

NORTHRIDGE ESTATES METROPOLITAN DISTRICT NOS. 1, 2 AND 3

2022 CONSOLIDATED ANNUAL REPORT

City of Greeley,
via Email

Division of Local Government,
via E-Filing Portal
1313 Sherman Street
Room 521
Denver, Colorado 80203

Office of the State Auditor,
via E-Filing Portal
1525 Sherman Street, 7th Floor
Denver, Colorado 80203

Weld County Clerk and Recorder,
via Email

The following information and documents (attached as exhibits) are provided for the calendar year 2022 pursuant to Section VII of the Consolidated Service Plan of Northridge Estates Metropolitan District No. 1 (“**District No. 1**”), Northridge Estates Metropolitan District No. 2 (“**District No. 2**”) and Northridge Estates Metropolitan District No. 3 (“**District No. 3**”, together with District No. 1 and District No. 2, the “**Districts**”) approved by the City Council of the City of Greeley (the “**City**”) and filed with the District Court and City Clerk:

1. Boundary changes made:

The Districts had no boundary changes in 2022.

2. Intergovernmental agreements entered into or terminated:

On January 1, 2022 the Districts entered into a Master Intergovernmental Agreement, attached hereto as Exhibit A.

3. Access information to obtain a copy of the Rules and Regulations:

A copy of the Districts’ Rules and Regulations can be found on its public website:
<https://ccgcolorado.com/northridge/>

4. A summary of any litigation involving public improvements by the Districts:

There is no litigation, pending or threatened, against the Districts of which we are aware.

5. Status of the construction of public improvements by the Districts:

All public improvements required to be constructed by the District are complete and have been accepted by the City.

6. List of facilities or improvements constructed by the Districts that were conveyed to the City:

- Public roads, sidewalk and curb and gutter
- Potable water facilities
- Sanitary sewer facilities
- Non-potable water lines and irrigation lines
- Storm sewer and storm water management facilities
- Parks, open space and trails
- Signage and roadway striping

7. Final Assessed Value of Taxable Property within the Districts' boundaries as of December 31, 2022:

The 2022 total assessed value of taxable property within the boundaries of District No. 1 was \$393,110.

The 2022 total assessed value of taxable property within the boundaries of District No. 2 was \$112,480.

The 2022 total assessed value of taxable property within the boundaries of District No. 3 was \$136,750.

8. A narrative summary of the progress of the Districts in implementing their Service Plan for the report year:

The Districts are continuing to make progress implementing their Service Plan.

9. 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 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 or a copy of the audit exemption application:

The 2022 audited financial statements for District Nos. 1 and 3 will be filed with the City Clerk upon completion.

The 2022 Audit Exemption Application for District No. 2 is attached hereto as Exhibit B.

10. 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:

A fund income statement for capital projects as of December 31, 2022, along with each District's 2022 budget are attached hereto as Exhibit C. The Districts' 2022 budgets indicate an aggregate amount of \$15,002,000 in costs budgeted for capital expenditures.

11. 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 properties within the Districts as of January 1 of the report year and the current mill levy of the district pledged to Debt retirement in the report year:

As of December 31, 2022, District Nos. 1 and 2 had no Debt. In 2022, District No. 3 issued its Limited Tax General Obligation Bonds, Series 2022 in the aggregate principal amount of \$10,900,000. A summary of the financial obligations of the District No. 3 will be provided in its audited financial statements which will be filed with the City when they become available.

12. Notice of any uncured defaults:

The Districts are not in default of any debt.

13. The Districts' inability to pay any financial obligations as they come due under any obligation which continues beyond a ninety-day period:

The Districts are able to pay its obligations.

14. A summary of the residential development in the Districts for the report year:

93 homes have closed, 85 have been sold and have closed, 64 are under construction and 51 have been completed during the report year.

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

The Districts have not imposed any fees, charges, or assessments as of January 1, 2022.

16. Certification of the Board that no action, event or condition 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 City Council:

The Certification is attached hereto as Exhibit D.

17. 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 regular meetings of the Board.

Attached as Exhibit E is a directory of the Board of Directors, chief administrative officer and general counsel for each District. The Board does not hold regular meetings, but it meets as needed.

EXHIBIT A
MASTER INTERGOVERNMENTAL AGREEMENT

MASTER INTERGOVERNMENTAL AGREEMENT

THIS MASTER INTERGOVERNMENTAL AGREEMENT (this “**Agreement**”) is made effective as of January 1, 2022, by and among NORTHRIDGE ESTATES METROPOLITAN DISTRICT NO. 1 (“**District No. 1**”), NORTHRIDGE ESTATES METROPOLITAN DISTRICT NO. 2 (the “**District No. 2**” and together with District No. 1, the “**Pledge Districts**”) and NORTHRIDGE ESTATES METROPOLITAN DISTRICT NO. 3 (the “**Coordinating District**”), each a quasi-municipal corporation and political subdivision of the State of Colorado (the Pledge Districts and the Coordinating District collectively referred to herein as the “**Districts**” or individually as the “**District**”).

RECITALS

A. The Districts were organized to provide public services and improvements for the Northridge Estates project (the “**Project**”) within the City of Greeley, Colorado (the “**City**”) pursuant to a Consolidated Service Plan of Northridge Estates Metropolitan District No. 1, Northridge Estates Metropolitan District No. 2 and Northridge Estates Metropolitan District No. 3 (the “**Service Plan**”).

B. Under Article XIV, Section 18(2)(a) of the Colorado Constitution, and Title 29, Article 1, Part 2, C.R.S., the Districts may cooperate or contract with each other to provide any function, service or facility lawfully authorized to each District.

C. The Districts were organized with the approval of the City and with the approval of their respective electors, fully contemplating cooperation between the Districts as provided in the Service Plan, and fully contemplating execution of this Agreement.

E. District No. 1 and Northridge Estates Partners, LLC (the “**Developer**”) have previously executed a Construction Funding Advance and Reimbursement Agreement dated as of July 30, 2020, as amended by the First Amendment dated as of February 8, 2021 and a Second Amendment dated as of the date hereof (as amended, the “**Funding Agreement**”) by which the District has owes the Developer a Capital Repayment Amount (as such term is defined in the Funding Agreement) of approximately \$8,484,702.29 as of December 31, 2021, which amount is anticipated to exceed \$11,500,000 to complete construction of “Public Infrastructure” (as such term is defined in the Funding Agreement which is, for all intents and purposes, identical to the “**Public Improvements**” as such term is defined and authorized by the Service Plan) pursuant to a construction contract between District No. 1 and GLH Construction, LLC.

F. The Boards of Directors of each of the Districts (collectively, the “**Boards**” and each a “**Board**”) now desire for the Coordinating District to coordinate the issuance

of debt to reimburse the Developer for the Capital Repayment Amount and for the Coordinating District to own the Public Improvements. The Pledge Districts hereby consent to the issuance by the Coordinating District of limited tax general obligation bonds (the “**Bonds**”) in an aggregate par amount not to exceed \$11,500,000.

F. As part of this coordinated plan of finance, the Districts are expected to enter into a Capital Pledge Agreement dated as of the date hereof (the “**Capital Pledge Agreement**”) which shall pertain to the imposition, pledge and use of the Districts’ debt service mill levy to repay the Bonds.

F. The Districts desire to set forth herein the terms and conditions upon which the Public Improvements will be financed, owned, operated and maintained and for other purposes.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Districts hereby agree as follows:

1. **Incorporation of Recitals.** The Recitals are incorporated into this Agreement as the findings and determinations of the respective Boards.

2. **Good Faith Efforts.** The Districts shall diligently attempt to implement their Service Plan and the Intergovernmental Agreement by and between the City and the Districts (as amended or supplemented, together with any other agreement with the City, the “**City IGA**”) in accordance with their respective terms. The Districts plan for the Coordinating District to issue the Bonds. Without limiting the rights and privileges or duties and obligations of the Districts as set forth in the Service Plan, the Coordinating District will develop any plans for financing the Public Improvements after issuance of the Bonds, and the Districts will work cooperatively to implement such financing plan in such a way as to enable the Districts to construct, operate and maintain the Public Improvements.

3. **Conveyance.** The Public Improvements constructed under the Funding Agreement and in accordance with the Service Plan, shall be conveyed to the City, the Coordinating District, another governmental entity or a homeowners’ association, pursuant to applicable laws, the Service Plan and the City IGA. The Coordinating District shall provide the operations and maintenance services and to maintain necessary insurance for the Public Improvements in a manner deemed appropriate by the Districts, and in compliance with applicable law. The Pledge Districts shall have no direct responsibility for operations or maintenance of such Public Improvements without the prior written consent of the Coordinating District. District No. 1 shall provide, if so directed by the City and/or the Coordinating District, a special warranty or quitclaim deed transferring and conveying District No. 1’s interests in the Public Improvements, free and

clear of all liens, encumbrances or security interests of any nature, except those of record and those a survey or inspection thereof would disclose.

4. **Operation and Maintenance of Public Improvements.** The Coordinating District shall be responsible for the operation and maintenance of the Public Improvements not conveyed to the City. The Public Improvements owned by any of the Districts shall be operated and maintained at a level equal to or greater than City standards, unless such authorization is specifically limited in the City IGA.

5. **Debt Financing.**

(a) The Coordinating District shall issue limited tax general obligation debt (the “**Debt**”) to memorialize the Districts’ obligation to reimburse the Developer for the Capital Repayment Amount which financed the Public Improvements. In particular, the Coordinating District is expected to issue the Bonds, which will be backed by its pledge of property tax revenues and the pledge of property tax revenues from the Pledge Districts pursuant to the Capital Pledge Agreement. The Pledge Districts hereby consent to the issuance of the Bonds to the Developer (or its affiliate) as consideration for the Capital Repayment Amount.

(b) The Pledge Districts shall not incur any Debt of any type or kind whatsoever without the consent of the Coordinating District, and all such additional Debt incurred by the Pledge Districts shall be used for the purpose of financing the installation of the Improvements at the direction of the Coordinating District and as subject to the Service Plan and the City IGA.

6. **General Operations.** The Coordinating District shall coordinate the operations and management of the Districts, including supervising the business and affairs of the Districts, as of the effective date of this Agreement. To effectuate the Coordinating District’s ability to manage the Districts, the Districts further agree as follows.

(a) To the extent permitted by law, the Pledge Districts shall impose an ad valorem tax on property within their respective boundaries in such amount as determined by the Coordinating District sufficient to cover the ongoing operations and maintenance costs of the Improvements (the “**Operating Levy**”), but not to exceed the Maximum Aggregate Mill Levy (as such term is defined by the Service Plan) less the Required Mill Levy by the Pledge Districts pursuant to the Capital Pledge Agreement.

(b) For clarity, the Operating Levy required to be imposed by the Pledge District by the preceding subparagraph shall be the same levy rate imposed by the Coordinating District on property within its own boundaries for operations and maintenance purposes.

(c) Each of the Pledge Districts shall pay to the Coordinating District all revenue raised from the Operating Levy and other mill levies assessed by the Pledge Districts in order to offset the operating expenses incurred by the Coordinating District for the provision of services to property within the Service Area (as defined by the Service Plan). The Pledge Districts shall not encumber any of their operational revenues without the prior written consent of the Coordinating District.

7. **Assignment of Revenue.** Except for Pledged Revenues pledged by the Pledge Districts to the Coordinating District under the Capital Pledge Agreement, to the extent permitted by law and as limited herein, the Pledge Districts hereby assign all revenue raised from all sources, including, but not limited to charges, fines, fees, specific ownership taxes, and interest, however denominated, to the Coordinating District in order to offset the expenses of operating and maintaining the Public Improvements as provided in the Service Plan. The Pledge Districts shall not retain, appropriate, expend, pledge or otherwise encumber any portion of such revenues for any other purpose, and all of such revenues and monies shall be immediately transferred and paid to the Coordinating District within ten days after each Pledge District's receipt thereof or as soon as reasonably practicable thereafter without presentment or demand. The Pledge Districts shall, to the extent authorized by law, perform, execute, acknowledge and deliver any and all further acts or documents as necessary or desirable to effectuate this Agreement.

8. **Assignment of Responsibility for Covenant Enforcement and Design Review Services.** The property within the Districts is subject to the Declaration of Covenants, Conditions, Restrictions and Easements for Northridge Estates (the "Covenants") effective as of December 20, 2020 and recorded on January 6, 2021 with the Clerk and Recorder of Weld County at Reception Number 4668522. Pursuant to Section 1.1.15, District No. 1 hereby assigns to the Coordinating District responsibility for covenant enforcement and design review services for all properties within the legal boundaries of the Districts, as such boundaries may change from time to time in the future.

9. **Third Party Beneficiaries.** Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the parties hereto, any rights, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all of the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the parties shall be for the sole and exclusive benefit of the parties. The covenants, terms, conditions, and provisions contained herein shall inure to and be binding upon the representatives, successors, and permitted assigns of the parties hereto. This Agreement is not intended to create any third-party beneficiaries, implied trusts, or similar implied agreements, nor may the provisions hereof be enforced by any person or entity not a party hereto.

10. **Severability.** If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, then such covenant, term, condition, or provision shall, to the extent required to make this Agreement enforceable against each of the Districts, be null and void and shall be deemed separable from the remaining covenants, terms, conditions and provisions hereof and shall in no way affect the validity hereof.

11. **Amendment.** This Agreement may be amended from time to time by agreement between the parties hereto; provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the parties unless the same is in writing and duly executed by the parties hereto.

12. **Workers without Authorization.** Each District certifies that it shall comply with the provisions of Section 8-17.5-101 *et seq.*, C.R.S. No District shall knowingly employ or contract with a worker without authorization to perform work under this Agreement or enter into an agreement with a contractor that knowingly employees or contracts with a worker without authorization. Each District represents, warrants and agrees that it (i) has verified that it does not employ any workers without authorization and confirmed the employment eligibility of all employees who are newly hired for employment under this Agreement through participation in either the E-Verify Program or the Department Program described in Section 8-17.5-101, C.R.S. No District shall use either the E-Verify Program or the Department Program to undertake pre-employment screening of job applicants while the public contract for services is being performed. If any District obtains actual knowledge that a contractor or its subcontractor performing work under such public contract knowingly employs or contracts with a worker without authorization, the District shall: (i) notify such contractor and the other Districts within three days that it has actual knowledge that such contractor or its subcontractor is employing or contracting with a worker without authorization, and (ii) if it is the contracting District, terminate the contract with the contractor if within three days of receiving such notice, the contractor or its subcontractor does not stop employing or contracting with the worker without authorization, unless the contractor or its subcontractor provides information to establish that the contractor or its subcontractor has not knowingly employed or contracted with a worker without authorization. Each District shall comply with all reasonable requests made in the course of an investigation by the State Department of Labor and Employment. If any District fails to comply with any requirement of this paragraph or Title 8, Article 17.5, C.R.S., the responsible District shall be liable for actual and consequential damages to the non-responsible District. If any District participates in the Department Property, that District shall provide the affirmation required under Section 8-17.5-102(5)(c)(II), C.R.S., to the other District.

13. **Enforcement.** This Agreement shall inure to the mutual benefit of the Districts, their respective successors and permitted assigns, and shall be enforceable according to its terms and conditions under the laws of the State of Colorado. In this

regard, the Districts hereto agree that this Agreement may be enforced at law or in equity, by decree of specific performance or damages, or pursuant to such other legal and/or equitable relief as may be available under the laws of the State of Colorado.

14. **Default / Remedies.** In the event of any breach or default of this Agreement, each District shall be entitled to exercise any remedy available in equity or at law. In this regard, this Agreement may be enforced by specific performance or injunction, or pursuant to such other legal and/or equitable relief as may be available under the laws of the State. The prevailing District shall be entitled to reasonable attorney fees and costs. Nothing contained herein shall allow recovery for consequential or punitive damages. Venue for any judicial action shall be in the State District Court for Weld County.

15. **Term.** The term of this Agreement shall be perpetual.

16. **Agreement a Binding Obligation.** The Pledge Districts' payment obligations under this Agreement were authorized by their respective voters at the November 6, 2018 and November 3, 2020 elections and are binding multiple-fiscal year financial obligations within the meaning of Article X, Section 20 of the Colorado Constitution.

17. **Governmental Immunity.** Nothing herein shall be construed as a waiver of the rights and privileges of the Districts pursuant to the Colorado Governmental Immunity Act.

18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without regard to its choice of law analysis.

19. **Supplemental Public Securities Act.** The Districts hereby elect to apply all of the provisions of the Supplemental Public Securities Act, found at Title 11, Article 57, Part 2, C.R.S. to this Agreement. This recital shall be conclusive evidence of the validity and the regularity of the Districts' execution of this Agreement after its delivery for value.

20. **Conflicting Provisions.** To the extent that any conflict exists between the terms of this Agreement and the terms of the Service Plan, the provisions of the Service Plan shall prevail.

21. **Sections and Headers.** The sections and headers in this Agreement are for reference only.

[signature page follows]

IN WITNESS WHEREOF, the Districts have executed this Master Intergovernmental Agreement to be effective on the date first above written.

NORTHRIDGE ESTATES METROPOLITAN DISTRICT NO. 1

By: 


President

Attest:

Robert L. Eck II
Robert L. Eck II (Feb 4, 2022 16:06 MST)

Secretary

NORTHRIDGE ESTATES METROPOLITAN DISTRICT NO. 2

By: 

President

Attest:

Robert L. Eck II
Robert L. Eck II (Feb 4, 2022 16:06 MST)

Secretary

NORTHRIDGE ESTATES METROPOLITAN DISTRICT NO. 3

By: 

President

Attest:

Robert L. Eck II
Robert L. Eck II (Feb 4, 2022 16:06 MST)

Secretary

EXHIBIT B

2022 AUDIT EXEMPTION APPLICATION, DISTRICT NO. 2

APPLICATION FOR EXEMPTION FROM AUDIT

SHORT FORM

IF EITHER REVENUES OR EXPENDITURES EXCEED \$100,000, USE THE LONG FORM.

Under the Local Government Audit Law (Section 29-1-601, et seq., C.R.S.) any local government may apply for an exemption from audit if neither revenues nor expenditures exceed \$750,000 in the year.

EXEMPTIONS FROM AUDIT ARE NOT AUTOMATIC

To qualify for exemption from audit, a local government must complete an Application for Exemption from Audit EACH YEAR and submit it to the Office of the State Auditor (OSA).

Any preparer of an Application for Exemption from Audit-SHORT FORM must be a person skilled in governmental accounting.

Approval for an exemption from audit is granted only upon the review by the OSA.

READ ALL INSTRUCTIONS BEFORE COMPLETING AND SUBMITTING THIS FORM

ALL APPLICATIONS MUST BE FILED WITH THE OSA WITHIN 3 MONTHS AFTER THE ACCOUNTING YEAR-END.

FOR EXAMPLE, APPLICATIONS MUST BE RECEIVED BY THE OSA ON OR BEFORE MARCH 31 FOR GOVERNMENTS WITH A DECEMBER 31 YEAR-END.

GOVERNMENTAL ACTIVITY SHOULD BE REPORTED ON THE MODIFIED ACCRUAL BASIS
PROPRIETARY ACTIVITY SHOULD BE REPORTED ON A BUDGETARY BASIS

POSTMARK DATES WILL NOT BE ACCEPTED AS PROOF OF SUBMISSION ON OR BEFORE THE STATUTORY DEADLINE

PRIOR YEAR FORMS ARE OBSOLETE AND WILL NOT BE ACCEPTED. FOR YOUR REFERENCE, COLORADO REVISED STATUTES CAN BE FOUND AT:

APPLICATIONS SUBMITTED ON FORMS OTHER THAN THOSE PRESCRIBED BY THE OSA WILL NOT BE ACCEPTED.

<http://www.lexisnexis.com/hottopics/Colorado/>

APPLICATIONS MUST BE FULLY AND ACCURATELY COMPLETED.

CHECKLIST

- Has the preparer signed the application?
- Has the entity corrected all Prior Year Deficiencies as communicated by the OSA?
- Has the application been PERSONALLY reviewed and approved by the governing body?
- Did you include any relevant explanations for unusual items in the appropriate spaces at the end of each section?
- Will this application be submitted electronically?
 - If yes, have you read and understand the new Electronic Signature Policy? See new policy -> [here](#)
 - or--
 - If yes, have you included a resolution?
 - Does the resolution state that the governing body PERSONALLY reviewed and approved the resolution in an open public meeting?
 - Has the resolution been signed by a MAJORITY of the governing body? (See sample resolution.)
- Will this application be submitted via a mail service? (e.g. US Post Office, FedEx, UPS, courier.)
 - If yes, does the application include ORIGINAL INK SIGNATURES from the MAJORITY of the governing body?

FILING METHODS

NEW METHOD! Register and submit your Applications at our new portal!

WEB PORTAL: <https://apps.leg.co.gov/osa/lq>

MAIL: Office of the State Auditor
Local Government Audit Division
1525 Sherman St., 7th Floor
Denver, CO 80203

QUESTIONS? Email: osa.lg@coleg.gov OR Phone: 303-869-3000

IMPORTANT!

All Applications for Exemption from Audit are subject to review and approval by the Office of the State Auditor.

Governmental Activity should be reported on the Modified Accrual Basis

Proprietary Activity should be reported on the Cash or Budgetary Basis

Failure to file an application or denial of the request could cause the local government to lose its exemption from audit for that year and the ensuing year.

In that event, AN AUDIT SHALL BE REQUIRED.

APPLICATION FOR EXEMPTION FROM AUDIT**SHORT FORM**NAME OF GOVERNMENT
ADDRESSNorthridge Estates Metropolitan District No. 2
2619 Canton Court
Fort Collins, CO 80525For the Year Ended
12/31/22
or fiscal year ended:CONTACT PERSON
PHONE
EMAILAlex Carlson
970-484-0101 x119
Alex@ccgcolorado.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 PREPAREDAndrea Weaver
District Accountant
Centennial Consulting Group, LLC
2619 Canton Court, Fort Collins, CO 80525
970-484-0101 110**PREPARER** (SIGNATURE REQUIRED)*Andrea Weaver*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)	\$ 6,749	
2-2	Specific ownership	\$ 399	
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) TOTAL REVENUE	\$ 7,149	

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	\$ 101	
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): Intergovernmental Fees to Northridge District No. 1	\$ 6,871	
3-24		\$ -	
3-25		\$ -	
3-26	(add lines 3-1 through 3-24) TOTAL EXPENDITURES/EXPENSES	\$ 6,972	

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: <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">n/a</div>	<input type="checkbox"/>	<input type="checkbox"/>		
4-3 Is the entity current in its debt service payments? If no, MUST explain: <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">n/a</div>	<input 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	\$ -	\$ -	\$ -	\$ -
Other (specify):	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -

*must tie to prior year ending balance

	Yes	No
4-5 Does the entity have any authorized, but unissued, debt? If yes: How much? \$ 287,500,000.00 Date the debt was authorized: 11/16/2018	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4-6 Does the entity intend to issue debt within the next calendar year? If yes: How much? \$ 11,015,000.00	<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	\$ 148	
5-2 Certificates of deposit	\$ -	
Total Cash Deposits		\$ 148
Investments (if investment is a mutual fund, please list underlying investments):		
	\$ -	
	\$ -	
	\$ -	
	\$ -	
Total Investments		\$ -
Total Cash and Investments		\$ 148

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 type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5-5 Are the entity's deposits in an eligible (Public Deposit Protection Act) public depository (Section 11-10.5-101, et seq. C.R.S.)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

PART 6 - CAPITAL AND RIGHT-TO-USE ASSETS

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

Yes No

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

n/a

Complete the following capital & right-to-use assets table:	Balance - beginning of the year*	Additions (Must be included in Part 3)	Deletions	Year-End Balance
Land	\$ -	\$ -	\$ -	\$ -
Buildings	\$ -	\$ -	\$ -	\$ -
Machinery and equipment	\$ -	\$ -	\$ -	\$ -
Furniture and fixtures	\$ -	\$ -	\$ -	\$ -
Infrastructure	\$ -	\$ -	\$ -	\$ -
Construction In Progress (CIP)	\$ -	\$ -	\$ -	\$ -
Leased Right-to-Use Assets	\$ -	\$ -	\$ -	\$ -
Other (explain):	\$ -	\$ -	\$ -	\$ -
Accumulated Depreciation/Amortization (Please enter a negative, or credit, balance)	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -

Please use this space to provide any explanations or comments:

PART 7 - PENSION INFORMATION

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

Yes No

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

Indicate the contributions from:

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

Please use this space to provide any explanations or comments:

PART 8 - BUDGET INFORMATION

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

Yes No N/A

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

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

Governmental/Proprietary Fund Name	Total Appropriations By Fund
General Fund	\$ 7,173

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?

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:

All services as provided in the service plan

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	60.000
Total mills	60.000

Bond Redemption mills	-
General/Other mills	60.000
Total mills	60.000

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. Print Board Member's Name		A <u>MAJORITY</u> of the members of the governing body must complete and sign in the column below.
Board Member 1	Don Guerra	I Don Guerra , 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></u> Date: <u>Mar 8, 2023</u> My term Expires: <u>May 2025</u>
Board Member 2	Robert Eck	I Robert Eck , 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></u> Date: <u>Mar 7, 2023</u> My term Expires: <u>May 2023</u>
Board Member 3	Leslie Hebron Brown	I Leslie Hebron Brown , 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></u> Date: <u>Mar 21, 2023</u> My term Expires: <u>May 2025</u>
Board Member 4	Marvin Davis	I Marvin Davis , 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>May 2023</u>
Board Member 5		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		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		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: _____

EXAMPLE - DO NOT FILL OUT THIS PAGE

This sample resolution/ordinance for exemption from audit is provided as an example of the documentation that is required. The wording may be used as a basis for your own local government document, if needed; however you MUST draft your own ordinance or resolution making any changes where applicable. Legal counsel should be consulted regarding any questions.

RESOLUTION/ORDINANCE FOR EXEMPTION FROM AUDIT

(Pursuant to Section 29-1-604, C.R.S.)

A RESOLUTION/ORDINANCE APPROVING AN EXEMPTION FROM AUDIT FOR FISCAL YEAR 20XX FOR THE **(name of government)**, STATE OF COLORADO.

WHEREAS, the **(governing body)** of **(name of government)** wishes to claim exemption from the audit requirements of Section 29-1-603, C.R.S.; and

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

[Choose 1 or 2 below, whichever is applicable]

(1) WHEREAS, neither revenue nor expenditures for **(name of government)** exceeded \$100,000 for Fiscal Year 20XX; and

WHEREAS, an application for exemption from audit for **(name of government)** has been prepared by **(name of individual)**, a person skilled in governmental accounting; and

OR

(2) WHEREAS, neither revenues nor expenditures for **(name of government)** exceeded \$750,000 for Fiscal Year 20XX; and

WHEREAS, an application for exemption from audit for **(name of government)** has been prepared by **(name of individual or firm)**, an independent accountant with knowledge of governmental accounting; and

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

NOW THEREFORE, be it resolved/ordained by the **(governing body)** of the **(name of government)** that the application for exemption from audit for **(name of government)** for the Fiscal Year ended _____, 20XX, has been personally reviewed and is hereby approved by a majority of the **(governing body)** of the **(name of government)**; that those members of the **(governing body)** have signified their approval by signing below; and that this resolution shall be attached to, and shall become a part of, the application for exemption from audit of the **(name of government)** for the fiscal year ended _____, 20XX.

ADOPTED THIS ___ day of _____, A.D. 20XX.

EXAMPLE - DO NOT FILL OUT THIS PAGE

Mayor/President/Chairman, etc.

ATTEST:

Town Clerk, Secretary, etc.

Type or Print Names of
Members of Governing Body

Date
Term
Expires

Signature

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

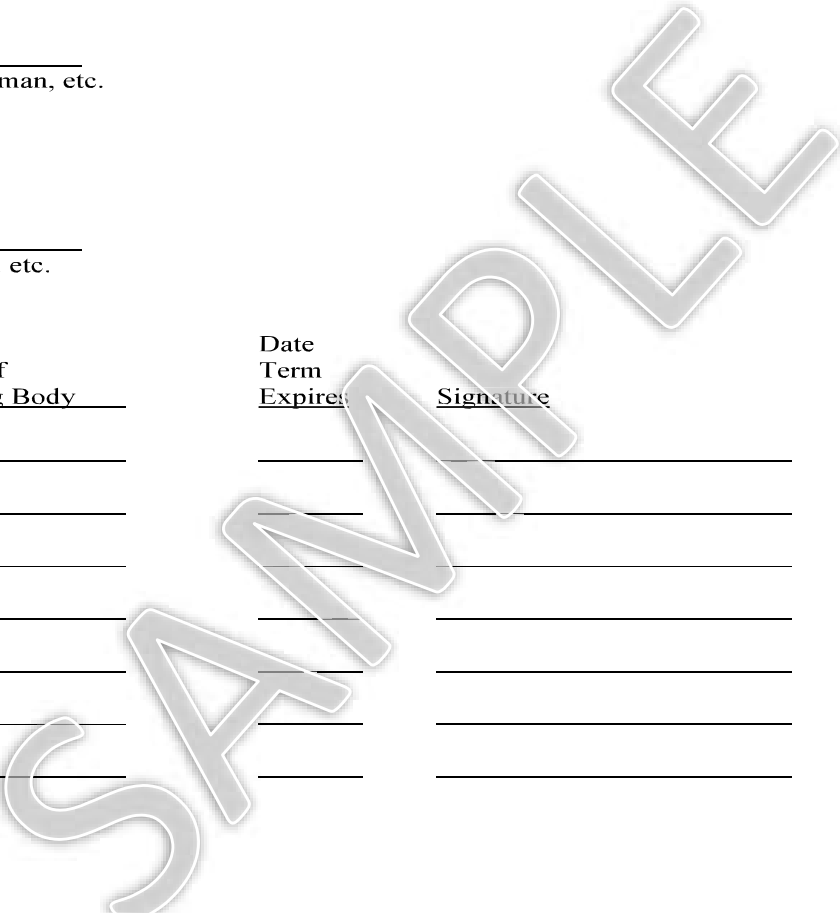


EXHIBIT C

2022 BUDGETS AND CAPITAL FUND INCOME STATEMENTS

NORTHRIDGE ESTATES METROPOLITAN DISTRICT NO. 1
BUDGET MESSAGE
2022 BUDGET

INTRODUCTION

The budget reflects the projected spending plan for the 2022 fiscal year based upon available revenues. This budget provides for the general operations of the District with no anticipation of the issuance of debt or capital projects.

SERVICES PROVIDED

Through its Service Plan, the District is authorized to finance certain streets, street lighting, traffic and safety controls, water, sanitary sewer, landscaping, storm drainage, mosquito control and park and recreation improvements. The District has no employees and all services are contracted.

ACCOUNTING METHOD

The District uses funds to budget and report on the financial position and results of operations. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain governmental functions. The various funds determine the total District budget. All of the District's funds are considered Governmental Funds and are reported using the current financial resources and the modified accrual basis of accounting. Revenues are recognized when they are measurable and available. Revenues are considered available when they are collectible within the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures, other than the interest on long term obligations, are recorded when the liability is incurred, or the long-term obligation paid.

REVENUE

The primary sources of funds for 2022 are property taxes, intergovernmental fees, and developer advances.

EXPENDITURES

Operating expenditures include costs for management, legal, other compliance items, and landscaping. Capital improvement expenses include construction of streets, water, sewer and other public improvements.

Northridge Estates Metropolitan District No. 1 Budget

General Fund

	2020 Actual	2021 Budget	2021	
			Estimated Actual	2022 Proposed Budget
Beginning Balance	-	3,000	2,838	3,000
Income				
Developer Advance	24,000	70,000	53,099	48,105
Property Taxes	-	-	-	23,587
Specific Ownership Tax	-	-	-	1,415
Architectural Review	-	-	-	2,500
Intergovernmental Fees	-	-	-	14,646
Total Income	<u>24,000</u>	<u>70,000</u>	<u>53,099</u>	<u>90,252</u>
Expense				
Management & Accounting Services	2,905	10,200	10,200	14,400
Architectural Review Fees	-	-	-	2,500
Legal	18,233	25,000	25,000	20,000
Audit/Tax Prep	-	8,800	8,800	8,800
Election	-	-	-	5,000
Insurance	-	7,500	7,899	8,000
Treasurers Fees	-	-	-	354
Office	24	-	1,200	1,350
Utilities	-	3,000	-	3,000
Landscape and Grounds	-	10,000	-	20,000
Contingency	-	5,500	-	5,500
Total Expense	<u>21,162</u>	<u>70,000</u>	<u>53,099</u>	<u>88,904</u>
Excess Revenue (Expenses)	<u>2,838</u>	<u>-</u>	<u>-</u>	<u>1,349</u>
Ending Fund Balance	<u>2,838</u>	<u>3,000</u>	<u>2,838</u>	<u>4,349</u>

Capital Fund

	2020 Actual	2021 Budget	2021	
			Amended Budget	2022 Proposed Budget
Beginning Balance	-	1,000	1,006	1,000
Income				
Interest Income	6	-	-	-
Developer Advance	2,639,925	2,002,000	8,002,000	4,002,000
Total Income	<u>2,639,931</u>	<u>2,002,000</u>	<u>8,002,000</u>	<u>4,002,000</u>
Expense				
Capital Projects G&A	-	2,000	2,000	2,000
Construction	2,638,925	2,000,000	8,000,000	4,000,000
Street/Sidewalks	-	-	-	-
General Construction	-	-	-	-
Erosion Control	-	-	-	-
Earthwork	-	-	-	-
Sanitary Sewer	-	-	-	-
Total Expense	<u>2,638,925</u>	<u>2,002,000</u>	<u>8,002,000</u>	<u>4,002,000</u>
Excess Revenue (Expenses)	<u>1,006</u>	<u>-</u>	<u>-</u>	<u>-</u>
Ending Fund Balance	<u>1,006</u>	<u>1,000</u>	<u>1,006</u>	<u>1,000</u>

NORTHRIDGE ESTATES METROPOLITAN DISTRICT NO. 2
BUDGET MESSAGE
2022 BUDGET

INTRODUCTION

The budget reflects the projected spending plan for the 2022 fiscal year based upon available revenues. The general operations of the District are anticipated to be provided by District No. 1.

SERVICES PROVIDED

Through its Service Plan, the District is authorized to finance certain streets, street lighting, traffic and safety controls, water, sanitary sewer, landscaping, storm drainage, mosquito control and park and recreation improvements. The District has no employees and all services are contracted.

ACCOUNTING METHOD

The District uses funds to budget and report on the financial position and results of operations. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain governmental functions. The various funds determine the total District budget. All of the District's funds are considered Governmental Funds and are reported using the current financial resources and the modified accrual basis of accounting. Revenues are recognized when they are measurable and available. Revenues are considered available when they are collectible within the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures, other than the interest on long term obligations, are recorded when the liability is incurred or the long-term obligation paid.

REVENUE

The primary source of funds for 2022 is property taxes.

EXPENDITURES

District No. 2 anticipates transferring the net property taxes to District No. 1 to provide the operation services of the Districts.

Northridge Estates Metropolitan District No. 2 Budget

General Fund

	2020 Actual	2021 Budget	2022 Proposed Budget
Modified accrual basis			
Beginning Balance	-	-	-
Income			
Property Taxes	-	-	6,767
Specific Ownership Tax	-	-	406
Total Income	-	-	7,173
Expense			
Treasurer's Fee	-	-	102
Intergovernmental Fees	-	-	6,571
Total Expense	-	-	6,673
Excess Revenue (Expenses)	-	-	500
Ending Fund Balance	-	-	500

Capital Fund

	2020 Actual	2021 Budget	2022 Proposed Budget
Beginning Balance	-	-	-
Income			
Developer Advance	-	5,000,000	-
Total Income	-	5,000,000	-
Expense			
Capital Projects G&A	-	-	-
Construction	-	5,000,000	-
Street/Sidewalks	-	-	-
General Construction	-	-	-
Erosion Control	-	-	-
Earthwork	-	-	-
Sanitary Sewer	-	-	-
Total Expense	-	5,000,000	-
Excess Revenue (Expenses)	-	-	-
Ending Fund Balance	-	-	-

NORTHRIDGE ESTATES METROPOLITAN DISTRICT NO. 3
BUDGET MESSAGE
2022 BUDGET

INTRODUCTION

The budget reflects the projected spending plan for the 2022 fiscal year based upon available revenues. The general operations of the District are anticipated to be provided by District No. 1.

SERVICES PROVIDED

Through its Service Plan, the District is authorized to finance certain streets, street lighting, traffic and safety controls, water, sanitary sewer, landscaping, storm drainage, mosquito control and park and recreation improvements. The District has no employees and all services are contracted.

ACCOUNTING METHOD

The District uses funds to budget and report on the financial position and results of operations. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain governmental functions. The various funds determine the total District budget. All of the District's funds are considered Governmental Funds and are reported using the current financial resources and the modified accrual basis of accounting. Revenues are recognized when they are measurable and available. Revenues are considered available when they are collectible within the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures, other than the interest on long term obligations, are recorded when the liability is incurred or the long-term obligation paid.

REVENUE

The primary source of funds for 2022 is property taxes.

EXPENDITURES

District No. 3 anticipates transferring the net property taxes to District No. 1 to provide the operation services of the Districts.

Northridge Estates Metropolitan District No. 3 Budget

General Fund

	2020 Actual	2021 Budget	2022 Proposed Budget
Modified accrual basis			
Beginning Balance	-	-	-
Income			
Property Taxes	-	-	8,205
Specific Ownership Tax	-	-	492
Total Income	-	-	8,697
Expense			
Treasurer's Fee	-	-	123
Intergovernmental Fees	-	-	8,074
Total Expense	-	-	8,197
Excess Revenue (Expenses)	-	-	500
Ending Fund Balance	-	-	500

Capital Fund

	2020 Actual	2021 Budget	2022 Proposed Budget
Beginning Balance	-	-	-
Income			
Developer Advance	-	5,000,000	-
Total Income	-	5,000,000	-
Expense			
Capital Projects G&A	-	-	-
Construction	-	5,000,000	-
Street/Sidewalks	-	-	-
General Construction	-	-	-
Erosion Control	-	-	-
Earthwork	-	-	-
Sanitary Sewer	-	-	-
Total Expense	-	5,000,000	-
Excess Revenue (Expenses)	-	-	-
Ending Fund Balance	-	-	-

EXHIBIT D

CERTIFICATION

On behalf of the Boards of Directors of the Northridge Estates Metropolitan District No. 1, I hereby certify that no action, event or condition set forth in Section 24-1219 of the City of Greeley Code has occurred in the report year.

DocuSigned by:
Joshua Montoya
ADC53292619C427...

Joshua Montoya, President

On behalf of the Boards of Directors of the Northridge Estates Metropolitan District Nos. 2 and 3, I hereby certify that no action, event or condition set forth in Section 24-1219 of the City of Greeley Code has occurred in the report year.

DocuSigned by:
Don Guerra
23AE66A71D6847A...

Don Guerra, President

EXHIBIT E
DISTRICT DIRECTORY

Board of Directors:

DISTRICT NO. 1:

Donald Guerra
619 12th Street, #31
Golden, CO 80402
(303) 905-3496

Angela Garcia
c/o Centennial Consulting Group
2619 Canton Court, Suite A
Fort Collins, CO 80525
(720) 550-9108

Joshua Montoya
c/o Centennial Consulting Group
2619 Canton Court, Suite A
Fort Collins, CO 80525
(303) 907-9426

Two Vacancies

DISTRICT NOS. 2 AND 3:

Donald Guerra
619 12th Street, #31
Golden, CO 80402
(303) 905-3496

Marvin Davis
12043 West Cross Drive, #108
Littleton, CO 80127
(303) 478-0623

Robert Eck
12650 W. 64th Avenue, Unit E #274
Arvada, CO 80004
(303) 961-0313

Leslie Brown
2978 Cherry Street
Denver, CO 802007
(970) 970-389-4555

One Vacancy

General Counsel to the Districts:

David A. Greher, Esq.
Cockrel Ela Glesne Greher & Ruhland, P.C.
44 Cook Street, Suite 620
Denver, CO 80206

Chief Administrative Officer to the Districts:

Alex Carlson
Centennial Consulting Group
2619 Canton Court, Suite A
Fort Collins, CO 80525