopted on November 15, 2023. If there are any questions on the budget, please contact:

Lisa Johnson, District Manager
CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111
Telephone number: 303-779-5710
Lisa.Johnson@claconnect.com

I, Lisa Johnson, District Manager of the AURORA CROSSROADS METROPOLITAN DISTRICT NO. 1 hereby certify that the attached is a true and correct copy of the 2024 budget.

By: 

Lisa Johnson, District Manager

RESOLUTION NO. 2023-11-03

**RESOLUTION
ADOPTING BUDGET, APPROPRIATING FUNDS AND CERTIFYING MILL LEVIES
FOR THE CALENDAR YEAR 2024**

The Board of Directors of Aurora Crossroads Metropolitan District No. 1 (the “**Board**”), City of Aurora, Arapahoe County, Colorado (the “**District**”), held a special meeting, via teleconference on November 15, 2023, at the hour of 2:00 p.m.

Prior to the meeting, each of the directors was notified of the date, time, and place of the budget meeting and the purpose for which it was called, and a notice of the meeting was posted or published in accordance with § 29-1-106, C.R.S.

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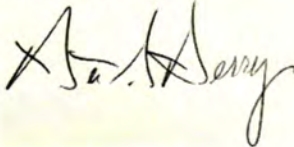
NOTICE AS TO PROPOSED 2024 BUDGET

SENTINEL
PROOF OF PUBLICATION

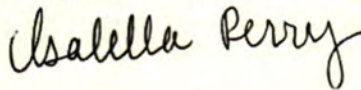
STATE OF COLORADO
COUNTY OF ARAPAHOE }ss.

I DAVID PERRY, do solemnly swear that I am the PUBLISHER of the SENTINEL; that the same is a weekly newspaper published in the Counties of Arapahoe, Adams, and Denver, State of Colorado and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said Counties of Arapahoe, Adams and Denver for a period of more than fifty-two consecutive weeks prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States mails as second-class matter under the provisions of the Act of March 30, 1923, entitled "Legal Notices and Advertisements," or any amendments thereof, and that said newspaper is a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.
That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said weekly newspaper for the period 1 of consecutive insertions; and that the first publication of said notice was in the issue of said newspaper dated November 9 A.D. 2023 and that the last publication of said notice was in the issue of said newspaper dated November 9 A.D. 2023.

I witness whereof I have hereunto set my hand this 9th day of November A.D. 2023.



Subscribed and sworn to before me, a notary public in the County of Arapahoe, State of Colorado, this 9th day of November A.D. 2023.



Notary Public



NOTICE OF PUBLIC HEARING
ON THE PROPOSED 2024 BUDGETS
AND NOTICE OF PUBLIC HEARING
ON THE AMENDED 2023 BUDGETS

The Boards of Directors (collectively the "Boards") of the AURORA CROSSROADS METROPOLITAN DISTRICT NOS. 1 & 2 AND CROSSORAD EAST METROPOLITAN DISTRICT (collectively the "Districts"), will hold a public hearing via teleconference on November 15, 2023 at 2:00 p.m., to consider adoption of the Districts' proposed 2024 budgets (the "Proposed Budgets"), and, if necessary, adoption of an amendment to the 2023 budgets (the "Amended Budgets"). This public hearing may be joined using the following teleconference information:
<https://us06web.zoom.us/j/84230607963?pwd=Eee23BNWrkspGUBXNTK4dqdo046yb.1>

Meeting ID: 842 3060 7963
Passcode: 471838
Call: 720 707 2699

The Proposed Budgets and Amended Budgets are available for inspection by the public at the offices of Simmons & Wheeler, 304 Inverness Way S #490, Englewood, CO 80112.

Any interested elector of the Districts may file any objections to the Proposed Budgets and Amended Budgets at any time prior to the final adoption of the Proposed Budgets or the Amended Budgets by the Boards.

The agenda for any meeting may be obtained at <https://auroracrossroadsmetrodistrict.org/> or by calling (303) 858-1800.

BY ORDER OF THE BOARDS OF DIRECTORS:
AURORA CROSSROADS METROPOLITAN DISTRICT NOS. 1 & 2 AND CROSSORAD EAST METROPOLITAN DISTRICT, quasi-municipal corporations and political subdivisions of the State of Colorado
/s/ WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

Publication: November 9, 2023
Sentinel

WHEREAS, the Board has designated its accountant to prepare and submit a proposed budget to the Board in accordance with Colorado law; and

WHEREAS, the proposed budget has been submitted to the Board for its review and consideration; and

WHEREAS, upon due and proper notice, provided in accordance with Colorado law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held and interested electors were given the opportunity to register their protest to the proposed budget prior to the adoption of the budget by the Board.

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

Section 1. Adoption of Budget. The budget attached hereto and incorporated herein is approved and adopted as the budget of the District for fiscal year 2024. In the event of recertification of values by the County Assessor's Office after the date of adoption hereof, staff is hereby directed to modify and/or adjust the budget and certification to reflect the recertification without the need for additional Board authorization. Any such modification to the budget or certification as contemplated by this Section 1 shall be deemed ratified by the Board.

Section 2. Levy for General Operating Expenses. For the purpose of meeting all general operating expenses of the District during the 2024 budget year, there is hereby levied a tax of 0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 3. Levy for Debt Service Obligations. For the purposes of meeting all debt service obligations of the District during the 2024 budget year, there is hereby levied a tax of 0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 4. Levy for Contractual Obligation Expenses. For the purposes of meeting all contractual obligations of the District during the 2024 budget year, there is hereby levied a tax of 0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 5. Levy for Capital Project Expenses. For the purposes of meeting all capital project obligations of the District during the 2024 budget year, there is hereby levied a tax of 0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 6. Mill Levy Adjustment. When developing the attached budget, consideration was given to any changes in the method of calculating assessed valuation, including any changes to the assessment ratios, or any constitutionally mandated tax credit, cut or abatement, as authorized in the District's service plan. The Board hereby determines in good faith (such determination to be binding and final), that to the extent possible, the adjustments to the mill levies made to account for changes in Colorado law described in the prior sentence, and the actual tax revenues generated by the mill levies, are neither diminished nor enhanced as a result of those changes.

Section 7. Certification to County Commissioners. The Board directs its legal counsel, manager, accountant or other designee to certify to the Board of County Commissioners of Arapahoe County, Colorado the mill levies for the District as set forth herein. Such certification shall be in compliance with the requirements of Colorado law.

Section 8. Appropriations. The amounts set forth as expenditures in the budget attached hereto are hereby appropriated.

Section 9. Filing of Budget and Budget Message. The Board hereby directs its legal counsel, manager or other designee to file a certified copy of the adopted budget resolution, the budget and budget message with the Division of Local Government by January 30 of the ensuing year.

Section 10. Budget Certification. The budget shall be certified by a member of the District, or a person appointed by the District, and made a part of the public records of the District.

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ADOPTED NOVEMBER 15, 2023

DISTRICT:

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

By: _____
Officer of the District

DocuSigned by:
Mark J Witkiewicz
8988CD4B115F469...

Attest:

By: _____
General Counsel to the District

DocuSigned by:
Megan Waldschmidt
F31E225E14884C9...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

DocuSigned by:
Jennifer Gruber Tanaka
609E264B3104404

STATE OF COLORADO
COUNTY OF ARAPAHOE
AURORA CROSSROADS METROPOLITAN DISTRICT NO. 1

I hereby certify that the foregoing resolution constitutes a true and correct copy of the record of proceedings of the Board adopted by a majority of the Board at a District meeting held via teleconference on November 15, 2023, as recorded in the official record of the proceedings of the District.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 15th day of November, 2023.

Signature _____

DocuSigned by:
Megan Waldschmidt
F31E225E14884C9...

EXHIBIT A
BUDGET DOCUMENT
BUDGET MESSAGE

AURORA CROSSROADS METROPOLITAN DISTRICT NO. 1
2024
BUDGET MESSAGE

Attached please find a copy of the adopted 2024 budget for the Aurora Crossroads Metropolitan District No. 1.

The Aurora Crossroads Metropolitan District No. 1 has adopted budgets for two funds, a General Fund to provide for operating and maintenance; and a Capital Projects Fund to provide for the estimated infrastructure costs that are to be built for the benefit of the district.

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

The primary sources of revenue for the district in 2024 will be transfers from Aurora Crossroads Metropolitan District No. 2. The district does not intend to impose a mill levy on property within the district for 2024.

Aurora Crossroads Metropolitan District No. 1
Adopted Budget
General Fund
For the Year ended December 31, 2024

	Actual 2022	Adopted Budget 2023	Actual 08/31/23	Estimate 2023	Adopted Budget 2024
Beginning fund balance	\$ 113,839	\$ 120,538	\$ 455,535	\$ 455,535	\$ 686,750
Revenues:					
Transfer from District No. 2	444,025	200,000	391,977	391,977	200,000
Total revenues	444,025	200,000	391,977	391,977	200,000
Total funds available	557,864	320,538	847,512	847,512	886,750
Expenditures:					
Accounting / audit	23,979	25,000	16,403	25,000	25,000
Election Expense	868	7,500	3,457	3,457	7,500
Insurance/SDA dues	8,568	11,000	5,805	5,805	11,000
Legal	45,976	50,000	50,018	70,000	50,000
Legal JP Morgan	2,434	5,000	6,342	10,000	20,000
Management	18,268	10,000	14,011	20,000	20,000
Management JP Morgan	-	5,000	-	5,000	10,000
Planning & Engineering	1,192	-	11,949	20,000	20,000
Miscellaneous	1,044	1,500	300	1,500	1,500
Contingency	-	202,088	-	-	716,800
Emergency reserve (3%)	-	3,450	-	-	4,950
Total expenditures	102,329	320,538	108,285	160,762	886,750
Ending fund balance	\$ 455,535	\$ -	\$ 739,227	\$ 686,750	\$ -
Assessed valuation		\$ 15,431			\$ 1,323
Mill Levy		-			-

Aurora Crossroads Metropolitan District No. 1
Adopted Budget
Capital Projects Fund
For the Year ended December 31, 2024

	Actual <u>2022</u>	Adopted Budget <u>2023</u>	Actual <u>08/31/23</u>	Estimate <u>2023</u>	Proposed Budget <u>2024</u>
Beginning fund balance	\$ 22,155	\$ 73,472	\$ 73,888	\$ 73,888	\$ 1,879
Revenues:					
Transfer from District No. 2	16,782,031	10,000,000	4,759,565	10,000,000	26,510,343
Interest income	<u>1,132</u>	<u>100</u>	<u>912</u>	<u>1,563</u>	<u>5,000</u>
Total revenues	<u>16,783,163</u>	<u>10,000,100</u>	<u>4,760,477</u>	<u>10,001,563</u>	<u>26,515,343</u>
Total funds available	<u>16,805,318</u>	<u>10,073,572</u>	<u>4,834,365</u>	<u>10,075,451</u>	<u>26,517,222</u>
Expenditures:					
Capital expenditures	<u>16,731,430</u>	<u>10,073,572</u>	<u>4,824,082</u>	<u>10,073,572</u>	<u>26,517,222</u>
Total expenditures	<u>16,731,430</u>	<u>10,073,572</u>	<u>4,824,082</u>	<u>10,073,572</u>	<u>26,517,222</u>
Ending fund balance	<u>\$ 73,888</u>	<u>\$ -</u>	<u>\$ 10,283</u>	<u>\$ 1,879</u>	<u>\$ 0</u>

CERTIFICATION OF TAX LEVIES, continued

THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.). Taxing entities that are

Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:

BONDS^J:

1. Purpose of Issue: _____
 Series: _____
 Date of Issue: _____
 Coupon Rate: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

2. Purpose of Issue: _____
 Series: _____
 Date of Issue: _____
 Coupon Rate: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

CONTRACTS^K:

3. Purpose of Contract: _____
 Title: _____
 Date: _____
 Principal Amount: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

4. Purpose of Contract: _____
 Title: _____
 Date: _____
 Principal Amount: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.

Certificate Of Completion

Envelope Id: 0C6EE07517064E2F8B2DAE5BC15C62F0	Status: Completed
Subject: Complete with DocuSign: Aurora Crossroads MD 1 - 2024 Budget and Resolution (exec copy).pdf	
Client Name: Aurora Crossroads MD 1	
Client Number: A162896	
Source Envelope:	
Document Pages: 13	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Cindy Jenkins
Time Zone: (UTC-06:00) Central Time (US & Canada)	220 S 6th St Ste 300
	Minneapolis, MN 55402-1418
	Cindy.Jenkins@claconnect.com
	IP Address: 73.229.160.48

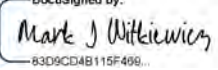
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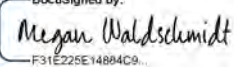
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Megan Waldschmidt
meganw@westsideinv.com
Secretary
Security Level: Email, Account Authentication (None)

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Jennifer Gruber Tanaka
jtanaka@wbapc.com
Security Level: Email, Account Authentication (None)

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Carbon Copy Events	Status	Timestamp
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/24/2024 11:45:29 AM
Certified Delivered	Security Checked	1/25/2024 10:07:29 AM
Signing Complete	Security Checked	1/25/2024 10:07:45 AM
Completed	Security Checked	1/25/2024 10:07:45 AM
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- ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.

LETTER OF BUDGET TRANSMITTAL

Date: January 26, 2024

To: Division of Local Government
1313 Sherman Street, Room 521
Denver, Colorado 80203

Attached are the 2024 budget and budget message for AURORA CROSSROADS METROPOLITAN DISTRICT NO. 2 in Arapahoe County, Colorado, submitted pursuant to Section 29-1-113, C.R.S. This budget was adopted on November 15, 2023. If there are any questions on the budget, please contact:

Lisa Johnson, District Manager
CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111
Telephone number: 303-779-5710
Lisa.Johnson@claconnect.com

I, Lisa Johnson, District Manager of the AURORA CROSSROADS METROPOLITAN DISTRICT NO. 2 hereby certify that the attached is a true and correct copy of the 2024 budget.

By: 

Lisa Johnson, District Manager

RESOLUTION NO. 2023-11-04

**RESOLUTION
ADOPTING BUDGET, APPROPRIATING FUNDS AND CERTIFYING MILL LEVIES
FOR THE CALENDAR YEAR 2024**

The Board of Directors of Aurora Crossroads Metropolitan District No. 2 (the “**Board**”), City of Aurora, Arapahoe County, Colorado (the “**District**”), held a special meeting, via teleconference on November 15, 2023, at the hour of 2:00 p.m.

Prior to the meeting, each of the directors was notified of the date, time, and place of the budget meeting and the purpose for which it was called, and a notice of the meeting was posted or published in accordance with § 29-1-106, C.R.S.

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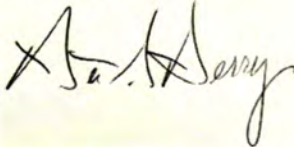
NOTICE AS TO PROPOSED 2024 BUDGET

SENTINEL
PROOF OF PUBLICATION

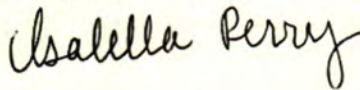
STATE OF COLORADO
COUNTY OF ARAPAHOE }ss.

I DAVID PERRY, do solemnly swear that I am the PUBLISHER of the SENTINEL; that the same is a weekly newspaper published in the Counties of Arapahoe, Adams, and Denver, State of Colorado and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said Counties of Arapahoe, Adams and Denver for a period of more than fifty-two consecutive weeks prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States mails as second-class matter under the provisions of the Act of March 30, 1923, entitled "Legal Notices and Advertisements," or any amendments thereof, and that said newspaper is a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.
That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said weekly newspaper for the period 1 of consecutive insertions; and that the first publication of said notice was in the issue of said newspaper dated November 9 A.D. 2023 and that the last publication of said notice was in the issue of said newspaper dated November 9 A.D. 2023.

I witness whereof I have hereunto set my hand this 9th day of November A.D. 2023.



Subscribed and sworn to before me, a notary public in the County of Arapahoe, State of Colorado, this 9th day of November A.D. 2023.



Notary Public



NOTICE OF PUBLIC HEARING
ON THE PROPOSED 2024 BUDGETS
AND NOTICE OF PUBLIC HEARING
ON THE AMENDED 2023 BUDGETS

The Boards of Directors (collectively the "Boards") of the AURORA CROSSROADS METROPOLITAN DISTRICT NOS. 1 & 2 AND CROSSORAD EAST METROPOLITAN DISTRICT (collectively the "Districts"), will hold a public hearing via teleconference on November 15, 2023 at 2:00 p.m., to consider adoption of the Districts' proposed 2024 budgets (the "Proposed Budgets"), and, if necessary, adoption of an amendment to the 2023 budgets (the "Amended Budgets"). This public hearing may be joined using the following teleconference information:
<https://us06web.zoom.us/j/84230607963?pwd=Eee23BNWrkspGUBXNTK4dqdo046yb.1>

Meeting ID: 842 3060 7963
Passcode: 471838
Call: 720 707 2699

The Proposed Budgets and Amended Budgets are available for inspection by the public at the offices of Simmons & Wheeler, 304 Inverness Way S #490, Englewood, CO 80112.

Any interested elector of the Districts may file any objections to the Proposed Budgets and Amended Budgets at any time prior to the final adoption of the Proposed Budgets or the Amended Budgets by the Boards.

The agenda for any meeting may be obtained at <https://auroracrossroadsmetrodistrict.org/> or by calling (303) 858-1800.

BY ORDER OF THE BOARDS OF DIRECTORS:
AURORA CROSSROADS METROPOLITAN DISTRICT NOS. 1 & 2 AND CROSSORAD EAST METROPOLITAN DISTRICT, quasi-municipal corporations and political subdivisions of the State of Colorado
/s/ WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

Publication: November 9, 2023
Sentinel

WHEREAS, the Board has designated its accountant to prepare and submit a proposed budget to the Board in accordance with Colorado law; and

WHEREAS, the proposed budget has been submitted to the Board for its review and consideration; and

WHEREAS, upon due and proper notice, provided in accordance with Colorado law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held and interested electors were given the opportunity to register their protest to the proposed budget prior to the adoption of the budget by the Board.

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

Section 1. Adoption of Budget. The budget attached hereto and incorporated herein is approved and adopted as the budget of the District for fiscal year 2024. In the event of recertification of values by the County Assessor's Office after the date of adoption hereof, staff is hereby directed to modify and/or adjust the budget and certification to reflect the recertification without the need for additional Board authorization. Any such modification to the budget or certification as contemplated by this Section 1 shall be deemed ratified by the Board.

Section 2. Levy for General Operating Expenses. For the purpose of meeting all general operating expenses of the District during the 2024 budget year, there is hereby levied a tax of 10.002 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 3. Levy for Debt Service Obligations. For the purposes of meeting all debt service obligations of the District during the 2024 budget year, there is hereby levied a tax of 51.982 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 4. Levy for Contractual Obligation Expenses. For the purposes of meeting all contractual obligations of the District during the 2024 budget year, there is hereby levied a tax of 1.039 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 5. Levy for Capital Project Expenses. For the purposes of meeting all capital project obligations of the District during the 2024 budget year, there is hereby levied a tax of 0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 6. Mill Levy Adjustment. When developing the attached budget, consideration was given to any changes in the method of calculating assessed valuation, including any changes to the assessment ratios, or any constitutionally mandated tax credit, cut or abatement, as authorized in the District's service plan. The Board hereby determines in good faith (such determination to be binding and final), that to the extent possible, the adjustments to the mill levies made to account for changes in Colorado law described in the prior sentence, and the actual tax revenues generated by the mill levies, are neither diminished nor enhanced as a result of those changes.

Section 7. Certification to County Commissioners. The Board directs its legal counsel, manager, accountant or other designee to certify to the Board of County Commissioners of Arapahoe County, Colorado the mill levies for the District as set forth herein. Such certification shall be in compliance with the requirements of Colorado law.

Section 8. Appropriations. The amounts set forth as expenditures in the budget attached hereto are hereby appropriated.

Section 9. Filing of Budget and Budget Message. The Board hereby directs its legal counsel, manager or other designee to file a certified copy of the adopted budget resolution, the budget and budget message with the Division of Local Government by January 30 of the ensuing year.

Section 10. Budget Certification. The budget shall be certified by a member of the District, or a person appointed by the District, and made a part of the public records of the District.

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ADOPTED NOVEMBER 15, 2023

DISTRICT:

AURORA CROSSROADS METROPOLITAN DISTRICT NO. 2, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
Officer of the District

DocuSigned by:
Mark J Witkiewicz
88D6C94B115F469...

Attest:

By: _____
General Counsel to the District

DocuSigned by:
Megan Waldschmidt
F31E225E14884C9...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

DocuSigned by:
Jennifer Gruber Tanaka
80EED0483111403

STATE OF COLORADO
COUNTY OF ARAPAHOE
AURORA CROSSROADS METROPOLITAN DISTRICT NO. 2

I hereby certify that the foregoing resolution constitutes a true and correct copy of the record of proceedings of the Board adopted by a majority of the Board at a District meeting held via teleconference on November 15, 2023, as recorded in the official record of the proceedings of the District.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 15th day of November, 2023.

Signature

DocuSigned by:
Megan Waldschmidt
F31E225E14884C9...

EXHIBIT A
BUDGET DOCUMENT
BUDGET MESSAGE

AURORA CROSSROADS METROPOLITAN DISTRICT NO. 2
2024
BUDGET MESSAGE

Attached please find a copy of the adopted 2024 budget for the Aurora Crossroads Metropolitan District No. 2.

The Aurora Crossroads Metropolitan District No. 2 has adopted budgets for three funds, a General Fund to provide for operating and maintenance expenditures; a Capital Projects Fund to provide for the regional improvements that are to be built for the benefit of the District and a Debt Service Fund to account for the repayment of principal and interest on the outstanding general obligation bonds.

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

The primary sources of revenue for the district in 2024 will be property taxes and interest income. The district intends to impose a mill levy of 63.023 mills on all property within the district for 2024, of which 11.041 mills will be dedicated to the General Fund, of which 1.039 mill is restricted for regional improvements per an intergovernmental agreement with the City of Aurora, and the balance of 51.982 mills will be allocated to the Debt Service Fund.

Aurora Crossroads Metropolitan District No. 2
Adopted Budget
General Fund
For the Year ended December 31, 2024

	Actual <u>2022</u>	Adopted Budget <u>2023</u>	Actual <u>8/31/2023</u>	Estimate <u>2023</u>	Adopted Budget <u>2024</u>
Beginning fund balance	\$ 80	\$ -	\$ 11,173	\$ 11,173	\$ 69,913
Revenues:					
Property taxes	423,635	380,725	380,725	380,725	402,917
Specific ownership taxes	26,745	22,844	16,962	25,443	24,179
Property taxes ARI	42,363	38,073	38,073	38,073	41,855
Specific ownership taxes ARI	2,674	2,284	1,696	2,544	2,520
Interest income	11,093	4,041	34,687	50,000	50,000
Total revenues	<u>506,510</u>	<u>447,967</u>	<u>472,143</u>	<u>496,785</u>	<u>521,471</u>
Total funds available	<u>506,590</u>	<u>447,967</u>	<u>483,316</u>	<u>507,958</u>	<u>591,384</u>
Expenditures:					
Transfer to District No. 1	444,025	200,000	391,977	391,977	200,000
Treasurer fees	6,355	5,711	5,711	5,711	6,044
Treasurer fees ARI	635	571	571	571	628
Aurora regional improvements	44,402	39,786	39,197	39,786	43,747
Contingency	-	194,517	-	-	333,452
Emergency reserve (3%)	-	7,382	-	-	7,513
Total expenditures	<u>495,417</u>	<u>447,967</u>	<u>437,456</u>	<u>438,045</u>	<u>591,384</u>
Ending fund balance	<u>\$ 11,173</u>	<u>\$ -</u>	<u>\$ 45,860</u>	<u>\$ 69,913</u>	<u>\$ -</u>
Assessed valuation		<u>\$ 38,072,556</u>			<u>\$ 40,283,686</u>
Mill Levy - operations		10.000			10.002
Mill Levy - ARA		<u>1.000</u>			<u>1.039</u>
Mill Levy - Total General Fund		<u><u>11.000</u></u>			<u><u>11.041</u></u>

Aurora Crossroads Metropolitan District No. 2
Adopted Budget
Capital Projects Fund
For the Year ended December 31, 2024

	Actual <u>2022</u>	Adopted Budget <u>2023</u>	Actual <u>8/31/2023</u>	Estimate <u>2023</u>	Adopted Budget <u>2024</u>
Beginning fund balance	\$ 35,087,224	\$ 22,468,214	\$ 18,691,343	\$ 18,691,343	\$ 26,360,843
Revenues:					
Bond issue	-	-	-	18,000,000	-
Interest income	386,650	150,000	592,996	750,000	150,000
Total revenues	<u>386,650</u>	<u>150,000</u>	<u>592,996</u>	<u>18,750,000</u>	<u>150,000</u>
Total funds available	<u>35,473,874</u>	<u>22,618,214</u>	<u>19,284,339</u>	<u>37,441,343</u>	<u>26,510,843</u>
Expenditures:					
Issuance Costs	-	-	-	1,080,000	-
Trustee / paying agent fees	500	-	-	500	500
Transfer to District No. 1	16,782,031	10,000,000	4,759,565	10,000,000	26,510,343
Total expenditures	<u>16,782,531</u>	<u>10,000,000</u>	<u>4,759,565</u>	<u>11,080,500</u>	<u>26,510,843</u>
Ending fund balance	<u>\$ 18,691,343</u>	<u>\$ 12,618,214</u>	<u>\$ 14,524,774</u>	<u>\$ 26,360,843</u>	<u>\$ -</u>

Aurora Crossroads Metropolitan District No. 2
Adopted Budget
Debt Service Fund
For the Year ended December 31, 2024

	Actual <u>2022</u>	Adopted Budget <u>2023</u>	Actual <u>8/31/2023</u>	Estimate <u>2023</u>	Adopted Budget <u>2024</u>
Beginning fund balance	\$ 5,016,411	\$ 5,455,625	\$ 5,985,575	\$ 5,985,575	\$ 5,633,194
Revenues:					
Property taxes	2,118,174	1,903,628	1,903,628	1,903,628	2,094,027
Specific ownership taxes	133,724	114,218	84,790	127,185	125,642
Interest income	102,289	35,644	219,614	329,421	350,000
Total revenues	<u>2,354,187</u>	<u>2,053,490</u>	<u>2,208,032</u>	<u>2,360,234</u>	<u>2,569,669</u>
Total funds available	<u>7,370,598</u>	<u>7,509,115</u>	<u>8,193,607</u>	<u>8,345,809</u>	<u>8,202,863</u>
Expenditures:					
Bond interest expense - Series 2020A	1,346,250	1,346,250	673,125	1,346,250	1,346,250
Bond principal - Series 2020A		-			95,000
Bond interest expense - Series 2020B	-	1,330,872	-	1,330,872	1,926,764
Treasurer's fees	31,773	28,554	28,554	28,554	31,410
Trustee / paying agent fees	7,000	6,939	-	6,939	6,939
Total expenditures	<u>1,385,023</u>	<u>2,712,615</u>	<u>701,679</u>	<u>2,712,615</u>	<u>3,406,363</u>
Ending fund balance	<u>\$ 5,985,575</u>	<u>\$ 4,796,500</u>	<u>\$ 7,491,928</u>	<u>\$ 5,633,194</u>	<u>\$ 4,796,500</u>
Assessed valuation		<u>\$ 38,072,556</u>			<u>\$ 40,283,686</u>
Mill Levy		<u>50.000</u>			<u>51.982</u>
Total Mill Levy		<u>61.000</u>			<u>63.023</u>

CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments

TO: County Commissioners¹ of Arapahoe County, Colorado.

On behalf of the Aurora Crossroads Metropolitan District No. 2,
 (taxing entity)^A

the Board of Directors,
 (governing body)^B

of the Aurora Crossroads Metropolitan District No. 2,
 (local government)^C

Hereby officially certifies the following mills to be levied against the taxing entity's GROSS \$ 40,283,686 assessed valuation of: (GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG 57^E)

Note: If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area^F the tax levies must be calculated using the NET AV. The taxing entity's total property tax revenue will be derived from the mill levy multiplied against the NET assessed valuation of: \$ 40,283,686 (NET^G assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)
USE VALUE FROM FINAL CERTIFICATION OF VALUATION PROVIDED BY ASSESSOR NO LATER THAN DECEMBER 10

Submitted: 1/8/2024 for budget/fiscal year 2024.
 (not later than Dec. 15) (mm/dd/yyyy) (yyyy)

PURPOSE (see end notes for definitions and examples)	LEVY ²	REVENUE ²
1. General Operating Expenses ^H	10.002 mills	\$ 402,917
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction ^I	< > mills	\$ < >
SUBTOTAL FOR GENERAL OPERATING:	10.002 mills	\$ 402,917
3. General Obligation Bonds and Interest ^J	51.982 mills	\$ 2,094,027
4. Contractual Obligations ^K	1.039 mills	\$ 41,855
5. Capital Expenditures ^L	_____ mills	\$ _____
6. Refunds/Abatements ^M	_____ mills	\$ _____
7. Other ^N (specify): _____	_____ mills	\$ _____
_____	_____ mills	\$ _____
TOTAL: [Sum of General Operating Subtotal and Lines 3 to 7]	63.023 mills	\$ 2,538,799

Contact person: (print) Joy Tatton Daytime phone: (303) 689-0833
 Signed: Joy Tatton Title: District Accountant

Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 866-2156.

¹ If the taxing entity's boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.
² Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's final certification of valuation).

CERTIFICATION OF TAX LEVIES, continued**THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.).**

Taxing entities that are Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:**BONDS^J:**

1.	Purpose of Issue:	\$26,925,000 Limited Tax General Obligation Bonds
	Series:	2020A
	Date of Issue:	September 10, 2020
	Coupon Rate:	5.000%
	Maturity Date:	December 1, 2050
	Levy:	22.244
	Revenue:	\$896,070
2.	Purpose of Issue:	\$18,075,000 Subordinate Limited Tax General Obligation Bonds
	Series:	2020B
	Date of Issue:	September 10, 2020
	Coupon Rate:	7.750%
	Maturity Date:	December 15, 2050
	Levy:	29.738
	Revenue:	\$1,197,957

CONTRACTS^K:

3.	Purpose of Contract:	Aurora Regional Improvements Authority No. 5 Establishment Agreement
	Title:	Aurora Regional Improvements Authority No. 5 Establishment Agreement
	Date:	November 10, 2008, as amended
	Principal Amount:	N/A
	Maturity Date:	N/A
	Levy:	1.039
	Revenue:	\$41,855
4.	Purpose of Contract:	
	Title:	
	Date:	
	Principal Amount:	
	Maturity Date:	
	Levy:	
	Revenue:	

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.

CERTIFICATION OF TAX LEVIES, continued

THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.). Taxing entities that are

Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:

BONDS^J:

1.	Purpose of Issue:	\$13,306,000 Second Subordinate General Obligation Limited Tax Bonds
	Series:	2023C
	Date of Issue:	December 28, 2023
	Coupon Rate:	8.000%
	Maturity Date:	December 15, 2053
	Levy:	0.000
	Revenue:	\$0

2.	Purpose of Issue:	
	Series:	
	Date of Issue:	
	Coupon Rate:	
	Maturity Date:	
	Levy:	
	Revenue:	

CONTRACTS^K:

3.	Purpose of Contract:	
	Title:	
	Date:	
	Principal Amount:	
	Maturity Date:	
	Levy:	
	Revenue:	

4.	Purpose of Contract:	
	Title:	
	Date:	
	Principal Amount:	
	Maturity Date:	
	Levy:	
	Revenue:	

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.

Certificate Of Completion

Envelope Id: 270FBDF1321E4936BFE10BB87A48366C	Status: Completed
Subject: Complete with DocuSign: Aurora Crossroads MD 2 - 2024 Budget and Resolution (exec copy).pdf	
Client Name: Aurora Crossroads MD 2	
Client Number: A162895	
Source Envelope:	
Document Pages: 15	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Cindy Jenkins
Time Zone: (UTC-06:00) Central Time (US & Canada)	220 S 6th St Ste 300
	Minneapolis, MN 55402-1418
	Cindy.Jenkins@claconnect.com
	IP Address: 73.229.160.48

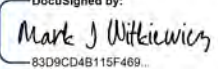
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Status: Original	Holder: Cindy Jenkins	Location: DocuSign
1/24/2024 11:46:19 AM	Cindy.Jenkins@claconnect.com	

Signer Events

Mark J Witkiewicz
markw@westsideinv.com
President
Security Level: Email, Account Authentication (None)

Signature

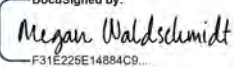
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Signature Adoption: Pre-selected Style
Using IP Address: 96.93.223.173

Timestamp

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Viewed: 1/24/2024 11:57:52 AM
Signed: 1/24/2024 11:58:24 AM

Electronic Record and Signature Disclosure:
Accepted: 1/24/2024 11:57:52 AM
ID: ea9dc8ea-b1ed-4ad9-b5aa-b4cfa84a3dc0

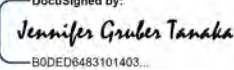
Megan Waldschmidt
meganw@westsideinv.com
Secretary
Security Level: Email, Account Authentication (None)

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Jennifer Gruber Tanaka
jtanaka@wbapc.com
Security Level: Email, Account Authentication (None)

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LETTER OF BUDGET TRANSMITTAL

Date: January 26, 2024

To: Division of Local Government
1313 Sherman Street, Room 521
Denver, Colorado 80203

Attached are the 2024 budget and budget message for CROSSROADS EAST METROPOLITAN DISTRICT in Arapahoe County, Colorado, submitted pursuant to Section 29-1-113, C.R.S. This budget was adopted on November 15, 2023. If there are any questions on the budget, please contact:

Lisa Johnson, District Manager
CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111
Telephone number: 303-779-5710
Lisa.Johnson@claconnect.com

I, Lisa Johnson, District Manager of the CROSSROADS EAST METROPOLITAN DISTRICT hereby certify that the attached is a true and correct copy of the 2024 budget.

By: 

Lisa Johnson, District Manager

RESOLUTION NO. 2023-11-05

**RESOLUTION
ADOPTING BUDGET, APPROPRIATING FUNDS AND CERTIFYING MILL LEVIES
FOR THE CALENDAR YEAR 2024**

The Board of Directors of Crossroads East Metropolitan District (the “**Board**”), City of Aurora, Arapahoe County, Colorado (the “**District**”), held a special meeting, via teleconference on November 15, 2023, at the hour of 2:00 p.m.

Prior to the meeting, each of the directors was notified of the date, time, and place of the budget meeting and the purpose for which it was called, and a notice of the meeting was posted or published in accordance with § 29-1-106, C.R.S.

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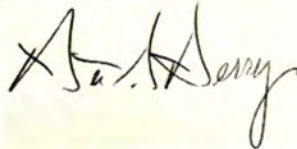
NOTICE AS TO PROPOSED 2024 BUDGET

SENTINEL
PROOF OF PUBLICATION

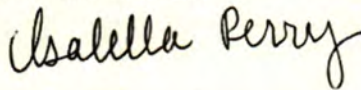
STATE OF COLORADO
COUNTY OF ARAPAHOE }ss.

I DAVID PERRY, do solemnly swear that I am the PUBLISHER of the SENTINEL; that the same is a weekly newspaper published in the Counties of Arapahoe, Adams, and Denver, State of Colorado and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said Counties of Arapahoe, Adams and Denver for a period of more than fifty-two consecutive weeks prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States mails as second-class matter under the provisions of the Act of March 30, 1923, entitled "Legal Notices and Advertisements," or any amendments thereof, and that said newspaper is a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.
That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said weekly newspaper for the period 1 of consecutive insertions; and that the first publication of said notice was in the issue of said newspaper dated November 9 A.D. 2023 and that the last publication of said notice was in the issue of said newspaper dated November 9 A.D. 2023.

I witness whereof I have hereunto set my hand this 9th day of November A.D. 2023.



Subscribed and sworn to before me, a notary public in the County of Arapahoe, State of Colorado, this 9th day of November A.D. 2023.



Notary Public



NOTICE OF PUBLIC HEARING
ON THE PROPOSED 2024 BUDGETS
AND NOTICE OF PUBLIC HEARING
ON THE AMENDED 2023 BUDGETS

The Boards of Directors (collectively the "Boards") of the AURORA CROSSROADS METROPOLITAN DISTRICT NOS. 1 & 2 AND CROSSORAD EAST METROPOLITAN DISTRICT (collectively the "Districts"), will hold a public hearing via teleconference on November 15, 2023 at 2:00 p.m., to consider adoption of the Districts' proposed 2024 budgets (the "Proposed Budgets"), and, if necessary, adoption of an amendment to the 2023 budgets (the "Amended Budgets"). This public hearing may be joined using the following teleconference information:
<https://us06web.zoom.us/j/84230607963?pwd=Eee23BNWrkspGUBXNTK4dqdo046yb.1>

Meeting ID: 842 3060 7963
Passcode: 471838
Call: 720 707 2699

The Proposed Budgets and Amended Budgets are available for inspection by the public at the offices of Simmons & Wheeler, 304 Inverness Way S #490, Englewood, CO 80112.

Any interested elector of the Districts may file any objections to the Proposed Budgets and Amended Budgets at any time prior to the final adoption of the Proposed Budgets or the Amended Budgets by the Boards.

The agenda for any meeting may be obtained at <https://auroracrossroadsmetro-district.org/> or by calling (303) 858-1800.

BY ORDER OF THE BOARDS OF DIRECTORS:
AURORA CROSSROADS METROPOLITAN DISTRICT NOS. 1 & 2 AND CROSSORAD EAST METROPOLITAN DISTRICT, quasi-municipal corporations and political subdivisions of the State of Colorado
/s/ WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

Publication: November 9, 2023
Sentinel

WHEREAS, the Board has designated its accountant to prepare and submit a proposed budget to the Board in accordance with Colorado law; and

WHEREAS, the proposed budget has been submitted to the Board for its review and consideration; and

WHEREAS, upon due and proper notice, provided in accordance with Colorado law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held and interested electors were given the opportunity to register their protest to the proposed budget prior to the adoption of the budget by the Board.

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

Section 1. Adoption of Budget. The budget attached hereto and incorporated herein is approved and adopted as the budget of the District for fiscal year 2024. In the event of recertification of values by the County Assessor's Office after the date of adoption hereof, staff is hereby directed to modify and/or adjust the budget and certification to reflect the recertification without the need for additional Board authorization. Any such modification to the budget or certification as contemplated by this Section 1 shall be deemed ratified by the Board.

Section 2. Levy for General Operating Expenses. For the purpose of meeting all general operating expenses of the District during the 2024 budget year, there is hereby levied a tax of 0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 3. Levy for Debt Service Obligations. For the purposes of meeting all debt service obligations of the District during the 2024 budget year, there is hereby levied a tax of 0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 4. Levy for Contractual Obligation Expenses. For the purposes of meeting all contractual obligations of the District during the 2024 budget year, there is hereby levied a tax of 0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 5. Levy for Capital Project Expenses. For the purposes of meeting all capital project obligations of the District during the 2024 budget year, there is hereby levied a tax of 0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 6. Mill Levy Adjustment. When developing the attached budget, consideration was given to any changes in the method of calculating assessed valuation, including any changes to the assessment ratios, or any constitutionally mandated tax credit, cut or abatement, as authorized in the District's service plan. The Board hereby determines in good faith (such determination to be binding and final), that to the extent possible, the adjustments to the mill levies made to account for changes in Colorado law described in the prior sentence, and the actual tax revenues generated by the mill levies, are neither diminished nor enhanced as a result of those changes.

Section 7. Certification to County Commissioners. The Board directs its legal counsel, manager, accountant or other designee to certify to the Board of County Commissioners of Arapahoe County, Colorado the mill levies for the District as set forth herein. Such certification shall be in compliance with the requirements of Colorado law.

Section 8. Appropriations. The amounts set forth as expenditures in the budget attached hereto are hereby appropriated.

Section 9. Filing of Budget and Budget Message. The Board hereby directs its legal counsel, manager or other designee to file a certified copy of the adopted budget resolution, the budget and budget message with the Division of Local Government by January 30 of the ensuing year.

Section 10. Budget Certification. The budget shall be certified by a member of the District, or a person appointed by the District, and made a part of the public records of the District.

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EXHIBIT A
BUDGET DOCUMENT
BUDGET MESSAGE

**CROSSROADS EAST METROPOLITAN DISTRICT
FKA AURORA CROSSROADS METROPOLITAN DISTRICT NO. 3
2024
BUDGET MESSAGE**

Attached please find a copy of the adopted 2024 budget for the Crossroads East Metropolitan District.

The Crossroads East 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 2024 will be developer advances. The district does not intend to impose a mill levy on property within the district for 2024.

Crossroads East Metropolitan District (fka Aurora Crossroads Metropolitan District No. 3)
Adopted Budget
General Fund
For the Year ended December 31, 2024

	Actual <u>2022</u>	Adopted Budget <u>2023</u>	Actual <u>7/31/2023</u>	Estimate <u>2023</u>	Adopted Budget <u>2024</u>
Beginning fund balance	\$ -	\$ -	\$ -	\$ -	\$ -
Revenues:					
Developer advances	<u>3,396</u>	<u>50,000</u>	<u>10,018</u>	<u>16,991</u>	<u>50,000</u>
Total revenues	<u>3,396</u>	<u>50,000</u>	<u>10,018</u>	<u>16,991</u>	<u>50,000</u>
Total funds available	<u>3,396</u>	<u>50,000</u>	<u>10,018</u>	<u>16,991</u>	<u>50,000</u>
Expenditures:					
Accounting / audit	-	4,000	-	1,500	4,000
Election	281	-	1,141	1,141	-
Insurance/SDA dues	-	9,200	2,850	2,850	9,200
Legal	2,393	20,000	5,502	10,000	20,000
Management	722	-	401	1,000	-
Miscellaneous	-	2,500	37	500	2,500
Contingency	-	12,800	-	-	12,800
Emergency reserve (3%)	-	1,500	-	-	1,500
Total expenditures	<u>3,396</u>	<u>50,000</u>	<u>9,931</u>	<u>16,991</u>	<u>50,000</u>
Ending fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 87</u>	<u>\$ -</u>	<u>\$ -</u>
Assessed valuation		<u>\$ 16,903</u>			<u>\$ 23,672</u>
Mill Levy		<u>-</u>			<u>-</u>

CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments

TO: County Commissioners¹ of Arapahoe County, Colorado.

On behalf of the Crossroads East Metropolitan District (FKA Aurora Crossroads Metropolitan District No. 3),
(taxing entity)^A

the Board of Directors
(governing body)^B

of the Crossroads East Metropolitan District (FKA Aurora Crossroads Metropolitan District No. 3)
(local government)^C

Hereby officially certifies the following mills to be levied against the taxing entity's GROSS \$ 23,672 assessed valuation of: (GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG 57^E)

Note: If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area^F the tax levies must be calculated using the NET AV. The taxing entity's total property tax revenue will be derived from the mill levy multiplied against the NET assessed valuation of: \$ 23,672 (NET^G assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)
USE VALUE FROM FINAL CERTIFICATION OF VALUATION PROVIDED BY ASSESSOR NO LATER THAN DECEMBER 10

Submitted: 1/4/2024 for budget/fiscal year 2024.
(not later than Dec. 15) (mm/dd/yyyy) (yyyy)

PURPOSE (see end notes for definitions and examples)	LEVY ²	REVENUE ²
1. General Operating Expenses ^H	<u>0.000</u> mills	\$ <u>0</u>
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction ^I	< > mills	\$ < >
SUBTOTAL FOR GENERAL OPERATING:	0.000 mills	\$ 0
3. General Obligation Bonds and Interest ^J	_____ mills	\$ _____
4. Contractual Obligations ^K	_____ mills	\$ _____
5. Capital Expenditures ^L	_____ mills	\$ _____
6. Refunds/Abatements ^M	_____ mills	\$ _____
7. Other ^N (specify): _____	_____ mills	\$ _____
	_____ mills	\$ _____
TOTAL: [Sum of General Operating Subtotal and Lines 3 to 7]	0.000 mills	\$ 0

Contact person: (print) Joy Tatton Daytime phone: (303) 689-0833
Signed: Joy Tatton Title: District Accountant

Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 866-2156.

¹ If the taxing entity's boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.
² Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's final certification of valuation).

CERTIFICATION OF TAX LEVIES, continued

THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.).

Taxing entities that are Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:

BONDS^J:

1. Purpose of Issue: _____
 Series: _____
 Date of Issue: _____
 Coupon Rate: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

2. Purpose of Issue: _____
 Series: _____
 Date of Issue: _____
 Coupon Rate: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

CONTRACTS^K:

3. Purpose of Contract: _____
 Title: _____
 Date: _____
 Principal Amount: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

4. Purpose of Contract: _____
 Title: _____
 Date: _____
 Principal Amount: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.

Certificate Of Completion

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Client Number: A162894	
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Document Pages: 12	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Cindy Jenkins
Time Zone: (UTC-06:00) Central Time (US & Canada)	220 S 6th St Ste 300
	Minneapolis, MN 55402-1418
	Cindy.Jenkins@claconnect.com
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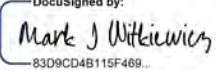
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Mark J Witkiewicz
markw@westsideinv.com
President
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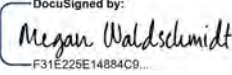
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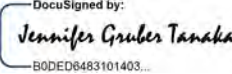
Megan Waldschmidt
meganw@westsideinv.com
Secretary
Security Level: Email, Account Authentication (None)

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Jennifer Gruber Tanaka
jtanaka@wbapc.com
Security Level: Email, Account Authentication (None)

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Certified Delivery Events	Status	Timestamp
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To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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- ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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EXHIBIT D

2023 AUDIT EXEMPTION

Aspen Business Park Metropolitan District

Crossroads East Metropolitan District

APPLICATION FOR EXEMPTION FROM AUDIT

LONG FORM

NAME OF GOVERNMENT	Aspen Business Metropolitan District
ADDRESS	c/o White Bear Ankele Tanaka & Waldron 2154 E. Commons Avenue, Suite 2000 Centennial, CO 80122
CONTACT PERSON	Jennifer Gruber Tanaka
PHONE	(303) 858-1800
EMAIL	jtanaka@wbapc.com

For the Year Ended
12/31/2023
or fiscal year ended:

CERTIFICATION OF PREPARER

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

NAME:	Diane Wheeler
TITLE	District Accountant
FIRM NAME (if applicable)	Simmons & Wheeler, P.C.
ADDRESS	304 Inverness Way South, Suite 490 Englewood, CO 80112
PHONE	303-689-0833
RELATIONSHIP TO ENTITY	CPA engaged to prepare financial statements for the District

PREPARER (SIGNATURE REQUIRED)	DATE PREPARED
<i>Diane K. Wheeler</i>	3/4/2024

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

YES	NO	If Yes, date filed:
<input type="checkbox"/>	<input checked="" type="checkbox"/>	

PART 1 - FINANCIAL STATEMENTS - BALANCE SHEET

* Indicate Name of Fund

NOTE: Attach additional sheets as necessary.

Please use this space to provide explanation of any items on this page

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

PART 2 - FINANCIAL STATEMENTS - OPERATING STATEMENT - REVENUES

Line #	Description	Governmental Funds		Description	Proprietary/Fiduciary Funds		Please use this space to provide explanation of any items on this page	
		Capital Projects Fund	0		Fund*	Fund*		
Tax Revenue				Tax Revenue				
2-1	Property [include mills levied in Question 10-6]	\$ -	\$ -	Property [include mills levied in Question 10-6]	\$ -	\$ -		
2-2	Specific Ownership	\$ -	\$ -	Specific Ownership	\$ -	\$ -		
2-3	Sales and Use Tax	\$ -	\$ -	Sales and Use Tax	\$ -	\$ -		
2-4	Other Tax Revenue [specify...]:	\$ -	\$ -	Other Tax Revenue [specify...]:	\$ -	\$ -		
2-5		\$ -	\$ -		\$ -	\$ -		
2-6		\$ -	\$ -		\$ -	\$ -		
2-7		\$ -	\$ -		\$ -	\$ -		
2-8	Add lines 2-1 through 2-7 TOTAL TAX REVENUE	\$ -	\$ -	Add lines 2-1 through 2-7 TOTAL TAX REVENUE	\$ -	\$ -		
2-9	Licenses and Permits	\$ -	\$ -	Licenses and Permits	\$ -	\$ -		
2-10	Highway Users Tax Funds (HUTF)	\$ -	\$ -	Highway Users Tax Funds (HUTF)	\$ -	\$ -		
2-11	Conservation Trust Funds (Lottery)	\$ -	\$ -	Conservation Trust Funds (Lottery)	\$ -	\$ -		
2-12	Community Development Block Grant	\$ -	\$ -	Community Development Block Grant	\$ -	\$ -		
2-13	Fire & Police Pension	\$ -	\$ -	Fire & Police Pension	\$ -	\$ -		
2-14	Grants	\$ -	\$ -	Grants	\$ -	\$ -		
2-15	Donations	\$ -	\$ -	Donations	\$ -	\$ -		
2-16	Charges for Sales and Services	\$ -	\$ -	Charges for Sales and Services	\$ -	\$ -		
2-17	Rental Income	\$ -	\$ -	Rental Income	\$ -	\$ -		
2-18	Fines and Forfeits	\$ -	\$ -	Fines and Forfeits	\$ -	\$ -		
2-19	Interest/Investment Income	\$ -	\$ -	Interest/Investment Income	\$ -	\$ -		
2-20	Tap Fees	\$ -	\$ -	Tap Fees	\$ -	\$ -		
2-21	Proceeds from Sale of Capital Assets	\$ -	\$ -	Proceeds from Sale of Capital Assets				
2-22	All Other [specify...]:	\$ -	\$ -	All Other [specify...]:	\$ -	\$ -		
2-23		\$ -	\$ -		\$ -	\$ -		
2-24	Add lines 2-8 through 2-23 TOTAL REVENUES	\$ -	\$ -	Add lines 2-8 through 2-23 TOTAL REVENUES	\$ -	\$ -		
Other Financing Sources				Other Financing Sources				
2-25	Debt Proceeds	\$ -	\$ -	Debt Proceeds	\$ -	\$ -		
2-26	Lease Proceeds	\$ -	\$ -	Lease Proceeds	\$ -	\$ -		
2-27	Developer Advances	\$ 186,419	\$ -	Developer Advances	\$ -	\$ -		
2-28	Other [specify...]:	\$ -	\$ -	Other [specify...]:	\$ -	\$ -		
2-29	Add lines 2-25 through 2-28 TOTAL OTHER FINANCING SOURCES	\$ 186,419	\$ -	Add lines 2-25 through 2-28 TOTAL OTHER FINANCING SOURCES	\$ -	\$ -	GRAND TOTALS	
2-30	Add lines 2-24 and 2-29 TOTAL REVENUES AND OTHER FINANCING SOURCES	\$ 186,419	\$ -	Add lines 2-24 and 2-29 TOTAL REVENUES AND OTHER FINANCING SOURCES	\$ -	\$ -	\$ 186,419	

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

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

Line #	Description	Governmental Funds		Description	Proprietary/Fiduciary Funds		Please use this space to provide explanation of any items on this page
		Capital Projects Fund	0		Fund*	Fund*	
	Expenditures			Expenses			
3-1	General Government	\$ -	\$ -	General Operating & Administrative	\$ -	\$ -	
3-2	Judicial	\$ -	\$ -	Salaries	\$ -	\$ -	
3-3	Law Enforcement	\$ -	\$ -	Payroll Taxes	\$ -	\$ -	
3-4	Fire	\$ -	\$ -	Contract Services	\$ -	\$ -	
3-5	Highways & Streets	\$ -	\$ -	Employee Benefits	\$ -	\$ -	
3-6	Solid Waste	\$ -	\$ -	Insurance	\$ -	\$ -	
3-7	Contributions to Fire & Police Pension Assoc.	\$ -	\$ -	Accounting and Legal Fees	\$ -	\$ -	
3-8	Health	\$ -	\$ -	Repair and Maintenance	\$ -	\$ -	
3-9	Culture and Recreation	\$ -	\$ -	Supplies	\$ -	\$ -	
3-10	Transfers to other districts	\$ -	\$ -	Utilities	\$ -	\$ -	
3-11	Other [specify...]:	\$ -	\$ -	Contributions to Fire & Police Pension Assoc.	\$ -	\$ -	
3-12		\$ -	\$ -	Other [specify...]	\$ -	\$ -	
3-13		\$ -	\$ -		\$ -	\$ -	
3-14	Capital Outlay	\$ 186,419	\$ -	Capital Outlay	\$ -	\$ -	
	Debt Service			Debt Service			
3-15	Principal (should match amount in 4-4)	\$ -	\$ -	Principal (should match amount in 4-4)	\$ -	\$ -	
3-16	Interest	\$ -	\$ -	Interest	\$ -	\$ -	
3-17	Bond Issuance Costs	\$ -	\$ -	Bond Issuance Costs	\$ -	\$ -	
3-18	Developer Principal Repayments	\$ -	\$ -	Developer Principal Repayments	\$ -	\$ -	
3-19	Developer Interest Repayments	\$ -	\$ -	Developer Interest Repayments	\$ -	\$ -	
3-20	All Other [specify...]: Trustee Fees	\$ -	\$ -	All Other [specify...]:	\$ -	\$ -	
3-21		\$ -	\$ -		\$ -	\$ -	
3-22	Add lines 3-1 through 3-21	\$ 186,419	\$ -	Add lines 3-1 through 3-21	\$ -	\$ -	
	TOTAL EXPENDITURES			TOTAL EXPENSES			GRAND TOTAL
3-23	Interfund Transfers (In)	\$ -	\$ -	Net Interfund Transfers (In) Out	\$ -	\$ -	\$ 186,419
3-24	Interfund Transfers Out	\$ -	\$ -	Other [specify...][enter negative for expense]	\$ -	\$ -	
3-25	Other Expenditures (Revenues):	\$ -	\$ -	Depreciation/Amortization	\$ -	\$ -	
3-26		\$ -	\$ -	Other Financing Sources (Uses) (from line 2-28)	\$ -	\$ -	
3-27		\$ -	\$ -	Capital Outlay (from line 3-14)	\$ -	\$ -	
3-28		\$ -	\$ -	Debt Principal (from line 3-15, 3-18)	\$ -	\$ -	
3-29	(Add lines 3-23 through 3-28)			(Line 3-27, plus line 3-28, less line 3-26, less line 3-25, plus line 3-24) TOTAL GAAP RECONCILING ITEMS	\$ -	\$ -	
3-30	Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures Line 2-29, less line 3-22, less line 3-29	\$ -	\$ -	Net Increase (Decrease) in Net Position Line 2-29, less line 3-22, plus line 3-29, less line 3-23	\$ -	\$ -	
3-31	Fund Balance, January 1 from December 31 prior year report	\$ -	\$ -	Net Position, January 1 from December 31 prior year report	\$ -	\$ -	
3-32	Prior Period Adjustment (MUST explain)	\$ -	\$ -	Prior Period Adjustment (MUST explain)	\$ -	\$ -	
3-33	Fund Balance, December 31			Net Position, December 31			
	Sum of Lines 3-30, 3-31, and 3-32			Sum of Lines 3-30, 3-31, and 3-32			
	This total should be the same as line 1-37.	\$ -	\$ -	This total should be the same as line 1-37.	\$ -	\$ -	

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

PART 4 - DEBT OUTSTANDING, ISSUED, AND RETIRED

Please answer the following questions by marking the appropriate boxes.

YES NO

Please use this space to provide any explanations or comments:

4-1	Does the entity have outstanding debt?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
4-2	Is the debt repayment schedule attached? If no, MUST explain: Developer advances repaid with available funds	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Amounts previously reported as developer advances had not been received by the district, therefore they are not being shown as the beginning balance.	
4-3	Is the entity current in its debt service payments? If no, MUST explain:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
4-4	Please complete the following debt schedule, if applicable: (please only include principal amounts)				
		Outstanding at beginning of year	Issued during year	Retired during year	Outstanding at year-end
	General obligation bonds	\$ -	\$ -	\$ -	\$ -
	Revenue bonds	\$ -	\$ -	\$ -	\$ -
	Notes/Loans	\$ -	\$ -	\$ -	\$ -
	Lease & SBITA** Liabilities (GASB 87 & 96)	\$ -	\$ -	\$ -	\$ -
	Developer Advances	\$ -	\$ 186,419	\$ -	\$ 186,419
	Other (specify):	\$ -	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ 186,419	\$ -	\$ 186,419

****Subscription Based Information Technology Arrangements**

*Must agree to prior year-end balance

Please answer the following questions by marking the appropriate boxes.		YES	NO
4-5	Does the entity have any authorized, but unissued, debt [Section 29-1-605(2) C.R.S.]? How much? Date the debt was authorized:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	\$ 935,000,000 5/3/2022		
4-6	Does the entity intend to issue debt within the next calendar year? 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? What is the amount outstanding?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	\$ -		
4-8	Does the entity have any lease agreements? 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"/>
	\$ -		

PART 5 - CASH AND INVESTMENTS

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

AMOUNT TOTAL

Please use this space to provide any explanations or comments:

5-1	YEAR-END Total of ALL Checking and Savings accounts	\$ -		
5-2	Certificates of deposit	\$ -		
	TOTAL CASH DEPOSITS	\$ -		
	Investments (if investment is a mutual fund, please list underlying investments):			
5-3		\$ -		
		\$ -		
		\$ -		
		\$ -		
	TOTAL INVESTMENTS	\$ -		
	TOTAL CASH AND INVESTMENTS	\$ -		

Please answer the following question by marking in the appropriate box

YES NO N/A

5-4	Are the entity's Investments legal in accordance with Section 24-75-601, et. seq., C.R.S.?	<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.)? If no, MUST explain:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PART 6 - CAPITAL AND RIGHT-TO-USE ASSETS

Please answer the following question by marking in the appropriate box

YES

NO

Please use this space to provide any explanations or comments:

- 6-1 Does the entity have capitalized assets? 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, YES NO

MUST explain:

Complete the following Capital & Right-To-Use Assets table for GOVERNMENTAL FUNDS:	Balance - beginning of the year*	Additions*	Deletions	Year-End Balance
Land	\$ -	\$ -	\$ -	\$ -
Buildings	\$ -	\$ -	\$ -	\$ -
Machinery and equipment	\$ -	\$ -	\$ -	\$ -
Furniture and fixtures	\$ -	\$ -	\$ -	\$ -
Infrastructure	\$ -	\$ -	\$ -	\$ -
Construction In Progress (CIP)	\$ -	\$ 186,419	\$ -	\$ 186,419
Leased & SBITA Right-to-Use Assets	\$ -	\$ -	\$ -	\$ -
Intangible Assets	\$ -	\$ -	\$ -	\$ -
Other (explain):	\$ -	\$ -	\$ -	\$ -
Accumulated Amortization Right to Use Assets (Enter a negative, or credit, balance)	\$ -	\$ -	\$ -	\$ -
Accumulated Depreciation (Enter a negative, or credit, balance)	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ 186,419	\$ -	\$ 186,419

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

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

PART 7 - PENSION INFORMATION

YES

NO

Please use this space to provide any explanations or comments:

- 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? YES NO

Indicate the contributions from:

Tax (property, SO, sales, etc.):	\$ -
State contribution amount:	\$ -
Other (gifts, donations, etc.):	\$ -
TOTAL	\$ -

What is the monthly benefit paid for 20 years of service per retiree as of Jan 1? \$ -

PART 8 - BUDGET INFORMATION

147

Please answer the following question by marking in the appropriate box

	YES	NO	N/A
8-1 Did the entity file a current year budget with the Department of Local Affairs, in accordance with Section 29-1-113 C.R.S.? If no, MUST explain:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8-2 Did the entity pass an appropriations resolution in accordance with Section 29-1-108 C.R.S.? If no, MUST explain:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

Governmental/Proprietary Fund Name	Total Appropriations By Fund
General Fund	\$ 50,161
	\$ -
	\$ -
	\$ -

Please use this space to provide any explanations or comments:
 It is anticipated that the District will amend its capital project fund budget for 2023 in an amount in excess of the total expenditures eliminating the potential budget law violation.

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

Please answer the following question by marking in the appropriate box

	YES	NO
9-1 Is the entity in compliance with all the provisions of TABOR [State Constitution, Article X, Section 20(5)]? Note: An election to exempt the government from the spending limitations of TABOR does not exempt the government from the 3 percent emergency reserve requirement. All governments should determine if they meet this requirement of TABOR.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Please use this space to provide any explanations or comments:

PART 10 - GENERAL INFORMATION

Please answer the following question by marking in the appropriate box

	YES	NO						
10-1 Is this application for a newly formed governmental entity? If yes: Date of formation: <input type="text"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>						
10-2 Has the entity changed its name in the past or current year? If Yes: NEW name <input type="text"/> PRIOR name <input type="text"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>						
10-3 Is the entity a metropolitan district?	<input checked="" type="checkbox"/>	<input type="checkbox"/>						
10-4 Please indicate what services the entity provides: <input type="text" value="Street improvements, parks and recreation, water, sanitation/sewer, transportation, mosquito"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>						
10-5 Does the entity have an agreement with another government to provide services? If yes: List the name of the other governmental entity and the services provided: <input type="text"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>						
10-6 Does the entity have a certified mill levy? If yes: Please provide the number of <u>mills</u> levied for the year reported (do not enter \$ amounts):	<input type="checkbox"/>	<input checked="" type="checkbox"/>						
	<table border="1"> <tbody> <tr> <td>Bond Redemption mills</td> <td>0.000</td> </tr> <tr> <td>General/Other mills</td> <td>0.000</td> </tr> <tr> <td>Total mills</td> <td>0.000</td> </tr> </tbody> </table>		Bond Redemption mills	0.000	General/Other mills	0.000	Total mills	0.000
Bond Redemption mills	0.000							
General/Other mills	0.000							
Total mills	0.000							
	YES	NO						
10-7 NEW 2023! If the entity is a Title 32 Special District formed on or after 7/1/2000, has the entity filed its preceding year annual report with the State Auditor as required under SB 21-262 [Section 32-1-207 C.R.S.]? If NO, please explain.	<input checked="" type="checkbox"/>	<input type="checkbox"/>						

Please use this space to provide any explanations or comments:

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

PART 12 - GOVERNING BODY APPROVAL

Please answer the following question by marking in the appropriate box

YES

NO

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

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

Policy - Requirements


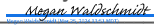

The Office of the State Auditor Local Government Audit Division may accept an electronic submission of an application for exemption from audit that includes governing board signatures obtained through a program such as DocuSign or Echosign. Required elements and safeguards are as follows:

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

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

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

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

MUST Print the names of ALL members of the governing body below.		A MAJORITY of the members of the governing body must sign below.	
1	Full Name Andrew Klein	I, <u>Andrew Klein</u> , attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed <u></u> Date: <u>Mar 25, 2024</u> My term Expires: <u>May 2025</u>	
2	Full Name Paige Langley	I, <u>Paige Langley</u> , attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: <u>May 2025</u>	
3	Full Name Megan Waldschmidt	I, <u>Megan Waldschmidt</u> , attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed <u></u> Date: <u>Mar 25, 2024</u> My term Expires: <u>May 2025</u>	
4	Full Name Mark Witkiewicz	I, <u>Mark Witkiewicz</u> , attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed <u></u> Date: <u>Mar 25, 2024</u> My term Expires: <u>May 2025</u>	
5	Full Name	I, _____, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: _____	
6	Full Name	I, _____, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: _____	
7	Full Name	I, _____, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: _____	

Aspen Business Park 2023

Interim Agreement Report










2024-03-25

Created:	2024-03-25
By:	Diane Wheeler (diane@simmons-wheeler.com)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAAMwGRFgX0VttyD_GIclb9INVBOxvOsLS1

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.

"Aspen Business Park 2023" History

-  Document created by Diane Wheeler (diane@simmons-wheeler.com)
2024-03-25 - 7:33:32 PM GMT
-  Document emailed to Diane Wheeler (diane@simmons-wheeler.com) for signature
2024-03-25 - 7:37:17 PM GMT
-  Document emailed to aklein@westsideinv.com for signature
2024-03-25 - 7:37:17 PM GMT
-  Document emailed to plangley@westsideinv.com for signature
2024-03-25 - 7:37:17 PM GMT
-  Document emailed to meganw@westsideinv.com for signature
2024-03-25 - 7:37:18 PM GMT
-  Document emailed to markw@westsideinv.com for signature
2024-03-25 - 7:37:18 PM GMT
-  Document e-signed by Diane Wheeler (diane@simmons-wheeler.com)
Signature Date: 2024-03-25 - 7:37:24 PM GMT - Time Source: server
-  Email viewed by aklein@westsideinv.com
2024-03-25 - 7:38:25 PM GMT
-  Signer aklein@westsideinv.com entered name at signing as Andrew Klein
2024-03-25 - 7:38:47 PM GMT

 Document e-signed by Andrew Klein (aklein@westsideinv.com)

Signature Date: 2024-03-25 - 7:38:49 PM GMT - Time Source: server

 Email viewed by meganw@westsideinv.com

2024-03-25 - 7:51:15 PM GMT

 Signer meganw@westsideinv.com entered name at signing as Megan Waldschmidt

2024-03-25 - 7:51:39 PM GMT

 Document e-signed by Megan Waldschmidt (meganw@westsideinv.com)

Signature Date: 2024-03-25 - 7:51:41 PM GMT - Time Source: server

 Email viewed by markw@westsideinv.com

2024-03-25 - 7:57:59 PM GMT

 Signer markw@westsideinv.com entered name at signing as Mark J Witkiewicz

2024-03-25 - 7:58:32 PM GMT

 Document e-signed by Mark J Witkiewicz (markw@westsideinv.com)

Signature Date: 2024-03-25 - 7:58:34 PM GMT - Time Source: server

APPLICATION FOR EXEMPTION FROM AUDIT

SHORT FORM

NAME OF GOVERNMENT
ADDRESS

Crossroads East Metropolitan District
c/o White Bear Ankele Tanaka & Waldron, P.C.
2154 East Commons Ave, Ste 2000
Centennial, CO 80122
Jennifer Gruber Tanaka
303.858.1800
jtanaka@wbapc.com

For the Year Ended
12/31/23
or fiscal year ended:

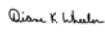
CONTACT PERSON
PHONE
EMAIL

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

Diane Wheeler
District Accountant
Simmons & Wheeler, P.C.
304 Inverness Way South, Suite 490, Englewood, CO 80112
303-689-0833

PREPARER <small>(SIGNATURE REQUIRED)</small>	DATE PREPARED
	3/5/2024

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)	\$ -	
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)	\$ 22,222	
2-18	Proceeds from sale of capital assets	\$ -	
2-19	Fire and police pension	\$ -	
2-20	Donations	\$ -	
2-21	Change in developer advances receivable	\$ 1,661	
2-22		\$ -	
2-23		\$ -	
2-24	(add lines 2-1 through 2-23) TOTAL REVENUE	\$ 23,883	

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	\$ 2,008	
3-2	Salaries	\$ -	
3-3	Payroll taxes	\$ -	
3-4	Contract services	\$ -	
3-5	Employee benefits	\$ -	
3-6	Insurance	\$ 2,850	
3-7	Accounting and legal fees	\$ 13,842	
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	\$ 18,700	

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 below: <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Developer Advances to be repaid with available funds</div>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4-3	Is the entity current in its debt service payments? If no, MUST explain below: <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Developer Advances to be repaid with available funds</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)		
		Outstanding at end of prior year*	Issued during year
		Retired during year	Outstanding at year-end
	General obligation bonds	\$ -	\$ -
	Revenue bonds	\$ -	\$ -
	Notes/Loans	\$ -	\$ -
	Lease & SBITA** Liabilities [GASB 87 & 96]	\$ -	\$ -
	Developer Advances	\$ -	\$ 22,222
	Other (specify):	\$ -	\$ -
	TOTAL	\$ -	\$ 22,222

**Subscription Based Information Technology Arrangements

*Must agree to prior year-end balance

		Yes	No
Please answer the following questions by marking the appropriate boxes.			
4-5	Does the entity have any authorized, but unissued, debt?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes:	How much?	<div style="border: 1px solid black; padding: 2px; width: 100%;">\$ 2,500,000.00</div>	
	Date the debt was authorized:	<div style="border: 1px solid black; padding: 2px; width: 100%;">11/5/2019</div>	
4-6	Does the entity intend to issue debt within the next calendar year?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes:	How much?	<div style="border: 1px solid black; padding: 2px; width: 100%;">\$ -</div>	
4-7	Does the entity have debt that has been refinanced that it is still responsible for?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes:	What is the amount outstanding?	<div style="border: 1px solid black; padding: 2px; width: 100%;">\$ -</div>	
4-8	Does the entity have any lease agreements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes:	What is being leased?	<div style="border: 1px solid black; padding: 2px; width: 100%; height: 15px;"></div>	
	What is the original date of the lease?	<div style="border: 1px solid black; padding: 2px; width: 100%; height: 15px;"></div>	
	Number of years of lease?	<div style="border: 1px solid black; padding: 2px; width: 100%; height: 15px;"></div>	
	Is the lease subject to annual appropriation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	What are the annual lease payments?	<div style="border: 1px solid black; padding: 2px; width: 100%;">\$ -</div>	

Part 4 - Please use this space to provide any explanations/comments or attach separate documentation, if needed

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	\$ 3,000	
5-2	Certificates of deposit	\$ -	
Total Cash Deposits			\$ 3,000
Investments (if investment is a mutual fund, please list underlying investments):			
		\$ -	
		\$ -	
5-3		\$ -	
		\$ -	
Total Investments			\$ -
Total Cash and Investments			\$ 3,000

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 AND RIGHT-TO-USE 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

N/A

Complete the following capital & right-to-use 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)	\$ -	\$ -	\$ -	\$ -
Leased & SBITA Right-to-Use Assets	\$ -	\$ -	\$ -	\$ -
Other (explain):	\$ -	\$ -	\$ -	\$ -
Accumulated Depreciation/Amortization (Please enter a negative, or credit, balance)	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -

*must tie to prior year ending balance

Part 6 - Please use this space to provide any explanations/comments or attach documentation, if needed:

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? \$ -

Part 7 - 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.? If no, **MUST** explain: Yes No N/A

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

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

Governmental/Proprietary Fund Name	Total Appropriations By Fund
General Fund	\$ 50,000

PART 9 - TAXPAYER'S BILL OF RIGHTS (TABOR)

	Yes	No
<p>9-1 Please answer the following question by marking in the appropriate box</p> <p>Is the entity in compliance with all the provisions of TABOR [State Constitution, Article X, Section 20(5)]?</p> <p><small>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.</small></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If no, MUST explain:

PART 10 - GENERAL INFORMATION

	Yes	No						
<p>10-1 Is this application for a newly formed governmental entity?</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>						
<p>If yes: Date of formation: <input style="width: 400px;" type="text"/></p>								
<p>10-2 Has the entity changed its name in the past or current year?</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>						
<p>If yes: Please list the NEW name & PRIOR name:</p> <p><input style="width: 500px;" type="text"/></p>								
<p>10-3 Is the entity a metropolitan district?</p> <p>Please indicate what services the entity provides:</p> <p><input style="width: 500px;" type="text"/></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>						
<p>10-4 Does the entity have an agreement with another government to provide services?</p> <p>If yes: List the name of the other governmental entity and the services provided:</p> <p><input style="width: 500px;" type="text"/></p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>						
<p>10-5 Has the district filed a <i>Title 32, Article 1 Special District Notice of Inactive Status</i> during</p> <p>If yes: Date Filed: <input style="width: 300px;" type="text"/></p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>						
<p>10-6 Does the entity have a certified Mill Levy?</p> <p>If yes: Please provide the following <u>mills</u> levied for the year reported (do not report \$ amounts):</p> <table style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding-right: 20px;">Bond Redemption mills</td> <td style="border: 1px solid black; width: 100px; text-align: center;">-</td> </tr> <tr> <td>General/Other mills</td> <td style="border: 1px solid black; width: 100px; text-align: center;">-</td> </tr> <tr> <td>Total mills</td> <td style="border: 1px solid black; width: 100px; text-align: center;">-</td> </tr> </table>	Bond Redemption mills	-	General/Other mills	-	Total mills	-	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Bond Redemption mills	-							
General/Other mills	-							
Total mills	-							
<p>10-7 NEW 2023! If the entity is a Title 32 Special District formed on or after 7/1/2000, has the entity filed its preceding year annual report with the State Auditor as required under SB 21-262 [Section 32-1-207 C.R.S.]? If NO, please explain.</p> <p><input style="width: 500px;" type="text"/></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>						

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

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 sign below.
Board Member 1	Print Board Member's Name Andrew Klein	I Andrew Klein , 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>AK</u> Date: Mar 24, 2024 My term Expires: 05/2027
Board Member 2	Print Board Member's Name Paige Langley	I Paige Langley, 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>Paige Langley</u> Date: Mar 24, 2024 My term Expires: 05/2025
Board Member 3	Print Board Member's Name Megan Waldschmidt	I Megan Waldschmidt , 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>M</u> Date: Mar 24, 2024 My term Expires: 05/2027
Board Member 4	Print Board Member's Name Mark Witkiewicz	I Mark Witkiewicz , 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>Mark J Witkiewicz</u> Date: Mar 25, 2024 My term Expires: 05/2025
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: _____












Crossroads East Metro 2023

Final Audit Report










2024-03-25

Created:	2024-03-24
By:	Diane Wheeler (diane@simmonswheeler.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAb-_vp1lvLAB4VqUqiducRVh5ujcyQhw0

"Crossroads East Metro 2023" History

-  Document created by Diane Wheeler (diane@simmonswheeler.com)
2024-03-24 - 9:32:31 PM GMT
-  Document emailed to Diane Wheeler (diane@simmonswheeler.com) for signature
2024-03-24 - 9:33:50 PM GMT
-  Document emailed to aklein@westsideinv.com for signature
2024-03-24 - 9:33:50 PM GMT
-  Document emailed to plangley@westsideinv.com for signature
2024-03-24 - 9:33:50 PM GMT
-  Document emailed to meganw@westsideinv.com for signature
2024-03-24 - 9:33:50 PM GMT
-  Document emailed to markw@westsideinv.com for signature
2024-03-24 - 9:33:50 PM GMT
-  Document e-signed by Diane Wheeler (diane@simmonswheeler.com)
Signature Date: 2024-03-24 - 9:33:57 PM GMT - Time Source: server
-  Email viewed by plangley@westsideinv.com
2024-03-24 - 9:44:39 PM GMT
-  Signer plangley@westsideinv.com entered name at signing as Paige Langley
2024-03-24 - 9:45:01 PM GMT
-  Document e-signed by Paige Langley (plangley@westsideinv.com)
Signature Date: 2024-03-24 - 9:45:03 PM GMT - Time Source: server
-  Email viewed by aklein@westsideinv.com
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-  Signer aklein@westsideinv.com entered name at signing as Andrew Klein
2024-03-24 - 9:59:48 PM GMT
-  Document e-signed by Andrew Klein (aklein@westsideinv.com)
Signature Date: 2024-03-24 - 9:59:50 PM GMT - Time Source: server
-  Email viewed by meganw@westsideinv.com
2024-03-25 - 4:38:45 AM GMT
-  Signer meganw@westsideinv.com entered name at signing as Megan Waldschmidt
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-  Document e-signed by Megan Waldschmidt (meganw@westsideinv.com)
Signature Date: 2024-03-25 - 4:39:19 AM GMT - Time Source: server
-  Email viewed by markw@westsideinv.com
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-  Signer markw@westsideinv.com entered name at signing as Mark J Witkiewicz
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-  Document e-signed by Mark J Witkiewicz (markw@westsideinv.com)
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