

LAKE BLUFF METROPOLITAN DISTRICT NO. 1

Financial Statements

Year Ended December 31, 2023

with

Independent Auditor's Report

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# HIRATSUKA & ASSOCIATES, L.L.P.

CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS ADVISORS

## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors  
Lake Bluff Metropolitan District No. 1  
Weld County, Colorado

### **Opinion**

We have audited the accompanying financial statements of the governmental activities and each major fund of the Lake Bluff Metropolitan District No. 1 (the District) as of and for the year ended December 31, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District, as of December 31, 2023, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Basis for Opinion**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Responsibilities of Management for the Financial Statements**

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate 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 twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### **Auditor's Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. 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 generally accepted auditing standards will always detect a material misstatement when it exists. 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, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, 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.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### **Required Supplementary Information**

Management has not presented Management's Discussion and Analysis. Such missing information, although not a part of the basic financial statements, is required by GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by the missing information.

### **Supplementary Information**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Supplemental Information as listed in the table of contents is presented for the purpose of additional analysis and was not a required part of the financial statements.

The Supplemental Information is the responsibility of management and is derived from and related directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the 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 the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Hiratsuka & Associates, LLP*

September 29, 2024  
Wheat Ridge, Colorado

**LAKE BLUFF METROPOLITAN DISTRICT NO. 1**

BALANCE SHEET/STATEMENT OF NET POSITION  
GOVERNMENTAL FUNDS  
December 31, 2023

	<u>General</u>	<u>Capital Projects</u>	<u>Total</u>	<u>Adjustments</u>	<u>Statement of Net Position</u>
<b>ASSETS</b>					
Cash and investments	\$ 18,083	\$ -	\$ 18,083	\$ -	\$ 18,083
Cash and investments - restricted	17,082	-	17,082	-	17,082
Receivable District 2	563,716	1,744,921	2,308,637	-	2,308,637
Receivable District 3	1	-	1	-	1
Prepaid expenses	9,355	-	9,355	-	9,355
Capital assets not being depreciated	-	-	-	29,150,016	29,150,016
Total Assets	<u>\$ 608,237</u>	<u>\$ 1,744,921</u>	<u>\$ 2,353,158</u>	<u>29,150,016</u>	<u>31,503,174</u>
<b>LIABILITIES</b>					
Accounts Payable	\$ 10,595	\$ 992,541	\$ 1,003,136	-	1,003,136
Retainage payable	-	752,380	752,380	-	752,380
Long-term liabilities:					
Due in more than one year	-	-	-	18,246	18,246
Total Liabilities	<u>10,595</u>	<u>1,744,921</u>	<u>1,755,516</u>	<u>18,246</u>	<u>1,773,762</u>
<b>FUND BALANCES/NET POSITION</b>					
Fund balances:					
Nonspendable:					
Prepays	9,355	-	9,355	(9,355)	-
Restricted:					
Emergencies	17,082	-	17,082	(17,082)	-
Assigned					
Subsequent year's expenditures	<u>571,205</u>	<u>-</u>	<u>571,205</u>	<u>(571,205)</u>	<u>-</u>
Total Fund Balances	<u>597,642</u>	<u>-</u>	<u>597,642</u>	<u>(597,642)</u>	<u>-</u>
Total Liabilities and Fund Balances	<u>\$ 608,237</u>	<u>\$ 1,744,921</u>	<u>\$ 2,353,158</u>		
Net Position:					
Net investment in capital assets				29,150,016	29,150,016
Restricted for:					
Emergencies				17,082	17,082
Unrestricted				<u>562,314</u>	<u>562,314</u>
Total Net Position (Deficit)				<u>\$ 29,729,412</u>	<u>\$ 29,729,412</u>

The notes to the financial statements are an integral part of these statements.

**LAKE BLUFF METROPOLITAN DISTRICT NO. 1**

STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES/STATEMENT OF ACTIVITIES  
GOVERNMENTAL FUNDS

For the Year Ended December 31, 2023

	<u>General</u>	<u>Capital Project</u>	<u>Total</u>	<u>Adjustments</u>	<u>Statement of Activities</u>
<b>EXPENDITURES</b>					
Accounting	\$ 37,347	\$ -	\$ 37,347	\$ -	\$ 37,347
Insurance	10,473	-	10,473	-	10,473
Legal	103,081	-	103,081	-	103,081
Elections	264	-	264	-	264
District management	24,263	-	24,263	-	24,263
Miscellaneous	255	-	255	-	255
Director's Fees	1,100	-	1,100	-	1,100
Capital expenditures	-	16,955,271	16,955,271	(16,955,271)	-
Interest on developer advances - operations	-	-	-	1,191	1,191
	<u>176,783</u>	<u>16,955,271</u>	<u>17,132,054</u>	<u>(16,954,080)</u>	<u>177,974</u>
<b>GENERAL REVENUES</b>					
Transfer from District 2	<u>546,137</u>	<u>16,955,271</u>	<u>17,501,408</u>	<u>-</u>	<u>17,501,408</u>
Total General Revenues	<u>546,137</u>	<u>16,955,271</u>	<u>17,501,408</u>	<u>-</u>	<u>17,501,408</u>
<b>NET CHANGES IN FUND BALANCES</b>	369,354	-	369,354	(369,354)	
<b>CHANGES IN NET POSITION</b>				17,323,434	17,323,434
<b>FUND BALANCES/NET POSITION</b>					
BEGINNING OF YEAR	<u>228,288</u>	<u>-</u>	<u>228,288</u>	<u>12,177,690</u>	<u>12,405,978</u>
END OF YEAR	<u>\$ 597,642</u>	<u>\$ -</u>	<u>\$ 597,642</u>	<u>\$ 29,131,770</u>	<u>\$ 29,729,412</u>

The notes to the financial statements are an integral part of these statements.

**LAKE BLUFF METROPOLITAN DISTRICT NO. 1**

STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL -  
GENERAL FUND

For the Year Ended December 31, 2023

	Original & Final <u>Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
<b>REVENUES</b>			
Transfer from District 2	\$ 560,705	\$ 546,137	\$ (14,568)
Total Revenues	<u>560,705</u>	<u>546,137</u>	<u>(14,568)</u>
<b>EXPENDITURES</b>			
Accounting	15,000	37,347	(22,347)
Insurance	15,000	10,473	4,527
Legal	45,500	103,081	(57,581)
Elections	5,000	264	4,736
District management	20,000	24,263	(4,263)
Miscellaneous	-	255	(255)
Director's Fees	-	1,100	(1,100)
Contingency	780,110	-	780,110
Emergency Reserve	16,821	-	16,821
Total Expenditures	<u>897,431</u>	<u>176,783</u>	<u>720,648</u>
<b>NET CHANGE IN FUND BALANCE</b>	(336,726)	369,354	706,080
<b>FUND BALANCE:</b>			
BEGINNING OF YEAR	<u>336,726</u>	<u>228,288</u>	<u>(108,438)</u>
END OF YEAR	<u>\$ -</u>	<u>\$ 597,642</u>	<u>\$ 597,642</u>

The notes to the financial statements are an integral part of these statements.

# LAKE BLUFF METROPOLITAN DISTRICT NO. 1

## Notes to Financial Statements December 31, 2023

### Note 1: Summary of Significant Accounting Policies

The accounting policies of the Lake Bluff Metropolitan District No. 1 (the “District”), located in Weld County, Colorado, conform to the accounting principles generally accepted in the United States of America (“GAAP”) as applicable to governmental units. The Governmental Accounting Standards Board (“GASB”) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The following is a summary of the more significant policies consistently applied in the preparation of financial statements.

#### Definition of Reporting Entity

The District was organized on December 10, 2018 (“Organization Date”) as a quasi-municipal corporation and political subdivision established under the State of Colorado Special District Act in accordance with a service plan approved by the City of Greeley (“City”) on September 4, 2018 (“Service Plan”). The District, together with Lake Bluff Metropolitan District No. 2 (“District No. 2”) and Lake Bluff Metropolitan District No. 3 (“District No. 3”, together with District No. 2 and the District, the “Districts”), were established to provide for the planning, design, financing, acquisition, construction, installation, operation, maintenance, repair and replacement of street, traffic and safety protection, water, sanitation, mosquito control, park and recreation, and solid waste disposal improvements and facilities within the boundaries of the District to serve the future taxpayers and inhabitants of the District, subject to the limitations set forth in the District’s Service Plan. The District’s Service Plan (as well as the service plans for District No. 2 and District No. 3) requires all property classified as "commercial" to be located in a district which contains commercial property (in the case of the Districts, District No. 2) and all property classified as "residential" to be located in a district which contains residential property (in the case of the Districts, District No. 3). The District serves as the coordinating District, and manages operations and construction of assets for the Districts. The District's primary source of revenues will be transfers from District No. 2 and No. 3 of bond funds and property taxes. The District is governed by an elected Board of Directors.

As required by GAAP, these financial statements present the activities of the District, which is legally separate and financially independent of other state and local governments. The District follows the GASB pronouncements, which provide guidance for determining which governmental activities, organizations and functions should be included within the financial reporting entity. GASB sets forth the financial accountability of a governmental organization’s elected governing body as the basic criterion for including a possible component governmental organization in a primary government’s legal entity. Financial accountability includes, but is not limited to, appointment of a voting majority of the organization’s governing body, ability to impose its will on the organization, a potential for the organization to provide specific financial benefits or burdens and fiscal dependency. The pronouncements also require including a possible component unit if it would be misleading to exclude it.

The District is not financially accountable for any other organization. The District has no component units as defined by the GASB.



# LAKE BLUFF METROPOLITAN DISTRICT NO. 1

## Notes to Financial Statements December 31, 2023

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

### Basis of Presentation

The accompanying financial statements are presented per GASB Statement No. 34 - Special Purpose Governments.

The government-wide financial statements (i.e. the governmental funds balance sheet/statement of net position and the governmental funds statement of revenues, expenditures, and changes in fund balances/statement of activities) report information on all of the governmental activities of the District. The statement of net position reports all financial and capital resources of the District. The difference between the (a) assets and deferred outflows of resources and the (b) liabilities and deferred inflows of resources of the District is reported as net position. The statement of activities demonstrates the degree to which expenditures/expenses of the governmental funds are supported by general revenues. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct and indirect expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Major individual governmental funds are reported as separate columns in the fund financial statements.

### Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Property taxes are recognized as revenues in the year in which they are collected.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. The material sources of revenue subject to accrual are property taxes and interest. Expenditures, other than interest on long-term obligations, are recorded when the liability is incurred or the long-term obligation is paid.

# LAKE BLUFF METROPOLITAN DISTRICT NO. 1

## Notes to Financial Statements December 31, 2023

The District reports the following major governmental funds:

General Fund - The General Fund is the general operating fund of the District. It is used to account for all financial resources not accounted for and reported in another fund.

Capital Projects Fund – The Capital Projects Fund is used to account for all financial resources that are restricted, committed or assigned to expenditures for capital outlays, including the acquisition or construction of capital facilities and other assets.

### Budgetary Accounting

Budgets are adopted on a non-GAAP basis for the governmental funds. In accordance with the State Budget Law of Colorado, the District's Board of Directors holds public hearings in the fall of each year to approve the budget and appropriate the funds for the ensuing year. The District's Board of Directors can modify the budget by line item within the total appropriation without notification. The appropriation can only be modified upon completion of notification and publication requirements. The budget includes each fund on its basis of accounting unless otherwise indicated. The appropriation is at the total fund expenditures level and lapses at year end.

### Assets, Liabilities and Net Position

#### Fair Value of Financial Instruments

The District's financial instruments include cash and investments, accounts receivable and accounts payable. The District estimates that the fair value of all financial instruments at December 31, 2023, does not differ materially from the aggregate carrying values of its financial instruments recorded in the accompanying balance sheet. The carrying amount of these financial instruments approximates fair value because of the short maturity of these instruments.

### Deposits and Investments

The District's cash and investments are considered to be cash on hand and short-term investments with maturities of three months or less from the date of acquisition. Investments for the government are reported at fair value.

The District follows the practice of pooling cash and investments of all funds to maximize investment earnings. Except when required by trust or other agreements, all cash is deposited to and disbursed from a minimum number of bank accounts. Cash in excess of immediate operating requirements is pooled for deposit and investment flexibility. Investment earnings are allocated periodically to the participating funds based upon each fund's average equity balance in the total cash.

### Estimates

The preparation of these financial statements in conformity with GAAP requires the District management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

# LAKE BLUFF METROPOLITAN DISTRICT NO. 1

## Notes to Financial Statements December 31, 2023

### Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The District has no items that qualify for reporting in this category.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The District has no items that qualify for reporting in this category.

### 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 30 or if in equal installments, at the taxpayers' election, in February and June. Delinquent taxpayers are notified in July or August and the sales of the resultant tax liens on delinquent properties are generally held in November or December. The County Treasurer remits the taxes collected monthly to the District.

Property taxes, net of estimated uncollectible taxes, are recorded initially as deferred inflows in the year they are levied and measurable since they are not normally available nor are they budgeted as a resource until the subsequent year. The deferred property taxes are recorded as revenue in the subsequent year when they are available or collected. The District did not certify a mill levy for 2023.

### Capital Assets

Capital assets, which include property, plant, equipment and infrastructure assets (e.g. roads, bridges, sidewalks, and similar items), are reported in the applicable governmental activities columns in the government-wide financial statements. Capital assets are defined by the District as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the assets or materially extend the life of the asset are not capitalized. Improvements are capitalized and depreciated over the remaining useful lives of the related fixed assets, as applicable using the straight-line method. Depreciation on property that will remain assets of the District is reported on the Statement of Activities as a current charge. Improvements that will be conveyed to other governmental entities are classified as construction in progress and are not depreciated. Land and certain landscaping improvements are not depreciated.

# LAKE BLUFF METROPOLITAN DISTRICT NO. 1

## Notes to Financial Statements December 31, 2023

### Long-Term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities.

### Fund Equity

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. Because circumstances differ among governments, not every government or every governmental fund will present all of these components. The following classifications make the nature and extent of the constraints placed on a government's fund balance more transparent:

### Nonspendable Fund Balance

Nonspendable fund balance includes amounts that cannot be spent because they are either not spendable in form (such as inventory or prepaids) or are legally or contractually required to be maintained intact. The balance in the General Fund represents prepaid insurance.

### Restricted Fund Balance

The restricted fund balance includes amounts restricted for a specific purpose by external parties such as grantors, bondholders, constitutional provisions or enabling legislation.

The restricted fund balance in the General Fund represents Emergency Reserves that have been provided as required by Article X, Section 20 of the Constitution of the State of Colorado. A total of \$17,082 of the General Fund balance has been reserved in compliance with this requirement.

### Committed Fund Balance

The portion of fund balance that can only be used for specific purposes pursuant to constraints imposed by a formal action of the government's highest level of decision-making authority, the Board of Directors. The constraint may be removed or changed only through formal action of the Board of Directors.

### Assigned Fund Balance

Assigned fund balance includes amounts the District intends to use for a specific purpose. Intent can be expressed by the District's Board of Directors or by an official or body to which the Board of Directors delegates the authority.

The assigned fund balance in the General Fund represents the amount appropriated for use in the budget for the year ending December 31, 2024.

### Unassigned Fund Balance

Unassigned fund balance includes amounts that are available for any purpose. Positive amounts are reported only in the General Fund, all funds can report negative amounts.

LAKE BLUFF METROPOLITAN DISTRICT NO. 1

Notes to Financial Statements  
December 31, 2023

Net Position

Net Position represents the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. The District can report three categories of net position, as follows:

Net investment in capital assets – consists of net capital assets, reduced by outstanding balances of any related debt obligations and deferred inflows of resources attributable to the acquisition, construction, or improvement of those assets and increased by balances of deferred outflows of resources related to those assets.

Restricted net position – net position is considered restricted if their use is constrained to a particular purpose. Restrictions are imposed by external organizations such as federal or state laws. Restricted net position is reduced by liabilities and deferred inflows of resources related to the restricted assets.

Unrestricted net position – consists of all other net position that does not meet the definition of the above two components and is available for general use by the District.

When an expense is incurred for purposes for which both restricted and unrestricted net position are available, the District will use the most restrictive net position first.

Note 2: Cash and Investments

As of December 31, 2023, cash and investments is classified in the accompanying financial statements as follows:

Statement of Net Position:	
Cash and investments	\$ 18,083
Cash and investments - restricted	<u>17,082</u>
Total	\$ <u>35,165</u>

Cash and investments as of December 31, 2023, consist of the following:

Financial institutions	\$ <u>35,165</u>
	\$ <u>35,165</u>

# LAKE BLUFF METROPOLITAN DISTRICT NO. 1

## Notes to Financial Statements December 31, 2023

### Deposits

#### Custodial Credit Risk

The Colorado Public Deposit Protection Act, (“PDPA”) requires that all units of local government deposit cash in eligible public depositories. State regulators determine eligibility. Amounts on deposit in excess of federal insurance levels must be collateralized. The eligible collateral is determined by the PDPA. PDPA allows the institution to create a single collateral pool for all public funds. The pool is to be maintained by another institution or held in trust for all the uninsured public deposits as a group. The market value of the collateral must be at least equal to 102% of the aggregate uninsured deposits. The State Commissioners for banks and financial services are required by statute to monitor the naming of eligible depositories and reporting of the uninsured deposits and assets maintained in the collateral pools.

The District follows state statutes for deposits. None of the District’s deposits were exposed to custodial credit risk.

### Investments

#### Credit Risk

The District has elected to follow state statutes for investments. Colorado statutes specify the types of investments meeting defined rating and risk criteria in which local governments may invest. These investments include obligations of the United States and certain U.S. Government agency entities, certain money market funds, guaranteed investment contracts, and local government investment pools.

#### Custodial and Concentration of Credit Risk

None of the District’s investments are subject to custodial or concentration of credit risk.

#### Interest Rate Risk

Colorado revised statutes limit investment maturities to five years or less unless formally approved by the Board of Directors.

#### Investment Valuation

Certain investments are measured at fair value within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

As of December 31, 2023, the District had no investments.

LAKE BLUFF METROPOLITAN DISTRICT NO. 1

Notes to Financial Statements  
December 31, 2023

Note 3: Capital Assets

An analysis of the changes in capital assets for the year ended December 31, 2023 follows:

	Balance 1/1/2023	Additions	Deletions	Balance 12/31/2023
Governmental Type Activities:				
Capital assets not being depreciated:				
Construction in progress	\$ 12,194,745	\$ 16,955,271	\$ -	\$ 29,150,016

Upon completion and acceptance, all fixed assets will be conveyed by the District to other local governments. The District will not be responsible for maintenance.

Note 4: Long-Term Debt

The following is an analysis of changes in long-term debt for the year ending December 31, 2023:

	Balance 1/1/2023	Additions	Reductions	Balance 12/31/2023	Current Portion
<b>Other:</b>					
Developer obligation	\$ 17,055	\$ 1,191	\$ -	\$ 18,246	\$ -
	\$ 17,055	\$ 1,191	\$ -	\$ 18,246	\$ -

A description of the long-term obligations as of December 31, 2023, is as follows:

Operation Funding Agreement

On April 10, 2019, the District and Greeley-Rothe LLC (the “Developer”) entered into an Operation Funding Agreement, effective December 10, 2018, whereby the Developer agreed to advance up to \$50,000 to the District for operations and maintenance expenses incurred in fiscal years 2018 and 2019 (the “OFA”). Such advances will accrue simple interest from the date of deposit into the District’s account or from the date of direct payment by the Developer, until paid, at the rate of 8% per annum. The District agreed to reimburse the Developer amounts advanced, or directly paid, subject to annual budget and appropriation. On October 30, 2019 the OFA was amended to include fiscal years 2018 through 2021. The obligation of the District to reimburse the Developer expires on December 31, 2060. Any amounts of principal and interest owed on December 31, 2060, shall be deemed to be forever discharged and satisfied in full. As of December 31, 2023, the Developer has advanced the District a total of \$17,055 under the OFA, \$14,892 in principal and \$ 3,354 in accrued interest.

# LAKE BLUFF METROPOLITAN DISTRICT NO. 1

## Notes to Financial Statements December 31, 2023

### Facilities Funding and Acquisition Agreement

On April 10, 2019, the District and the Developer entered into the Facilities Funding and Acquisition Agreement (“Funding Agreement”) with an effective date of December 10, 2018. On October 30, 2019 the FFAA was amended by the First Amendment to Facilities Funding and Acquisition Agreement (“First Amendment”) and amended again by the Second Amendment to Facilities Funding and Acquisition Agreement, effective October 13, 2021 (“Second Amendment” and together with the Funding Agreement and First Amendment, the “FFAA”).

The FFAA pertains to the funding of costs related to the design, testing, engineering, and construction together with the related consultant and management fees associated with certain public improvements (defined therein as “Construction Related Expenses”). The FFAA also establishes that the Developer has incurred expenses for the organization of the District (defined therein as “Organization Expenses”).

As set forth in the FFAA, the District acknowledges that the Developer has incurred Organization Expenses and the District is authorized to reimburse the Developer for such costs. The Developer is required to provide the District's accountant written documentation of the Organization Expenses and such other information as may be reasonable required in order to verify the amount of the Organization Expenses reimbursable to the Developer.

In accordance with the FFAA, the Developer acknowledges that the District will incur Construction Related Expenses in reliance on the Developer's commitment to provide funding, and that the total cost to complete construction of certain public improvements, including contingencies, is \$50,000 (defined therein as the “Shortfall Amount”). The Developer agreed to advance funds necessary to fund Construction Related Expenses incurred by the District on a periodic basis as needed for fiscal years 2019-2023 (the “Developer Advances”), up to the Shortfall Amount.

The FFAA also establishes the procedures under which the District may acquire Public Improvements constructed by or on behalf of the Developer. Prior to the acquisition of any Public Improvements, the District shall obtain a certification of an independent engineer retained by the District that the Construction Related Expenses are reasonable and comparable for similar projects constructed around the City, and verification from the District's accountant that the Construction Related Expenses are reimbursable (“Verified Costs”).

The District agreed to reimburse the Developer for all Developer Advances and Verified Costs. Simple interest is to accrue on Organization Expenses at the rate of 8% per annum until paid and shall accrue from the Organization Date. Simple interest is to accrue on Construction Related Expenses at the rate of 8% per annum and shall accrue as follows: 1) on each Developer Advance, from the date of deposit into the District's account, 2) on Verified Costs for amounts expended by the Developer for Construction Related Expenses incurred prior to the Organization Date, from the Organization Date, and 3) on Verified Costs for amounts expended by the Developer for Improvements constructed after the Organization Date, from the date Verified Costs were incurred by the Developer.



# LAKE BLUFF METROPOLITAN DISTRICT NO. 1

## Notes to Financial Statements December 31, 2023

The District and the Developer agree that no payment is required of the District under the FFAA unless and until one of the Districts issues bonds in an amount sufficient to reimburse the Developer for all or a portion of the Organization Expenses, Developer Advances and/or Verified Costs. Pursuant to the FFAA, the District agrees to exercise reasonable efforts so that District No. 2 can issue bonds and the District can reimburse the Developer subject to limitation therein.

The obligation of the District to reimburse the Developer expires on December 31, 2061. Any amounts of principal and interest owed on December 31, 2061, shall be deemed to be forever discharged and satisfied in full.

As of December 31, 2023, there have been no advances by the Developer under the FFAA.

### Note 5: Other Agreements

#### Termination of District No. 2's Facilities Funding and Acquisition Agreement and Assignment of Obligations by the District

Effective as of October 13, 2021, the District, District No. 2, and the Developer entered into the Termination of Facilities Funding and Acquisition Agreement and Assignment of Obligations ("Termination Agreement"). District No. 2 and the Developer had entered into a Facilities Funding and Acquisition Agreement dated December 11, 2020, with an effective date of December 10, 2018 (the "District No. 2's Prior Funding Agreement"). Under the Termination Agreement, District No. 2 assigned all obligations for reimbursement under District No. 2's Prior Funding Agreement to the District and the District agreed to assume the same, as contemplated under the FFCOA (defined and described below).

#### Facilities Funding, Construction and Operations Agreement.

Effective as of October 13, 2021, District No. 3, the District, and District No. 2 entered into a Facilities Funding, Construction and Operations Agreement (the "FFCOA"), regarding the financing, acquisition, construction, operation and maintenance of the Public Improvements and setting forth the functions and services each District will provide and the mechanisms to be used for the sharing of costs of the Public Improvements, as defined therein. Specifically, the FFCOA establishes the District's responsibility for coordinating the construction, design, financing and operation and maintenance of the Public Improvements that benefit the Districts and establishes District No. 2 and District No. 3's obligation to pay for the services and benefit of the Public Improvements provided by the District.

The FFCOA reiterates the obligations between District No. 2 and District No. 3 under the capital pledge agreement and between the Districts under the Operations Pledge Agreements, defined below, and other financial obligations entered into by the Districts. Pursuant to the FFCOA the District shall be responsible for the accounting activities of the Districts and shall prepare the necessary accounting documents to be provided to District No. 2 and District No. 3. The FFCOA also provides for the obligations related to pledged amounts and bonds issued by the Districts.

# LAKE BLUFF METROPOLITAN DISTRICT NO. 1

## Notes to Financial Statements December 31, 2023

The District agrees to perform Administration Services and Project Management Services, each as discussed in detail in the FFCOA, for each District. District No. 2 and District No. 3 agree to pay their respective share of costs for such services for any fiscal year as determined by the District pursuant to the Operations Pledge Agreement discussed below. Any of such costs incurred by the District prior to entering into the Operations Pledge Agreement shall be reimbursed to the District.

In addition, the District agrees to, on behalf of the Districts, contract for and supervise the construction and acquisition of, or otherwise acquire, Public Improvements, subject to certain input from District No. 2 and District No. 3. The District shall (i) obtain (a) all necessary governmental approvals, and (b) certain specified documents prior to the acquisition of Public Improvements, (ii) exercise reasonable efforts to comply and cause its designated contractors to comply with State and other applicable rules, laws, regulations and orders, and (iii) perform certain other tasks with regard to the construction of Public Improvements.

Certain terms of future obligations to pay project costs are set forth in the FFCOA, such as when and how District No. 2 or District No. 3 shall pay for project costs and if such cost shall be shared among the Districts. The FFCOA also sets forth budget procedures and the procedures to follow when the developer makes advances for Public Improvements.

### Operations Pledge Agreement

Effective as of October 13, 2021, the Districts entered into the Operations Pledge Agreement (the "Operations Pledge Agreement"), whereby certain costs referenced in the FFCOA are allocated among the Districts. Specifically, the Operations Pledge Agreement provides the mechanism to determine each District's Allocated Management Costs associated with the Operation and Maintenance Expenses (as defined therein) of each the District No. 2 and District No. 3 for any fiscal year. The District agrees to perform the Administration Services and Project Management Services pursuant to the FFCOA. Pursuant to the Operations Pledge Agreement, District No. 2 and District No. 3 agree to impose an operations mill levy in amounts determined as necessary by the District in order to pay their proportionate share of the District's administrative and operations and maintenance costs.

### Oversizing Reimbursement Agreement Poudre Trunk Sewer Phase II

The District and the City entered into Oversizing Reimbursement Agreement Poudre Trunk Sewer Phase II, recorded on April 20, 2022, in the Weld County Clerk and Recorder's Office ("Oversizing Reimbursement Agreement"). The District is undertaking the construction of the Poudre Trunk Sewer Improvements. The City Code requires the District to enter into this agreement relative to required infrastructure improvements in order to receive reimbursement. The City requested that the sanitary sewer main on the Poudre Trunk Sewer Phase II Plans be upsized from the 15" pipeline to a 30" pipeline to service both the Property and others (as described therein).

## LAKE BLUFF METROPOLITAN DISTRICT NO. 1

### Notes to Financial Statements December 31, 2023

As described in more detail in the Oversizing Reimbursement Agreement, the City shall reimburse the District for the difference in costs between purchasing the materials including pipe, manholes, bedding material and trench excavation required for a 30” pipe system over and above a 15” pipe system. Reimbursement will be paid by the City to the District only after As-Constructed Record Drawings have been accepted by the City.

#### Project Management Agreement

On September 20, 2022, the District and Westside Property Investment Company (“Westside”) entered into the Project Management Agreement. Under the terms of the Project Management Agreement, the District retained Westside as the Project Manager to plan and coordinate the construction and installation of improvements (“Project Management Agreement”). Westside will provide, and has provided since December 2018, management services relating to the planning, design, construction and installation of improvements and obtaining municipal approvals for improvements. In exchange for these services the District will compensate Westside 3% of all Eligible Costs (“Project Management Fee”) incurred in connection with the construction and installation of the Improvements, as defined in the Project Management Agreement. On March 21, 2023, the District and Westside entered into that certain First Amendment to the Project Management Agreement whereby the parties retroactively reduced the Project Management Fee from 3% to 2%, effective as of September 20, 2022. During 2023, the District paid \$190,316 to Westside under the Project Management Agreement.

#### Project Improvements Agreement

On August 14, 2023, the District, Meritage Homes of Colorado, Inc. (“Meritage”), and Developer entered into a Project Improvements Agreement (the “PIA”) which sets forth their mutual understandings and obligations regarding the construction, installation, funding and reimbursements for certain Public Improvements defined in the PIA.

Specifically, the District agreed to construct the Public Improvements identified in the PIA, subject to certain Step-In Rights (as defined therein) of Meritage. The District further agreed to secure the construction of the Public Improvements with proceeds of District No. 2’s Series 2021(3) Bonds. The District acknowledged the availability of \$19,450,188.14 from proceeds of the Series 2021(3) Bonds (the "Available Proceeds") and agreed that it will not draw upon the Available Proceeds so as to reduce the Available Proceeds to an amount less than \$2,969,815.34 (the "Public Improvement Funding Amount") prior to completion of the Public Improvements; provided, however, that the Available Proceeds and Public Improvement Funding Amount may and will be reduced by amounts actually spent by the District to construct the Public Improvements in accordance with the PIA.

# LAKE BLUFF METROPOLITAN DISTRICT NO. 1

## Notes to Financial Statements December 31, 2023

Upon the completion of any portion of the Public Improvements, the District (on its own behalf, or on the behalf of Meritage if Meritage has exercised the Step-In Rights) shall submit for the release of Available Proceeds for the payment of costs associated with a completion (each, a "District Fund Periodic Payment"). Each District Fund Periodic Payment shall be payable to the District (and the District shall remit to Meritage, if it has exercised its Step-In Rights) and/or or at the request of the District (or Meritage, if it has exercised its Step-In Rights) its designated Contractor, subcontractors or suppliers.

As of December 31, 2023, there have been no payments made under the PIA.

### Facilities Acquisition Agreement

On August 14, 2023, the District and Meritage also entered into a Facilities Acquisition Agreement (the "Meritage FAA"), whereby Meritage agreed to design, construct, and complete certain District Improvements (as defined therein). Upon completion of any District Improvements by Meritage, Meritage shall, subject to the City of Greeley's rights to the District Improvements, transfer the completed District Improvements to the District.

Pursuant to the Meritage FAA, the parties acknowledge the rights of the Developer to reimbursement under the Developer's FFAA and certain reimbursement rights of the Developer pursuant to a separate Agreement and Assignment Regarding Metropolitan District Payments, by and between the Developer and Meritage (the "Meritage Assignment Agreement"). Specifically, Meritage and the Developer have agreed that, to the extent Meritage constructs any District Improvements identified in certain "Improvement Plans" (as defined in the Meritage Assignment Agreement), the Developer shall retain any and all right in and to reimbursements from the District arising from the Construction Related Expenses incurred by Meritage (the "District Reimbursement Rights").

The Meritage FAA also establishes the procedures under which the District may acquire any District Improvements constructed by or on behalf of Meritage and acknowledges Meritage's rights, including the Step-In Rights, under the PIA.

As of December 31, 2023, there have been no payments made under the Meritage FAA.

### Facilities Acquisition Agreement

On September 25, 2023, the District and Lake Bluff MF, LLC ("MF") entered into a Facilities Acquisition Agreement (the "MF FAA"), whereby MF agrees to design, construct, and complete public improvements defined therein (the "MF Public Improvements"). Upon completion of any MF Public Improvements, MF shall, subject to the City of Greeley's rights to such improvements, transfer the completed MF Public Improvements to the District.

# LAKE BLUFF METROPOLITAN DISTRICT NO. 1

## Notes to Financial Statements December 31, 2023

Pursuant to the MF FAA, the parties acknowledge the rights of the Developer to reimbursement under the Developer's FFAA and certain reimbursement rights of the Developer pursuant to a separate Agreement and Assignment Regarding Metropolitan District Payments (the "MF Assignment Agreement"), by and between the Developer and MF. Specifically, MF and the Developer have agreed that, to the extent MF constructs any MF Public Improvements identified in certain "Improvement Plans" (as defined in the MF Assignment Agreement), the Developer shall retain any and all right in and to reimbursements from the District arising from the Construction Related Expenses incurred by MF (the "District Reimbursement Rights").

The MF FAA also establishes the procedures under which the District may acquire any MF Public Improvements constructed by or on behalf of MF. MF acknowledges that the construction and conveyance of the District Improvements shall be without compensation from the District to MF, and the District Reimbursement Rights shall remain the property of the Developer and will not be conveyed to MF.

As of December 31, 2023, there have been no payments made under the MF FAA.

### Note 6: Related Parties

All of the Board members are owners or members of or are otherwise associated with the Developer. Management believes that all potential conflicts, if any, have been disclosed to the Board.

### Note 7: Tax, Spending and Debt Limitations

Article X, Section 20 of the Colorado Constitution, commonly known as the Taxpayer Bill of Rights ("TABOR"), contains tax, spending, revenue and debt limitations which apply to the State of Colorado and all local governments.

Spending and revenue limits are determined based on the prior year's Fiscal Year Spending adjusted for allowable increases based upon inflation and local growth. Fiscal Year Spending is generally defined as expenditures plus reserve increases with certain exceptions. Revenue in excess of the Fiscal Year Spending limit must be refunded unless the voters approve retention of such revenue.

TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3% of Fiscal Year Spending (excluding bonded debt service). Local governments are not allowed to use the emergency reserves to compensate for economic conditions, revenue shortfalls, or salary or benefit increases.

The District's management believes it is in compliance with the provisions of TABOR. However, TABOR is complex and subject to interpretation. Many of the provisions, including the interpretation of how to calculate Fiscal Year Spending limits will require judicial interpretation.

LAKE BLUFF METROPOLITAN DISTRICT NO. 1

Notes to Financial Statements  
December 31, 2023

On November 6, 2018, a majority of the District's electors authorized the District to collect and spend or retain in a reserve all currently levied taxes and fees of the District without regard to any limitations under Article X, Section 20 of the Colorado Constitution.

Note 8: Risk Management

Except as provided in the Colorado Governmental Immunity Act, 24-10-101, et seq., CRS, the District may be exposed to various risks of loss related to torts, theft of, damage to, or destruction of assets; errors or omissions; injuries to agents; and natural disasters. The District has elected to participate in the Colorado Special Districts Property and Liability Pool ("Pool") which is an organization created by intergovernmental agreement to provide common liability and casualty insurance coverage to its members at a cost that is considered economically appropriate. Settled claims have not exceeded this commercial coverage in any of the past three fiscal years.

The District pays annual premiums to the Pool for auto, public officials' liability, and property and general liability coverage. In the event aggregated losses incurred by the Pool exceed its amounts recoverable from reinsurance contracts and its accumulated reserves, the District may be called upon to make additional contributions to the Pool on the basis proportionate to other members. Any excess funds which the Pool determines are not needed for purposes of the Pool may be returned to the members pursuant to a distribution formula.

Note 9: Reconciliation of Government-Wide Financial Statements and Fund Financial Statements

The Governmental Funds Balance Sheet/Statement of Net Position includes an adjustments column. The adjustments may have the following elements:

- 1) capital improvements used in government activities are not financial resources and, therefore are not reported in the funds; and
- 2) long-term liabilities such as developer advances payable and accrued interest payable are not due and payable in the current period and, therefore, are not in the funds.

The Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances/Statement of Activities includes an adjustments column. The adjustments may have the following elements:

- 1) governmental funds report capital outlays as expenditures, however, in the statement of activities, the costs of those assets are held as construction in process pending transfer to other governmental entities or capitalized and depreciated over their useful lives;
- 2) governmental funds report interest expense on the modified accrual basis; however, interest expense is reported on the full accrual method on the Statement of Activities; and
- 3) governmental funds report developer advances as revenue.

SUPPLEMENTAL INFORMATION

**LAKE BLUFF METROPOLITAN DISTRICT NO. 1**

SCHEDULE OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL -  
CAPITAL PROJECTS FUND

For the Year Ended December 31, 2023

	Original & Final <u>Budget</u>	<u>Actual</u>	Variance Favorable <u>(Unfavorable)</u>
<b>REVENUES</b>			
Transfer from District 2	\$ 33,000,000	\$ 16,955,271	\$ (16,044,729)
Total Revenues	<u>33,000,000</u>	<u>16,955,271</u>	<u>(16,044,729)</u>
<b>EXPENDITURES</b>			
Capital expenditures	<u>33,000,000</u>	<u>16,955,271</u>	<u>16,044,729</u>
Total Expenditures	<u>33,000,000</u>	<u>16,955,271</u>	<u>16,044,729</u>
<b>NET CHANGE IN FUND BALANCE</b>	-	-	-
<b>FUND BALANCE:</b>			
BEGINNING OF YEAR	<u>-</u>	<u>-</u>	<u>-</u>
END OF YEAR	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

The notes to the financial statements are an integral part of these statements.