

## MINERS PARK METROPOLITAN DISTRICT NOS. 1-2

### 2023 CONSOLIDATED ANNUAL REPORT

Pursuant to §32-1-207(3)(c) and the Consolidated Service Plan for Miners Park Metropolitan District Nos. 1-2 (collectively the “**Districts**”), the Districts are required to provide an annual report to the Town of Frederick with regard to the following matters:

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

#### §32-1-207(3) Statutory Requirements

**1. Boundary changes made.**

None.

**2. Intergovernmental Agreements entered into or terminated with other governmental entities.**

The Districts entered into Intergovernmental Agreements in 2023, and copies of those agreements are attached hereto as **Exhibit A**.

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

<https://minersparkmetro.com/>

**4. A summary of litigation involving public improvements owned by the Districts.**

To our actual knowledge, based on review of the court records in Weld County, Colorado and the Public Access to Court Electronic Records (PACER), there is no litigation involving the District’s public improvements as of December 31, 2023.

**5. The status of the construction of public improvements by the Districts.**

The Districts did not engage in the construction of any public improvements in 2023.

**6. A list of facilities or improvements constructed by the Districts that were conveyed or dedicated to the county or municipality.**

The Districts did not construct any facilities or improvements that were conveyed or dedicated to the Town in 2023.

**7. The final assessed valuation of the Districts as of December 31<sup>st</sup> of the reporting year.**

See **Exhibit B**.

**8. A copy of the current year’s budget.**

A copy of the 2024 Budgets are attached hereto as **Exhibit C**.

**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.**

The 2023 Audit Exemption Applications are attached hereto as **Exhibit D**.

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

None.

**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.**

None.

**Service Plan Requirements**

In accordance with Section 14.3(a) of Town Land Use Code, as it may be amended, and State statute, the Districts shall file an annual report with the Town Clerk no later than September 1, which annual report shall reflect activity and financial events of the Districts through the preceding December 31 (the “report year”).

**1. A narrative summary of the progress of the Districts in implementing the Service Plan for the report year, including summary of the status of construction of the Public Improvements.**

The Districts have not commenced construction on Public Improvements.

**2. Except when exemption from audit has been granted for the report year under the Local Government Audit Law, the audited financial statements of the Districts for the report year including a statement of financial conditions (i.e., balance sheet) as of December 31 of the report year and the statement of operations (i.e., revenues and expenditures) for the report year. If exempt from audit, the Districts shall provide a copy of the Request for Exemption and the State’s approval for the exemption.**

The 2023 Audit Exemption Applications are attached hereto as **Exhibit D**.

**3. Unless disclosed within a separate schedule to the financial statements, a summary of the capital expenditures incurred by the Districts in development of Public Improvements in the report year, as well as any Public Improvements proposed to be**

undertaken in the five (5) years following the report year.

4. **Unless disclosed within a separate schedule to the financial statements, a summary of the financial obligations of the Districts at the end of the report year, including the amount of outstanding Debt, the amount and terms of any new Debt issued in the report year, the amount of payment or retirement of existing Debt of the Districts in the report year, the total assessed valuation of all taxable property of the Districts as of December 31 of the report year and the current mill levy of the Districts pledged to Debt retirement in the report year.**

A copy of the 2024 Budgets are attached hereto as **Exhibit C**.

5. **The Districts' budget for the calendar year in which the annual report is submitted.**

A copy of the 2024 Budgets are attached hereto as **Exhibit C**.

6. **A summary of the residential and commercial development in the Districts for the report year.**

7. **A summary of all fees, charges and assessments imposed by the Districts as of January 1 of the report year.**

The Districts did not impose any fees, charges or assessments in 2023.

8. **Certification of the Board that no action, event, or condition enumerated in Section 14.4 of the Town Land Use Code (Material Modification) has occurred in the report year, or certification that such event has occurred but that an amendment to the Service Plan that allows such event has been approved by Town Board.**

Please see the attached Certification of Compliance as **Exhibit E**.

9. **The name, business address and telephone number of each member of the Board and its chief administrative officer and general counsel, together with the date, place and time of the regular meetings of the Board.**

**Board of Directors**

Robert Quinette  
c/o White Bear Ankele Tanaka & Waldron, PC  
2154 E. Commons Avenue, Suite 2000  
Centennial, CO 80122  
Phone: 303-858-1800

Michael Blumenthal  
c/o White Bear Ankele Tanaka & Waldron, PC  
2154 E. Commons Avenue, Suite 2000

Centennial, CO 80122  
Phone: 303-858-1800

**Chief Administrative Officer**  
None

**General Counsel**  
George M. Rowley, Esq.  
White Bear Ankele Tanka & Waldron, PC  
2154 E. Commons Avenue, Suite 2000  
Centennial, CO 80122  
growley@wbapc.com  
Phone: 303-858-1800

**Meeting Information**

Regular meetings are scheduled for November 1, 2024, at 10:00 a.m. by telephone, electronic, or other means not including physical presence.

**10. A Summary of any boundary changes completed in the report year.**

None.

**11. A list of all Intergovernmental Agreements entered into the report year**

The Districts entered into Intergovernmental Agreements in 2023, and copies of those agreements are attached hereto as **Exhibit A**.

**12. Information regarding any rules and regulations adopted by the Districts in the report year**

The Districts did not adopt any rules or regulations in 2023.

**13. A summary of any litigation involving the Public Improvements**

To our actual knowledge, based on review of the court records in Weld County, Colorado and the Public Access to Court Electronic Records (PACER), there is no litigation involving the District's public improvements as of December 31, 2023.

**14. A list of Public Improvements conveyed by the Districts to the County or Municipality.**

The Districts did not construct any public improvements that were conveyed to Weld County or the Town.

**15. Notice of any uncured defaults on Debt.**

None.

**16. Information regarding any inability of the Districts to pay their obligations.**

None.

**EXHIBIT A**  
**Intergovernmental Agreements**

**RESOLUTION NO. 2023 - 03**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ST. VRAIN SANITATION DISTRICT GRANTING ITS CONSENT TO THE PROVISION OF SERVICES BY AN OVERLAPPING TITLE 32 SPECIAL DISTRICT**

**WHEREAS**, the St. Vrain Sanitation District ("District") is a Title 32 special district, organized and existing pursuant to the provisions of § 32-1-101, *et seq.*, C.R.S., and which provides sanitary sewer services including the collection and transmission of wastewater for treatment; and

**WHEREAS**, the District has a defined boundary established pursuant to its service plan and thereafter modified by statutory inclusions and exclusions; and

**WHEREAS**, § 32-1-107(2), C.R.S., without the consent of the District's Board of Directors, prohibits the formation of another Title 32 special district that will provide the same and duplicative services as are, or would be, provided by the District within the District's boundaries; and

**WHEREAS**, the District has received a copy of the Consolidated Service Plan for the Miners Park Metropolitan District Nos. 1 & 2 ("Overlapping District") which contemplates certain duplicative services in an area which overlaps the District's boundaries as defined by § 32-1-107(3)(a), C.R.S.; and

**WHEREAS**, the Overlapping District has requested that the District's Board of Directors grant its consent pursuant to § 32-1-107(3)(b)(IV), C.R.S to the Overlapping District's proposal to provide certain services which are currently provided within the overlapping area by the District; and

**WHEREAS**, the District's Board of Directors is willing to grant such consent contingent upon the fulfillment of certain terms and conditions.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ST. VRAIN SANITATION DISTRICT THAT:**

1. Consent is hereby granted to the provision by the Overlapping District within the overlap area of the same services provided by the District, expressly contingent upon the occurrence of each of the following events:
  - 1.1 The final approved service plan of the Overlapping District shall provide that the Overlapping District shall not, to the extent prohibited by law, duplicate the services provided by the District within the District's boundaries in the overlap area except as may be consented to, and approved by, the District's Board of Directors as expressed through the execution of an intergovernmental agreement between the parties, said agreement to be substantially in the form as set forth in **Exhibit A**, which is attached to this Resolution and incorporated herein; and
  - 1.2 The service plan of the Overlapping District, or the resolution of approval by the applicable entity pursuant to either § 32-1-204 or 32-1-204.5, C.R.S., shall include a statement that the Overlapping District's Boards of Directors will execute such intergovernmental agreement, substantially in the form as set forth on such **Exhibit A**, at its first meeting after adoption of the resolution approving the service plan; and

- 1.3 Inclusion of all property in the Overlapping District into the District to the extent any property is not already included within the District.
2. A copy of this Resolution may be provided to the Board of County Commissioners of Weld County and/or to the governing body of any applicable municipality within which territory in the Overlapping District may lie, as requested.
3. This Resolution shall be effective upon adoption and shall remain in full force and effect, until rescinded by the District's Board of Directors for failure of one or more of the conditions set forth herein.

Adopted: April 19, 2023.

**ST. VRAIN SANITATION DISTRICT**

By:   
President

**ATTEST:**

The undersigned, as Secretary of the St. Vrain Sanitation District, hereby certifies that the above resolution was adopted by the Board of Directors of the St. Vrain Sanitation District on April 19, 2023 and entered into the records of the District.

  
Secretary

(seal)





**EXHIBIT A  
(IGA)**

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
MINERS PARK METROPOLITAN DISTRICT NOS. 1 & 2  
AND  
ST. VRAIN SANITATION DISTRICT**

1. **PARTIES.** The Parties to this Agreement are the **MINERS PARK METROPOLITAN DISTRICT NOS. 1 & 2** ("**Miners Park**") and the **ST. VRAIN SANITATION DISTRICT** (the "**District**").

2. **RECITALS.** Miners Park was organized in order to finance, construct and provide public improvements to eventually serve an area of approximately 90 acres (the "Project") as contemplated in the Consolidated Service Plan for Miners Park Metropolitan District Nos. 1 & 2 (the "Service Plan"). The majority of the Project is included within the District's boundaries and therefore Miners Park is deemed an "Overlapping District" pursuant to § 32-1-107, C.R.S. The Service Plan contemplates the financing and plan for Miners Park to design, acquire, construct, install, relocate, redevelop, operate, maintain, and finance the Public Improvements, as may be appropriate for the Project. Miners Park shall either retain ownership of or dedicate the Public Improvements to the Town of Frederick ("Town") or other appropriate entity or jurisdiction in a manner consistent with the Approved Development Plan, and certain street construction, improvements and maintenance as may be necessary for the Project. Any sanitary sewer improvements to be provided by Miners Park will not duplicate or interfere with any other improvements or facilities already constructed or planned within the overlap area and such sanitary sewer improvements will be dedicated to the District. The Board of Directors of the District consents to Miners Park providing services as limited by the Service Plan and further subject to the terms and conditions of this Agreement. There is no current or planned duplication or interference of services and the District's consent to the overlap is conditioned upon the Parties entering into this Agreement. Accordingly, to the extent Miners Park causes to be constructed sanitary sewer improvements, and in consideration of the mutual promises set forth in this Agreement, the Parties covenant and agree as follows:

3. **TERMS OF CONSENT TO OVERLAP.**

**3.1 Sole Sanitation Provider.** The District shall provide and otherwise make sanitary sewer services available to Miners Park's residents and property, subject to the then existing capacity, rules, and regulations of the District, including the execution of applicable subdivision service agreements, and subject to any limitations or restrictions imposed by any governmental entity or agency having jurisdiction over the District. The District shall be the sole provider of sanitary sewer services for residents and property within Miners Park boundaries. Miners Park shall not contract for or otherwise obtain any interconnections with any third party that would allow users within the boundaries of Miners Park to obtain such service from any other sanitary sewer provider, or that would allow third parties outside of the boundaries of Miners Park to utilize the District's services or facilities. Nothing in this Agreement shall be construed as an obligation by the District to reserve, for the benefit of the developers of the Project (or any individual property owner), any specific number of tap connections, absent such additional agreements.

**3.2 Taps and Interconnections.** Miners Park is prohibited from selling any taps or connections or from authorizing any interconnections or other connections with Miners Park. All sanitation users within Miners Park shall purchase their taps from the District.

**3.3 Sanitation Treatment Plant.** Miners Park shall not construct, finance, or otherwise provide for any sanitation treatment plant within or without the Miners Park boundaries. Miners Park shall not agree to or otherwise enter into any contract with any other sanitation provider or entity, other than the District, for the construction, financing, or provision of a sanitation treatment plant.

**3.4 Exercise of Service Plan Authority.** Notwithstanding any provision in the Service Plan to the contrary, Miners Park shall only have the ability and authority to:

3.4.1 Construct, acquire and finance the sanitary sewer system improvements contemplated by the Service Plan, which are to be located within the boundaries of Miners Park. All such infrastructure within the boundaries of Miners Park which may be constructed, acquired and financed by Miners Park shall be conveyed to the District upon completion and after approval and acceptance by the District pursuant to applicable agreements to be executed between the parties.

3.4.2 Finance, but not construct, any off-site sanitary sewer transmission lines or line extensions outside the boundaries of Miners Park that may be needed in order for the District to service the development within Miners Park. Miners Park or the developer shall enter into such line participation or reimbursement agreements with the District as may be required for such off-site improvements.

**3.5 Design Standards.** The sanitary sewer system improvements contemplated herein and in the Service Plan shall be designed, constructed, and installed in accordance with the applicable standards, rules and regulations of the District.

**3.6 Dedication, Acceptance, Operation, and Maintenance.** To the extent that such sanitary sewer system improvements are constructed by Miners Park, Miners Park shall dedicate and convey the completed on-site sanitary sewer system improvements contemplated herein and in its Service Plan to the District within thirty (30) days of completion of construction of such infrastructure. Upon acceptance of the sanitary sewer system improvements, the District shall operate, maintain, repair, and/or replace the said improvements in order to provide sanitation services to the residents and properties within the boundaries of Miners Park. Miners Park shall transfer to the District all warranties, bonds, or other guarantees with respect to the construction of such improvements. Miners Park shall warrant, directly or indirectly, the construction of the sanitary sewer system improvements for a period of no less than two years. If Miners Park does not construct all or any portion of the sanitary sewer system improvements, Miners Park shall use commercially reasonable efforts to assist the District, as necessary, to ensure that the entity that completes such improvements dedicates and conveys the completed improvements to the District within thirty (30) days of completion of construction of such infrastructure.

**3.7 Dissolution of Miners Park.** As contemplated in the Service Plan, when the purposes for which the District was created have been accomplished and all of the financial obligations issued by Miners Park have been repaid, or when adequate provisions for payment thereof has been made, and there are no further operational requirements for any improvement installed by Miners Park, it shall take the necessary steps to dissolve pursuant to its Service Plan.

**3.8 Metro District Boundaries.** Except for expansion into the "Inclusion Area" boundaries, as described in the Service Plan, the boundaries of Miners Park shall not be expanded without the written consent of the District. In the event of an expansion without obtaining the written consent of the District, the District may petition the applicable administrative body or court for equitable or legal relief, including a boundary adjustment, and Miners Park shall indemnify and hold the District harmless, to the extent authorized by law, from any and all attorney fees it incurs in relation to such proceedings.

**3.9 Service Plan Modifications.** Miners Park shall not modify the Service Plan in such a manner that would affect the sanitary sewer powers therein or authority granted in this Agreement, and shall not change names or functions without the express written consent of the District's Board of Directors, as expressed in a resolution, which consent shall not be unreasonably withheld, conditioned or delayed for amendments not related to, or affecting the District. If Miners Park makes a written request of the District to modify the Service Plan, the District shall have forty-five (45) days from the effective date of such notice, as provided in Section 5 herein, to either approve or disapprove the request. If the District has not responded in writing by the end of the forty-five (45) days, consent to the amendment shall be deemed to have been given.

**4. NO WAIVER.** The waiver or delay of enforcement of one or more terms of this Agreement shall not constitute a waiver of the remaining terms. The waiver or delay in enforcement regarding any breach of this Agreement shall not constitute a waiver of any terms of the Agreement.

**5. NOTICE.** All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when personally delivered in writing or by facsimile, or mailed by registered or certified mail, postage prepaid, addressed as follows:

Miners Park Metropolitan Districts 1&2  
Attn: George Rowley  
White, Bear, Ankele, Tanaka & Waldon  
2154 East Commons Ave, Ste. 2000  
Centennial, CO 80122  
growley@wbapc.com

St. Vrain Sanitation District  
Attn: Rob Fleck  
11307 Business Park Circle  
Longmont, CO 80504  
(303) 682-4681  
Rob@stsan.com

Any Party may change the address for notice by providing notice in writing to the address set forth above. All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other parties hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, any of the Parties shall have the right from time to time to change its address.

**6. IMMUNITY.** It is the express intention of the Parties that this IGA is not to be construed as a contractual waiver of any immunities or defenses provided by § 24-10-101, et seq., C.R.S.,

or by other statutes or common law, not shall this IGA confer any benefit to any person other than the Parties.

7. **MODIFICATION OF AGREEMENT.** Any modification of this Agreement shall be binding only if evidenced in writing signed by all Parties.

8. **ASSIGNMENT.** No transfer or assignment of this Agreement or of any rights hereunder shall be made by any Party without the prior written consent of the other Parties, which consent shall not be unreasonably withheld.

9. **SEVERABILITY.** In the event any court of competent jurisdiction shall hold any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.

10. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the Parties concerning the subject matter and supersedes all prior conversations, proposals, negotiations, understandings, and agreements, whether written or oral.

11. **ATTORNEY FEES.** For any dispute arising from or related to this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.

12. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Colorado.

13. **ALTERNATIVE DISPUTE RESOLUTION.** In addition to the remedies set forth in paragraph 3.8, in the event of any dispute or claim arising under, or related to, this Agreement, the Parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within thirty (30) days after the earliest date on which one Party notifies the other Parties in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the parties agree to attempt in good faith to settle such dispute or claim by mediation under the auspices of a recognized established mediation service within the State of Colorado. Such mediation shall be conducted within sixty (60) days following any Party's written request therefor. If such dispute or claim is not settled through mediation, then any party may initiate a civil action in the District Court in and for Weld County, or before the Board of County Commissioners of Weld County, and the prevailing party shall be indemnified and held harmless by the other Party (or Parties), to the extent authorized by law, from any costs and expenses, including attorney fees, incurred in such legal proceedings.

[Signature Pages Follows]

DATED: July 12th, 2023.

**MINERS PARK METROPOLITAN DISTRICT NOS. 1 & 2**

By Robert Quinette  
Robert Quinette (Jul 12, 2023 12:52 MDT)  
\_\_\_\_\_  
Officer of the District

ATTEST:

Michael Blumenthal  
Michael Blumenthal (Jul 16, 2023 14:11 MDT)  
\_\_\_\_\_

DATED: April 19, 2023.

**ST. VRAIN SANITATION DISTRICT**

By:   
President

ATTEST:  
  
Secretary

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE TOWN OF FREDERICK, COLORADO,  
AND MINERS PARK METROPOLITAN DISTRICT NOS. 1 & 2**

THIS INTERGOVERNMENTAL AGREEMENT (this “**Agreement**”) is made and entered into as of this 16th day of February, 2023, by and between the TOWN OF FREDERICK, a statutory town of the State of Colorado (the “**Town**”), and MINERS PARK METROPOLITAN DISTRICT NOS. 1 & 2, each a quasi-municipal corporation and political subdivision of the State of Colorado (each a “**District**” and collectively referred to hereinafter as the “**Districts**”). The Town and the Districts are collectively referred to as the “**Parties**.”

**RECITALS**

WHEREAS, Section 29-1-203, C.R.S., authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide; and

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 Town on August 9, 2022 (“**Service Plan**”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the Districts, as required by Article 14 of the Town Land Use Code; and

WHEREAS, the Parties have determined it to be in the best interests of their respective taxpayers, residents, and property owners to enter into this 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. Application of Local Laws. The Districts shall be subject to and shall comply with all applicable provisions of the Town’s ordinances, resolutions, municipal code, rules, regulations, engineering specifications, standards, and policies, as the same may be amended from time to time. The foregoing includes, but is not limited to, requirements that must be met before improvements are accepted by the Town.

2. Operations and Maintenance. The Districts shall either retain ownership of or dedicate the Public Improvements (as defined in the Service Plan) to the Town or other appropriate jurisdiction or entity in a manner consistent with future development agreements or development plans. Dedication of Public Improvements shall be consistent with rules and regulations of the Town, or other appropriate jurisdiction, and applicable provisions of the Town Code. Notwithstanding the foregoing, the Districts shall provide for the operation and maintenance of any part or all of the Public Improvements of which they retain ownership and which are not operated and maintained by a homeowners association. The Districts may impose an Operating Mill Levy that is subject to the Limited Mill Levy restrictions set forth in the Service Plan, as



necessary, to provide for administrative and general operating expenses, operating and maintaining Public Improvements retained by the Districts or prior to their conveyance to the Town or other entity, and financing Public Improvements on a cash-flow basis. The Districts shall have the authority to provide covenant enforcement services, pursuant to Section 32-1-1004(8), C.R.S. Sanitary Sewer facilities will be conveyed to the St. Vrain Sanitation District as appropriate and pursuant to applicable agreements.

3. Streets. The Districts shall be authorized to plan for, design, construct, install, relocate, redevelop, and finance street improvements, but shall not be permitted to permanently acquire or to provide ongoing maintenance of any Interior Roads or Exterior Roads; provided however, that nothing contained herein shall limit the Districts' ability to reimburse the developer of the Project for costs incurred in providing for the street improvements, including those related to Interior Roads and/or Exterior Roads.

4. Sanitation. The Districts shall not, to the extent prohibited by law, duplicate the services provided by the St. Vrain Sanitation District as appropriate and pursuant to service agreements for property within the District Boundaries in any area of overlap except as may be consented to, and approved by, the St. Vrain Sanitation District's Board of Directors as expressed through the execution of a letter of consent or an intergovernmental agreement between the District and the Sanitary Sewer provider. The Districts' Boards will execute such intergovernmental agreement at the initial meeting of the Board after the entry of the order of formation by the District Court for and in Weld County, Colorado. In addition to all other parts of the Service Plan, the District shall comply with Section V.A.18 of the Service Plan.

5. Water. Water service to the Project is anticipated to be provided by the Town or the Districts, as appropriate. The Districts shall be authorized to plan for, design, construct, install, relocate, redevelop, finance, operate, and maintain both potable and non-potable water facilities within the Project, pursuant to this Agreement, including the enforcement of related covenants, if any. The Districts shall be authorized to acquire, operate, and maintain the non-potable water facilities, but shall not be authorized to acquire any potable water facilities or to provide potable water service; provided, however, that nothing contained herein shall limit the Districts' ability to reimburse the developer of the Project for costs incurred in providing any water facilities, whether potable or non-potable. The Districts shall not, to the extent prohibited by law, duplicate the services provided by the Town within the District Boundaries in any area of overlap except as may be consented to and approved by the Town through the execution of a letter of consent or an intergovernmental agreement between the Districts and the Town. Along with the other Service Plan requirements, the Districts shall comply with Section V.A.18. of the Service Plan.

6. Park and Recreation. The Districts shall be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, and maintain park and recreation facilities or programs, including, but not limited to, trails, open space, landscaping, irrigation facilities, and all necessary incidental and appurtenant facilities, land, and easements, together with extensions of and improvements to said facilities within and without the District Boundaries. Certain park and recreation improvements may be retained by the Districts and operated and maintained by the Districts or an HOA. The Districts shall not, to the extent prohibited by law, duplicate the services provided by the Carbon Valley Park and Recreation District within the District Boundaries in any area of overlap except as may be consented to, and approved by, the Carbon Valley Park and

Recreation District's Board of Directors as expressed through the execution of a letter of consent or an intergovernmental agreement between the Districts and the Carbon Valley Park and Recreation District. Along with the other Service Plan requirements, the Districts shall comply with Section V.A.18. of the Service Plan.

7. 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 or services are provided pursuant to an intergovernmental agreement with the Frederick-Firestone Fire Protection District, or any successor thereof. The authority to plan for, design, acquire, construct, install, relocate, redevelop, or finance fire hydrants and related improvements installed as part of any water system shall not be limited by this provision.

8. Television and Relay 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 specifically provided for in this Agreement or a separate agreement with the Town.

9. Construction Standards. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction. The Districts will obtain the Town's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

10. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed bonds or other obligations, the payment of which the Districts have promised to impose an ad valorem property tax mill levy ("**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 the District for the [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.

11. Inclusions and Exclusions. The Districts shall not include within their boundaries any property from outside the District Boundaries without the prior written consent of the Town Board. Notice of all inclusions or exclusions shall be provided to the Town pursuant to the annual report filed in accordance with Section VII.A. of this Service Plan.

12. Initial Debt. On or before the effective date of approval by the Town of an Approved Development Plan and the execution of this Agreement, 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 or collect any fees used for the purpose of repayment of Debt.

13. Total Debt Issuance. No District (itself or together with the other Districts, in the aggregate) shall issue Debt in excess of Thirty Million (\$30,000,000) (the "Total Debt Issuance Limitation") without the approval of the Town. Notwithstanding the foregoing, the Total Debt Issuance Limitation shall increase to Forty-Eight Million Dollars (\$48,000,000) if the Town approves the issuance of revenue bonds related to water resource fees in accordance with Section V.A.16 of the Service Plan.

14. 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 Town is eligible to apply for, unless specifically provided for herein. This Section shall not apply to specific ownership taxes which shall be distributed to and constitute a revenue source for the Districts without any limitation.

15. Consolidation. With the exception of any of the other Miners Park Metropolitan District Nos. 1 & 2, as limited by Article VI.C.5 of the Service Plan, the Districts shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town Board.

16. Bankruptcy Limitation. All of the limitations contained in the Service Plan, including, but not limited to, those pertaining to the Limited Mill Levy, have been established under the authority of the Town 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 that is approved by the Town Board; 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 Limited Mill Levy (unless previously approved by the Town Board), shall be deemed a material modification of the 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 Town Board as part of a Service Plan Amendment.

17. Revenue Bond Limitation. The Districts shall not issue revenue bonds, except as set forth in this Section. Prior to issuing any other revenue bonds, the District or Districts proposing to issue such other revenue bonds shall submit all relevant details of such issuance to the Town Manager, who shall determine whether the issuance of revenue bonds constitutes a material

modification of the Service Plan. If it is determined that the issuance of such other revenue bonds constitutes a material modification of the Service Plan, the District shall then proceed to amend the Service Plan in accordance with Section 32-1-207, C.R.S., prior to issuing the revenue bonds. The Districts may determine to issue revenue bonds related to water resource fees in the future, in which case, the Districts shall comply with the requirements set forth in this Section. The District may collect a “district water acquisition fee” for paying the revenue bonds used to defray the cost of acquiring water for the District. Such fees shall be one-time fees imposed at or before building permit and shall not be subject to the limits set forth in Section VI.D.2 herein. For the purposes of this Service Plan, bonds financed with tax increment revenue shall not constitute revenue bonds requiring the Town Board’s prior written consent. For the purposes of this Service Plan, bonds financed with tax increment revenue shall not constitute revenue bonds requiring the Town Board’s prior written consent.

18. Eminent Domain Limitation. The Districts shall not exercise its statutory power of eminent domain without the prior written consent of the Town Board. Notwithstanding any other provisions to the contrary in this Service Plan, the Town consents to the Districts’ use of eminent domain to condemn oil and gas wells, tanks, pipelines and other facilities in the Service Area as necessary for development to occur.

19. Overlapping Districts. The Town shall be held harmless if St. Vrain Sanitation District, Carbon Valley Park and Recreation District, and/or Frederick-Firestone Fire Protection District refuse to authorize services; and from any claims brought by these entities for improvements constructed or installed or services provided prior to receiving necessary and appropriate consent from these entities which are providing services to the Districts or its constituents.

20. Covenant Enforcement. The Districts shall have the power to provide covenant enforcement services within its territorial boundaries, subject to the requirements and limitations set forth in Section 32-1-1004(8), C.R.S.

21. Service Plan Amendment Requirement. Any action of the Districts which violates the limitations set forth in Sections V.A.1-19 or VI.B-H of the Service Plan, or which constitutes a material modification under Section 14.4 of the Town Land Use Code, as it may be amended from time to time, shall be deemed to be a material modification to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin any such action(s) of the Districts. The Town may also seek damages for breach of this Agreement arising from violations by the Districts of any provision of the Service Plan.

22. Annual Report. In accordance with Section 14.3(a) of the Town Land Use Code, as it may be amended from time to time, the Districts shall file an annual report (“**Annual Report**”) with the Town Clerk each year following the year in which the Orders and Decrees creating the Districts have been issued by the District Court for and in Weld County, Colorado, containing the information set forth in Section VII of the Service Plan.

23. Contribution Mill Levy. Without increasing the Limited Mill Levy, at any time a District imposes a mill levy for debt service purposes, such District shall impose a Contribution Mill Levy of three (3) mills for purposes of financing capital improvements or for financing

operations and maintenance expenses associated with Town capital improvements, which revenues shall be remitted to the Town upon the District's receipt. The revenues received by the Town from the Contribution Mill Levy may be applied to any Town capital improvement so long as the capital improvement is one that the District could otherwise finance (e.g., streets, traffic safety controls, street lighting, water, sanitary sewer, storm drainage, landscaping improvements, and parks and recreation). In the event that a District does not impose a Debt Mill Levy, such District shall have no obligation to levy, collect, or pay over to the Town the three (3) mills set forth herein.

24. Operating Mill Levy. The Districts may impose an ad valorem mill levy to fund administrative and general operating expenses, operating and maintaining Public Improvements that are retained by the Districts or prior to their conveyance to the Town or other entity, financing Public Improvements on a cash-flow basis, and repaying any advances provided to the Districts for such purposes. The Operating Mill Levy shall be subject to the Limited Mill Levy restrictions contained in Section VI.C. of the Service Plan

25. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law, including the Annual Report, 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 Federal Express or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District:                   Miners Park Metropolitan District Nos. 1 & 2  
  WHITE BEAR ANKELE TANAKA & WALDRON  
  2154 East Commons Avenue, Suite 2000  
  Centennial, Colorado 80122  
  Attn: George Rowley, Esq.  
  Phone: (303) 858-1800  
  Fax: (303) 858-1801  
  growley@wbapc.com

To the Town:                   Town of Frederick  
  401 Locust Street  
  P.O. Box 435  
  Frederick, CO 80530  
  Attn: Town Attorney  
  Cc: Planning Director  
  Phone: (720) 382-5500  
  Fax: (720) 382-5520

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express 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. Miscellaneous.

a. Effective Date. This Agreement shall be in full force and effect and be legally binding upon final approval of the governing bodies of the Parties. No Debt shall be issued by the Districts until after the effective date of this Agreement.

b. Nonassignability. No Party to this Agreement may assign any interest therein to any person without the consent of the other party hereto at that time, and the terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of each party hereto.

c. Amendments. This Agreement may be amended from time to time by written amendment, duly authorized and signed by representatives of the Parties hereto.

d. Severability. If any section, subsection, paragraph, clause, phrase, or other provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, phrase, or other provision shall not affect any of the remaining provisions of this Agreement.

e. Execution of Documents. This Agreement shall be executed in two (2) counterparts, either of which shall be regarded for all purposes as one original. Each party agrees that it will execute any and all deeds, instruments, documents, and resolutions or ordinances necessary to give effect to the terms of this Agreement.

f. Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

g. 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.

h. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for all actions brought hereunder shall be in the District Court in and for Weld County.

i. 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.

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

k. No Third-Party Beneficiaries. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

l. Entirety. Except for the Service Plan, this Agreement merges and supersedes all prior negotiations, representations, and agreements between the Parties hereto relating to the subject matter hereof and constitutes the entire Agreement between the Parties concerning the subject matter hereof.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, this Agreement is executed by the Town and Districts as of the date first above written.

**TOWN OF FREDERICK, COLORADO**

By:   
Tracie Crites, Mayor

ATTEST:

  
Meghan Martinez, Town Clerk  
Kelly Green, Deputy Town Clerk



APPROVED AS TO FORM:

  
Town Attorney

***Town's Signature Page to Intergovernmental Agreement between the Town of Frederick, Colorado and Miners Park Metropolitan District Nos. 1 & 2, dated February 16, 2023***



**MINERS PARK METROPOLITAN  
DISTRICT NOS. 1 & 2**, quasi-municipal  
corporations and political subdivisions of the  
State of Colorado

By: Michael Blumenthal  
Officer of the Districts

ATTEST:

ROBERT QUINETTE  
ROBERT QUINETTE (Feb 23, 2023 15:52 MST)

APPROVED AS TO FORM:  
WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

George M Rowley  
General Counsel to the Districts

***Districts' Signature Page to Intergovernmental Agreement between the Town of Frederick,  
Colorado and Miners Park Metropolitan District Nos. 1 & 2, dated February 16, 2023***

**EXHIBIT B**  
**2023 Assessed Valuations**

# CERTIFICATION OF VALUATION BY WELD COUNTY ASSESSOR

Name of Jurisdiction: 1774 - MINERS PARK METROPOLITAN DISTRICT NO. 1

IN WELD COUNTY ON 12/10/2023

New Entity: No

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

IN ACCORDANCE WITH 39-5-121(2)(a) AND 39-5-128(1),C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2023 IN WELD COUNTY, COLORADO

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$960
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: *	\$910
3. LESS TIF DISTRICT INCREMENT, IF ANY:	\$0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$910
5. NEW CONSTRUCTION: **	\$0
6. INCREASED PRODUCTION OF PRODUCING MINES: #	\$0
7. ANNEXATIONS/INCLUSIONS:	\$0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: #	\$0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD ## OR LAND ( 29-1-301(1)(b) C.R.S.):	\$0
10. TAXES COLLECTED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1))(a) C.R.S.):	\$0.00
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a) C.R.S.) and (39-10-114(1)(a)(I)(B) C.R.S.):	\$0.00

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

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

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

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

**USE FOR 'TABOR' LOCAL GROWTH CALCULATIONS ONLY**

IN ACCORDANCE WITH THE PROVISION OF ARTICLE X, SECTION 20, COLO CONST, AND 39-5-121(2)(b),C.R.S. THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2023 IN WELD COUNTY, COLORADO ON AUGUST 25, 2023

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: @	\$3,450
ADDITIONS TO TAXABLE REAL PROPERTY:	
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: !	\$0
3. ANNEXATIONS/INCLUSIONS:	\$0
4. INCREASED MINING PRODUCTION: %	\$0
5. PREVIOUSLY EXEMPT PROPERTY:	\$0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	\$0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT:	\$0
<small>(If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.)</small>	
DELETIONS FROM TAXABLE REAL PROPERTY:	
8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	\$0
9. DISCONNECTIONS/EXCLUSION:	\$0
10. PREVIOUSLY TAXABLE PROPERTY:	\$0

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

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

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

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

NOTE: All levies must be Certified to the Board of County Commissioners NO LATER THAN DECEMBER 15, 2023

IN ACCORDANCE WITH 39-5-128(1.5)C.R.S. THE ASSESSOR PROVIDES: HB21-1312 ASSESSED VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **	
<small>** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119 f(3). C.R.S.</small>	

# CERTIFICATION OF VALUATION BY WELD COUNTY ASSESSOR

Name of Jurisdiction: 1775 - MINERS PARK METROPOLITAN DISTRICT NO. 2

IN WELD COUNTY ON 12/10/2023

New Entity: No

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

IN ACCORDANCE WITH 39-5-121(2)(a) AND 39-5-128(1),C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2023 IN WELD COUNTY, COLORADO

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$28,580
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: *	\$92,330
3. LESS TIF DISTRICT INCREMENT, IF ANY:	\$0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$92,330
5. NEW CONSTRUCTION: **	\$0
6. INCREASED PRODUCTION OF PRODUCING MINES: #	\$0
7. ANNEXATIONS/INCLUSIONS:	\$0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: #	\$0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD ## OR LAND ( 29-1-301(1)(b) C.R.S.):	\$0
10. TAXES COLLECTED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1))(a) C.R.S.):	\$0.00
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a) C.R.S.) and (39-10-114(1)(a)(I)(B) C.R.S.):	\$0.00

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

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

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

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

**USE FOR 'TABOR' LOCAL GROWTH CALCULATIONS ONLY**

IN ACCORDANCE WITH THE PROVISION OF ARTICLE X, SECTION 20, COLO CONST, AND 39-5-121(2)(b),C.R.S. THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2023 IN WELD COUNTY, COLORADO ON AUGUST 25, 2023

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: @	\$101,599
ADDITIONS TO TAXABLE REAL PROPERTY:	
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: !	\$0
3. ANNEXATIONS/INCLUSIONS:	\$0
4. INCREASED MINING PRODUCTION: %	\$0
5. PREVIOUSLY EXEMPT PROPERTY:	\$0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	\$0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT:	\$0
(If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.)	
DELETIONS FROM TAXABLE REAL PROPERTY:	
8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	\$0
9. DISCONNECTIONS/EXCLUSION:	\$0
10. PREVIOUSLY TAXABLE PROPERTY:	\$0

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

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

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

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

NOTE: All levies must be Certified to the Board of County Commissioners NO LATER THAN DECEMBER 15, 2023

IN ACCORDANCE WITH 39-5-128(1.5)C.R.S. THE ASSESSOR PROVIDES: HB21-1312 ASSESSED VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **	
** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119 f(3). C.R.S.	

**EXHIBIT C**  
**2024 Budgets**

**MINERS PARK METROPOLITAN DISTRICT NO. 1**  
**2024**  
**BUDGET MESSAGE**

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

Miners Park Metropolitan District No. 1 has adopted a budget for one fund, 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 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.

**Miners Park Metropolitan District No. 1**  
**Adopted Budget**  
**General Fund**  
**For the Year ended December 31, 2024**

	Actual <u>2022</u>	Adopted Budget <u>2023</u>	Estimate <u>2023</u>	Adopted Budget <u>2024</u>
Beginning fund balance	\$ -	\$ -	\$ -	\$ -
Revenues:				
Property taxes	-	-	-	-
Specific Ownership taxes	-	-	-	-
Developer advances	-	49,000	-	51,000
Interest/Misc Income	-	-	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
Total revenues	-	49,000	-	51,000
	<hr/>	<hr/>	<hr/>	<hr/>
Total funds available	-	49,000	-	51,000
	<hr/>	<hr/>	<hr/>	<hr/>
Expenditures:				
Accounting / audit	-	-	-	3,500
Election	-	2,500	-	-
Engineering	-	-	-	10,000
Insurance/ SDA Dues	-	3,000	-	2,500
Legal	-	30,000	-	15,000
Management	-	-	-	1,500
Miscellaneous	-	-	-	2,000
Treasurer's Fees	-	-	-	-
Contingency	-	10,000	-	15,000
Emergency Reserve	-	1,365	-	1,500
	<hr/>	<hr/>	<hr/>	<hr/>
Total expenditures	-	46,865	-	51,000
	<hr/>	<hr/>	<hr/>	<hr/>
Ending fund balance	<u>\$ -</u>	<u>\$ 2,135</u>	<u>\$ -</u>	<u>\$ -</u>
Assessed valuation		<u>\$ -</u>		<u>\$ 910</u>
Mill Levy		<u>-</u>		<u>-</u>

**MINERS PARK METROPOLITAN DISTRICT NO. 2**  
**2024**  
**BUDGET MESSAGE**

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

Miners Park Metropolitan District No. 2 has adopted a budget for one fund, 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 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.



**Miners Park Metropolitan District No. 2**  
**Adopted Budget**  
**General Fund**  
**For the Year ended December 31, 2024**

	Actual <u>2022</u>	Adopted Budget <u>2023</u>	Estimate <u>2023</u>	Adopted Budget <u>2024</u>
Beginning fund balance	\$ -	\$ -	\$ -	\$ -
Revenues:				
Property taxes	-	-	-	-
Specific Ownership taxes	-	-	-	-
Developer advances	-	-	-	51,000
Interest/Misc Income	-	-	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
Total revenues	-	-	-	51,000
	<hr/>	<hr/>	<hr/>	<hr/>
Total funds available	-	-	-	51,000
	<hr/>	<hr/>	<hr/>	<hr/>
Expenditures:				
Accounting / audit	-	-	-	3,500
Election	-	-	-	-
Engineering	-	-	-	10,000
Insurance/ SDA Dues	-	-	-	2,500
Legal	-	-	-	15,000
Management	-	-	-	1,500
Miscellaneous	-	-	-	2,000
Treasurer's Fees	-	-	-	-
Contingency	-	-	-	15,000
Emergency Reserve	-	-	-	1,500
	<hr/>	<hr/>	<hr/>	<hr/>
Total expenditures	-	-	-	51,000
	<hr/>	<hr/>	<hr/>	<hr/>
Ending fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Assessed valuation		<u>\$ -</u>		<u>\$ 92,330</u>
Mill Levy		<u>-</u>		<u>-</u>

**EXHIBIT D**  
**2023 Audit Exemption Applications**

# APPLICATION FOR EXEMPTION FROM AUDIT

## SHORT FORM

NAME OF GOVERNMENT  
ADDRESS

Miners Metropolitan District No. 1
c/o White Bear Ankele Tanaka & Waldron, PC
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
George Rowley
303.858.1800
<a href="mailto:Growley@wbapc.com">Growley@wbapc.com</a>

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
<i>Diane K. Wheeler</i>	2/8/2024

Please indicate whether the following financial information is recorded using Governmental or Proprietary fund types	<b>GOVERNMENTAL</b> <small>(MODIFIED ACCRUAL BASIS)</small>	<b>PROPRIETARY</b> <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)	\$ -	
2-18	Proceeds from sale of capital assets	\$ -	
2-19	Fire and police pension	\$ -	
2-20	Donations	\$ -	
2-21	Other (specify):	\$ -	
2-22		\$ -	
2-23		\$ -	
2-24	(add lines 2-1 through 2-23) <b>TOTAL REVENUE</b>	\$ -	

## 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	\$ -	
3-2	Salaries	\$ -	
3-3	Payroll taxes	\$ -	
3-4	Contract services	\$ -	
3-5	Employee benefits	\$ -	
3-6	Insurance	\$ -	
3-7	Accounting and legal fees	\$ -	
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): Miscellaneous	\$ -	
3-24		\$ -	
3-25		\$ -	
3-26	(add lines 3-1 through 3-24) <b>TOTAL EXPENDITURES/EXPENSES</b>	\$ -	

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 type="checkbox"/>	<input checked="" type="checkbox"/>
4-2	Is the debt repayment schedule attached? If no, <b>MUST</b> explain below: <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4-3	Is the entity current in its debt service payments? If no, <b>MUST</b> explain below: <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></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	\$ -	\$ -
	Other (specify):	\$ -	\$ -
	<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>

\*\*Subscription Based Information Technology Arrangements

\*Must agree to prior year-end balance

		Yes	No
4-5	Does the entity have any authorized, but unissued, debt?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes:	How much? <span style="float: right; border: 1px solid black; padding: 2px;">\$ 528,000,000.00</span>		
	Date the debt was authorized: <span style="float: right; border: 1px solid black; padding: 2px;">11/8/2022</span>		
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? <span style="float: right; border: 1px solid black; padding: 2px;">\$ -</span>		
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? <span style="float: right; border: 1px solid black; padding: 2px;">\$ -</span>		
4-8	Does the entity have any lease agreements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes:	What is being leased? <span style="float: right; border: 1px solid black; padding: 2px;"></span>		
	What is the original date of the lease? <span style="float: right; border: 1px solid black; padding: 2px;"></span>		
	Number of years of lease? <span style="float: right; border: 1px solid black; padding: 2px;"></span>		
	Is the lease subject to annual appropriation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	What are the annual lease payments? <span style="float: right; border: 1px solid black; padding: 2px;">\$ -</span>		

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

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

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)	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ -	\$ -	\$ -	\$ -

\*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.):	\$ -
<b>TOTAL</b>	\$ -
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	\$ 46,865

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

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

**If no, MUST explain:**

## PART 10 - GENERAL INFORMATION

	Yes	No
<b>10-1</b> Is this application for a newly formed governmental entity? If yes: Date of formation: <input style="width: 400px;" type="text" value="1/11/2023"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>10-2</b> Has the entity changed its name in the past or current year? If yes: Please list the NEW name & PRIOR name: <input style="width: 600px;" type="text"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>10-3</b> Is the entity a metropolitan district? Please indicate what services the entity provides: <input style="width: 600px;" type="text" value="Sanitary sewer/storm drainage, streets, water, traffic and safety controls, park &amp; recreation"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>10-4</b> 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 style="width: 600px;" type="text"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>10-5</b> Has the district filed a <i>Title 32, Article 1 Special District Notice of Inactive Status</i> during If yes: Date Filed: <input style="width: 450px;" type="text"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>10-6</b> Does the entity have a certified Mill Levy? If yes: Please provide the following <u>mills</u> levied for the year reported (do not report \$ amounts):	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bond Redemption mills <input style="width: 100px;" type="text" value="-"/> General/Other mills <input style="width: 100px;" type="text" value="-"/> Total mills <input style="width: 100px;" type="text" value="-"/>		
	Yes	No
<b>10-7</b> <b>NEW 2023!</b> 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 style="width: 600px; height: 20px;" type="text"/>	<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	I <u>Michael Blumenthal</u> , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed <u><i>Michael Blumenthal</i></u> Date: Mar 24, 2024 My term Expires: <u>May 2025</u>
	Michael Blumenthal	
Board Member 2	Print Board Member's Name	I <u>Robert Quinette</u> , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed <u><i>Robert Quinette</i></u> Date: Mar 25, 2024 My term Expires: <u>May 2025</u>
	Robert Quinette	
Board Member 3	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 4	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 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: _____

# APPLICATION FOR EXEMPTION FROM AUDIT

## SHORT FORM

NAME OF GOVERNMENT  
ADDRESS

Miners Metropolitan District No. 2
c/o White Bear Ankele Tanaka & Waldron, PC
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
George Rowley
303.858.1800
<a href="mailto:Growley@wbapc.com">Growley@wbapc.com</a>

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
<i>Diane K. Wheeler</i>	<b>3/16/2024</b>

Please indicate whether the following financial information is recorded using Governmental or Proprietary fund types	<b>GOVERNMENTAL</b> <small>(MODIFIED ACCRUAL BASIS)</small>	<b>PROPRIETARY</b> <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)	\$ -	
2-18	Proceeds from sale of capital assets	\$ -	
2-19	Fire and police pension	\$ -	
2-20	Donations	\$ -	
2-21	Other (specify):	\$ -	
2-22		\$ -	
2-23		\$ -	
2-24	(add lines 2-1 through 2-23) <b>TOTAL REVENUE</b>	\$ -	

## 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	\$ -	
3-2	Salaries	\$ -	
3-3	Payroll taxes	\$ -	
3-4	Contract services	\$ -	
3-5	Employee benefits	\$ -	
3-6	Insurance	\$ -	
3-7	Accounting and legal fees	\$ -	
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): Miscellaneous	\$ -	
3-24		\$ -	
3-25		\$ -	
3-26	(add lines 3-1 through 3-24) <b>TOTAL EXPENDITURES/EXPENSES</b>	\$ -	

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 type="checkbox"/>	<input checked="" type="checkbox"/>
4-2	Is the debt repayment schedule attached? If no, <b>MUST</b> explain below: <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4-3	Is the entity current in its debt service payments? If no, <b>MUST</b> explain below: <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></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	\$ -	\$ -
	Other (specify):	\$ -	\$ -
	<b>TOTAL</b>	\$ -	\$ -

\*\*Subscription Based Information Technology Arrangements

\*Must agree to prior year-end balance

		Yes	No
4-5	Does the entity have any authorized, but unissued, debt?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes:	How much? Date the debt was authorized:		
	\$ 528,000,000.00 11/8/2022		
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?		
	\$ -		
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?		
	\$ -		
4-8	Does the entity have any lease agreements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes:	What is being leased? What is the original date of the lease? Number of years of lease?		
	Is the lease subject to annual appropriation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	What are the annual lease payments?		
	\$ -		

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

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

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)	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

\*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.):	\$ -
<b>TOTAL</b>	<b>\$ -</b>
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	\$ -

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

Please answer the following question by marking in the appropriate box

Yes

No

**9-1** Is the entity in compliance with all the provisions of TABOR [State Constitution, Article X, Section 20(5)]?

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

If no, **MUST** explain:

## PART 10 - GENERAL INFORMATION

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

Yes

No

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

10-1

If yes: Date of formation:

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

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

**10-3** Is the entity a metropolitan district?

Please indicate what services the entity provides:

**10-4** 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:

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

If yes: Date Filed:

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

If yes:

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

Bond Redemption mills

General/Other mills

Total mills

Yes

No

N/A

**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.

10-7

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

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- 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 Michael Blumenthal	I <u>Michael Blumenthal</u> , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed <u><i>Michael Blumenthal</i></u> Date: <u>Mar 24, 2024</u> My term Expires: <u>May 2025</u>
Board Member 2	Print Board Member's Name Robert Quinette	I <u>Robert Quinette</u> , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed <u><i>Robert Quinette</i></u> Date: <u>Mar 25, 2024</u> My term Expires: <u>May 2025</u>
Board Member 3	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 4	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 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: _____



**EXHIBIT E**  
**Certificate of Compliance**

By signature below, the President of the Board of Directors certifies that, to the best of his actual knowledge, the District is in compliance with all provisions of the Service Plan. This Certification is provided in relation to the Annual Report for the year 2023, as required under the Service Plan for the Miners Park Metropolitan District Nos. 1-2.

*Robert Quinette*

Robert Quinette (Aug 23, 2024 10:17 MDT)

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Robert Quinette, President