

**UPPER COTTONWOOD CREEK METROPOLITAN DISTRICT,
UPPER COTTONWOOD CREEK METROPOLITAN DISTRICT NOS. 2 – 5
and
OLD RANCH METROPOLITAN DISTRICT**

2022 ANNUAL REPORT

- BOUNDARY CHANGES MADE OR PROPOSED for 2022 for the Districts:

Old Ranch Metropolitan District: There were no boundary changes made in 2022. **Exhibit A** – correspondence regarding Map Filing dated December 21, 2022.

Upper Cottonwood Creek Metropolitan District: There were no boundary changes made in 2022. **Exhibit A** – correspondence regarding Map Filing dated December 21, 2022.

Upper Cottonwood Creek Metropolitan District No. 2: There were no boundary changes made in 2022. **Exhibit A** – correspondence regarding Map Filing dated December 22, 2022.

Upper Cottonwood Creek Metropolitan District No. 3: There were no boundary changes made in 2022. **Exhibit A** – correspondence regarding Map Filing dated December 22, 2022.

Upper Cottonwood Creek Metropolitan District No. 4: There were no boundary changes made in 2022. **Exhibit A** – correspondence regarding Map Filing dated December 22, 2022.

Upper Cottonwood Creek Metropolitan District No. 5: There were no boundary changes made in 2022. **Exhibit A** – correspondence regarding Map Filing dated December 22, 2022.

- INTERGOVERNMENTAL AGREEMENTS: There were no Intergovernmental Agreements put in place during 2022.
- COPIES OF DISTRICTS' RULES AND REGULATIONS: The Districts rules and regulations documents are attached hereto as **Exhibit B**.
- SUMMARY OF ANY LITIGATION: The Districts did not have or were not involved in any litigation.
- STATUS OF THE DISTRICTS' CONSTRUCTION OF THE PUBLIC IMPROVEMENTS: Public improvements were constructed for District Nos. 3 & 4.

- LIST OF ALL FACILITIES AND IMPROVEMENTS CONSTRUCTED BY THE DISTRICTS: Water, sanitation, street, storm drainage and park and recreation improvements were constructed for District Nos. 3 & 4.
- ASSESSED VALUATIONS: **Exhibit C**
- CURRENT YEAR BUDGETS: **Exhibit D**
- AUDIT / AUDIT EXEMPTIONS: **Exhibit E**
- NOTICE OF ANY UNCURED EVENTS OF NONCOMPLIANCE: None
- ANY INABILITY OF THE DISTRICTS TO PAY THEIR OBLIGATIONS: None
- COPIES OF ANY CERTIFICATIONS OF AN EXTERNAL FINANCIAL ADVISOR: None

EXHIBIT A

OLD RANCH METROPOLITAN DISTRICT

121 South Tejon Street, Suite 1100
Colorado Springs, CO 80903
Phone: 719-635-0330

December 21, 2022

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

Office of the El Paso Assessor
1675 West Garden of the Gods Road
Suite 2100
Colorado Springs, CO 80907
asrweb@elpasoco.com

Office of the El Paso County Clerk & Recorder
1675 West Garden of the Gods Road
Colorado Springs, CO 80907
chuckbroerman@elpasoco.com

Re: Old Ranch Metropolitan District – Map Filing

Dear Filing Administrator:

Colorado Revised Statute §32-1-306 requires special districts to provide a current, and accurate map of its boundaries to the Division of Local Government, County Assessor and Clerk and Recorder on or before January 1, of each year. In 2022 the District above has had no boundary adjustments, inclusions, or exclusions.

Please use the current map on file for any boundary questions. Should you have further questions or need additional information, please contact the undersigned.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chalks' or 'Falks', with a large, loopy flourish at the end.

Chelsea Falks
District Administrator

Upper Cottonwood Creek Metropolitan District
121 S. Tejon Street, Suite 1100
Colorado Springs, Colorado 80903
719-635-0330

December 21, 2022

Division of Local Government
1313 Sherman Street, Room 521
Denver, CO 80203
[Via E-Filing Portal](#)

Citizen's Service Center (Assessor)
1675 West Garden of the Gods Road
Suite 2300
Colorado Springs, CO 80907
ASRWEB@elpasoco.com

Office of the El Paso County Clerk &
Recorder
1675 West Garden of the Gods Road
Colorado Springs, CO 80907
specialdistrictnotices@elpasoco.com
chuck.broerman@elpasoco.com

Re: Upper Cottonwood Creek Metropolitan District – Map Filing

Dear Filing Administrator:

Colorado Revised Statute §32-1-306 requires special districts to provide a current, and accurate map of its boundaries to the Division of Local Government, County Assessor and Clerk and Recorder on or before January 1, of each year. In 2022 the above-referenced District has had boundary adjustments, inclusions, or exclusions.

Please use the current map on file for any boundary questions. Should you have further questions or need additional information, please contact the undersigned

Sincerely,

A handwritten signature in black ink, appearing to read "Chalks" or "Falks", with a large loop at the end.

Chelsea Falks
District Administrator

Upper Cottonwood Creek Metropolitan District No. 2
121 S. Tejon Street, Suite 1100
Colorado Springs, Colorado 80903
719-635-0330

December 22, 2022

Division of Local Government
1313 Sherman Street, Room 521
Denver, CO 80203
[Via E-Filing Portal](#)

Citizen's Service Center (Assessor)
1675 West Garden of the Gods Road
Suite 2300
Colorado Springs, CO 80907
ASRWEB@elpasoco.com

Office of the El Paso County Clerk &
Recorder
1675 West Garden of the Gods Road
Colorado Springs, CO 80907
specialdistrictnotices@elpasoco.com
chuck.broerman@elpasoco.com

Re: Upper Cottonwood Creek Metropolitan District No. 2 – Map Filing

Dear Filing Administrator:

Colorado Revised Statute §32-1-306 requires special districts to provide a current, and accurate map of its boundaries to the Division of Local Government, County Assessor and Clerk and Recorder on or before January 1, of each year. In 2022 the above-referenced District has had no boundary adjustments, inclusions, or exclusions.

Please use the current map on file for any boundary questions. Should you have further questions or need additional information, please contact the undersigned.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chalks' or 'Falks', with a large circular flourish at the end.

Chelsea Falks
District Administrator

Upper Cottonwood Creek Metropolitan District No. 3
121 S. Tejon Street, Suite 1100
Colorado Springs, Colorado 80903
719-635-0330

December 22, 2022

Division of Local Government
1313 Sherman Street, Room 521
Denver, CO 80203
[Via E-Filing Portal](#)

Citizen's Service Center (Assessor)
1675 West Garden of the Gods Road
Suite 2300
Colorado Springs, CO 80907
ASRWEB@elpasoco.com

Office of the El Paso County Clerk &
Recorder
1675 West Garden of the Gods Road
Colorado Springs, CO 80907
chuckbroerman@elpasoco.com

Re: Upper Cottonwood Creek Metropolitan District No. 3 – Map Filing

Dear Filing Administrator:

Colorado Revised Statute §32-1-306 requires special districts to provide a current, and accurate map of its boundaries to the Division of Local Government, County Assessor and Clerk and Recorder on or before January 1, of each year. In 2022 the above-referenced District has had no boundary adjustments, inclusions, or exclusions.

Please use the current map on file for any boundary questions. Should you have further questions or need additional information, please contact the undersigned.

Sincerely,

A handwritten signature in black ink, appearing to read "Chalks", with a large, stylized loop at the end.

Chelsea Falks
District Administrator

Upper Cottonwood Creek Metropolitan District No. 4
121 S. Tejon Street, Suite 1100
Colorado Springs, Colorado 80903
719-635-0330

December 22, 2022

Division of Local Government
1313 Sherman Street, Room 521
Denver, CO 80203
[Via E-Filing Portal](#)

Citizen's Service Center (Assessor)
1675 West Garden of the Gods Road
Suite 2300
Colorado Springs, CO 80907
ASRWEB@elpasoco.com

Office of the El Paso County Clerk &
Recorder
1675 West Garden of the Gods Road
Colorado Springs, CO 80907
specialdistrictnotices@elpasoco.com
chuck.broerman@elpasoco.com

Re: Upper Cottonwood Creek Metropolitan District No. 4 – Map Filing

Dear Filing Administrator:

Colorado Revised Statute §32-1-306 requires special districts to provide a current, and accurate map of its boundaries to the Division of Local Government, County Assessor and Clerk and Recorder on or before January 1, of each year. In 2022 the above-referenced District has had no boundary adjustments, inclusions, or exclusions.

Please use the current map on file for any boundary questions. Should you have further questions or need additional information, please contact the undersigned.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chalks' or 'Falks', with a large, stylized loop at the end.

Chelsea Falks
District Administrator

Upper Cottonwood Creek Metropolitan District No. 5

**121 S. Tejon Street, Suite 1100
Colorado Springs, Colorado 80903
719-635-0330**

December 22, 2022

Division of Local Government
1313 Sherman Street, Room 521
Denver, CO 80203
[Via E-Filing Portal](#)

Citizen's Service Center (Assessor)
1675 West Garden of the Gods Road
Suite 2300
Colorado Springs, CO 80907
ASRWEB@elpasoco.com

Office of the El Paso County Clerk &
Recorder
1675 West Garden of the Gods Road
Colorado Springs, CO 80907
specialdistrictnotices@elpasoco.com
chuckbroerman@elpasoco.com

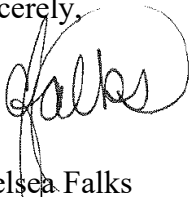
Re: Upper Cottonwood Creek Metropolitan District No. 5 – Map Filing

Dear Filing Administrator:

Colorado Revised Statute §32-1-306 requires special districts to provide a current, and accurate map of its boundaries to the Division of Local Government, County Assessor and Clerk and Recorder on or before January 1, of each year. In 2022 the above-referenced District has had boundary adjustments, inclusions, or exclusions.

Please use the current map on file for any boundary questions. Should you have further questions or need additional information, please contact the undersigned.

Sincerely,

A handwritten signature in black ink, appearing to read "Chalks", written over a circular stamp or seal.

Chelsea Falks
District Administrator

EXHIBIT B



DAYBREAK AT WOLF RANCH
RULES AND REGULATIONS
RELATED TO LANDSCAPING, LANDSCAPE MAINTENANCE,
IRRIGATION AND FENCING

The plat for Daybreak at Wolf Ranch, Filing No. 1 was recorded in the records of the Clerk and Recorder of El Paso County, Colorado on June 16, 2016 at Reception No. 216713789 ("Plat").

The developer of Daybreak at Wolf Ranch is Daybreak at Wolf Ranch, LLC ("Daybreak").

Currently Vanguard Homes and Covington Homes (collectively referred to as "Builders" or separately as Builder) are under contract to purchase the Lots in Daybreak. Builders shall mean Vanguard Homes and Covington Homes or any other builders who build in Daybreak at Wolf Ranch.

Within the Lots on the Plat, Lots 1-29, inclusive, and Lots 53-65, inclusive, are alley load lots in which there is an alley to the rear of the Lots from which the garage is accessed ("Alley Load Lots").

A Supplement to the Community Charter for Wolf Ranch Residential Property and the Community Covenant for Wolf Ranch (Daybreak at Wolf Ranch Alley-Loaded Lots) was recorded in the records of the Clerk and Recorder of El Paso County, Colorado on June 22, 2016 at Reception No. 216067898 (the "Alley Load Supplement").

Pursuant to Exhibit B-1 of the Alley Load Supplement, there are areas between the homes on the Alley Load Lots that are referred to as the "Courtyard Easement Areas."

Within the Lots on the Plat, Lots 66-74, inclusive, Lots 87-98, inclusive, Lots 30-52, inclusive, and Lots 75-86, inclusive, are front load lots in which the garage is accessed from the street fronting the Lots ("Front Load Lots").

A Supplement to the Community Charter for Wolf Ranch Residential Property and the Community Covenant for Wolf Ranch (Daybreak at Wolf Ranch Front-Loaded Lots) was recorded in the records of the Clerk and Recorder of El Paso County, Colorado on June 22, 2016 at Reception No. 216067897 (the "Front Load Supplement").

The governing association for both the Alley Load Lots and the Front Load Lots is the Wolf Ranch Owners Association, Inc. ("WROA").

Both the Alley Load Lots and the Front Load Lots pay Service Area Assessments to the WROA for additional services provided to include irrigation water, irrigation,

landscape maintenance, snow removal and maintenance of Tracts owned by the WROA and maintenance of signage in Daybreak at Wolf Ranch and other services as outlined in the Front Lot Supplement and the Alley Load Supplement.

Irrigation for all landscaping on the Front Load Lots and Alley Load Lots will be provided by a central irrigation system installed by Daybreak and managed by the WROA.

The WROA owns and maintains Tracts B, C, D, E and F as shown on the Plat. Tracts D and F are trail tracts and Tracts B, C and E are alley access tracts for the Alley Load Lots.

The purpose of these Rules and Regulations is to establish rules and regulations related to the various matters addressed in these Rules and Regulations related to irrigation, landscaping, landscape maintenance, snow removal and access to the Lots for the services provided by the WROA. These Rules and Regulations shall be binding upon all Builders and Homeowners. "Homeowners" or "Homeowner" shall mean and include the record title owner of the Lots as well as any tenants or other occupants of a home on the Lots.

The WROA will retain one or more contractors for each of the services provided (the "Service Contractors"). The Rules and Regulations set forth herein are for the benefit of the WROA and the Service Contractors.

These Rules and Regulations are intended to clarify the implementation of the delivery of the services as set forth in the Front Load Supplement and the Alley Load Supplement. If there is an irreconcilable conflict between these Rules and Regulation and the Front Load Supplement or the Alley Load Supplement, the Supplements shall govern to the extent of the irreconcilable conflict. The WROA shall be the sole judge of whether there is an irreconcilable conflict.

These Rules and Regulations may be amended from time to time by the WROA Board of Directors in a written document recorded in the records of the Clerk and Recorder of El Paso County, Colorado. The Builders and Homeowners hereby consent to this authority to amend these Rules and Regulations and will be bound these Rules and Regulations and by any amendments to these Rules and Regulations. No Builder or Homeowner may opt out of the services provided as set forth in the Front Load Supplement, the Alley Load Supplement and these Rules and Regulations as the same may be amended from time to time.

RULES AND REGULATIONS

1. Access to rear yards for landscape and irrigation maintenance for Front Load Lots:

a. Front Load Lots Adjacent to Tract D. Access to rear yard is from Tract D. Gate will be installed in rear yard fence adjacent to the Tract. The cost of fence is the responsibility Daybreak. The cost of gate is the responsibility of either Builder or Homeowners as agreed upon between the Builder and Homeowners; provided that the ultimate responsibility is with the Homeowners.

b. Front Load Lots Not Adjacent to Tract D. If there is a side yard fence, a gate in the side yard lot line fence will be installed as near as possible to the rear yard property line. The gate will be on all side yard lot line fences. Builders will advise Homeowners to split cost of gate between adjoining Homeowners. The cost of the fence and gate will be coordinated between the adjoining Homeowners. Neither Daybreak nor the WROA will be responsible for the cost of the gate or the fence.

c. Service Contractors will access the rear yards with their maintenance equipment through the side yard lot line fence gates and/or the rear yard gate for Lots adjacent to Tract D.

d. All Homeowners acknowledge and agree that the access through the side yard lot line fences will be for all lots in the block face.

e. If there is a wing fence, the Builder or Homeowners will install a gate in the wing fence for pedestrian access by the landscape and irrigation Service Contractors. Since there will be 2 wing fences on either side of the house where a fence is installed, the gate need only be in one of the wing fences. Cost of lot fencing, including the wing fences, and gates is obligation of either Builders or Homeowners; provided that the ultimate responsibility is with the Homeowners.

f. The Builders and Homeowners will adhere to the gate standards for all gates which standards will be established by the WROA.

g. Neither the Builders nor Homeowners may interfere with access the Lots by the WROA or the Service Contractors to either the front or rear yards.

2. Installation of irrigation main line and irrigation wiring

a. For both Alley and Front Load Lots, Daybreak will install irrigation main line and irrigation wiring. In both cases, the main line and wiring will be in front yard behind the curb. In both cases, Daybreak will install stub outs for irrigation lines and wiring from the main lines to provide service to the Lots. In no event will the main line be cut or changed by the Builders, Homeowners or their contractors, and the stub outs shall be the exclusive connection from the main lines for the on lot irrigation and wiring.

b. The depth of both irrigation lines and irrigation wiring will be 24" to top of sleeve pipe, irrigation pipes or irrigation wiring.

c. For Front Load Lots, if the driveway is installed prior to main line irrigation installation, Builder will install a 6" sleeve for irrigation and a 3" sleeve for irrigation

wiring at a depth of 24" below the driveway to top of sleeve pipe. Otherwise, neither the irrigation line nor the wiring will be sleeved.

3. Alley load landscaping in alley.

a. Builders will install irrigation line from the main irrigation line and wiring to the alley and will install irrigation and alley landscaping.

b. Plans for alley landscaping and irrigation to be developed by Builders for approval by WROA.

4. For both Front and Alley Load Lots, Builders will install front yard landscaping and irrigation as part of the price of the home. Landscape deposits to WROA are not required for Builder installed front yard landscaping.

5. For Front Loads Lots, Builders may either install rear yard landscaping as part of the price of the home, in which event, the landscape deposit will not be required, or require the Homeowners to install. If the installation of the rear yard landscape is the responsibility of the Homeowners, then landscape deposit will be collected by WROA from the Homeowners per WROA schedule.

6. For rear yard landscaping, the Builders will prepare at least five templates for rear yard landscaping and irrigation, which will be followed for either Builder or Homeowner installed landscaping and irrigation. The irrigation and landscape plans shall be submitted by the Builders to WROA for approval.

7. Approved vendors for irrigation and landscape installation for both Builder installed and Homeowner installed irrigation and landscaping are as follows ("Approved Vendors"):

- a. Colorado River Landscaping
- b. Sunflower Landscaping
- c. Pro Landscape
- d. Timberline Landscape
- e. Landscape Endeavors
- f. HERMEC
- g. All American Landscaping

Only the Approved Vendors as listed in this paragraph may install landscaping and irrigation on behalf of either the Builder or the Homeowners. Since the WROA through the Service Contractors will be responsible for landscape and irrigation maintenance, there will be no exceptions granted. Nor will there be case by case exceptions. The WROA will have sole discretion as to the Approved Vendors; thus Approved Vendors

may be added to the list of Approved Vendors or deleted as an approved vendor from time to time.

8. With the exception of irrigation and landscaping and irrigation installed in the Courtyard Landscape Area, in no case may a Homeowner or Builder install his or her own landscaping and irrigation. Only Approved Vendors may install landscaping and irrigation in areas other than the Courtyard Easement Area.

9. Landscaping and irrigation installed in the Courtyard Easement Area will be the responsibility of the Homeowners in accordance with plans approved by WROA. Any courtyard irrigation must be from the house meter and not the central irrigation system.

10. Builders will prepare irrigation plans for both front yard, rear yard and alleys to be approved by WROA. The irrigation plans should accompany the landscape template plans when submitted by Builders for approval by WROA and shall include the location of all irrigation components, including, but not limited to, main lines, lateral lines, irrigation heads, valves and valve boxes.

11. Final installation of landscaping and irrigation on the front yards, rear yards and alleys will be inspected by WROA. The landscaping and irrigation will not be accepted for maintenance by WROA until the installation is approved by the WROA.

12. Irrigation equipment specifications will be established by the WROA and only the approved irrigation equipment may be used.

13. All irrigation zones, including watering times, will be established and controlled by WROA. In no event are Homeowners or Builders permitted to access, change or interfere with the settings of the irrigation zones as established by the WROA through its Service Contractors.

14. Irrigation line and wiring maintenance by WROA is included as a part of the Service Area Assessment. The Homeowner or Builder will be charged for any damage caused by the Homeowner or Builder. The determination of the cause of any damage shall be in the sole discretion of the WROA.

15. The WROA will establish landscape and irrigation maintenance standards to be adhered to by the Service Contractors.

16. Snow Removal. The WROA will establish standards for snow depth and timing of snow removal. Ice melt will not be used.

17. Fencing


a. Alley load. All Alley Load Lots will have side yard wing fences to establish the Courtyard Easement Area. The fence will be buff vinyl. Fence to be installed by Builder in accordance with courtyard fence standards and materials established by WROA.

b. Front load. Rear yard fencing is not required, but if installed, the fence must be 3 rail concrete as approved by WROA. After initial installation, Homeowners shall be responsible for maintenance of the fence and gate. The cost for the installation of fence and gates shall be the responsibility of either the Builder or Homeowners.

18. Since front and rear yard landscape maintenance is provided by WROA, Homeowners will be limited on the changes permitted to the landscape design templates. Approval of requested changes to the landscape design templates will be in the sole discretion of the WROA. Additionally, playground equipment, basketball hoops, trampolines and similar equipment will not be permitted and may not be installed on the Lots by either Builders or Homeowners.

Executed as of the 9th day of November 2016

Wolf Ranch Owners Association, Inc.

By: 
Ralph Braden, President

Approved by:

Daybreak at Wolf Ranch, LLC

By: Nor'wood Limited, Inc., its Manager


By: 
Ralph Braden, Vice President

EXHIBIT C

CERTIFICATION OF VALUATION BY EL PASO COUNTY ASSESSOR

DOLA LGID/SID _____

New Tax Entity? ☐ YES ☒ NODate November 23, 2022**NAME OF TAX ENTITY:** OLD RANCH METROPOLITAN
USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATION ("5.5%" LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) and 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2022 :

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	1. \$	260
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡	2. \$	210
3. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3. \$	0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4. \$	210
5. NEW CONSTRUCTION: *	5. \$	0
6. INCREASED PRODUCTION OF PRODUCING MINE: ≈	6. \$	0
7. ANNEXATIONS/INCLUSIONS:	7. \$	0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: ≈	8. \$	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.): Φ	9. \$	0
10. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(a), C.R.S.). Includes all revenue collected on valuation not previously certified:	10. \$	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.):	11. \$	0.00

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

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

≈ Jurisdiction must submit to the Division of Local Government respective Certifications of Impact in order for the values to be treated as growth in the limit calculation; use Forms DLG 52 & 52A.

Φ Jurisdiction must apply to the Division of Local Government before the value can be treated as growth in the limit calculation; use Form DLG 52B.

USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

IN ACCORDANCE WITH ART.X, SEC.20, COLO. CONSTUTION AND 39-5-121(2)(b), C.R.S., THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2022 :

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1. \$	55
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ADDITIONS TO TAXABLE REAL PROPERTY

2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: *	2. \$	0
3. ANNEXATIONS/INCLUSIONS:	3. \$	0
4. INCREASED MINING PRODUCTION: §	4. \$	0
5. PREVIOUSLY EXEMPT PROPERTY:	5. \$	0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	6. \$	0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: (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.):	7. \$	0

DELETIONS FROM TAXABLE REAL PROPERTY

8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	8. \$	0
9. DISCONNECTIONS/EXCLUSIONS:	9. \$	0
10. PREVIOUSLY TAXABLE PROPERTY:	10. \$	0

¶ This includes the actual value of all taxable real property plus the actual value of religious, private school, 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:
TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY \$ N/A

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 39-3-119.5(3), C.R.S.

NOTE: ALL LEVIES MUST BE CERTIFIED to the COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.

CERTIFICATION OF VALUATION BY EL PASO COUNTY ASSESSOR

DOLA LGID/SID _____

New Tax Entity? ☐ YES ☒ NODate November 23, 2022**NAME OF TAX ENTITY:** UPPER COTTONWOOD CREEK METRO
USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATION ("5.5%" LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) and 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2022 :

1.	PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	23,483,810
2.	CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡	2.	\$	22,861,740
3.	LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3.	\$	0
4.	CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4.	\$	22,861,740
5.	NEW CONSTRUCTION: *	5.	\$	0
6.	INCREASED PRODUCTION OF PRODUCING MINE: ≈	6.	\$	0
7.	ANNEXATIONS/INCLUSIONS:	7.	\$	0
8.	PREVIOUSLY EXEMPT FEDERAL PROPERTY: ≈	8.	\$	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.): Φ	9.	\$	0
10.	TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(a), C.R.S.). Includes all revenue collected on valuation not previously certified:	10.	\$	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.):	11.	\$	0.00

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

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

≈ Jurisdiction must submit to the Division of Local Government respective Certifications of Impact in order for the values to be treated as growth in the limit calculation; use Forms DLG 52 & 52A.

Φ Jurisdiction must apply to the Division of Local Government before the value can be treated as growth in the limit calculation; use Form DLG 52B.

USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

IN ACCORDANCE WITH ART.X, SEC.20, COLO. CONSTUTION AND 39-5-121(2)(b), C.R.S., THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2022 :

1.	CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1.	\$	328,875,267
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ADDITIONS TO TAXABLE REAL PROPERTY

2.	CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: *	2.	\$	0
3.	ANNEXATIONS/INCLUSIONS:	3.	\$	0
4.	INCREASED MINING PRODUCTION: §	4.	\$	0
5.	PREVIOUSLY EXEMPT PROPERTY:	5.	\$	0
6.	OIL OR GAS PRODUCTION FROM A NEW WELL:	6.	\$	0
7.	TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: (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.):	7.	\$	0

DELETIONS FROM TAXABLE REAL PROPERTY

8.	DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	8.	\$	0
9.	DISCONNECTIONS/EXCLUSIONS:	9.	\$	0
10.	PREVIOUSLY TAXABLE PROPERTY:	10.	\$	0

¶ This includes the actual value of all taxable real property plus the actual value of religious, private school, 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:
TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY \$ N/A

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 39-3-119.5(3), C.R.S.

NOTE: ALL LEVIES MUST BE CERTIFIED to the COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.

CERTIFICATION OF VALUATION BY EL PASO COUNTY ASSESSOR

DOLA LGID/SID _____

New Tax Entity? ☐ YES ☒ NODate November 23, 2022**NAME OF TAX ENTITY:** UPPER COTTONWOOD CREEK METRO #2
USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATION ("5.5%" LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) and 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2022 :

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	1. \$	27,096,110
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡	2. \$	26,391,610
3. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3. \$	0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4. \$	26,391,610
5. NEW CONSTRUCTION: *	5. \$	0
6. INCREASED PRODUCTION OF PRODUCING MINE: ≈	6. \$	0
7. ANNEXATIONS/INCLUSIONS:	7. \$	0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: ≈	8. \$	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.): Φ	9. \$	0
10. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(a), C.R.S.). Includes all revenue collected on valuation not previously certified:	10. \$	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.):	11. \$	0.00

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

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

≈ Jurisdiction must submit to the Division of Local Government respective Certifications of Impact in order for the values to be treated as growth in the limit calculation; use Forms DLG 52 & 52A.

Φ Jurisdiction must apply to the Division of Local Government before the value can be treated as growth in the limit calculation; use Form DLG 52B.

USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

IN ACCORDANCE WITH ART.X, SEC.20, COLO. CONSTUTION AND 39-5-121(2)(b), C.R.S., THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2022 :

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1. \$	379,639,692
ADDITIONS TO TAXABLE REAL PROPERTY		
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: *	2. \$	0
3. ANNEXATIONS/INCLUSIONS:	3. \$	0
4. INCREASED MINING PRODUCTION: §	4. \$	0
5. PREVIOUSLY EXEMPT PROPERTY:	5. \$	0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	6. \$	0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: (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.):	7. \$	0

DELETIONS FROM TAXABLE REAL PROPERTY

8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	8. \$	0
9. DISCONNECTIONS/EXCLUSIONS:	9. \$	0
10. PREVIOUSLY TAXABLE PROPERTY:	10. \$	200

¶ This includes the actual value of all taxable real property plus the actual value of religious, private school, 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:
TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY \$ N/A

IN ACCORDANCE WITH 39-5-128(1.5), C.R.S., THE ASSESSOR PROVIDES:

HB21-1312 ASSESSED VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): ** \$ 20

** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119.5(3), C.R.S.

NOTE: ALL LEVIES MUST BE CERTIFIED to the COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.

CERTIFICATION OF VALUATION BY EL PASO COUNTY ASSESSOR

DOLA LGID/SID _____

New Tax Entity? ☐ YES ☒ NODate November 23, 2022**NAME OF TAX ENTITY:** UPPER COTTONWOOD CREEK METRO #3
USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATION ("5.5%" LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) and 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2022 :

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	1. \$	29,582,580
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡	2. \$	33,884,470
3. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3. \$	0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4. \$	33,884,470
5. NEW CONSTRUCTION: *	5. \$	4,539,470
6. INCREASED PRODUCTION OF PRODUCING MINE: ≈	6. \$	0
7. ANNEXATIONS/INCLUSIONS:	7. \$	0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: ≈	8. \$	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.): Φ	9. \$	0
10. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(a), C.R.S.). Includes all revenue collected on valuation not previously certified:	10. \$	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.):	11. \$	909.62

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

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

≈ Jurisdiction must submit to the Division of Local Government respective Certifications of Impact in order for the values to be treated as growth in the limit calculation; use Forms DLG 52 & 52A.

Φ Jurisdiction must apply to the Division of Local Government before the value can be treated as growth in the limit calculation; use Form DLG 52B.

USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

IN ACCORDANCE WITH ART.X, SEC.20, COLO. CONSTUTION AND 39-5-121(2)(b), C.R.S., THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2022 :

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1. \$	455,573,431
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ADDITIONS TO TAXABLE REAL PROPERTY

2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: *	2. \$	65,614,716
3. ANNEXATIONS/INCLUSIONS:	3. \$	0
4. INCREASED MINING PRODUCTION: §	4. \$	0
5. PREVIOUSLY EXEMPT PROPERTY:	5. \$	0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	6. \$	0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: (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.):	7. \$	0

DELETIONS FROM TAXABLE REAL PROPERTY

8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	8. \$	0
9. DISCONNECTIONS/EXCLUSIONS:	9. \$	0
10. PREVIOUSLY TAXABLE PROPERTY:	10. \$	66,749

¶ This includes the actual value of all taxable real property plus the actual value of religious, private school, 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:
TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY \$ N/A

IN ACCORDANCE WITH 39-5-128(1.5), C.R.S., THE ASSESSOR PROVIDES:

HB21-1312 ASSESSED VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): ** \$ 60

** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119.5(3), C.R.S.

NOTE: ALL LEVIES MUST BE CERTIFIED to the COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.

CERTIFICATION OF VALUATION BY EL PASO COUNTY ASSESSOR

New Tax Entity? ☐ YES ☒ NODate November 23, 2022**NAME OF TAX ENTITY:** UPPER COTTONWOOD CREEK METRO #4
USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATION ("5.5%" LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) and 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2022 :

1.	PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	10,764,290
2.	CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡	2.	\$	18,189,900
3.	LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3.	\$	0
4.	CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4.	\$	18,189,900
5.	NEW CONSTRUCTION: *	5.	\$	5,354,270
6.	INCREASED PRODUCTION OF PRODUCING MINE: ≈	6.	\$	0
7.	ANNEXATIONS/INCLUSIONS:	7.	\$	0
8.	PREVIOUSLY EXEMPT FEDERAL PROPERTY: ≈	8.	\$	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.): Φ	9.	\$	0
10.	TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(a), C.R.S.). Includes all revenue collected on valuation not previously certified:	10.	\$	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.):	11.	\$	0.00

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

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

≈ Jurisdiction must submit to the Division of Local Government respective Certifications of Impact in order for the values to be treated as growth in the limit calculation; use Forms DLG 52 & 52A.

Φ Jurisdiction must apply to the Division of Local Government before the value can be treated as growth in the limit calculation; use Form DLG 52B.

USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

IN ACCORDANCE WITH ART.X, SEC.20, COLO. CONSTUTION AND 39-5-121(2)(b), C.R.S., THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2022 :

1.	CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1.	\$	215,104,668
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ADDITIONS TO TAXABLE REAL PROPERTY

2.	CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: *	2.	\$	77,126,295
3.	ANNEXATIONS/INCLUSIONS:	3.	\$	0
4.	INCREASED MINING PRODUCTION: §	4.	\$	0
5.	PREVIOUSLY EXEMPT PROPERTY:	5.	\$	0
6.	OIL OR GAS PRODUCTION FROM A NEW WELL:	6.	\$	0
7.	TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: (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.):	7.	\$	0

DELETIONS FROM TAXABLE REAL PROPERTY

8.	DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	8.	\$	0
9.	DISCONNECTIONS/EXCLUSIONS:	9.	\$	0
10.	PREVIOUSLY TAXABLE PROPERTY:	10.	\$	0

¶ This includes the actual value of all taxable real property plus the actual value of religious, private school, 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:
TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY \$ N/A

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 39-3-119.5(3), C.R.S.

NOTE: ALL LEVIES MUST BE CERTIFIED to the COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.

CERTIFICATION OF VALUATION BY EL PASO COUNTY ASSESSOR

New Tax Entity? ☐ YES ☒ NODate November 23, 2022**NAME OF TAX ENTITY:** UPPER COTTONWOOD CREEK METRO #5
USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATION ("5.5%" LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) and 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2022 :

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	1. \$	30
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡	2. \$	179,850
3. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3. \$	0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4. \$	179,850
5. NEW CONSTRUCTION: *	5. \$	0
6. INCREASED PRODUCTION OF PRODUCING MINE: ≈	6. \$	0
7. ANNEXATIONS/INCLUSIONS:	7. \$	179,820
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: ≈	8. \$	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.): Φ	9. \$	0
10. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(a), C.R.S.). Includes all revenue collected on valuation not previously certified:	10. \$	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.):	11. \$	0.00

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

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

≈ Jurisdiction must submit to the Division of Local Government respective Certifications of Impact in order for the values to be treated as growth in the limit calculation; use Forms DLG 52 & 52A.

Φ Jurisdiction must apply to the Division of Local Government before the value can be treated as growth in the limit calculation; use Form DLG 52B.

USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

IN ACCORDANCE WITH ART.X, SEC.20, COLO. CONSTUTION AND 39-5-121(2)(b), C.R.S., THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2022 :

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1. \$	622,040
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ADDITIONS TO TAXABLE REAL PROPERTY

2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: *	2. \$	0
3. ANNEXATIONS/INCLUSIONS:	3. \$	621,920
4. INCREASED MINING PRODUCTION: §	4. \$	0
5. PREVIOUSLY EXEMPT PROPERTY:	5. \$	0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	6. \$	0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: (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.):	7. \$	0

DELETIONS FROM TAXABLE REAL PROPERTY

8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	8. \$	0
9. DISCONNECTIONS/EXCLUSIONS:	9. \$	0
10. PREVIOUSLY TAXABLE PROPERTY:	10. \$	0

¶ This includes the actual value of all taxable real property plus the actual value of religious, private school, 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:
TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY \$ N/A

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 39-3-119.5(3), C.R.S.

NOTE: ALL LEVIES MUST BE CERTIFIED to the COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.

EXHIBIT D

OLD RANCH METROPOLITAN DISTRICT
ANNUAL BUDGET
FOR THE YEAR ENDING DECEMBER 31, 2023

**OLD RANCH METROPOLITAN DISTRICT
SUMMARY
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

1/25/23

	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCES	\$ 130,037	\$ 395,461	\$ 1,448,863
REVENUES			
Interest income	505	1,950	1,430
Recreation Center fees	-	30,000	30,000
Indoor pool revenue	29,778	30,000	30,000
Recreation Center rental income	-	8,500	8,500
Recreation Center fees - HOA	515,201	460,000	525,000
Developer advance	310,818	170,000	27,170,000
Non-Potable Water Advance	-	970,506	-
Water service fees	378,229	190,000	250,000
Other revenue	74,820	-	-
Intergovernmental revenues	13,081,390	12,120,345	12,700,381
Bond proceeds - Series 2022	-	7,680,000	-
Total revenues	14,390,741	21,661,301	40,715,311
Total funds available	14,520,778	22,056,762	42,164,174
EXPENDITURES			
General Fund	2,025,280	2,069,557	2,344,000
Debt Service Fund	491,245	8,217,342	537,342
Capital Projects Fund	11,507,958	10,209,000	35,441,703
Enterprise Fund	100,834	112,000	2,195,000
Total expenditures	14,125,317	20,607,899	40,518,045
Total expenditures and transfers out requiring appropriation	14,125,317	20,607,899	40,518,045
ENDING FUND BALANCES	\$ 395,461	\$ 1,448,863	\$ 1,646,129
EMERGENCY RESERVE	\$ 49,000	\$ 58,400	\$ 70,000
INDOOR POOL RESERVE	20,100	21,225	22,350
TOTAL RESERVE	\$ 69,100	\$ 79,625	\$ 92,350

No assurance provided. See summary of significant assumptions.

**OLD RANCH METROPOLITAN DISTRICT
PROPERTY TAX SUMMARY INFORMATION
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

1/25/23

ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
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ASSESSED VALUATION

Agricultural	\$ 20	\$ 20	\$ 10
State assessed	260	240	200
Certified Assessed Value	<u>\$ 280</u>	<u>\$ 260</u>	<u>\$ 210</u>

MILL LEVY

General	0.000	0.000	0.000
Total mill levy	<u>0.000</u>	<u>0.000</u>	<u>0.000</u>

PROPERTY TAXES

Budgeted property taxes	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
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BUDGETED PROPERTY TAXES

	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
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**OLD RANCH METROPOLITAN DISTRICT
GENERAL FUND
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

1/25/23

	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCE	\$ (529,244)	\$ (611,228)	\$ 405,560
REVENUES			
Interest income	432	350	400
Intergovernmental revenues	1,087,008	1,416,989	1,736,293
Recreation Center fees	-	30,000	30,000
Indoor pool revenue	29,778	30,000	30,000
Recreation Center rental income	-	8,500	8,500
Recreation Center fees - HOA	515,201	460,000	525,000
Developer Advance	310,818	170,000	170,000
Non-Potable Water Advance	-	970,506	-
Other revenue	59	-	-
Total revenues	1,943,296	3,086,345	2,500,193
Total funds available	1,414,052	2,475,117	2,905,753
EXPENDITURES			
General and administrative			
Accounting	92,826	90,000	100,000
Auditing	12,450	13,000	15,000
Dues and licenses	5,202	3,656	5,000
Insurance and bonds	36,192	32,343	40,000
District management	54,340	60,000	80,000
Legal services	39,097	40,000	80,000
Miscellaneous	23,046	15,000	20,000
Gateway Park	-	-	3,500
Election expense	-	4,533	8,000
Operations and maintenance			
Landscape maintenance	856,350	1,100,000	1,150,000
Landscaping	1,289	1,500	3,000
Recreation Center - Pool	73,206	110,000	120,000
Recreation Center - Utility - Water	6,054	4,000	20,000
Recreation Center - Other	7,698	8,000	10,000
Recreation Center - Utility - Electricity	9,629	8,000	10,000
Recreation Center - Utility - Gas	27,635	20,000	25,000
Recreation Center - Utility - Wastewater	2,349	2,000	5,000
Recreation Center - Trash Removal	2,329	2,500	3,000
Recreation Center - Management	-	-	4,000
Recreation Center - Repairs and maintenance	49,227	60,000	60,000
Recreation Center - Cleaning Services	1,498	2,000	8,000
Recreation Center - Furniture / equipment	-	22,000	35,000
Non-Potable Water Fees	298,946	155,000	165,000
Consulting services	310,818	170,000	170,000
Cable/Telecom/WIFI	6,080	8,000	10,000
Storm water fees	30,005	20,000	50,000
Pest control	10,240	9,000	10,000
Utilities	68,774	105,000	125,000
Contingency	-	4,025	9,500
Total expenditures	2,025,280	2,069,557	2,344,000
Total expenditures and transfers out requiring appropriation	2,025,280	2,069,557	2,344,000
ENDING FUND BALANCE	\$ (611,228)	\$ 405,560	\$ 561,753
EMERGENCY RESERVE	\$ 49,000	\$ 58,400	\$ 70,000
INDOOR POOL RESERVE	20,100	21,225	22,350
TOTAL RESERVE	\$ 69,100	\$ 79,625	\$ 92,350

No assurance provided. See summary of significant assumptions.

**OLD RANCH METROPOLITAN DISTRICT
DEBT SERVICE FUND
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

1/25/23

	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCE	\$ 8,495	\$ 16,701	\$ 19,315
REVENUES			
Interest income	69	1,600	1,000
Intergovernmental revenues	499,382	538,356	539,088
Bond proceeds - Series 2022	-	7,680,000	-
Total revenues	499,451	8,219,956	540,088
Total funds available	507,946	8,236,657	559,403
EXPENDITURES			
Debt Service			
Bond interest - Series 2007A	388,245	155,800	-
Bond interest - Series 2007B	-	592,762	95,742
Bond principal - Series 2007A	103,000	5,870,000	-
Bond principal - Series 2007B	-	1,300,000	-
Bond interest - Series 2022	-	261,280	441,600
Bond issue costs	-	37,500	-
Contingency	-	-	-
Total expenditures	491,245	8,217,342	537,342
Total expenditures and transfers out requiring appropriation	491,245	8,217,342	537,342
ENDING FUND BALANCE	\$ 16,701	\$ 19,315	\$ 22,061

No assurance provided. See summary of significant assumptions.

**OLD RANCH METROPOLITAN DISTRICT
CAPITAL PROJECTS FUND
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

1/25/23

	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCE	\$ (1,100)	\$ 60,703	\$ 16,703
REVENUES			
Developer advance	-	-	25,000,000
Other revenue	74,761	-	-
Intergovernmental revenues	11,495,000	10,165,000	10,425,000
Total revenues	11,569,761	10,165,000	35,425,000
Total funds available	11,568,661	10,225,703	35,441,703
EXPENDITURES			
General and Administrative			
Accounting	3,109	10,000	11,000
Legal services	-	-	40,000
Engineering	2,175	-	-
Capital Projects			
Repay developer advance	11,495,000	10,165,000	10,425,000
Intergovernmental expenditures	-	34,000	30,000
Repairs and maintenance	-	-	-
Capital outlay	7,674	-	24,935,703
Total expenditures	11,507,958	10,209,000	35,441,703
Total expenditures and transfers out requiring appropriation	11,507,958	10,209,000	35,441,703
ENDING FUND BALANCE	\$ 60,703	\$ 16,703	\$ -

No assurance provided. See summary of significant assumptions.

**OLD RANCH METROPOLITAN DISTRICT
ENTERPRISE FUND
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

1/25/23

	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
BEGINNING FUNDS AVAILABLE	\$ 651,886	\$ 929,285	\$ 1,007,285
REVENUES			
Interest income	4	-	30
Water service fees	378,229	190,000	250,000
Developer advance	-	-	2,000,000
Total revenues	378,233	190,000	2,250,030
Total funds available	1,030,119	1,119,285	3,257,315
EXPENDITURES			
General and administrative			
Engineering	500	-	10,000
Miscellaneous	583	-	-
Operations and maintenance			
Landscape maintenance	-	32,000	35,000
Utilities	68,245	50,000	50,000
Administrative costs	948	-	50,000
Repairs and maintenance	30,558	30,000	50,000
Capital outlay	-	-	2,000,000
Total expenditures	100,834	112,000	2,195,000
Total expenditures and transfers out requiring appropriation	100,834	112,000	2,195,000
ENDING FUNDS AVAILABLE	\$ 929,285	\$ 1,007,285	\$ 1,062,315

No assurance provided. See summary of significant assumptions.

**OLD RANCH METROPOLITAN DISTRICT
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

Old Ranch Metropolitan District (the "District") and Upper Cottonwood Creek Metropolitan District ("Upper Cottonwood") (collectively, the "Districts") were formed under the Joint Service Plan approved by the City of Colorado Springs (the "City") on August 27, 2002. The Service Plan was amended on February 6, 2006 to include the creation of Upper Cottonwood Creek Metropolitan Districts Nos. 2 - 5 within the original boundaries of the Upper Cottonwood Creek Metropolitan District.

The Districts' service area is located entirely within the City of Colorado Springs, El Paso County, Colorado. The District is responsible for managing the construction of certain public facilities and improvements and for operation and maintenance of the limited list of public improvements which were not conveyed to the City. Upper Cottonwood and Upper Cottonwood Nos. 2 - 5 are responsible for providing the funding for capital improvements and to fund limited ongoing operations. Under the Service Plan, the Districts provide the following services: parks and recreation, sanitation (including drainage) improvements, street improvements and water improvements. Upper Cottonwood provides services for mosquito control and safety protection through traffic and safety devices on streets, which will be conveyed to the City.

District voters approved authorization to increase property taxes up to \$1,700,000 annually, as necessary, to pay for the operations and maintenance expenditures of the District. Debt authorization was approved in the amount of \$52,280,000 for the above listed facilities and \$52,280,000 for refunding debt. The election also allows the District to retain all revenues without regard to the limitations contained in Article X, Section 20, of the Colorado constitution or any other law. The maximum mill levy for operations is 3.500 mills and 16.500 mills for debt, provided that changes after January 1, 2003, to the method of calculating assessed valuation may cause adjustments in the mill levies.

Pursuant to the Service Plan, Old Ranch and Upper Cottonwood can collectively issue bond indebtedness of up to \$7,000,000.

The District has no employees and all administrative functions are contractual.

The District prepares its budget on the modified accrual basis of accounting in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those difference may be material.

Revenues

Developer Advances

A portion of the operating and administrative expenditures and all capital expenditures are to be funded by the Developer. Developer advances are recorded as revenue for budget purposes with an obligation for future repayment when Old Ranch is financially able to reimburse the Developer from bond proceeds and other available revenue.

**OLD RANCH METROPOLITAN DISTRICT
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues (continued)

Non-Potable Water Advance

The District uses non-potable water provided by the developer. Payment for the non-potable water will be remitted when the District is financially able to reimburse the Developer from operating proceeds.

Recreation Center Fees

The District assesses a user fee for usage of its swimming pool and recreation center. The District also charges a fee for rental of the recreation center facilities.

Indoor Pool Revenue

On February 10, 2010, the District entered into an agreement with AFA Falfins, Inc. ("Falfins") that allows Falfins to use the pool during the Off Season for swim lessons, water aerobics and other related activities. It is estimated the revenue collections for 2023 will be \$30,000.

Water Service Charges

The District bills its customers for water services. Revenue for water service is mainly comprised of billings to residential and commercial customers for irrigation fees based upon water meter readings at established rates.

Net Investment Income

Interest earned on the District's available funds has been estimated based on the current interest rate of approximately 2%.

Intergovernmental Revenue

The intergovernmental revenue represents transfers from Upper Cottonwood and Upper Cottonwood Districts Nos. 2 - 5 to provide funding for the overall administrative and operating costs for the Districts, as well as to pay bond indebtedness that funded capital infrastructure.

Bond Issuance

The District issued Series 2022 Bonds. The proceeds were used to repay Series 2007A in its entirety, Series 2007B principal and part of the Series 2007B accrued interest, and bond issuance costs.

Expenditures

Administrative and Operating Expenditures

Administrative and operating expenditures include the estimated services necessary to maintain the District's administrative viability such as legal, management, accounting, landscaping, recreation center expenditures, insurance, banking, and meeting costs.

**OLD RANCH METROPOLITAN DISTRICT
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures – (continued)

Operations and Maintenance

These expenditures represent water purchases, repairs and maintenance, utilities and other related expenses associated with the delivery of water to the District's customers.

Debt Service

Principal and interest payments are provided based on the attached debt amortization schedule. The scheduled principal payment on the Series 2007 Bonds was not fully funded in 2022 and is not anticipated to be fully funded in 2023. See "Debt and Leases" below.

Capital Outlay

The District anticipates infrastructure improvements as noted in the Capital Projects Fund.

Debt and Leases

On March 15, 2007, the District issued \$6,996,114 in General Obligation Bonds, including \$5,696,114 of Tax Exempt Capital Appreciation Bonds (CABs) and \$1,300,000 of Taxable Subordinate Bonds. The CABs converted to current interest bonds on December 1, 2008, and bear interest at a rate of 6.500%. The Subordinate Bonds bear interest at a rate of 8.000% and are paid from any remaining cash subsequent to the CABs being paid. It is not anticipated that the Subordinate Bonds will be paid during 2017 based on available cash. The proceeds were used to pay for bond issuance costs and to reimburse the Developer for advances made on behalf of the District for capital infrastructure costs. The District's current debt service schedule is attached for the CABs; the subordinated bonds are paid as cash is available and, therefore, a debt service schedule is not presented.

Currently, pledged revenue of the District is not sufficient to pay when due the full amount of the principal on the CABs. To the extent that any bond is not paid when due, that Bond shall remain due until paid. The non-payment of principal or interest on the CABs does not constitute an event of default with respect to the certified record of proceedings.

On April 28, 2022, the District issued Series 2022 Limited Tax Special Revenue Refunding Bond in the amount of \$7,680,000. The proceeds if used for the refinancing of existing 6.50% Senior Bond & Partial Refinancing of Existing 8.00% Sub Taxable Bond. The Series 2022 Bonds bear interest at a rate of 5.75% for the Senior Bonds and 6.00% for the Taxable Subordinate Bonds, with a stated maturity date of December 1, 2046. Bond interest and principal is payable annually on December 1 with the first interest payment commencing in 2022 and the first principal payment commencing in 2024.

**OLD RANCH METROPOLITAN DISTRICT
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Debt and Leases – (continued)

The District has outstanding subordinate bonds and developer advances with activity in 2022 estimated as follows:

	Balance - December 31, 2021	Estimated Additions	Estimated Retirements	Balance - December 31, 2022
BONDS PAYABLE				
Series 2007A Senior Bond				
Principal	\$ 5,870,000	\$ -	\$ 5,870,000	\$ -
Series 2007B Subordinate Bond				
Principal	1,300,000	-	1,300,000	-
Interest	1,994,720	113,456	592,762	1,515,414
Series 2022 Refunding Bond				
Principal	-	7,680,000	-	7,680,000
BONDS PAYABLE SUBTOTAL	9,164,720	7,793,456	7,762,762	9,195,414
LOANS/NOTES DIRECT BORROWING				
Dev. Advance - Operations				
Principal	6,701,963	170,000	-	6,871,963
Interest	3,229,969	469,137	-	3,699,106
Dev. Advance - Capital				
Principal	68,987,514	-	10,165,000	58,822,514
Interest	35,971,762	4,126,427	-	40,098,189
Dev. Advance - Enterprise				
Principal	9,394,314	-	-	9,394,314
Interest	1,109,063	657,602	-	1,766,665
Non-potable Advance				
Principal	-	970,506	-	970,506
DIRECT BORROWINGS SUBTOTAL	125,394,585	6,393,672	10,165,000	121,623,257
TOTAL LONG-TERM LIABILITIES	\$ 134,559,305	\$ 14,187,128	\$ 17,927,762	\$ 130,818,671
	Balance - December 31, 2022	Estimated Additions	Estimated Retirements	Balance - December 31, 2023
BONDS PAYABLE				
Series 2007B Subordinate Bond				
Interest	\$ 1,515,414	90,925	95,742	\$ 1,510,597
Series 2022 Refunding Bond				
Principal	7,680,000	-	-	7,680,000
BONDS PAYABLE SUBTOTAL	9,195,414	90,925	95,742	9,190,597
LOANS/NOTES DIRECT BORROWING				
Dev. Advance - Operations				
Principal	6,871,963	170,000	-	7,041,963
Interest	3,699,106	481,037	-	4,180,143
Dev. Advance - Capital				
Principal	58,822,514	25,000,000	10,425,000	73,397,514
Interest	40,098,189	4,631,894	-	44,730,083
Dev. Advance - Enterprise				
Principal	9,394,314	2,000,000	-	11,394,314
Interest	1,766,665	657,602	-	2,424,267
Non-potable Advance				
Principal	970,506	-	-	970,506
DIRECT BORROWINGS SUBTOTAL	121,623,257	32,940,533	10,425,000	144,138,790
TOTAL LONG-TERM LIABILITIES	\$ 130,818,671	\$ 33,031,458	\$ 10,520,742	\$ 153,329,387

**OLD RANCH METROPOLITAN DISTRICT
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Debt and Leases – (continued)

The District has no operating or capital leases.

Reserves

Emergency Reserve

The District has provided for an Emergency Reserve equal to at least 3.000% of the fiscal year spending for 2023, defined under TABOR.

Indoor Pool Reserve

The District is responsible for maintaining a reserve fund that both the District and Falfins will make contributions into that will be used to pay for future repairs and maintenance to the pool.

This information is an integral part of the accompanying budget.

UPPER COTTONWOOD CREEK METROPOLITAN DISTRICT

ANNUAL BUDGET

FOR THE YEAR ENDING DECEMBER 31, 2023

**UPPER COTTONWOOD CREEK METROPOLITAN DISTRICT
SUMMARY
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

1/20/23

	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCES	\$ -	\$ -	\$ -
REVENUES			
Property taxes	548,691	601,021	601,904
Specific ownership tax	64,436	60,364	60,190
Interest income	348	70	220
Other revenue	-	7,368	9,686
Total revenues	613,475	668,823	672,000
Total funds available	613,475	668,823	672,000
EXPENDITURES			
General Fund	107,297	115,660	118,000
Debt Service Fund	506,178	553,163	554,000
Total expenditures	613,475	668,823	672,000
Total expenditures and transfers out requiring appropriation	613,475	668,823	672,000
ENDING FUND BALANCES	\$ -	\$ -	\$ -

No assurance provided. See summary of significant assumptions.

**UPPER COTTONWOOD CREEK METROPOLITAN DISTRICT
PROPERTY TAX SUMMARY INFORMATION
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

1/20/23

ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
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ASSESSED VALUATION

Residential	\$ 21,436,430	\$ 23,482,260	\$ 22,859,190
Commercial	2,370	1,230	2,270
State assessed	260	240	200
Vacant land	70	80	80
Certified Assessed Value	<u>21,439,130</u>	<u>23,483,810</u>	<u>22,861,740</u>

MILL LEVY

General	4.475	4.475	4.603
Debt Service	21.118	21.118	21.725
Total mill levy	<u>25.593</u>	<u>25.593</u>	<u>26.328</u>

PROPERTY TAXES

General	95,940	105,090	105,233
Debt Service	452,752	495,931	496,671
Levied property taxes	<u>548,692</u>	<u>601,021</u>	<u>601,904</u>
Adjustments to actual/rounding	-	-	-
Budgeted property taxes	<u>\$ 548,692</u>	<u>\$ 601,021</u>	<u>\$ 601,904</u>

BUDGETED PROPERTY TAXES

General	\$ 95,940	\$ 105,090	\$ 105,233
Debt Service	452,752	495,931	\$ 496,671
	<u>\$ 548,692</u>	<u>\$ 601,021</u>	<u>\$ 601,904</u>

No assurance provided. See summary of significant assumptions.

**UPPER COTTONWOOD CREEK METROPOLITAN DISTRICT
GENERAL FUND
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

1/20/23

	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -
REVENUES			
Property taxes	95,966	105,090	105,233
Specific ownership tax	11,270	10,558	10,523
Interest income	61	12	20
Other revenue	-	-	2,224
Total revenues	107,297	115,660	118,000
Total funds available	107,297	115,660	118,000
EXPENDITURES			
General and administrative			
County Treasurer's fee	1,440	1,576	1,578
Intergovernmental expenditures - Old Ranch	105,857	114,084	114,198
Contingency	-	-	2,224
Total expenditures	107,297	115,660	118,000
Total expenditures and transfers out requiring appropriation	107,297	115,660	118,000
ENDING FUND BALANCE	\$ -	\$ -	\$ -

No assurance provided. See summary of significant assumptions.

**UPPER COTTONWOOD CREEK METROPOLITAN DISTRICT
DEBT SERVICE FUND
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

1/20/23

	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -
REVENUES			
Property taxes	452,725	495,931	496,671
Specific ownership tax	53,166	49,806	49,667
Interest income	287	58	200
Other revenue	-	7,368	7,462
Total revenues	506,178	553,163	554,000
Total funds available	506,178	553,163	554,000
EXPENDITURES			
General and administrative			
County Treasurer's fee	6,796	7,439	7,450
Intergovernmental expenditures - Old Ranch	499,382	538,356	539,088
Contingency	-	7,368	7,462
Total expenditures	506,178	553,163	554,000
Total expenditures and transfers out requiring appropriation	506,178	553,163	554,000
ENDING FUND BALANCE	\$ -	\$ -	\$ -

No assurance provided. See summary of significant assumptions.

**UPPER COTTONWOOD CREEK METROPOLITAN DISTRICT
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

Upper Cottonwood Creek Metropolitan District (the “District”) and Old Ranch Metropolitan District (“Old Ranch”) (collectively, the “Districts”) were formed under the Joint Service Plan approved by the City of Colorado Springs (the “City”) on August 27, 2002. The Service Plan was amended on February 6, 2006, to include the creation of Upper Cottonwood Creek Metropolitan Districts No. 2, No. 3, No. 4, and No. 5 within the original boundaries of the District.

The Districts’ service area is located entirely within the City of Colorado Springs, El Paso County, Colorado. Old Ranch is responsible for managing the construction of certain public facilities and improvements and for operation and maintenance of the limited list of public improvements which were not conveyed to the City. The District and Upper Cottonwood Creek Metropolitan District Nos. 2 – 5 are responsible for providing the funding for capital improvements and to fund limited ongoing operations. Under the Service Plan, the Districts provide the following services: parks and recreation, sanitation (including drainage) improvements, street improvements, and water improvements. The District provides services for mosquito control and safety protection through traffic and safety devices on streets which will be conveyed to the City.

District voters approved authorization to increase property taxes up to \$1,700,000 annually, as necessary, to pay for the operations and maintenance expenditures of the District. Debt authorization was approved in the amount of \$52,280,000 for the execution of the Agreement and \$52,280,000 for refunding debt. The election also allows the District to retain all revenues without regard to the limitations contained in Article X, Section 20, of the Colorado constitution or any other law. The maximum mill levy for operations is 3.500 mills and 16.500 mills for debt, provided that changes after January 1, 2003, to the method of calculating assessed valuation may cause adjustments in the mill levies.

Pursuant to the Service Plan, the District and Old Ranch can collectively issue bond indebtedness of up to \$7,000,000.

The District has no employees and all administrative functions are contracted.

The District prepares its budget on the modified accrual basis of accounting in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those difference may be material.

Revenues

Property Taxes

Property taxes are levied by the District’s Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer’s election, in February and June. Delinquent taxpayers are notified in August and generally

**UPPER COTTONWOOD CREEK METROPOLITAN DISTRICT
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues – (continued)

Property Taxes – (continued)

sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

The calculation of the taxes levied is displayed on the Property Tax Summary page of the budget using the adopted mill levy imposed by the District.

Senate Bill 21-293 among other things, designates multi-family residential real property (defined generally, as property that is a multi-structure of four or more units) as a new subclass of residential real property. For tax collection year 2023, the assessment rate for single family residential property decreases to 6.95% from 7.15%. The rate for multifamily residential property, the newly created subclass, decreases to 6.80% from 7.15%. Agricultural and renewable energy production property decreases to 26.4% from 29.0%. Producing oil and gas remains at 87.5%. All other nonresidential property stays at 29%.

Specific Ownership Tax

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 10.000% of the property taxes collected.

Expenditures

County Treasurer's Fees

County Treasurer's collection fees have been computed at 1.500% of property taxes.

Intergovernmental Expenditures

Intergovernmental expenditures represent transfers to Old Ranch to provide funding for the overall administrative and operating costs, as well as capital infrastructure costs for the Districts. The District also transfers revenues from the Debt Service Fund for the payment of principal and interest on the Old Ranch Series 2007 bonds.

Debt and Leases

The District has no outstanding debt nor any capital or operating leases.

**UPPER COTTONWOOD CREEK METROPOLITAN DISTRICT
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Reserves

Emergency Reserves

TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3% of fiscal year spending. Since substantially all funds received by the District are transferred to Old Ranch Metropolitan District, which pays for all of the Districts' operations and maintenance costs, an Emergency Reserve is not reflected in the District's Budget.

This information is an integral part of the accompanying budget.

UPPER COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 2
ANNUAL BUDGET
FOR THE YEAR ENDING DECEMBER 31, 2023

UPPER COTTONWOOD CREEK METROPOLITAN DISTRICT NO 2
SUMMARY
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,

1/22/23

	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCES	\$ 1,387,597	\$ 1,429,045	\$ 1,527,216
REVENUES			
Property taxes	1,120,941	1,206,563	1,208,973
Specific ownership tax	131,637	121,182	120,898
Interest income	1,190	9,386	20,050
Other revenue	-	-	5,460
Total revenues	1,253,768	1,337,131	1,355,381
Total funds available	2,641,365	2,766,176	2,882,597
EXPENDITURES			
General Fund	313,356	331,960	337,970
Debt Service Fund	898,964	907,000	904,999
Total expenditures	1,212,320	1,238,960	1,242,969
Total expenditures and transfers out requiring appropriation	1,212,320	1,238,960	1,242,969
ENDING FUND BALANCES	\$ 1,429,045	\$ 1,527,216	\$ 1,639,628

No assurance provided. See summary of significant assumptions.

UPPER COTTONWOOD CREEK METROPOLITAN DISTRICT NO 2
PROPERTY TAX SUMMARY INFORMATION
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,

1/22/23

ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
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ASSESSED VALUATION

Residential	\$ 25,163,960	\$ 27,092,320	\$ 26,386,320
Commercial	9,220	3,670	5,230
Vacant land	120	120	60
Certified Assessed Value	<u>\$ 25,173,300</u>	<u>\$ 27,096,110</u>	<u>\$ 26,391,610</u>

MILL LEVY

General	11.132	11.132	11.452
Debt Service	33.397	33.397	34.357
Total mill levy	<u>44.529</u>	<u>44.529</u>	<u>45.809</u>

PROPERTY TAXES

General	\$ 280,229	\$ 301,634	\$ 302,236
Debt Service	840,713	904,929	906,737
Levied property taxes	<u>1,120,942</u>	<u>1,206,563</u>	<u>1,208,973</u>
Adjustments to actual/rounding	(1)	-	-
Budgeted property taxes	<u>\$ 1,120,941</u>	<u>\$ 1,206,563</u>	<u>\$ 1,208,973</u>

BUDGETED PROPERTY TAXES

General	\$ 280,235	\$ 301,634	\$ 302,236
Debt Service	840,706	904,929	906,737
	<u>\$ 1,120,941</u>	<u>\$ 1,206,563</u>	<u>\$ 1,208,973</u>

No assurance provided. See summary of significant assumptions.

UPPER COTTONWOOD CREEK METROPOLITAN DISTRICT NO 2
GENERAL FUND
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,

1/22/23

	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCE	\$ 125	\$ -	\$ -
REVENUES			
Property taxes	280,235	301,634	302,236
Specific ownership tax	32,909	30,296	30,224
Interest income	87	30	50
Other revenue	-	-	5,460
Total revenues	313,231	331,960	337,970
Total funds available	313,356	331,960	337,970
EXPENDITURES			
General and administrative			
County Treasurer's fee	4,205	4,525	4,534
Intergovernmental expenditures	309,151	327,435	327,948
Operations and maintenance			
Contingency	-	-	5,488
Total expenditures	313,356	331,960	337,970
Total expenditures and transfers out requiring appropriation	313,356	331,960	337,970
ENDING FUND BALANCE	\$ -	\$ -	\$ -

No assurance provided. See summary of significant assumptions.

UPPER COTTONWOOD CREEK METROPOLITAN DISTRICT NO 2
DEBT SERVICE FUND
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,

1/22/23

	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCE	\$ 1,387,472	\$ 1,429,045	\$ 1,527,216
REVENUES			
Property taxes	840,706	904,929	906,737
Specific ownership tax	98,728	90,886	90,674
Interest income	1,103	9,356	20,000
Total revenues	940,537	1,005,171	1,017,411
Total funds available	2,328,009	2,434,216	2,544,627
EXPENDITURES			
Debt Service			
County Treasurer's fee	12,614	13,574	13,601
Bond interest - Series 2010	147,750	144,375	140,625
Bond interest - Series 2018	451,200	445,500	439,800
Bond interest - Series 2019	137,400	136,800	135,900
Bond principal - Series 2010	45,000	50,000	55,000
Bond principal - Series 2018	95,000	95,000	100,000
Bond principal - Series 2019	10,000	15,000	15,000
Contingency	-	6,751	5,073
Total expenditures	898,964	907,000	904,999
Total expenditures and transfers out requiring appropriation	898,964	907,000	904,999
ENDING FUND BALANCE	\$ 1,429,045	\$ 1,527,216	\$ 1,639,628

No assurance provided. See summary of significant assumptions.

UPPER COTTONWOOD CREEK METROPOLITAN DISTRICT NO 2
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS

Services Provided

Upper Cottonwood Creek Metropolitan District No 2 (the "District") was formed February 6, 2006, when the original Joint Service Plan of Upper Cottonwood Creek Metropolitan District and Old Ranch Metropolitan District was amended. Upper Cottonwood Creek Metropolitan District and Old Ranch Metropolitan District were formed under a Joint Service Plan approved by the City of Colorado Springs on August 27, 2002. The District was formed concurrently with Upper Cottonwood Creek Metropolitan District Nos. 3 – 5.

The District's service area is located entirely within the City of Colorado Springs (the "City"), El Paso County, Colorado. Old Ranch Metropolitan District is responsible for managing the construction of certain public facilities and improvements and for operation and maintenance of the limited list of public improvements which were not conveyed to the City. The District, Upper Cottonwood Creek Metropolitan District, and Upper Cottonwood Creek Metropolitan District Nos. 3 – 5 are responsible for providing the funding for capital improvements and to fund limited ongoing operations. Under the Service Plan, the District has the power to provide public improvements within the boundaries of the District, as described in the Special District Act, Section 32-1-101 of the Colorado Revised Statutes.

District voters approved debt authorization in the amount of \$210,000,000 for payment of capital costs. The election also allows the District to retain all revenues without regard to the limitations contained in Article X, Section 20, of the Colorado constitution or any other law. The maximum mill levy for operations and maintenance shall be 10.000 mills, and the mill levy for debt shall not exceed 30.000 mills.

Pursuant to the Service Plan, the District can issue bond indebtedness of up to \$25,000,000.

The District has no employees, and all administrative functions are contracted.

The District prepares its budget on the modified accrual basis of accounting in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those difference may be material.

Revenues

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in

**UPPER COTTONWOOD CREEK METROPOLITAN DISTRICT NO 2
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues – (continued)

Property Taxes – (continued)

November or December. The County Treasurer remits the taxes collected monthly to the District.

The calculation of the taxes levied is displayed on the Property Tax Summary page of the budget using the adopted mill levy imposed by the District.

Senate Bill 21-293 among other things, designates multi-family residential real property (defined generally, as property that is a multi-structure of four or more units) as a new subclass of residential real property. For tax collection year 2023, the assessment rate for single family residential property decreases to 6.95% from 7.15%. The rate for multifamily residential property, the newly created subclass, decreases to 6.80% from 7.15%. Agricultural and renewable energy production property decreases to 26.40% from 29.00%. Producing oil and gas remains at 87.50%. All other nonresidential property stays at 29.00%.

Specific Ownership Tax

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 10.000% of the property taxes collected.

Net Investment Income

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately 1.500%.

Expenditures

County Treasurer's Fees

County Treasurer's collection fees have been computed at 1.500% of property taxes.

Intergovernmental Expenditures

Intergovernmental expenditures represent transfers to Old Ranch to provide funding for the overall administrative, operating, and capital costs for the Districts.

Debt Service

Principal and interest payments are provided based on the attached debt amortization schedule.

UPPER COTTONWOOD CREEK METROPOLITAN DISTRICT NO 2
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS

Debt and Leases

On December 3, 2010, the District issued \$2,250,000 in Series 2010 Limited Tax General Obligation Bonds. The Series 2010 Bonds mature on December 1, 2040, and bear an interest rate of 4.750% through December 1, 2011, and 7.500% until December 1, 2040. The proceeds were used to pay for bond issuance costs and to reimburse the Developer for advances made on behalf of the District for capital infrastructure costs.

On April 13, 2018, the District issued \$7,800,000 in Series 2018 Limited Tax General Obligation Bonds. The proceeds were used to pay for bond issuance costs and to pay for Project Costs.

The Series 2018 bonds bear interest at a rate of 6.000%, payable annually on December 1, beginning on December 1, 2018. Annual mandatory sinking fund principal payments are due on December 1, beginning on December 1, 2018. The Series 2018 Bonds mature on December 1, 2047. The Series 2018 Bonds are subject to optional redemption prior to maturity, at the option of the District, as a whole or in integral multiples of \$1,000, without premium, on December 1, 2027, and on any date thereafter, upon payment of the redemption price plus accrued interest to the redemption date.

On December 17, 2019, the District issued \$2,300,000 in Series 2019 Limited Tax General Obligation Bonds. The proceeds were used to pay for bond issuance costs and to pay for Project Costs.

The Series 2019 bonds bear interest at a rate of 6.000%, payable annually on December 1, beginning on December 1, 2020. Annual mandatory sinking fund principal payments are due on December 1, beginning on December 1, 2020. The Series 2019 Bonds mature on November 12, 2049.

The District's current debt service schedule is attached. The District has no capital or operating leases.

Reserves

Emergency Reserves

TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3.000% of fiscal year spending. Since substantially all funds received by the District subject to TABOR are transferred to Old Ranch Metropolitan District, which pays for all of the District's operations and maintenance costs, an Emergency Reserve is not reflected in the District's Budget. It is accounted for in Old Ranch Metropolitan District.

This information is an integral part of the accompanying budget.

UPPER COTTONWOOD METROPOLITAN DISTRICT NO. 2
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY

\$2,250,000 General Obligation Bonds Series 2010, Dated December 3, 2010 Interest Rate 4.75% thru December 1, 2011 then 7.5% Principal and Interest Due December 1			
Year Ended December 31,	Principal	Interest	Total
2023	\$ 55,000	\$ 140,625	\$ 195,625
2024	55,000	136,500	191,500
2025	60,000	132,375	192,375
2026	65,000	127,875	192,875
2027	70,000	123,000	193,000
2028	75,000	117,750	192,750
2029	80,000	112,125	192,125
2030	90,000	106,125	196,125
2031	95,000	99,375	194,375
2032	100,000	92,250	192,250
2033	110,000	84,750	194,750
2034	115,000	76,500	191,500
2035	125,000	67,875	192,875
2036	135,000	58,500	193,500
2037	145,000	48,375	193,375
2038	155,000	37,500	192,500
2039	165,000	25,875	190,875
2040	180,000	13,500	193,500
	<u>\$ 1,875,000</u>	<u>\$ 1,600,875</u>	<u>\$ 3,475,875</u>

No assurance provided. See summary of significant assumptions.

UPPER COTTONWOOD METROPOLITAN DISTRICT NO. 2
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY

\$7,800,000 Limited Tax General Obligation Bonds

Series 2018, Dated April 13, 2018

Interest Rate 6%

Year Ended December 31,	Principal and Interest Due December 1		
	Principal	Interest	Total
2023	\$ 100,000	\$ 439,800	\$ 539,800
2024	110,000	433,800	543,800
2025	120,000	427,200	547,200
2026	125,000	420,000	545,000
2027	130,000	412,500	542,500
2028	140,000	404,700	544,700
2029	150,000	396,300	546,300
2030	155,000	387,300	542,300
2031	165,000	378,000	543,000
2032	175,000	368,100	543,100
2033	185,000	357,600	542,600
2034	200,000	346,500	546,500
2035	210,000	334,500	544,500
2036	220,000	321,900	541,900
2037	235,000	308,700	543,700
2038	250,000	294,600	544,600
2039	265,000	279,600	544,600
2040	280,000	263,700	543,700
2041	490,000	246,900	736,900
2042	520,000	217,500	737,500
2043	550,000	186,300	736,300
2044	585,000	153,300	738,300
2045	620,000	118,200	738,200
2046	655,000	81,000	736,000
2047	695,000	41,700	736,700
	<u>\$ 7,330,000</u>	<u>\$ 7,619,700</u>	<u>\$ 14,949,700</u>

No assurance provided. See summary of significant assumptions.

UPPER COTTONWOOD METROPOLITAN DISTRICT NO. 2
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY

\$2,300,000 Limited Tax General Obligation Bonds

Series 2019, Dated December 17, 2019

Interest Rate 6%

Year Ended December 31,	Principal and Interest Due December 1		
	Principal	Interest	Total
2023	\$ 15,000	\$ 135,900	\$ 150,900
2024	15,000	135,000	150,000
2025	15,000	134,100	149,100
2026	15,000	133,200	148,200
2027	15,000	132,300	147,300
2028	15,000	131,400	146,400
2029	15,000	130,500	145,500
2030	15,000	129,600	144,600
2031	20,000	128,700	148,700
2032	20,000	127,500	147,500
2033	20,000	126,300	146,300
2034	20,000	125,100	145,100
2035	25,000	123,900	148,900
2036	25,000	122,400	147,400
2037	25,000	120,900	145,900
2038	30,000	119,400	149,400
2039	30,000	117,600	147,600
2040	30,000	115,800	145,800
2041	35,000	114,000	149,000
2042	35,000	111,900	146,900
2043	40,000	109,800	149,800
2044	40,000	107,400	147,400
2045	40,000	105,000	145,000
2046	45,000	102,600	147,600
2047	45,000	99,900	144,900
2048	785,000	97,200	882,200
2049	835,000	47,456	882,456
	<u>\$ 2,265,000</u>	<u>\$ 3,184,856</u>	<u>\$ 5,449,856</u>

No assurance provided. See summary of significant assumptions.

UPPER COTTONWOOD METROPOLITAN DISTRICT NO. 2
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY

Year Ended December 31,	Total Debt Service Principal and Interest Due December 1		
	Principal	Interest	Total
2023	\$ 170,000	\$ 716,325	\$ 886,325
2024	180,000	705,300	885,300
2025	195,000	693,675	888,675
2026	205,000	681,075	886,075
2027	215,000	667,800	882,800
2028	230,000	653,850	883,850
2029	245,000	638,925	883,925
2030	260,000	623,025	883,025
2031	280,000	606,075	886,075
2032	295,000	587,850	882,850
2033	315,000	568,650	883,650
2034	335,000	548,100	883,100
2035	360,000	526,275	886,275
2036	380,000	502,800	882,800
2037	405,000	477,975	882,975
2038	435,000	451,500	886,500
2039	460,000	423,075	883,075
2040	490,000	393,000	883,000
2041	525,000	360,900	885,900
2042	555,000	329,400	884,400
2043	590,000	296,100	886,100
2044	625,000	260,700	885,700
2045	660,000	223,200	883,200
2046	700,000	183,600	883,600
2047	740,000	141,600	881,600
2048	785,000	97,200	882,200
2049	835,000	47,456	882,456
	<u>\$ 11,630,000</u>	<u>\$ 13,132,106</u>	<u>\$ 24,762,106</u>

No assurance provided. See summary of significant assumptions.

UPPER COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 3
ANNUAL BUDGET
FOR THE YEAR ENDING DECEMBER 31, 2023

UPPER COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 3
SUMMARY
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,

1/20/23

	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCES	\$ 580,974	\$ 568,785	\$ 415,968
REVENUES			
Property taxes	1,184,144	1,646,626	1,935,583
Specific ownership tax	139,167	165,380	193,559
Interest income	1,202	6,300	6,350
Other revenue	-	-	1,000
Bond issuance	6,475,000	4,710,000	5,000,000
Total revenues	<u>7,799,513</u>	<u>6,528,306</u>	<u>7,136,492</u>
Total funds available	<u>8,380,487</u>	<u>7,097,091</u>	<u>7,552,460</u>
EXPENDITURES			
General Fund	529,633	725,108	853,000
Debt Service Fund	807,069	1,246,015	1,549,957
Capital Projects Fund	6,475,000	4,710,000	5,000,000
Total expenditures	<u>7,811,702</u>	<u>6,681,123</u>	<u>7,402,957</u>
Total expenditures and transfers out requiring appropriation	<u>7,811,702</u>	<u>6,681,123</u>	<u>7,402,957</u>
ENDING FUND BALANCES	<u>\$ 568,785</u>	<u>\$ 415,968</u>	<u>\$ 149,503</u>

No assurance provided. See summary of significant assumptions.

UPPER COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 3
PROPERTY TAX SUMMARY INFORMATION
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,

1/20/23

ACTUAL	ESTIMATED	BUDGET
2021	2022	2023

ASSESSED VALUATION

Residential	\$ 17,938,090	\$ 25,835,970	\$ 30,927,660
Commercial	25,340	61,870	62,260
Agricultural	7,940	7,960	80
State assessed	4,230	3,530	4,290
Vacant land	3,314,770	3,673,250	2,890,180
Certified Assessed Value	<u>\$ 21,290,370</u>	<u>\$ 29,582,580</u>	<u>\$ 33,884,470</u>

MILL LEVY

General	22.265	22.265	22.849
Debt Service	33.397	33.397	34.274
Total mill levy	<u>55.662</u>	<u>55.662</u>	<u>57.123</u>

PROPERTY TAXES

General	\$ 474,030	\$ 658,656	\$ 774,227
Debt Service	711,034	987,970	1,161,356
Levied property taxes	<u>1,185,064</u>	<u>1,646,626</u>	<u>1,935,583</u>
Adjustments to actual/rounding	(920)	-	-
Budgeted property taxes	<u>\$ 1,184,144</u>	<u>\$ 1,646,626</u>	<u>\$ 1,935,583</u>

BUDGETED PROPERTY TAXES

General	\$ 473,658	\$ 658,656	\$ 774,226
Debt Service	710,486	987,970	1,161,357
	<u>\$ 1,184,144</u>	<u>\$ 1,646,626</u>	<u>\$ 1,935,583</u>

No assurance provided. See summary of significant assumptions.

UPPER COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 3
GENERAL FUND
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,

1/20/23

	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -
REVENUES			
Property taxes	473,658	658,656	774,227
Specific ownership tax	55,667	66,152	77,423
Interest income	308	300	350
Other revenue	-	-	1,000
Total revenues	529,633	725,108	853,000
Total funds available	529,633	725,108	853,000
EXPENDITURES			
General and administrative			
County Treasurer's fee	7,115	9,880	11,613
Intergovernmental expenditures	522,518	715,228	840,386
Contingency	-	-	1,001
Total expenditures	529,633	725,108	853,000
Total expenditures and transfers out requiring appropriation	529,633	725,108	853,000
ENDING FUND BALANCE	\$ -	\$ -	\$ -

No assurance provided. See summary of significant assumptions.

UPPER COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 3
DEBT SERVICE FUND
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,

1/20/23

	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCE	\$ 580,974	\$ 568,785	\$ 415,968
REVENUES			
Property taxes	710,486	987,970	1,161,356
Specific ownership tax	83,500	99,228	116,136
Interest income	894	6,000	6,000
Total revenues	794,880	1,093,198	1,283,492
Total funds available	1,375,854	1,661,983	1,699,460
EXPENDITURES			
General and administrative			
County Treasurer's fee	10,673	14,820	17,420
Debt Service			
Bond interest - Series 2019	432,000	426,000	419,700
Bond interest - Series 2021	264,396	388,500	385,200
Bond interest - Series 2022	-	256,695	282,600
Bond interest - Series 2023	-	-	260,000
Bond principal - Series 2019	100,000	105,000	110,000
Bond principal - Series 2021	-	55,000	60,000
Bond principal - Series 2022	-	-	10,000
Contingency	-	-	5,037
Total expenditures	807,069	1,246,015	1,549,957
Total expenditures and transfers out requiring appropriation	807,069	1,246,015	1,549,957
ENDING FUND BALANCE	\$ 568,785	\$ 415,968	\$ 149,503

No assurance provided. See summary of significant assumptions.

UPPER COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 3
CAPITAL PROJECTS FUND
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,

1/20/23

	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -
REVENUES			
Bond issuance	6,475,000	4,710,000	5,000,000
Total revenues	6,475,000	4,710,000	5,000,000
Total funds available	6,475,000	4,710,000	5,000,000
EXPENDITURES			
General and Administrative			
Intergovernmental expenditures - Old Ranch	6,437,500	4,672,500	4,962,500
Bond issue costs	37,500	37,500	37,500
Total expenditures	6,475,000	4,710,000	5,000,000
Total expenditures and transfers out requiring appropriation	6,475,000	4,710,000	5,000,000
ENDING FUND BALANCE	\$ -	\$ -	\$ -

No assurance provided. See summary of significant assumptions.

**UPPER COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 3
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

Upper Cottonwood Creek Metropolitan District No. 3 (the "District") was formed February 6, 2006, when the original Joint Service Plan of Upper Cottonwood Creek Metropolitan District and Old Ranch Metropolitan District was amended. Upper Cottonwood Creek Metropolitan District and Old Ranch Metropolitan District were formed under a Joint Service Plan approved by the City of Colorado Springs on August 27, 2002. The District was formed concurrently with Upper Cottonwood Creek Metropolitan District No. 2 and Nos. 4 – 5. The Service Plans for Upper Cottonwood Creek Metropolitan District Nos. 2-5 were again amended on March 22, 2016.

The District's service area is located entirely within the City of Colorado Springs (the "City"), El Paso County, Colorado. Old Ranch Metropolitan District is responsible for managing the construction of certain public facilities and improvements and for operation and maintenance of the limited list of public improvements which were not conveyed to the City. The District, Upper Cottonwood Creek Metropolitan District, Upper Cottonwood Creek Metropolitan District No. 2 and Nos. 4 - 5 are responsible for providing the funding for capital improvements and to fund limited ongoing operations. Under the Service Plan, the District has the power to provide public improvements within the boundaries of the District, as described in the Special District Act, Section 32-1-101 of the Colorado Revised Statutes.

District voters approved debt authorization in the amount of \$295,000,000 for payment of capital costs. The election also allows the District to retain all revenues without regard to the limitations contained in Article X, Section 20, of the Colorado constitution or any other law. The maximum mill levy for operations and maintenance shall be 20.000 mills per the 2016 amended Service Plan, and the mill levy for debt shall not exceed 30.000 mills. Pursuant to the Service Plan, the District can issue bond indebtedness of up to \$35,000,000.

The District has no employees and all administrative functions are contracted.

The District prepares its budget on the modified accrual basis of accounting in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results because events and circumstances frequently do not occur as expected, and those difference may be material.

Revenues

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

The calculation of the taxes levied is displayed on the Property Tax Summary page of the budget using the adopted mill levy imposed by the District.

**UPPER COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 3
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues - (continued)

Property Taxes - (continued)

Senate Bill 21-293 among other things, designates multi-family residential real property (defined generally, as property that is a multi-structure of four or more units) as a new subclass of residential real property. For tax collection year 2023, the assessment rate for single family residential property decreases to 6.95% from 7.15%. The rate for multifamily residential property, the newly created subclass, decreases to 6.80% from 7.15%. Agricultural and renewable energy production property decreases to 26.40% from 29.00%. Producing oil and gas remains at 87.50%. All other nonresidential property stays at 29.00%.

Specific Ownership Tax

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 10.000% of the property taxes collected.

Net Investment Income

Interest earned on the District's available funds has been estimated based on the current interest rate of approximately 1.50%.

Bond Issuance

The District anticipates issuing bonds in 2023.

Expenditures

County Treasurer's Fees

County Treasurer's collection fees have been computed at 1.50% of property taxes.

Intergovernmental Expenditures

Intergovernmental expenditures represent transfers to Old Ranch to provide funding for the overall administrative and operating costs for the Districts.

Debt Service

Principal and interest payments are provided based on the debt amortization schedule from the Series 2019, Series 2021, and Series 2022 Bonds (discussed under Debt and Leases). Series 2023 interest payments are based on anticipated bond terms and interest rates below.

**UPPER COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 3
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Debt and Leases

On December 17, 2019, the District issued \$7,200,000 in Limited Tax General Obligation Bonds (the 2019 Bonds) for public improvements. The Bonds bear interest at a rate of 6%, maturing on November 12, 2049. Bond interest and principal payments are payable annually on December 1. Any accrued and unpaid interest will compound on December 1 of each year. To the extent principal of the 2019 Bonds is not paid when due, such principal shall remain outstanding until paid.

On March 26, 2021, the District issued \$6,475,000 in Limited Tax General Obligation Bonds (the 2021 Bonds) for public improvements. The Bonds bear interest at a rate of 6%, maturing on December 1, 2050. Bond interest and principal payments are payable annually on December 1. Any accrued and unpaid interest will compound on December 1 of each year. To the extent principal of the 2021 Bonds is not paid when due, such principal shall remain outstanding until paid.

On January 4, 2022, the District issued \$4,710,000 in Limited Tax General Obligation Bonds (the 2022 Bonds) for public improvements. The Bonds bear interest at a rate of 6%, maturing on December 1, 2051. Bond interest and principal payments are payable annually on December 1. Any accrued and unpaid interest will compound on December 1 of each year. To the extent principal of the 2021 Bonds is not paid when due, such principal shall remain outstanding until paid.

The District has no capital or operating leases.

Reserves

Emergency Reserves

TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3% of fiscal year spending. Since substantially all funds received by the District are transferred to Old Ranch Metropolitan District, which pays for all of the District's operations and maintenance costs, an Emergency Reserve is not reflected in the District's Budget. It is accounted for in Old Ranch Metropolitan District.

This information is an integral part of the accompanying budget.

**UPPER COTTONWOOD METROPOLITAN DISTRICT NO. 3
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**

\$7,200,000 Limited Tax General Obligation Bonds

Series 2019, Dated December 17, 2019

Interest Rate 6.000%

Year Ended December 31,	Principal and Interest Due December 1		
	Principal	Interest	Total
2023	\$ 110,000	\$ 419,700	\$ 529,700
2024	115,000	413,100	528,100
2025	125,000	406,200	531,200
2026	130,000	398,700	528,700
2027	140,000	390,900	530,900
2028	145,000	382,500	527,500
2029	155,000	373,800	528,800
2030	165,000	364,500	529,500
2031	175,000	354,600	529,600
2032	185,000	344,100	529,100
2033	195,000	333,000	528,000
2034	210,000	321,300	531,300
2035	220,000	308,700	528,700
2036	235,000	295,500	530,500
2037	250,000	281,400	531,400
2038	265,000	266,400	531,400
2039	280,000	250,500	530,500
2040	295,000	233,700	528,700
2041	315,000	216,000	531,000
2042	330,000	197,100	527,100
2043	350,000	177,300	527,300
2044	375,000	156,300	531,300
2045	395,000	133,800	528,800
2046	420,000	110,100	530,100
2047	445,000	84,900	529,900
2048	470,000	58,200	528,200
2049	500,000	28,417	528,417
	<u>\$ 6,995,000</u>	<u>\$ 7,300,717</u>	<u>\$ 14,295,717</u>

No assurance provided. See summary of significant assumptions.

**UPPER COTTONWOOD METROPOLITAN DISTRICT NO. 3
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**

\$6,475,000 Limited Tax General Obligation Bonds

Series 2021, Dated March 26, 2021

Interest Rate 6.000%

Year Ended December 31,	Principal and Interest Due December 1		
	Principal	Interest	Total
2023	\$ 60,000	\$ 385,200	\$ 445,200
2024	95,000	381,600	476,600
2025	95,000	375,900	470,900
2026	105,000	370,200	475,200
2027	105,000	363,900	468,900
2028	115,000	357,600	472,600
2029	125,000	350,700	475,700
2030	130,000	343,200	473,200
2031	135,000	335,400	470,400
2032	145,000	327,300	472,300
2033	155,000	318,600	473,600
2034	160,000	309,300	469,300
2035	175,000	299,700	474,700
2036	185,000	289,200	474,200
2037	195,000	278,100	473,100
2038	205,000	266,400	471,400
2039	220,000	254,100	474,100
2040	235,000	240,900	475,900
2041	245,000	226,800	471,800
2042	265,000	212,100	477,100
2043	280,000	196,200	476,200
2044	290,000	179,400	469,400
2045	310,000	162,000	472,000
2046	330,000	143,400	473,400
2047	350,000	123,600	473,600
2048	370,000	102,600	472,600
2049	395,000	80,400	475,400
2050	945,000	56,700	1,001,700
	<u>\$ 6,420,000</u>	<u>\$ 7,330,500</u>	<u>\$ 13,750,500</u>

No assurance provided. See summary of significant assumptions.

UPPER COTTONWOOD METROPOLITAN DISTRICT NO. 3
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY

\$4,710,000 Limited Tax General Obligation Bonds

Series 2022, Dated January 4th, 2022

Interest Rate 6.000%

Year Ended December 31,	Principal and Interest Due December 1		
	Principal	Interest	Total
2023	\$ 10,000	\$ 282,600	\$ 292,600
2024	20,000	282,000	302,000
2025	20,000	280,800	300,800
2026	60,000	279,600	339,600
2027	70,000	276,000	346,000
2028	70,000	271,800	341,800
2029	70,000	267,600	337,600
2030	75,000	263,400	338,400
2031	85,000	258,900	343,900
2032	90,000	253,800	343,800
2033	95,000	248,400	343,400
2034	100,000	242,700	342,700
2035	105,000	236,700	341,700
2036	110,000	230,400	340,400
2037	115,000	223,800	338,800
2038	125,000	216,900	341,900
2039	130,000	209,400	339,400
2040	140,000	201,600	341,600
2041	145,000	193,200	338,200
2042	155,000	184,500	339,500
2043	165,000	175,200	340,200
2044	180,000	165,300	345,300
2045	190,000	154,500	344,500
2046	195,000	143,100	338,100
2047	210,000	131,400	341,400
2048	225,000	118,800	343,800
2049	235,000	105,300	340,300
2050	250,000	91,200	341,200
2051	1,270,000	76,200	1,346,200
	<u>\$ 4,710,000</u>	<u>\$ 6,065,100</u>	<u>\$ 10,775,100</u>

No assurance provided. See summary of significant assumptions.

UPPER COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 4
ANNUAL BUDGET
FOR THE YEAR ENDING DECEMBER 31, 2023

UPPER COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 4
SUMMARY
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,

1/20/23

	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCES	\$ 299,368	\$ 265,315	\$ -
REVENUES			
Property taxes	334,457	599,162	1,034,823
Specific ownership tax	39,280	60,020	103,482
Interest income	231	2,129	1,110
Other revenue	-	-	568
Bond issuance	5,095,000	5,530,000	5,500,000
Total revenues	5,468,968	6,191,311	6,639,983
Total funds available	5,768,336	6,456,626	6,639,983
EXPENDITURES			
General Fund	149,513	263,837	456,000
Debt Service Fund	258,508	662,789	683,983
Capital Projects Fund	5,095,000	5,530,000	5,500,000
Total expenditures	5,503,021	6,456,626	6,639,983
Total expenditures and transfers out requiring appropriation	5,503,021	6,456,626	6,639,983
ENDING FUND BALANCES	\$ 265,315	\$ -	\$ -

No assurance provided. See summary of significant assumptions.

UPPER COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 4
PROPERTY TAX SUMMARY INFORMATION
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,

1/20/23

ACTUAL	ESTIMATED	BUDGET
2021	2022	2023

ASSESSED VALUATION

Residential	\$ 4,420,320	\$ 7,339,790	13,944,430
Commercial	86,550	90	40,660
Agricultural	5,720	5,380	1,400
State assessed	4,170	4,050	3,950
Vacant land	1,492,340	3,414,980	4,199,460
Certified Assessed Value	<u>\$ 6,009,100</u>	<u>\$ 10,764,290</u>	<u>\$ 18,189,900</u>

MILL LEVY

General	22.265	22.265	22.756
Debt Service	33.397	33.397	34.134
Total mill levy	<u>55.662</u>	<u>55.662</u>	<u>56.890</u>

PROPERTY TAXES

General	\$ 133,793	\$ 239,667	\$ 413,929
Debt Service	200,686	359,495	620,894
Levied property taxes	<u>334,479</u>	<u>599,162</u>	<u>1,034,823</u>
Adjustments to actual/rounding	(22)	-	-
Budgeted property taxes	<u>\$ 334,457</u>	<u>\$ 599,162</u>	<u>\$ 1,034,823</u>

BUDGETED PROPERTY TAXES

General	\$ 133,783	\$ 239,667	\$ 413,929
Debt Service	200,674	359,495	620,894
	<u>\$ 334,457</u>	<u>\$ 599,162</u>	<u>\$ 1,034,823</u>

No assurance provided. See summary of significant assumptions.

UPPER COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 4
GENERAL FUND
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,

1/20/23

	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -
REVENUES			
Property taxes	133,783	239,667	413,929
Specific ownership tax	15,712	24,070	41,393
Interest income	18	100	110
Other revenue	-	-	568
Total revenues	149,513	263,837	456,000
Total funds available	149,513	263,837	456,000
EXPENDITURES			
General and administrative			
County Treasurer's fee	2,007	3,595	6,209
Intergovernmental expenditures	147,506	260,242	449,791
Contingency	-	-	-
Total expenditures	149,513	263,837	456,000
Total expenditures and transfers out requiring appropriation	149,513	263,837	456,000
ENDING FUND BALANCE	\$ -	\$ -	\$ -

No assurance provided. See summary of significant assumptions.

UPPER COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 4
DEBT SERVICE FUND
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,

1/20/23

	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCE	\$ 299,368	\$ 265,315	\$ -
REVENUES			
Property taxes	200,674	359,495	620,894
Specific ownership tax	23,568	35,950	62,089
Interest income	213	2,029	1,000
Total revenues	224,455	397,474	683,983
Total funds available	523,823	662,789	683,983
EXPENDITURES			
General and administrative			
County Treasurer's fee	3,010	5,392	9,313
Debt Service			
Bond interest - Series 2021	205,498	302,700	299,466
Bond interest - Series 2022	-	300,463	331,800
Bond interest - Series 2023	-	-	42,450
Bond principal - Series 2021	50,000	54,234	-
Contingency	-	-	954
Total expenditures	258,508	662,789	683,983
Total expenditures and transfers out requiring appropriation	258,508	662,789	683,983
ENDING FUND BALANCE	\$ 265,315	\$ -	\$ -

No assurance provided. See summary of significant assumptions.

UPPER COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 4
CAPITAL PROJECTS FUND
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,

1/20/23

	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -
REVENUES			
Bond issuance	5,095,000	5,530,000	5,500,000
Total revenues	<u>5,095,000</u>	<u>5,530,000</u>	<u>5,500,000</u>
Total funds available	<u>5,095,000</u>	<u>5,530,000</u>	<u>5,500,000</u>
EXPENDITURES			
General and Administrative			
Intergovernmental expenditures	5,057,500	5,492,500	5,462,500
Bond issue costs	<u>37,500</u>	<u>37,500</u>	<u>37,500</u>
Total expenditures	<u>5,095,000</u>	<u>5,530,000</u>	<u>5,500,000</u>
Total expenditures and transfers out requiring appropriation	<u>5,095,000</u>	<u>5,530,000</u>	<u>5,500,000</u>
ENDING FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

No assurance provided. See summary of significant assumptions.

**UPPER COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 4
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

Upper Cottonwood Creek Metropolitan District No. 4 (the "District") was formed February 6, 2006, when the original Joint Service Plan of Upper Cottonwood Creek Metropolitan District and Old Ranch Metropolitan District was amended. Upper Cottonwood Creek Metropolitan District and Old Ranch Metropolitan District were formed under a Joint Service Plan approved by the City of Colorado Springs on August 27, 2002. The District was formed concurrently with Upper Cottonwood Creek Metropolitan District Nos. 2 – 3 and No. 5. The Service Plans for Upper Cottonwood Creek Metropolitan District Nos. 2-5 were again amended on March 22, 2016.

The District's service area is located entirely within the City of Colorado Springs (the "City"), El Paso County, Colorado. Old Ranch Metropolitan District is responsible for managing the construction of certain public facilities and improvements and for operation and maintenance of the limited list of public improvements which were not conveyed to the City. The District, Upper Cottonwood Creek Metropolitan District, and Upper Cottonwood Creek Metropolitan District Nos. 2 – 3 and No. 5 are responsible for providing the funding for capital improvements and to fund limited ongoing operations. Under the Service Plan, the District has the power to provide public improvements within the boundaries of the District, as described in the Special District Act, Section 32-1-101 of the Colorado Revised Statutes.

District voters approved debt authorization in the amount of \$252,500,000 for payment of capital costs. The election also allows the District to retain all revenues without regard to the limitations contained in Article X, Section 20, of the Colorado constitution or any other law. The maximum mill levy for operations and maintenance shall be 20.000 mills per the 2016 amended Service Plan, and the mill levy for debt shall not exceed 30.000 mills. Pursuant to the Service Plan, the District can issue bond indebtedness of up to \$30,000,000.

The District has no employees and all administrative functions are contracted.

The District prepares its budget on the modified accrual basis of accounting in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those difference may be material.

Revenues

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

**UPPER COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 4
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues (continued)

Property Taxes – (continued)

The calculation of the taxes levied is displayed on the Property Tax Summary page of the budget using the adopted mill levy imposed by the District.

Senate Bill 21-293 among other things, designates multi-family residential real property (defined generally, as property that is a multi-structure of four or more units) as a new subclass of residential real property. For tax collection year 2023, the assessment rate for single family residential property decreases to 6.95% from 7.15%. The rate for multifamily residential property, the newly created subclass, decreases to 6.80% from 7.15%. Agricultural and renewable energy production property decreases to 26.40% from 29.00%. Producing oil and gas remains at 87.50%. All other nonresidential property stays at 29.00%.

Specific Ownership Tax

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 10.000% of the property taxes collected.

Net Investment Income

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately 1.50%.

Bond Issuance

The District anticipates issuing bonds in 2023.

Expenditures

County Treasurer's Fees

County Treasurer's collection fees have been computed at 1.50% of property taxes.

Intergovernmental Expenditures

Intergovernmental expenditures represent transfers to Old Ranch to provide funding for the overall administrative and operating costs for the Districts in accordance with the Joint Financing and Reimbursement Agreement with Old Ranch.

Capital Outlay

The District anticipates infrastructure improvements as noted in the Capital Projects Fund.

**UPPER COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 4
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures – (continued)

Debt Service

Principal and interest payments are provided based on the debt amortization schedules for the Series 2021 Bonds and Series 2022 Bonds (discussed under Debt and Leases).

Debt and Leases

On March 29, 2021, the District issued \$5,095,000 in Limited Tax General Obligation Bonds (the 2021 Bonds) for public improvements. The Bond bears interest at a rate of 6%, maturing on December 1, 2050. Bond interest and principal payments are payable annually on December 1. Any accrued and unpaid interest will compound on December 1 of each year. To the extent principal of the 2021 Bonds is not paid when due, such principal shall remain outstanding until paid.

On January 5, 2022, the District issued \$5,530,000 in Limited Tax General Obligation Bonds (the 2022 Bonds) for public improvements. The Bond bears interest at a rate of 6%, maturing on December 1, 2051. Bond interest and principal payments are payable annually on December 1. Any accrued and unpaid interest will compound on December 1 of each year. To the extent principal of the 2022 Bonds is not paid when due, such principal shall remain outstanding until paid.

Currently, pledged revenue of the District is not sufficient to pay when due the full amount of the principal on the 2021 Bonds and the 2022 Bonds. To the extent that any bond is not paid when due, that bond shall remain due until paid. The non-payment of principal or interest on the 2021 Bonds and the 2022 Bonds does not constitute an event of default with respect to the certified record of proceedings.

The District has no capital or operating leases.

Reserves

Emergency Reserves

TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3% of fiscal year spending. Since substantially all funds received by the District are transferred to Old Ranch Metropolitan District, which pays for all of the District's operations and maintenance costs, an Emergency Reserve is not reflected in the District's Budget. It is accounted for in Old Ranch Metropolitan District.

This information is an integral part of the accompanying budget.

UPPER COTTONWOOD METROPOLITAN DISTRICT NO. 4
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY

\$5,095,000 Limited Tax General Obligation Bonds

Series 2021, Dated March 29, 2021

Interest Rate 6%

Year Ended December 31,	Principal and Interest Due December 1		
	Principal	Interest	Total
2023 *	\$ -	\$ 299,446	\$ 299,446
2024	145,766	299,446	445,212
2025	80,000	290,700	370,700
2026	85,000	285,900	370,900
2027	90,000	280,800	370,800
2028	95,000	275,400	370,400
2029	105,000	269,700	374,700
2030	110,000	263,400	373,400
2031	115,000	256,800	371,800
2032	125,000	249,900	374,900
2033	130,000	242,400	372,400
2034	140,000	234,600	374,600
2035	145,000	226,200	371,200
2036	155,000	217,500	372,500
2037	165,000	208,200	373,200
2038	175,000	198,300	373,300
2039	185,000	187,800	372,800
2040	195,000	176,700	371,700
2041	210,000	165,000	375,000
2042	220,000	152,400	372,400
2043	235,000	139,200	374,200
2044	250,000	125,100	375,100
2045	265,000	110,100	375,100
2046	280,000	94,200	374,200
2047	295,000	77,400	372,400
2048	315,000	59,700	374,700
2049	330,000	40,800	370,800
2050	350,000	21,000	371,000
	<u>\$ 4,990,766</u>	<u>\$ 5,448,092</u>	<u>\$ 10,438,858</u>

* NOTE: This debt to maturity schedule only represents the senior general obligation of the District. Principal amount for 2023 represents anticipated budgeted amount as compared to actual amount due of \$65,000. It is assumed that unpaid principal from prior years will be paid in 2024.

No assurance provided. See summary of significant assumptions.

UPPER COTTONWOOD METROPOLITAN DISTRICT NO. 4
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY

\$5,530,000 Limited Tax General Obligation Bonds

Series 2022, Dated January 5th, 2022

Interest Rate 6%

Year Ended December 31,	Principal and Interest Due December 1		
	Principal	Interest	Total
2023 *	\$ -	\$ 331,800	\$ 331,800
2024	95,000	331,800	426,800
2025	60,000	326,100	386,100
2026	85,000	322,500	407,500
2027	90,000	317,400	407,400
2028	95,000	312,000	407,000
2029	100,000	306,300	406,300
2030	105,000	300,300	405,300
2031	115,000	294,000	409,000
2032	120,000	287,100	407,100
2033	130,000	279,900	409,900
2034	135,000	272,100	407,100
2035	145,000	264,000	409,000
2036	150,000	255,300	405,300
2037	160,000	246,300	406,300
2038	170,000	236,700	406,700
2039	180,000	226,500	406,500
2040	190,000	215,700	405,700
2041	200,000	204,300	404,300
2042	215,000	192,300	407,300
2043	225,000	179,400	404,400
2044	240,000	165,900	405,900
2045	255,000	151,500	406,500
2046	270,000	136,200	406,200
2047	290,000	120,000	410,000
2048	305,000	102,600	407,600
2049	325,000	84,300	409,300
2050	345,000	64,800	409,800
2051	735,000	44,100	779,100
	<u>\$ 5,530,000</u>	<u>\$ 6,571,200</u>	<u>\$ 12,101,200</u>

* NOTE: This debt to maturity schedule only represents the senior general obligation of the District. Principal amount for 2023 represents anticipated budgeted amount as compared to actual amount due of \$40,000. It is assumed that unpaid principal from prior years will be paid in 2024.

No assurance provided. See summary of significant assumptions.

UPPER COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 5
ANNUAL BUDGET
FOR THE YEAR ENDING DECEMBER 31, 2023

UPPER COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 5
GENERAL FUND
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,

1/20/23

	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -
REVENUES			
Property taxes	1,791	1	3,608
Specific ownership tax	210	-	361
Interest income	2	-	55
Other revenue	-	-	176
Total revenues	2,003	1	4,200
Total funds available	2,003	1	4,200
EXPENDITURES			
General and administrative			
County Treasurer's fee	27	1	54
Intergovernmental expenditures - Old Ranch	1,976	-	3,970
Contingency	-	-	176
Total expenditures	2,003	1	4,200
Total expenditures and transfers out requiring appropriation	2,003	1	4,200
ENDING FUND BALANCE	\$ -	\$ -	\$ -

No assurance provided. See summary of significant assumptions.

UPPER COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 5
PROPERTY TAX SUMMARY INFORMATION
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,

1/20/23

ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
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ASSESSED VALUATION

Agricultural	\$ -	\$ -	\$ 5,450
Vacant land	89,550	30	174,400
Certified Assessed Value	<u>\$ 89,550</u>	<u>\$ 30</u>	<u>\$ 179,850</u>

MILL LEVY

General	20.000	20.000	20.059
Total mill levy	<u>20.000</u>	<u>20.000</u>	<u>20.059</u>

PROPERTY TAXES

General	\$ 1,791	\$ 1	\$ 3,608
Adjustments to actual/rounding	-	-	-
Budgeted property taxes	<u>\$ 1,791</u>	<u>\$ 1</u>	<u>\$ 3,608</u>

BUDGETED PROPERTY TAXES

General	\$ 1,791	\$ 1	\$ 3,608
	<u>\$ 1,791</u>	<u>\$ 1</u>	<u>\$ 3,608</u>

No assurance provided. See summary of significant assumptions.

**UPPER COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 5
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

Upper Cottonwood Creek Metropolitan District No. 5 (the "District") was formed February 6, 2006, when the original Joint Service Plan of Upper Cottonwood Creek Metropolitan District and Old Ranch Metropolitan District was amended. Upper Cottonwood Creek Metropolitan District and Old Ranch Metropolitan District were formed under a Joint Service Plan approved by the City of Colorado Springs on August 27, 2002. The District was formed concurrently with Upper Cottonwood Creek Metropolitan District Nos. 2 – 4. The Service Plans for Upper Cottonwood Creek Metropolitan District Nos. 2-5 were again amended on March 22, 2016.

The District's service area is located entirely within the City of Colorado Springs (the "City"), El Paso County, Colorado. Old Ranch Metropolitan District is responsible for managing the construction of certain public facilities and improvements and for operation and maintenance of the limited list of public improvements which were not conveyed to the City. The District, Upper Cottonwood Creek Metropolitan District, and Upper Cottonwood Creek Metropolitan District Nos. 2 - 4 are responsible for providing the funding for capital improvements and to fund limited ongoing operations. Under the Service Plan, the District has the power to provide public improvements within the boundaries of the District, as described in the Special District Act, Section 32-1-101 of the Colorado Revised Statutes.

District voters approved debt authorization in the amount of \$63,000,000 for payment of capital costs. The election also allows the District to retain all revenues without regard to the limitations contained in Article X, Section 20, of the Colorado constitution or any other law. The maximum mill levy for operations and maintenance shall be 20.000 mills per the 2016 amended Service Plan, and the mill levy for debt shall not exceed 50.000 mills. Pursuant to the Service Plan, the District can issue bond indebtedness of up to \$7,500,000.

The District has no employees and all administrative functions are contracted.

The District prepares its budget on the modified accrual basis of accounting in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those difference may be material.

Revenues

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

**UPPER COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 5
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues - Continued

Property Taxes (Continued)

The calculation of the taxes levied is displayed on the Property Tax Summary page of the budget using the adopted mill levy imposed by the District.

Senate Bill 21-293 among other things, designates multi-family residential real property (defined generally, as property that is a multi-structure of four or more units) as a new subclass of residential real property. For tax collection year 2023, the assessment rate for single family residential property decreases to 6.95% from 7.15%. The rate for multifamily residential property, the newly created subclass, decreases to 6.80% from 7.15%. Agricultural and renewable energy production property decreases to 26.40% from 29.00%. Producing oil and gas remains at 87.50%. All other nonresidential property stays at 29.00%.

Interest Income

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately 1.50%.

Expenditures

County Treasurer's Fees

County Treasurer's collection fees have been computed at 1.50% of property taxes.

Intergovernmental Expenditures

Intergovernmental expenditures represent transfers to Old Ranch to provide funding for the overall administrative, operating, and capital costs for the Districts.

Debt and Leases

The District has no outstanding debt, nor any capital or operating leases.

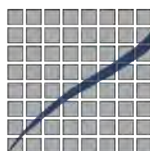
Reserves

Emergency Reserves

TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3.000% of fiscal year spending. Since substantially all funds received by the District are transferred to Old Ranch Metropolitan District, which pays for all of the District's operations and maintenance costs, an Emergency Reserve is not reflected in the District's Budget. It is accounted for in Old Ranch Metropolitan District.

This information is an integral part of the accompanying budget.

EXHIBIT E



BiggsKofford

CERTIFIED PUBLIC ACCOUNTANTS

October 13, 2022

Old Ranch Metropolitan District
Board of Directors
Via email: seef.leroux@claconnect.com

We are pleased to confirm our understanding of the services we are to provide for Old Ranch Metropolitan District ("District") as of and for the year ended December 31, 2022.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of the District as of and for the year ended December 31, 2022. Accounting principles generally accepted in the United States of America ("US GAAP") provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A") to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America ("US GAAS"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by US GAAP and will be subjected to certain limited procedures, but will not be audited:

- You have informed us that the MD&A will be omitted. Our report will be modified accordingly.

We have also been engaged to report on supplementary information ("SI") other than RSI that accompanies the District's financial statements, as applicable. We will subject the SI to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with US GAAS, and will provide an opinion on it in relation to the basic financial statements as a whole.

- Schedule(s) of revenues, expenditures, and changes in fund balances – budget and actual for governmental funds, as applicable
- Schedule of revenues and expenditures – budget and actual
- Reconciliation of amounts from budgetary basis to cash basis, as applicable

In connection with our audit of the basic financial statements, we will read any other information included with the financial statements and consider whether a material inconsistency exists between the other information and the

basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

We understand that the following people or entities will use these financial statements for the enumerated purposes:

<u>USER</u>	<u>PURPOSE</u>
State of Colorado	To assist with regulatory oversight
Management	To provide assurance on the financial statements to enhance management decision-making
El Paso County	To aid in regulatory oversight

You agree that you will discuss the suitability of this presentation with us if you intend to submit these financial statements to other users or to any of the identified users for different purposes.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with US GAAP; and report on the fairness of the SI referred to above when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor’s Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with US GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with US GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with US GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District’s ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers,

creditors, and financial institutions. We may also request representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry.

If circumstances occur which, in our professional judgment, prevent us from completing the audit or forming opinions on the financial statements, we retain the right to withdraw from the engagement without issuing opinions or report, as permitted by our professional standards.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures – Internal Control

We will obtain an understanding of the District and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to you and those charged with governance any matters related to internal control that are required to be communicated under professional standards.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

Other Services

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with US GAAP with the oversight of those charged with governance.

Management is responsible for making drafts of the financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial

statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws and regulations.

With regard to including the auditor's report in an offering document, you agree that the aforementioned auditor's report, or reference to BiggsKofford, P.C., will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an offering document, including an agreement to provide permission or consent, will be a separate engagement.

You are responsible for the preparation of the SI in conformity with US GAAP. You agree to include our report on the SI in any document that contains, and indicates that we have reported on, the SI. You also agree to include the audited financial statements with any presentation of the SI that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for the presentation of the SI in accordance with US GAAP; (2) you believe the SI, including its form and content, is fairly presented in accordance with US GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the SI.

You agree to assume all management responsibilities for the other services listed above and any other non-attest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

You are responsible to notify us in advance of your intent to reproduce our report for any reason, in whole or in part, and to give us the opportunity to review any printed material containing our report before its issuance. Such notification does not constitute an acknowledgement on our part of any third party's intent to rely on the financial statements. With regard to financial statements published electronically or on your internet website(s), you understand that electronic sites are a means to reproduce and distribute information. We are not required to read the information contained in your sites, or to consider the consistency of other information in the electronic site with the original document.

You agree that you will not use our firm's name or the name of an employee of the firm in a communication containing a financial presentation without the written permission of our firm. If you do use our firm name or the name of an employee of the firm in a communication containing a financial presentation, you agree to include an "accountant's report" or a "disclaimer" on the financial presentation(s) which we specify. Further, you agree to provide us with printers' proofs or masters of any document that contains our firm name or the name of an employee of the firm and a financial presentation for our review and approval before printing/publishing of the document. You also agree to provide us with a copy of the final reproduced material that contains either our firm's name and/or the name of an employee of the firm and a financial presentation for our approval before it is distributed.

We value each and every one of our clients as well as each and every one of our employees. We have spent a great deal of time and resources to locate, train, and retain our employees. We respectfully request that you not solicit our employees to work for you. You agree that if you or your agents do hire one of our employees within three months of when they last worked for BiggsKofford, we will be due a finder's fee equal to 50% of the greater of the annual salary they were earning as of their last day of employment or their starting salary with the District. Payment will be due within 10 days of your receipt of our invoice. To ensure that our independence is not impaired under the *AICPA Code of Professional Conduct*, you agree to inform the engagement principal before entering into any substantive employment discussions with any of our personnel.

You understand that we provide clients with services specifically focused on identifying and addressing deficiencies in internal controls, and on searching for the existence of fraud within the entity. If you would like us to perform these services, we would be happy to discuss that opportunity with you. However, you acknowledge that those services are outside the scope of this engagement and are not included in the fees detailed below.

It is our policy to retain engagement documentation for a period of at least five years, after which time we may commence the process of destroying the contents of our engagement files. To the extent we accumulate any of your original records during the engagement, those documents will be returned to you promptly upon completion of the engagement. The balance of our engagement file, other than the compiled financial statement, which we will provide you at the conclusion of the engagement, is our property, and we will provide copies of such documents at our discretion and if compensated for any time and costs associated with the effort.

In the event we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony related to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our standard hourly rates for the time we expend in connection with such response, and to reimburse us for all related out-of-pocket costs incurred.

You and BiggsKofford, P.C. both agree that any dispute that may arise from this engagement will, prior to resorting to litigation, be submitted for mediation before the American Arbitration Association. Both parties further agree that any such mediation shall be administered within El Paso County Colorado and the results of any such mediation shall be binding upon agreement of each party to be bound. Further, both parties agree that any potential legal action between you and BiggsKofford, P.C. shall be resolved in El Paso County District Court according to Colorado law. Our engagement ends on delivery of our audit report and any claim made concerning our services will be limited to the fees charged for those services. You agree to indemnify, defend, and hold BiggsKofford and its owners, heirs, executors, personal representatives, successors, and assigns harmless from any liability and costs resulting from knowing misrepresentations by management.

This engagement letter is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by all parties.

We want you to clearly understand that this type of financial statement presentation is not designed for, and should not be used for, any purpose subject to regulation by the United States Securities and Exchange Commission ("SEC") or the securities division of any state.

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of BiggsKofford, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Colorado Office of the State Auditor or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of BiggsKofford, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to Colorado Office of the State Auditor or its designee. The Colorado Office of the State Auditor or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Braden Hammond is the engagement principal and is responsible for supervising the engagement and for signing the report or authorizing another individual to sign it.

Our fees for this engagement are not contingent on the results of our services. We estimate that our fees for these services will be \$6,130. You will also be billed for travel and other out-of-pocket expenses. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will keep you informed of any problems we encounter, and our fees will be adjusted accordingly. Our invoices for these fees will be rendered semi-monthly as work progresses and are payable on presentation. Any remaining balance will be due upon delivery of your financial statements. In accordance with our firm policies, work may be suspended if your account becomes overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment or for any other reason provided for in this letter, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenses through the date of the termination.

Reporting

We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the board of directors of the District. Circumstances may arise in which our report may differ from its expected content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report or, if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, **PLEASE INITIAL EACH PAGE, SIGN THE LAST PAGE**, and return a copy to us.

Sincerely,

BiggsKofford, P.C.

BiggsKofford, P.C.

RESPONSE:

This letter correctly sets forth the understanding of Old Ranch Metropolitan District.

Officer signature: DocuSigned by:
Tim Seibert
F9387EC0B99F48F... Title: President Date: 2/16/2023

APPLICATION FOR EXEMPTION FROM AUDIT

LONG FORM

NAME OF GOVERNMENT	Upper Cottonwood Creek Metropolitan District No. 1
ADDRESS	121 South Tejon Street
	Suite 1100
	Colorado Springs, CO 80903
CONTACT PERSON	Carrie Bartow
PHONE	719-635-0330
EMAIL	Carrie.Bartow@claconnect.com

For the Year Ended
12/31/2022
or fiscal year ended:

CERTIFICATION OF PREPARER

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

NAME:	Carrie Bartow	
TITLE	Accountant for the District	
FIRM NAME (if applicable)	CliftonLarsonAllen LLP	
ADDRESS	121 South Tejon Street, Suite 1100, Colorado Springs, CO 80903	
PHONE	719-635-0330	
DATE PREPARED	8-Mar-23	
RELATIONSHIP TO ENTITY	CPA Firm providing accounting services to the District	

PREPARER (SIGNATURE REQUIRED)

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Has the entity filed for, or has the district filed, a Title 32, Article 1 Special District Notice of Inactive Status during the year? [Applicable to Title 32 special districts only, pursuant to Sections 32-1-103 (9.3) and 32-1-104 (3), C.R.S.]	YES	NO	If Yes, date filed:
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

PART 1 - FINANCIAL STATEMENTS - BALANCE SHEET

* Indicate Name of Fund
NOTE: Attach additional sheets as necessary.

Line #	Description	Governmental Funds		Debt Service Fund	Assets	Description	Proprietary/Fiduciary Funds		Please use this space to provide explanation of any items on this page
		General Fund					Fund*	Fund*	
Assets									
1-1	Cash & Cash Equivalents	\$	-	\$	-	Cash & Cash Equivalents	\$	-	\$
1-2	Investments	\$	-	\$	-	Investments	\$	-	\$
1-3	Receivables	\$	-	\$	-	Receivables	\$	-	\$
1-4	Due from Other Entities or Funds	\$	-	\$	-	Due from Other Entities or Funds	\$	-	\$
1-5	Property Tax Receivable	\$	-	\$	-	Other Current Assets [specify,...]	\$	-	\$
All Other Assets [specify,...]									
1-6	Receivable from County Treasurer	\$	894	\$	4,216	Total Current Assets	\$	-	\$
1-7		\$	-	\$	-	Capital & Right to Use Assets, net	\$	-	\$
1-8		\$	-	\$	-	(from Part 6-4)	\$	-	\$
1-9		\$	-	\$	-	Other Long Term Assets [specify,...]	\$	-	\$
1-10		\$	-	\$	-		\$	-	\$
1-11		\$	894	\$	4,216	(add lines 1-1 through 1-10) TOTAL ASSETS	\$	-	\$
Deferred Outflows of Resources:									
1-12	Property Tax Receivable	\$	105,233	\$	496,671	Deferred Outflows of Resources	\$	-	\$
1-13	[specify,...]	\$	-	\$	-	[specify,...]	\$	-	\$
1-14		\$	105,233	\$	496,671	(add lines 1-12 through 1-13) TOTAL DEFERRED OUTFLOWS	\$	-	\$
1-15		\$	106,127	\$	500,887	TOTAL ASSETS AND DEFERRED OUTFLOWS	\$	-	\$
Liabilities									
1-16	Accounts Payable	\$	-	\$	-	Accounts Payable	\$	-	\$
1-17	Accrued Payroll and Related Liabilities	\$	-	\$	-	Accrued Payroll and Related Liabilities	\$	-	\$
1-18	Unearned Property Tax Revenue	\$	-	\$	-	Accrued Interest Payable	\$	-	\$
1-19	Due to Other Entities or Funds	\$	-	\$	-	Due to Other Entities or Funds	\$	-	\$
1-20	All Other Current Liabilities	\$	-	\$	-	All Other Current Liabilities	\$	-	\$
1-21		\$	-	\$	-	(add lines 1-16 through 1-20) TOTAL CURRENT LIABILITIES	\$	-	\$
1-22	Due to Old Ranch Metropolitan District	\$	894	\$	4,216	Proprietary Debt Outstanding	\$	-	\$
1-23		\$	-	\$	-	(from Part 4-4)	\$	-	\$
1-24		\$	-	\$	-	Other Liabilities [specify,...]:	\$	-	\$
1-25		\$	-	\$	-		\$	-	\$
1-26		\$	-	\$	-		\$	-	\$
1-27		\$	894	\$	4,216	(add lines 1-21 through 1-26) TOTAL LIABILITIES	\$	-	\$
Deferred Inflows of Resources:									
1-28	Deferred Property Taxes	\$	105,233	\$	496,671	Deferred Inflows of Resources	\$	-	\$
1-29	Lease related (as lessor)	\$	-	\$	-	Pension/OPEB Related	\$	-	\$
1-30		\$	105,233	\$	496,671	Other [specify,...]	\$	-	\$
(add lines 1-28 through 1-29) TOTAL DEFERRED INFLOWS									
Fund Balance									
1-31	Nonspendable Prepaid	\$	-	\$	-	Net Position	\$	-	\$
1-32	Nonspendable Inventory	\$	-	\$	-	Net Investment in Capital Assets	\$	-	\$
1-33	Restricted [specify,...]	\$	-	\$	-	Emergency Reserves	\$	-	\$
1-34	Committed [specify,...]	\$	-	\$	-	Other Designations/Reserves	\$	-	\$
1-35	Assigned [specify,...]	\$	-	\$	-	Restricted	\$	-	\$
1-36	Unassigned:	\$	-	\$	-	Undesignated/Unreserved/Unrestricted	\$	-	\$
1-37		\$	-	\$	-		\$	-	\$
(add lines 1-31 through 1-36 This total should be the same as line 3-33 TOTAL FUND BALANCE									
1-38		\$	-	\$	-	(add lines 1-27, 1-30 and 1-37 This total should be the same as line 1-15 TOTAL LIABILITIES, DEFERRED INFLOWS, AND FUND BALANCE	\$	-	\$

PART 2 - FINANCIAL STATEMENTS - OPERATING STATEMENT - REVENUES

Governmental Funds			Proprietary/Fiduciary Funds		Please use this space to provide explanation of any items on this page	
Line #	Description	General Fund	Debt Service Fund	Fund*		Fund*
Tax Revenue						
2-1	Property [include mills levied in Question 10-6]	\$ 105,119	\$ 495,903	\$ -	\$ -	
2-2	Specific Ownership	\$ 10,930	\$ 51,562	\$ -	\$ -	
2-3	Sales and Use Tax	\$ -	\$ -	\$ -	\$ -	
2-4	Other Tax Revenue [specify...]:	\$ -	\$ -	\$ -	\$ -	
2-5		\$ -	\$ -	\$ -	\$ -	
2-6		\$ -	\$ -	\$ -	\$ -	
2-7		\$ -	\$ -	\$ -	\$ -	
2-8	Add lines 2-1 through 2-7 TOTAL TAX REVENUE	\$ 116,049	\$ 547,465	Add lines 2-1 through 2-7 TOTAL TAX REVENUE	\$ -	
2-9	Licenses and Permits	\$ -	\$ -	\$ -	\$ -	
2-10	Highway Users Tax Funds (HUTF)	\$ -	\$ -	\$ -	\$ -	
2-11	Conservation Trust Funds (Lottery)	\$ -	\$ -	\$ -	\$ -	
2-12	Community Development Block Grant	\$ -	\$ -	\$ -	\$ -	
2-13	Fire & Police Pension	\$ -	\$ -	\$ -	\$ -	
2-14	Grants	\$ -	\$ -	\$ -	\$ -	
2-15	Donations	\$ -	\$ -	\$ -	\$ -	
2-16	Charges for Sales and Services	\$ -	\$ -	\$ -	\$ -	
2-17	Rental Income	\$ -	\$ -	\$ -	\$ -	
2-18	Fines and Forfeits	\$ -	\$ -	\$ -	\$ -	
2-19	Interest/Investment Income	\$ 43	\$ 205	\$ -	\$ -	
2-20	Tap Fees	\$ -	\$ -	\$ -	\$ -	
2-21	Proceeds from Sale of Capital Assets	\$ -	\$ -	\$ -	\$ -	
2-22	All Other [specify...]:	\$ -	\$ -	\$ -	\$ -	
2-23		\$ -	\$ -	\$ -	\$ -	
2-24	Add lines 2-8 through 2-23 TOTAL REVENUES	\$ 116,092	\$ 547,670	Add lines 2-8 through 2-23 TOTAL REVENUES	\$ -	
Other Financing Sources						
2-25	Debt Proceeds	\$ -	\$ -	\$ -	\$ -	
2-26	Lease Proceeds	\$ -	\$ -	\$ -	\$ -	
2-27	Developer Advances	\$ -	\$ -	\$ -	\$ -	
2-28	Other [specify...]:	\$ -	\$ -	\$ -	\$ -	
2-29	Add lines 2-25 through 2-28 TOTAL OTHER FINANCING SOURCES	\$ -	\$ -	Add lines 2-25 through 2-28 TOTAL OTHER FINANCING SOURCES	\$ -	
2-30	Add lines 2-24 and 2-29 TOTAL REVENUES AND OTHER FINANCING SOURCES	\$ 116,092	\$ 547,670	Add lines 2-24 and 2-29 TOTAL REVENUES AND OTHER FINANCING SOURCES	\$ -	
IF GRAND TOTAL REVENUES AND OTHER FINANCING SOURCES for all funds (Line 2-29) are GREATER than \$750,000 -STOP. You may not use this form. An audit may be required. See Section 29-1-604, C.R.S., or contact the OSA					\$ 663,762	
Local Government Division at (303) 869-3000 for assistance.						

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

Line #		Description	Governmental Funds		Proprietary/Fiduciary Funds		Please use this space to provide explanation of any items on this page
			General Fund	Debt Service Fund	Fund*	Fund*	
Expenditures							
3-1	General Government		1,577	7,443	\$	\$	
3-2	Judicial		-	\$	\$	\$	
3-3	Law Enforcement		-	\$	\$	\$	
3-4	Fire		-	\$	\$	\$	
3-5	Highways & Streets		-	\$	\$	\$	
3-6	Solid Waste		-	\$	\$	\$	
3-7	Contributions to Fire & Police Pension Assoc.		-	\$	\$	\$	
3-8	Health		-	\$	\$	\$	
3-9	Culture and Recreation		-	\$	\$	\$	
3-10	Transfers to other districts		-	\$	\$	\$	
3-11	Intergovernmental transfer to Old Ranch Metro District		114,515	540,227	\$	\$	
3-12			-	\$	\$	\$	
3-13			-	\$	\$	\$	
3-14	Capital Outlay		-	\$	\$	\$	
	Debt Service						
3-15	Principal	(should match amount in 4-4)	-	\$	\$	\$	
3-16	Interest		-	\$	\$	\$	
3-17	Bond Issuance Costs		-	\$	\$	\$	
3-18	Developer Principal Repayments		-	\$	\$	\$	
3-19	Developer Interest Repayments		-	\$	\$	\$	
3-20	All Other [specify...]:		-	\$	\$	\$	
3-21			-	\$	\$	\$	
3-22	Add lines 3-1 through 3-21	TOTAL EXPENDITURES	116,092	547,670	\$	\$	663,762
3-23	Interfund Transfers (In)		-	\$	\$	\$	
3-24	Interfund Transfers Out		-	\$	\$	\$	
3-25	Other Expenditures (Revenues):		-	\$	\$	\$	
3-26			-	\$	\$	\$	
3-27			-	\$	\$	\$	
3-28			-	\$	\$	\$	
3-29	(Add lines 3-23 through 3-28)	TOTAL TRANSFERS AND OTHER EXPENDITURES	-	\$	\$	\$	
3-30	Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures		-	\$	\$	\$	
	Line 2-29, less line 3-22, less line 3-29		-	\$	\$	\$	
3-31	Fund Balance, January 1 from December 31 prior year report		-	\$	\$	\$	
3-32	Prior Period Adjustment (MUST explain)		-	\$	\$	\$	
3-33	Fund Balance, December 31		-	\$	\$	\$	
	Sum of Lines 3-30, 3-31, and 3-32		-	\$	\$	\$	
	This total should be the same as line 1-37.		-	\$	\$	\$	
IF GRAND TOTAL EXPENDITURES for all funds (Line 3-22) are GREATER than \$750,000 - STOP. You may not use this form. An audit may be required. See Section 29-1-604, C.R.S., or contact the OSA Local Government Division at (303) 869-3000 for assistance.							

PART 6 - CAPITAL AND RIGHT-TO-USE ASSETS

Please answer the following question by marking in the appropriate box

Please use this space to provide any explanations or comments:

- 6-1 Does the entity have capitalized assets?

YES ☐

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

YES ☐

NO ☒

6-3	Complete the following Capital & Right-To-Use Assets table for GOVERNMENTAL FUNDS:	Balance - beginning of the year ¹	Additions ²	Deletions	Year-End Balance
		\$ -	\$ -	\$ -	\$ -
	Land	\$ -	\$ -	\$ -	\$ -
	Buildings	\$ -	\$ -	\$ -	\$ -
	Machinery and equipment	\$ -	\$ -	\$ -	\$ -
	Furniture and fixtures	\$ -	\$ -	\$ -	\$ -
	Infrastructure	\$ -	\$ -	\$ -	\$ -
	Construction In Progress (CIP)	\$ -	\$ -	\$ -	\$ -
	Leased Right-to-Use Assets	\$ -	\$ -	\$ -	\$ -
	Intangible Assets	\$ -	\$ -	\$ -	\$ -
	Other (explain):	\$ -	\$ -	\$ -	\$ -
	Accumulated Amortization Right to Use Leased Assets (Enter a negative, or credit, balance)	\$ -	\$ -	\$ -	\$ -
	Accumulated Depreciation (Enter a negative, or credit, balance)	\$ -	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -	\$ -
6-4	Complete the following Capital & Right-To-Use Assets table for PROPRIETARY FUNDS:	Balance - beginning of the year*	Additions	Deletions	Year-End Balance
		\$ -	\$ -	\$ -	\$ -
	Land	\$ -	\$ -	\$ -	\$ -
	Buildings	\$ -	\$ -	\$ -	\$ -
	Machinery and equipment	\$ -	\$ -	\$ -	\$ -
	Furniture and fixtures	\$ -	\$ -	\$ -	\$ -
	Infrastructure	\$ -	\$ -	\$ -	\$ -
	Construction In Progress (CIP)	\$ -	\$ -	\$ -	\$ -
	Leased Right-to-Use Assets	\$ -	\$ -	\$ -	\$ -
	Intangible Assets	\$ -	\$ -	\$ -	\$ -
	Other (explain):	\$ -	\$ -	\$ -	\$ -
	Accumulated Amortization Right to Use Leased Assets (Enter a negative, or credit, balance)	\$ -	\$ -	\$ -	\$ -
	Accumulated Depreciation (Enter a negative, or credit, balance)	\$ -	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -	\$ -

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

PART 7 - PENSION INFORMATION

Please use this space to provide any explanations or comments:

- 7-1 Does the entity have an "old hire" firefighters' pension plan?
- 7-2 Does the entity have a volunteer firefighters' pension plan?
- If yes: Who administers the plan?

Indicate the contributions from:

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

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

PART 4 - DEBT OUTSTANDING, ISSUED, AND RETIRED

Please answer the following questions by marking the appropriate boxes.

Please use this space to provide any explanations or comments:

4-1 Does the entity have outstanding debt?

4-2 Is the debt repayment schedule attached? If no, MUST explain:

N/A

4-3 Is the entity current in its debt service payments? If no, MUST explain:

4-4 Please complete the following debt schedule, if applicable: (please only include principal amounts)

	Outstanding at beginning of year*	Issued during year	Retired during year	Outstanding at year-end
General obligation bonds	\$ -	\$ -	\$ -	\$ -
Revenue bonds	\$ -	\$ -	\$ -	\$ -
Notes/Loans	\$ -	\$ -	\$ -	\$ -
Lease Liabilities	\$ -	\$ -	\$ -	\$ -
Developer Advances	\$ -	\$ -	\$ -	\$ -
Other (specify):	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -

*must agree to prior year ending balance

Please answer the following questions by marking the appropriate boxes.

4-5 Does the entity have any authorized, but unissued, debt (Section 29-1-605(2) C.R.S.)?

How much?

\$ 104,560,000

11/5/2002

4-6 Does the entity intend to issue debt within the next calendar year?

How much?

\$ -

4-7 Does the entity have debt that has been refinanced that it is still responsible for?

What is the amount outstanding?

\$ -

4-8 Does the entity have any lease agreements?

What is being leased?

What is the original date of the lease?

Number of years of lease?

Is the lease subject to annual appropriation?

What are the annual lease payments?

\$ -

PART 5 - CASH AND INVESTMENTS

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

Please use this space to provide any explanations or comments:

5-1 YEAR-END Total of ALL Checking and Savings accounts

5-2 Certificates of deposit

TOTAL CASH DEPOSITS

\$ -

\$ -

Investments (if investment is a mutual fund, please list underlying investments):

5-3

TOTAL INVESTMENTS

\$ -

\$ -

TOTAL CASH AND INVESTMENTS

\$ -

\$ -

Please answer the following question by marking in the appropriate box

5-4 Are the entity's Investments legal in accordance with Section 24-75-601, et. seq., C.R.S.?

5-5 Are the entity's deposits in an eligible (Public Deposit Protection Act) public depository (Section 11-10.5-101, et seq. C.R.S.)? If no, MUST explain:

The District had no cash or investments deposits during the year.

PART 8 - BUDGET INFORMATION

Please answer the following question by marking in the appropriate box

- 8-1 Did the entity file a current year budget with the Department of Local Affairs, in accordance with Section 29-1-113 C.R.S.? If no, MUST explain: ☒ 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 appropriated for each fund separately for the year reported

Governmental/Proprietary Fund Name	Total Appropriations By Fund
General Fund	\$ 118,000
Debt Service Fund	\$ 553,000
	\$ -
	\$ -

Please use this space to provide any explanations or comments:

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

Please answer the following question by marking in the appropriate box

- 9-1 Is the entity in compliance with all the provisions of TABOR [State Constitution, Article X, Section 20(6)]? ☒ YES ☐ NO

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.

Please use this space to provide any explanations or comments:

PART 10 - GENERAL INFORMATION

Please answer the following question by marking in the appropriate box

- 10-1 Is this application for a newly formed governmental entity? ☐ YES ☒ NO

If yes:

Date of formation:

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

If Yes:

NEW name

PRIOR name

- 10-3 Is the entity a metropolitan district?

- 10-4 Please indicate what services the entity provides:

See Explanation

- 10-5 Does the entity have an agreement with another government to provide services?

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

See Explanation

- 10-6 Does the entity have a certified mill levy?

If yes: Please provide the number of mills levied for the year reported (do not enter \$ amounts):

Bond Redemption mills	21.118
General/Other mills	4.475
Total mills	25.593

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

Please use this space to provide any explanations or comments:
10-4: Parks and recreation, sanitation (including drainage), streets, water, mosquito control, and traffic and safety protection.
10-5: Under the Service Plan, the District operates in conjunction with Old Ranch Metropolitan District and Upper Cottonwood Metropolitan District Nos. 2-5. Old Ranch Metropolitan District is the management district, while the other districts are financing districts.

PART 12 - GOVERNING BODY APPROVAL

Please answer the following question by marking in the appropriate box

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

YES

☒

NO

☐

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

Policy - Requirements

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

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

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

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

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

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

	Full Name	A MAJORITY of the members of the governing body must complete and sign in the column below.	
1	Timothy Seibert	I, Timothy Seibert, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed: <u>Timothy Seibert</u> My term Expires: <u>May 2025</u>	Date: <u>3/27/2023</u>
2	Delroy Johnson	I, Delroy Johnson, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed: <u>Delroy Johnson</u> My term Expires: <u>May 2023</u>	Date: <u>3/28/2023</u>
3	Bobby Ingels	I, Bobby Ingels, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed: <u>Bobby Ingels</u> My term Expires: <u>May 2023</u>	Date: <u>3/28/2023</u>
4	David Jenkins	I, David Jenkins, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed: <u>David Jenkins</u> My term Expires: <u>May 2025</u>	Date: <u>3/28/2023</u>
5	Shane Sullivan	I, Shane Sullivan, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed: _____ My term Expires: <u>May 2025</u>	Date: _____
6		I, _____, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed: _____ My term Expires: _____	Date: _____
7		I, _____, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed: _____ My term Expires: _____	Date: _____



CliftonLarsonAllen LLP

8390 East Crescent Pkwy., Suite 300
Greenwood Village, CO 80111

phone 303-779-5710 fax 303-779-0348

CLAconnect.com

Accountant's Compilation Report

Board of Directors
Upper Cottonwood Creek Metropolitan District No. 1
El Paso, Colorado

Management is responsible for the accompanying Application for Exemption from Audit of Upper Cottonwood Creek Metropolitan District No. 1 as of and for the year ended December 31, 2022, included in the accompanying prescribed form. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit or review the financial statements included in the accompanying prescribed form nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on the financial statements included in the accompanying prescribed form.

The Application for Exemption from Audit is presented in accordance with the requirements of the Colorado Office of the State Auditor, which differ from accounting principles generally accepted in the United States of America.

This report is intended solely for the information and use of the Colorado Office of the State Auditor and is not intended to be and should not be used by anyone other than this specified party.

We are not independent with respect to Upper Cottonwood Creek Metropolitan District No. 1.

Colorado Springs, Colorado
March 8, 2023

Certificate Of Completion

Envelope Id: 2A3E8E2E359441B696EA1170A561EDDB

Status: Completed

Subject: Complete with DocuSign: UCC MD - 2022 Audit Exemption - Need Board Sig.pdf

Client Name: UCC MD

Client Number: A515937

Source Envelope:

Document Pages: 10

Signatures: 4

Envelope Originator:

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Initials: 0

Lauryn Rodvold

AutoNav: Enabled

220 S 6th St Ste 300

Enveloped Stamping: Enabled

Minneapolis, MN 55402-1418

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Lauryn.Rodvold@claconnect.com

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Record Tracking

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Lauryn.Rodvold@claconnect.com

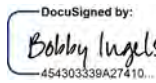
Signer Events

Bobby Ingels

bingels@norwood.dev

Security Level: Email, Account Authentication
(None)**Signature**

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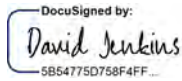
David Jenkins

djenkins@norwood.dev

Asst Sec.

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(None)

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Delroy Johnson

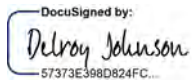
djohnson@norwood.dev

Director

Various Districts

Security Level: Email, Account Authentication
(None)

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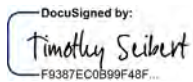
Timothy Seibert

tseibert@norwood.dev

President

Security Level: Email, Account Authentication
(None)

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/27/2023 8:12:03 PM
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Signing Complete	Security Checked	3/27/2023 8:59:01 PM
Completed	Security Checked	3/28/2023 10:55:57 AM
Payment Events	Status	Timestamps
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Consequences of changing your mind

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

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

Required hardware and software

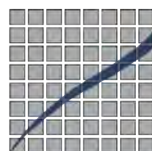
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

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

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



BiggsKofford

CERTIFIED PUBLIC ACCOUNTANTS

October 13, 2022

Upper Cottonwood Creek Metropolitan District No. 2

Board of Directors

Via email: seef.leroux@claconnect.com

We are pleased to confirm our understanding of the services we are to provide for Upper Cottonwood Creek Metropolitan District No. 2 ("District") as of and for the year ended December 31, 2022.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of the District as of and for the year ended December 31, 2022. Accounting principles generally accepted in the United States of America ("US GAAP") provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A") to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America ("US GAAS"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by US GAAP and will be subjected to certain limited procedures, but will not be audited:

- You have informed us that the MD&A will be omitted. Our report will be modified accordingly.

We have also been engaged to report on supplementary information ("SI") other than RSI that accompanies the District's financial statements, as applicable. We will subject the SI to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with US GAAS, and will provide an opinion on it in relation to the basic financial statements as a whole.

- Schedule(s) of revenues, expenditures, and changes in fund balances – budget and actual for governmental funds, as applicable

In connection with our audit of the basic financial statements, we will read any other information included with the financial statements and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

We understand that the following people or entities will use these financial statements for the enumerated purposes:

<u>USER</u>	<u>PURPOSE</u>
State of Colorado	To assist with regulatory oversight
Management	To provide assurance on the financial statements to enhance management decision-making
El Paso County	To aid in regulatory oversight

You agree that you will discuss the suitability of this presentation with us if you intend to submit these financial statements to other users or to any of the identified users for different purposes.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with US GAAP; and report on the fairness of the SI referred to above when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with US GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with US GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with US GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We may also request representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry.

If circumstances occur which, in our professional judgment, prevent us from completing the audit or forming opinions on the financial statements, we retain the right to withdraw from the engagement without issuing opinions or report, as permitted by our professional standards.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures – Internal Control

We will obtain an understanding of the District and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to you and those charged with governance any matters related to internal control that are required to be communicated under professional standards.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

Other Services

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with US GAAP with the oversight of those charged with governance.

Management is responsible for making drafts of the financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws and regulations.

With regard to including the auditor's report in an offering document, you agree that the aforementioned auditor's report, or reference to BiggsKofford, P.C., will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an offering document, including an agreement to provide permission or consent, will be a separate engagement.

You are responsible for the preparation of the SI in conformity with US GAAP. You agree to include our report on the SI in any document that contains, and indicates that we have reported on, the SI. You also agree to include the audited financial statements with any presentation of the SI that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for the presentation of the SI in accordance with US GAAP; (2) you believe the SI, including its form and content, is fairly presented in accordance with US GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the SI.

You agree to assume all management responsibilities for the other services listed above and any other non-attest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

You are responsible to notify us in advance of your intent to reproduce our report for any reason, in whole or in part, and to give us the opportunity to review any printed material containing our report before its issuance. Such notification does not constitute an acknowledgement on our part of any third party's intent to rely on the financial statements. With regard to financial statements published electronically or on your internet website(s), you understand that electronic sites are a means to reproduce and distribute information. We are not required to read the information contained in your sites, or to consider the consistency of other information in the electronic site with the original document.

You agree that you will not use our firm's name or the name of an employee of the firm in a communication containing a financial presentation without the written permission of our firm. If you do use our firm name or the name of an employee of the firm in a communication containing a financial presentation, you agree to include an "accountant's report" or a "disclaimer" on the financial presentation(s) which we specify. Further, you agree to provide us with printers' proofs or masters of any document that contains our firm name or the name of an employee of the firm and a financial presentation for our review and approval before printing/publishing of the document. You also agree to provide us with a copy of the final reproduced material that contains either our firm's name and/or the name of an employee of the firm and a financial presentation for our approval before it is distributed.

We value each and every one of our clients as well as each and every one of our employees. We have spent a great deal of time and resources to locate, train, and retain our employees. We respectfully request that you not solicit our employees to work for you. You agree that if you or your agents do hire one of our employees within three

months of when they last worked for BiggsKofford, we will be due a finder's fee equal to 50% of the greater of the annual salary they were earning as of their last day of employment or their starting salary with the District. Payment will be due within 10 days of your receipt of our invoice. To ensure that our independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement principal before entering into any substantive employment discussions with any of our personnel.

You understand that we provide clients with services specifically focused on identifying and addressing deficiencies in internal controls, and on searching for the existence of fraud within the entity. If you would like us to perform these services, we would be happy to discuss that opportunity with you. However, you acknowledge that those services are outside the scope of this engagement and are not included in the fees detailed below.

It is our policy to retain engagement documentation for a period of at least five years, after which time we may commence the process of destroying the contents of our engagement files. To the extent we accumulate any of your original records during the engagement, those documents will be returned to you promptly upon completion of the engagement. The balance of our engagement file, other than the compiled financial statement, which we will provide you at the conclusion of the engagement, is our property, and we will provide copies of such documents at our discretion and if compensated for any time and costs associated with the effort.

In the event we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony related to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our standard hourly rates for the time we expend in connection with such response, and to reimburse us for all related out-of-pocket costs incurred.

You and BiggsKofford, P.C. both agree that any dispute that may arise from this engagement will, prior to resorting to litigation, be submitted for mediation before the American Arbitration Association. Both parties further agree that any such mediation shall be administered within El Paso County Colorado and the results of any such mediation shall be binding upon agreement of each party to be bound. Further, both parties agree that any potential legal action between you and BiggsKofford, P.C. shall be resolved in El Paso County District Court according to Colorado law. Our engagement ends on delivery of our audit report and any claim made concerning our services will be limited to the fees charged for those services. You agree to indemnify, defend, and hold BiggsKofford and its owners, heirs, executors, personal representatives, successors, and assigns harmless from any liability and costs resulting from knowing misrepresentations by management.

This engagement letter is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by all parties.

We want you to clearly understand that this type of financial statement presentation is not designed for, and should not be used for, any purpose subject to regulation by the United States Securities and Exchange Commission ("SEC") or the securities division of any state.

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of BiggsKofford, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Colorado Office of the State Auditor or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of BiggsKofford, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to Colorado Office of the State Auditor or its designee. The Colorado Office of the State Auditor or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Braden Hammond is the engagement principal and is responsible for supervising the engagement and for signing the report or authorizing another individual to sign it.

Our fees for this engagement are not contingent on the results of our services. We estimate that our fees for these services will be \$4,100. You will also be billed for travel and other out-of-pocket expenses. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will keep you informed of any problems we encounter, and our fees will be adjusted accordingly. Our invoices for these fees will be rendered semi-monthly as work progresses and are payable on presentation. Any remaining balance will be due upon delivery of your financial statements. In accordance with our firm policies, work may be suspended if your account becomes overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment or for any other reason provided for in this letter, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenses through the date of the termination.

Reporting

We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the board of directors of the District. Circumstances may arise in which our report may differ from its expected content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report or, if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, **PLEASE INITIAL EACH PAGE, SIGN THE LAST PAGE**, and return a copy to us.

Sincerely,

BiggsKofford, P.C.

BiggsKofford, P.C.

RESPONSE:

This letter correctly sets forth the understanding of Upper Cottonwood Creek Metropolitan District No. 2.

DocuSigned by:
 Officer signature: Tim Seibert Title: President Date: 2/16/2023
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OFFICE OF THE STATE AUDITOR • LOCAL GOVERNMENT AUDIT DIVISION

KERRI L. HUNTER, CPA, CFE • STATE AUDITOR

Request for Extension of Time to File Audit for Year End December 31, 2022 ONLY

Requests may be submitted via internet portal: <https://apps.leg.co.gov/osa/lg>.

Government Name:	Upper Cottonwood Creek Metropolitan District No. 3
Name of Contact:	Robert Lange
Address:	121 S Tejon Suite 1100
City/Zip Code	Colorado Springs, 80903
Phone Number:	719-635-0330
E-mail	Rob.Lange@claconnect.com
Fiscal Year Ending (mm/dd/yyyy):	12/31/2022
Amount of Time Requested (in days): (Not to exceed 60 calendar days)	60 days Audit Due: September 30, 2023
Comments (optional):	

I understand that if the audit is not submitted within the approved extension of time, the government named in the extension request will be considered in default without further notice, and the State Auditor shall take further action as prescribed by Section 29-1-606(5)(b), C.R.S.

Must be signed by a member of the governing board.

Signature	DocuSigned by: F0387EC0B99E48E...
Printed Name:	Tim Seibert
Title:	District Board Member
Date:	July 19, 2023

Certificate Of Completion

Envelope Id: E5CC7A28DCC94E6A9C7777792A5E4771

Status: Completed

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Client Number: A522123

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Envelope Originator:

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Natalie Herschberg

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220 S 6th St Ste 300

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Minneapolis, MN 55402-1418

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Natalie.Herschberg@claconnect.com

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Holder: Natalie Herschberg

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Natalie.Herschberg@claconnect.com

Signer Events

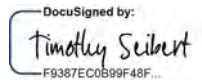
Timothy Seibert

tseibert@norwood.dev

President

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



F9387EC0B99F48F...

Signature Adoption: Pre-selected Style

Using IP Address: 38.75.248.16

Timestamp

Sent: 7/19/2023 12:25:30 PM

Viewed: 7/20/2023 9:56:06 AM

Signed: 7/20/2023 9:56:18 AM

Electronic Record and Signature Disclosure:

Accepted: 7/20/2023 9:56:06 AM

ID: bcffe1b4-922f-4693-bf2a-bd36fe705f20

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

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7/20/2023 9:56:18 AM

Completed

Security Checked

7/20/2023 9:56:18 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CliftonLarsonAllen LLP

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

To withdraw your consent with CliftonLarsonAllen LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

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

Required hardware and software

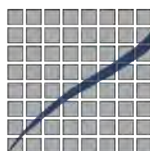
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

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

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

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



BiggsKofford

CERTIFIED PUBLIC ACCOUNTANTS

October 13, 2022

Upper Cottonwood Creek Metropolitan District No. 4

Board of Directors

Via email: seef.leroux@claconnect.com

We are pleased to confirm our understanding of the services we are to provide for Upper Cottonwood Creek Metropolitan District No. 4 ("District") as of and for the year ended December 31, 2022.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of the District as of and for the year ended December 31, 2022. Accounting principles generally accepted in the United States of America ("US GAAP") provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A") to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America ("US GAAS"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by US GAAP and will be subjected to certain limited procedures, but will not be audited:

- You have informed us that the MD&A will be omitted. Our report will be modified accordingly.

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- Schedule(s) of revenues, expenditures, and changes in fund balances – budget and actual for governmental funds, as applicable

In connection with our audit of the basic financial statements, we will read any other information included with the financial statements and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

We understand that the following people or entities will use these financial statements for the enumerated purposes:

<u>USER</u>	<u>PURPOSE</u>
State of Colorado	To assist with regulatory oversight
Management	To provide assurance on the financial statements to enhance management decision-making
El Paso County	To aid in regulatory oversight

You agree that you will discuss the suitability of this presentation with us if you intend to submit these financial statements to other users or to any of the identified users for different purposes.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with US GAAP; and report on the fairness of the SI referred to above when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with US GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with US GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with US GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We may also request representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry.

If circumstances occur which, in our professional judgment, prevent us from completing the audit or forming opinions on the financial statements, we retain the right to withdraw from the engagement without issuing opinions or report, as permitted by our professional standards.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures – Internal Control

We will obtain an understanding of the District and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to you and those charged with governance any matters related to internal control that are required to be communicated under professional standards.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

Other Services

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with US GAAP with the oversight of those charged with governance.

Management is responsible for making drafts of the financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws and regulations.

With regard to including the auditor's report in an offering document, you agree that the aforementioned auditor's report, or reference to BiggsKofford, P.C., will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an offering document, including an agreement to provide permission or consent, will be a separate engagement.

You are responsible for the preparation of the SI in conformity with US GAAP. You agree to include our report on the SI in any document that contains, and indicates that we have reported on, the SI. You also agree to include the audited financial statements with any presentation of the SI that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for the presentation of the SI in accordance with US GAAP; (2) you believe the SI, including its form and content, is fairly presented in accordance with US GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the SI.

You agree to assume all management responsibilities for the other services listed above and any other non-attest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

You are responsible to notify us in advance of your intent to reproduce our report for any reason, in whole or in part, and to give us the opportunity to review any printed material containing our report before its issuance. Such notification does not constitute an acknowledgement on our part of any third party's intent to rely on the financial statements. With regard to financial statements published electronically or on your internet website(s), you understand that electronic sites are a means to reproduce and distribute information. We are not required to read the information contained in your sites, or to consider the consistency of other information in the electronic site with the original document.

You agree that you will not use our firm's name or the name of an employee of the firm in a communication containing a financial presentation without the written permission of our firm. If you do use our firm name or the name of an employee of the firm in a communication containing a financial presentation, you agree to include an "accountant's report" or a "disclaimer" on the financial presentation(s) which we specify. Further, you agree to provide us with printers' proofs or masters of any document that contains our firm name or the name of an employee of the firm and a financial presentation for our review and approval before printing/publishing of the document. You also agree to provide us with a copy of the final reproduced material that contains either our firm's name and/or the name of an employee of the firm and a financial presentation for our approval before it is distributed.

We value each and every one of our clients as well as each and every one of our employees. We have spent a great deal of time and resources to locate, train, and retain our employees. We respectfully request that you not solicit our employees to work for you. You agree that if you or your agents do hire one of our employees within three

months of when they last worked for BiggsKofford, we will be due a finder's fee equal to 50% of the greater of the annual salary they were earning as of their last day of employment or their starting salary with the District. Payment will be due within 10 days of your receipt of our invoice. To ensure that our independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement principal before entering into any substantive employment discussions with any of our personnel.

You understand that we provide clients with services specifically focused on identifying and addressing deficiencies in internal controls, and on searching for the existence of fraud within the entity. If you would like us to perform these services, we would be happy to discuss that opportunity with you. However, you acknowledge that those services are outside the scope of this engagement and are not included in the fees detailed below.

It is our policy to retain engagement documentation for a period of at least five years, after which time we may commence the process of destroying the contents of our engagement files. To the extent we accumulate any of your original records during the engagement, those documents will be returned to you promptly upon completion of the engagement. The balance of our engagement file, other than the compiled financial statement, which we will provide you at the conclusion of the engagement, is our property, and we will provide copies of such documents at our discretion and if compensated for any time and costs associated with the effort.

In the event we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony related to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our standard hourly rates for the time we expend in connection with such response, and to reimburse us for all related out-of-pocket costs incurred.

You and BiggsKofford, P.C. both agree that any dispute that may arise from this engagement will, prior to resorting to litigation, be submitted for mediation before the American Arbitration Association. Both parties further agree that any such mediation shall be administered within El Paso County Colorado and the results of any such mediation shall be binding upon agreement of each party to be bound. Further, both parties agree that any potential legal action between you and BiggsKofford, P.C. shall be resolved in El Paso County District Court according to Colorado law. Our engagement ends on delivery of our audit report and any claim made concerning our services will be limited to the fees charged for those services. You agree to indemnify, defend, and hold BiggsKofford and its owners, heirs, executors, personal representatives, successors, and assigns harmless from any liability and costs resulting from knowing misrepresentations by management.

This engagement letter is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by all parties.

We want you to clearly understand that this type of financial statement presentation is not designed for, and should not be used for, any purpose subject to regulation by the United States Securities and Exchange Commission ("SEC") or the securities division of any state.

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of BiggsKofford, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Colorado Office of the State Auditor or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of BiggsKofford, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to Colorado Office of the State Auditor or its designee. The Colorado Office of the State Auditor or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Braden Hammond is the engagement principal and is responsible for supervising the engagement and for signing the report or authorizing another individual to sign it.

Our fees for this engagement are not contingent on the results of our services. We estimate that our fees for these services will be \$4,100. You will also be billed for travel and other out-of-pocket expenses. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will keep you informed of any problems we encounter, and our fees will be adjusted accordingly. Our invoices for these fees will be rendered semi-monthly as work progresses and are payable on presentation. Any remaining balance will be due upon delivery of your financial statements. In accordance with our firm policies, work may be suspended if your account becomes overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment or for any other reason provided for in this letter, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenses through the date of the termination.

Reporting

We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the board of directors of the District. Circumstances may arise in which our report may differ from its expected content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report or, if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, **PLEASE INITIAL EACH PAGE, SIGN THE LAST PAGE**, and return a copy to us.

Sincerely,

BiggsKofford, P.C.

BiggsKofford, P.C.

RESPONSE:

This letter correctly sets forth the understanding of Upper Cottonwood Creek Metropolitan District No. 4.

DocuSigned by:
 Officer signature: Tim Seibert Title: President Date: 2/16/2023
F9387EC0B99F48F...

APPLICATION FOR EXEMPTION FROM AUDIT

SHORT FORM

NAME OF GOVERNMENT	Upper Cottonwood Creek Metropolitan District No. 5	For the Year Ended 12/31/22 or fiscal year ended:
ADDRESS	121 South Tejon Street	
	Suite 1100	
	Colorado Springs, CO 80903	
CONTACT PERSON	Carrie Bartow	
PHONE	719-635-0330	
EMAIL	Carrie.Bartow@claconnect.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:	Carrie Bartow
TITLE	Accountant for the District
FIRM NAME (if applicable)	CliftonLarsonAllen LLP
ADDRESS	121 South Tejon Street, Suite 1100, Colorado Springs, CO 80903
PHONE	719-635-0330
DATE PREPARED	8-Mar-23

PREPARER (SIGNATURE REQUIRED)

SEE ATTACHED ACCOUNTANT'S COMPILATION REPORT

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

PART 2 - REVENUE

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

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

PART 3 - EXPENDITURES/EXPENSES

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

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

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; height: 20px; width: 600px; margin-top: 5px;"></div>	<input type="checkbox"/>	<input checked="" type="checkbox"/>																																								
4-3	Is the entity current in its debt service payments? If no, MUST explain: <div style="border: 1px solid black; height: 20px; width: 600px; margin-top: 5px;"></div>	<input type="checkbox"/>	<input checked="" type="checkbox"/>																																								
4-4	Please complete the following debt schedule, if applicable: (please only include principal amounts)(enter all amount as positive numbers)																																										
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 45%;"></th> <th style="width: 15%; text-align: center;">Outstanding at end of prior year*</th> <th style="width: 15%; text-align: center;">Issued during year</th> <th style="width: 15%; text-align: center;">Retired during year</th> <th style="width: 15%; text-align: center;">Outstanding at year-end</th> </tr> </thead> <tbody> <tr> <td>General obligation bonds</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Revenue bonds</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Notes/Loans</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Lease Liabilities</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Developer Advances</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Other (specify):</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>TOTAL</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> </tr> </tbody> </table>		Outstanding at end of prior year*	Issued during year	Retired during year	Outstanding at year-end	General obligation bonds	\$ -	\$ -	\$ -	\$ -	Revenue bonds	\$ -	\$ -	\$ -	\$ -	Notes/Loans	\$ -	\$ -	\$ -	\$ -	Lease Liabilities	\$ -	\$ -	\$ -	\$ -	Developer Advances	\$ -	\$ -	\$ -	\$ -	Other (specify):	\$ -	\$ -	\$ -	\$ -	TOTAL	\$ -	\$ -	\$ -	\$ -		
	Outstanding at end of prior year*	Issued during year	Retired during year	Outstanding at year-end																																							
General obligation bonds	\$ -	\$ -	\$ -	\$ -																																							
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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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes:	How much? Date the debt was authorized:		
	\$ 63,000,000.00 5/2/2006		
4-6	Does the entity intend to issue debt within the next calendar year?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes:	How much?		
	\$ -		
4-7	Does the entity have debt that has been refinanced that it is still responsible for?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes:	What is the amount outstanding?		
	\$ -		
4-8	Does the entity have any lease agreements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes:	What is being leased?		
	What is the original date of the lease?		
	Number of years of lease?		
	Is the lease subject to annual appropriation?	<input type="checkbox"/>	<input type="checkbox"/>
	What are the annual lease payments?		
	\$ -		

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

Please answer the following 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 type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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

The District had no cash or investment deposits during the year.

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?

☐☒

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:

☐☒

The district has no capital assets

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?

☐☒

7-2 Does the entity have a volunteer firefighters' pension plan?

☐☒

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.?

☒☐☐

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

☒☐☐

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

Governmental/Proprietary Fund Name	Total Appropriations By Fund
General fund	\$ 1

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)]? <small>Note: An election to exempt the government from the spending limitations of TABOR does not exempt the government from the 3 percent emergency reserve requirement. All governments should determine if they meet this requirement of TABOR.</small>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If no, MUST explain:

PART 10 - GENERAL INFORMATION

Please answer the following questions by marking in the appropriate boxes.		Yes	No
10-1	Is this application for a newly formed governmental entity?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes:	Date of formation: <input type="text"/>		
10-2	Has the entity changed its name in the past or current year?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes:	Please list the NEW name & PRIOR name: <input type="text"/>		
10-3	Is the entity a metropolitan district? Please indicate what services the entity provides: <input type="text"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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: <input type="text"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10-5	Has the district filed a <i>Title 32, Article 1 Special District Notice of Inactive Status</i> during If yes: Date Filed: <input type="text"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10-6	Does the entity have a certified Mill Levy?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes:	Please provide the following <u>mills</u> levied for the year reported (do not report \$ amounts):		
	Bond Redemption mills	<input type="text" value="-"/>	
	General/Other mills	<input type="text" value="20.000"/>	
	Total mills	<input type="text" value="20.000"/>	

Please use this space to provide any explanations or comments:

10-3: Streets, traffic and safety, water, sanitary sewer, parks and recreation, and television relay and translation.
10-4: Under the Service Plan, the District operates in conjunction with Old Ranch Metropolitan District, Upper Cottonwood Creek Metropolitan District, and Upper Cottonwood Creek Metropolitan District Nos. 2, 3, and 4. Old Ranch Metropolitan District is the management district, while the other Districts are financing districts.

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	Timothy Seibert	I Timothy Seibert , 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: <u>3/27/2023</u> My term Expires: May 2025
Board Member 2	Delory Johnson	I Delory Johnson , 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: <u>3/28/2023</u> My term Expires: May 2023
Board Member 3	David Jenkins	I David Jenkins , 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: <u>3/28/2023</u> My term Expires: May 2025
Board Member 4	Christopher Jenkins	I Christopher Jenkins , 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: May 2023
Board Member 5	Bobby Ingels	I Bobby Ingels, 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: <u>3/28/2023</u> My term Expires: May 2025
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: _____



CliftonLarsonAllen LLP

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Greenwood Village, CO 80111

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CLAAconnect.com

Accountant's Compilation Report

Board of Directors
Upper Cottonwood Creek Metropolitan District No. 5
El Paso, Colorado

Management is responsible for the accompanying Application for Exemption from Audit of Upper Cottonwood Creek Metropolitan District No. 5 as of and for the year ended December 31, 2022, included in the accompanying prescribed form. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit or review the financial statements included in the accompanying prescribed form nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on the financial statements included in the accompanying prescribed form.

The Application for Exemption from Audit is presented in accordance with the requirements of the Colorado Office of the State Auditor, which differ from accounting principles generally accepted in the United States of America.

This report is intended solely for the information and use of the Colorado Office of the State Auditor and is not intended to be and should not be used by anyone other than this specified party.

We are not independent with respect to Upper Cottonwood Creek Metropolitan District No. 5.

Colorado Springs, Colorado
March 8, 2023

Certificate Of Completion

Envelope Id: 62EAE3B23F8D42158907EB116B01B155

Status: Completed

Subject: Complete with DocuSign: UCC #5 - 2022 Audit Exemption - Need Board Sig.pdf

Client Name: UCC #5

Client Number: A517860

Source Envelope:

Document Pages: 8

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Lauryn Rodvold

AutoNav: Enabled

220 S 6th St Ste 300

Envelopeld Stamping: Enabled

Minneapolis, MN 55402-1418

Time Zone: (UTC-06:00) Central Time (US & Canada)

Lauryn.Rodvold@claconnect.com

IP Address: 73.34.126.73

Record Tracking

Status: Original

Holder: Lauryn Rodvold

Location: DocuSign

3/27/2023 7:58:39 PM

Lauryn.Rodvold@claconnect.com

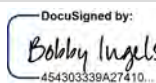
Signer Events

Bobby Ingels

bingels@norwood.dev

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



454303339A27410...

Timestamp

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Viewed: 3/28/2023 10:37:40 AM

Signed: 3/28/2023 10:38:15 AM

Signature Adoption: Pre-selected Style

Using IP Address: 38.75.248.16

Electronic Record and Signature Disclosure:

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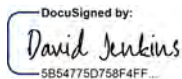
David Jenkins

djenkins@norwood.dev

Asst Sec.

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Viewed: 3/28/2023 9:34:49 AM

Signed: 3/28/2023 9:35:07 AM

Signature Adoption: Pre-selected Style

Using IP Address: 50.200.202.186

Electronic Record and Signature Disclosure:

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Delroy Johnson

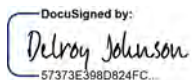
djohnson@norwood.dev

Director

Various Districts

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signed: 3/28/2023 8:57:54 AM

Signature Adoption: Pre-selected Style

Using IP Address: 38.75.248.16

Electronic Record and Signature Disclosure:

Accepted: 3/28/2023 8:57:36 AM

ID: 2935d386-1999-429c-85b3-9c491fdf33ac

Timothy Seibert

tseibert@norwood.dev

President

Security Level: Email, Account Authentication
(None)

DocuSigned by:



F9387EC0B99F48F...

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Viewed: 3/27/2023 8:59:27 PM

Signed: 3/27/2023 8:59:37 PM

Signature Adoption: Pre-selected Style

Using IP Address: 98.245.13.57

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/27/2023 8:11:11 PM
Envelope Updated	Security Checked	3/28/2023 10:56:20 AM
Certified Delivered	Security Checked	3/27/2023 8:59:27 PM
Signing Complete	Security Checked	3/27/2023 8:59:37 PM
Completed	Security Checked	3/28/2023 10:56:20 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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To advise CliftonLarsonAllen LLP of your new email address

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

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

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- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.