

# NEWLIN CROSSING METROPOLITAN DISTRICT

## 2022 ANNUAL REPORT

Pursuant to §32-1-207(3)(c) and the Service Plan for Newlin Crossing Metropolitan District (the “**District**”), the District is required to provide an annual report to the Town of Parker (the “**Town**”) with regard to the following matters:

For the year ending December 31, 2022, the District makes the following report:

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

#### **1. Boundary changes made**

There were no changes made to the District’s boundaries in 2022.

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

The District and the Town entered into that certain Town of Parker Model Intergovernmental Agreement Between the Town of Parker, Colorado and Newlin Crossing Metropolitan District dated January 24, 2022 and attached hereto as **Exhibit A**.

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

The District has not adopted any rules and regulations.

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

To our actual knowledge, based on review of the court records in Douglas 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, 2022.

#### **5. The status of the construction of public improvements by the District.**

The District did not construct any public improvements during 2022.

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

The District did not construct any facilities or improvements that were conveyed or dedicated to the Town in 2022.

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

The 2022 final assessed valuation of the District is attached hereto as **Exhibit B**.

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

A copy of the 2023 Budget is 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 2022 Audit Exemption Application is attached hereto as **Exhibit D**.

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

To our actual knowledge, the District did not receive notice of any uncured defaults existing for more than ninety (90) days under any debt instrument of the District.

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

To our actual knowledge, there was not any inability of the District to pay its obligations as they come due under any obligation which continue beyond a ninety (90) day period.

**Service Plan Requirements**

**1. A list of public infrastructure the District constructed or installed during the report year, and a schedule for the construction or installation of future public infrastructure, as well as any maintenance operations or activities the District has undertaken during the report year and maintenance operations or activities the District plans to undertake in the upcoming year.**

The District did not install any public infrastructure during 2022 and does not have immediate plans to construct or install public infrastructure. The District does not anticipate operating or maintaining any public infrastructure during 2023.

**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 District for the report year including a statement of financial condition (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.**

The 2022 Audit Exemption Application is 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 District 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.**

The District did not incur any capital expenditures in the development of public facilities in 2022. During the next five years, the District intends to construct, or cause the construction of Public Improvements serving the project, including but not limited to streets, water, sanitation, storm water improvements, and park and recreation improvements.

- 4. Unless disclosed withing a separate schedule to the financial statements, a summary of the financial obligations of the District 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 District in the report year, the total assessed valuation of all taxable properties within the District as of January 1 of the report year and the current mill levy of the District pledged to Debt retirement in the report year.**

The 2022 final assessed valuation of the District is attached hereto as **Exhibit B**. The District's 2022 Mill Levy Certification is attached hereto as **Exhibit E**.

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

A copy of the 2023 Budget is attached hereto as **Exhibit C**.

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

No residential or commercial development occurred within the District in 2022.

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

The District did not impose any fees, charges, or assessments as of January 1, 2022. The District's 2022 Mill Levy Certification is attached hereto as **Exhibit E**.

- 8. Certification of the Board that no action, event or condition enumerated in Town Code Section 10.11.060 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 Council.**

To the best the District's actual knowledge, no action, event or condition enumerated in Town Code section 10.11.060 occurred in 2022.

- 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.**

Debra Hessler	9193 S Jamaica Street, 4 <sup>th</sup> Floor Englewood, CO 80112 303-486-5033
Jennifer Thornbloom	9193 S Jamaica Street, 4 <sup>th</sup> Floor Englewood, CO 80112 303-486-5033
Jonathan Beckwitt	9193 S Jamaica Street, 4 <sup>th</sup> Floor Englewood, CO 80112 303-486-5033
Joseph Huey	9193 S Jamaica Street, 4 <sup>th</sup> Floor Englewood, CO 80112 303-486-5033
Kent Pedersen	9193 S Jamaica Street, 4 <sup>th</sup> Floor Englewood, CO 80112 303-486-5033

Regular Meetings:

Date: November 1, 2023  
Place: Via teleconference  
Time: 1:30 p.m.

General Counsel:  
Clint C. Waldron, Esq.  
White Bear Ankele Tanaka & Waldron  
2154 E. Commons Ave, Suite 2000  
Centennial, CO 80122

The District does not have a chief administrative officer.

**10. Certification from the Board of the District that the District is in compliance with all provisions of the Service Plan.**

To the best of the District's actual knowledge, the District is in compliance with all the provisions of the Service Plan.

**11. A copy of the most recent notice issued by the District, pursuant to Section 32-1-809, C.R.S.**

A copy of the District's most recent notice pursuant to Section 32-1-809, C.R.S. is attached hereto as **Exhibit F**.

**12. A copy of any Intergovernmental Agreements entered into by the District since the filing of the last annual report.**

The District and the Town entered into that certain Town of Parker Model Intergovernmental Agreement Between the Town of Parker, Colorado and Newlin Crossing Metropolitan District dated January 24, 2022 and attached hereto as **Exhibit A**.

**EXHIBIT A**  
**Intergovernmental Agreement**

**TOWN OF PARKER  
MODEL INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE TOWN OF PARKER, COLORADO AND  
NEWLIN CROSSING METROPOLITAN DISTRICT**

THIS AGREEMENT (the "Agreement") is made and entered into as of this 24<sup>th</sup> day of January, 2022, by and between the TOWN OF PARKER, a home rule municipal corporation of the State of Colorado (the "Town"), and the NEWLIN CROSSING METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"). The Town and the District are collectively referred to as the Parties.

**WITNESSETH:**

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

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District's Service Plan approved by the Town on September 20, 2021 (the "Service Plan"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the District, as required by Chapter 10.11 of the Town Code; and

WHEREAS, specific regional improvements were identified in the Service Plan and as more particularly set forth on Exhibit A (the "Regional Infrastructure"), which Regional Infrastructure the Town has determined is necessary or desirable in connection with the impacts of the development of the Property; and

WHEREAS, in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design and construction of the Regional Infrastructure (the "Infrastructure Capital Mill Levy"), and the District has conducted an election under Article X, Section 20 of the Colorado Constitution ("TABOR") to enable it to impose the Infrastructure Capital Mill Levy and to issue debt repayable from the Infrastructure Capital Mill Levy; and

WHEREAS, the parties to this Agreement acknowledge the need for the Regional Improvements in order to accomplish the comprehensive development of the property located within the District's service area (the "Property"); and

WHEREAS, the parties further acknowledge that the Town will also have certain infrastructure capital and maintenance needs resulting from the development of the Property ("Town Infrastructure"); and

WHEREAS, in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design, construction and maintenance of the Town Infrastructure (the "Town Capital and Maintenance Mill Levy"), and the District has conducted an election under TABOR to enable it to impose the Town Capital

and Maintenance Mill Levy and to issue debt repayable from the Town Capital and Maintenance Mill Levy; and

WHEREAS, the parties further acknowledge that the District will have certain ongoing administrative obligations, as well as regional maintenance obligations with regard to the Regional Infrastructure, and in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of 5.000 mills (the “Operation and Maintenance Mill Levy”) for such purposes; and

WHEREAS, the Town has approved the final plat for the Property; 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 Intergovernmental Agreement (“Agreement”) to address the utilization of the various mill levies as well as certain other matters related to the organization, powers and authorities of the District.

WHEREAS, any capitalized term not specifically defined in this Agreement shall have that meaning as set forth in the Service Plan; and

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:

1. Infrastructure Capital Mill Levy. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design and construction of the Regional Infrastructure. The utilization of the Infrastructure Capital Mill Levy is set forth on Exhibit A to this Agreement.

2. Town Capital and Maintenance Mill Levy. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design, construction and/or maintenance of the Town Infrastructure. The utilization of the Infrastructure Capital Mill Levy is set forth on Exhibit B to this Agreement.

3. Operation and Maintenance Mill Levy. The District agrees to impose a property tax of up to 5 mills which shall be used for the ongoing administrative and operating expenses of the District, and for the maintenance of certain of the Regional Infrastructure, as set forth on Exhibit C to this Agreement.

4. General Provisions Applicable to the Mill Levies. The Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy shall be imposed by the District the first year the District certifies a Maximum Debt Mill Levy and shall be subject to the Mill Levy Adjustment. The Operation and Maintenance Mill Levy shall be imposed by the District at the District’s discretion but in a manner that will enable the District to perform its maintenance obligations in connection with the Regional Infrastructure in a timely and adequate manner. The District acknowledges and agrees that the requirement to levy the Infrastructure Capital Mill Levy, the Town Capital and Maintenance Mill Levy and the Operation and Maintenance Mill Levy (together, the “Mill Levies”) is a material consideration in, and a condition of, the Town’s approval of the District’s Service Plan, and that the Town has relied thereon in approving the



District's Service Plan. The District specifically agrees that the requirement that the District impose the Mill Levies and to utilize the funds as set forth in this Agreement shall be enforceable by the Town by all remedies available at law or in equity, including without limitation affirmative injunctive relief. The District represents and warrants that it has obtained all voter authorizations to enable it to impose the Mill Levies, and to pledge the revenues from the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy to the repayment of debt issued by either the District or the Town, if and as applicable.

The District shall remit any revenues from the Mill Levies that are due to the Town no later than March 15 and June 30 each year, and the Town shall deposit and maintain such revenues in a separate fund earmarked specifically for use only as set forth in this Agreement (the "Newlin Crossing Metropolitan District Fund"). Any revenues from the Mill Levies the District receives after June 30 shall be remitted to the Town within 30 days of their receipt. The monies in the Newlin Crossing Metropolitan District Fund may be applied to any design, planning, engineering, surveying, construction management, labor, materials, operations and administrative costs related to construction of the Regional Infrastructure and the Town Infrastructure as further detailed in this Agreement. On a quarterly basis, the Town shall provide to the District an accounting of revenues received from the District attributable to the Mill Levies, along with an itemization of expenditures made in major categories.

5. Operation and Maintenance of the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with the final approved plat, other rules and regulations of the Town, and applicable provisions of the Town Code. The District shall not be authorized to operate and maintain any part or all of the Public Improvements, or any other improvements, public or private, unless specifically provided for in this Agreement or separate agreement with the Town.

6. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless specifically provided for in this Agreement or separate agreement with the Town. This provision shall not limit the District's authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system.

7. Television Relay and Translation; Mosquito Control and Other Limitations. Unless specifically provided for in this Agreement or separate agreement with the Town, the District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, maintain or provide: (a) any television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project; (b) any mosquito control facilities and services; (c) any solid waste disposal, collection and transportation facilities and services; and (d) any security, covenant enforcement and design review services.

8. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of federal and state governmental entities having proper jurisdiction. The District 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.

9. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed bonds or other obligations, the payment of which the District has promised to impose an *ad valorem* property tax mill levy ("Debt"), the District shall obtain the certification of an External Financial Advisor substantially as follows:

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

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a market [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.

10. Inclusion and Exclusion. The District shall not include within its boundaries any property outside the Service Area (as defined in the Service Plan) without the prior written consent of the Town Council. The District shall not exclude any property from the District if such exclusion will result, or is reasonably anticipated to result, in detriment to the remaining residents and taxpayers within the District, or to the District's bondholders.

11. Total Debt Issuance. The District shall not issue Debt in excess of \$21,287,500 in total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the District to refund outstanding Debt.

12. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the Town is eligible to apply for, except as may be 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 District without any limitation.

13. Consolidation; Dissolution. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town. The District agrees that it shall take all action necessary to dissolve the District in accordance with the provisions of the Service Plan and applicable state statutes.

14. Service Plan Amendment Requirement. Any action of the District which violates the limitations set forth in Sections V.A.1-13 or VI.B-H of the Service Plan, or which constitutes a material modification under Parker Municipal Code section 10.11.060, 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 District. The Town may also seek

damages for breach of this Agreement arising from violations by the District of any provision of the Service Plan.

15. Applicable Laws. The District acknowledges that the property within its boundaries shall be subject to all ordinances, rules and regulations of the Town, including without limitation, ordinances, rules and regulations relating to zoning, subdividing, building and land use, and to all related Town land use policies, master plans and related plans.

16. Annual Report. The District shall submit an annual report (“Annual Report”) to the Town no later than September 1st of each year following the year in which the Order and Decree creating the District has been issued by the District Court for and in Douglas County, Colorado, pursuant to Parker Municipal Code section 10.11.040 and containing the information set forth in Section VII of the Service Plan.

17. 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 the District: Newlin Crossing Metropolitan District  
c/o White Bear Ankele Tanaka & Waldron  
2154 E. Commons Avenue, Suite 2000  
Centennial, CO 80122  
Attn: Clint Waldron, Esq.  
Phone: (303) 858-1800

To the Town: Town of Parker  
20120 E. Mainstreet  
Parker, CO 80138-7334  
Attn: Jim Maloney, Town Attorney  
cc: Mary Lou Brown, Finance Director  
Phone: (303) 841-0353  
Fax: (303) 840-9792

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.

18. 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 District 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 Douglas 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.

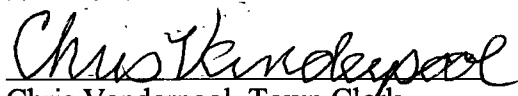
L. Entirety. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and this Agreement, together with the Service Plan provisions that serve to supplement or complement this Agreement, constitutes the entire agreement between the Parties concerning the subject matter hereof.

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

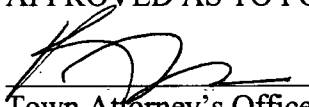
**TOWN OF PARKER, COLORADO**

  
\_\_\_\_\_  
Jeff Teborg, Mayor

ATTEST:

  
\_\_\_\_\_  
Chris Vanderpool, Town Clerk

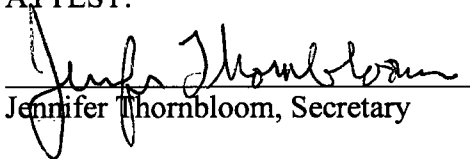
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Town Attorney's Office

**NEWLIN CROSSING METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado

By:   
\_\_\_\_\_  
Kent Pedersen, President

ATTEST:

  
\_\_\_\_\_  
Jennifer Thornbloom, Secretary

## EXHIBIT A

### Utilization of Infrastructure Capital Mill Levy

The District shall be required to impose the Infrastructure Capital Mill Levy for as long as the District is in existence. The District shall be authorized to impose the Infrastructure Capital Mill Levy and retain the revenues therefore for the planning, design, financing, acquisition, or construction of all or a portion of the Regional Infrastructure. The District shall provide the Town notice of any obligation repayable in whole or in part from the Infrastructure Capital Mill Levy no later than 30 days following issuance of such obligation.

The District shall be permitted to retain revenues from the Infrastructure Capital Mill Levy received by the District to the extent needed to pay debt service on such obligation in the then-current calendar year. The Town agrees that for economic efficiency in financing the Regional Infrastructure, the District may pledge the Infrastructure Capital Mill Levy along with the District's debt service mill levy for purposes of financing bonds, notes or other obligations, provided that the proceeds generated from the pledge of the Infrastructure Capital Mill Levy are used only to pay the costs of the Regional Infrastructure. Any revenues from the Infrastructure Capital Mill Levy that are not needed to pay debt service on such obligation in the then-current calendar year shall be remitted to the Town.

So long as no obligation of the District is outstanding whereby the revenues derived from the Infrastructure Capital Mill Levy are pledged to the repayment of such obligations, in the event the Town determines that the costs related to the Regional Infrastructure are less than the revenues generated from the Infrastructure Capital Mill Levy, the Town may provide notice to the District no later than October 1 that the District may reduce the Infrastructure Capital Mill Levy as provided in such notice from the Town. Any reduction of the Infrastructure Capital Mill Levy as a result of such notice from the Town shall not constitute a modification of this Agreement or a material modification of the Service Plan.

Unless and until the District has issued an obligation repayable, in whole or in part, from the Infrastructure Capital Mill Levy, any revenues from the Infrastructure Capital Mill Levy received by the District shall be remitted to the Town. Upon maturity of any District obligation repayable in part or in whole from revenues generated by the Infrastructure Capital Mill Levy, such revenues shall be remitted to the Town.

The Town agrees that the revenues received by the Town from the District from the Infrastructure Capital Mill Levy shall only be used for costs associated with the impacts to the Town of the development within the District pursuant to the terms of this Agreement.

The District is authorized to utilize the revenues from the Infrastructure Capital Mill Levy for the planning, design, financing, acquisition, or construction of the follow Regional Infrastructure:

- Regional drainage improvements associated with Newlin Gulch;
- Traffic and safety improvements associated with the intersection of South Chambers Road and East Mainstreet; and

- Traffic and safety improvements associated with the collector road.



## EXHIBIT B

### Utilization of Town Capital and Maintenance Mill Levy

The District shall be required to impose the Town Capital and Maintenance Mill Levy for as long as the District is in existence. Any revenues from the Town Capital and Maintenance Mill Levy received by the District shall be remitted to the Town.

The Town agrees that the revenues received from the Town Capital and Maintenance Mill Levy shall only be used for costs associated with the impacts to the Town of the development within the District pursuant to the terms of this Agreement.

In the event the Town determines that the costs related to the Town Infrastructure are less than the revenues generated from the Town Capital and Maintenance Mill Levy, the Town may provide notice to the District no later than October 1 that the District may reduce the Town Capital and Maintenance Mill Levy as provided in such notice from the Town. Any reduction of the Town Capital and Maintenance Mill Levy as a result of such notice from the Town shall not constitute a modification of this Agreement or a material modification of the Service Plan.

The Town is authorized to utilize the revenues from the Town Capital and Maintenance Mill Levy for the planning, design, financing, acquisition, construction, operation, and maintenance of the following Town Infrastructure:

- All roadways, storm sewer, and associated items constructed within Town right-of-way;
- Regional roadways serving the District; and
- All storm sewer, detention ponds, stream improvements, and other stormwater conveyance infrastructure located on Town, homeowners association, or District-owned property that is eligible for maintenance assistance through the Town's Stormwater Utility.

The parties agree that the Town may modify the list of Town Infrastructure provided in this Exhibit B without amending this Agreement upon advance written notice to the District. The District shall have 30 days to object to such modification. In the event the District fails to object within 30 days of receipt of such notice, the Town may proceed to utilize the revenues from the Town Capital and Maintenance Mill Levy as set forth in such written notice which notice shall become a part of this Agreement by Addendum.

## EXHIBIT C

### Utilization of Operation and Maintenance Mill Levy

The District shall dedicated the Public Improvements (as defined in the Service Plan) to the Town or other appropriate jurisdiction or homeowners association in a manner consistent with the Approved Development Plan and other rules and regulations of the Town and applicable provisions of the Town Code. The District shall be authorized to own, operate, and maintain the Public Improvements not otherwise required to be dedicated to the Town or other public entity. If the Public Improvements are owned by an entity other than the District, the Town or other public entity, such entity shall be responsible for the operation and maintenance unless the District agrees to provide for the operation and maintenance of the Public Improvements pursuant to an agreement with such entity.

The District is authorized to impose up to 5 mills for District administrative and operating expenses as well as maintenance of Regional Infrastructure as set forth below. The Operation and Maintenance Mill Levy shall be imposed by the District at the District's discretion but in a manner that will enable the District to perform its administrative and operating obligations and its maintenance obligations in connection with the Regional Infrastructure in a timely and adequate manner.

- Drainage improvements (including detention and storm improvements);
- Street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements);
- Traffic and Safety Controls;
- Open Space and Trails;
- Landscaping;
- Parks and Recreation Improvements and Facilities, including clubhouses, recreation centers, and swimming pools;
- Retaining Walls; and
- Irrigation Systems.

**EXHIBIT B**  
**2022 Final Assessed Valuation**

# CERTIFICATION OF VALUATION BY DOUGLAS COUNTY ASSESSOR

Name of Jurisdiction: 4624 - Newlin Crossing Metro District

IN DOUGLAS COUNTY ON 11/18/2022

New Entity: Yes

<b>USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATIONS (5.5% LIMIT) ONLY</b>
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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 2022 IN DOUGLAS COUNTY, COLORADO

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$0
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: *	\$2,900,060
3. LESS TIF DISTRICT INCREMENT, IF ANY:	\$0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$2,900,060
5. NEW CONSTRUCTION: **	\$0
6. INCREASED PRODUCTION OF PRODUCING MINES: #	\$0
7. ANNEXATIONS/INCLUSIONS:	\$2,900,060
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.

<b>USE FOR 'TABOR' LOCAL GROWTH CALCULATIONS ONLY</b>
---

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 2022 IN DOUGLAS COUNTY, COLORADO ON AUGUST 25, 2022

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: @	\$10,000,244
ADDITIONS TO TAXABLE REAL PROPERTY:	
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: !	\$0
3. ANNEXATIONS/INCLUSIONS:	\$10,000,244
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:	\$13,638

@ 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, 2022

IN ACCORDANCE WITH 39-5-128(1.5)C.R.S. THE ASSESSOR PROVIDES: HB21-1312 ASSESSED VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **	\$0
--	-----

\*\* 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**  
**2023 Budget**

**NEWLIN CROSSING METROPOLITAN DISTRICT**  
**2023**  
**BUDGET MESSAGE**

Attached please find a copy of the adopted 2023 budget for the Newlin Crossing Metropolitan District.

The Newlin Crossing Metropolitan District has adopted budgets for three funds, a General Fund to provide for operating and maintenance expenditures; a Capital Projects Fund to provide for the regional improvements that are to be built for the benefit of the District and a Debt Service Fund to account for the repayment of principal and interest on the outstanding general obligation bonds.

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

The primary source of revenue for the district in 2023 will be bond proceeds and developer advances. The district intends to impose a 5.000 mill levy on property within the district for 2023, all of which will be dedicated to the General Fund.

**Newlin Crossing Metropolitan District  
Adopted Budget  
General Fund  
For the Year ended December 31, 2023**

	Actual <u>2021</u>	Adopted Budget <u>2022</u>	Estimate <u>2022</u>	Adopted Budget <u>2023</u>
Beginning fund balance	\$ -	\$ -	\$ -	\$ -
Revenues:				
Property taxes	-	-	-	14,500
Specific ownership taxes	-	-	-	870
Developer Advance	-	50,000	35,000	42,424
	<u>-</u>	<u>50,000</u>	<u>35,000</u>	<u>57,794</u>
Total revenues	<u>-</u>	<u>50,000</u>	<u>35,000</u>	<u>57,794</u>
Total funds available	<u>-</u>	<u>50,000</u>	<u>35,000</u>	<u>57,794</u>
Expenditures:				
Accounting/Audit	-	3,500	5,000	3,500
Legal	-	15,000	20,000	15,000
Insurance	-	3,500	3,500	3,500
Management	-	6,500	-	6,500
General Admin	-	1,500	-	1,500
Miscellaneous Expense	-	500	1,500	500
Treasurer's Fees	-	-	-	218
Engineering verification costs	-	5,000	5,000	5,000
Contingency	-	13,585	-	21,161
Emergency reserve (3%)	-	915	-	915
	<u>-</u>	<u>50,000</u>	<u>35,000</u>	<u>57,794</u>
Total expenditures	<u>-</u>	<u>50,000</u>	<u>35,000</u>	<u>57,794</u>
Ending fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Assessed valuation		<u>\$ -</u>		<u>\$ 2,900,060</u>
Mill Levy		<u>-</u>		<u>5.000</u>

**Newlin Crossing Metropolitan District**  
**Adopted Budget**  
**Capital Projects Fund**  
**For the Year ended December 31, 2023**

	Actual <u>2021</u>	Adopted Budget <u>2022</u>	Estimate <u>2022</u>	Adopted Budget <u>2023</u>
Beginning fund balance	\$ -	\$ -	\$ -	\$ -
Revenues:				
Bond proceeds	<u>-</u>	<u>-</u>	<u>-</u>	<u>17,175,000</u>
Total revenues	<u>-</u>	<u>-</u>	<u>-</u>	<u>17,175,000</u>
Total funds available	<u>-</u>	<u>-</u>	<u>-</u>	<u>17,175,000</u>
Expenditures:				
Issuance costs	-	-	-	593,500
Transfer to Debt Service	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,455,615</u>
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>3,049,115</u>
Ending fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 14,125,885</u>



**Newlin Crossing Metropolitan District  
 Adopted Budget  
 Debt Service Fund  
 For the Year ended December 31, 2023**

	Actual <u>2021</u>	Adopted Budget <u>2022</u>	Estimate <u>2022</u>	Adopted Budget <u>2023</u>
Beginning fund balance	\$ -	\$ -	\$ -	\$ -
Revenues:				
Transfer from Capital Projects	-	-	-	2,455,615
Interest income	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total revenues	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,455,615</u>
Total funds available	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,455,615</u>
Expenditures:				
Bond interest	-	-	-	491,205
Trustee / paying agent fees	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>491,205</u>
Ending fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,964,410</u>
Assessed valuation		<u>\$ -</u>		<u>\$ 2,900,060</u>
Mill Levy		<u>-</u>		<u>-</u>
Total Mill Levy		<u>-</u>		<u>5.000</u>

**EXHIBIT D**  
**2022 Audit Exemption**

# APPLICATION FOR EXEMPTION FROM AUDIT

## SHORT FORM

NAME OF GOVERNMENT  
ADDRESS

Newlin Crossing Metropolitan District  
c/o White Bear Ankele Tanaka & Waldron, P.C.  
2154 East Commons Ave, Ste 2000  
Centennial, CO 80122

For the Year Ended  
12/31/22  
or fiscal year ended:

CONTACT PERSON  
PHONE  
EMAIL

Blair Dickhoner  
303-858-1800  
bdickhoner@wbapc.com

## PART 1 - CERTIFICATION OF PREPARER

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

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

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

### PREPARER (SIGNATURE REQUIRED)

*Diane K. Wheeler*

Please indicate whether the following financial information is recorded using Governmental or Proprietary fund types

**GOVERNMENTAL**  
(MODIFIED ACCRUAL BASIS)



**PROPRIETARY**  
(CASH OR BUDGETARY BASIS)



## 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)	\$ 21,206	
2-18	Proceeds from sale of capital assets	\$ -	
2-19	Fire and police pension	\$ -	
2-20	Donations	\$ -	
2-21	Other (specify):	\$ -	
2-22		\$ -	
2-23		\$ -	
2-24	(add lines 2-1 through 2-23) TOTAL REVENUE	\$ 21,206	

## 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	\$ 1,171	
3-2	Salaries	\$ -	
3-3	Payroll taxes	\$ -	
3-4	Contract services	\$ -	
3-5	Employee benefits	\$ -	
3-6	Insurance	\$ 1,893	
3-7	Accounting and legal fees	\$ 13,121	
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) TOTAL EXPENDITURES/EXPENSES	\$ 16,185	

Does not Tie to

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, MUST explain: <span style="color: red;">Developer advance subject to available funds</span>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
4-3 Is the entity current in its debt service payments? If no, MUST explain:	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
4-4 Please complete the following debt schedule, if applicable: (please only include principal amounts)(enter all amount as positive numbers)				
General obligation bonds	\$ -	\$ -	\$ -	\$ -
Revenue bonds	\$ -	\$ -	\$ -	\$ -
Notes/Loans	\$ -	\$ -	\$ -	\$ -
Lease Liabilities	\$ -	\$ -	\$ -	\$ -
Developer Advances	\$ -	\$ 21,206	\$ -	\$ 21,206
Other (specify):	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ 21,206</b>	<b>\$ -</b>	<b>\$ 21,206</b>

\*must tie to prior year ending balance

Please answer the following questions by marking the appropriate boxes.

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

Please use this space to provide any explanations or comments:

## PART 5 - CASH AND INVESTMENTS

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

	Amount	Total
5-1 YEAR-END Total of ALL Checking and Savings Accounts	\$ 21,206	
5-2 Certificates of deposit	\$ -	
<b>Total Cash Deposits</b>		\$ 21,206
Investments (if investment is a mutual fund, please list underlying investments):		
	\$ -	
	\$ -	
5-3	\$ -	
	\$ -	
<b>Total Investments</b>		\$ -
<b>Total Cash and Investments</b>		\$ 21,206

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 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>

Please use this space to provide any explanations or comments:

## PART 7 - PENSION INFORMATION

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

Yes                      No

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

Indicate the contributions from:

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

Please use this space to provide any explanations or comments:

## PART 8 - BUDGET INFORMATION

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

Yes                      No                      N/A

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

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

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

## 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:

Streets, traffic control, water, sewer, park and recreation, transportation, directional drilling

**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

	-
--	---

Please use this space to provide any explanations or comments:

## PART 11 - GOVERNING BODY APPROVAL

Please answer the following question by marking in the appropriate box		YES	NO
12-1	If you plan to submit this form electronically, have you read the new Electronic Signature Policy?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

#### Policy - Requirements

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

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

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

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



Print the names of ALL members of current governing body below.

A MAJORITY of the members of the governing body must complete and sign in the column below.

Board Member 1	Print Board Member's Name Jonathan Beckwitt	I <u>Jonathan Beckwitt</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>Jonathan Beckwitt</i></u> Date: <u>Mar 29, 2023</u> My term Expires: <u>2023</u>
Board Member 2	Print Board Member's Name Debra Hessler	I <u>Debra Hessler</u> , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: <u>2025</u>
Board Member 3	Print Board Member's Name Joseph Huey	I <u>Joseph Huey</u> , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: <u>2023</u>
Board Member 4	Print Board Member's Name Kent Pedersen	I <u>Kent Pedersen</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>Kent Pedersen</i></u> Date: <u>Mar 29, 2023</u> My term Expires: <u>2025</u>
Board Member 5	Print Board Member's Name Jennifer Thornbloom	I <u>Jennifer Thornbloom</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>Jennifer Thornbloom</i></u> Date: <u>Mar 29, 2023</u> My term Expires: <u>2023</u>
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**  
**2022 Mill Levy Certification**

**CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments**

**TO The County Commissioners of Douglas County, Colorado  
 On behalf of the Newlin Crossing Metro District  
 the Board of Directors  
 of the Newlin Crossing Metro District**

**Hereby** officially certifies the following mills to be levied against the taxing entity's **GROSS** assessed valuation of: **\$2,900,060** Note: If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area the tax levies must be calculated using the NET AV. The taxing entity 's total property tax revenue will be derived from the mill levy multiplied against the **NET** assessed valuation of: **\$2,900,060**

**Submitted:** *John Simmons* for budget/fiscal year 2023

<b>PURPOSE</b>	<b>LEVY</b>	<b>REVENUE</b>
1. General Operating Expenses	5.000 mills	\$14,500
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction	-0.000 mills	-\$0
<b>SUBTOTAL FOR GENERAL OPERATING:</b>	<b>5.000 mills</b>	<b>\$14,500</b>
3. General Obligation Bonds and Interest	0.000 mills	\$0
4. Contractual Obligations	0.000 mills	\$0
5. Capital Expenditures	0.000 mills	\$0
6. Refunds/Abatements	0.000 mills	\$0
7. Other	0.000 mills	\$0
8. Judgment	0.000 mills	\$0
<b>TOTAL:</b>	<b>5.000 mills</b>	<b>\$14,500</b>

**THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.).** Taxing entities that are Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.). Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

**CERTIFY A SEPARATE MILL LEVY FOR EACH BOND, CONTRACT, OTHER, AND/OR JUDGMENT:**

**BONDS**

No Bonds Available

**CONTRACTS**

No Contracts Available

**OTHER**

No Other Available

---

**JUDGMENT**

No Judgment Available

---

**Explanation of Change:**

Generated On Thu, 08 Dec 2022

**EXHIBIT F**  
**32-1-809 Notice**

**Newlin Crossing Metropolitan District, Town of Parker, Douglas County, Colorado  
Disclosure Notice Pursuant to §32-1-109, C.R.S.**

**REQUESTED INFORMATION**

**RESPONSE**

<b>Address and telephone number of the principal business office</b>	c/o WITE BEAR ANGELE TANA & ALDRON Attorneys at Law 2154 E. Commons Ave., Suite 2000 Centennial, CO 80122 303-858-1800	
<b>Name and business telephone number of the manager or other principal contact person for the District/board member contact information</b>	Clint C. Waldron, Esq. WITE BEAR ANGELE TANA & ALDRON 2154 E. Commons Ave., Suite 2000 Centennial, CO 80122 Phone: 303-858-1800 Email: cwaldron@wbapc.com	
<b>Board members and re-election status of those members whose office will be on the ballot at the next regular election on May 2, 2023</b>  <b>on ballot at the next regular election</b>	Debra Messler, Secretary/Treasurer	(term expires 2025)
	Kent Pedersen, President	(term expires 2025)
	Jennifer S. Thornbloom, Secretary	(term expires 2023)
	Jonathan Beckwith, Assistant Secretary	(term expires 2023)
	Joseph Huey, Assistant Secretary	(term expires 2023)
<b>Regular meeting schedule and the place where notice of board meetings is posted pursuant to §24-6-402(2)(c), C.R.S.</b>	Regular meetings are scheduled for November 1, 2023 at 1:30 p.m. via teleconference. Notices of board meetings are posted at <a href="http://newlincrossingmetrodistrict.com">newlincrossingmetrodistrict.com</a> or when online posting is not available at the northeast corner of East Main Street and South Chambers Road, Town of Parker, Colorado.	
<b>Current mill levy (2022), for collection in 2023</b>	5.000 mills - (general fund) 0.000 mills - (debt service fund) 0.000 mills - (capital projects fund)	
<b>Total ad valorem tax revenue received during the last year (2022)</b>	\$0 (unaudited)	
<b>Date of the next regular special district election of board members</b>	May 2, 2023	
<b>Procedure and timing to submit a self-nomination form for election to the Board pursuant to §1-13.5-303, C.R.S. :</b> Pursuant to §1-13.5-303, C.R.S. any person interested in being a candidate for the Board must submit a self-nomination and acceptance form signed by the candidate and by a registered elector of the state as a witness to the candidate. On the date of signing the self-nomination form, the person desiring to serve on the Board must be an eligible elector of the District. The form or letter must be filed no earlier than January 1 and no later than the sixty-seventh (67 <sup>th</sup> ) day before the date of the next regular special district election. The form is filed with the Designated Election Official, or if none has been designated, the presiding officer or the secretary of the District at the address above. This form may be obtained by contacting the District's general counsel at (303) 858-1800. In place of the form, the candidate may submit a letter signed by the candidate and a registered elector of the state as witness to the signature of the candidate. Both the form and letter must state the following information: (1) name of the special district (2) director office sought (3) term of office sought (4) date of the election (5) full name of the candidate as it is to appear on the ballot; and (6) whether the candidate is a member of an executive board of a unit owners' association, as defined in §38-33.3-103, C.R.S., located within the boundaries of the District. A self-nomination form meeting the statutory requirements must be filed prior to 5:00 p.m. on the sixty-seventh (67 <sup>th</sup> ) day before the election.		
<b>Address of any website on which the special district's election results will be posted</b>	<a href="https://cdola.colorado.gov/local-government">https://cdola.colorado.gov/local-government</a> and <a href="http://newlincrossingmetrodistrict.com">newlincrossingmetrodistrict.com</a>	
<b>Information on the procedure to apply for permanent absentee voter status as described in §1-13.5-1003, C.R.S.</b>	A permanent absentee voter status request form may be obtained by contacting the District's general counsel at (303) 858-1800.	