



**CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, August 2, 2022
6:00 PM
130 South McKinley Avenue**

**Zo Stieber-Hubbard,
Mayor**
Valerie Blackston, Ward 1
Chris Ceretto, Ward 2
Carlos Barron, Ward 3
David Crespín, Ward 1
Claud Hanes, Ward 2
Bruce Fitzgerald, Ward 3

**You may join in person or join remotely by clicking on:
<https://global.gotomeeting.com/join/851983253>**

Call to Order

Pledge of Allegiance

Roll Call

Persons to Address Council - This portion of the Agenda is provided to allow members of the audience to present comments to the City Council. The City Council may not respond to your comments this evening, rather they may take your comments and suggestions under advisement or your question may be directed to the appropriate staff member for follow-up. Please limit the time of your comments to three (3) minutes - Mayor Stieber

Approval of Agenda

Review of Accounts Payables

- a. August 2, 2022 Accounts Payable

Consent Agenda - Consent Agenda items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda items unless a Councilmember so requests, in which case the item may be removed/moved from the Consent Agenda.

- a. July 19, 2022 City Council Meeting Minutes
- b. AM 2022-123 Authorize Payment to Northern Colorado Water Conservancy District (NCWCD) for the Southern Water Supply Project (SWSP) 2022 Operation and Maintenance Assessment for an Amount not to Exceed \$132,017.29 from the Utility Fund
- c. AM 2022-124 Approving the Intergovernmental Agreement ("IGA") with Board of County Commissioners of the County of Weld and the Weld County Clerk and Recorder Concerning the Administration of the November 8, 2022, Coordinated Election with the City of Fort Lupton and designating Maricela Peña as the Election Official for the City
- d. AM 2022-125 Approving a Resolution Appointing Charles Miller to Serve on the Board of Directors of Metro Water Recovery for a Two (2) Year Term Beginning August 2, 2022 and Expiring June 30, 2024

Public Hearings - Public Hearings allow members of the audience to present comments and questions to the City Council on the item being presented. Comments and questions may be limited to three (3) minutes- Mayor Stieber

- a. AM 2022-118 Approve a Resolution Approving Service Plan for Cottonwood Conner Metropolitan District and Approve the Intergovernmental Agreement with District
- b. AM 2022-119 Approve a Resolution Approving Service Plan for Cottonwood Thermo Metropolitan District and Approve Intergovernmental Agreement with District
- c. AM 2022-120 Approve a Resolution Approving Service Plan for Cottonwood Townhomes Metropolitan District and Approve Intergovernmental Agreement with District
- d. AM 2022-122 Approve a Resolution Approving Service Plan for Vista Meadows Metropolitan District and Approve Intergovernmental Agreement with District

Action Memorandum

- a. AM 2022-121 A Resolution Approving the Inclusion of Certain Property, Known as 13400 County Road 10, Fort Lupton, Colorado, into the Boundaries of the Lupton Village Commercial Metropolitan District
- b. AM 2022-109 Continued From July 5, 2022, A Resolution Approving a Final Plat Known as the Flats at Lupton Village PUD Final Plat
- c. AM 2022-126 Approving a Resolution for the Acceptance of Subdivision Improvements Agreement with Lupton Village Land Developers, LLC, for the Flats at Lupton Village Subdivision
- d. AM 2022-127 Approve Public Works Engineering Services Agreement with Engineering Design Consultant not to Exceed \$15,000 from the Engineering Budget of the General Fund
- e. AM 2022-128 Approve Change Order Number 3 to Contract Agreement with Colorado Paving Inc. For College Ave/9th St Repaving Project for an amount not to Exceed \$408,000.00 From the Street Sales Tax Fund
- f. AM 2022-129 Approve Change Order for WWTP Engineering Design Services Agreement with Burns and McDonnell Engineering Company, Inc. not to exceed \$52,567.00 from the Utility Fund

Information Memorandum

- a. IM 2022-010 Increase Processing Fees Assessed on All Court Credit/Debit Card Payments

Staff Reports

Mayor/Council Reports

Future City Events

- a. August 2, 2022 Upcoming Events

Adjourn



City of Fort Lupton

Check Report

By Check Number

Date Range: 07/20/2022 - 08/02/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: Golf Course-Golf Course						
000024	ACE HARDWARE OF FORT LUPTON	07/26/2022	Regular	0.00	446.83	85275
84018	Invoice	07/17/2022	GOLF-FASTENERS/SPRAY BOTTLE-PRO SHOP	0.00	21.66	
84411	Invoice	07/01/2022	GOLF-FASTENERS-PRO SHOP	0.00	3.40	
84740	Invoice	07/01/2022	GOLF-SUPPLIES-PRO SHOP	0.00	51.57	
85251	Invoice	07/01/2022	GOLF-SUPPLIES-PRO SHOP	0.00	23.98	
85479	Invoice	07/01/2022	GOLF-TOILET REPAIR SUPPLIES-PRO SHOP	0.00	24.98	
85517	Invoice	07/01/2022	GOLF-KEY SET-PRO SHOP	0.00	7.47	
86553	Invoice	07/01/2022	GOLF-ICE MELT-MAINT	0.00	15.99	
86732	Invoice	07/01/2022	GOLF-SAW/FASTENERS/FLAT BAR-PRO SHOP	0.00	41.57	
86739	Invoice	07/01/2022	GOLF-WALL REPAIR SUPPLIES-PRO SHOP	0.00	15.77	
86903	Invoice	07/01/2022	GOLF-FASTENERS-PRO SHOP	0.00	4.32	
89409	Invoice	07/01/2022	GOLF-A/C WINDOW FIN-PRO SHOP	0.00	9.99	
89457	Invoice	07/01/2022	GOLF-FASTENERS-PRO SHOP	0.00	20.43	
89466	Invoice	07/01/2022	GOLF-FASTENERS-PRO SHOP	0.00	9.70	
89472	Invoice	07/01/2022	GOLF-FASTENERS-PRO SHOP	0.00	10.32	
90749	Invoice	07/01/2022	GOLF-SUPPLIES-PRO SHOP	0.00	6.38	
91374	Invoice	07/01/2022	GOLF-TAPE-PRO SHOP	0.00	9.99	
92526	Invoice	07/01/2022	GOLF-CLOTH/OVEN CLEANER-PRO SHOP	0.00	22.17	
93301	Invoice	07/01/2022	GOLF-WALL PLATE-PRO SHOP	0.00	2.97	
94928	Invoice	07/12/2022	GOLF-SUPPLIES-MAINT	0.00	19.99	
95018	Invoice	07/18/2022	GOLF-PLYWOOD/FASTENERS/SHELF BRACKE...	0.00	124.18	
	Void	07/26/2022	Regular	0.00	0.00	85276
000028	ACUSHNET COMPANY	07/26/2022	Regular	0.00	152.31	85277
913701218	Invoice	07/06/2022	GOLF-MERCHANDISE-PRO SHOP	0.00	152.31	
000155	BOYS & GIRLS CLUBS OF	07/26/2022	Regular	0.00	4,178.60	85278
22 JACOBS TOURN	Invoice	07/21/2022	GOLF-2022 JACOBS TOURN FUNDS DONATI...	0.00	4,178.60	
002853	BUCKEYE CLEANING CENTER	07/26/2022	Regular	0.00	1,638.51	85279
90407739	Invoice	07/01/2022	GOLF-JANITORIAL SUPPLIES-PRO SHOP	0.00	526.10	
90410632	Invoice	07/01/2022	GOLF-JANITORIAL SUPPLIES-PRO SHOP	0.00	299.66	
90416283	Invoice	07/01/2022	GOLF-JANITORIAL SUPPLIES-PRO SHOP	0.00	576.02	
90418719	Invoice	07/01/2022	GOLF-JANITORIAL SUPPLIES-PRO SHOP	0.00	236.73	
000239	CITY OF FORT LUPTON	07/26/2022	Regular	0.00	88,070.07	85280
FIN2022213	Invoice	07/15/2022	GOLF-PAYROLL EXPENSE 6/11-6/24/22 PAID ...	0.00	42,375.40	
FIN2022215	Invoice	07/18/2022	GOLF-PAYROLL EXPENSE 6/8/22 PAID 6/8/22	0.00	674.06	
FIN2022216	Invoice	07/18/2022	GOLF-PAYROLL EXPENSE 6/25-7/8/22 PAID 7...	0.00	45,020.61	
000307	COMCAST CABLE COMM, LLC	07/26/2022	Regular	0.00	244.37	85281
0120790 JUL22	Invoice	07/06/2022	GOLF-JUL22 PHONE/INTERNET-PRO SHOP	0.00	244.37	
002723	EAGLE ROCK COMPANY OF COLO	07/26/2022	Regular	0.00	57.73	85282
8753106	Invoice	07/01/2022	GOLF-BEVERAGES-PRO SHOP	0.00	57.73	
000489	FORT LUPTON RECREATION CTR	07/26/2022	Regular	0.00	4,178.60	85283
22 JACOBS TOURN	Invoice	07/21/2022	GOLF-2022 JACOBS TOURN FUNDS DONATI...	0.00	4,178.60	
000512	FUZION FIELD SERVICES LLC	07/26/2022	Regular	0.00	257.40	85284
246098	Invoice	07/01/2022	GOLF-DUMPSTER RENTAL-MAINT	0.00	257.40	
000567	HIGH COUNTRY BEVERAGE CORP	07/26/2022	Regular	0.00	1,091.93	85285
W-6276046	Invoice	07/18/2022	GOLF-BEVERAGES-PRO SHOP	0.00	1,167.93	
W-6278991	Credit Memo	07/19/2022	GOLF-BEVERAGES-PRO SHOP	0.00	-76.00	

Check Report

Date Range: 07/20/2022 - 08/02/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
000636	JC GOLF ACCESSORIES	07/26/2022	Regular	0.00	383.32	85286
SI-182369	Invoice	07/18/2022	GOLF-MERCHANDISE-PRO SHOP	0.00	383.32	
000735	LL JOHNSON DISTRIBUTING	07/26/2022	Regular	0.00	56.39	85287
1883762-00	Invoice	07/07/2022	GOLF-SPRING STABILIZER-MAINT	0.00	56.39	
000913	POTESTIO BROTHERS EQUIPMENT	07/26/2022	Regular	0.00	281.31	85288
10686K	Invoice	07/15/2022	GOLF-PARTS-MAINT	0.00	281.31	
000944	REPUBLIC NATIONAL DISTRIBUTING CO LLC	07/26/2022	Regular	0.00	180.40	85289
6683540	Invoice	07/13/2022	GOLF-BEVERAGES-PRO SHOP	0.00	35.60	
6683541	Invoice	07/13/2022	GOLF-BEVERAGES-PRO SHOP	0.00	144.80	
000999	SHAMROCK FOODS COMPANY	07/26/2022	Regular	0.00	3,696.16	85290
25898267	Invoice	07/14/2022	GOLF-FOOD/PACKAGING-PRO SHOP	0.00	1,861.13	
25908700	Invoice	07/18/2022	GOLF-FOOD/PACKAGING-PRO SHOP	0.00	1,633.49	
25908701	Invoice	07/18/2022	GOLF-FOOD/PACKAGING-PRO SHOP	0.00	159.52	
25908702	Invoice	07/18/2022	GOLF-FOOD-PRO SHOP	0.00	42.02	
001022	SOUTHERN GLAZER'S OF CO	07/26/2022	Regular	0.00	298.40	85291
2858008	Invoice	07/13/2022	GOLF-BEVERAGES-PRO SHOP	0.00	298.40	
001052	SWIRE COCA-COLA, USA	07/26/2022	Regular	0.00	298.58	85292
24908202192	Invoice	07/15/2022	GOLF-BEVERAGES-PRO SHOP	0.00	298.58	
001963	WASTE CONNECTIONS OF COLO, INC	07/26/2022	Regular	0.00	410.06	85293
6391464V311	Invoice	07/18/2022	GOLF-AUG22 TRASH SERVICE-PRO SHOP	0.00	242.34	
6391465V311	Invoice	07/18/2022	GOLF-AUG22 TRASH SERVICE-MAINT	0.00	167.72	
000024	ACE HARDWARE OF FORT LUPTON	08/02/2022	Regular	0.00	216.82	85294
95042	Invoice	07/19/2022	GOLF-SUPPLIES-MAINT	0.00	101.00	
95078	Invoice	07/20/2022	GOLF-SPACKEL-PRO SHOP	0.00	4.99	
95083	Invoice	07/21/2022	GOLF-FUSE/KEY SET-MAINT	0.00	16.36	
95100	Invoice	07/22/2022	GOLF-SUPPLIES-MAINT	0.00	64.99	
95119	Invoice	07/24/2022	GOLF-FASTENERS/ANT SPRAY-PRO SHOP	0.00	29.48	
000044	AGFINITY INC	08/02/2022	Regular	0.00	5,426.40	85295
I65510	Invoice	07/22/2022	GOLF-FUEL-MAINT	0.00	3,836.27	
I65511	Invoice	07/22/2022	GOLF-FUEL-MAINT	0.00	1,590.13	
000160	BREAKTHRU BEVERAGE COLORADO	08/02/2022	Regular	0.00	2,386.69	85296
344981009	Invoice	07/21/2022	GOLF-BEVERAGES-PRO SHOP	0.00	2,290.69	
344981010	Invoice	07/21/2022	GOLF-BEVERAGES-PRO SHOP	0.00	96.00	
002853	BUCKEYE CLEANING CENTER	08/02/2022	Regular	0.00	315.16	85297
90430293	Invoice	07/19/2022	GOLF-JANITORIAL SUPPLIES-PRO SHOP	0.00	315.16	
000183	CALLAWAY GOLF SALES COMPANY	08/02/2022	Regular	0.00	1,422.41	85298
932851806	Credit Memo	07/01/2022	GOLF-MERCHANDISE-PRO SHOP	0.00	-10.40	
933350128	Credit Memo	07/01/2022	GOLF-MERCHANDISE-PRO SHOP	0.00	-23.22	
935138113	Invoice	07/01/2022	GOLF-MERCHANDISE-PRO SHOP	0.00	467.28	
935229690	Invoice	07/18/2022	GOLF-MERCHANDISE-PRO SHOP	0.00	233.64	
935242609	Invoice	07/20/2022	GOLF-MERCHANDISE-PRO SHO	0.00	524.42	
935257534	Invoice	07/22/2022	GOLF-MERCHANDISE-PRO SHOP	0.00	230.69	
000206	CENTURYLINK	08/02/2022	Regular	0.00	58.06	85299
333164407 AUG22	Invoice	07/19/2022	GOLF-PHONE SERVICE-MAINT	0.00	58.06	
000239	CITY OF FORT LUPTON	08/02/2022	Regular	0.00	166.97	85300
FIN2022221	Invoice	07/26/2022	GOLF-COMCAST INV 150778494 7/15-814/22	0.00	166.97	
000307	COMCAST CABLE COMM, LLC	08/02/2022	Regular	0.00	45.79	85301
0025494 AUG22	Invoice	07/18/2022	GOLF-CABLE AUG22-PRO SHOP	0.00	45.79	
002723	EAGLE ROCK COMPANY OF COLO	08/02/2022	Regular	0.00	371.55	85302

Check Report

Date Range: 07/20/2022 - 08/02/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
8963668	Invoice	07/25/2022	GOLF-BEVERAGES-PRO SHOP	0.00	371.55	
000536	GOLF AND SPORT SOLUTIONS LLC	08/02/2022	Regular	0.00	1,225.06	85303
41025	Invoice	07/25/2022	GOLF-BUNKER SAND-MAINT	0.00	1,225.06	
000567	HIGH COUNTRY BEVERAGE CORP	08/02/2022	Regular	0.00	1,675.40	85304
W-6278959	Invoice	07/25/2022	GOLF-BEVERAGES-PRO SHOP	0.00	1,479.90	
W-6281561	Invoice	07/25/2022	GOLF-BEVERAGES-PRO SHOP	0.00	195.50	
001417	JOE PATE	08/02/2022	Regular	0.00	46.74	85305
071322	Invoice	07/13/2022	GOLF-SUPPLIES-PRO SHOP	0.00	46.74	
003088	MICHAELA MCCLAIN	08/02/2022	Regular	0.00	15.57	85306
072322	Invoice	07/23/2022	GOLF-REIMBURSEMENT-PRO SHOP	0.00	15.57	
000999	SHAMROCK FOODS COMPANY	08/02/2022	Regular	0.00	2,747.08	85307
25908700 CR	Credit Memo	07/20/2022	GOLF-FOIL PAN LID-PRO SHOP	0.00	-104.49	
25919296	Invoice	07/21/2022	GOLF-FOOD/PACKAGING-PRO SHOP	0.00	1,481.41	
25929767	Invoice	07/25/2022	GOLF-FOOD/PACKAGING-PRO SHOP	0.00	1,241.68	
25929768	Invoice	07/25/2022	GOLF-FOOD/PACKAGING-PRO SHOP	0.00	38.02	
25929769	Invoice	07/25/2022	GOLF-FOOD-PRO SHOP	0.00	90.46	
001026	SPECIALTY CIGARS, LLC	08/02/2022	Regular	0.00	139.51	85308
US16-25347332	Invoice	07/20/2022	GOLF-CIGARS-PRO SHOP	0.00	139.51	
001052	SWIRE COCA-COLA, USA	08/02/2022	Regular	0.00	691.17	85309
24908202257	Invoice	07/22/2022	GOLF-BEVERAGES-PRO SHOP	0.00	691.17	
001064	TAYLORMADE GOLF COMPANY INC	08/02/2022	Regular	0.00	218.27	85310
36094104	Invoice	07/13/2022	GOLF-MERCHANDISE-PRO SHOP	0.00	218.27	
002812	THE HUNTINGTON NATIONAL BANK	08/02/2022	Regular	0.00	10,678.08	85311
7817924	Invoice	07/17/2022	GOLF-TORO TURF PACKAGE-MAINT	0.00	10,678.08	
001105	TOSHIBA FINANCIAL SERVICES	08/02/2022	Regular	0.00	236.91	85312
477729701	Invoice	07/15/2022	GOLF-COPIER LEASE/OVERAGE	0.00	236.91	
001207	WESTERN DISTRIBUTING INC	08/02/2022	Regular	0.00	198.24	85313
702534	Invoice	07/22/2022	GOLF-BEVERAGES-PRO SHOP	0.00	198.24	
001224	XCEL ENERGY-GAS	08/02/2022	Regular	0.00	200.32	85314
788429057	Invoice	07/19/2022	GOLF-GAS SERVICE JUL22-PRO SHOP	0.00	200.32	

Bank Code Golf Course Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	85	39	0.00	134,403.17
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	85	40	0.00	134,403.17

Check Report

Date Range: 07/20/2022 - 08/02/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: Pooled Cash-Pooled Cash						
000005	2EZ ELECTRIC LLC	07/26/2022	Regular	0.00	3,200.00	71984
4908	Invoice	07/01/2022	CPR-OUTLET ADDITION-COM CTR	0.00	225.00	
4952	Invoice	07/01/2022	GF-ELECTRICAL WORK-FAC	0.00	2,465.00	
4967	Invoice	07/01/2022	GF-ELECTRICAL WORK-FAC	0.00	510.00	
000031	ADAMSON POLICE PRODUCTS	07/26/2022	Regular	0.00	59.85	71985
INV380369	Invoice	07/07/2022	GF-UNIFORMS-PD	0.00	59.85	
002870	AMERICAN LEAK DETECTION	07/26/2022	Regular	0.00	375.00	71986
00024866	Invoice	07/09/2022	UF-LEAK DETECTION-WELLS	0.00	375.00	
003081	BRITTANI SAUER	07/26/2022	Regular	0.00	40.00	71987
2006939	Invoice	07/11/2022	REC-SWIM LESSON REFUND	0.00	40.00	
002853	BUCKEYE CLEANING CENTER	07/26/2022	Regular	0.00	733.40	71988
90427829	Invoice	07/07/2022	GF-JANITORIAL SUPPLIES	0.00	733.40	
002651	COLORADO COMMUNITY MEDIA	07/26/2022	Regular	0.00	239.88	71989
61183	Invoice	07/08/2022	GF-PUBLIC NOTICE-CITY CL	0.00	34.92	
61773	Invoice	07/15/2022	GF-PUBLIC NOTICES-FINANCE	0.00	167.24	
62173	Invoice	07/22/2022	GF-PUBLIC NOTICES-CITY CL	0.00	37.72	
003085	COLORADO INFORMATION SHARING CONSORTIUM	07/26/2022	Regular	0.00	1,056.00	71990
1424	Invoice	07/01/2022	GF-2022 CISC MEMBERSHIP FEE-PD REC	0.00	1,056.00	
000307	COMCAST CABLE COMM, LLC	07/26/2022	Regular	0.00	315.76	71991
0124495 JUL22	Invoice	07/01/2022	CPR-CABLE JUL22-COM CTR	0.00	140.69	
0147405 JUL22	Invoice	07/01/2022	CPR-INTERNET/PHONE JUL22-MUSEUM	0.00	175.07	
003073	CONTINENTAL PARTITION SYSTEMS LLC	07/26/2022	Regular	0.00	6,980.00	71992
14821	Invoice	07/14/2022	Partitions for council chambers	0.00	6,980.00	
002543	DANIELLE DENEKE	07/26/2022	Regular	0.00	60.00	71993
2006921	Invoice	07/01/2022	REC-CAMP REFUND	0.00	60.00	
000393	DISCOUNT PLUMBING SERVICES INC	07/26/2022	Regular	0.00	481.50	71994
0622-30	Invoice	07/01/2022	GF-TOILET INSTALL-PD	0.00	481.50	
001089	ERGOMED	07/26/2022	Regular	0.00	200.00	71995
8030822	Invoice	07/01/2022	GF-R.VELEA PRE-EMPLOYMENT SCREEN-HR	0.00	200.00	
003040	ERICA ARELLANO	07/26/2022	Regular	0.00	38.13	71996
2006934	Invoice	07/08/2022	REC-PRORATED MEMBERSHIP REFUND	0.00	38.13	
002568	FORT LUPTON CAR WASH	07/26/2022	Regular	0.00	372.00	71997
360	Invoice	07/04/2022	GF-JUN22 CAR WASHES-PD	0.00	372.00	
000506	FORT LUPTON FIRE PROT DIST	07/26/2022	Regular	0.00	50.00	71998
926	Invoice	07/12/2022	Basement Review and Inspection Fee	0.00	50.00	
000491	FORT LUPTON VETERINARY	07/26/2022	Regular	0.00	1,630.00	71999
071222	Invoice	07/12/2022	GF-ANIMAL IMPOUND FEES-CODE	0.00	1,630.00	
002657	GLH CONSTRUCTION	07/26/2022	Regular	0.00	1,500.00	72000
071422	Invoice	07/14/2022	UF-HYDRANT METER DEPOSIT REFUND-UB	0.00	1,500.00	
001881	HALO BRANDED SOLUTIONS INC	07/26/2022	Regular	0.00	186.45	72001
2022000060637	Invoice	07/01/2022	GF-RECRUITING BANNERS-HR	0.00	186.45	
001930	HUMANA HEALTH PLAN INC	07/26/2022	Regular	0.00	86,610.53	72002
379450992	Invoice	08/01/2022	GF-HEALTH INSURANCE AUG22	0.00	86,610.53	
001620	J.P. COOKE COMPANY	07/26/2022	Regular	0.00	153.50	72003
733769	Invoice	07/12/2022	GF-ALUM LIC TAGS-CODE	0.00	153.50	

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
002817	JESSICA HANSEL	07/26/2022	Regular	0.00	120.00	72004
2006922	Invoice	07/01/2022	REC-CAMP REFUND	0.00	120.00	
003078	JOSEPH OLIVAS	07/26/2022	Regular	0.00	450.00	72005
2006930	Invoice	07/05/2022	REC-BASKETBALL REFUND	0.00	450.00	
000691	KONE INC	07/26/2022	Regular	0.00	140.80	72006
962256754	Invoice	07/01/2022	REC-ELEVATOR MAINTENANCE	0.00	140.80	
002663	LANDMARK MONUMENTS LLC	07/26/2022	Regular	0.00	100.00	72007
071422	Invoice	07/14/2022	CEM-MARY & YGNACIO MADRIGAL MONU...	0.00	100.00	
000720	LEXIPOL LLC	07/26/2022	Regular	0.00	685.27	72008
INVLEX8955	Invoice	07/01/2022	GF-WORKBENCH-PD	0.00	685.27	
000897	PETTY CASH-REC CTR	07/26/2022	Regular	0.00	194.59	72009
071222	Invoice	07/12/2022	REC-PETTY CASH	0.00	194.59	
001943	PINNACOL ASSURANCE	07/26/2022	Regular	0.00	18,713.94	72010
20956870	Invoice	07/21/2022	Workers Comp Insurance Premium	0.00	18,713.94	
002232	RACHEL WILLIAMS	07/26/2022	Regular	0.00	70.00	72011
2006924	Invoice	07/01/2022	REC-TEEN TRIP REFUND	0.00	70.00	
003080	REBECCA SECOR	07/26/2022	Regular	0.00	60.00	72012
2006932	Invoice	07/08/2022	REC-SWIM LESSON REFUND	0.00	60.00	
002694	SYMMETRY ENERGY SOLUTIONS LLC	07/26/2022	Regular	0.00	3,645.53	72013
13893004	Invoice	07/01/2022	REC-MAY22 GAS SERVICE	0.00	3,645.53	
002967	SYNERGETIC STAFFING LLC	07/26/2022	Regular	0.00	952.01	72014
21010930	Invoice	07/19/2022	GF-ALBERT ROMERO TEMP LABOR-PARKS	0.00	952.01	
001075	THE CONSOLIDATED MUTUAL	07/26/2022	Regular	0.00	164.19	72015
071422A	Invoice	07/14/2022	UF-WELL PUMP #C-W STOR	0.00	31.61	
071422B	Invoice	07/14/2022	UF-WELL PUMPB #B-W STOR	0.00	31.95	
071422C	Invoice	07/14/2022	UF-PERRY PIT DISCHARGE PUMP STATION-W...	0.00	100.63	
001101	TODD HODGES DESIGN, LLC	07/26/2022	Regular	0.00	9,476.73	72016
3433	Invoice	07/18/2022	GF-PLANNING SRVCS 7/4-7/17/22-PLANNING	0.00	9,476.73	
001138	UNITED POWER	07/26/2022	Regular	0.00	3,623.91	72017
23504	Invoice	07/13/2022	GF-STREET LIGHT REPAIR-STREETS	0.00	3,623.91	
002084	UNITED SITE SERVICES	07/26/2022	Regular	0.00	575.10	72018
114-13184553	Invoice	07/01/2022	GF-PORTABLE RESTROOM SERVICE-PARKS	0.00	338.75	
INV-00857106	Invoice	07/19/2022	GF-PORTABLE RESTROOM SERVICE-PARKS	0.00	131.65	
INV-00857142	Invoice	07/19/2022	GF-PORTABLE RESTROOM SERVICE-PARKS	0.00	104.70	
002826	VICTORIA MIRAGLIA	07/26/2022	Regular	0.00	74.67	72019
071222	Invoice	07/12/2022	GF-TRAINING -PD	0.00	74.67	
001963	WASTE CONNECTIONS OF COLO, INC	07/26/2022	Regular	0.00	137.86	72020
6392067V311	Invoice	07/18/2022	GF-AUG22 TRASH SERVICE-PARKS	0.00	137.86	
001199	WELD COUNTY PUBLIC SAFETY IT	07/26/2022	Regular	0.00	64.12	72021
FORTLUPTONPD-0...	Invoice	07/12/2022	GF-J. REITZ 2022 TOKEN REFRESH-CODE	0.00	64.12	
001203	WELD COUNTY SHERIFF'S OFFICE	07/26/2022	Regular	0.00	178.26	72022
1830 062022	Invoice	07/01/2022	GF-JAIL FEES-COURT	0.00	178.26	
001212	WILLIAMS AND WEISS CONSULTING	07/26/2022	Regular	0.00	3,255.00	72023
1701	Invoice	07/13/2022	UF-2022 Decree Accounting-Water	0.00	3,255.00	
001798	UNITED STATES TREASURY	07/25/2022	Regular	0.00	306.90	72024
2021 FORM 720	Invoice	07/22/2022	GF-PCOR FEES FOR 2021 HRA-ADMIN	0.00	306.90	

Check Report

Date Range: 07/20/2022 - 08/02/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
002990	ADAMS COUNTY CLERK OF COURTS	07/29/2022	Regular	0.00	282.69	72025
INV0001213	Invoice	07/29/2022	CASE 2021C038514	0.00	282.69	
000040	AFLAC	07/26/2022	Regular	0.00	2,300.34	72026
146747	Invoice	08/01/2022	GF-SUPPLEMENTAL INS FOR AUG22	0.00	2,300.34	
002941	AMERITAS LIFE INSURANCE CORP	07/26/2022	Regular	0.00	6,372.56	72027
010-57637-01 DEN.	Invoice	08/01/2022	GF-DENTAL FOR AUG22-HR	0.00	5,377.00	
010-57637-02 VIS ...	Invoice	08/01/2022	GF-VISION FOR AUG22-HR	0.00	793.64	
010-57637-98 DEN.	Invoice	08/01/2022	GF-DENTAL COBRA FOR AUG22-HR	0.00	177.00	
010-57637-99 VIS ...	Invoice	08/01/2022	GF-VISION COBRA FOR AUG22-HR	0.00	24.92	
000267	COLONIAL LIFE	07/26/2022	Regular	0.00	105.96	72028
78168200801453	Invoice	08/01/2022	GF-SUPPLEMENTAL INS FOR AUG22	0.00	105.96	
001035	STANDARD INSURANCE CO.	07/28/2022	Regular	0.00	5,628.02	72029
00 759761 0001 A...	Invoice	08/01/2022	LI, AD&D, LTD, STD Ins Prem	0.00	5,628.02	
000034	ADT SECURITY SYSTEM	08/02/2022	Regular	0.00	138.95	72030
50576495 AUG22	Invoice	07/04/2022	REC-SECURITY MONITORING	0.00	138.95	
000037	ADVANCED URGENT CARE AND OCC MED	08/02/2022	Regular	0.00	105.00	72031
73553	Invoice	07/18/2022	GF-S.LEFFORGE HEP B VACCINE-PW	0.00	105.00	
002257	ANACONDA NETWORKS INC	08/02/2022	Regular	0.00	2,692.20	72032
5807	Invoice	07/14/2022	Annual Renewal for CradlePoint NetCloud	0.00	2,692.20	
002835	BRANDING BY BRE	08/02/2022	Regular	0.00	2,750.00	72033
1119	Invoice	07/25/2022	GF-SOCIAL MEDIA MANAGEMENT-CITY ADM	0.00	2,750.00	
002853	BUCKEYE CLEANING CENTER	08/02/2022	Regular	0.00	1,734.33	72034
90429673	Invoice	07/15/2022	REC-JANITORIAL SUPPLIES	0.00	1,734.33	
002997	CARIBOU VENTURES GROUP LLC	08/02/2022	Regular	0.00	3,343.00	72035
INV-0183	Invoice	07/13/2022	Court Admin Office Furniture	0.00	3,343.00	
000182	CEM SALES & SERVICE INC	08/02/2022	Regular	0.00	855.00	72036
157378	Invoice	07/01/2022	REC-POOL/SPA CHEMICALS	0.00	855.00	
003053	CESAR PEREZ AGUIRRE	08/02/2022	Regular	0.00	300.00	72037
24	Invoice	07/25/2022	GF-TRAPPERS DAY FACE PAINTING-COM EV...	0.00	300.00	
000208	CESARE INC	08/02/2022	Regular	0.00	273.00	72038
21.3071.4	Invoice	07/22/2022	GF-GEOTECH STUDY-ENGINEERING	0.00	273.00	
000216	CHAMBER OF COMMERCE	08/02/2022	Regular	0.00	12.00	72039
5438	Invoice	07/21/2022	GF-LUNCHEON-COM EVENTS	0.00	12.00	
000230	CINTAS FIRST AID & SAFETY	08/02/2022	Regular	0.00	143.37	72040
5117052767	Invoice	07/20/2022	REC-FIRST AID SUPPLIES	0.00	143.37	
000239	CITY OF FORT LUPTON	08/02/2022	Regular	0.00	200.00	72041
072222	Invoice	07/22/2022	GF-S.FLORES 134456-1 RESTITUTION	0.00	100.00	
SPAGHETTI DIN A...	Invoice	07/20/2022	GF-SPAGHETTI DINNER EVENT APPLICATION...	0.00	100.00	
000281	COLORADO DEPARTMENT OF AGRICULTURE	08/02/2022	Regular	0.00	100.00	72042
4802	Invoice	07/01/2022	GF-ANNUAL EQUIPMENT CERTS-PD	0.00	100.00	
000253	COLORADO DEPT OF PUBLIC HEALTH AND ENVIRC	08/02/2022	Regular	0.00	13,920.00	72043
WU231123598	Invoice	07/14/2022	UF-ANNUAL PERMIT FEE CO0021440-WWTP	0.00	13,920.00	
000253	COLORADO DEPT OF PUBLIC HEALTH AND ENVIRC	08/02/2022	Regular	0.00	115.00	72044
WU231133289	Invoice	07/14/2022	UF-ANNUAL PRETREATMENT FEE PERMIT C...	0.00	115.00	
000306	COMCAST BUSINESS	08/02/2022	Regular	0.00	2,097.26	72045
150778494	Invoice	07/15/2022	Comcast Phones	0.00	2,097.26	

Check Report

Date Range: 07/20/2022 - 08/02/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
000307	COMCAST CABLE COMM, LLC	08/02/2022	Regular	0.00	474.29	72046
0117309 AUG22	Invoice	07/14/2022	REC-CABLE/MUSIC	0.00	254.25	
0164533 AUG22	Invoice	07/13/2022	GF-AUG22 INTERNET/CABLE-PW SHOP	0.00	220.04	
000388	DIGETKS, LLC	08/02/2022	Regular	0.00	16,200.00	72047
7917	Invoice	07/01/2022	EDR Solution	0.00	16,200.00	
002821	FIESTA TIME INC	08/02/2022	Regular	0.00	1,717.50	72048
5152	Invoice	07/02/2022	GF-TENT/TABLES 4TH OF JULY-COM EVENTS	0.00	1,717.50	
000526	GERARDO CONCRETE	08/02/2022	Regular	0.00	5,040.00	72049
072022	Invoice	07/20/2022	Rail Road Park - Fitness Area Sidewalk	0.00	5,040.00	
001714	GLASS GORILLA	08/02/2022	Regular	0.00	2,282.57	72050
18267	Invoice	07/01/2022	REC-REPLACE FITNESS ROOM MIRRORS	0.00	2,282.57	
003086	INSIGHT AUTO GLASS	08/02/2022	Regular	0.00	945.00	72051
277483	Invoice	07/07/2022	GF-CAT WINDSHIELD REPLACEMENT-STREETS	0.00	945.00	
002755	MAXINE BROOKS	08/02/2022	Regular	0.00	266.00	72052
072622	Invoice	07/26/2022	GF-RESTITUTION 134176-7	0.00	266.00	
000783	MEANDERING WITH MARY	08/02/2022	Regular	0.00	140.00	72053
072022	Invoice	07/20/2022	CPR-JULY CASINO TRIP-SENIORS	0.00	140.00	
000835	NEOGOV	08/02/2022	Regular	0.00	7,603.83	72054
INV-24142	Invoice	07/20/2022	NEOGOV and GovernmentJobs.com Subscrip...	0.00	7,603.83	
000928	PUSH-PEDAL-PULL	08/02/2022	Regular	0.00	1,372.22	72055
340311	Invoice	07/24/2022	REC-BATTERY/FOOT PEDAL/CABLE	0.00	1,372.22	
001040	STERICYCLE	08/02/2022	Regular	0.00	63.89	72056
3006096803	Invoice	08/01/2022	REC-BIOHAZARD	0.00	63.89	
002694	SYMMETRY ENERGY SOLUTIONS LLC	08/02/2022	Regular	0.00	3,311.01	72057
14079914	Invoice	07/25/2022	REC-JUN22 GAS SERVICE	0.00	3,311.01	
001105	TOSHIBA FINANCIAL SERVICES	08/02/2022	Regular	0.00	2,376.36	72058
477730063	Invoice	07/15/2022	Copier Lease	0.00	2,376.36	
002084	UNITED SITE SERVICES	08/02/2022	Regular	0.00	1,434.99	72059
INV-00700225	Invoice	07/01/2022	CPR-PORTABLE RESTROOM SERVICE-COM C...	0.00	1,208.46	
INV-00822334	Invoice	07/05/2022	CPR-PORTABLE RESTROOM SERVICE-COM C...	0.00	226.53	
003087	WARD ELECTRIC COMPANY	08/02/2022	Regular	0.00	3,000.00	72060
072622	Invoice	07/26/2022	UF-HYDRANT METER DEPOSIT REFUNDS-UB	0.00	3,000.00	
001224	XCEL ENERGY-GAS	08/02/2022	Regular	0.00	122.09	72061
788996446	Invoice	07/22/2022	GF-CITY HALL & GENERATOR GAS 6/20-7/19...	0.00	122.09	
000119	BANK OF COLORADO	07/29/2022	Bank Draft	0.00	-100.00	DFT0001994
CM0000026	Credit Memo	07/29/2022	HSA DISTRIBUTION	0.00	-100.00	
001416	VALIC_1	07/29/2022	Bank Draft	0.00	34,346.03	DFT0001995
INV0001212	Invoice	07/29/2022	VALIC - 457(b) \$ Contributions	0.00	34,346.03	
001265	IRS	07/29/2022	Bank Draft	0.00	66,899.71	DFT0001996
INV0001214	Invoice	07/29/2022	Federal Withholding	0.00	66,899.71	
001418	CO DEPARTMENT OF REVENUE	07/29/2022	Bank Draft	0.00	12,346.00	DFT0001997

Check Report

Date Range: 07/20/2022 - 08/02/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0001215	Invoice	07/29/2022	CO Withholding	0.00	12,346.00	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	93	78	0.00	237,089.31
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	4	4	0.00	113,491.74
EFT's	0	0	0.00	0.00
	97	82	0.00	350,581.05

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	178	117	0.00	371,492.48
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	4	4	0.00	113,491.74
EFT's	0	0	0.00	0.00
	182	122	0.00	484,984.22

Fund Summary

Fund	Name	Period	Amount
600	GOLF ENTERPRISE FUND	7/2022	105,920.97
600	GOLF ENTERPRISE FUND	8/2022	28,482.20
999	POOLED CASH/CONSOLIDATED CASH	7/2022	275,452.19
999	POOLED CASH/CONSOLIDATED CASH	8/2022	75,128.86
			484,984.22

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
July 19, 2022**

The City Council of the City of Fort Lupton met in a regular session at the City Complex, 130 South McKinley Avenue, the regular meeting place of the City Council, on Tuesday, July 19, 2022. Mayor Zo Stieber-Hubbard called the meeting to order at 6:00 p.m. and invited everyone to join her in the Pledge of Allegiance.

ROLL CALL

Mari Peña, City Clerk, called the roll. Those present were Mayor Zo Stieber-Hubbard, Councilmembers Chris Ceretto, Bruce Fitzgerald, Valerie Blackston, and Carlos Barron.

Councilmembers David Crespín and Claud Hanes participated remotely through GoToMeeting.

Also present were City Administrator, Chris Cross, City Clerk, Mari Peña, City Attorney, Andy Ausmus, Public Works Director, Roy Vestal and Planning Director, Todd Hodges.

PERSONS TO ADDRESS COUNCIL

There was no one to address the Council.

APPROVAL OF AGENDA

It was moved by Carlos Barron and seconded by Bruce Fitzgerald to approve the agenda presented. Motion passed unanimously on voice vote.

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the July 19, 2022, payables; there were no questions or comments from the Mayor or Council.

CONSENT AGENDA

It was moved by Bruce Fitzgerald and seconded by Chris Ceretto to approve the Consent Agenda as presented with the following items:

- June 6, 2022, Public Meeting Minutes
- July 5, 2022, City Council Meeting Minutes
- APPROVING RESOLUTION 2022R042 FOR THE PLANNING DEPARTMENT FEE SCHEDULE TO REFLECT CHANGES IN THE DEVELOPMENT CODE UPDATE AM 2022-115.

Motion passed unanimously on roll call vote.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
July 19, 2022**

ACTION MEMORANDUM

AM 2022-116 Accept the Audited 2021 Annual Comprehensive Financial Report (ACFR)

CliftonLarsonAllen LLC has completed their review of the year ended December 31, 2021 financial statements and have issued their report. The ACFR is available on the City's website www.FortLuptonCO.gov.

The Audited Financial Statements are required to be filed with the State of Colorado Auditor every year by July 31. The statements are also filed with the Multiple Securities Rule Making Board (MSRB) every year by June 30 to keep us in compliance with the continuing disclosure requirements of our bonds. The statements were filed with all agencies on June 22, 2022.

Paul Niedermuller, representing CliftonLarsonAllen, LLC provided the Council with brief report of his findings.

It was moved by Bruce Fitzgerald and seconded by Valerie Blackston to approve the Audited 2021 Annual Comprehensive Financial Report (ACFR). Motion passed unanimously on roll call vote.

AM 2022-117 Approve the Change Order for Harrison Avenue / 1st to 9th Street Engineering Design Services Agreement with Tait & Associates, Inc. Not to Exceed \$25,200 From the Street Sales Tax Fund

The current engineering services agreement with Tait & Associates, Inc. with Change Order number 1 is for \$193,004.00. This included adding 4th to 9th Street to the original design agreement.

Value engineering during the 75% document review indicated the potential savings in construction costs by connecting storm drainage at 2nd and 3rd Street directly to Pacific Avenue instead of larger pipes along Harrison to 4th Street with one connection to Pacific Avenue. The additional request for this change order covers additional surveying, potholing of existing utilities in 2nd and 3rd Streets, added storm drainage calculations and sewer design. The additional redesign work will result in \$76,500 savings in construction costs for the project.

It was moved by Carlos Barron and seconded by Chris Ceretto to approve the Change Order for Harrison Avenue / 1st to 9th Street Engineering Services Agreement with Tait and Associates, Inc. not to exceed \$25,200 from the Street Sales Tax Fund. Motion passed unanimously on roll call vote.

STAFF

There were no reports from staff.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
July 19, 2022**

MAYOR/COUNCIL REPORTS

There were no reports from the Mayor or City Council.

FUTURE CITY EVENTS

July 26, 2022 Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.

August 2, 2022 National Night Out

August 2, 2022 City Council Meeting, 130 S. McKinley Ave. 6:00 p.m.

August 9, 2022 Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.

ADJOURNMENT

The meeting adjourned at 6:24 p.m.

Submitted by,

Maricela Peña, City Clerk

Approved by City Council

Zo Stieber-Hubbard, Mayor



SUBJECT FOR DISCUSSION

Authorize Payment to Northern Colorado Water Conservancy District (NCWCD) for the Southern Water Supply Project (SWSP) 2022 Operation and Maintenance Assessment for an Amount not to Exceed \$132,017.29 from the Utility Fund.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The NCWCD is requiring a payment of \$132,017.29 due by August 15, 2022. The 2022 Assessment has increased \$74,698.12. The increase includes \$72,382.75 for operations of the new eastern pump station that came online at the end of 2021.

	2022 Estimated Cost	2021 Actual Cost Estimate Adjustment	2022 Reserve Adjustment	2022 Total Assessment Due	2021 Assessment
Carter Lake Outlet	\$ 12,113	\$ 609.08	1,948	\$ 14,670.08	\$ 6,101.51
Broomfield Line	22,287	6,833.25	84	29,204.25	20,952.46
Fort Lupton Line	20,188	-1,182.29	-3,245	15,760.71	30,265.20
Eastern Pump Plant	28,705	620.25	43,057	72,382.25	-
Net Assessment Amount Due	\$83,293.00	\$ 6,880.29	\$ 41,844.00	\$132,017.29	\$ 57,319.17

FINANCIAL CONSIDERATIONS

The utility fund budget for 2022 has \$87,700 budgeted. A supplemental budget resolution will be required to cover the \$44,317.29 overage.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

None

STAFF RECOMMENDATIONS

Approve the payment of the SWSP O&M Assessment of \$132,017.29 from the Utility Fund

Attachments: a. NCWCD Invoice
 b. NCWCD SWSP Financial Statements

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

Emailed to: lperino@fortluptonco.gov

July 15, 2022

Leann Perino
City of Fort Lupton
130 South McKinley Avenue
Fort Lupton, CO 80621-0148

Dear Leann Perino:

Enclosed please find the 2022 Southern Water Supply Project Operation and Maintenance Assessment. This statement reflects the assessment for 2022 estimated costs and the reconciliation of the estimated to actual expenses incurred for 2021.

As you may be aware, the allotment contracts require cash reserve balances for each project segment at approximately 150 percent of the expected operational charges for that segment for the coming year. Where reserve balances at September 30, 2021, were greater or less than that amount, we have included in this year's assessment an adjustment to account for the difference.

Also enclosed is an overview of Annual Expenditures for fiscal year ending September 30, 2021.

The 2022 assessment is due on or before August 15, 2022. If you have any questions, please contact me (970 622-2344; kunrein@northernwater.org) or Myles Baker (970-622-2314; mbaker@northernwater.org).

Very truly yours,



Kristyn J. Unrein, CGFM
Financial Services Department Manager

Enclosures

CC: Chris Cross



**Southern Water Supply Project Water Activity Enterprise
2022 Annual Operation Assessment**

Participant: City of Fort Lupton

Statement Date: July 15, 2022

Payment Due Date: August 15, 2022

Payment Due: \$132,017.29

Three Assessment billing components are detailed below:

Pipeline and Pump Station	2022 Estimated Cost	2021 (1) Actual Cost to Estimate (Credit) Debit Adjustment	(2) Reserve Adjustment	Total Due
Carter Lake Outlet	12,113.00	609.08	1,948.00	14,670.08
Broomfield Line	22,287.00	6,833.25	84.00	29,204.25
Ft. Lupton Line	20,188.00	(1,182.29)	(3,245.00)	15,760.71
Eastern Pump Plant	28,705.00	620.25	43,057.00	72,382.25
Total	83,293.00	6,880.29	41,844.00	132,017.29

AMOUNT DUE

\$132,017.29

Billing Comments:

- (1) (Credit) or Charge adjustment for 2021 estimated cost to 2021 actual cost.
- (2) Adjustment for operating and maintenance reserve (18 months of estimated costs).

Please make your check payable to:

Northern Colorado Water Conservancy District
220 Water Avenue, Berthoud, CO 80513

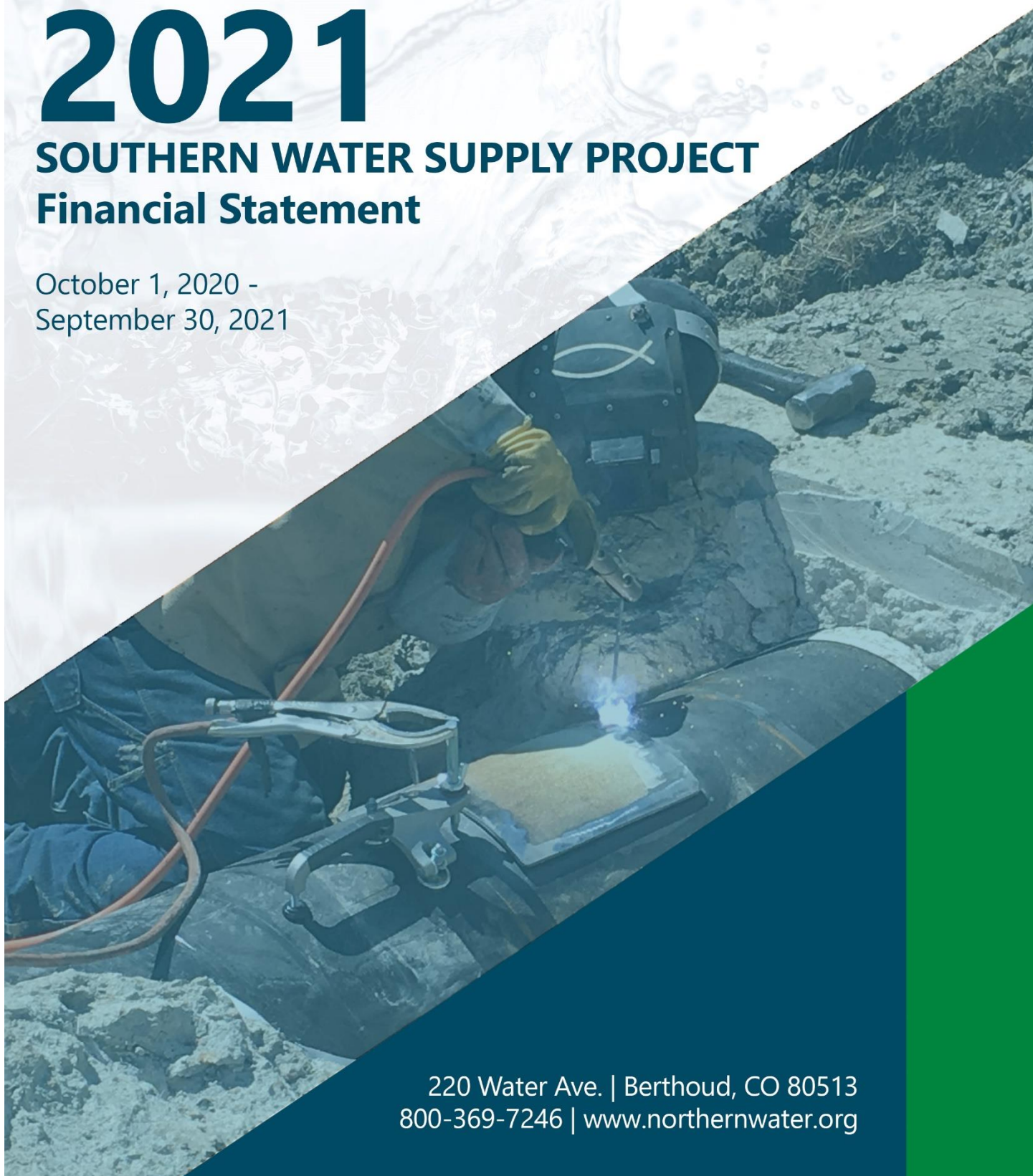
Please contact Ms. Bernice Rupp at (970) 622-2313 for wire and ACH payment options.



2021

SOUTHERN WATER SUPPLY PROJECT Financial Statement

October 1, 2020 -
September 30, 2021



220 Water Ave. | Berthoud, CO 80513
800-369-7246 | www.northernwater.org



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ABOUT THE SOUTHERN WATER SUPPLY PROJECT



The Southern Water Supply Project (SWSP) Water Activity Enterprise includes the construction, operation and maintenance of two water supply pipeline projects. The original Southern Water Supply Project (SWSP I) includes four pipelines spanning 108 miles and three related pump stations that convey Colorado-Big Thompson and Windy Gap project water to various Front Range cities and water districts within Northern Water and Municipal Subdistrict boundaries. Construction of the SWSP I was completed from 1991 to 1999 at a cost of \$74.7 million. Participants in the project include the City and County of Broomfield; Cities of Fort Lupton, Fort Morgan, Longmont and Louisville; Towns of Berthoud, Erie, Hudson and Superior; and the Central Weld County, Little Thompson and Morgan County Quality Water Districts, the Platte River Power Authority and Tri-State Generation and Transmission Association, Inc. (Tri-State).

In 2020, construction of the Southern Water Supply Project (SWSP II) pipeline project was completed at a construction cost of approximately \$38 million. The SWSP II pipeline traverses from Carter Lake south to the Boulder Reservoir Water Treatment Plant, a total distance of 20 miles. The first 12 miles parallel the SWSP I pipeline from Carter Lake to St. Vain Road near Longmont's Vance Brand Municipal Airport. The pipeline's last eight miles deliver water to Left Hand Water District and the Boulder Reservoir Water Treatment Plant. SWSP II participants include the City of Boulder, Town of Berthoud and the Longs Peak and Left Hand Water districts. SWSP II participants share costs with SWSP I participants for Carter Lake Outlet operations and maintenance expenses. The SWSP II pipeline started full deliveries of water in April 2020. Operational cost reviews are included in this report for both the SWSP and SWSP II operations.

Participants own contractual rights to specified capacity in the pipelines and pump stations and pay their proportionate shares of operations, maintenance and replacement costs of the project. The projects are owned, operated and maintained on behalf of the participants by the Southern Water Supply Project Water Activity Enterprise (Enterprise), Northern Colorado Water Conservancy District.

Construction of the Eastern Pump Plant on the Fort Morgan segment of the SWSP I pipeline began in January 2020 and was completed in April 2021. Operational testing of the pump station was delayed as repairs were required by the pump equipment manufacturer that were discovered during pump station commissioning in September 2021. Operational testing is anticipated to be completed during the summer of 2022 depending on participants ability and need for increased capacity.

EXPENDITURES BY PIPELINE AND PUMP STATION

Operations and maintenance costs of the projects for fiscal year 2021 amounted to \$1,809,350. This was an increase of \$432,578 over 2020 and included a full year of SWSP II pipeline operations. Labor costs of \$921,691 during 2021 were, as in previous years, primarily for water operations, SCADA services, utility locates, and annual and periodic maintenance of the projects. Energy costs for the year were \$264,101 which were incurred primarily at the pump stations. This cost is similar to 2020, which was \$265,349. Combined, labor and energy accounted for 66 percent of the overall cost.

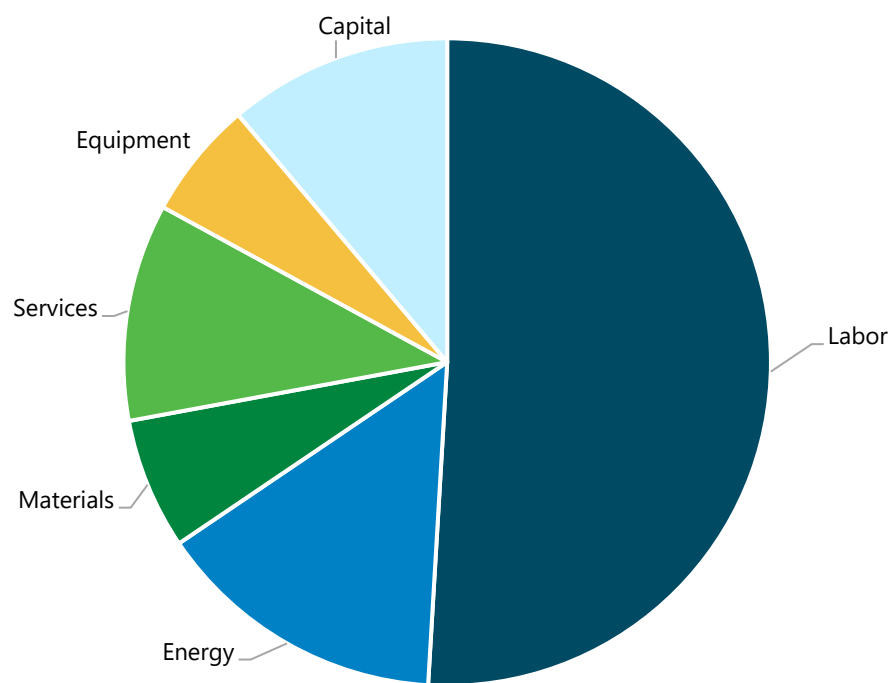
Annual maintenance included checkouts on air-vac valves, pipeline inspections, regular annual shut-down for maintenance, cathodic protection, and SCADA system monitoring and maintenance. Service expenses not related to energy were \$196,423. This was mostly due to the costs associated with right of way and reclamation work along SWSP II. This work totaled \$130,449.

The total cash balance as of September 30, 2021, was \$2,040,092. This is a decrease from last year due to the close-out of the SWSP II Pipeline construction cash account.

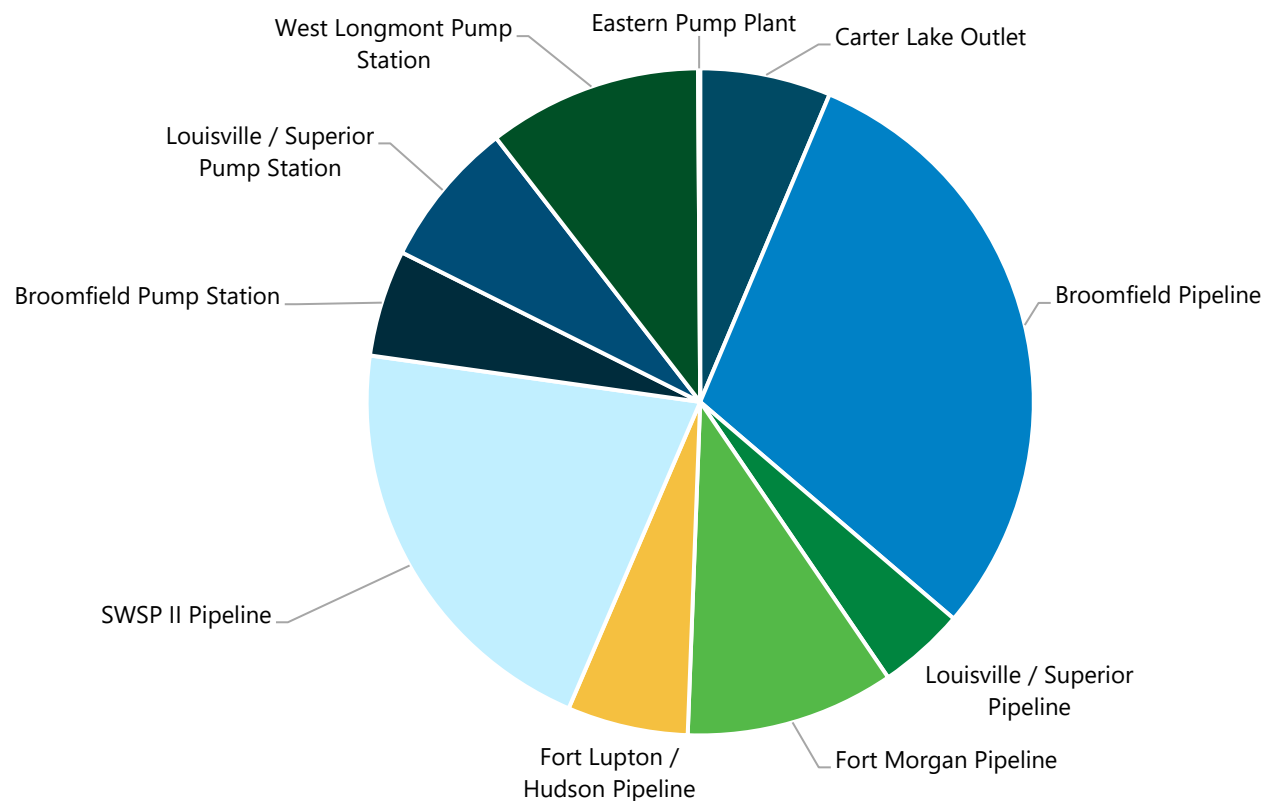
Expenditures by Pipeline	Fiscal Year 2021
Carter Lake Outlet	\$ 114,725
Broomfield Pipeline	541,330
Louisville / Superior Pipeline	76,257
Fort Morgan Pipeline	183,177
Fort Lupton / Hudson Pipeline	105,938
SWSP II Pipeline	375,832
Total Pipeline Expenditures	<u>\$ 1,397,259</u>

Expenditures by Pump Station	Fiscal Year 2021
Broomfield Pump Station	\$ 93,518
Louisville / Superior Pump Station	128,999
West Longmont Pump Station	187,737
Eastern Pump Station	1,837
Total Pump Station Expenditures	<u>\$ 412,091</u>

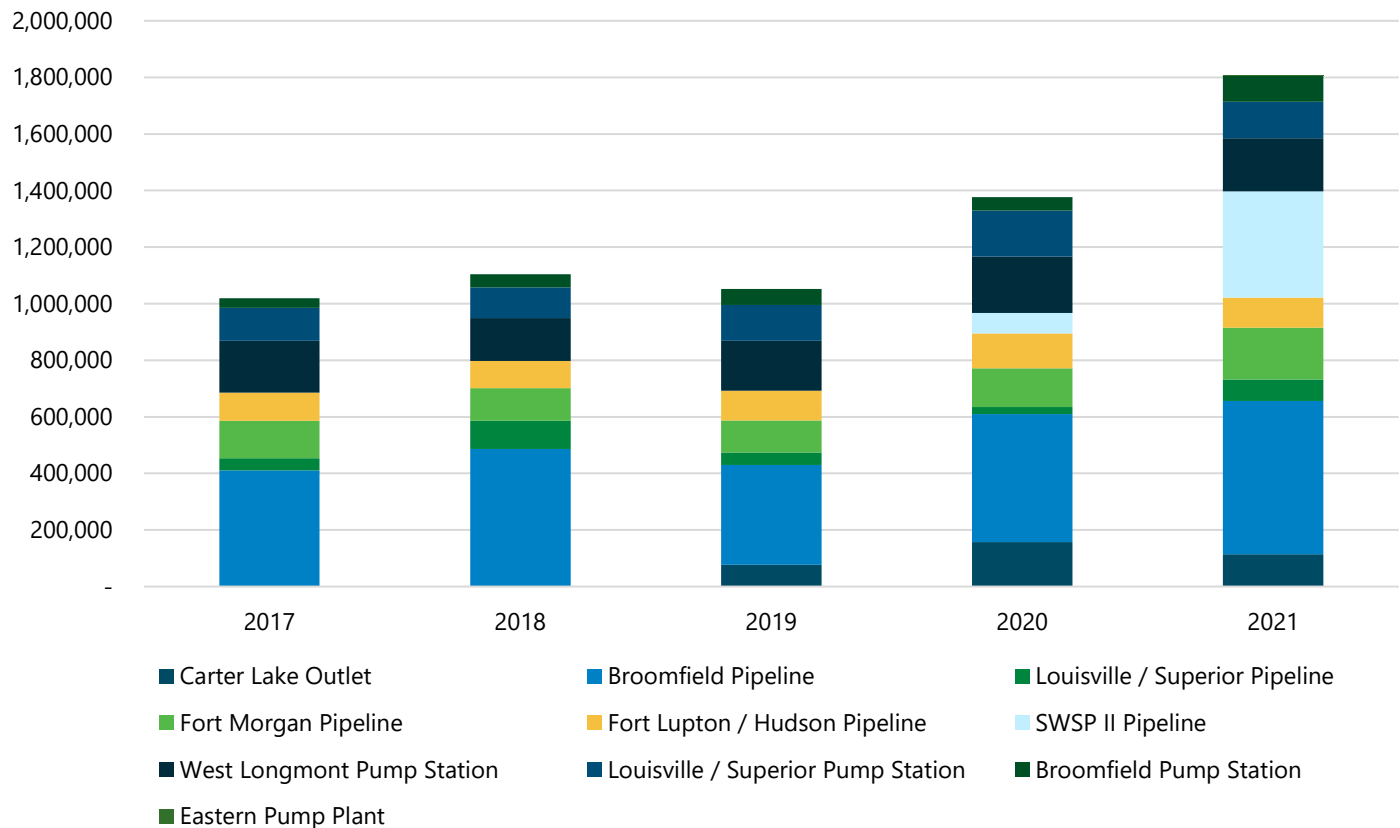
Expenditures by Cost Category



Expenditures by Pipeline/Pump Station



Five-Year Comparative Expenses by Pipeline and Pump Station



The above chart provides a comparison of total expenses incurred to maintain and operate the projects over the previous five fiscal year periods ending on September 30. With the addition of SWSP II, total expenses for the enterprise were \$1,809,350. Broomfield Pipeline expenses represent the largest expense area with average annual expenses of \$449,000. Detail comments on expenses for current operations follow.

PREVIEW OF FISCAL YEAR 2022 BUDGET

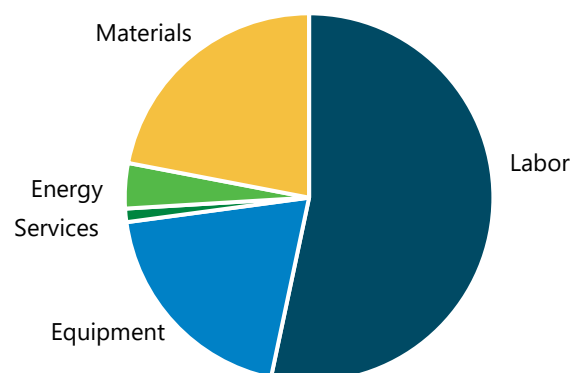
The fiscal year 2022 Southern Water Supply Project budget is \$3,145,442 including planned capital projects. Operating expenses are estimated to be \$2,410,639, which was an increase of \$871,416 over fiscal year 2021. This was mainly due to the addition of indirect costs of \$938,300 due the District. After the budget was approved, the Northern Water Board of Directors approved delay of the indirect costs to fiscal year 2023 and will not be charged in fiscal year 2022.

In fiscal year 2022, planned capital work is budgeted at \$634,803 and includes a Flow Meter and PLC work at Carter Lake Outlet. In addition, there will be a Broomfield Blow-Off Replacement and SWSP II Isolation Valve work. Finally, there will be many smaller projects including test station work, an access road, and a manlift at Eastern Pump Plant.

PIPELINE EXPENDITURES

Carter Lake Outlet and Pipelines

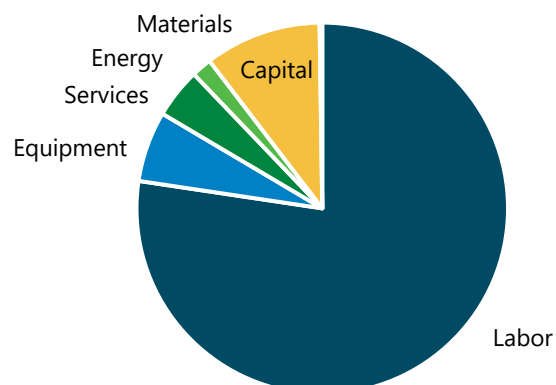
	Fiscal Year 2021	
Northern Water Labor Charges	\$61,176	53%
Northern Water Equipment Charges	22,424	20%
Services Other than Energy	1,355	1%
Energy Charges	4,549	4%
Materials Expenditures	25,222	22%
	<u>\$114,726</u>	<u>100%</u>



Expenses for the Carter Lake Outlet decreased by \$42,609. This was due to a decrease of non-recurring box section labor incurred in the prior year. As a percentage of total costs, labor was 53 percent versus 69 percent in 2020. In addition, capital costs (Generator) were higher in the previous year.

Broomfield Pipeline

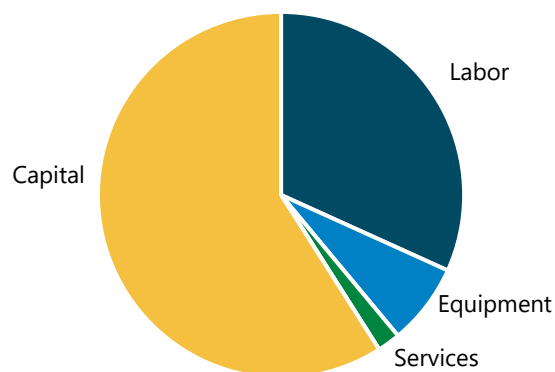
	Fiscal Year 2021	
Northern Water Labor Charges	\$418,791	77%
Northern Water Equipment Charges	33,261	6%
Services Other than Energy	23,511	4%
Energy Charges	9,527	2%
Materials Expenditures	54,997	10%
Capital	1,243	0%
	<u>\$541,330</u>	<u>100%</u>



The total expenses for the 30-mile Broomfield Pipeline were \$541,330. This is an increase of \$88,800 or 20 percent higher than 2020. The costs are higher mainly due to increase SCADA and master meter work at the Erie and Louisville / Superior Turnouts. In addition, there were increases in right of way related labor on Segments B2 and B3 and general SCADA services. These increases were partially offset by a reduction in capital expenses.

Louisville/Superior Pipeline

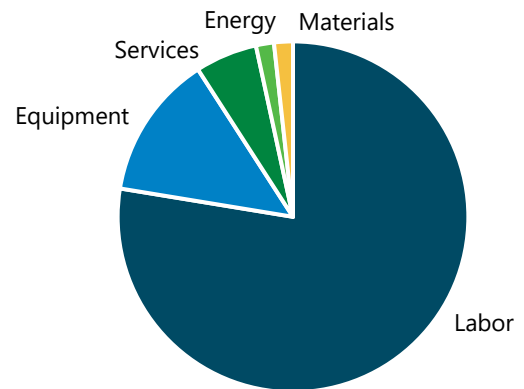
	Fiscal Year 2021	
Northern Water Labor Charges	\$24,224	32%
Northern Water Equipment Charges	5,488	7%
Services Other than Energy	1,548	2%
Capital	44,997	59%
	<u>\$76,257</u>	<u>100%</u>



Total expense for the Louisville/Superior Pipeline increased by \$51,000, which was primarily due to a \$45,000 blowoff capital project on the S2 Segment. Excluding the capital, operating costs increased by approximately \$7,000 primarily due to labor costs for right of way and blowoffs work.

Fort Morgan Pipeline

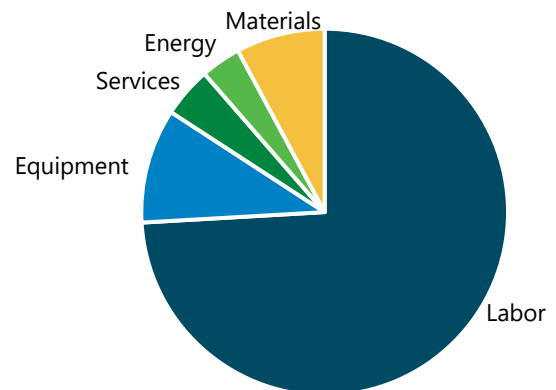
	Fiscal Year 2021	
Northern Water Labor Charges	\$93,328	51%
Northern Water Equipment Charges	15,995	9%
Services Other than Energy	6,880	4%
Energy Charges	1,994	1%
Materials Expenditures	2,092	1%
Capital	62,888	34%
	<u>\$183,177</u>	<u>100%</u>



Total expense for the Fort Morgan Pipeline of \$183,000 is an increase of \$46,000 over costs in fiscal year 2020. This increase was due to the Segment M1 capital rectifier expense of \$63,000. This increase was partially offset by non-recurring cathodic protection services incurred in the prior year.

Fort Lupton/Hudson Pipeline

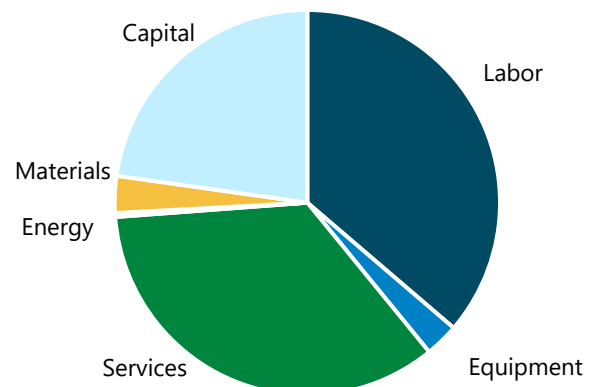
	Fiscal Year 2021	
Northern Water Labor Charges	\$78,487	74%
Northern Water Equipment Charges	10,693	10%
Services Other than Energy	4,693	4%
Energy Charges	3,755	4%
Materials Expenditures	8,310	8%
	<u>\$105,938</u>	<u>100%</u>



Total expense for the Fort Lupton/Hudson Pipeline of \$106,000 is \$17,000 or 14 percent lower than last year with lower labor expenses related to cathodic protection and locates. The five-year average is \$106,000.

Southern Water Supply Project II Pipeline

	Fiscal Year 2021	
Northern Water Labor Charges	\$136,302	36%
Northern Water Equipment Charges	10,665	3%
Services Other than Energy	130,449	35%
Energy Charges	1,217	0%
Materials Expenditures	11,625	3%
Capital	85,574	23%
	<u>\$375,832</u>	<u>100%</u>

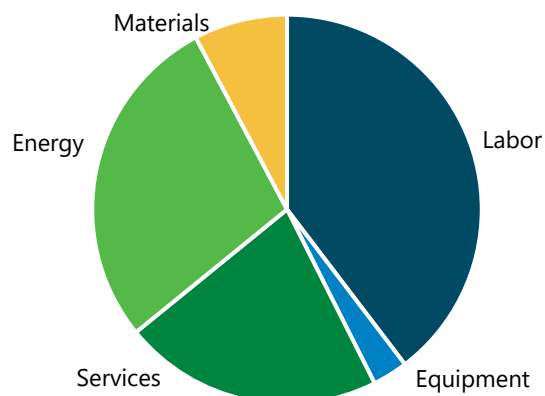


The Southern Water Supply Project II Pipeline became operational on April 20, 2020. Total cost of the pipeline was approximately \$48 million. The fiscal year 2021 operating costs reflect a full year of operations plus costs related to right of way and reclamation work. The Services Other than Energy costs of \$130,000 includes \$105,000 for reclamation services.

PUMP STATIONS EXPENDITURES

Broomfield Pump Station

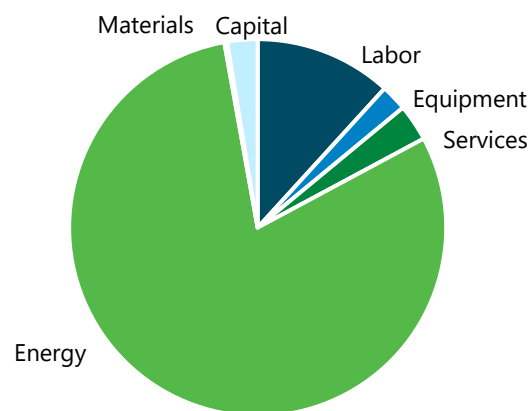
	Fiscal Year 2021	
Northern Water Labor Charges	\$35,685	38%
Northern Water Equipment Charges	2,634	3%
Services Other than Energy	19,406	21%
Energy Charges	25,294	53%
Materials Expenditure	6,990	7%
Capital	3,509	4%
	<u>\$93,518</u>	<u>100%</u>



Total expense for the Broomfield Pump Station is \$94,000 or \$46,000 higher than fiscal year 2020. The largest increase was in labor, which was \$21,000 higher than 2020. This increase is primarily due to electrical and mechanical work at the pump station facility. Services other than energy increased by \$15,000 due to floor resurfacing. Energy costs were 27 percent of the total costs.

Louisville/Superior Pump Station

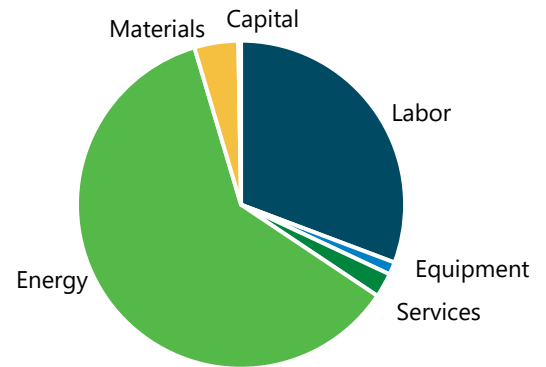
	Fiscal Year 2021	
Northern Water Labor Charges	\$15,177	12%
Northern Water Equipment Charges	2,900	2%
Services Other than Energy	4,066	3%
Energy Charges	103,196	80%
Materials Expenditures	319	0%
Capital	3,342	3%
	<u>\$128,999</u>	<u>100%</u>



Total expense for the Louisville/Superior Pump Station of \$129,000 is \$34,000 or 21 percent lower than last year primarily due to lower labor costs. Labor expense of \$15,000 is \$16,000 lower than fiscal year 2020. Services other than energy is \$20,000 lower due to non-recurring floor resurfacing expense incurred in prior year. Energy expense of \$103,000 represents 80 percent of the total costs.

West Longmont Pump Station

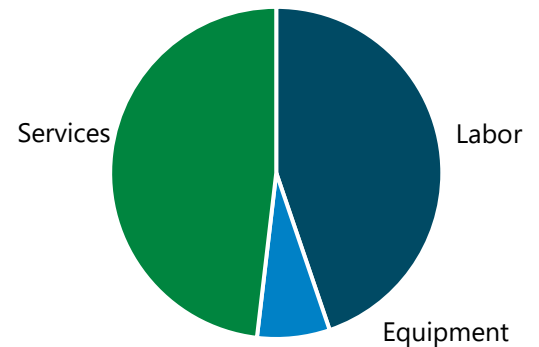
	Fiscal Year 2021	
Northern Water Labor Charges	\$57,699	31%
Northern Water Equipment Charges	2,335	1%
Services Other than Energy	4,515	2%
Energy Charges	114,569	61%
Materials Expenditures	8,114	4%
Capital - Roof Replacement	505	0%
	<u>\$187,737</u>	<u>100%</u>



Total expense for the West Longmont Pump Station of \$199,000 is \$11,000 or 6 percent lower than last year. The lower capital costs related to a roof replacement last year were partially offset by increases in operating expenses including SCADA labor expense. Energy expense of \$115,000 represents 61 percent of the total cost.

Eastern Pump Station

	Fiscal Year 2021	
Northern Water Labor Charges	\$823	45%
Northern Water Equipment Charges	130	7%
Material Expenditures	884	48%
	<u>\$1,837</u>	<u>100%</u>



In anticipation of the Eastern Pump Station operational expenses were minimal in fiscal year 2021 as we prepare for increased use as need arises.

ANNUAL EXPENDITURE SUMMARY WITH CASH BALANCES

Fiscal Year Ending September 30, 2021

Pipelines

		Fiscal Year 2021	
		(October 1, 2020 - September 30, 2021)	(September 30, 2021)
Carter Lake Outlet			
Northern Water Labor Charges	61,176		
Northern Water Equipment Charges	22,424		
Services Other than Energy	1,355		
Energy Charges	4,549		Included
Materials Expenditures	25,222		with
	114,725	Cash Balance	Broomfield
Broomfield Pipeline			
Northern Water Labor Charges	418,791		
Northern Water Equipment Charges	33,261		
Services Other than Energy	23,511		
Energy Charges	9,527		
Materials Expenditures	54,997		
Capital	1,243		
	541,330	Cash Balance	646,367
Louisville / Superior Pipeline			
Northern Water Labor Charges	24,224		
Northern Water Equipment Charges	5,488		
Services Other than Energy	1,548		Included
Materials Expenditures	-		with
Capital	44,997		Louisville/Superior
	76,257	Cash Balance	Pump Station
Fort Morgan Pipeline			
Northern Water Labor Charges	93,328		
Northern Water Equipment Charges	15,995		
Services Other than Energy	6,880		
Energy Charges	1,994		
Materials Expenditures	2,092		
Capital	62,888		
	183,177	Cash Balance	218,161
Fort Lupton / Hudson Pipeline			
Northern Water Labor Charges	78,487		
Northern Water Equipment Charges	10,693		
Services Other than Energy	4,693		
Energy Charges	3,755		
Materials Expenditures	8,310		
	105,938	Cash Balance	198,401

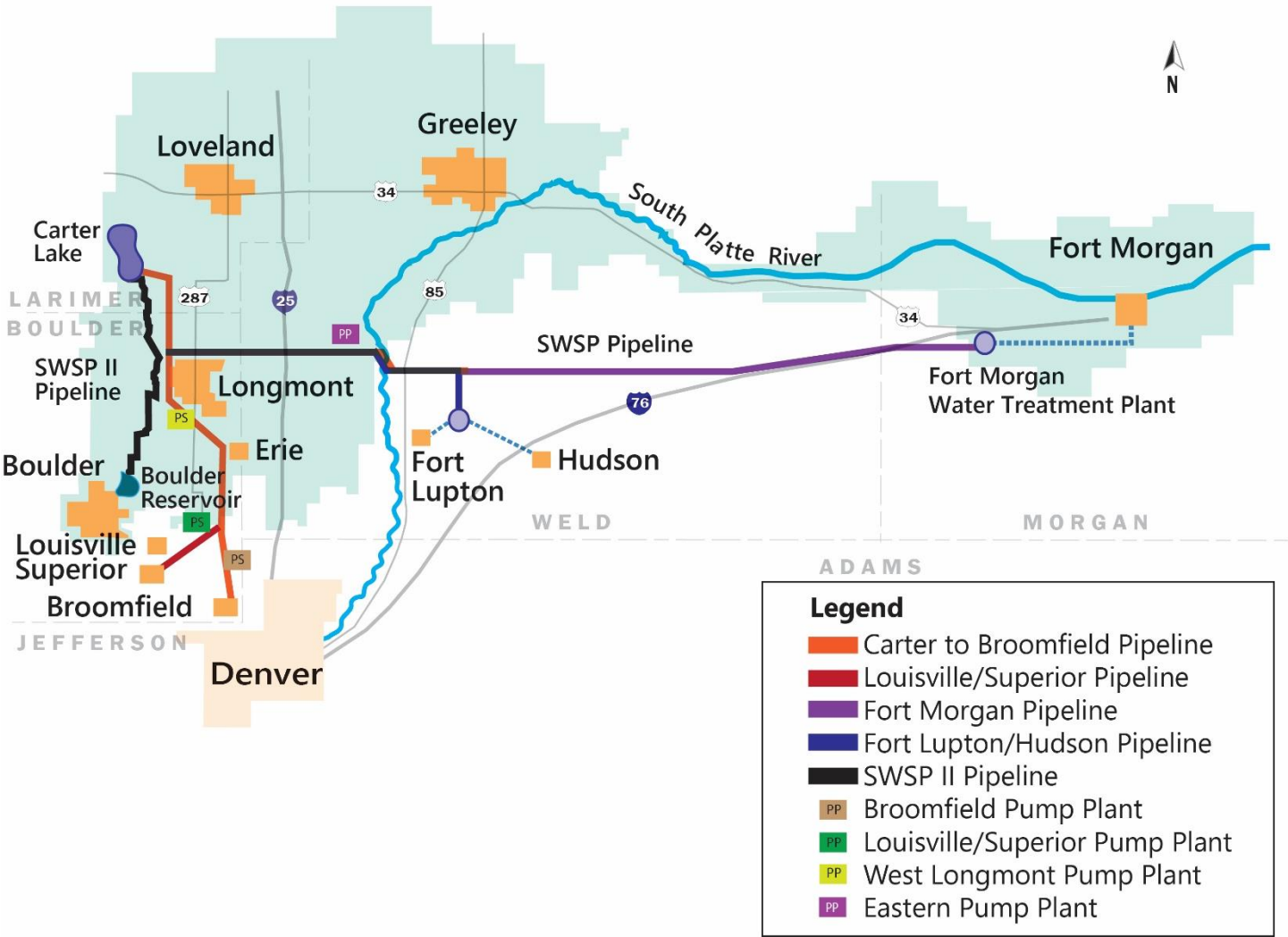
SWSP II Pipeline

Northern Water Labor Charges	136,302		
Northern Water Equipment Charges	10,665		
Services Other than Energy	130,449		
Energy Charges	1,217		
Materials Expenditures	11,625		
Capital	85,574		
	<u>375,832</u>	Cash Balance	<u>466,232</u>
Total Pipeline Expenditures -			
Fiscal Year 2021	<u>1,397,260</u>	Total Cash	<u>1,529,162</u>

Pump Stations

Fiscal Year 2021			
	(October 1, 2020 - September 30, 2021)		(September 30, 2021)
Broomfield Pump Station			
Northern Water Labor Charges	35,685		
Northern Water Equipment Charges	2,634		
Services Other than Energy	19,406		
Energy Charges	25,294		
Materials Expenditures	6,990		
Capital	3,509		
	<u>93,518</u>	Cash Balance	<u>58,013</u>
Louisville / Superior Pump Station			
Northern Water Labor Charges	15,177		
Northern Water Equipment Charges	2,900		
Services Other than Energy	4,066		
Energy Charges	103,196		
Materials Expenditures	319		
Capital	3,342		
	<u>128,999</u>	Cash Balance	<u>283,626</u>
West Longmont Pump Station			
Northern Water Labor Charges	57,699		
Northern Water Equipment Charges	2,335		
Services Other than Energy	4,515		
Energy Charges	114,569		
Materials Expenditures	8,114		
Capital	505		
	<u>187,737</u>	Cash Balance	<u>169,291</u>
Eastern Pump Station			
Northern Water Labor Charges	822		
Northern Water Equipment Charges	130		
Services Other than Energy	-		
Energy Charges	-		
Materials Expenditures	884		
Capital	-		
	<u>1,837</u>	Cash Balance	<u>-</u>
Total Pump Station Expenditures - Fiscal Year 2021			
	<u>412,090</u>	Total Cash	<u>510,930</u>
Total Project Expenditures - Fiscal Year 2021			
	<u>1,809,350</u>	Total Cash	<u>2,040,092</u>

SOUTHERN WATER SUPPLY PROJECT MAP







SUBJECT FOR DISCUSSION

Approving the Intergovernmental Agreement (“IGA”) with Board of County Commissioners of the County of Weld and the Weld County Clerk and Recorder Concerning the Administration of the November 8, 2022, Coordinated Election with the City of Fort Lupton and designating Maricela Peña as the Election Official for the City

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Colorado Revised Statutes §1-7-116 indicates if there are overlapping political subdivisions holding an election, a coordinated election is required. The City Council is placing a ballot question to be presented to the voters of Fort Lupton. The County Clerk is the “Coordinated Election Official” and is primarily responsible for conducting the election on behalf of the participating political subdivisions. The 1992 Act as amended provided that coordinated elections will be held pursuant to the “Uniform Election Code” and that there shall be an IGA between the Board of County Commissioners of Weld County, the Weld County Clerk and Recorder and the participating political subdivisions. The City has notified the Weld County Clerk of the City’s intent to participate in the coordinated election, a minimum of 100 days before the election, no later than July 29, 2022, per C.R.S §1-7-116(5). Per C.R.S. §1-7-116(2), the last day to have the IGA signed, is August 30, 2022.

FINANCIAL CONSIDERATIONS

On Page 2, Section 3 (g) of the IGA, states that the Jurisdiction must pay the sum of \$1.25 per registered elector eligible to vote in the Jurisdiction’s election as of November 8, 2022, with a \$200 minimum regardless of whether the election is actually held. A review of the voter registration list indicated there are approximately 4,900 registered electors residing in the City of Fort Lupton resulting in an estimated cost of \$6,200.00.

The General Fund has \$10,250 budgeted for elections in 2022.

LEGAL/POLITICAL CONSIDERATIONS

C.R.S. §1-7-116 states that coordinated elections are required for all overlapping political subdivisions that have conducted elections on the same date in November.

ALTERNATIVES/OPTIONS

STAFF RECOMMENDATIONS

Approve the Intergovernmental Agreement between the City of Fort Lupton, Board of County Commissioners of the County of Weld and the Weld County Clerk and Recorder for the conduct of the November 8, 2022, Coordinated Election.

Attachments: a. Memorandum of Intergovernmental Agreement for Coordinated Election
b. Calendar for Coordinated Election Dates

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

City of Fort Lupton, hereinafter referred to as "Jurisdiction," does hereby agree and contract with the Board of County Commissioners of the County of Weld, hereinafter referred to as "Commissioners," and the Weld County Clerk and Recorder, hereinafter referred to as "County Clerk," concerning the administration of the November 8, 2022, General Election conducted pursuant to the Uniform Election Code of 1992 as amended (hereinafter "Code"), and the rules and regulations promulgated thereunder, found at 8 C.C.R. 1505-1. This Agreement is not intended to address or modify statutory provisions regarding voter registration, nor to address or modify the County Clerk's duties thereunder.

WHEREAS, the Jurisdiction desires to conduct an election pursuant to its statutory authority or to have certain items placed on the ballot at an election pursuant to its statutory authority, such election to occur via mail ballot on November 8, 2022; and

WHEREAS, the Jurisdiction agrees to conduct a Coordinated Election with the County Clerk acting as the Coordinated Election Official; and

WHEREAS, the County Clerk is the "Coordinated Election Official," pursuant to C.R.S. §1-7-116, and is to perform certain election services in consideration of performances by the Jurisdiction of the obligations herein below set forth; and

WHEREAS, such agreements are authorized by statute at C.R.S. §§1-1-111(3), 1-7-116, and 29-1-203, et seq.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. The Jurisdiction encompasses territory within Weld County and _____ County. This Agreement shall be construed to apply only to that portion of the Jurisdiction within Weld County.
2. Term of Agreement: This Agreement is intended only to deal with the conduct of the November 8, 2022, General Election.
3. The Jurisdiction agrees to perform the following tasks and activities:
 - a. Conduct all procedures required of the clerk or designated election official for initiatives, referenda, and referred measures under the provisions of C.R.S. §§31-11-101 through 31-11-118.
 - b. To do all tasks required by law of designated election officials concerning nomination of candidates by petition, including, but not limited to: issue approval as to form, where appropriate, of nominating petition; determine candidate eligibility; receive candidate acceptance of nominations; accept notice of intent, petitions for nomination, and affidavits of circulators; verify signatures on nominating petitions; and hear any protests of the nominating petitions, as said tasks are set forth in any applicable provisions of Title 1, Article IV, Parts 8 and 9, and C.R.S. §1-4-501, C.R.S., and those portions of the Colorado Municipal Election Code of 1965, Article X of Title 31, as adopted by reference pursuant to C.R.S. §1-4-805.

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

- c. Establish order of names and questions for Jurisdiction's portion of the ballot and submit to the County Clerk in final form. The ballot content, including a list of candidates, ballot title, and text, must be certified to the County Clerk no later than 60 days before the election, pursuant to C.R.S. §1-5-203(3)(a). The Jurisdiction must provide a Spanish (US) translation of the ballot title and text for the County to provide a Spanish language sample ballot and a Spanish language in-person ballot pursuant to § 1-5-906 and 1-5-907, C.R.S. The translation services selected by the Jurisdiction must be screened and tested for proficiency in both written English and Spanish with affiliation or accreditation by a nationally recognized association of translators or have credentials or certifications that are comparable to or exceed the standards used by a nationally recognized association of translators, and must produce translations that are linguistically accurate, culturally appropriate, and technically consistent with the original documents. The County Clerk will require the certification of translation be turned in with the ballot content.
- d. Accept written comments for and against ballot issues pursuant to C.R.S. §§ 1-7-901 and Colorado Constitution Article 10, Section 20(3)(b)(v). Comments to be accepted must be filed by noon on the Friday before the 45th day before the election. Preparation of summaries of written comments shall be done by the Jurisdiction but only to the extent required pursuant to C.R.S. §1-7-903(3). The full text of any required ballot issue notices must be transmitted to and received by the County Clerk no later than 43 days prior to the election pursuant to C.R.S. §1-7-904. No portion of this Subsection 3(d) shall require the County Clerk to prepare summaries regarding the Jurisdiction's ballot issues.
- e. Collect, prepare, and submit all information required to give notice pursuant to Colorado Constitution Article 10, Section 20(3)(b), the Taxpayer's Bill of Rights. Such information must be received by the County Clerk no less than 43 days prior to the election to give the County Clerk sufficient time to circulate the information to voters.
- f. Accept affidavits of intent to accept write-in candidacy up until close of business on the 64th day before the election, provide a list of valid affidavits received and forward them to the County Clerk pursuant to C.R.S. §1-4-1102(2).
- g. Pay the sum of \$1.25 per registered elector eligible to vote in the Jurisdiction's election as of November 8, 2022, with a \$200 minimum, within 30 days of billing, regardless of whether or not the election is actually held. If the Jurisdiction cancels the election before its Section 20, Article X, the Taxpayer's Bill of Rights, notices are due to the County, and prior to the County Clerk incurring any expenses for the printing of the ballots, the Jurisdiction shall not be obligated for any expenses under this Subsection 3(g). The Jurisdiction shall also be responsible for costs of recounts pursuant to C.R.S. §§1-10.5-107 or 1-11-215, except for costs collected from an "interested party"

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

pursuant to C.R.S. §1-10.5-106 which shall be collected by the entity conducting the recount.

- h. Designate an “election official” who shall act as the primary liaison between the Jurisdiction and the County Clerk and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder.
- i. By approval of this Agreement, any municipality thereby resolves to not use the provisions of the Colorado Municipal Election Code, except as otherwise set forth herein or as its use is specifically authorized by the Code.
- j. Mail ballot issue notices pursuant to C.R.S. §1-7-906(2) for active registered electors who do not reside within the county or counties where the political subdivision is located.
- k. Carry out all action necessary for cancellation of an election including notice pursuant to C.R.S. §1-5-208, and pay any costs incurred by the County Clerk within 30 days of receipt of an invoice setting forth the costs of the canceled election pursuant to C.R.S. §1-5-208(5).
- l. Jurisdiction shall verify as being accurate the list of registered elector’s names and addresses previously forwarded to the Jurisdiction by the Weld County Clerk and Recorder’s Office. By signing this Agreement, Jurisdiction represents that the list of registered elector’s names and addresses has been reviewed by the Jurisdiction and is accurate. The Jurisdiction will promptly notify Adam Gonzales, the Weld County Election Manager (see contact information in 5(h)), of any changes to the information contained in said list.
- m. By September **9th**, Jurisdiction shall notify all candidates to call the Election Office at 970-400-3109, to leave a voice mail on how to pronounce the candidate’s name and the office the candidate is seeking.

4. The County Clerk Agrees to perform the following tasks and activities:

- a. Except as otherwise expressly provided for in this Agreement, to act as the Coordinated Election Official for the conduct of the election for the Jurisdiction for all matters in the Code which require action by the Coordinated Election Official.
- b. Circulate the Taxpayer’s Bill of Rights notice pursuant to Colorado Constitution Article X, Section 20.
- c. Circulate general Ballot Issues notices pursuant to C.R.S. §§ 1-7-905 and 1-7-906(1), and publish and post notice, as directed in C.R.S. §1-5-205.

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

- d. Designate the statutory required number of drop boxes during the election cycle. Designate not less than the statutory requirement of voter service and polling centers for early voting and election day.
- e. After Election Day, bill Jurisdiction for number of registered electors within the Jurisdiction as of Election Day; identify the members of the Board of Canvassers eligible for receiving a fee; and bill the Jurisdiction for the fees.
- f. Designate an employee of the Weld County Clerk and Recorder's Office, Election Division to act as a primary liaison or contact between the County Clerk and the Jurisdiction (see contact information in 5(h)).
- g. The County Clerk shall appoint and train election judges and this power shall be delegated by the Jurisdiction to the County Clerk, to the extent required or allowed by law.
- h. Select and appoint a Board of Canvassers to canvass the votes, provided that the Jurisdiction, at its option, may designate one of its members and one eligible elector from the jurisdiction to assist the County Clerk in the survey of the returns for that Jurisdiction. If the Jurisdiction desires to appoint one of its members and an eligible elector to assist, it shall make such appointments, and shall notify the County Clerk in writing of such appointments not later than 15 days prior to the election. The County Clerk shall receive and canvass all votes, and shall certify the results in the time and manner provided and required by the Code. The County Clerk shall perform all recounts required by the Code.

5. Additional Provisions

- a. Time of the Essence.

Time is of the essence in this Agreement. The statutory time frames of the Code shall apply to the completion of the tasks required by this Agreement.

- b. Conflict of Agreement with Law.

This Agreement shall be interpreted to be consistent with the Code, provisions of Title 31 applicable to the conduct of elections, and the Colorado Election Rules contained in 8 C.C.R. 1505-1. Should there be an irreconcilable conflict between the statutes, this Agreement and the Colorado Election Rules, the statutes shall first prevail, then this Agreement and lastly the Colorado Election Rules.

- c. Right of Termination.

If Jurisdiction fails to accomplish its obligations, County is relieved of any further obligation under this agreement. Jurisdiction is fully responsible for any actions that result from its failure to meet its obligations.

- d. Liquidated Damages.

Memorandum of Intergovernmental Agreement For Conduct of Coordinated Elections

In the event that a Court of competent jurisdiction finds that the election for the Jurisdiction was void or otherwise fatally defective as a result of the sole negligence or failure of the County Clerk to perform in accordance with this Agreement or laws applicable thereto, then the County Clerk shall, as liquidated damage, not as a penalty, refund all payments made, pursuant to Subsection 3(g) of this Agreement and shall, if requested by the Jurisdiction, conduct the next Coordinated Election which may include any election made necessary by a defect in the election conducted pursuant to this Agreement with no fee assessed to the Jurisdiction. This remedy shall be the sole and exclusive remedy for damages available to the Jurisdiction under this Agreement.

e. No Waiver of Privileges or Immunities.

No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act §§ 24-10-101 et seq., as applicable now or hereafter amended, or any other applicable privileges or immunities held by the parties to this Agreement.

f. No Third Party Beneficiary Enforcement.

It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

g. Entire Agreement, Modification, Waiver of Breach.

This Agreement contains the entire Agreement and understanding between the parties to this Agreement and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal, or other alteration of or to this Agreement and any attached exhibits shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the undersigned parties. No breach of any term, provision, or clause of this Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party hereto, or waiver of, a breach by any other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other, or subsequent, breach.

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

- h. Notice provided for in this Agreement shall be given by the Jurisdiction to the primary liaison designated according to section 4.f. above:

Adam Gonzales
Phone: (970) 400-3178
Fax: (970) 304-6566
Email: agonzales@weldgov.com
Address: PO Box 459, Greeley, CO 80632

Notice provided for in this Agreement shall be given to the Jurisdiction election official referred to in Subsection 3(h) of this Agreement by phone:

Designated Election Official for Jurisdiction: _____
Phone: _____
After hour phone number: _____
Additional Contact Information:
Fax: _____
E-mail: _____
Address: _____
_____.

DATED this _____ day of _____, 2022.

WELD COUNTY CLERK AND RECORDER

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF WELD COUNTY

Carly Koppes, Clerk and Recorder

Scott James, Chair

APPROVED AS TO FORM:

ATTEST: _____
Clerk to the Board of County Commissioners

County Attorney

Deputy Clerk to the Board

City of Fort Lupton
APPROVED AS TO FORM:

ATTEST:

Attorney for Jurisdiction (Signature)

Designated Election Official for Jurisdiction
(Signature)

2022 GENERAL ELECTION IMPORTANT DATES



Weld County will conduct a Mail Ballot election on November 8, 2022. The Intergovernmental Agreement (IGA) for this election is enclosed. Please sign and return it to the Weld County Clerk & Recorder by August 30, 2022.

Please submit your ballot content, candidates and questions, and ballot issue information on hard copy and one of the following (your information will be directly loaded onto the ballot from one of these):

1. as an E-Mail attachment (agonzales@weldgov.com)

We accept the **BALLOT** and **TABOR** information in **WORD** format. Please format the font to Arial 10.

The following is a calendar of important dates for you to remember this year:

- | | |
|----------|--|
| July 29 | Last day to notify the County Clerk that you will be participating in the Coordinated Election C.R.S. 1-7-116(5); 1-1-106(5) |
| Aug. 30 | Last day to sign IGA for Coordinated Election C.R.S. 1-7-116(2) |
| Sept. 9 | Last day for each Political Subdivision to certify ballot order and content to County Clerk C.R.S. 1-5-203(3)(a) |
| Sept. 9 | Jurisdiction shall notify all candidates to call the Election Office at 970-400-3109 to leave a voice mail on how to pronounce the candidate's name. Candidate should also state which race they are running for. |
| Sept. 26 | Final day for Designated Election Official (DEO) to submit ballot issue (pros/cons) information to County Clerk C.R.S. 1-7-904 |
| Oct. 7 | Last day for County Clerk to mail ballot issue information to all registered voters Article X Section 20(3)(b), C.R.S. 1-1-106(5) |
| Oct. 17 | First day ballots may be mailed to voters, except UOCAVA voters. C.R.S. 1-7.5-107(3)(a)(II) |
| Oct. 17 | First day 24-hour ballot boxes open. October 17th through November 8th. |
| Oct. 19 | Last day for County Clerk to publish legal notice. C.R.S. 1-1-104(34), C.R.S. 1-5-205(1) |
| Oct. 24 | First day Voter Service and Polling Centers must be open C.R.S. 1-7.5-107(4.5) |
| Nov. 8 | ELECTION DAY!!!!!! (Voter Service and Polling Centers open 7am-7pm) |

Unofficial election results will be available election night on our website – <http://www.weldgov.com>. If you have any questions, please do not hesitate to call.

Use this as a reference guide only. Always refer to the Colorado Constitution, Revised Statutes, and Secretary of State Rules for applicable provisions.



SUBJECT FOR DISCUSSION

Approving a Resolution Appointing Charles Miller to Serve on the Board of Directors of Metro Water Recovery for a Two (2) Year Term Beginning August 2, 2022 and Expiring June 30, 2024

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Mayor, by virtue of the authority vested by law, and with Council authorization, shall appoint a representative to the Board of Directors of Metro Water Recovery, to serve a term of two years, in accordance with the laws of the State of Colorado and the Bylaws of Metro Water Recovery.

Pursuant to the Bylaws of the Metro Water Recovery the City must appoint one (1) member to the Board of Directors. Charles Miller has submitted an application for the Mayor to consider appointment to the Metro Water Recovery. Charles Miller lives within the City of Fort Lupton and has knowledge of matters concerning operation and maintenance of water treatment facilities; holds a distribution and collections license level 1, and has knowledge of installing and replacing infrastructure water and sewer lines.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

1. Approve the Resolution appointing Charles Miller to the Board of Directors of Metro Water Recovery.
2. Do not approve the Resolution and seek other applicants.

STAFF RECOMMENDATIONS

Staff seeks recommendation.

Attachments: a. Proposed Resolution

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION 2022Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPOINTING CHARLES MILLER AS THE CITY OF FORT LUPTON REPRESENTATIVE TO THE BOARD OF DIRECTORS OF METRO WATER RECOVERY TO SERVE A TERM OF TWO YEARS BEGINNING AUGUST 2, 2022, AND ENDING JUNE 30, 2024

WHEREAS, pursuant to Section 32-4-513(3)(a), C.R.S., the governing body of the City of Fort Lupton, Weld County, Colorado, has filed a certified copy of Ordinance 2021-1128 adopted on September 7, 2021 with the Division of Local Government, ("Division"); and

WHEREAS, Pursuant to Section 32-4-513(3)(b), C.R.S., the Board of Director of the Metro Water Recovery has filed a certified copy of the Resolution No. 0322-B7b adopted on March 15, 2022, with the Division; and

WHEREAS, The Board of Directors of the Metro Water Recovery with Resolution No. 0322-B7.b have formally included in the Metro Water Recovery's boundaries the City of Fort Lupton; and

WHEREAS, pursuant to the Bylaws of the Metro Water Recovery the City must appoint one (1) member to the Board of Directors; and

WHEREAS, Charles Miller has submitted an application for the Mayor to consider appointment to the Metro Water Recovery; and

WHEREAS, qualified applicants are required to live within the member municipality they represent and shall attend monthly Standing Committees as assigned and the monthly board meetings.

WHEREAS, Charles Miller lives within the City of Fort Lupton and has knowledge of matters concerning operation and maintenance of water treatment facilities; holds a distribution and collections license level 1, and has knowledge of installing and replacing infrastructure water and sewer lines; and

WHEREAS, Charles Miller meets the requirements to serve on the Metro Water Recovery .

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby appoint Charles Miller as the City of Fort Lupton representative on the Board of Directors of Metro Water Recovery for a term beginning August 2, 2022, and ending June 30, 2024.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 2ND DAY OF AUGUST 2022.

City of Fort Lupton, Colorado

Zo Stieber-Hubbard, Mayor

Maricela Peña, City Clerk

Andy Ausmus, City Attorney



SUBJECT FOR DISCUSSION

Approve a Resolution Approving Service Plan for Cottonwood Conner Metropolitan District and Approve the Intergovernmental Agreement with District.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Cottonwood Conner, LLC, a Colorado limited liability company, the applicant for Cottonwood Conner Metropolitan District (the "District"), has submitted a Service Plan (the "Service Plan") pursuant to the City's Special District Policy, contained in Chapter 19 of the Code. The Service Plan meets the criteria of and complies with the requirements set forth in the City's Special District Policy.

The purpose of approving the service plan is to authorize the District to provide for planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements required for development of the Cottonwood Conner PUD. Please refer to the Service Plan Exhibit E for more details on the public improvements that may be funded by the District.

Future development will be required to complete additional filings, improvements agreements, and/or site plans prior to construction. Each phase of development will still require public hearings and final review and approval by City Council.

The City's Special District Policy and Title 32 require a public hearing before City Council and published and actual notice of the hearing. The District published notice of the hearing in the Fort Lupton News Press on July 7, 2022, and mailed notice as required by the City's Special District Policy and Title 32.

Legal counsel for the District will be present at the hearing to answer questions on the Service Plan and to request approval of the Service Plan and IGA.

FINANCIAL CONSIDERATIONS

None.

LEGAL/POLITICAL CONSIDERATIONS

The Service Plan and the Intergovernmental Agreement each comply with the City's Special District Policy set forth in Chapter 19. The City Council has the ability to approve, disapprove, or conditionally approve the request.

ALTERNATIVES/OPTIONS

- 1.) Adopt the Resolution.
- 2.) Do not adopt the Resolution.
- 3.) Adopt the Resolution with additional conditions.
- 4.) Continue the Resolution to the next Council meeting.

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

STAFF RECOMMENDATIONS

Staff recommends approval of the Service Plan and the Intergovernmental Agreement as presented through adoption of the proposed Resolution.

Attachments:

- a. Executive Summary of Proposed Service Plan
- b. Service Plan for Cottonwood Conner Metropolitan District
- c. Intergovernmental Agreement with Cottonwood Conner Metropolitan District
- d. Affidavit of Publication for Public Hearing and Certificate of Mailing of Notice of Public Hearing
- e. Resolution 2022Rxxx Approving Service Plan and Intergovernmental Agreement

**Executive Summary of Proposed Service Plan
for the
Cottonwood Conner Metropolitan District**

Applicant:	Cottonwood Conner, LLC, a Colorado limited liability company
General Location:	2.2 acres abutting 9 th Street on the North and Weld County Road 31 on the West
Type of Development:	Residential
Number of Districts:	Single
Total Acreage:	35.3 Acres
Submittal Date:	June 28, 2022
Hearing Date:	August 2, 2022
Publication of Hearing:	Fort Lupton Press, July 7, 2022
Mailing of Notices:	July 5, 2022

The following is an executive summary of the key terms of the proposed Service Plan and is not intended to be an all-inclusive analysis of City Code requirements or proposed terms.

CITY CODE REQUIREMENT	CODE CITATION	MODEL SERVICE PLAN PROVISION	PROPOSED SERVICE PLAN
REQUIRED INFORMATION			
A description of the facilities proposed to be provided by the district	Chapter 19-5(c)(1)b	Section V; Exhibit E (Capital Improvements Plan)	X
Financial Plan	Chapter 19-5(c)(1)c	Section VI; Exhibit G (Financial Plan)	X
Debt Limit: amount projected and authorized in the financing plan, plus 20%.	Chapter 19-5(c)(1)c.1	Total Debt Issuance Limit definition; Section V.A.8; Section VI; Exhibit G (Financial Plan)	\$6,048,000 (\$5,04,000 x 120%)
Mill Levy Limitations	Chapter 19-5(c)(1)c.4	Section VI.C & I	X
“Maximum Debt Mill Levy”: 55.277 mills, as adjusted for Gallagher.	Chapter 19-5(c)(1)c.4A	Section VI.C	55.277 mills, as adjusted for Gallagher
“Maximum Operation and Maintenance Mill Levy”: 55.277 mills until district issues Debt, then, when combined with the debt service mill levy, shall not exceed 70 mills.	Chapter 19-5(c)(1)c.4B	Section VI.I	55.277 mills until district issues Debt, then, when combined with the debt service mill levy, shall not exceed 70 mills
A map of the district’s boundaries and a map of any inclusion area boundaries	Chapter 19-5(c)(1)d	Section III; Exhibits A, A-2, B, B-2, and C; Section V.A.5	X
Capital Improvements Plan and Engineer Estimates	Chapter 19-5(c)(1)e	Section V.B; Exhibit E	\$5,002,670
Operation and Maintenance Responsibilities	Chapter 19-5(c)(1)b	Section V.A.2	X
Property Owner Consent	Chapter 19-5(c)(1)f	Exhibit D	X
Annual Report	Chapter 19-5(c)(1)l	Section VII.B.	X
Mill Levy Comparison Chart	Chapter 19-5(c)(1)o	Section VI.I; Exhibit F	X
Disclosure Notice to Property Owners	Chapter 19-5(c)(1)p	Section IX	X
IGA with City	Chapter 19-5(c)(1)r	Section X; Exhibit H	X

SERVICE PLAN
FOR
COTTONWOOD CONNER METROPOLITAN DISTRICT
CITY OF FORT LUPTON, COLORADO

Approved _____, 2022

Submitted by:
LAW OFFICE OF MICHAEL E. DAVIS, LLC
1151 Eagle Drive, Suite 366
Loveland, CO 80537
Attn: Michael Davis
Email: michael@mdavislawoffice.com

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LIST OF EXHIBITS

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EXHIBIT A-2	Initial District Boundaries Map
EXHIBIT B-1	Inclusion Area Boundaries Legal Description
EXHIBIT B-2	Inclusion Area Boundaries Map
EXHIBIT C	Vicinity Map
EXHIBIT D	Property Owners' Consents
EXHIBIT E	Capital Improvements Plan
EXHIBIT F	Mill Levy Comparison Report
EXHIBIT G	Financial Plan
EXHIBIT H	Form - Intergovernmental Agreement
EXHIBIT I	City Council Resolution of Approval of Service Plan
EXHIBIT J	Form – Maintenance Intergovernmental Agreement

I. INTRODUCTION

A. Purpose and Intent.

The District is an independent unit of local government, separate and distinct from the City of Fort Lupton, Colorado (the “City”), and, except as may otherwise be provided for by State or local law or this Service Plan, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of this Service Plan. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction and installation of these Public Improvements and provide ongoing operation and maintenance services as more specifically set forth in this Service Plan.

Upon approval of this Service Plan and formation of the District, the District will conduct its operations and undertake all activities and actions in accordance with the terms and limitations set forth herein. The approval of this Service Plan does not obligate the City to approve any zoning, subdivision, planning, building permit, or other land use matter for the owners of any real property located within the District which may be served by the Public Improvements. The District is not being created to provide ongoing operations and maintenance services other than as specifically set forth herein.

B. Need for the District.

It is intended that the District will provide the Public Improvements necessary to serve the Project. There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, and limited operations and maintenance of the Public Improvements needed for the Project. The District is intended to provide ongoing services which may include Covenant Enforcement and Design Review Services and ownership and maintenance of parks, open space, trails, structures and common areas. The District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the City Regarding District’s Service Plan.

The City’s objective in approving this Service Plan is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of the Public Improvements from the proceeds of Debt to be issued by the District and other legally available revenues of the District. All Debt is expected to be repaid by taxes imposed and collected at a mill levy no higher than the Maximum Debt Mill Levy and/or Fees. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax and Fee burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

Use of revenue derived from imposition of an operations mill levy will allow the District to provide ongoing services to the Project and fund District administrative and management costs in an efficient manner while possibly eliminating the need to form an owners’ association and impose dues and incur collection expenses. The District may impose Fees for Covenant

Enforcement and Design Review services. Beginning in 2023 the District may assess an annual fee of up to \$1200 against each platted lot, residential dwelling unit and/or non-residential lot within its boundaries to pay for the costs associated with the operation and maintenance of public facilities to be built within the boundaries of the District and which are owned and/or operated and maintained by the District (the “Operations Fee.”) The Operations Fee shall be reasonably and rationally related to the costs associated with maintaining the amenities and public improvements that are owned and/or operated and maintained by the District, at the discretion of the Board. The Operations Fee may be adjusted by the Board in an amount not to exceed the rate of inflation as listed in the Denver-Boulder-Greeley Consumer Price Index (or its successor) for the preceding calendar year.

This Service Plan is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and, if applicable, regional needs. Operational activities are allowed as more specifically set forth in this Service Plan.

If the District does not retain obligations for ownership, operation, maintenance, repair and/or replacement of certain Public Improvements, the District’s Board shall take steps to dissolve the District upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from tax revenues, which shall not exceed the Maximum Debt Mill Levy, and from other legally available revenues of the District. It is the intent of this Service Plan to assure, to the extent possible, that no property should bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy, even under bankruptcy or other unusual situations. Generally, the costs of Public Improvements that cannot be funded within these parameters are not obligations or costs to be paid by the District.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means the process established by the City for identifying, among other things, Public Improvements necessary for facilitating development of property within the Project, as determined at final platting and approved by the City through the appropriate PUD and/or site review process.

Board: means the board of directors of the District.

Capital Improvements Plan: means the illustrative list of Public Improvements and estimated capital costs of such Public Improvements attached hereto as **Exhibit E**.

City: means the City of Fort Lupton, Colorado.

City Council: means the City Council of the City.

City Council Resolution of Approval: means the resolution approving this Service Plan, a certified copy of which shall be attached hereto as **Exhibit I**.

Covenant Enforcement and Design Review Services: means those services authorized under Section 32-1-1004(8), C.R.S.

Debt or Bonds: means bonds, notes, debentures, certificates, contracts, capital leases or other multiple-fiscal year obligations for the payment of which the District has promised to impose an *ad valorem* mill levy, collect Fee revenue, and/or levy special assessments.

Developer: means Cottonwood Conner, LLC, a Colorado limited liability company, and any successors or assigns acting on behalf of the then-current property owner(s).

District: means the Cottonwood Conner Metropolitan District.

District Boundaries: means the boundaries of the area legally described in **Exhibits A-1 and A-2** and **Exhibits B-1 and B-2**, collectively

End User: means any owner, or tenant of any owner, of any taxable improvement within a district who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. A person or entity that constructs homes or commercial structures with the intention of selling to others is not an End User.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance with respect to such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; (iii) is not an officer or employee of the District; and (iv) has not been otherwise engaged to provide services to the District in connection with the transaction related to the applicable Debt.

Fees: means any fee, rate, toll, penalty or charge imposed and/or received by the District for services, programs or facilities provided by the District, including privately imposed public improvement fees.

Financial Plan: means the Financial Plan described in Section VI, and attached hereto as **Exhibit G**, which describes generally for illustrative purposes only (i) how the Public Improvements are expected to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year. The Financial Plan is based upon current estimates and will change based on actual development of the Project.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundaries legal description attached hereto as **Exhibit A-1**, and as depicted on the Initial District Boundaries map attached hereto as **Exhibit A-2**.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundaries legal description attached hereto as **Exhibit B-1**, and as depicted on Inclusion Area Boundaries map attached hereto as **Exhibit B-2**.

Maintenance IGA: means the intergovernmental agreement outlining the District's responsibilities for snow removal on City-owned streets and operations and maintenance of City-owned parks and open spaces, to be entered into between the District and the City, substantially in the form attached hereto as **Exhibit J**.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as defined in Section VI, below.

Maximum Operations and Maintenance Mill Levy: means the maximum mill levy the District is permitted to impose for payment of administrative, operations and maintenance purposes as defined in Section VI.C.2, below.

Mill Levy Adjustment: means, if, on or after January 1, 2019, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, the Maximum Debt Mill Levy and the Maximum Operation and Maintenance Mill Levy may be increased or decreased to reflect such changes, such increases and decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the applicable mill levy, as adjusted for changes occurring after the applicable date, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

Municipal Code: means the Fort Lupton Municipal Code, 1993, as the same has been and may be modified, supplemented or amended from time to time.

Project: means the residential development or property commonly referred to as the Cottonwood Conner development.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V, below, to serve the future taxpayers and inhabitants of the District as determined by the Board.

Service Plan: means this Service Plan for the District, as approved by the City Council.

Service Plan Amendment: means an amendment to this Service Plan approved by the City Council in accordance with applicable law.

Service Plan IGA: means the Intergovernmental Agreement to be entered into between the District, upon formation, and the City substantially in the form attached hereto as **Exhibit H**.

Special District Act: means Title 32, Article 1, C.R.S., as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property subject to *ad valorem* taxes imposed by the District.

Total Debt Issuance Limit: means the maximum amount of general obligation Debt the District may issue, which amount shall be \$6,048,000.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately 2.2 acres, and the total area proposed to be included in the Inclusion Area Boundaries is approximately 35.3 acres. A legal description and map of the Initial District Boundaries is attached hereto as **Exhibits A-1 and A-2**, respectively. A legal description of the Inclusion Area Boundaries is attached hereto as **Exhibit B-1**, and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit B-2**. A vicinity map for the District is attached hereto as **Exhibit C**. Consents of the owners for the inclusion of all properties within the Initial District Boundaries and the Inclusion Area Boundaries are attached hereto as **Exhibit D**. It is anticipated that the District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Sections 32-1-401, *et seq.*, C.R.S., and Sections 32-1- 501, *et seq.*, C.R.S., subject to the limitations set forth in Section V.A.5, below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The current assessed valuation of the District is assumed to be \$0.00 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the District at build-out is anticipated to be approximately 298 persons.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the commercial development identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan. Nothing herein shall be interpreted or construed as exempting the District or any owner of property within the District from the otherwise applicable provisions of the City's zoning, subdivision, building code and other land use requirements or the obligations of a developer or subdivider under the Municipal Code related to completion of subdivision improvements, except to the extent that the District has assumed the obligation to provide for the completion of Public Improvements as authorized herein under an Approved Development Plan entered into by the District.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide for the acquisition, design, finance, construction, installation, repair and replacement of Public Improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Special District Act, and other applicable statutes, common law and the State Constitution, subject to the limitations set forth herein. The Capital

Improvements Plan attached as **Exhibit E** is a list of the types of Public Improvements the District may provide with estimated costs in current dollars for illustration purposes only. The exact design, phasing of construction and location of the Public Improvements will be determined at the time of and pursuant to City approval of Approved Development Plans and such decisions shall not be considered material modifications of this Service Plan. The District shall be authorized to finance and construct such Public Improvements without the necessity to seek an amendment of this Service Plan.

1. General Powers.

a. Streets. Streets, curbs, gutters, culverts, other drainage facilities, sidewalks, bridges, parking facilities, paving, lighting, grading, utility relocation necessitated by public rights-of-way, monumentation, signage, snow removal, streetscapes and related landscaping and irrigation improvements, together with all necessary, incidental and appurtenant facilities, equipment, land and easements and extensions of and improvements to such facilities.

b. Traffic and Safety Controls. Traffic and safety protection facilities and services provided through traffic and safety controls and devices on streets, highways and at railroad crossings, including traffic signals and signage, striping, area identification signs, directional assistance, driver information signs, lighting, and related landscaping and irrigation improvements, together with all necessary, incidental and appurtenant facilities, equipment, land and easements, and extensions of and improvements to such facilities.

c. Water. Water supply system improvements, including water rights, storage facilities, transmission and distribution lines for domestic use, fire hydrants, meters, facilities, equipment, and related landscaping and irrigation improvements, together with all necessary, incidental and appurtenant facilities, equipment, land and easements, and extensions of and improvements to such facilities. Notwithstanding the foregoing, the District shall not acquire, own, manage, adjudicate or otherwise develop water rights, except as necessary to transfer said water rights to the City, unless otherwise approved by the City.

d. Storm and Sanitary Sewer. Storm and sanitary sewer collection and transmission improvements, including storage facilities, collection mains and laterals, transmission lines, storm sewer, flood and surface drainage facilities and systems, and related landscaping and irrigation improvements, together with all necessary, incidental and appurtenant facilities, equipment, land and easements and extensions of and improvements to such facilities.

e. Parks and Recreation. Public park, open space, and recreation facilities or services, including parks, bike paths, pedestrian ways, signage, monumentation, playground areas, public area landscaping and weed control, streetscaping, perimeter fencing, outdoor lighting of all types, and related landscaping and irrigation improvements, together with all necessary, incidental and appurtenant facilities, equipment, land and easements, and extensions of and improvements to such facilities.

2. Operations and Maintenance. The District shall be authorized to operate and maintain Public Improvements not conveyed to the City or other governmental entity having proper jurisdiction. In addition, the District may perform owners' association functions for the

property within its boundaries including, but not limited to, ownership, operation and maintenance of parks, trails, structures, open space and common areas, Covenant Enforcement and Design Review Services, and social functions through designation of the District as the enforcement entity in the Covenants recorded against the Project.

3. Construction Standards Limitation. The District will ensure that the Public Improvements it finances, designs, installs and constructs are in accordance with the applicable standards and specifications of the City, including without limitation any Subdivision Improvement Agreement(s) with the City applicable to such Public Improvements, and of other governmental entities having proper jurisdiction. All facilities conveyed or otherwise dedicated to the City or other entity designated by the City shall be free and clear of any lien, claim, encumbrance or demand and shall be subject to the City's normal warranty procedures.

4. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan. We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

5. Inclusion Limitation. The District shall not include within its boundaries any property outside the District Boundaries without the prior written consent of the City.

6. Overlap Limitation. The District shall not consent to the organization of another district under the Special District Act which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed district, combined with the mill levy for payment of Debt by the District, will not at any time exceed the Maximum Debt Mill Levy of the District.

7. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the debt service fund; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

8. Total Debt Issuance Limitation. The District shall not issue Debt in excess of the Total Debt Issuance Limit.

9. Monies from Other Governmental Sources. The District shall not apply for or accept Colorado Trust Funds, Conservation Trust Funds, Great Outdoors Colorado Funds, or

other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and be a revenue source for the District without any limitation.

10. Eminent Domain Limitation. The District shall not exercise the power of eminent domain to obtain any real property owned by the City without the prior written approval of the City Council, as evidenced by resolution after a public hearing thereon.

11. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another district organized under the Special District Act without the prior written consent of the City.

12. Bankruptcy Limitation. All of the limitations contained in this Service Plan have been established under the authority of the City to approve a service plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

a. Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

b. Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (1 U.S.C.) Section 903, and are also included in “regulatory or electoral approval necessary under applicable non-bankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S., and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

13. Material Modification. This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth herein or in Chapter 19 of the Municipal Code shall be deemed to be material modifications to this Service Plan requiring amendment of this Service Plan in accordance with the procedural requirements of Chapter 19 of the Municipal Code, and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

14. Subdistrict Limitation. The District shall not be permitted to create a subdistrict pursuant to Section 32-1-1101(1)(f), C.R.S. or Section 32-1-1101(1.5), C.R.S., without the prior consent of the City. Notwithstanding the foregoing, to the extent that the District is composed of or subsequently organized into one or more subdistricts, the term “District” as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, and certain operation and maintenance of the Public Improvements within and without the boundaries of the District, to be more specifically defined in an Approved Development Plan. A preliminary estimate of costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained and/or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the District and is approximately \$5,002,670, as shown in **Exhibit E**. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

In the event, and to the extent, that any Public Improvements financed, constructed, acquired and/or installed by the District are oversized to serve or otherwise accommodate or benefit property outside the District's Boundaries, the District shall be entitled to receive reimbursement from the owners of property benefitted by such Public Improvements for their pro-rata share of Public Improvement costs. It is anticipated that any such reimbursement rights will be determined and set forth in Cost Recovery Agreements and/or Subdivision Improvement Agreements or other agreements between the City and the District upon initial acceptance of the Public Improvement and prior to final platting or site plan review of the benefitted property, as applicable.

VI. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the financing, planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District is reasonably expected to pay from revenues derived from a Debt mill levy up to the Maximum Debt Mill Levy, Fees, and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed the Total Debt Issuance Limit and shall be permitted to be issued on a schedule and in such year or years as the Board determines shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs; provided, however, that refundings shall not count against the Total Debt Issuance Limit. All Bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including without limitation *ad valorem* taxes to be imposed upon all Taxable Property of the District and Fees. The District will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time, and to receive revenue from privately imposed public improvement fees, if applicable. Any refunding Debt shall not extend the maturity of the Bonds being refunded or increase the total debt service thereon without the prior written approval of the City.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt shall not exceed 18%. The proposed maximum underwriting discount will be 5%. Debt, when issued, will comply with

all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

The “Maximum Debt Mill Levy” shall be the maximum mill levy the District is permitted to impose upon the Taxable Property within the District for payment of Debt and shall be 55.277 mills (subject to Mill Levy Adjustment) for so long as the total amount of aggregate Debt of the District exceeds 50% of the District’s assessed valuation. At such time as the total amount of aggregate Debt of the District is equal to or less than 50% of the District’s assessed valuation, either on the date of issuance of any Debt or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy if End Users cast the majority of affirmative votes taken by the Board at the meeting authorizing such action, and, as a result, the mill levy may be such amount as is necessary to pay the debt service on such Debt, and the Board may further provide that such Debt shall remain secured by such increased mill levy, notwithstanding any subsequent change in the District’s Debt to assessed value ratio.

All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S., and all other requirements of State law.

All issuances of general obligation Bonds shall be deemed to be in compliance with the Financial Plan so long as the Minimum Criteria, as hereinafter defined, have been met. “Minimum Criteria” shall mean that the general obligation Bonds are: (1) subject to the Maximum Debt Mill Levy; (2) together with other outstanding general obligation Bonds of the District, not in excess of the Total Debt Issuance Limit; (3) together with other outstanding general obligation Bonds of the District, not in excess of the general obligation debt authority provided by the District’s electorate; (4) not subject to acceleration of the Debt as a remedy against the District and (5) issued in compliance with the applicable requirements of Section 32-1-1101(6), C.R.S. Any issuance of general obligation Bonds that does not satisfy the Minimum Criteria shall constitute a material modification of this Service Plan and a default under the Service Plan IGA.

The costs of constructing the Public Improvements may be paid from available District mill levy revenues, Debt and/or advances from the Developer. The District shall be authorized to reimburse Developer advances, if any, with interest at a market reasonable rate from District mill levy revenues and/or proceeds from Debt privately placed with the Developer, and other legally available revenues of the District. Any such privately placed Debt shall be subject to the Privately Placed Debt Limitation set forth in Section V.A.4 and the Minimum Criteria. Any Developer advances shall either be paid when Bonds are issued by the District or shall be subordinate to any District Debt, and only the Developer will hold the instruments evidencing such advances or financing.

In the event that the District determines that it is in the best interests of the District and its taxpayers to issue general obligation Bonds to parties other than the Developer to: (i) reimburse the Developer for Developer advances; (ii) refund or restructure Debt previously placed with the Developer; or (iii) finance Public Improvements, the District shall prepare a plan of finance for the purpose of determining whether the proposed issuance satisfies the Minimum Criteria. The plan of finance will include the amount of Bonds to be issued, uses of proceeds therefrom (including,

if any, capitalized interest and costs of issuance), sources of revenues securing repayment of the Bonds and the repayment schedule for the Bonds, all as required by Section 19-5(c)(1)c.1-4 of the Municipal Code.

D. Debt Repayment Sources.

The District may impose mill levies as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the Board's discretion, these may include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time. In no event shall the debt service mill levy certified by the District exceed the Maximum Debt Mill Levy.

E. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations with respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District.

Similar language describing the limitations with respect to the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

F. Security for Debt.

The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in this Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

G. TABOR Compliance.

The District will comply with the provisions of TABOR. In the discretion of the Board, the District may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the District will remain under the control of the District's Board.

H. District's Operating Costs.

The estimated cost of planning, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be \$100,000, which may be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year's operating budget is estimated to be \$48,000, which is anticipated to be paid from property taxes and other District revenues.

I. Maximum Operation and Maintenance Mill Levy.

The "Maximum Operation and Maintenance Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the Taxable Property within the District for payment of administrative, operation and maintenance costs, and shall be 55.277 mills (subject to Mill Levy Adjustment) until such time that the District issues Debt. After the District issues Debt, the Maximum Operation and Maintenance Mill Levy, when combined with the debt service mill levy imposed for Debt, shall not exceed 70.000 mills (subject to Mill Levy Adjustment). The Maximum Operation and Maintenance Mill Levy shall apply to the District's ability to increase its mill levy as necessary for provision of administrative, operation and maintenance services to its taxpayers and service users until such time as End Users cast the majority of affirmative votes taken by the Board at a meeting authorizing the elimination of such Maximum Operation and Maintenance Mill Levy, at which time the mill levy may be such amount as is necessary to pay the administrative, operation and maintenance costs.

A comparison report showing the proposed maximum mill levies of the District and the mill levies of similar taxing entities in the City and within a three-mile (3) radius of the District, as well as the total overlapping mill levy for the District and the comparison special districts is shown in **Exhibit F**, attached hereto.

VII. REPORTING REQUIREMENTS

A. Meeting Notices.

The District shall deliver written notice of every regular or special meeting to the office of the City Clerk, by email, mail or by hand, at least 72 hours prior to such meeting.

B. Annual Report.

The District shall be responsible for submitting an annual report to the City no later than July 1st of each year following the year in which the Order and Decree creating the District has been recorded. The annual report shall comply with the requirements of § 32-1-207(3)(c), C.R.S.

VIII. DISSOLUTION

The District shall take all action necessary to dissolve, pursuant to Sections 32-1-701, *et seq.*, C.R.S., if the City files an application for dissolution with the District no sooner than 10 years after the date of organization of the District pursuant to Section 32-1-701 (3), C.R.S., provided that

the District has no outstanding Debt or outstanding operation and maintenance responsibilities at the time of the request.

IX. DISCLOSURE TO PURCHASERS

The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, Maximum Operations and Maintenance Mill Levy, as well as a general description of the District's authority to impose and collect Fees, rates, tolls and charges. Recordation of a disclosure notice on all property within the District's boundaries setting forth the information contained in this Article IX shall be deemed sufficient for purposes of meeting the notice requirements set forth herein.

X. INTERGOVERNMENTAL AGREEMENTS

The form of the Service Plan IGA relating to the limitations imposed on the District's activities is attached hereto as **Exhibit H**. The District shall approve the Service Plan IGA in the form attached hereto as **Exhibit H** at its first Board meeting after the approval of this Service Plan. Failure of the District to execute the Service Plan IGA as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the Service Plan IGA in the form attached hereto as **Exhibit H** at the public hearing approving the Service Plan.

The form of the Maintenance IGA relating to the District's obligation to provide snow removal services and parks and open space operation and maintenance services is attached hereto as **Exhibit J**. The District shall be obligated to provide snow removal services within the District Boundaries on City-owned streets that are not arterial or collector roads, as more particularly set forth in the Maintenance IGA. In addition, the District shall operate and maintain City-owned parks and open spaces within the District Boundaries, including, but not limited to, irrigation services, turf, tree, and shrub care and, as necessary, replacement, lawn mowing and maintenance, and removal of litter, as more particularly set forth in the Maintenance IGA. The District shall approve and execute the Maintenance IGA immediately after completion of the construction of the street and/or parks and open space improvements and prior to performing the required maintenance. Failure to timely approve and execute the Maintenance IGA shall constitute a material modification of this Service Plan.

XI. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1- 203(2), C.R.S., have established that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
2. The existing service in the area to be served by the District is inadequate for present and projected needs;

3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries;
4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;
5. Adequate service is not, and will not be, available to the area through the City or County or other existing municipal or quasi-municipal corporations, including existing special district, within a reasonable time and on a comparable basis;
6. The facility and service standards of the District are compatible with the facility and service standards of the City within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.;
7. The proposal is in substantial compliance with a comprehensive plan adopted by the City;
8. The proposal is in compliance with any duly adopted City, regional or state long-range water quality management plan for the area; and
9. The creation of the District is in the best interests of the area proposed to be served.

EXHIBIT A-1

Legal Description of Initial District Boundaries

Tract D, Cottonwood Greens PUD Filing No. 8 a tract of land located in the southeast quarter of Section 33, Township 2 North, Range 66 West of the 6th Principal Meridian, City of Fort Lupton, County of Weld, State of Colorado.

Approximate Acreage: 2.17 acres

EXHIBIT A-2

Map of Initial District Boundaries

Initial District Boundaries (Directors' Parcel)

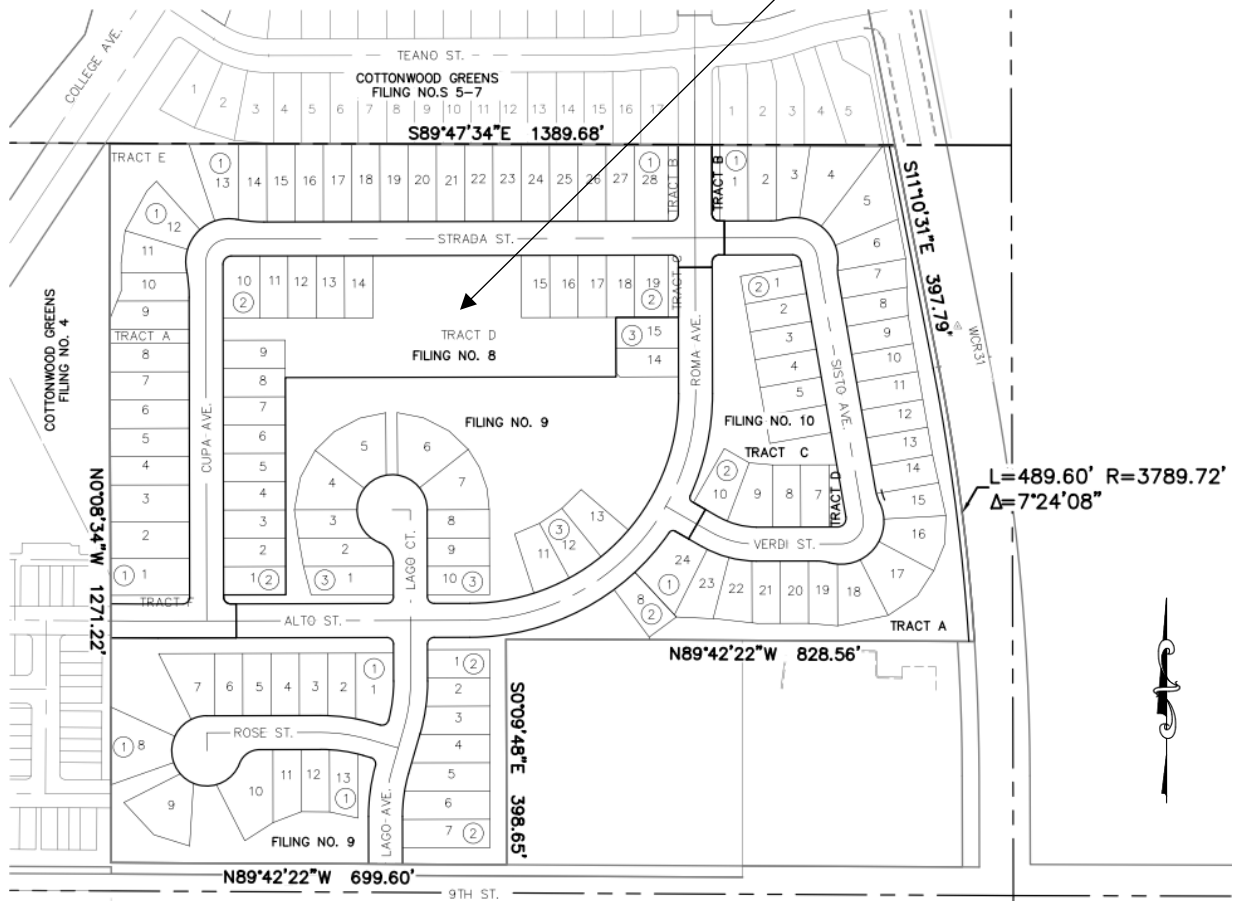


EXHIBIT B-1

Legal Description of Inclusion Area Boundaries

Lot 2, Conner Family Trust-Fort Lupton Fire Protection District Minor Subdivision recorded August 31, 2020 at Reception No. 4624691, Plat Map 25321, County of Weld, State of Colorado.

FOR INFORMATIONAL PURPOSES – APN: 130933400065 / R6783108
(UNDERLYING) / New Assessor Parcel R8967794 (Lot 2).

Also known by street and number as Lot 2 – Vacant Lot, 9th Street, Fort Lupton, CO 80621.

Approximate Acreage: 35.3 acres

EXHIBIT B-2

Map of Inclusion Area Boundaries



EXHIBIT C

Vicinity Map

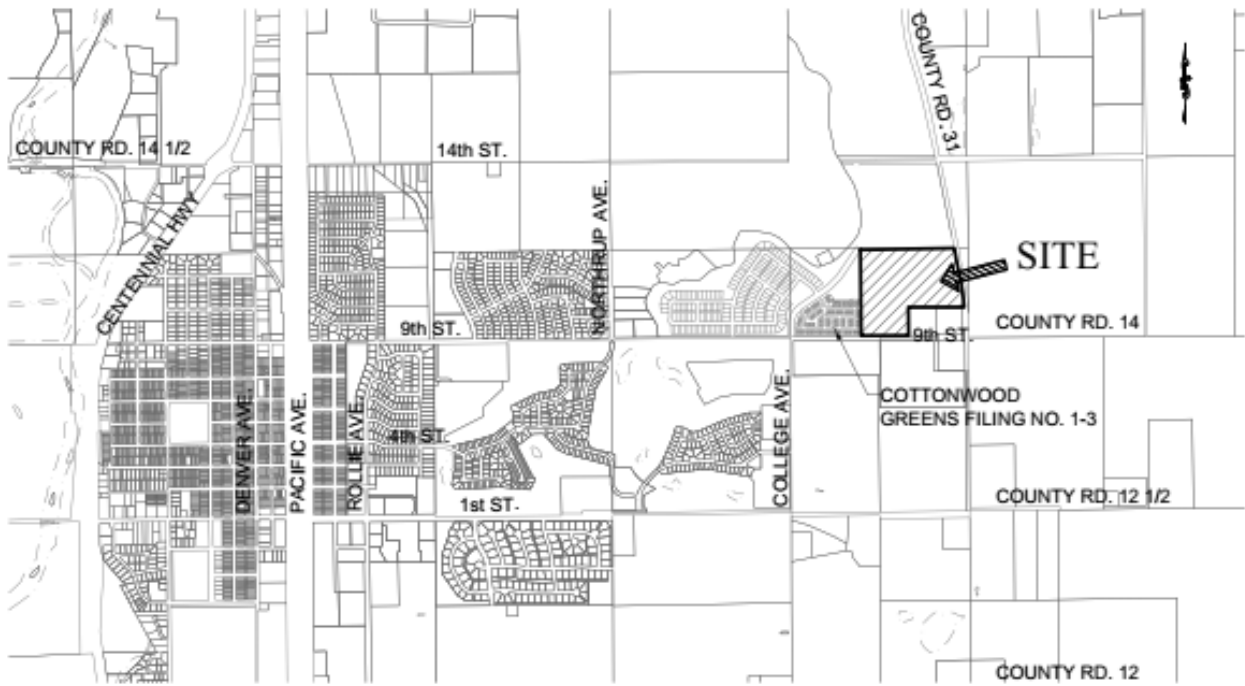


EXHIBIT D

Consent of Property Owner

COTTONWOOD CONNER, LLC

4040 MACARTHUR BLVD., SUITE 250
NEWPORT BEACH, CA 92660

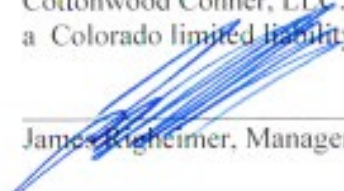
City of Fort Lupton City Council
130 South McKinley Avenue
Fort Lupton, Colorado 80621

RE: Proposed Cottonwood Conner Metropolitan District (the "District")

To Whom It May Concern:

Cottonwood Conner, LLC, a Colorado limited liability company, is the fee owner of one hundred percent (100%) of the property described in Exhibit A attached hereto (the "Property"). The Property constitutes the territory within the Inclusion Area Boundaries of the proposed District as contemplated by the Service Plan for the District. The purpose of this letter is to advise the City Council of the City of Fort Lupton that Cottonwood Conner, LLC consents to the organization of the District and the inclusion of the Property into the boundaries of the District.

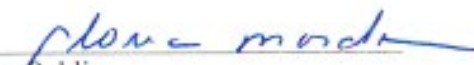
Cottonwood Conner, LLC.,
a Colorado limited liability company


James Righheimer, Manager

STATE OF California)
) ss.
COUNTY OF Orange)

The foregoing instrument was subscribed and sworn to before me this 3rd day of June, 2022 by James Righheimer, as Manager of Cottonwood Conner, LLC.

[SEAL]


Notary Public

My commission expires Nov. 26, 2025



PROPERTY

Lot 2, Conner Family Trust-Fort Lupton Fire Protection District Minor Subdivision recorded August 31, 2020 at Reception No. 4624691, Plat Map 25321, County of Weld, State of Colorado.

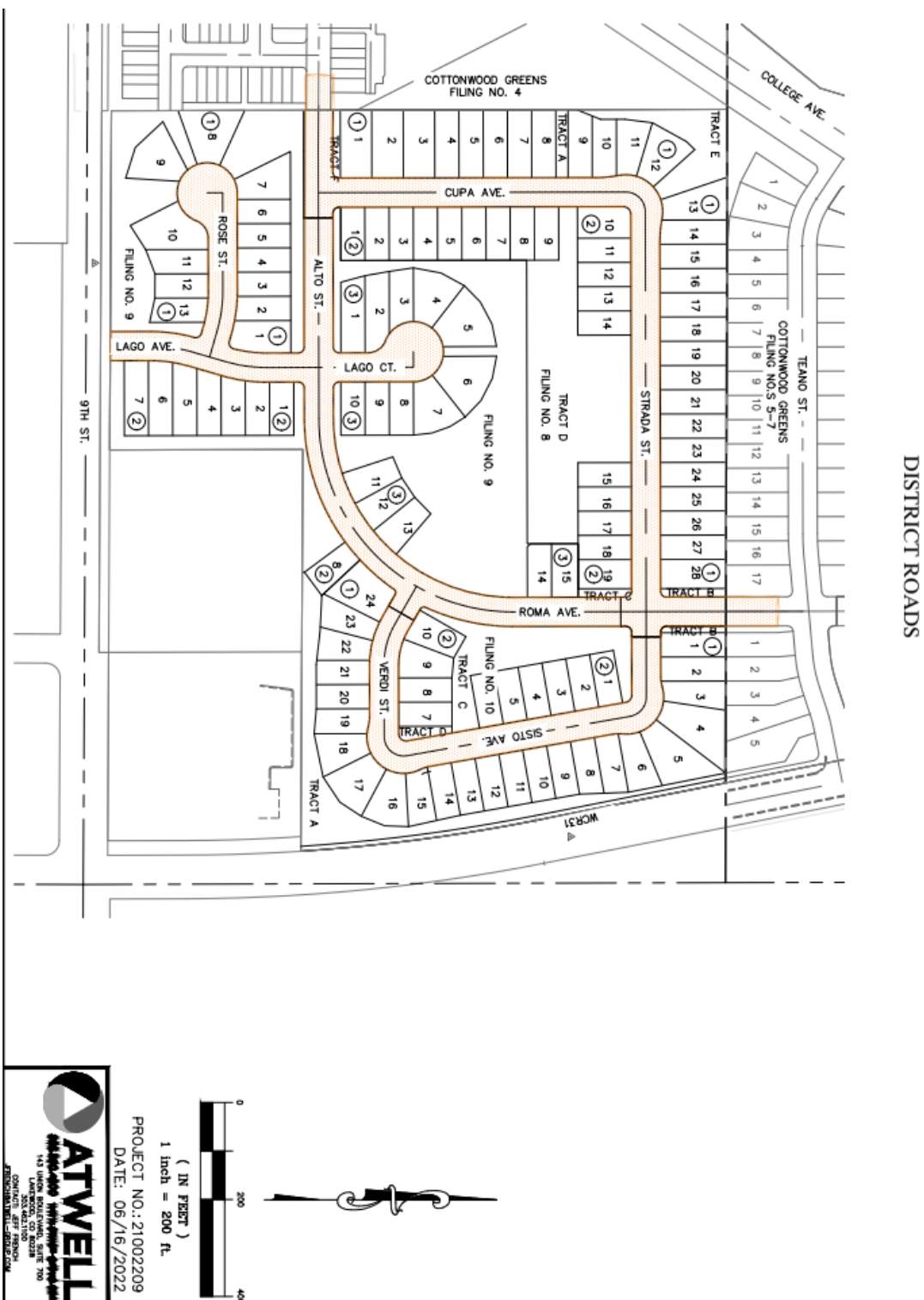
FOR INFORMATIONAL PURPOSES – APN: 130933400065 / R6783108 (UNDERLYING) /
New Assessor Parcel R8967794 (Lot 2).

Also known by street and number as Lot 2 – Vacant Lot, 9th Street, Fort Lupton, CO 80621.

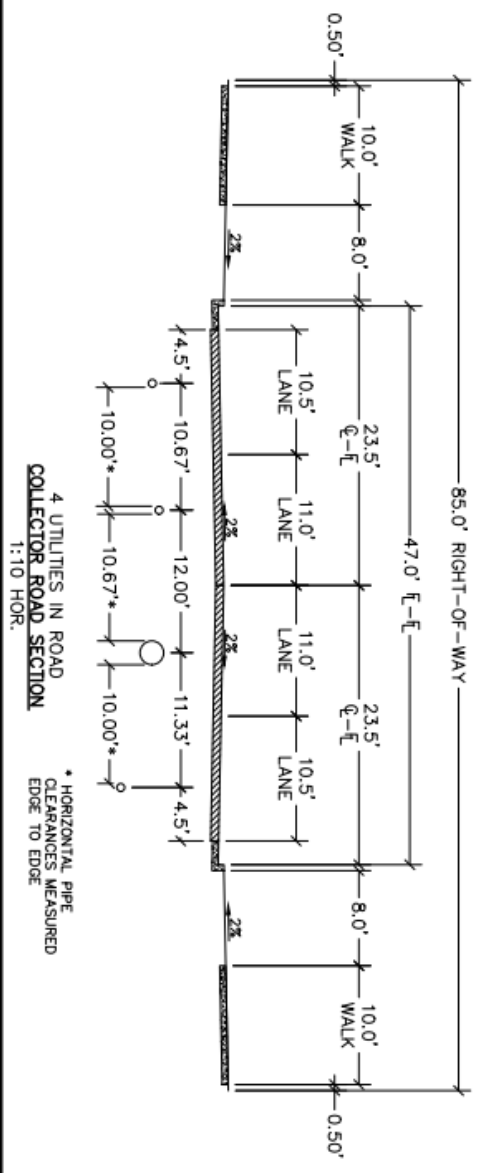
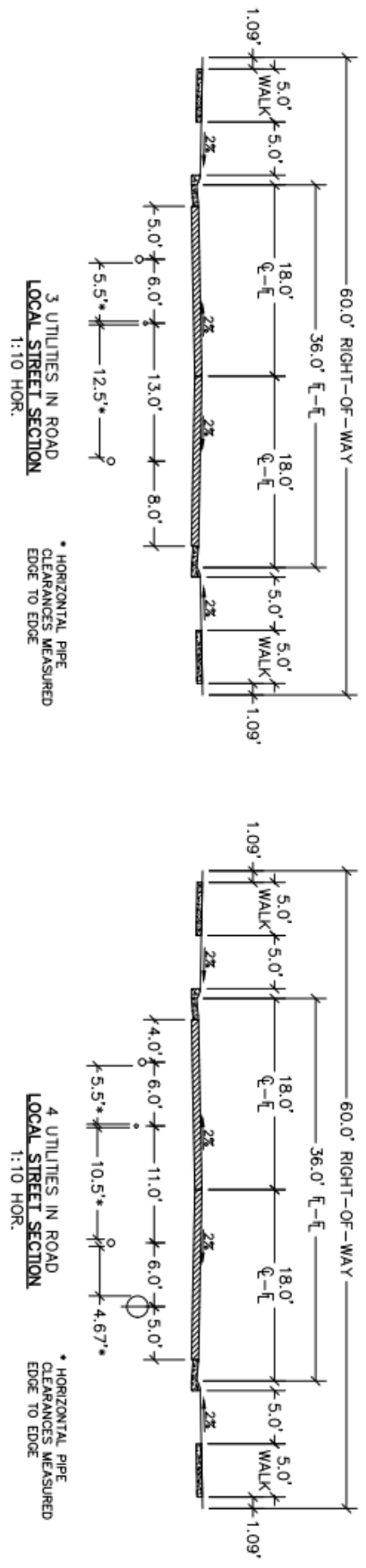


EXHIBIT E

Capital Improvements Plan



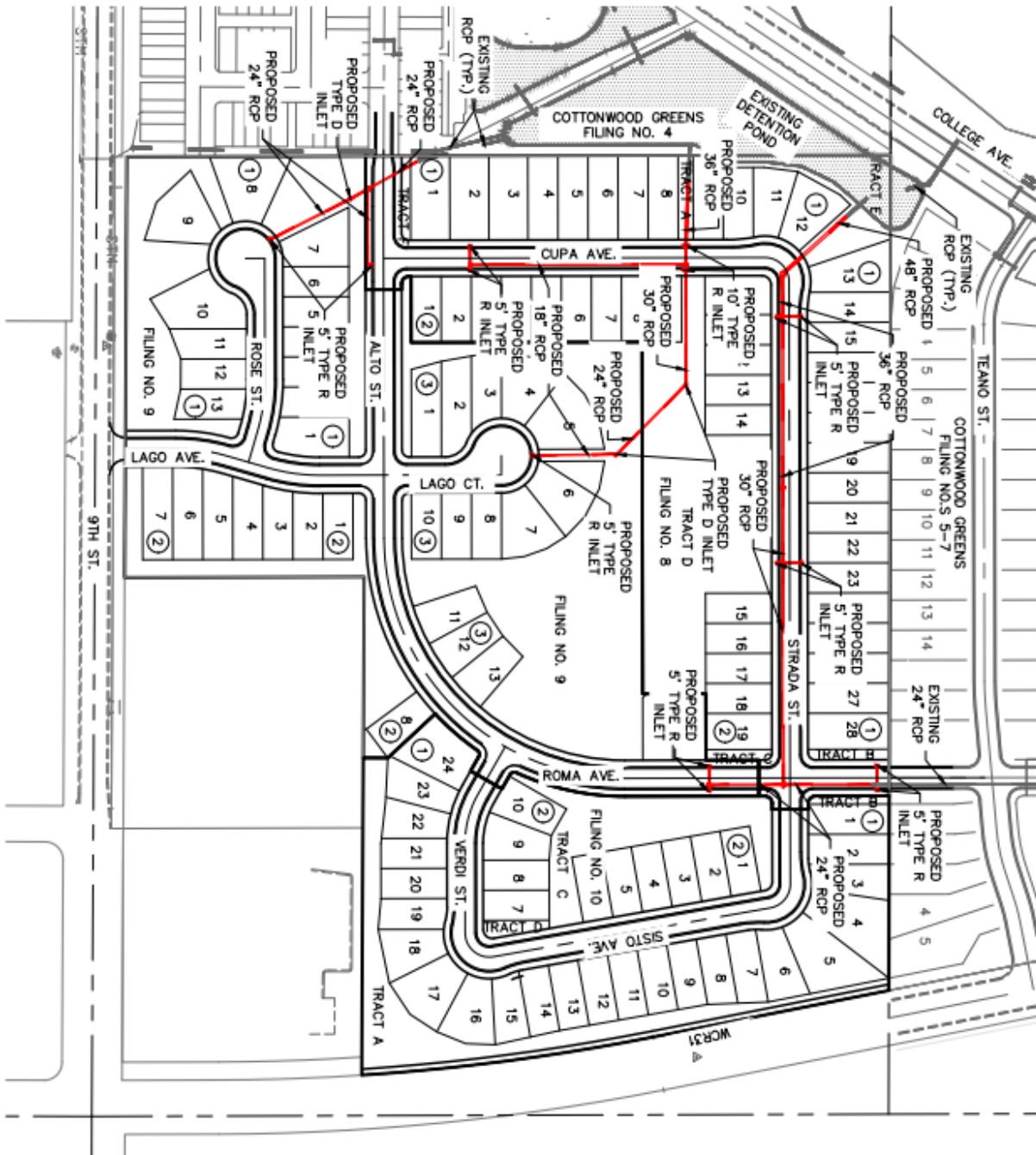
DISTRICT CROSS SECTIONS



PROJECT NO: 21002209
DATE: 06/16/2022

ATWELL
141 LINDEN BOULEVARD, SUITE 700
LAVERGNE, CO 80826
CONTACT: AEF@ATWELL-CD.COM

DISTRICT STORM SEWER



1 inch = 200 ft.

PROJECT NO.: 21002209
DATE: 06/16/2022



143 UNION BOULEVARD, SUITE 700
LAKEWOOD, CO 80226

CONTACT: KEVIN BROWN
KRBROWN@ATWELL-ENGINEERS.COM

The map illustrates the layout of Cottonwood Greens, Filing No. 4, with the following details:

- Streets:** CUPA AVE., LAGO AVE., ROMA AVE., SISTO AVE., VERDI ST., ALTO ST., ROSE ST., TEANO ST., COLLEGE AVE.
- Tracts and Lots:**
 - TRACT A: Lots 1-11
 - TRACT B: Lots 1-5
 - TRACT C: Lots 1-10
 - TRACT D: Lots 1-15
 - TRACT E: Lots 1-28
- Proposed Infrastructure:**
 - PROPOSED 8" SS (Solid Sewer)
 - PROPOSED 12" SS (Solid Sewer)
- Existing Infrastructure:**
 - EXISTING 8" SS
 - EXISTING 12" SS
- Other Labels:** COTTONWOOD GREENS FILING NO. 4, WCR31, FILING NO. 5-7, FILING NO. 8, FILING NO. 9.

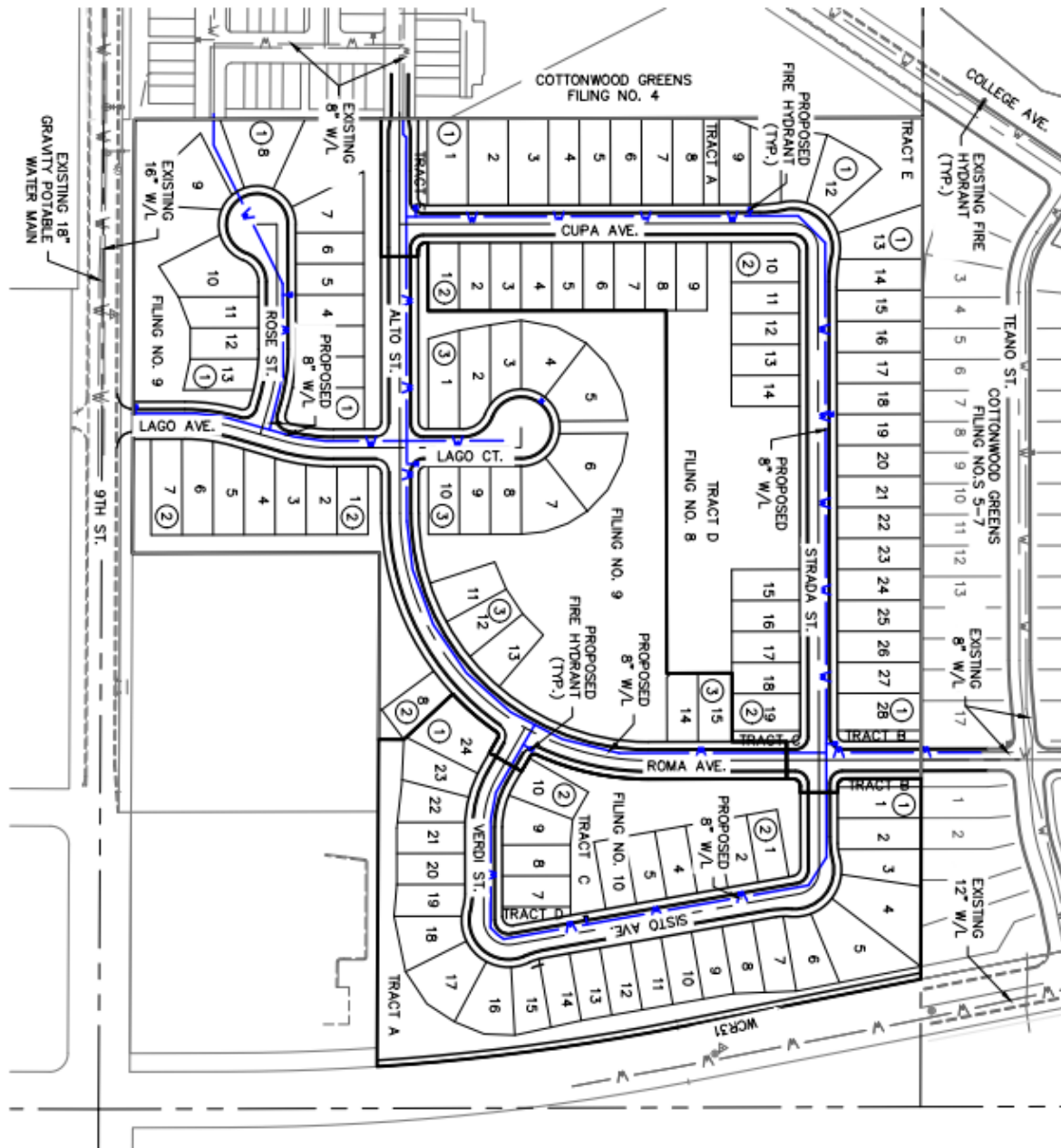


PROJECT NO.: 21002209
DATE: 06/16/2022



BOOK #02-1120
CONTACT: JEFF FRENCH
JFRENCH@TWELL-GROUP.COM

DISTRICT WATER LINE

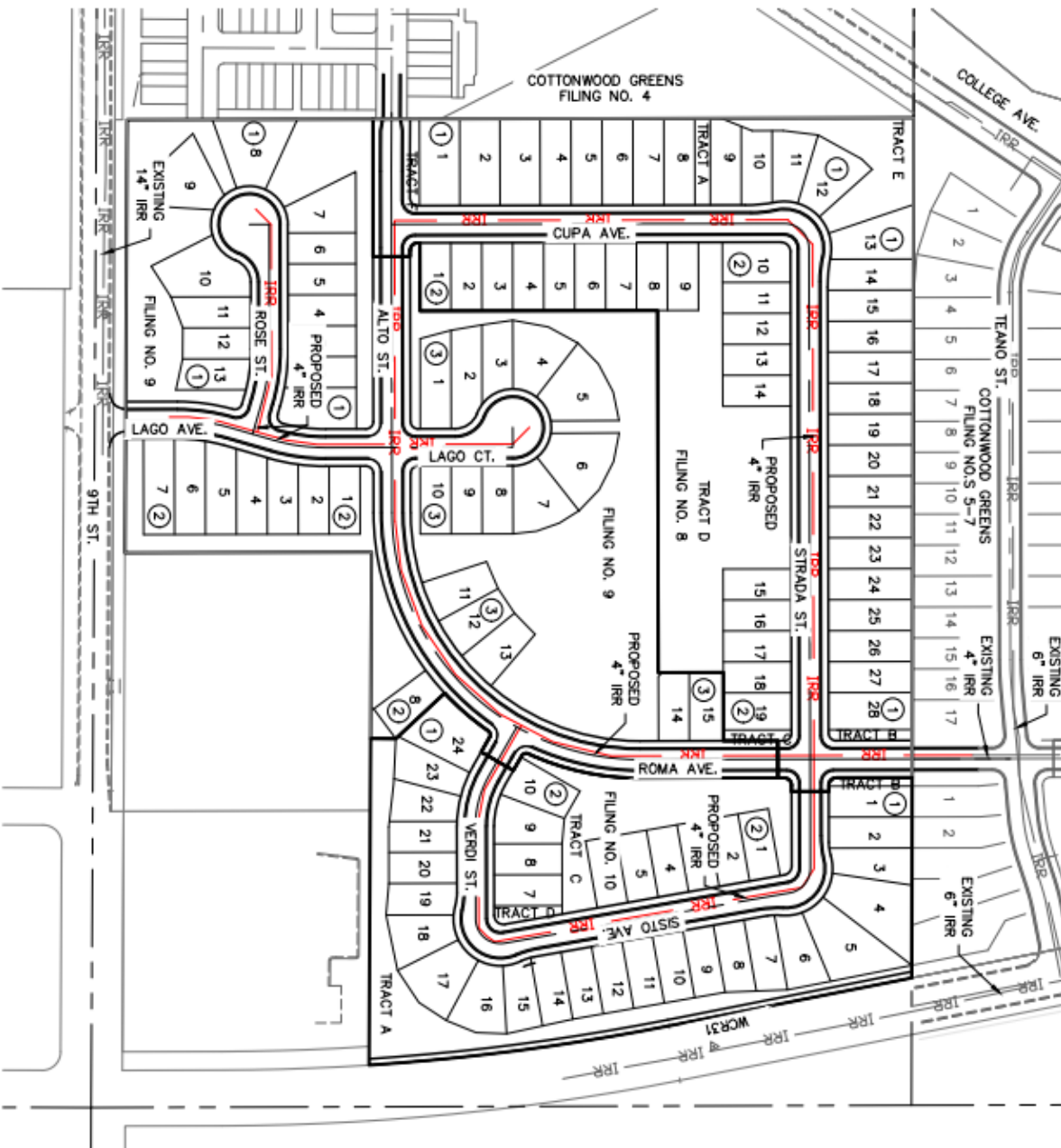


PROJECT NO.: 21002209
DATE: 06/16/2022



143 UNION BOULEVARD, SUITE 700
LAKEWOOD, CO 80226
CONTACT: JEFF FRENCH
JEFF@ATWELL-ENGINEERING.COM

DISTRICT IRRIGATION LINE



(IN FEET)
1 inch = 200 ft.

PROJECT NO.: 21002209
DATE: 06/16/2022





Cottonwood Greens Filing No. 8
Engineer's Opinion of Probable Cost
On Site Improvements

Project: Engineer's Opinion of Probable Cost Prepared For: Cottonwood Development Partners, LLC
 Prepared By: Atwell, LLC Date: April 26, 2022

Item	Quantity	Unit	Unit Cost	Cost Per Item	Comments
STREET IMPROVEMENTS					
Mountable Curb and Gutter	4,087	LF	\$32.00	\$	130,784
Sidewalks	19,770	SF	\$12.00	\$	237,240
Full Depth Asphalt	7,642	SY	\$40.00	\$	305,680
Earthwork	11,230	CY	\$3.00	\$	33,690
Mobilization	1	LS	\$ 10,000.00	\$	10,000.00
Clear & Grub	13	AC	\$ 2,500.00	\$	31,750.00
Traffic Control	1	LS	\$ 10,000.00	\$	10,000.00
Potholing	1	LS	\$ 10,000.00	\$	10,000.00
Concrete Cross Pan	0	EA	\$ 5,000.00	\$	-
Handicap Pedestrian Ramp	12	EA	\$ 3,500.00	\$	42,000.00
Street Sign	3	EA	\$ 500.00	\$	1,500.00
			Subtotal	\$	812,644
SANITARY SEWER					
Connect to Existing	2	EA	\$1,500.00	\$	3,000
8" PVC	645	LF	\$65.00	\$	41,925
12" PVC	1,420	LF	\$125.00	\$	177,500
4" Sanitary Sewer Manhole	10	EA	\$9,300.00	\$	93,000
4" Sewer Service	47	EA	\$1,500.00	\$	70,500
	0		Subtotal	\$	385,925
WATER					
Connect to Existing	2	EA	\$2,500.00	\$	5,000
8" PVC Waterline	2,125	LF	\$55.00	\$	116,875
12" PVC Waterline	-	LF	\$100.00	\$	-
8" MJ Gate Valve w/box	11	EA	\$2,500.00	\$	27,500
12" MJ Gate Valve w/box	-	EA	\$3,800.00	\$	-
Hydrant Assembly and Pipe	4	EA	\$10,000.00	\$	40,000
3/4" Meter and Service	47	EA	\$2,000.00	\$	94,000
8" Plug w/ 2" B.O.	4	EA	\$8,000.00	\$	32,000
			Subtotal	\$	310,375
STORM DRAINAGE					
5' Type R Inlet	9	EA	\$7,000.00	\$	63,000
10' Type R Inlet	2	EA	\$12,000.00	\$	24,000
Type C Inlet	2	EA	\$5,000.00	\$	10,000
Area Inlet	-	EA	\$500.00	\$	-
4' Manhole	-	EA	\$5,000.00	\$	-
5' Manhole	4	EA	\$6,000.00	\$	24,000
6' Manhole	7	EA	\$7,200.00	\$	50,400
24" FES	-	EA	\$2,700.00	\$	-
30" FES	1	EA	\$3,000.00	\$	3,000
36" FES	2	EA	\$3,250.00	\$	6,500
12" PVC	-	LF	\$60.00	\$	-
18" RCP	690	LF	\$75.00	\$	51,750
24" RCP	600	LF	\$100.00	\$	60,000
30" RCP	175	LF	\$125.00	\$	21,875
36" RCP	810	LF	\$160.00	\$	129,600
			Subtotal	\$	444,125
NONPOTABLE WATER SYSTEM					
Meter and Services	47	EA	\$1,500.00	\$	70,500
Plug w/ Blowoff Valve	3	EA	\$8,000.00	\$	24,000
4" Gate Valve w/box	1	EA	\$1,500.00	\$	1,500
6" Gate Valve w/box	-	EA	\$2,500.00	\$	-
8" Gate Valve w/box	-	EA	\$4,000.00	\$	-
4" IRR	1,955	LF	\$51.00	\$	99,705
6" IRR	-	LF	\$58.00	\$	-
8" IRR	-	LF	\$65.00	\$	-
			Subtotal	\$	195,705
Infrastructure Improvements Total				\$	2,148,774



Cottonwood Greens Filing No. 9
Engineer's Opinion of Probable Cost
On Site Improvements

Project: Engineer's Opinion of Probable Cost Prepared For: Cottonwood Development Partners, LLC
 Prepared By: Atwell, LLC Date: April 26, 2022

Item	Quantity	Unit	Unit Cost	Cost Per Item	Comments
<u>STREET IMPROVEMENTS</u>					
Mountable Curb and Gutter	4,699	LF	\$32.00	\$	150,368
Sidewalks	23,376	SF	\$12.00	\$	280,512
Full Depth Asphalt	9,435	SY	\$40.00	\$	377,400
Earthwork	27,200	CY	\$3.00	\$	81,600
Mobilization	1	LS	\$ 10,000.00	\$	10,000.00
Clear & Grub	15	AC	\$ 2,500.00	\$	36,525.00
Traffic Control	1	LS	\$ 10,000.00	\$	10,000.00
Potholing	1	LS	\$ 10,000.00	\$	10,000.00
Concrete Cross Pan	3	EA	\$ 5,000.00	\$	15,000.00
Handicap Pedestrian Ramp	16	EA	\$ 3,500.00	\$	56,000.00
Street Sign	4	EA	\$ 500.00	\$	2,000.00
			Subtotal	\$	1,029,405
<u>SANITARY SEWER</u>					
Connect to Existing	1	EA	\$1,500.00	\$	1,500
8" PVC	2,280	LF	\$65.00	\$	148,200
12" PVC	-	LF	\$125.00	\$	-
4" Sanitary Sewer Manhole	16	EA	\$9,300.00	\$	148,800
4" Sewer Service	36	EA	\$1,500.00	\$	54,000
			Subtotal	\$	352,500
<u>WATER</u>					
Connect to Existing	3	EA	\$2,500.00	\$	7,500
8" PVC Waterline	2,455	LF	\$55.00	\$	135,025
12" PVC Waterline	-	LF	\$100.00	\$	-
8" MJ Gate Valve w/box	14	EA	\$2,500.00	\$	35,000
12" MJ Gate Valve w/box	-	EA	\$3,800.00	\$	-
Hydrant Assembly and Pipe	5	EA	\$10,000.00	\$	50,000
3/4" Meter and Service	36	EA	\$2,000.00	\$	72,000
8" Plug w/ 2" B.O.	2	EA	\$8,000.00	\$	16,000
			Subtotal	\$	308,025
<u>STORM DRAINAGE</u>					
5' Type R Inlet	4	EA	\$7,000.00	\$	28,000
10' Type R Inlet	-	EA	\$12,000.00	\$	-
Type C Inlet	1	EA	\$5,000.00	\$	5,000
Area Inlet	7	EA	\$500.00	\$	3,500
4" Manhole	-	EA	\$5,000.00	\$	-
5' Manhole	-	EA	\$6,000.00	\$	-
6' Manhole	-	EA	\$7,200.00	\$	-
24" FES	-	EA	\$2,700.00	\$	-
30" FES	-	EA	\$3,000.00	\$	-
36" FES	-	EA	\$3,250.00	\$	-
12" PVC	660	LF	\$60.00	\$	39,600
18" RCP	410	LF	\$75.00	\$	30,750
24" RCP	145	LF	\$100.00	\$	14,500
30" RCP	-	LF	\$125.00	\$	-
36" RCP	-	LF	\$160.00	\$	-
			Subtotal	\$	121,350
<u>NONPOTABLE WATER SYSTEM</u>					
Meter and Services	36	EA	\$1,500.00	\$	54,000
Plug w/ Blowoff Valve	4	EA	\$8,000.00	\$	32,000
4" Gate Valve w/box	7	EA	\$1,500.00	\$	10,500
6" Gate Valve w/box	-	EA	\$2,500.00	\$	-
8" Gate Valve w/box	-	EA	\$4,000.00	\$	-
4" IRR	2,290	LF	\$51.00	\$	116,790
6" IRR	-	LF	\$58.00	\$	-
8" IRR	-	LF	\$65.00	\$	-
			Subtotal	\$	213,290
Infrastructure Improvements Total				\$	2,024,570

Cottonwood Greens Filing No. 10
Engineer's Opinion of Probable Cost
On Site Improvements

Project: Engineer's Opinion of Probable Cost Prepared For: Cottonwood Development Partners, LLC
 Prepared By: Atwell, LLC Date: April 26, 2022

Item	Quantity	Unit	Unit Cost	Cost Per Item	Comments
STREET IMPROVEMENTS					
Mountable Curb and Gutter	2,024	LF	\$32.00	\$	64,768
Sidewalks	10,119	SF	\$12.00	\$	121,428
Full Depth Asphalt	3,744	SY	\$40.00	\$	149,760
Earthwork	10,015	CY	\$3.00	\$	30,045
Mobilization	1	LS	\$ 10,000.00	\$	10,000.00
Clear & Grub	9	AC	\$ 2,500.00	\$	21,475.00
Traffic Control	1	LS	\$ 10,000.00	\$	10,000.00
Potholing	1	LS	\$ 10,000.00	\$	10,000.00
Concrete Cross Pan	0	EA	\$ 5,000.00	\$	-
Handicap Pedestrian Ramp	0	EA	\$ 3,500.00	\$	-
Street Sign	2	EA	\$ 500.00	\$	1,000.00
			Subtotal	\$	418,476
SANITARY SEWER					
Connect to Existing	-	EA	\$1,500.00	\$	-
8" PVC	1,020	LF	\$65.00	\$	66,300
12" PVC	-	LF	\$125.00	\$	-
4" Sanitary Sewer Manhole	6	EA	\$9,300.00	\$	55,800
4" Sewer Service	34	EA	\$1,500.00	\$	51,000
	0		Subtotal	\$	173,100
WATER					
Connect to Existing	2	EA	\$2,500.00	\$	5,000
8" PVC Waterline	955	LF	\$55.00	\$	52,525
12" PVC Waterline	-	LF	\$100.00	\$	-
8" MJ Gate Valve w/box	2	EA	\$2,500.00	\$	5,000
12" MJ Gate Valve w/box	-	EA	\$3,800.00	\$	-
Hydrant Assembly and Pipe	1	EA	\$10,000.00	\$	10,000
3/4" Meter and Service	34	EA	\$2,000.00	\$	68,000
8" Plug w/ 2" B.O.	-	EA	\$8,000.00	\$	-
			Subtotal	\$	135,525
STORM DRAINAGE					
5' Type R Inlet	-	EA	\$7,000.00	\$	-
10' Type R Inlet	-	EA	\$12,000.00	\$	-
Type C Inlet	-	EA	\$5,000.00	\$	-
Area Inlet	-	EA	\$500.00	\$	-
4' Manhole	-	EA	\$5,000.00	\$	-
5' Manhole	-	EA	\$6,000.00	\$	-
6' Manhole	-	EA	\$7,200.00	\$	-
24" FES	-	EA	\$2,700.00	\$	-
30" FES	-	EA	\$3,000.00	\$	-
36" FES	-	EA	\$3,250.00	\$	-
12" PVC	-	LF	\$60.00	\$	-
18" RCP	-	LF	\$75.00	\$	-
24" RCP	-	LF	\$100.00	\$	-
30" RCP	-	LF	\$125.00	\$	-
36" RCP	-	LF	\$160.00	\$	-
			Subtotal	\$	-
NONPOTABLE WATER SYSTEM					
Meter and Services	34	EA	\$1,500.00	\$	51,000
Plug w/ Blowoff Valve	-	EA	\$8,000.00	\$	-
4" Gate Valve w/box	1	EA	\$1,500.00	\$	1,500
6" Gate Valve w/box	-	EA	\$2,500.00	\$	-
8" Gate Valve w/box	-	EA	\$4,000.00	\$	-
4" IRR	975	LF	\$51.00	\$	49,725
6" IRR	-	LF	\$58.00	\$	-
8" IRR	-	LF	\$65.00	\$	-
			Subtotal	\$	102,225
Infrastructure Improvements Total				\$	829,326

Aggregated Total of Estimated Costs: \$5,002,670

EXHIBIT F **Mill Levy Comparison Report**

Proposed Cottonwood Conner Metro District	Mills	Cottonwood Greens Metro District No. 2	Mills	Lupton Village Residential Metro District	Mills
AIMS Junior College	6.342	AIMS Junior College	6.342	AIMS Junior College	6.342
Central Colorado Water	1.404	Central Colorado Water	1.404	Central Colorado Water	1.404
Central Colorado Water SubDistrict	2.189	Central Colorado Water SubDistrict	2.189	Central Colorado Water SubDistrict	2.189
Fort Lupton City	45.166	Fort Lupton City	45.166	Fort Lupton City	45.166
Fort Lupton Fire	9.305	Fort Lupton Fire	9.305	Fort Lupton Fire	9.305
Fort Lupton Fire (Bond 2022)	0.483	Fort Lupton Fire (Bond 2022)	0.483	Fort Lupton Fire (Bond 2022)	0.483
High Plains Library	3.197	High Plains Library	3.197	High Plains Library	3.197
Northern Colorado Water	1.000	Northern Colorado Water	1.000	Northern Colorado Water	1.000
School District Re8-Fort Lupton	19.782	School District Re8-Fort Lupton	19.782	School District Re8-Fort Lupton	19.782
Weld County	15.038	Weld County	15.038	Weld County	15.038
Platte Valley Conservation	0.000	Platte Valley Conservation	0.000	Platte Valley Conservation	0.000
Total Overlapping Mills w/o District	103.906	Total Overlapping Mills w/o District	103.906	Total Overlapping Mills w/o District	103.906
Proposed Authorized Mill Levy	70.000	Service Plan Authorized Mill Levy	70.000	Service Plan Authorized Mill Levy	70.000
Total Overlapping Mills w/ District	173.906	Total Overlapping Mills w/ District	173.906	Total Overlapping Mills w/ District	173.906

EXHIBIT G

Financial Plan

Preliminary Financing Analysis:
Cottonwood Conner Metropolitan District
Series 2022 Bonds

Absorption Schedule

Product Offering SFD
Pricing (2022 \$) \$487,500

		SFD
2022	-	0
2023	48	48
2024	69	69
2025		0
TOTAL	117	117

Value of Home Closings

Growth Rate 3%
Pricing (2022 \$) \$487,500

	SFD	Total Market Value
2022	\$0	\$0
2023	\$24,102,000	\$24,102,000
2024	\$35,686,024	\$35,686,024
2025	\$0	\$0
TOTAL	59,788,024	59,788,024

Cumulative Lot Value

	Value of New Lots	Less: Lots to Homes	Adjustments	Cumulative Finished Lot Value	100% Lot Value	Assessed Value of Lots
2017		-		-	-	-
2022	\$0	\$0		\$0	\$0	\$0
2023	\$5,280,000	\$0		\$5,280,000	\$5,280,000	\$1,531,200
2024	\$7,590,000	-\$5,280,000	\$0	\$7,590,000	\$7,590,000	\$2,201,100
2025	\$0	-\$7,590,000		\$0	\$0	\$0
TOTAL	12,870,000	(12,870,000)	-	12,870,000	12,870,000	3,732,300

Preliminary Financing Analysis:
Cottonwood Conner Metropolitan District
Series 2022 Bonds

Projected AV - Future Residential

			Residential			State Assessed		Vacant		Total Assessed Value
Y	AV Set	Tax Rev Year	New Market Value Added	Market Value Added to Rolls (with Lag)	Biennial Reassessment	Cumulative Market Value	Assessed Value at 7.15% of Market	Assessed Value at 29.00% of Market	Assessed Value at 29.00% of Market	
1	2022	2023	0	0		0	0	0	0	0
2	2023	2024	24,102,000	0	0	0	0	0	1,531,200	1,531,200
3	2024	2025	35,686,024	24,102,000		24,102,000	1,723,293	0	2,201,100	3,924,393
4	2025	2026	0	35,686,024	1,446,120	61,234,144	4,378,241	0	0	4,378,241
5	2026	2027	0	0		61,234,144	4,378,241	0	0	4,378,241
6	2027	2028	0	0	3,674,049	64,908,192	4,640,936	0	0	4,640,936
7	2028	2029	0	0		64,908,192	4,640,936	0	0	4,640,936
8	2029	2030	0	0	3,894,492	68,802,684	4,919,392	0	0	4,919,392
9	2030	2031	0	0		68,802,684	4,919,392	0	0	4,919,392
10	2031	2032	0	0	4,128,161	72,930,845	5,214,555	0	0	5,214,555
11	2032	2033	0	0		72,930,845	5,214,555	0	0	5,214,555
12	2033	2034	0	0	4,375,851	77,306,696	5,527,429	0	0	5,527,429
13	2034	2035	0	0		77,306,696	5,527,429	0	0	5,527,429
14	2035	2036	0	0	4,638,402	81,945,097	5,859,074	0	0	5,859,074
15	2036	2037	0	0		81,945,097	5,859,074	0	0	5,859,074
16	2037	2038	0	0	4,916,706	86,861,803	6,210,619	0	0	6,210,619
17	2038	2039	0	0		86,861,803	6,210,619	0	0	6,210,619
18	2039	2040	0	0	5,211,708	92,073,511	6,583,256	0	0	6,583,256
19	2040	2041	0	0		92,073,511	6,583,256	0	0	6,583,256
20	2041	2042	0	0	5,524,411	97,597,922	6,978,251	0	0	6,978,251
21	2042	2043	0	0		97,597,922	6,978,251	0	0	6,978,251
22	2043	2044	0	0	5,855,875	103,453,797	7,396,947	0	0	7,396,947
23	2044	2045	0	0		103,453,797	7,396,947	0	0	7,396,947
24	2045	2046	0	0	6,207,228	109,661,025	7,840,763	0	0	7,840,763
25	2046	2047	0	0		109,661,025	7,840,763	0	0	7,840,763
26	2047	2048	0	0	6,579,662	116,240,687	8,311,209	0	0	8,311,209
27	2048	2049	0	0		116,240,687	8,311,209	0	0	8,311,209
28	2049	2050	0	0	6,974,441	123,215,128	8,809,882	0	0	8,809,882
29	2050	2051	0	0		123,215,128	8,809,882	0	0	8,809,882
30	2051	2052	0	0	7,392,908	130,608,036	9,338,475	0	0	9,338,475
31	2052	2053				130,608,036	9,338,475	0	0	9,338,475
32	2053	2054			7,836,482	138,444,518	9,898,783	0	0	9,898,783
33	2054	2055				138,444,518	9,898,783	0	0	9,898,783
34	2055	2056			8,306,671	146,751,189	10,492,710	0	0	10,492,710
35	2056	2057				146,751,189	10,492,710	0	0	10,492,710
36	2057	2058			8,805,071	155,556,260	11,122,273	0	0	11,122,273
37	2058	2059				155,556,260	11,122,273	0	0	11,122,273
38	2059	2060			9,333,376	164,889,636	11,789,609	0	0	11,789,609
39	2060	2061				164,889,636	11,789,609	0	0	11,789,609
40	2061	2062			9,893,378	174,783,014	12,496,986	0	0	12,496,986

**Preliminary Financing Analysis:
Cottonwood Conner Metropolitan District
Series 2022 Bonds**

Projected Revenues - Future Residential

Y	AV Set	Tax Rev Year	Total Assessed Value	Debt Service Mill Levy	Debt Service Levy @ 100%	Specific Ownership Taxes at 7.00%	Fees / Collection Charge (1.5% +\$4,000)	Total Tax Revenue	Other	Total Revenue
1	2022	2023	0	55.664	0	0	0	0	0	0
2	2023	2024	1,531,200	55.664	85,233	5,966	-5,278	85,921		85,921
3	2024	2025	3,924,393	55.664	218,447	15,291	-7,277	226,462		226,462
4	2025	2026	4,378,241	55.664	243,710	17,060	-7,656	253,114		253,114
5	2026	2027	4,378,241	55.664	243,710	17,060	-7,656	253,114		253,114
6	2027	2028	4,640,936	55.664	258,333	18,083	-7,875	268,541		268,541
7	2028	2029	4,640,936	55.664	258,333	18,083	-7,875	268,541		268,541
8	2029	2030	4,919,392	55.664	273,833	19,168	-8,107	284,894		284,894
9	2030	2031	4,919,392	55.664	273,833	19,168	-8,107	284,894		284,894
10	2031	2032	5,214,555	55.664	290,263	20,318	-8,354	302,227		302,227
11	2032	2033	5,214,555	55.664	290,263	20,318	-8,354	302,227		302,227
12	2033	2034	5,527,429	55.664	307,679	21,538	-8,615	320,601		320,601
13	2034	2035	5,527,429	55.664	307,679	21,538	-8,615	320,601		320,601
14	2035	2036	5,859,074	55.664	326,140	22,830	-8,892	340,077		340,077
15	2036	2037	5,859,074	55.664	326,140	22,830	-8,892	340,077		340,077
16	2037	2038	6,210,619	55.664	345,708	24,200	-9,186	360,722		360,722
17	2038	2039	6,210,619	55.664	345,708	24,200	-9,186	360,722		360,722
18	2039	2040	6,583,256	55.664	366,450	25,652	-9,497	382,605		382,605
19	2040	2041	6,583,256	55.664	366,450	25,652	-9,497	382,605		382,605
20	2041	2042	6,978,251	55.664	388,437	27,191	-9,827	405,801		405,801
21	2042	2043	6,978,251	55.664	388,437	27,191	-9,827	405,801		405,801
22	2043	2044	7,396,947	55.664	411,744	28,822	-10,176	430,390		430,390
23	2044	2045	7,396,947	55.664	411,744	28,822	-10,176	430,390		430,390
24	2045	2046	7,840,763	55.664	436,448	30,551	-10,547	456,453		456,453
25	2046	2047	7,840,763	55.664	436,448	30,551	-10,547	456,453		456,453
26	2047	2048	8,311,209	55.664	462,635	32,384	-10,940	484,080		484,080
27	2048	2049	8,311,209	55.664	462,635	32,384	-10,940	484,080		484,080
28	2049	2050	8,809,882	55.664	490,393	34,328	-11,356	513,365		513,365
29	2050	2051	8,809,882	55.664	490,393	34,328	-11,356	513,365		513,365
30	2051	2052	9,338,475	55.664	519,817	36,387	-11,797	544,407		544,407
31	2052	2053	9,338,475	55.664	519,817	36,387	-11,797	544,407		544,407
32	2053	2054	9,898,783	55.664	551,006	38,570	-12,265	577,311		577,311
33	2054	2055	9,898,783	55.664	551,006	38,570	-12,265	577,311		577,311
34	2055	2056	10,492,710	55.664	584,066	40,885	-12,761	612,190		612,190
35	2056	2057	10,492,710	55.664	584,066	40,885	-12,761	612,190		612,190
36	2057	2058	11,122,273	55.664	619,110	43,338	-13,287	649,161		649,161
37	2058	2059	11,122,273	55.664	619,110	43,338	-13,287	649,161		649,161
38	2059	2060	11,789,609	55.664	656,257	45,938	-13,844	688,351		688,351
39	2060	2061	11,789,609	55.664	656,257	45,938	-13,844	688,351		688,351
40	2061	2062	12,496,986	55.664	695,632	48,694	-14,434	729,892		729,892

SOURCES AND USES OF FUNDS**COTTONWOOD CONNER METROPOLITAN DISTRICT
Limited Tax General Obligation, Series 2022**

Dated Date	12/01/2022
Delivery Date	12/01/2022

Sources:

Bond Proceeds:	
Par Amount	5,040,000.00
	5,040,000.00

Uses:

Project Fund Deposits:	
Net Project Fund	4,767,225.00
Delivery Date Expenses:	
Cost of Issuance	272,775.00
	5,040,000.00

BOND PRICING**COTTONWOOD CONNER METROPOLITAN DISTRICT
Limited Tax General Obligation, Series 2022**

<i>Bond Component</i>	<i>Maturity Date</i>	<i>Amount</i>	<i>Rate</i>	<i>Yield</i>	<i>Price</i>
Cash Flow Bond:					
	12/01/2023		5.750%	5.750%	100.000
	12/01/2024		5.750%	5.750%	100.000
	12/01/2025		5.750%	5.750%	100.000
	12/01/2026		5.750%	5.750%	100.000
	12/01/2027		5.750%	5.750%	100.000
	12/01/2028		5.750%	5.750%	100.000
	12/01/2029		5.750%	5.750%	100.000
	12/01/2030		5.750%	5.750%	100.000
	12/01/2031		5.750%	5.750%	100.000
	12/01/2032		5.750%	5.750%	100.000
	12/01/2033		5.750%	5.750%	100.000
	12/01/2034		5.750%	5.750%	100.000
	12/01/2035		5.750%	5.750%	100.000
	12/01/2036		5.750%	5.750%	100.000
	12/01/2037		5.750%	5.750%	100.000
	12/01/2038		5.750%	5.750%	100.000
	12/01/2039		5.750%	5.750%	100.000
	12/01/2040		5.750%	5.750%	100.000
	12/01/2041		5.750%	5.750%	100.000
	12/01/2042		5.750%	5.750%	100.000
	12/01/2043		5.750%	5.750%	100.000
	12/01/2044		5.750%	5.750%	100.000
	12/01/2045		5.750%	5.750%	100.000
	12/01/2046		5.750%	5.750%	100.000
	12/01/2047		5.750%	5.750%	100.000
	12/01/2048		5.750%	5.750%	100.000
	12/01/2049		5.750%	5.750%	100.000
	12/01/2050		5.750%	5.750%	100.000
	12/01/2051	134,000	5.750%	5.750%	100.000
	12/01/2052	263,000	5.750%	5.750%	100.000
	12/01/2053	277,000	5.750%	5.750%	100.000
	12/01/2054	326,000	5.750%	5.750%	100.000
	12/01/2055	345,000	5.750%	5.750%	100.000
	12/01/2056	400,000	5.750%	5.750%	100.000
	12/01/2057	423,000	5.750%	5.750%	100.000
	12/01/2058	484,000	5.750%	5.750%	100.000
	12/01/2059	512,000	5.750%	5.750%	100.000
	12/01/2060	580,000	5.750%	5.750%	100.000
	12/01/2061	614,000	5.750%	5.750%	100.000
	12/01/2062	682,000	5.750%	5.750%	100.000
		5,040,000			

Dated Date	12/01/2022	
Delivery Date	12/01/2022	
First Coupon	06/01/2023	
Par Amount	5,040,000.00	
Original Issue Discount		
Production	5,040,000.00	100.000000%
Underwriter's Discount		
Purchase Price	5,040,000.00	100.000000%
Accrued Interest		
Net Proceeds	5,040,000.00	

BOND SUMMARY STATISTICS**COTTONWOOD CONNER METROPOLITAN DISTRICT
Limited Tax General Obligation, Series 2022**

Dated Date	12/01/2022
Delivery Date	12/01/2022
Last Maturity	12/01/2062
Arbitrage Yield	5.672533%
True Interest Cost (TIC)	5.672533%
Net Interest Cost (NIC)	5.750000%
All-In TIC	6.039716%
Average Coupon	5.750000%
Average Life (years)	35.758
Duration of Issue (years)	15.842
Par Amount	5,040,000.00
Bond Proceeds	5,040,000.00
Total Interest	10,362,592.50
Net Interest	10,362,592.50
Total Debt Service	15,402,592.50
Maximum Annual Debt Service	740,822.50
Average Annual Debt Service	385,064.81
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

<i>Bond Component</i>	<i>Par Value</i>	<i>Price</i>	<i>Average Coupon</i>	<i>Average Life</i>
Cash Flow Bond	5,040,000.00	100.000	5.750%	35.758
	5,040,000.00			35.758

	<i>TIC</i>	<i>All-In TIC</i>	<i>Arbitrage Yield</i>
Par Value	5,040,000.00	5,040,000.00	5,040,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-272,775.00	
- Other Amounts			
Target Value	5,040,000.00	4,767,225.00	5,040,000.00
Target Date	12/01/2022	12/01/2022	12/01/2022
Yield	5.672533%	6.039716%	5.672533%

BOND DEBT SERVICE**COTTONWOOD CONNER METROPOLITAN DISTRICT
Limited Tax General Obligation, Series 2022**

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
06/01/2023			144,900.00	144,900.00	
12/01/2023					144,900.00
06/01/2024			289,800.00	289,800.00	
12/01/2024					289,800.00
06/01/2025			289,800.00	289,800.00	
12/01/2025					289,800.00
06/01/2026			289,800.00	289,800.00	
12/01/2026					289,800.00
06/01/2027			289,800.00	289,800.00	
12/01/2027					289,800.00
06/01/2028			289,800.00	289,800.00	
12/01/2028					289,800.00
06/01/2029			289,800.00	289,800.00	
12/01/2029					289,800.00
06/01/2030			289,800.00	289,800.00	
12/01/2030					289,800.00
06/01/2031			289,800.00	289,800.00	
12/01/2031					289,800.00
06/01/2032			289,800.00	289,800.00	
12/01/2032					289,800.00
06/01/2033			289,800.00	289,800.00	
12/01/2033					289,800.00
06/01/2034			289,800.00	289,800.00	
12/01/2034					289,800.00
06/01/2035			289,800.00	289,800.00	
12/01/2035					289,800.00
06/01/2036			289,800.00	289,800.00	
12/01/2036					289,800.00
06/01/2037			289,800.00	289,800.00	
12/01/2037					289,800.00
06/01/2038			289,800.00	289,800.00	
12/01/2038					289,800.00
06/01/2039			289,800.00	289,800.00	
12/01/2039					289,800.00
06/01/2040			289,800.00	289,800.00	
12/01/2040					289,800.00
06/01/2041			289,800.00	289,800.00	
12/01/2041					289,800.00
06/01/2042			289,800.00	289,800.00	
12/01/2042					289,800.00
06/01/2043			289,800.00	289,800.00	
12/01/2043					289,800.00
06/01/2044			289,800.00	289,800.00	
12/01/2044					289,800.00
06/01/2045			289,800.00	289,800.00	
12/01/2045					289,800.00
06/01/2046			289,800.00	289,800.00	
12/01/2046					289,800.00
06/01/2047			289,800.00	289,800.00	
12/01/2047					289,800.00
06/01/2048			289,800.00	289,800.00	
12/01/2048					289,800.00
06/01/2049			289,800.00	289,800.00	
12/01/2049					289,800.00
06/01/2050			289,800.00	289,800.00	
12/01/2050					289,800.00
06/01/2051			289,800.00	289,800.00	
12/01/2051	134,000	5.750%	3,852.50	137,852.50	427,652.50
06/01/2052			282,095.00	282,095.00	
12/01/2052	263,000	5.750%	7,561.25	270,561.25	552,656.25
06/01/2053			266,972.50	266,972.50	
12/01/2053	277,000	5.750%	7,963.75	284,963.75	551,936.25
06/01/2054			251,045.00	251,045.00	
12/01/2054	326,000	5.750%	9,372.50	335,372.50	586,417.50
06/01/2055			232,300.00	232,300.00	
12/01/2055	345,000	5.750%	9,918.75	354,918.75	587,218.75
06/01/2056			212,462.50	212,462.50	
12/01/2056	400,000	5.750%	11,500.00	411,500.00	623,962.50
06/01/2057			189,462.50	189,462.50	
12/01/2057	423,000	5.750%	12,161.25	435,161.25	624,623.75
06/01/2058			165,140.00	165,140.00	

BOND DEBT SERVICE**COTTONWOOD CONNER METROPOLITAN DISTRICT
Limited Tax General Obligation, Series 2022**

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
12/01/2058	484,000	5.750%	13,915.00	497,915.00	663,055.00
06/01/2059			137,310.00	137,310.00	
12/01/2059	512,000	5.750%	14,720.00	526,720.00	664,030.00
06/01/2060			107,870.00	107,870.00	
12/01/2060	580,000	5.750%	16,675.00	596,675.00	704,545.00
06/01/2061			74,520.00	74,520.00	
12/01/2061	614,000	5.750%	17,652.50	631,652.50	706,172.50
06/01/2062			39,215.00	39,215.00	
12/01/2062	682,000	5.750%	19,607.50	701,607.50	740,822.50
	5,040,000		10,362,592.50	15,402,592.50	15,402,592.50

EXHIBIT H

Form - Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF FORT LUPTON, COLORADO AND COTTONWOOD CONNER METROPOLITAN DISTRICT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into as of this ____ day of _____, 2022 (this “**Agreement**”) by and between the CITY OF FORT LUPTON, a municipal corporation of the State of Colorado (“**City**”), and COTTONWOOD CONNER METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”). The City and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Service Plan approved by the City on _____, 2022 (the “**Service Plan**”); and

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

WHEREAS, any capitalized term used, but not defined, in this Agreement shall have the meaning ascribed to such term in the Service Plan; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers and property owners to enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

A. Operations and Maintenance. The District shall be authorized to operate and maintain Public Improvements not conveyed to the City or other governmental entity having proper jurisdiction. In addition, the District may perform homeowners’ association functions for the property within its boundaries including, but not limited to, ownership, operation and maintenance of parks, trails, open space and common areas, Covenant Enforcement and Design Review Services, and social functions through designation of the District as the enforcement entity in the Covenants recorded against the Project.

B. Maintenance of City-owned Streets, Parks, and Open Space. The District shall provide snow-removal services within the District Boundaries on City-owned streets that are not arterial or collector roads, as more particularly set forth in the Maintenance IGA defined by and required by the Service Plan. In addition, the District shall operate and maintain City-owned parks and open spaces within the District Boundaries, including, but not limited to, irrigation services, turf, tree, and shrub care and, as necessary, replacement, lawn mowing and maintenance, and removal of litter, as more particularly set forth in the Maintenance IGA. The District shall approve and execute the Maintenance IGA immediately after completion of the construction of the street and/or parks and open space improvements and prior to performing the required maintenance. Failure to timely approve and execute the Maintenance IGA shall constitute a material modification of the Service Plan.

C. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the applicable standards and specifications of the City, including without limitation any Subdivision Improvement Agreement(s) with the City applicable to such Public Improvements, and of other governmental entities having proper jurisdiction. All facilities conveyed or otherwise dedicated to the City or other entity designated by the City shall be free and clear of any lien, claim, encumbrance or demand and shall be subject to the City's normal warranty procedures.

D. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

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

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

E. Inclusion Limitation. The District shall not include within its boundaries any property outside the Inclusion Area Boundaries without the prior written consent of the City.

F. Overlap Limitation. The District shall not consent to the organization of another district under the Special District Act which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed district, combined with the mill levy for payment of Debt by the District, will not at any time exceed the Maximum Debt Mill Levy of the District.

G. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

H. Total Debt Issuance Limitation. The District shall not issue Debt in excess of the Total Debt Issuance Limit.

I. Monies from Other Governmental Sources. The District shall not apply for or accept Colorado Trust Funds, Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and be a revenue source for the District without any limitation.

J. Eminent Domain Limitation. The District shall not exercise the power of eminent domain to obtain any real property owned by the City without the prior written approval of the City Council, as evidenced by resolution after a public hearing thereon.

K. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City.

L. Bankruptcy Limitation. All of the limitations contained in the Service Plan have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

1. Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

2. Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

M. Maximum Debt Mill Levy.

1. The “Maximum Debt Mill Levy” of the District, which shall be subject to the Mill Levy Adjustment, shall be the maximum mill levy the District is permitted to impose upon the Taxable Property within the District for payment of Debt and shall be 55.277 mills for so long as the total amount of aggregate Debt of the District exceeds fifty percent (50%) of the District’s assessed valuation. At such time as the total amount of aggregate Debt of the District is equal to or less than fifty percent (50%) of the District’s assessed valuation, either on the date of issuance of any Debt or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy if End Users cast the majority of affirmative votes taken by the District’s Board at the meeting authorizing such action, and, as a result, the mill levy may be such amount as is necessary to pay the debt service on such Debt, and the Board may further provide that

such Debt shall remain secured by such increased mill levy, notwithstanding any subsequent change in the District's Debt to assessed value ratio.

2. The "Maximum Operation and Maintenance Mill Levy" of the District, which shall be subject to a Mill Levy Adjustment, shall be the maximum mill levy the District is permitted to impose upon the Taxable Property within the District for payment of administrative, operation and maintenance costs, and shall be 55.277 mills until such time that the District issues Debt. After the District issues Debt, the Maximum Operation and Maintenance Mill Levy, when combined with the Debt service mill levy imposed for Debt, shall not exceed 70.000 mills, which combined mill levy limit shall be subject to a Mill Levy Adjustment. The Maximum Operation and Maintenance Mill Levy shall apply to the District's ability to increase its mill levy as necessary for provision of administrative, operation and maintenance services to its taxpayers and service users until such time as End Users cast the majority of affirmative votes taken by the District's Board at a meeting authorizing the elimination of such Maximum Operation and Maintenance Mill Levy, at which time the mill levy may be such amount as is necessary to pay the administrative, operation and maintenance costs.

3. For purposes of the foregoing, once Debt has been determined to be within VI.C.1, above, so that the District is entitled to pledge to its payment an unlimited *ad valorem* mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S., and all other requirements of State law.

All issuances of general obligation Bonds shall be deemed to be in compliance with the Financial Plan so long as the Minimum Criteria, as hereinafter defined, have been met. "Minimum Criteria" shall mean that the general obligation Bonds are: (1) subject to the Maximum Debt Mill Levy; (2) together with other outstanding general obligation Bonds of the District, not in excess of the Total Debt Issuance Limit; (3) together with other outstanding general obligation Bonds of the District, not in excess of the general obligation debt authority provided by the District's electorate; (4) do not allow for the acceleration of Debt as a remedy against the District; and (5) issued in compliance with the applicable requirements of Section 321-1101(6), C.R.S. Any issuance of general obligation Bonds that does not satisfy the Minimum Criteria shall constitute a material modification of this Service Plan and a default under this Agreement.

The costs of constructing the Public Improvements may be paid from available District mill levy revenues, Debt and/or advances from the Developer. The District shall be authorized to reimburse Developer advances, if any, with interest at a market reasonable rate from District mill levy revenues and/or proceeds from Debt privately placed with the Developer, and other legally available revenues of the District. Any such privately placed Debt shall be subject to the Privately Placed Debt Limitation set forth in Section V.A.4 and the Minimum Criteria. Any Developer advances shall either be paid when bonds are issued by the District or shall be subordinate to any District debt, and only the Developer will hold the instruments evidencing such advances or financing.

In the event that the District determines that it is in the best interests of the District and its taxpayers to issue general obligation Bonds to parties other than the Developer to: (i) reimburse the Developer for Developer advances; (ii) refund or restructure Debt previously placed with the Developer; or (iii) finance Public Improvements, the District shall prepare a plan of finance for the purpose of determining whether

the proposed issuance satisfies the Minimum Criteria. The plan of finance will include the amount of Bonds to be issued, uses of proceeds therefrom (including, if any, capitalized interest and costs of issuance), sources of revenues securing repayment of the Bonds and the repayment schedule for the Bonds, all as required by Section 19-5(c)(1)c.1-4 of the Municipal Code. Debt Repayment Sources.

The District may impose mill levies as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the Board's discretion, these may include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time. In no event shall the debt service mill levy certified by the District exceed the Maximum Debt Mill Levy.

N. Dissolution. The District shall take all action necessary to dissolve, pursuant to Sections 32-1-701, *et seq.*, C.R.S., if the City files an application with the District no sooner than ten (10) years after the date of organization of the District for dissolution pursuant to Section 32-1-701 (3), C.R.S., provided that the District has no outstanding debt or outstanding operation and maintenance responsibilities at the time of the request.

O. Meeting Notices/Annual Report. The District shall deliver written notice of every regular or special meeting to the office of the City Clerk, by email, mail or by hand, at least 72 hours prior to such meeting; however, in the event Section 19-5(c)(1)k of the Municipal Code is amended to change the timeframe for this advanced notice requirement, this Agreement and the Service Plan shall be automatically updated to a corresponding timeframe without further action of the City Council. The District shall be responsible for submitting an annual report to the City no later than July 1st of each year following the year in which the Order and Decree creating the District has been recorded.

P. Material Modification. Actions of the District which violate the limitations set forth in Sections A-L above or Chapter 19 of the Municipal Code shall be deemed to be material modifications to the Service Plan requiring amendment of the Service Plan in accordance with the procedural requirements of Chapter 19 of the Municipal Code, and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District. The remedies herein shall be in addition to any remedies the City may have or actions the City may bring under Section 32-1-207, C.R.S., or any other applicable statute. The District shall have thirty (30) days to cure such material modification. If the material modification is of a type that is not capable of being cured within the 30-day period and the District shall give written notice to the City within the 30-day period that it is actively and diligently pursuing the cure, the District will have a reasonable period of time given the nature of the material modification following the end of the 30-day period, but not to exceed sixty (60) days, to cure the material modification, provided that the District is at all times actively and diligently pursuing the cure, failing which, the District will be in default under this Agreement. In the event the District fails to complete the cure or take any action to cure the material modification, the City may impose any sanctions allowed by the Municipal Code or statute. Nothing herein is intended to modify or prevent the use of the provisions of Section 32-1-207(3)(b), C.R.S.

Q. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery,

via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District: Cottonwood Conner Metropolitan District
c/o Law Office of Michael E. Davis, LLC
1151 Eagle Drive, Suite 366
Loveland, CO 80537
Attn: Michael E. Davis, *Esq.*
Phone: (720) 324-3130
Email: Michael@mdavislawoffice.com

To the City: City of Fort Lupton
130 South McKinley
Fort Lupton, CO 80621
Attn: Chris Cross
Phone: (720) 466-6103
Fax: (303) 857-0351
[Email: CCross@Fortluptonco.gov](mailto:CCross@Fortluptonco.gov)

With a Copy to: White Bear Ankele Tanaka & Waldron, P.C.
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122
Attention: Jennifer Gruber Tanaka, Esq.
Phone: (303) 858-1800
Fax: (303) 858-1801
Email: jtanaka@wbapc.com

All notices, demands, requests or other communications shall be effective upon such personal delivery, one (1) business day after being deposited with a nationally recognized overnight air courier service, or three (3) business days after deposit in the United States First Class Mail. Each Party may change its address by giving notice to the other party in accordance with the provisions hereof.

R. Amendment. This Agreement may be amended or terminated in whole or in part by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

S. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void.

T. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in

such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

U. Governing Law and Venue. This Agreement shall be governed and construed under the laws of Weld County and the State of Colorado.

V. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

W. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

X. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

Y. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

Z. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this agreement effective as of the date set forth above.

COTTONWOOD CONNER METROPOLITAN
DISTRICT

By: _____
President

Attest:

Secretary

CITY OF FORT LUPTON, COLORADO

By: _____
Mayor

Attest:

By: _____
Its: _____

APPROVED AS TO FORM:

EXHIBIT I

City Council Resolution of Approval of Service Plan

RESOLUTION NO. 2022R_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO APPROVING THE SERVICE PLAN FOR THE COTTONWOOD CONNER METROPOLITAN DISTRICT AND APPROVING THE INTERGOVERNMENTAL AGREEMENT

WHEREAS, pursuant to §32-1-204.5, C.R.S., as amended, a Service Plan (the “**Service Plan**”) for the Cottonwood Conner Metropolitan District (the “**District**”) has been submitted to the City Council (the “**Council**”) of the City of Fort Lupton, Colorado (the “**City**”); and

WHEREAS, §32-1-204.5, C.R.S., as amended, provides that no special district shall be organized within the boundaries of the City except upon adoption of a resolution of the Council approving the Service Plan of the District; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, the Council held a public hearing on the Service Plan for the District on August 2, 2022; and

WHEREAS, notice of the hearing before the Council was duly published in the *Fort Lupton Press*, a newspaper of general circulation within the City, on July 7, 2022, as required by law, and forwarded to the petitioners, others entitled to postcard or letter notice, the Division of Local Government, and the governing body of each municipality and Title 32 district that has levied an *ad valorem* tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the Council has considered the Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the Council finds that the Service Plan should be approved unconditionally, as permitted by §§32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended; and

WHEREAS, the Council further finds that it is in the best interests of the citizens of the City to enter into an Intergovernmental Agreement (the “**IGA**”) with the District for the purpose of assigning the relative rights and responsibilities between the City and the District with respect to certain functions, operations, and obligations of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO:

- I. The City Council has jurisdiction to hear this matter.
- II. The Council hereby determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, related to the filing of the Service Plan for the District have been fulfilled and that notice of the hearing was given in the time and manner required by law.

III. The Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the Council of each of the following was presented with respect to the District:

A. There is sufficient existing and projected need for organized service in the area to be serviced by the proposed District.

B. The existing service in the area to be served by the proposed District is inadequate for present and projected needs.

C. The proposed District is capable of providing economical and sufficient service to the areas within its proposed boundaries.

D. The area to be included in the proposed District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

E. Adequate service is not, or will not be, available to the area through the City or other existing quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.

F. The facility and service standards of the proposed District are compatible with the facility and service standards of the City and each municipality which is an interested party under §32-1-204, C.R.S.

G. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.

H. The proposal is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area;

I. The creation of the proposed District will be in the best interests of the area proposed to be served; and

J. The Service Plan, based upon the statements set forth in the Service Plan and upon all evidence presented at the Public Hearing on the Service Plan, meets all conditions and requirements of §§32-1-201, *et seq.*, C.R.S.

IV. The Council hereby approves the Service Plan for the District as submitted. Nothing herein limits the City's powers with respect to the District, the property within the District, or the improvements to be constructed by the District. The City's findings are based solely upon the evidence in the Service Plan and such other evidence presented at the public hearing, and the City has not conducted any independent investigation of the evidence. The City makes no guarantee as to the financial viability of the District or the achievability of the results.

V. The Council hereby approves the IGA. The Mayor and the City Clerk are hereby authorized to execute, on behalf of the City, the IGA in substantially the form presented at this

meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

VI. This Resolution shall be filed in the records of the City and a copy thereof submitted to the District.

VII. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

INTRODUCED, READ AND PASSED this ____ day of _____ 2022.

CITY OF FORT LUPTON,

By: _____
Zo Stieber, Mayor

ATTEST:

By: _____
Mari Peña, City Clerk

APPROVED AS TO FORM:

J. Andrew Ausmus, City Attorney

EXHIBIT J

Form Maintenance Agreement

MAINTENANCE SERVICES AGREEMENT
(Snow Removal and Park and Open Maintenance Services)

This **MAINTENANCE SERVICES AGREEMENT**, including any and all exhibits attached hereto (the “**Agreement**”), is made and entered as of this ____ day of _____ 2022, by and between the **CITY OF FORT LUPTON**, a municipal corporation of the State of Colorado (the “**City**”), and the **COTTONWOOD CONNER METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”). The City and the District are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Service Plan approved by the City on _____, 2022 (the “**Service Plan**”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental maintenance agreement between the City and the District; and

WHEREAS, any capitalized term used, but not defined, in this Agreement shall have the meaning ascribed to such term in the Service Plan; and

WHEREAS, the City has established a *Snow/Ice Removal with Level Service Policy*, dated November 29, 2017 (the “**Policy**”); and

WHEREAS, the City and the District desire to keep City-owned property within District Boundaries safe, clean, orderly, and beautified; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers and property owners to enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

A. Scope of Services: Snowplowing. The District shall provide snow-removal services (the “**Services**”) within District Boundaries on City-owned streets that are not arterial or collector roads (the “**Streets**”), which Streets are depicted on the map attached hereto as **Exhibit A** and incorporated herein by this reference. The District shall perform the Services (a) in a professional manner, to the satisfaction of the City, using the degree of skill and knowledge customarily employed in the performance of such services; (b) in a timely manner to ensure the upkeep and safe use of the Streets; and (c) using reasonable efforts to minimize any annoyance, interference, or disruption to the residents, tenants, occupants, and invitees within the District.

Further, the District shall comply with the Ft. Lupton Municipal Code, the Policy, and any other applicable municipal regulations and ordinances in performing the Services.

B. Scope of Services: Parks and Open Space. The District shall operate and provide maintenance and upkeep services (“**Maintenance**”) within District Boundaries on City-owned parks and open space (the “**Parks**”), which Parks are depicted on the map attached hereto as **Exhibit B** and incorporated herein by this reference. Maintenance of the Parks includes but is not limited to irrigation services; turf, tree, and shrub care and, as necessary, replacement; lawn mowing and maintenance; and removal of litter. The District shall perform the Maintenance (a) in a professional manner, to the satisfaction of the City, using the degree of skill and knowledge customarily employed in the performance of such services; (b) in a timely manner to ensure the health and beauty of all vegetation in the Parks; and (c) using reasonable efforts to minimize any annoyance, interference, or disruption to the residents, tenants, occupants, and invitees within the District.

C. Independent Contractor. For purposes of this Agreement, the District is an independent contractor, and nothing in this Agreement shall constitute or designate the District or any of its employees or agents as employees or agents of the City. The District may select the means, manner, and method of performing its duties under this Agreement, without detailed control or direction from the City, and shall be responsible for supervising its own employees or subcontractors. The City is concerned only with the results to be obtained. The City shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the District or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state, or federal income or other tax contributions, insurance contributions (e.g., FICA taxes), workers’ compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits, or insurance. The District shall be responsible for the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the District will be deemed employees or sub-contractors of the District and will not for any purpose be considered employees or agents of the City. The District is not entitled to worker’s compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the District or some other entity other than the City, and the District is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.

D. Equal Opportunity/Employment Eligibility. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the District represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

The District hereby states that it does not knowingly employ or contract with a worker without authorization and that the District has participated in or has attempted to participate in the E-Verify Program or Department Program (formerly known as the Basic Pilot Program) (as

defined in §8-17.5-101, C.R.S.) in order to verify that it does not employ any a workers without authorization. The District affirmatively makes the follow declarations:

1. The District shall not knowingly employ or contract with a worker without authorization who will perform work under the public contract for services contemplated in this Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for Services contemplated in this Agreement.

2. The District shall not knowingly enter into a contract with a subcontractor that fails to certify to the District that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform the services contemplated in this Agreement.

3. The District has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

4. The District is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

5. If the District obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with a worker without authorization, the District shall be required to:

a. Notify the subcontractor and the City within three (3) days that the District has actual knowledge that the subcontractor is employing or contracting with a worker without authorization.

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the worker without authorization; except that the District shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

6. The District shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation involving matters under this Section 10 that such Department is undertaking pursuant to the authority established in § 8-17.5-102, C.R.S.

7. If the District violates a provision of this Agreement pursuant to which § 8-17.5-102, C.R.S., applies the City may terminate this Agreement upon three (3) days written notice

to the District. If this Agreement is so terminated, the District shall be liable for actual and consequential damages to the City.

E. Insurance Requirements.

1. The District shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit C**, attached hereto and incorporated herein by this reference. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the City may carry, and any insurance maintained by the City shall be considered excess. The City may verify or confirm, at any time, all coverage, information, or representations contained in this Agreement.

2. Prior to commencing any work under this Agreement, the District shall provide the City with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the District subcontracts any portion(s) of the Services or Maintenance, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance, and automobile liability insurance in amounts satisfactory to the City and the District; provided, however, that sub-contractors of the District shall not be required by the City to provide coverage in excess of that which is required hereunder of the District. If the coverage required expires during the term of this Agreement, the District or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

3. The District's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the District's liability under any provision in this Agreement. The District shall be responsible for the payment of any deductibles on issued policies.

F. Indemnification. To the extent permitted by law, the District shall indemnify and hold harmless the City, its directors, officers, contractors, employees, agents, and consultants (collectively, the "**City Indemnitees**"), from any and all injuries, damages, causes of actions or claims which result from negligence on the part of the District, its agents, or employees under the Agreement. Insurance coverage requirements specified in this Agreement will in no way lessen or limit the liability of the District under the terms of this indemnification obligation. The District shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section F. This defense and indemnification obligation will survive the expiration or termination of this Agreement.

G. Assignment. The District shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the City. Any attempted assignment of this Agreement in whole or in part with respect to which the City has not consented, in writing, shall be null and void and of no effect whatsoever.

H. Sub-Contractors. The District is solely and fully responsible to the City for the performance of all Services and Maintenance in accordance with the terms set forth in this Agreement, whether performed by the District or a subcontractor engaged by the District, and neither the City's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the District's duties, liabilities, or obligations under this Agreement. The District agrees that each and every agreement of the District with any subcontractor to perform Services or Maintenance under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement, holding the City harmless for the acts of the subcontractor. Prior to commencing any Services or Maintenance, a subcontractor shall provide evidence of insurance coverage to the City in accordance with the requirements of this Agreement. The District further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

I. Material Modification. Actions of the District which violate the limitations set forth in Sections A-H above or Chapter 19 of the Municipal Code shall be deemed to be material modifications to the Service Plan requiring amendment of the Service Plan in accordance with the procedural requirements of Chapter 19 of the Municipal Code, and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District. The remedies herein shall be in addition to any remedies the City may have or actions the City may bring under Section 32-1-207, C.R.S., or any other applicable statute. The District shall have thirty (30) days to cure such material modification. If the material modification is of a type that is not capable of being cured within the 30-day period and the District shall give written notice to the City within the 30-day period that it is actively and diligently pursuing the cure, the District will have a reasonable period of time given the nature of the material modification following the end of the 30-day period, but not to exceed sixty (60) days, to cure the material modification, provided that the District is at all times actively and diligently pursuing the cure, failing which, the District will be in default under this Agreement. In the event the District fails to complete the cure or take any action to cure the material modification, the City may impose any sanctions allowed by the Municipal Code or statute. Nothing herein is intended to modify or prevent the use of the provisions of Section 32-1-207(3)(b), C.R.S.

J. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:

Cottonwood Conner Metropolitan District
c/o Law Office of Michael E. Davis, LLC
1151 Eagle Drive, Suite 366
Loveland, CO 80537
Attn: Michael E. Davis, *Esq.*
Phone: (720) 324-3130
Email: Michael@MDavisLawOffice.com

To the City:

City of Fort Lupton
130 South McKinley
Fort Lupton, CO 80621
Attn: Chris Cross
Phone: (720) 466-6103
Fax: (303) 857-0351
Email: CCross@Fortluptonco.gov

With a Copy to:

White Bear Ankele Tanaka & Waldron, P.C.
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122
Attention: Jennifer Gruber Tanaka, *Esq.*
Phone: (303) 858-1800
Fax: (303) 858-1801
Email: jtanaka@wbapc.com

All notices, demands, requests or other communications shall be effective upon such personal delivery, one (1) business day after being deposited with a nationally recognized overnight air courier service, or three (3) business days after deposit in the United States First Class Mail. Each Party may change its address by giving notice to the other party in accordance with the provisions hereof.

K. Amendment. The Parties may amend or terminate this Agreement in whole or in part by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

L. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void.

M. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

N. Governing Law and Venue. This Agreement shall be governed and construed under the laws of Weld County and the State of Colorado.

O. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

P. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

Q. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

R. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

S. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this agreement effective as of the date set forth above.

COTTONWOOD CONNER METROPOLITAN
DISTRICT

By: _____
President

Attest:

Secretary

CITY OF FORT LUPTON, COLORADO

By: _____
Mayor

Attest:

By: _____
Its: _____

APPROVED AS TO FORM:

EXHIBIT A
Map of Streets

EXHIBIT B
Map of Parks and Open Space

EXHIBIT C

INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section E of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of District involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:

- premises operations;
- personal injury liability without employment exclusion;
- limited contractual;
- broad form property damages, including completed operations;
- medical payments;
- products and completed operations;
- independent consultants coverage;
- coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**

EXHIBIT C-1
Insurance Certificate(s)

RESOLUTION NO. 2022R_____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT
LUPTON, COLORADO APPROVING THE SERVICE PLAN FOR THE
COTTONWOOD CONNER METROPOLITAN DISTRICT AND
APPROVING THE INTERGOVERNMENTAL AGREEMENT**

WHEREAS, pursuant to §32-1-204.5, C.R.S., as amended, a Service Plan (the “**Service Plan**”) for the Cottonwood Conner Metropolitan District (the “**District**”) has been submitted to the City Council (the “**Council**”) of the City of Fort Lupton, Colorado (the “**City**”); and

WHEREAS, §32-1-204.5, C.R.S., as amended, provides that no special district shall be organized within the boundaries of the City except upon adoption of a resolution of the Council approving the Service Plan of the District; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, the Council held a public hearing on the Service Plan for the District on August 2, 2022; and

WHEREAS, notice of the hearing before the Council was duly published in the *Fort Lupton Press*, a newspaper of general circulation within the City, on July 7, 2022, as required by law, and forwarded to the petitioners, others entitled to postcard or letter notice, the Division of Local Government, and the governing body of each municipality and Title 32 district that has levied an *ad valorem* tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the Council has considered the Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the Council finds that the Service Plan should be approved unconditionally, as permitted by §§32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended; and

WHEREAS, the Council further finds that it is in the best interests of the citizens of the City to enter into an Intergovernmental Agreement (the “**IGA**”) with the District for the purpose of assigning the relative rights and responsibilities between the City and the District with respect to certain functions, operations, and obligations of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF FORT LUPTON, COLORADO:**

- I. The City Council has jurisdiction to hear this matter.
- II. The Council hereby determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, related to the filing of the Service Plan for the District have been fulfilled and that notice of the hearing was given in the time and manner required by law.
- III. The Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and

that evidence satisfactory to the Council of each of the following was presented with respect to the District:

A. There is sufficient existing and projected need for organized service in the area to be serviced by the proposed District.

B. The existing service in the area to be served by the proposed District is inadequate for present and projected needs.

C. The proposed District is capable of providing economical and sufficient service to the areas within its proposed boundaries.

D. The area to be included in the proposed District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

E. Adequate service is not, or will not be, available to the area through the City or other existing quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.

F. The facility and service standards of the proposed District are compatible with the facility and service standards of the City and each municipality which is an interested party under §32-1-204, C.R.S.

G. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.

H. The proposal is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area;

I. The creation of the proposed District will be in the best interests of the area proposed to be served; and

J. The Service Plan, based upon the statements set forth in the Service Plan and upon all evidence presented at the Public Hearing on the Service Plan, meets all conditions and requirements of §§32-1-201, *et seq.*, C.R.S.

IV. The Council hereby approves the Service Plan for the District as submitted. Nothing herein limits the City's powers with respect to the District, the property within the District, or the improvements to be constructed by the District. The City's findings are based solely upon the evidence in the Service Plan and such other evidence presented at the public hearing, and the City has not conducted any independent investigation of the evidence. The City makes no guarantee as to the financial viability of the District or the achievability of the results.

V. The Council hereby approves the IGA. The Mayor and the City Clerk are hereby authorized to execute, on behalf of the City, the IGA in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

VI. This Resolution shall be filed in the records of the City and a copy thereof submitted to the District.

VII. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

INTRODUCED, READ AND PASSED this 2nd day of August 2022.

CITY OF FORT LUPTON,

By: _____
Zo Stieber, Mayor

ATTEST:

By: _____
Mari Peña, City Clerk

APPROVED AS TO FORM:

J. Andrew Ausmus, City Attorney

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE CITY OF FORT LUPTON, COLORADO
AND
COTTONWOOD CONNER METROPOLITAN DISTRICT**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into as of this ____ day of _____ 2022 (this “**Agreement**”) by and between the CITY OF FORT LUPTON, a municipal corporation of the State of Colorado (“**City**”), and COTTONWOOD CONNER METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”). The City and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Service Plan approved by the City on _____, 2022 (the “**Service Plan**”); and

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

WHEREAS, any capitalized term used, but not defined, in this Agreement shall have the meaning ascribed to such term in the Service Plan; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers and property owners to enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

A. Operations and Maintenance. The District shall be authorized to operate and maintain Public Improvements not conveyed to the City or other governmental entity having proper jurisdiction. In addition, the District may perform homeowners’ association functions for the property within its boundaries including, but not limited to, ownership, operation and maintenance of parks, trails, open space and common areas, Covenant Enforcement and Design Review Services, and social functions through designation of the District as the enforcement entity in the Covenants recorded against the Project.

B. Maintenance of City-owned Streets, Parks, and Open Space. The District shall provide snow-removal services within the District Boundaries on City-owned streets that are not arterial or collector roads, as more particularly set forth in the Maintenance IGA defined by and required by the Service Plan. In addition, the District shall operate and maintain City-owned parks

and open spaces within the District Boundaries, including, but not limited to, irrigation services, turf, tree, and shrub care and, as necessary, replacement, lawn mowing and maintenance, and removal of litter, as more particularly set forth in the Maintenance IGA. The District shall approve and execute the Maintenance IGA immediately after completion of the construction of the street and/or parks and open space improvements and prior to performing the required maintenance. Failure to timely approve and execute the Maintenance IGA shall constitute a material modification of the Service Plan.

C. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the applicable standards and specifications of the City, including without limitation any Subdivision Improvement Agreement(s) with the City applicable to such Public Improvements, and of other governmental entities having proper jurisdiction. All facilities conveyed or otherwise dedicated to the City or other entity designated by the City shall be free and clear of any lien, claim, encumbrance or demand and shall be subject to the City's normal warranty procedures.

D. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

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

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

E. Inclusion Limitation. The District shall not include within its boundaries any property outside the Inclusion Area Boundaries without the prior written consent of the City.

F. Overlap Limitation. The District shall not consent to the organization of another district under the Special District Act which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed district, combined with the mill levy for payment of Debt by the District, will not at any time exceed the Maximum Debt Mill Levy of the District.

G. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

H. Total Debt Issuance Limitation. The District shall not issue Debt in excess of the Total Debt Issuance Limit.

I. Monies from Other Governmental Sources. The District shall not apply for or accept Colorado Trust Funds, Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and be a revenue source for the District without any limitation.

J. Eminent Domain Limitation. The District shall not exercise the power of eminent domain to obtain any real property owned by the City without the prior written approval of the City Council, as evidenced by resolution after a public hearing thereon.

K. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City.

L. Bankruptcy Limitation. All of the limitations contained in the Service Plan have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

1. Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

2. Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

M. Maximum Debt Mill Levy.

1. The “Maximum Debt Mill Levy” of the District, which shall be subject to the Mill Levy Adjustment, shall be the maximum mill levy the District is permitted to impose upon the Taxable Property within the District for payment of Debt and shall be 55.277 mills for so long as the total amount of aggregate Debt of the District exceeds fifty percent (50%) of the District’s assessed valuation. At such time as the total amount of aggregate Debt of the District is equal to or less than fifty percent (50%) of the District’s assessed valuation, either on the date of issuance of any Debt or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy if End Users cast the majority of affirmative votes taken by the District’s Board at the meeting authorizing such action, and, as a result, the mill levy may be such amount as is necessary to pay the debt service on such Debt, and the Board may further provide that such Debt shall remain secured by such increased mill levy, notwithstanding any subsequent change in the District’s Debt to assessed value ratio.

2. The “Maximum Operation and Maintenance Mill Levy” of the District, which shall be subject to a Mill Levy Adjustment, shall be the maximum mill levy the District is permitted to impose upon the Taxable Property within the District for payment of administrative, operation and maintenance costs, and shall be 55.277 mills until such time that the District issues Debt. After the District issues Debt, the Maximum Operation and Maintenance Mill Levy, when combined with the Debt service mill levy imposed for Debt, shall not exceed 70.000 mills, which combined mill levy limit shall be subject to a Mill Levy Adjustment. The Maximum Operation and Maintenance Mill Levy shall apply to the District’s ability to increase its mill levy as necessary for provision of administrative, operation and maintenance services to its taxpayers and service users until such time as End Users cast the majority of affirmative votes taken by the District’s Board at a meeting authorizing the elimination of such Maximum Operation and Maintenance Mill Levy, at which time the mill levy may be such amount as is necessary to pay the administrative, operation and maintenance costs.

3. For purposes of the foregoing, once Debt has been determined to be within VI.C.1, above, so that the District is entitled to pledge to its payment an unlimited *ad valorem* mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District’s Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S., and all other requirements of State law.

All issuances of general obligation Bonds shall be deemed to be in compliance with the Financial Plan so long as the Minimum Criteria, as hereinafter defined, have been met. “Minimum Criteria” shall mean that the general obligation Bonds are: (1) subject to the Maximum Debt Mill Levy; (2) together with other outstanding general obligation Bonds of the District, not in excess of the Total Debt Issuance Limit; (3) together with other outstanding general obligation Bonds of the District, not in excess of the general obligation debt authority provided by the District’s electorate; (4) do not allow for the acceleration of Debt as a remedy against the District; and (5) issued in compliance with the applicable requirements of Section 321-1101(6), C.R.S. Any issuance of general obligation Bonds that does not satisfy the Minimum Criteria shall constitute a material modification of this Service Plan and a default under this Agreement.

The costs of constructing the Public Improvements may be paid from available District mill levy revenues, Debt and/or advances from the Developer. The District shall be authorized to reimburse Developer advances, if any, with interest at a market reasonable rate from District mill levy revenues and/or proceeds from Debt privately placed with the Developer, and other legally available revenues of the District. Any such privately placed Debt shall be subject to the Privately Placed Debt Limitation set forth in Section V.A.4 and the Minimum Criteria. Any Developer advances shall either be paid when bonds are issued by the District or shall be subordinate to any District debt, and only the Developer will hold the instruments evidencing such advances or financing.

In the event that the District determines that it is in the best interests of the District and its taxpayers to issue general obligation Bonds to parties other than the Developer to: (i) reimburse the Developer for Developer advances; (ii) refund or restructure Debt previously placed with the Developer; or (iii) finance Public Improvements, the District shall prepare a plan of finance for the purpose of determining whether the proposed issuance satisfies the Minimum Criteria. The plan of finance will include the amount of Bonds to be issued, uses of proceeds therefrom (including, if any, capitalized interest and costs of

issuance), sources of revenues securing repayment of the Bonds and the repayment schedule for the Bonds, all as required by Section 19-5(c)(1)c.1-4 of the Municipal Code. Debt Repayment Sources.

The District may impose mill levies as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the Board's discretion, these may include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time. In no event shall the debt service mill levy certified by the District exceed the Maximum Debt Mill Levy.

N. Dissolution. The District shall take all action necessary to dissolve, pursuant to Sections 32-1-701, *et seq.*, C.R.S., if the City files an application with the District no sooner than ten (10) years after the date of organization of the District for dissolution pursuant to Section 32-1-701 (3), C.R.S., provided that the District has no outstanding debt or outstanding operation and maintenance responsibilities at the time of the request.

O. Meeting Notices/Annual Report. The District shall deliver written notice of every regular or special meeting to the office of the City Clerk, by email, mail or by hand, at least 72 hours prior to such meeting; however, in the event Section 19-5(c)(1)k of the Municipal Code is amended to change the timeframe for this advanced notice requirement, this Agreement and the Service Plan shall be automatically updated to a corresponding timeframe without further action of the City Council. The District shall be responsible for submitting an annual report to the City no later than July 1st of each year following the year in which the Order and Decree creating the District has been recorded.

P. Material Modification. Actions of the District which violate the limitations set forth in Sections A-L above or Chapter 19 of the Municipal Code shall be deemed to be material modifications to the Service Plan requiring amendment of the Service Plan in accordance with the procedural requirements of Chapter 19 of the Municipal Code, and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District. The remedies herein shall be in addition to any remedies the City may have or actions the City may bring under Section 32-1-207, C.R.S., or any other applicable statute. The District shall have thirty (30) days to cure such material modification. If the material modification is of a type that is not capable of being cured within the 30-day period and the District shall give written notice to the City within the 30-day period that it is actively and diligently pursuing the cure, the District will have a reasonable period of time given the nature of the material modification following the end of the 30-day period, but not to exceed sixty (60) days, to cure the material modification, provided that the District is at all times actively and diligently pursuing the cure, failing which, the District will be in default under this Agreement. In the event the District fails to complete the cure or take any action to cure the material modification, the City may impose any sanctions allowed by the Municipal Code or statute. Nothing herein is intended to modify or prevent the use of the provisions of Section 32-1-207(3)(b), C.R.S.

Q. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:

Cottonwood Conner Metropolitan District
c/o Law Office of Michael E. Davis, LLC
1151 Eagle Drive, Suite 366
Loveland, CO 80537
Attn: Michael E. Davis, *Esq.*
Phone: (720) 324-3130
Email: Michael@mdavislawoffice.com

To the City:

City of Fort Lupton
130 South McKinley
Fort Lupton, CO 80621
Attn: Chris Cross
Phone: (720) 466-6103
Fax: (303) 857-0351
Email: CCross@Fortluptonco.gov

With a Copy to:

White Bear Ankele Tanaka & Waldron, P.C.
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122
Attention: Jennifer Gruber Tanaka, *Esq.*
Phone: (303) 858-1800
Fax: (303) 858-1801
Email: jtanaka@wbapc.com

All notices, demands, requests or other communications shall be effective upon such personal delivery, one (1) business day after being deposited with a nationally recognized overnight air courier service, or three (3) business days after deposit in the United States First Class Mail. Each Party may change its address by giving notice to the other party in accordance with the provisions hereof.

R. Amendment. This Agreement may be amended or terminated in whole or in part by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

S. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void.

T. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

U. Governing Law and Venue. This Agreement shall be governed and construed under the laws of Weld County and the State of Colorado.

V. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

W. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

X. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

Y. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

Z. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this agreement effective as of the date set forth above.

COTTONWOOD CONNER METROPOLITAN
DISTRICT

By: _____
President

Attest:

Secretary

CITY OF FORT LUPTON, COLORADO

By: _____
Mayor

Attest:

By: _____
Its: _____

APPROVED AS TO FORM:

Colorado Community Media
750 W. Hampden Ave. Suite 225
Englewood, CO 80110

Cottonwood Conner MD (Davis) **
c/o Law Office of Michael E. Davis, LLC
5910 S. University Blvd, C-18, #203
Greenwood Village CO 80121

AFFIDAVIT OF PUBLICATION

State of Colorado }
County of Weld } ss

This Affidavit of Publication for the Fort Lupton Press, a weekly newspaper, printed and published for the County of Weld, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made 7/7/2022, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.

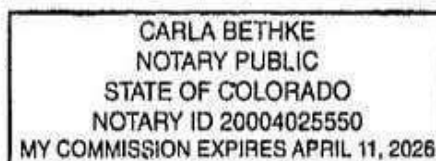


For the Fort Lupton Press

State of Colorado }
County of Arapahoe } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Linda Shapley, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 7/7/2022. Linda Shapley has verified to me that she has adopted an electronic signature to function as her signature on this document.

20004025550-630763
Carla Bethke
Notary Public
My commission ends April 11, 2026



Public Notice

NOTICE OF PUBLIC HEARING REGARDING THE ORGANIZATION OF SPECIAL DISTRICT

IN RE THE PROPOSED COTTONWOOD
CONNER METROPOLITAN DISTRICT, CITY
OF FORT LUPTON, COUNTY OF WELD,
STATE OF COLORADO

PUBLIC NOTICE IS HEREBY GIVEN that, pursuant to § 32-1-204(1), C.R.S., a service plan (the "Service Plan") for the proposed Cottonwood Conner Metropolitan District (the "District") has been filed with the City of Fort Lupton, Colorado (the "City"). The Service Plan is available for public inspection in the office of the City Clerk.

NOTICE IS HEREBY FURTHER GIVEN that the Fort Lupton City Council (the "City Council") will hold a public hearing at **6:00 p.m. or soon thereafter, on Tuesday, August 2, 2022**, at the City Hall located at 130 South McKinley Avenue to review the proposed Service Plan, and to form a basis for a resolution approving, disapproving or conditionally approving such Service Plan. This meeting will be conducted both remotely and in-person. Members of the public are invited to attend and may join in person or remotely by registering at:

<https://global.gotomeeting.com/join/851983253>.
The City Council may, in its own discretion, continue the hearing to a subsequent meeting.

The District is located entirely within the City limits of Fort Lupton, and includes property generally described as a parcel containing approximately 35.3 acres located at the northwest corner of Weld County Road 31 and 9th Street.

The District is proposed to be organized as a metropolitan district to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, and limited operations and maintenance of the public improvements needed for the Cottonwood Conner development and will have the authority to impose mill levies for repayment of debt and for limited administrative, operation and maintenance purposes. For debt service, the maximum mill levy that may be imposed by the District upon taxable property within the District's boundaries shall not exceed 55.277 mills; however, this maximum shall not apply when the total amount of debt is equal to or less than fifty percent (50%) of a District's assessed valuation if end users (as defined in the Service Plan) cast the majority of votes taken by the Board of Directors to impose a higher mill levy for the payment of debt. The maximum operation and maintenance mill levy that may be imposed by the District upon taxable property within the District's boundaries shall not exceed 55.277 mills provided, however, that the combined mill levy for both debt service and operations and maintenance shall not exceed 70.000 mills. If the method of calculating assessed valuation is changed by law, the maximum mill levies may be increased or decreased to reflect such changes.

NOTICE IS HEREBY FURTHER GIVEN that any protests or objections to the proposed Service Plan must be submitted in writing to the City Council at or prior to the hearing, or any continuance or postponement thereof, in order to be considered. All protests and objections to the Service Plan shall be deemed waived unless presented in writing at the time and manner specified above. Any person owning property in the proposed District may request that such property be excluded from the District prior to approval of the Service Plan and shall submit such request, in writing, to the City Manager no later than ten days prior to the public hearing.

BY ORDER OF THE CITY COUNCIL OF THE
CITY OF FORT LUPTON.

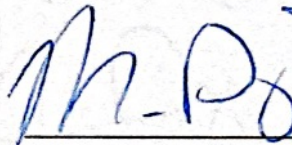
Legal Notice No. FLP652
First Publication: Thursday, July 7, 2022
Last Publication: Thursday, July 7, 2022
Publish in: Fort Lupton Press

CERTIFICATE OF MAILING

I hereby certify that a true and correct copy of the following NOTICE OF PUBLIC HEARING for the Cottonwood Conner Metropolitan District was mailed on Tuesday, July 05, 2022, by placing same in envelopes with U.S. Mail, first-class postage prepaid and addressed as set forth below:

SEE EXHIBIT A

Dated July 5, 2022.



By: Marisa Davis

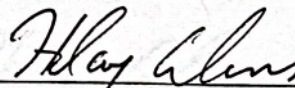
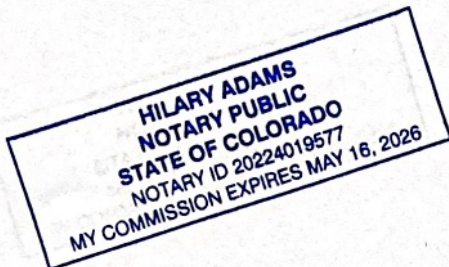
STATE OF COLORADO)
COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me this 5th day of July, 2022, by Marisa Davis as an individual.

WITNESS my hand and official seal.

My commission expires: May 16, 2026

(SEAL)


Notary Public

**NOTICE OF PUBLIC HEARING REGARDING THE
ORGANIZATION OF SPECIAL DISTRICT**

IN RE THE PROPOSED COTTONWOOD CONNER METROPOLITAN DISTRICT,
CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO

PUBLIC NOTICE IS HEREBY GIVEN that, pursuant to § 32-1-204(1), C.R.S., a service plan (the “**Service Plan**”) for the proposed Cottonwood Conner Metropolitan District (the “**District**”) has been filed with the City of Fort Lupton, Colorado (the “**City**”). The Service Plan is available for public inspection in the office of the City Clerk.

NOTICE IS HEREBY FURTHER GIVEN that the Fort Lupton City Council (the “**City Council**”) will hold a public hearing at 6:00 p.m. or soon thereafter, on Tuesday, August 2, 2022, at the City Hall located at 130 South McKinley Avenue to review the proposed Service Plan, and to form a basis for a resolution approving, disapproving or conditionally approving such Service Plan. This meeting will be conducted both remotely and in-person. Members of the public are invited to attend and may join in person or remotely by registering at:

<https://global.gotomeeting.com/join/851983253>. The City Council may, in its own discretion, continue the hearing to a subsequent meeting.

The District is located entirely within the City limits of Fort Lupton, and includes property generally described as a parcel containing approximately 35.3 acres located at the northwest corner of Weld County Road 31 and 9th Street.

The District is proposed to be organized as a metropolitan district to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, and limited operations and maintenance of the public improvements needed for the Cottonwood Conner development and will have the authority to impose mill levies for repayment of debt and for limited administrative, operation and maintenance purposes. For debt service, the maximum mill levy that may be imposed by the District upon taxable property within the District’s boundaries shall not exceed 55.277 mills; however, this maximum shall not apply when the total amount of debt is equal to or less than fifty percent (50%) of a District’s assessed valuation if end users (as defined in the Service Plan) cast the majority of votes taken by the Board of Directors to impose a higher mill levy for the payment of debt. The maximum operation and maintenance mill levy that may be imposed by the District upon taxable property within the District’s boundaries shall not exceed 55.277 mills provided, however, that the combined mill levy for both debt service and operations and maintenance shall not exceed 70.000 mills. If the method of calculating

assessed valuation is changed by law, the maximum mill levies may be increased or decreased to reflect such changes.

NOTICE IS HEREBY FURTHER GIVEN that any protests or objections to the proposed Service Plan must be submitted in writing to the City Council at or prior to the hearing, or any continuance or postponement thereof, in order to be considered. All protests and objections to the Service Plan shall be deemed waived unless presented in writing at the time and manner specified above. Any person owning property in the proposed District may request that such property be excluded from the District prior to approval of the Service Plan and shall submit such request, in writing, to the City Manager no later than ten days prior to the public hearing.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON.

COTTONWOOD CONNER LLC
4040 MACARTHUR BLVD STE 250
NEWPORT BEACH, CA 92660-2509

Central Colorado Water
3209 West 28th Street
Greeley, CO 80634

Central Weld County Water District
2235 Second Avenue
Greeley, CO 80631

Cottonwood Greens
Metropolitan District No. 1
390 Union Boulevard, Suite 400
Denver, CO 80228

Cottonwood Greens
Metropolitan District No. 2
c/o Law Office of Michael E. Davis, LLC
5910 S. University Blvd., Ste. C-18, #203
Greenwood Village, CO 80121

Cottonwood Greens
Metropolitan District No. 5
c/o Law Office of Michael E. Davis, LLC
5910 S. University Blvd., Ste. C-18, #203
Greenwood Village, CO 80121

City of Fort Lupton
130 South McKinley Avenue
Fort Lupton, CO 80621

Fort Lupton Fire Protection District
1121 Denver Avenue
Fort Lupton, CO 80621

Hudson Fire Protection District
PO Box 7
Hudson, CO 80642

Lupton Village Commercial
Metropolitan District
c/o Law Office of Michael E. Davis, LLC
5910 S. University Blvd., Ste. C-18, #203
Greenwood Village, CO 80121

Lupton Village Residential
Metropolitan District
c/o Law Office of Michael E. Davis, LLC
5910 S. University Blvd., Ste. C-18, #203
Greenwood Village, CO 80121

Mountain Sky Metropolitan District
c/o Norton & Smith, P.C.
1331 17th Street, Suite 500
Denver, CO 80202-1555

Murata Farms Commercial Metropolitan
District
c/o Law Office of Michael E. Davis, LLC
5910 S. University Blvd., Ste. C-18, #203
Greenwood Village, CO 80121

Murata Farms Residential
Metropolitan District
c/o Law Office of Michael E. Davis, LLC
5910 S. University Blvd., Ste. C-18, #203
Greenwood Village, CO 80121

North Land Industrial
Metropolitan District Nos. 1-2
c/o White Bear Ankele
Tanaka & Waldron, P.C.
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122

Northern Colorado Water District
220 Water Avenue
Berthoud, CO 80513

Platte River Metropolitan District
c/o Law Office of Michael E. Davis, LLC
5910 S. University Blvd., Ste. C-18, #203
Greenwood Village, CO 80121

Real Weld Metropolitan District
c/o Law Office of Michael E. Davis, LLC
5910 S. University Blvd., Ste. C-18, #203
Greenwood Village, CO 80121

Vincent Village Metropolitan District
c/o Collins Cockrel & Cole, P.C.
390 Union Boulevard, Suite 400
Denver, CO 80228

Weld County
Board of County Commissioners
1150 O Street
Greeley, CO 80631

RESOLUTION NO. 2022R_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO APPROVING THE SERVICE PLAN FOR THE COTTONWOOD CONNER METROPOLITAN DISTRICT AND APPROVING THE INTERGOVERNMENTAL AGREEMENT

WHEREAS, pursuant to §32-1-204.5, C.R.S., as amended, a Service Plan (the “**Service Plan**”) for the Cottonwood Conner Metropolitan District (the “**District**”) has been submitted to the City Council (the “**Council**”) of the City of Fort Lupton, Colorado (the “**City**”); and

WHEREAS, §32-1-204.5, C.R.S., as amended, provides that no special district shall be organized within the boundaries of the City except upon adoption of a resolution of the Council approving the Service Plan of the District; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, the Council held a public hearing on the Service Plan for the District on August 2, 2022; and

WHEREAS, notice of the hearing before the Council was duly published in the *Fort Lupton Press*, a newspaper of general circulation within the City, on July 7, 2022, as required by law, and forwarded to the petitioners, others entitled to postcard or letter notice, the Division of Local Government, and the governing body of each municipality and Title 32 district that has levied an *ad valorem* tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the Council has considered the Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the Council finds that the Service Plan should be approved unconditionally, as permitted by §§32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended; and

WHEREAS, the Council further finds that it is in the best interests of the citizens of the City to enter into an Intergovernmental Agreement (the “**IGA**”) with the District for the purpose of assigning the relative rights and responsibilities between the City and the District with respect to certain functions, operations, and obligations of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO:

- I. The City Council has jurisdiction to hear this matter.
- II. The Council hereby determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, related to the filing of the Service Plan for the District have been fulfilled and that notice of the hearing was given in the time and manner required by law.
- III. The Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the

opportunity to be heard and that evidence satisfactory to the Council of each of the following was presented with respect to the District:

- A. There is sufficient existing and projected need for organized service in the area to be serviced by the proposed District.
 - B. The existing service in the area to be served by the proposed District is inadequate for present and projected needs.
 - C. The proposed District is capable of providing economical and sufficient service to the areas within its proposed boundaries.
 - D. The area to be included in the proposed District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.
 - E. Adequate service is not, or will not be, available to the area through the City or other existing quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.
 - F. The facility and service standards of the proposed District are compatible with the facility and service standards of the City and each municipality which is an interested party under §32-1-204, C.R.S.
 - G. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.
 - H. The proposal is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area;
 - I. The creation of the proposed District will be in the best interests of the area proposed to be served; and
 - J. The Service Plan, based upon the statements set forth in the Service Plan and upon all evidence presented at the Public Hearing on the Service Plan, meets all conditions and requirements of §§32-1-201, *et seq.*, C.R.S.
- IV. The Council hereby approves the Service Plan for the District as submitted. Nothing herein limits the City's powers with respect to the District, the property within the District, or the improvements to be constructed by the District. The City's findings are based solely upon the evidence in the Service Plan and such other evidence presented at the public hearing, and the City has not conducted any independent investigation of the evidence. The City makes no guarantee as to the financial viability of the District or the achievability of the results.
- V. The Council hereby approves the IGA. The Mayor and the City Clerk are hereby authorized to execute, on behalf of the City, the IGA in substantially the form presented at this

meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

- VI. This Resolution shall be filed in the records of the City and a copy thereof submitted to the District.
- VII. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO THIS 2ND DAY OF AUGUST 2022.

CITY OF FORT LUPTON, COLORADO

Zo Stieber-Hubbard, Mayor

ATTEST:

Maricela Peña, City Clerk

APPROVED AS TO FORM:

J. Andrew Ausmus, City Attorney



SUBJECT FOR DISCUSSION

Approve a Resolution Approving Service Plan for Cottonwood Thermo Metropolitan District and Approve Intergovernmental Agreement with District.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Cottonwood Development Partners, LLC, a Colorado limited liability company, the applicant for Cottonwood Thermo Metropolitan District (the "District"), has submitted a Service Plan (the "Service Plan") pursuant to the City's Special District Policy, contained in Chapter 19 of the Code. The Service Plan meets the criteria of and complies with the requirements set forth in the City's Special District Policy.

The purpose of approving the service plan is to authorize the District to provide for planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements required for development of the Cottonwood Thermo PUD. Please refer to the Service Plan Exhibit E for more details on the public improvements that may be funded by the District.

Future development will be required to complete additional filings, improvements agreements, and/or site plans prior to construction. Each phase of development will still require public hearings and final review and approval by City Council.

The City's Special District Policy and Title 32 require a public hearing before City Council and published and actual notice of the hearing. The District published notice of the hearing in the Fort Lupton News Press on July 7, 2022, and mailed notice as required by the City's Special District Policy and Title 32.

Legal counsel for the District will be present at the hearing to answer questions on the Service Plan and to request approval of the Service Plan and IGA.

FINANCIAL CONSIDERATIONS

None.

LEGAL/POLITICAL CONSIDERATIONS

The Service Plan and the Intergovernmental Agreement each comply with the City's Special District Policy set forth in Chapter 19. The City Council has the ability to approve, disapprove, or conditionally approve the request.

ALTERNATIVES/OPTIONS

- 1.) Adopt the Resolution.
- 2.) Do not adopt the Resolution.
- 3.) Adopt the Resolution with additional conditions.
- 4.) Continue the Resolution to the next Council meeting.

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

STAFF RECOMMENDATIONS

Staff recommends approval of the Service Plan and the Intergovernmental Agreement as presented through adoption of the proposed Resolution.

Attachments:

- a. Executive Summary of Proposed Service Plan
- b. Service Plan for Cottonwood Thermo Metropolitan District
- c. Intergovernmental Agreement with Cottonwood Thermo Metropolitan District
- d. Affidavit of Publication for Public Hearing and Certificate of Mailing of Notice of Public Hearing
- e. Resolution 2022Rxxx Approving Service Plan and Intergovernmental Agreement

**Executive Summary of Proposed Service Plan
for the
Cottonwood Thermo Metropolitan District**

Applicant:	Cottonwood Development Partners, LLC, a Colorado limited liability company
General Location:	2.33 acres north of 9 th Street and abutting Weld County Road 31 on the west
Type of Development:	Residential
Number of Districts:	Single
Total Acreage:	41.1 Acres
Submittal Date:	June 28, 2022
Hearing Date:	August 2, 2022
Publication of Hearing:	Fort Lupton Press, July 7, 2022
Mailing of Notices:	July 5, 2022

The following is an executive summary of the key terms of the proposed Service Plan and is not intended to be an all-inclusive analysis of City Code requirements or proposed terms.

CITY CODE REQUIREMENT	CODE CITATION	MODEL SERVICE PLAN PROVISION	PROPOSED SERVICE PLAN
REQUIRED INFORMATION			
A description of the facilities proposed to be provided by the district	Chapter 19-5(c)(1)b	Section V; Exhibit E (Capital Improvements Plan)	X
Financial Plan	Chapter 19-5(c)(1)c	Section VI; Exhibit G (Financial Plan)	X
Debt Limit: amount projected and authorized in the financing plan, plus 20%.	Chapter 19-5(c)(1)c.1	Total Debt Issuance Limit definition; Section V.A.8; Section VI; Exhibit G (Financial Plan)	\$5,892,000 (\$4,910,000 x 120%)
Mill Levy Limitations	Chapter 19-5(c)(1)c.4	Section VI.C & I	X
“Maximum Debt Mill Levy”: 55.277 mills, as adjusted for Gallagher.	Chapter 19-5(c)(1)c.4A	Section VI.C	55.277 mills, as adjusted for Gallagher
“Maximum Operation and Maintenance Mill Levy”: 55.277 mills until district issues Debt, then, when combined with the debt service mill levy, shall not exceed 70 mills.	Chapter 19-5(c)(1)c.4B	Section VI.I	55.277 mills until district issues Debt, then, when combined with the debt service mill levy, shall not exceed 70 mills
A map of the district’s boundaries and a map of any inclusion area boundaries	Chapter 19-5(c)(1)d	Section III; Exhibits A, A-2, B, B-2, and C; Section V.A.5	X
Capital Improvements Plan and Engineer Estimates	Chapter 19-5(c)(1)e	Section V.B; Exhibit E	\$5,578,953
Operation and Maintenance Responsibilities	Chapter 19-5(c)(1)b	Section V.A.2	X
Property Owner Consent	Chapter 19-5(c)(1)f	Exhibit D	X
Annual Report	Chapter 19-5(c)(1)l	Section VII.B.	X
Mill Levy Comparison Chart	Chapter 19-5(c)(1)o	Section VI.I; Exhibit F	X
Disclosure Notice to Property Owners	Chapter 19-5(c)(1)p	Section IX	X
IGA with City	Chapter 19-5(c)(1)r	Section X; Exhibit H	X

SERVICE PLAN
FOR
COTTONWOOD THERMO METROPOLITAN DISTRICT
CITY OF FORT LUPTON, COLORADO

Approved _____, 2022

Submitted by:
LAW OFFICE OF MICHAEL E. DAVIS, LLC
1151 Eagle Drive, Suite 366
Loveland, CO 80537
Attn: Michael Davis
Email: michael@mdavislawoffice.com

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LIST OF EXHIBITS

EXHIBIT A-1	Initial District Boundaries Legal Description
EXHIBIT A-2	Initial District Boundaries Map
EXHIBIT B-1	Inclusion Area Boundaries Legal Description
EXHIBIT B-2	Inclusion Area Boundaries Map
EXHIBIT C	Vicinity Map
EXHIBIT D	Property Owner's Consent
EXHIBIT E	Capital Improvements Plan
EXHIBIT F	Mill Levy Comparison Report
EXHIBIT G	Financial Plan
EXHIBIT H	Form - Intergovernmental Agreement
EXHIBIT I	City Council Resolution of Approval of Service Plan
EXHIBIT J	Form – Maintenance Intergovernmental Agreement

I. INTRODUCTION

A. Purpose and Intent.

The District is an independent unit of local government, separate and distinct from the City of Fort Lupton, Colorado (the “City”), and, except as may otherwise be provided for by State or local law or this Service Plan, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of this Service Plan. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction and installation of these Public Improvements and provide ongoing operation and maintenance services as more specifically set forth in this Service Plan.

Upon approval of this Service Plan and formation of the District, the District will conduct its operations and undertake all activities and actions in accordance with the terms and limitations set forth herein. The approval of this Service Plan does not obligate the City to approve any zoning, subdivision, planning, building permit, or other land use matter for the owners of any real property located within the District which may be served by the Public Improvements. The District is not being created to provide ongoing operations and maintenance services other than as specifically set forth herein.

B. Need for the District.

It is intended that the District will provide the Public Improvements necessary to serve the Project. There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, and limited operations and maintenance of the Public Improvements needed for the Project. The District is intended to provide ongoing services which may include Covenant Enforcement and Design Review Services and ownership and maintenance of parks, open space, trails, structures and common areas. The District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the City Regarding District’s Service Plan.

The City’s objective in approving this Service Plan is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of the Public Improvements from the proceeds of Debt to be issued by the District and other legally available revenues of the District. All Debt is expected to be repaid by taxes imposed and collected at a mill levy no higher than the Maximum Debt Mill Levy and/or Fees. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax and Fee burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

Use of revenue derived from imposition of an operations mill levy will allow the District to provide ongoing services to the Project and fund District administrative and management costs in an efficient manner while possibly eliminating the need to form an owners’ association and impose dues and incur collection expenses. The District may impose Fees for Covenant

Enforcement and Design Review services. Beginning in 2023 the District may assess an annual fee of up to \$1200 against each platted lot, residential dwelling unit and/or non-residential lot within its boundaries to pay for the costs associated with the operation and maintenance of public facilities to be built within the boundaries of the District and which are owned and/or operated and maintained by the District (the “Operations Fee.”) The Operations Fee shall be reasonably and rationally related to the costs associated with maintaining the amenities and public improvements that are owned and/or operated and maintained by the District, at the discretion of the Board. The Operations Fee may be adjusted by the Board in an amount not to exceed the rate of inflation as listed in the Denver-Boulder-Greeley Consumer Price Index (or its successor) for the preceding calendar year.

This Service Plan is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and, if applicable, regional needs. Operational activities are allowed as more specifically set forth in this Service Plan.

If the District does not retain obligations for ownership, operation, maintenance, repair and/or replacement of certain Public Improvements, the District’s Board shall take steps to dissolve the District upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from tax revenues, which shall not exceed the Maximum Debt Mill Levy, and from other legally available revenues of the District. It is the intent of this Service Plan to assure, to the extent possible, that no property should bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy, even under bankruptcy or other unusual situations. Generally, the costs of Public Improvements that cannot be funded within these parameters are not obligations or costs to be paid by the District.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means the process established by the City for identifying, among other things, Public Improvements necessary for facilitating development of property within the Project, as determined at final platting and approved by the City through the appropriate PUD and/or site review process.

Board: means the board of directors of the District.

Capital Improvements Plan: means the illustrative list of Public Improvements and estimated capital costs of such Public Improvements attached hereto as **Exhibit E**.

City: means the City of Fort Lupton, Colorado.

City Council: means the City Council of the City.

City Council Resolution of Approval: means the resolution approving this Service Plan, a certified copy of which shall be attached hereto as **Exhibit I**.

Covenant Enforcement and Design Review Services: means those services authorized under Section 32-1-1004(8), C.R.S.

Debt or Bonds: means bonds, notes, debentures, certificates, contracts, capital leases or other multiple-fiscal year obligations for the payment of which the District has promised to impose an *ad valorem* mill levy, collect Fee revenue, and/or levy special assessments.

Developer: means Cottonwood Development Partners, LLC, a Colorado limited liability company, and any successors or assigns acting on behalf of the then-current property owner(s).

District: means the Cottonwood Thermo Metropolitan District.

District Boundaries: means the boundaries of the area legally described in **Exhibits A-1 and A-2** and **Exhibits B-1 and B-2**, collectively

End User: means any owner, or tenant of any owner, of any taxable improvement within a district who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. A person or entity that constructs homes or commercial structures with the intention of selling to others is not an End User.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance with respect to such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; (iii) is not an officer or employee of the District; and (iv) has not been otherwise engaged to provide services to the District in connection with the transaction related to the applicable Debt.

Fees: means any fee, rate, toll, penalty or charge imposed and/or received by the District for services, programs or facilities provided by the District, including privately imposed public improvement fees.

Financial Plan: means the Financial Plan described in Section VI, and attached hereto as **Exhibit G**, which describes generally for illustrative purposes only (i) how the Public Improvements are expected to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year. The Financial Plan is based upon current estimates and will change based on actual development of the Project.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundaries legal description attached hereto as **Exhibit A-1**, and as depicted on the Initial District Boundaries map attached hereto as **Exhibit A-2**.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundaries legal description attached hereto as **Exhibit B-1**, and as depicted on Inclusion Area Boundaries map attached hereto as **Exhibit B-2**.

Maintenance IGA: means the intergovernmental agreement outlining the District's responsibilities for snow removal on City-owned streets and operations and maintenance of City-owned parks and open spaces, to be entered into between the District and the City, substantially in the form attached hereto as **Exhibit J**.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as defined in Section VI, below.

Maximum Operations and Maintenance Mill Levy: means the maximum mill levy the District is permitted to impose for payment of administrative, operations and maintenance purposes as defined in Section VI.C.2, below.

Mill Levy Adjustment: means, if, on or after January 1, 2019, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, the Maximum Debt Mill Levy and the Maximum Operation and Maintenance Mill Levy may be increased or decreased to reflect such changes, such increases and decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the applicable mill levy, as adjusted for changes occurring after the applicable date, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

Municipal Code: means the Fort Lupton Municipal Code, 1993, as the same has been and may be modified, supplemented or amended from time to time.

Project: means the residential development or property commonly referred to as Cottonwood Thermo development.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V, below, to serve the future taxpayers and inhabitants of the District as determined by the Board.

Service Plan: means this Service Plan for the District, as approved by the City Council.

Service Plan Amendment: means an amendment to this Service Plan approved by the City Council in accordance with applicable law.

Service Plan IGA: means the Intergovernmental Agreement to be entered into between the District, upon formation, and the City substantially in the form attached hereto as **Exhibit H**.

Special District Act: means Title 32, Article 1, C.R.S., as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property subject to *ad valorem* taxes imposed by the District.

Total Debt Issuance Limit: means the maximum amount of general obligation Debt the District may issue, which amount shall be \$5,892,000.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately 2.33 acres, and the total area proposed to be included in the Inclusion Area Boundaries is approximately 41.1 acres. A legal description and map of the Initial District Boundaries is attached hereto as **Exhibits A-1 and A-2**, respectively. A legal description of the Inclusion Area Boundaries is attached hereto as **Exhibit B-1**, and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit B-2**. A vicinity map for the District is attached hereto as **Exhibit C**. Consents of the owners for the inclusion of all properties within the Initial District Boundaries and the Inclusion Area Boundaries are attached hereto as **Exhibit D**. It is anticipated that the District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Sections 32-1-401, *et seq.*, C.R.S., and Sections 32-1- 501, *et seq.*, C.R.S., subject to the limitations set forth in Section V.A.5, below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The current assessed valuation of the District is assumed to be \$0.00 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the District at build-out is anticipated to be approximately 285 persons.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the commercial development identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan. Nothing herein shall be interpreted or construed as exempting the District or any owner of property within the District from the otherwise applicable provisions of the City's zoning, subdivision, building code and other land use requirements or the obligations of a developer or subdivider under the Municipal Code related to completion of subdivision improvements, except to the extent that the District has assumed the obligation to provide for the completion of Public Improvements as authorized herein under an Approved Development Plan entered into by the District.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide for the acquisition, design, finance, construction, installation, repair and replacement of Public Improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Special District Act, and other applicable statutes, common law and the State Constitution, subject to the limitations set forth herein. The Capital

Improvements Plan attached as **Exhibit E** is a list of the types of Public Improvements the District may provide with estimated costs in current dollars for illustration purposes only. The exact design, phasing of construction and location of the Public Improvements will be determined at the time of and pursuant to City approval of Approved Development Plans and such decisions shall not be considered material modifications of this Service Plan. The District shall be authorized to finance and construct such Public Improvements without the necessity to seek an amendment of this Service Plan.

1. General Powers.

a. Streets. Streets, curbs, gutters, culverts, other drainage facilities, sidewalks, bridges, parking facilities, paving, lighting, grading, utility relocation necessitated by public rights-of-way, monumentation, signage, snow removal, streetscapes and related landscaping and irrigation improvements, together with all necessary, incidental and appurtenant facilities, equipment, land and easements and extensions of and improvements to such facilities.

b. Traffic and Safety Controls. Traffic and safety protection facilities and services provided through traffic and safety controls and devices on streets, highways and at railroad crossings, including traffic signals and signage, striping, area identification signs, directional assistance, driver information signs, lighting, and related landscaping and irrigation improvements, together with all necessary, incidental and appurtenant facilities, equipment, land and easements, and extensions of and improvements to such facilities.

c. Water. Water supply system improvements, including water rights, storage facilities, transmission and distribution lines for domestic use, fire hydrants, meters, facilities, equipment, and related landscaping and irrigation improvements, together with all necessary, incidental and appurtenant facilities, equipment, land and easements, and extensions of and improvements to such facilities. Notwithstanding the foregoing, the District shall not acquire, own, manage, adjudicate or otherwise develop water rights, except as necessary to transfer said water rights to the City, unless otherwise approved by the City.

d. Storm and Sanitary Sewer. Storm and sanitary sewer collection and transmission improvements, including storage facilities, collection mains and laterals, transmission lines, storm sewer, flood and surface drainage facilities and systems, and related landscaping and irrigation improvements, together with all necessary, incidental and appurtenant facilities, equipment, land and easements and extensions of and improvements to such facilities.

e. Parks and Recreation. Public park, open space, and recreation facilities or services, including parks, bike paths, pedestrian ways, signage, monumentation, playground areas, public area landscaping and weed control, streetscaping, perimeter fencing, outdoor lighting of all types, and related landscaping and irrigation improvements, together with all necessary, incidental and appurtenant facilities, equipment, land and easements, and extensions of and improvements to such facilities.

2. Operations and Maintenance. The District shall be authorized to operate and maintain Public Improvements not conveyed to the City or other governmental entity having proper jurisdiction. In addition, the District may perform owners' association functions for the

property within its boundaries including, but not limited to, ownership, operation and maintenance of parks, trails, structures, open space and common areas, Covenant Enforcement and Design Review Services, and social functions through designation of the District as the enforcement entity in the Covenants recorded against the Project.

3. Construction Standards Limitation. The District will ensure that the Public Improvements it finances, designs, installs and constructs are in accordance with the applicable standards and specifications of the City, including without limitation any Subdivision Improvement Agreement(s) with the City applicable to such Public Improvements, and of other governmental entities having proper jurisdiction. All facilities conveyed or otherwise dedicated to the City or other entity designated by the City shall be free and clear of any lien, claim, encumbrance or demand and shall be subject to the City's normal warranty procedures.

4. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan. We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

5. Inclusion Limitation. The District shall not include within its boundaries any property outside the District Boundaries without the prior written consent of the City.

6. Overlap Limitation. The District shall not consent to the organization of another district under the Special District Act which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed district, combined with the mill levy for payment of Debt by the District, will not at any time exceed the Maximum Debt Mill Levy of the District.

7. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the debt service fund; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

8. Total Debt Issuance Limitation. The District shall not issue Debt in excess of the Total Debt Issuance Limit.

9. Monies from Other Governmental Sources. The District shall not apply for or accept Colorado Trust Funds, Conservation Trust Funds, Great Outdoors Colorado Funds, or

other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and be a revenue source for the District without any limitation.

10. Eminent Domain Limitation. The District shall not exercise the power of eminent domain to obtain any real property owned by the City without the prior written approval of the City Council, as evidenced by resolution after a public hearing thereon.

11. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another district organized under the Special District Act without the prior written consent of the City.

12. Bankruptcy Limitation. All of the limitations contained in this Service Plan have been established under the authority of the City to approve a service plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

a. Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

b. Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (1 U.S.C.) Section 903, and are also included in “regulatory or electoral approval necessary under applicable non-bankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S., and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

13. Material Modification. This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth herein or in Chapter 19 of the Municipal Code shall be deemed to be material modifications to this Service Plan requiring amendment of this Service Plan in accordance with the procedural requirements of Chapter 19 of the Municipal Code, and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

14. Subdistrict Limitation. The District shall not be permitted to create a subdistrict pursuant to Section 32-1-1101(1)(f), C.R.S. or Section 32-1-1101(1.5), C.R.S., without the prior consent of the City. Notwithstanding the foregoing, to the extent that the District is composed of or subsequently organized into one or more subdistricts, the term “District” as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, and certain operation and maintenance of the Public Improvements within and without the boundaries of the District, to be more specifically defined in an Approved Development Plan. A preliminary estimate of costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained and/or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the District and is approximately \$5,578,953, as shown in **Exhibit E**. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

In the event, and to the extent, that any Public Improvements financed, constructed, acquired and/or installed by the District are oversized to serve or otherwise accommodate or benefit property outside the District's Boundaries, the District shall be entitled to receive reimbursement from the owners of property benefitted by such Public Improvements for their pro-rata share of Public Improvement costs. It is anticipated that any such reimbursement rights will be determined and set forth in Cost Recovery Agreements and/or Subdivision Improvement Agreements or other agreements between the City and the District upon initial acceptance of the Public Improvement and prior to final platting or site plan review of the benefitted property, as applicable.

VI. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the financing, planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District is reasonably expected to pay from revenues derived from a Debt mill levy up to the Maximum Debt Mill Levy, Fees, and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed the Total Debt Issuance Limit and shall be permitted to be issued on a schedule and in such year or years as the Board determines shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs; provided, however, that refundings shall not count against the Total Debt Issuance Limit. All Bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including without limitation *ad valorem* taxes to be imposed upon all Taxable Property of the District and Fees. The District will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time, and to receive revenue from privately imposed public improvement fees, if applicable. Any refunding Debt shall not extend the maturity of the Bonds being refunded or increase the total debt service thereon without the prior written approval of the City.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt shall not exceed 18%. The proposed maximum underwriting discount will be 5%. Debt, when issued, will comply with

all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

The “Maximum Debt Mill Levy” shall be the maximum mill levy the District is permitted to impose upon the Taxable Property within the District for payment of Debt and shall be 55.277 mills (subject to Mill Levy Adjustment) for so long as the total amount of aggregate Debt of the District exceeds 50% of the District’s assessed valuation. At such time as the total amount of aggregate Debt of the District is equal to or less than 50% of the District’s assessed valuation, either on the date of issuance of any Debt or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy if End Users cast the majority of affirmative votes taken by the Board at the meeting authorizing such action, and, as a result, the mill levy may be such amount as is necessary to pay the debt service on such Debt, and the Board may further provide that such Debt shall remain secured by such increased mill levy, notwithstanding any subsequent change in the District’s Debt to assessed value ratio.

All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S., and all other requirements of State law.

All issuances of general obligation Bonds shall be deemed to be in compliance with the Financial Plan so long as the Minimum Criteria, as hereinafter defined, have been met. “Minimum Criteria” shall mean that the general obligation Bonds are: (1) subject to the Maximum Debt Mill Levy; (2) together with other outstanding general obligation Bonds of the District, not in excess of the Total Debt Issuance Limit; (3) together with other outstanding general obligation Bonds of the District, not in excess of the general obligation debt authority provided by the District’s electorate; (4) not subject to acceleration of the Debt as a remedy against the District and (5) issued in compliance with the applicable requirements of Section 32-1-1101(6), C.R.S. Any issuance of general obligation Bonds that does not satisfy the Minimum Criteria shall constitute a material modification of this Service Plan and a default under the Service Plan IGA.

The costs of constructing the Public Improvements may be paid from available District mill levy revenues, Debt and/or advances from the Developer. The District shall be authorized to reimburse Developer advances, if any, with interest at a market reasonable rate from District mill levy revenues and/or proceeds from Debt privately placed with the Developer, and other legally available revenues of the District. Any such privately placed Debt shall be subject to the Privately Placed Debt Limitation set forth in Section V.A.4 and the Minimum Criteria. Any Developer advances shall either be paid when Bonds are issued by the District or shall be subordinate to any District Debt, and only the Developer will hold the instruments evidencing such advances or financing.

In the event that the District determines that it is in the best interests of the District and its taxpayers to issue general obligation Bonds to parties other than the Developer to: (i) reimburse the Developer for Developer advances; (ii) refund or restructure Debt previously placed with the Developer; or (iii) finance Public Improvements, the District shall prepare a plan of finance for the purpose of determining whether the proposed issuance satisfies the Minimum Criteria. The plan of finance will include the amount of Bonds to be issued, uses of proceeds therefrom (including,

if any, capitalized interest and costs of issuance), sources of revenues securing repayment of the Bonds and the repayment schedule for the Bonds, all as required by Section 19-5(c)(1)c.1-4 of the Municipal Code.

D. Debt Repayment Sources.

The District may impose mill levies as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the Board's discretion, these may include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time. In no event shall the debt service mill levy certified by the District exceed the Maximum Debt Mill Levy.

E. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations with respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District.

Similar language describing the limitations with respect to the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

F. Security for Debt.

The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in this Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

G. TABOR Compliance.

The District will comply with the provisions of TABOR. In the discretion of the Board, the District may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the District will remain under the control of the District's Board.

H. District's Operating Costs.

The estimated cost of planning, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be \$100,000, which may be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year's operating budget is estimated to be \$48,000, which is anticipated to be paid from property taxes and other District revenues.

I. Maximum Operation and Maintenance Mill Levy.

The "Maximum Operation and Maintenance Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the Taxable Property within the District for payment of administrative, operation and maintenance costs, and shall be 55.277 mills (subject to Mill Levy Adjustment) until such time that the District issues Debt. After the District issues Debt, the Maximum Operation and Maintenance Mill Levy, when combined with the debt service mill levy imposed for Debt, shall not exceed 70.000 mills (subject to Mill Levy Adjustment). The Maximum Operation and Maintenance Mill Levy shall apply to the District's ability to increase its mill levy as necessary for provision of administrative, operation and maintenance services to its taxpayers and service users until such time as End Users cast the majority of affirmative votes taken by the Board at a meeting authorizing the elimination of such Maximum Operation and Maintenance Mill Levy, at which time the mill levy may be such amount as is necessary to pay the administrative, operation and maintenance costs.

A comparison report showing the proposed maximum mill levies of the District and the mill levies of similar taxing entities in the City and within a three-mile (3) radius of the District, as well as the total overlapping mill levy for the District and the comparison special districts is shown in **Exhibit F**, attached hereto.

VII. REPORTING REQUIREMENTS

A. Meeting Notices.

The District shall deliver written notice of every regular or special meeting to the office of the City Clerk, by email, mail or by hand, at least 72 hours prior to such meeting.

B. Annual Report.

The District shall be responsible for submitting an annual report to the City no later than July 1st of each year following the year in which the Order and Decree creating the District has been recorded. The annual report shall comply with the requirements of § 32-1-207(3)(c), C.R.S.

VIII. DISSOLUTION

The District shall take all action necessary to dissolve, pursuant to Sections 32-1-701, *et seq.*, C.R.S., if the City files an application for dissolution with the District no sooner than 10 years after the date of organization of the District pursuant to Section 32-1-701 (3), C.R.S., provided that

the District has no outstanding Debt or outstanding operation and maintenance responsibilities at the time of the request.

IX. DISCLOSURE TO PURCHASERS

The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, Maximum Operations and Maintenance Mill Levy, as well as a general description of the District's authority to impose and collect Fees, rates, tolls and charges. Recordation of a disclosure notice on all property within the District's boundaries setting forth the information contained in this Article IX shall be deemed sufficient for purposes of meeting the notice requirements set forth herein.

X. INTERGOVERNMENTAL AGREEMENTS

The form of the Service Plan IGA relating to the limitations imposed on the District's activities is attached hereto as **Exhibit H**. The District shall approve the Service Plan IGA in the form attached hereto as **Exhibit H** at its first Board meeting after the approval of this Service Plan. Failure of the District to execute the Service Plan IGA as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the Service Plan IGA in the form attached hereto as **Exhibit H** at the public hearing approving the Service Plan.

The form of the Maintenance IGA relating to the District's obligation to provide snow removal services and parks and open space operation and maintenance services is attached hereto as **Exhibit J**. The District shall be obligated to provide snow removal services within the District Boundaries on City-owned streets that are not arterial or collector roads, as more particularly set forth in the Maintenance IGA. In addition, the District shall operate and maintain City-owned parks and open spaces within the District Boundaries, including, but not limited to, irrigation services, turf, tree, and shrub care and, as necessary, replacement, lawn mowing and maintenance, and removal of litter, as more particularly set forth in the Maintenance IGA. The District shall approve and execute the Maintenance IGA immediately after completion of the construction of the street and/or parks and open space improvements and prior to performing the required maintenance. Failure to timely approve and execute the Maintenance IGA shall constitute a material modification of this Service Plan.

XI. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1- 203(2), C.R.S., have established that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
2. The existing service in the area to be served by the District is inadequate for present and projected needs;

3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries;
4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;
5. Adequate service is not, and will not be, available to the area through the City or County or other existing municipal or quasi-municipal corporations, including existing special district, within a reasonable time and on a comparable basis;
6. The facility and service standards of the District are compatible with the facility and service standards of the City within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.;
7. The proposal is in substantial compliance with a comprehensive plan adopted by the City;
8. The proposal is in compliance with any duly adopted City, regional or state long-range water quality management plan for the area; and
9. The creation of the District is in the best interests of the area proposed to be served.

EXHIBIT A-1

Legal Description of Initial District Boundaries

Tract C, Cottonwood Greens PUD Filing No. 7, a tract of land located in the southeast quarter of Section 33, Township 2 North, Range 66 West of the 6th Principal Meridian, City of Fort Lupton, County of Weld, State of Colorado.

Approximate Acreage: 2.33 acres

EXHIBIT A-2 **Map of Initial District Boundaries**

Initial District Boundaries (Directors' Parcel)

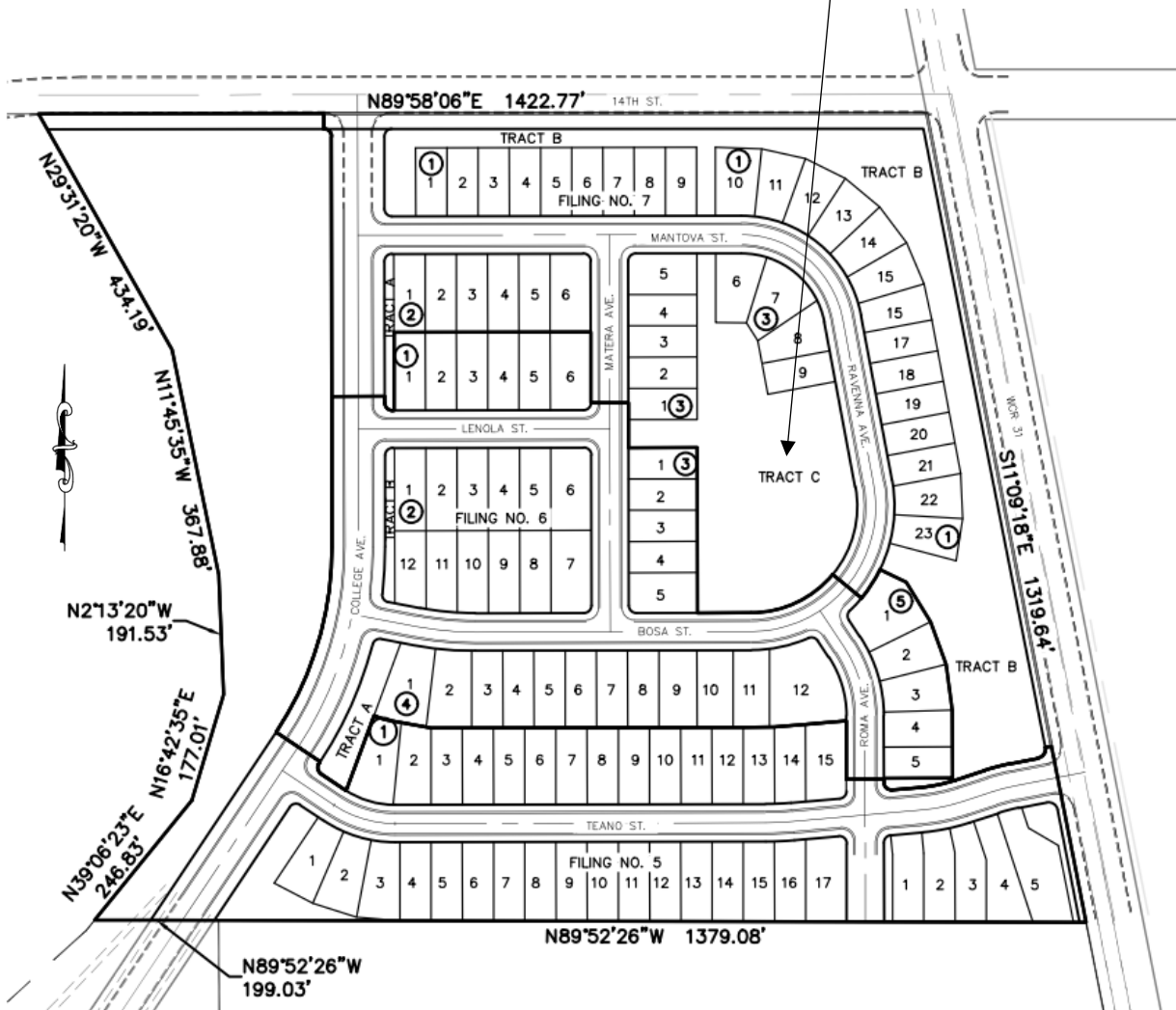


EXHIBIT B-1

Legal Description of Inclusion Area Boundaries

A part of the Southeast One-Quarter of Section 33, Township 2 North, Range 66 West of the 6th Principal Meridian, Weld County, Colorado, more particularly described as:

Beginning at the Southeast corner of said Section 33; Thence N00°08'24"W on an assumed bearing along the East line of said Southeast One-Quarter a distance of 1325.57 feet to the East 1/16 corner of said Southeast One-Quarter; Thence N89°51'16"W along the South line of the North One-Half of said Southeast One-Quarter a distance of 205.77 feet to the True Point of Beginning; Thence continuing N89°51'16"W a distance of 1588.31 feet to a point on the center line of Fulton Ditch; Thence along said centerline by the following courses:

N39°07'27"E, 246.85 feet;

N16°43'39"E, 177.03 feet;

N02°12'16"W, 191.55 feet;

N11°44'31"W, 367.91 feet;

N29°30'16"W, 434.23 feet; Thence N89°59'12"E parallel with and 30.00 feet South of the East-West centerline of said Section 33 a distance of 1422.77 feet to the West R.O.W. line of Weld County Road 31; Thence S11°08'11"E along said West R.O.W. line of Weld County Road 31 a distance of 1319.79 feet to the True Point of Beginning.

Approximate Acreage: 41.1 acres

EXHIBIT B-2

Map of Inclusion Area Boundaries

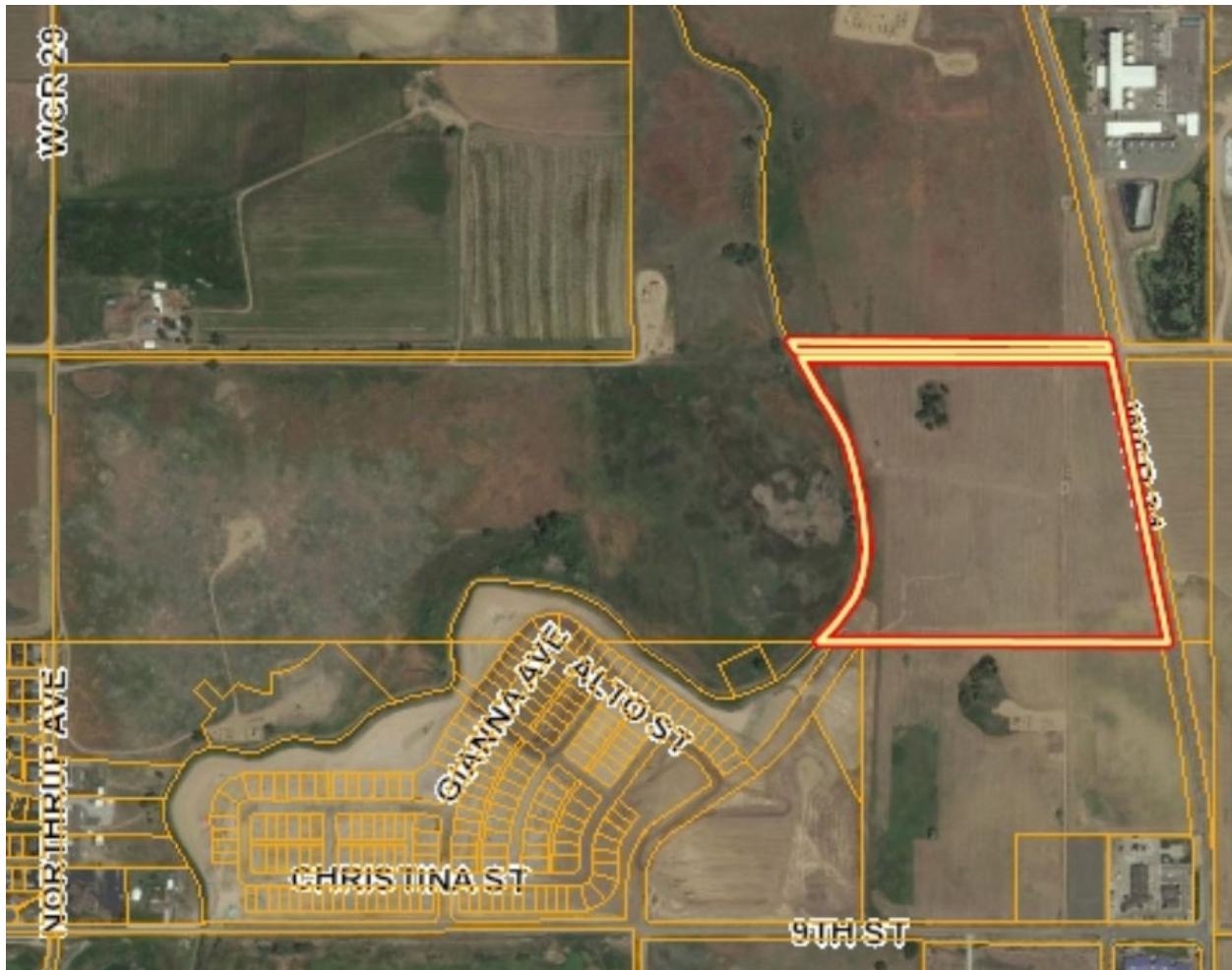


EXHIBIT C

Vicinity

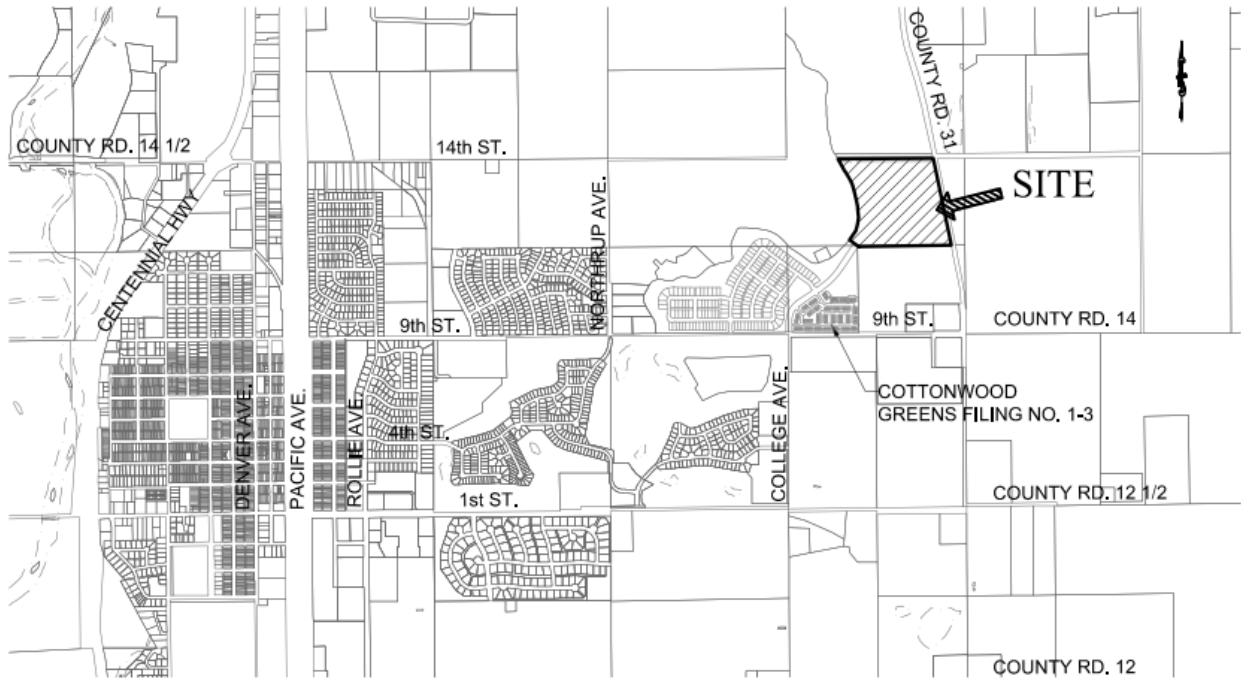


EXHIBIT D

Consent of Property Owner

COTTONWOOD DEVELOPMENT PARTNERS, LLC

4040 MACARTHUR BLVD., SUITE 250
NEWPORT BEACH, CA 92660

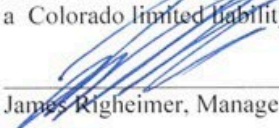
City of Fort Lupton City Council
130 South McKinley Avenue
Fort Lupton, Colorado 80621

RE: Proposed Cottonwood Thermo Metropolitan District (the "District")

To Whom It May Concern:

Cottonwood Development Partners, LLC, a Colorado limited liability company, is the fee owner of one hundred percent (100%) of the property described in Exhibit A attached hereto (the "Property"). The Property constitutes the territory within the Inclusion Area Boundaries of the proposed District as contemplated by the Service Plan for the District. The purpose of this letter is to advise the City Council of the City of Fort Lupton that Cottonwood Development Partners, LLC consents to the organization of the District and the inclusion of the Property into the boundaries of the District.

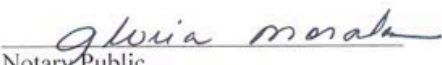
Cottonwood Development Partners, LLC.,
a Colorado limited liability company


James Righimer, Manager

STATE OF California)
) ss.
COUNTY OF Orange)

The foregoing instrument was subscribed and sworn to before me this 3rd day of June, 2022 by James Righimer, as Manager of Cottonwood Development Partners, LLC.

[SEAL]


Notary Public

My commission expires Nov. 26, 2025

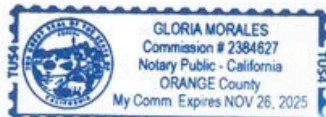


EXHIBIT A

The Property

A part of the Southeast One-Quarter of Section 33, Township 2 North, Range 66 West of the 6th Principal Meridian, Weld County, Colorado, more particularly described as:

Beginning at the Southeast corner of said Section 33; Thence N00°08'24"W on an assumed bearing along the East line of said Southeast One-Quarter a distance of 1325.57 feet to the East 1/16 corner of said Southeast One-Quarter; Thence N89°51'16"W along the South line of the North One-Half of said Southeast One-Quarter a distance of 205.77 feet to the True Point of Beginning; Thence continuing N89°51'16"W a distance of 1588.31 feet to a point on the center line of Fulton Ditch; Thence along said centerline by the following courses:

N39°07'27"E, 246.85 feet;

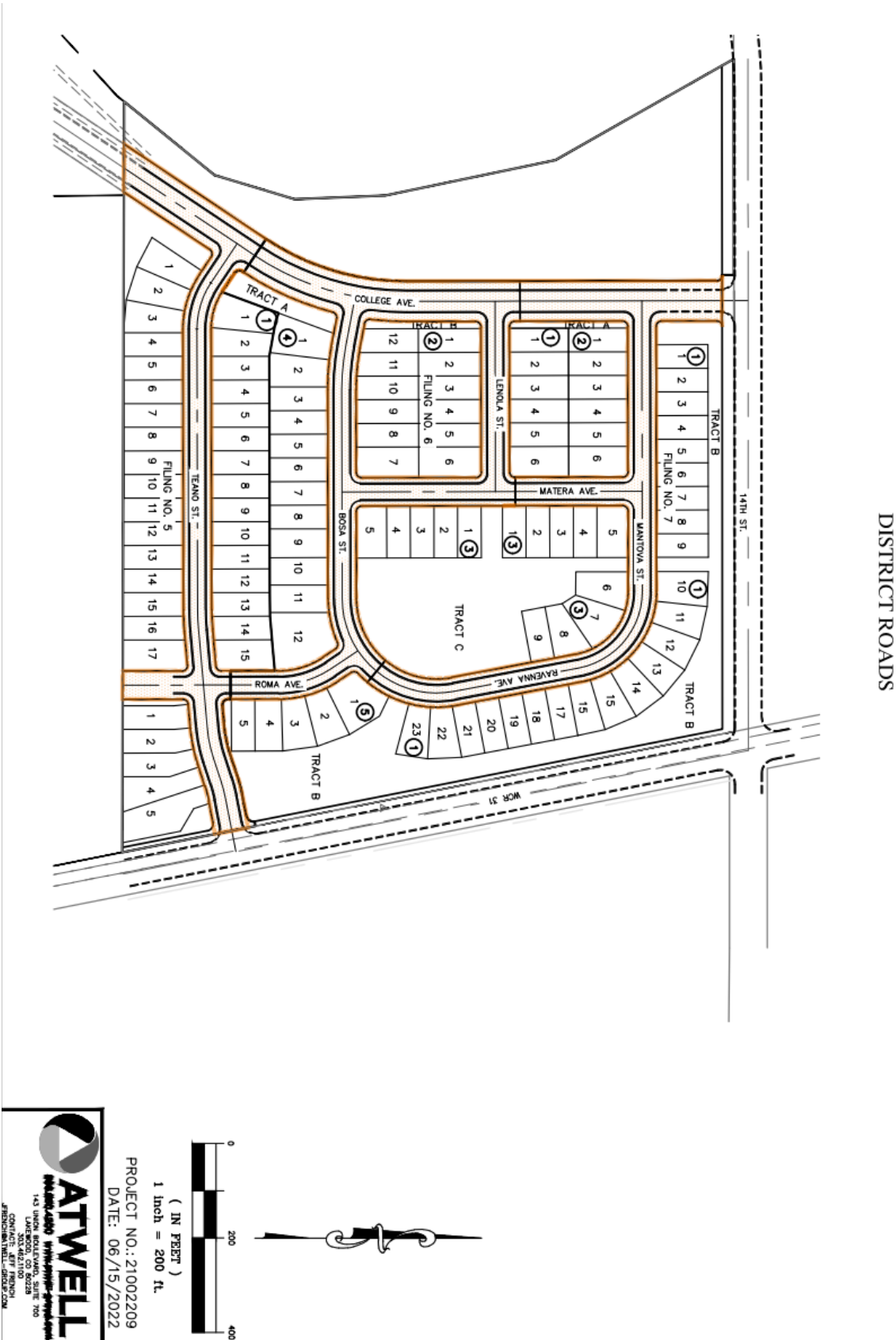
N16°43'39"E, 177.03 feet;

N02°12'16"W, 191.55 feet;

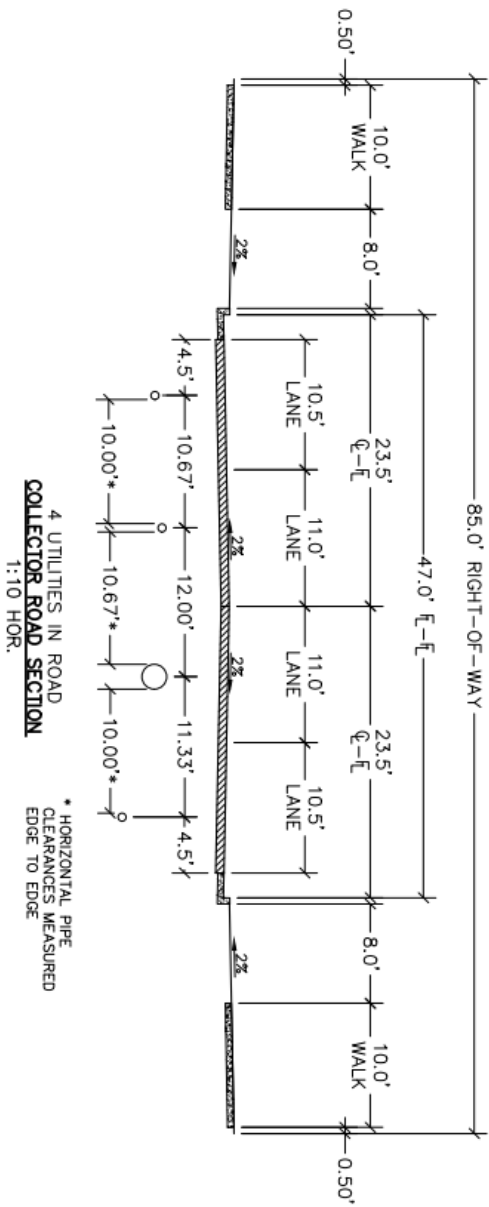
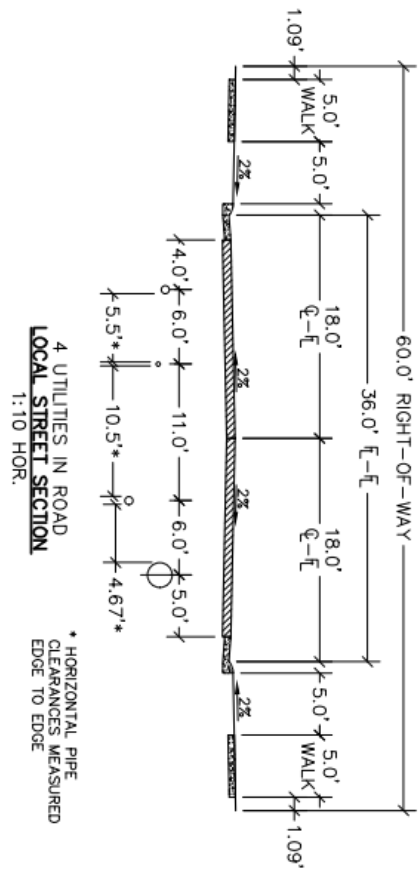
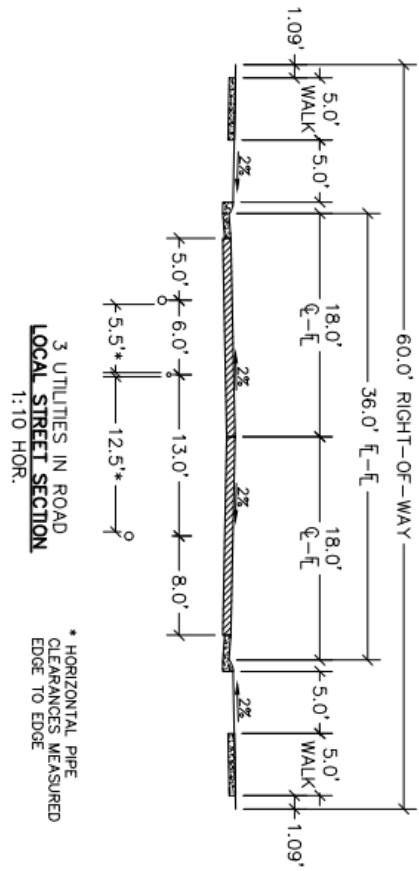
N11°44'31"W, 367.91 feet;

N29°30'16"W, 434.23 feet; Thence N89°59'12"E parallel with and 30.00 feet South of the East-West centerline of said Section 33 a distance of 1422.77 feet to the West R.O.W. line of Weld County Road 31; Thence S11°08'11"E along said West R.O.W. line of Weld County Road 31 a distance of 1319.79 feet to the True Point of Beginning.

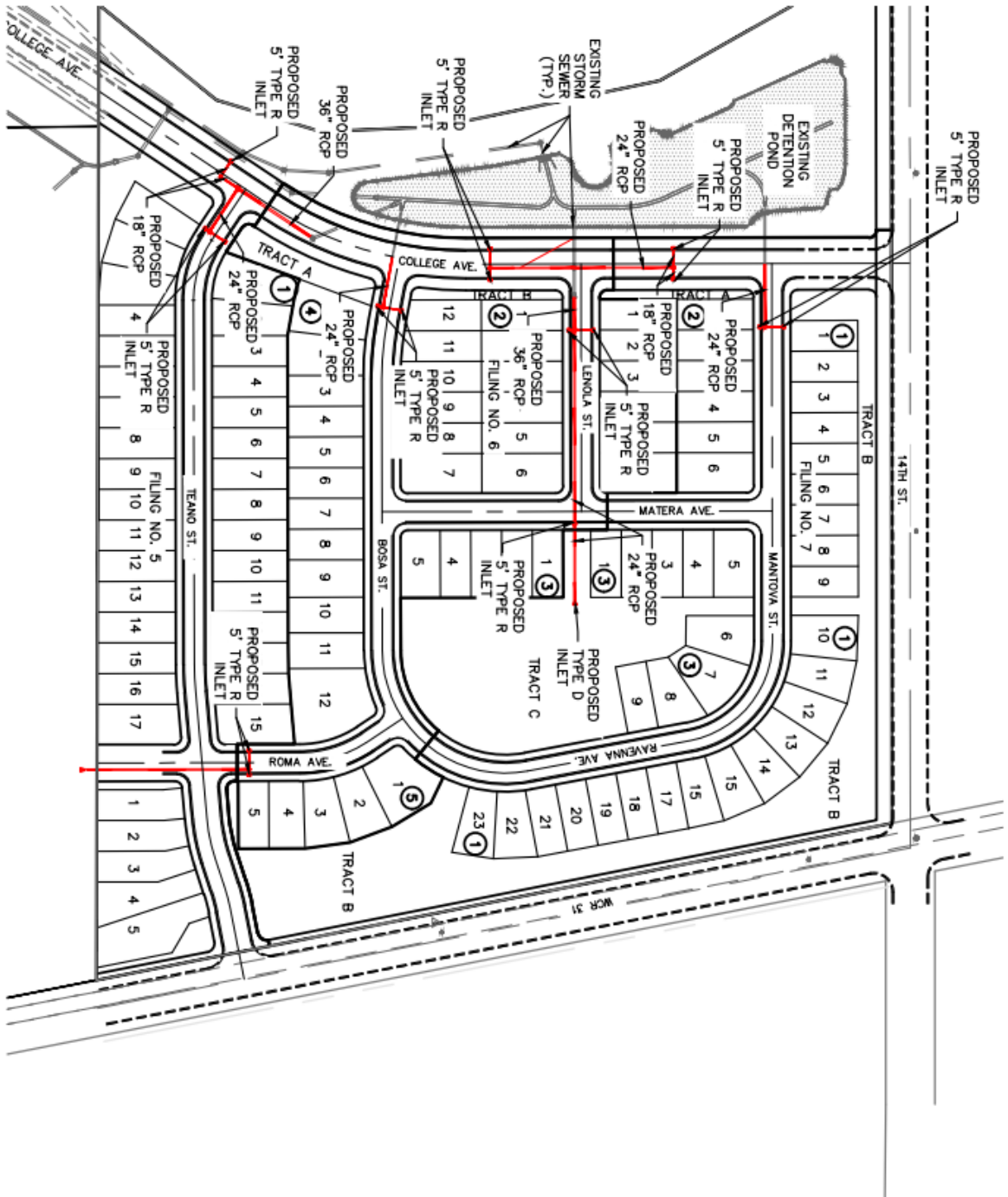
EXHIBIT E **Capital Improvements Plan**



DISTRICT CROSS SECTIONS



DISTRICT STORM SEWER



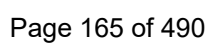
PROJECT NO.: 21002209
DATE: 06/15/2022



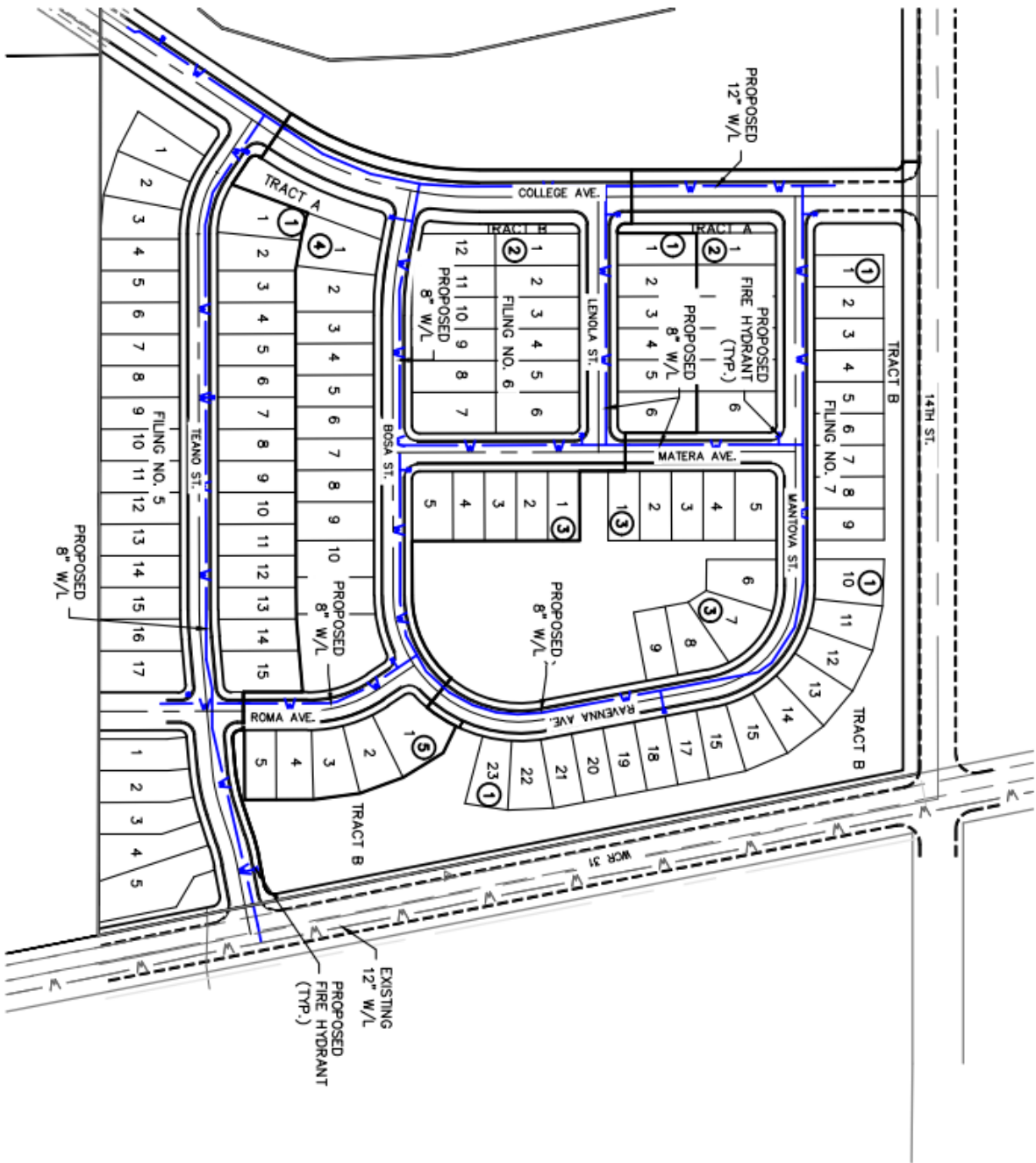
143 LINCOLN BOULEVARD, SUITE 700
LAKEWOOD, CO 80228
303.462.1100
CONTACT: JEFF PRINCE
JPRINCE@ATWELL-ENGINEERING.COM

The site plan illustrates the layout of Tract A, Tract B, and Tract C. Tract A is located in the upper left, Tract B in the upper right, and Tract C in the lower center. The plan includes the following details:

- Streets:** College Ave. (top), Teano St. (left), Roma Ave. (bottom left), Boga St. (bottom center), Mantova Ct. (right), and Ravenna Ave. (bottom right).
- Proposed Sewer Lines (SS):** Indicated by green dashed lines with arrows showing flow direction. Key labels include:
 - EXISTING 12" SS (top left)
 - PROPOSED 12" SS (top center)
 - PROPOSED 8" SS (multiple locations within and around the tracts)
 - PROPOSED 8" SS (bottom left)
- Lots and Filings:**
 - Tract A: Lots 1-12, Filing No. 6.
 - Tract B: Lots 1-17, Filing No. 5.
 - Tract C: Lots 1-23, Filing No. 7.
- Other Features:**
 - Green dashed lines with arrows indicating the flow of proposed sewer lines.
 - Various lot numbers and filing numbers are distributed across the tracts.



DISTRICT WATER LINE



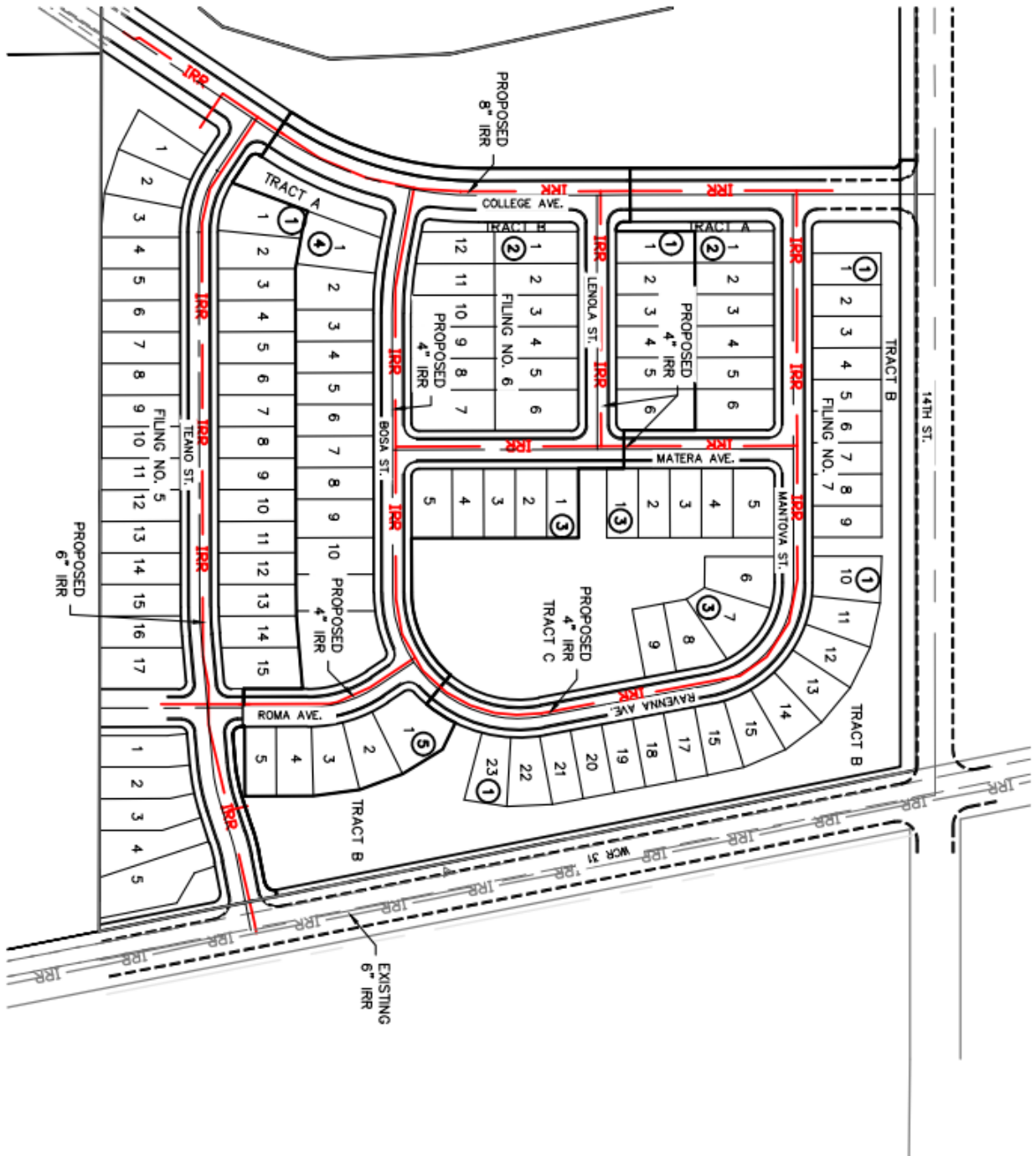
(IN FEET)
1 inch = 200 ft.

PROJECT NO.: 21002209
DATE: 06/15/2022



143 UNION BOULEVARD, SUITE 700
LAKEWOOD, CO 80228
CONTACT: JEFF FRENCH
JFRENCH@ATWELL-ENGINEERS.COM

DISTRICT IRRIGATION LINE



E-6



Cottonwood Greens Filing No. 5
Engineer's Opinion of Probable Cost
On Site Improvements

Project: Engineer's Opinion of Probable Cost Prepared For: Cottonwood Development Partners, LLC
 Prepared By: Atwell, LLC Date: April 26, 2022

Item	Quantity	Unit	Unit Cost	Cost Per Item	Comments
STREET IMPROVEMENTS					
Mountable Curb and Gutter	3,074	LF	\$32.00	\$	98,368
Sidewalks	18,527	SF	\$12.00	\$	222,324
Full Depth Asphalt	6,602	SY	\$40.00	\$	264,080
Earthwork	8,015	CY	\$3.00	\$	24,045
Mobilization	1	LS	\$10,000.00	\$	10,000.00
Clear & Grub	15	AC	\$2,500.00	\$	38,275.00
Traffic Control	1	LS	\$10,000.00	\$	10,000.00
Potholing	1	LS	\$10,000.00	\$	10,000.00
Concrete Cross Pan	0	EA	\$5,000.00	\$	-
Handicap Pedestrian Ramp	10	EA	\$3,500.00	\$	35,000.00
Street Sign	2	EA	\$500.00	\$	1,000.00
			Subtotal	\$	713,092
SANITARY SEWER					
Connect to Existing	1	EA	\$1,500.00	\$	1,500
8" PVC	1,170	LF	\$65.00	\$	76,050
12" PVC	730	LF	\$125.00	\$	91,250
4" Sanitary Sewer Manhole	10	EA	\$9,300.00	\$	93,000
4" Sewer Service	37	EA	\$1,500.00	\$	55,500
			Subtotal	\$	317,300
WATER					
Connect to Existing	2	EA	\$2,500.00	\$	5,000
8" PVC Waterline	1,475	LF	\$55.00	\$	81,125
12" PVC Waterline	300	LF	\$100.00	\$	30,000
8" MJ Gate Valve w/box	13	EA	\$2,500.00	\$	32,500
12" MJ Gate Valve w/box	2	EA	\$3,800.00	\$	7,600
Hydrant Assembly and Pipe	5	EA	\$10,000.00	\$	50,000
3/4" Meter and Service	37	EA	\$2,000.00	\$	74,000
8" Plug w/ 2" B.O.	3	EA	\$8,000.00	\$	24,000
			Subtotal	\$	299,225
STORM DRAINAGE					
5' Type R Inlet	3	EA	\$7,000.00	\$	21,000
10' Type R Inlet	-	EA	\$12,000.00	\$	-
Type C Inlet	-	EA	\$5,000.00	\$	-
Area Inlet	-	EA	\$500.00	\$	-
4' Manhole	1	EA	\$5,000.00	\$	5,000
5' Manhole	2	EA	\$6,000.00	\$	12,000
6' Manhole	1	EA	\$7,200.00	\$	7,200
24" FES	-	EA	\$2,700.00	\$	-
30" FES	-	EA	\$3,000.00	\$	-
36" FES	1	EA	\$3,250.00	\$	3,250
12" PVC	-	LF	\$60.00	\$	-
18" RCP	105	LF	\$75.00	\$	7,875
24" RCP	350	LF	\$100.00	\$	35,000
30" RCP	-	LF	\$125.00	\$	-
36" RCP	150	LF	\$160.00	\$	24,000
			Subtotal	\$	115,325
NONPOTABLE WATER SYSTEM					
Meter and Services	38	EA	\$1,500.00	\$	57,000
Plug w/ Blowoff Valve	3	EA	\$8,000.00	\$	24,000
4" Gate Valve w/box	-	EA	\$1,500.00	\$	-
6" Gate Valve w/box	5	EA	\$2,500.00	\$	12,500
8" Gate Valve w/box	1	EA	\$4,000.00	\$	4,000
4" IRR	-	LF	\$51.00	\$	-
6" IRR	1,570	LF	\$58.00	\$	91,060
8" IRR	300	LF	\$65.00	\$	19,500
			Subtotal	\$	208,060
Infrastructure Improvements Total				\$	1,653,002



Cottonwood Greens Filing No. 6
Engineer's Opinion of Probable Cost
On Site Improvements

Project:
 Prepared By:

Engineer's Opinion of Probable Cost
 Atwell, LLC

Prepared For: Cottonwood Development Partners, LLC
 Date: April 26, 2022

Item	Quantity	Unit	Unit Cost	Cost Per Item	Comments
STREET IMPROVEMENTS					
Mountable Curb and Gutter	4,410	LF	\$32.00	\$	141,120
Sidewalks	27,320	SF	\$12.00	\$	327,840
Full Depth Asphalt	10,527	SY	\$40.00	\$	421,080
Earthwork	8,385	CY	\$3.00	\$	25,155
Mobilization	1	LS	\$10,000.00	\$	10,000.00
Clear & Grub	10	AC	\$2,500.00	\$	25,375.00
Traffic Control	1	LS	\$10,000.00	\$	10,000.00
Potholing	1	LS	\$10,000.00	\$	10,000.00
Concrete Cross Pan	2	EA	\$5,000.00	\$	10,000.00
Handicap Pedestrian Ramp	20	EA	\$3,500.00	\$	70,000.00
Street Sign	6	EA	\$500.00	\$	3,000.00
			Subtotal	\$	1,053,570
SANITARY SEWER					
Connect to Existing	1	EA	\$1,500.00	\$	1,500
8" PVC	1,725	LF	\$65.00	\$	112,125
12" PVC	1,330	LF	\$125.00	\$	166,250
4" Sanitary Sewer Manhole	16	EA	\$9,300.00	\$	148,800
4" Sewer Service	40	EA	\$1,500.00	\$	60,000
			Subtotal	\$	488,675
WATER					
Connect to Existing	2	EA	\$2,500.00	\$	5,000
8" PVC Waterline	1,890	LF	\$55.00	\$	103,950
12" PVC Waterline	580	LF	\$100.00	\$	58,000
8" MJ Gate Valve w/box	16	EA	\$2,500.00	\$	40,000
12" MJ Gate Valve w/box	2	EA	\$3,800.00	\$	7,600
Hydrant Assembly and Pipe	5	EA	\$10,000.00	\$	50,000
3/4" Meter and Service	40	EA	\$2,000.00	\$	80,000
8" Plug w/ 2" B.O.	3	EA	\$8,000.00	\$	24,000
			Subtotal	\$	363,550
STORM DRAINAGE					
5' Type R Inlet	9	EA	\$7,000.00	\$	63,000
10' Type R Inlet	-	EA	\$12,000.00	\$	-
Type C Inlet	1	EA	\$5,000.00	\$	5,000
Area Inlet	-	EA	\$500.00	\$	-
4' Manhole	-	EA	\$5,000.00	\$	-
5' Manhole	3	EA	\$6,000.00	\$	18,000
6' Manhole	1	EA	\$7,200.00	\$	7,200
24" FES	1	EA	\$2,700.00	\$	2,700
30" FES	-	EA	\$3,000.00	\$	-
36" FES	-	EA	\$3,250.00	\$	-
12" PVC	-	LF	\$60.00	\$	-
18" RCP	155	LF	\$75.00	\$	11,625
24" RCP	820	LF	\$100.00	\$	82,000
30" RCP	-	LF	\$125.00	\$	-
36" RCP	55	LF	\$160.00	\$	8,800
			Subtotal	\$	198,325
NONPOTABLE WATER SYSTEM					
Meter and Services	41	EA	\$1,500.00	\$	61,500
Plug w/ Blowoff Valve	3	EA	\$8,000.00	\$	24,000
4" Gate Valve w/box	8	EA	\$1,500.00	\$	12,000
6" Gate Valve w/box	-	EA	\$2,500.00	\$	-
8" Gate Valve w/box	2	EA	\$4,000.00	\$	8,000
4" IRR	1,885	LF	\$51.00	\$	96,135
6" IRR	-	LF	\$58.00	\$	-
8" IRR	585	LF	\$65.00	\$	38,025
			Subtotal	\$	239,660
Infrastructure Improvements Total				\$	2,343,780

Cottonwood Greens Filing No. 7
Engineer's Opinion of Probable Cost
On Site Improvements

Project: Engineer's Opinion of Probable Cost Prepared For: Cottonwood Development Partners, LLC
 Prepared By: Atwell, LLC Date: April 26, 2022

Item	Quantity	Unit	Unit Cost	Cost Per Item	Comments
STREET IMPROVEMENTS					
Mountable Curb and Gutter	3,561	LF	\$32.00	\$	113,952
Sidewalks	20,627	SF	\$12.00	\$	247,524
Full Depth Asphalt	8,083	SY	\$40.00	\$	323,320
Earthwork	19,775	CY	\$3.00	\$	59,325
Mobilization	1	LS	\$10,000.00	\$	10,000.00
Clear & Grub	14	AC	\$2,500.00	\$	35,000.00
Traffic Control	1	LS	\$10,000.00	\$	10,000.00
Potholing	1	LS	\$10,000.00	\$	10,000.00
Concrete Cross Pan	1	EA	\$5,000.00	\$	5,000.00
Handicap Pedestrian Ramp	8	EA	\$3,500.00	\$	28,000.00
Street Sign	2	EA	\$500.00	\$	1,000.00
			Subtotal	\$	844,246
SANITARY SEWER					
Connect to Existing	1	EA	\$1,500.00	\$	1,500
8" PVC	1,420	LF	\$65.00	\$	92,300
12" PVC	-	LF	\$125.00	\$	-
4" Sanitary Sewer Manhole	9	EA	\$9,300.00	\$	83,700
4" Sewer Service	38	EA	\$1,500.00	\$	57,000
			Subtotal	\$	234,500
WATER					
Connect to Existing	3	EA	\$2,500.00	\$	7,500
8" PVC Waterline	1,640	LF	\$55.00	\$	90,200
12" PVC Waterline	320	LF	\$100.00	\$	32,000
8" MJ Gate Valve w/box	7	EA	\$2,500.00	\$	17,500
12" MJ Gate Valve w/box	1	EA	\$3,800.00	\$	3,800
Hydrant Assembly and Pipe	3	EA	\$10,000.00	\$	30,000
3/4" Meter and Service	38	EA	\$2,000.00	\$	76,000
8" Plug w/ 2" B.O.	1	EA	\$8,000.00	\$	8,000
			Subtotal	\$	257,500
STORM DRAINAGE					
5" Type R Inlet	4	EA	\$7,000.00	\$	28,000
10" Type R Inlet	-	EA	\$12,000.00	\$	-
Type C Inlet	-	EA	\$5,000.00	\$	-
Area Inlet	-	EA	\$500.00	\$	-
4" Manhole	-	EA	\$5,000.00	\$	-
5" Manhole	1	EA	\$6,000.00	\$	6,000
6" Manhole	-	EA	\$7,200.00	\$	-
24" FES	1	EA	\$2,700.00	\$	2,700
30" FES	-	EA	\$3,000.00	\$	-
36" FES	-	EA	\$3,250.00	\$	-
12" PVC	-	LF	\$60.00	\$	-
18" RCP	85	LF	\$75.00	\$	6,375
24" RCP	105	LF	\$100.00	\$	10,500
30" RCP	-	LF	\$125.00	\$	-
36" RCP	-	LF	\$160.00	\$	-
			Subtotal	\$	53,575
NONPOTABLE WATER SYSTEM					
Meter and Services	38	EA	\$1,500.00	\$	57,000
Plug w/ Blowoff Valve	3	EA	\$8,000.00	\$	24,000
4" Gate Valve w/box	5	EA	\$1,500.00	\$	7,500
6" Gate Valve w/box	-	EA	\$2,500.00	\$	-
8" Gate Valve w/box	1	EA	\$4,000.00	\$	4,000
4" IRR	1,550	LF	\$51.00	\$	79,050
6" IRR	-	LF	\$58.00	\$	-
8" IRR	320	LF	\$65.00	\$	20,800
			Subtotal	\$	192,350
Infrastructure Improvements Total				\$	1,582,171

Aggregated Total of Estimated Costs: \$5,578,953

EXHIBIT F **Mill Levy Comparison Report**

Proposed Cottonwood Thermo Metro District	Mills	Cottonwood Greens Metro District No. 2	Mills	Lupton Village Residential Metro District	Mills
AIMS Junior College	6.342	AIMS Junior College	6.342	AIMS Junior College	6.342
Central Colorado Water	1.404	Central Colorado Water	1.404	Central Colorado Water	1.404
Central Colorado Water SubDistrict	2.189	Central Colorado Water SubDistrict	2.189	Central Colorado Water SubDistrict	2.189
Fort Lupton City	45.166	Fort Lupton City	45.166	Fort Lupton City	45.166
Fort Lupton Fire	9.305	Fort Lupton Fire	9.305	Fort Lupton Fire	9.305
Fort Lupton Fire (Bond 2022)	0.483	Fort Lupton Fire (Bond 2022)	0.483	Fort Lupton Fire (Bond 2022)	0.483
High Plains Library	3.197	High Plains Library	3.197	High Plains Library	3.197
Northern Colorado Water	1.000	Northern Colorado Water	1.000	Northern Colorado Water	1.000
School District Re8-Fort Lupton	19.782	School District Re8-Fort Lupton	19.782	School District Re8-Fort Lupton	19.782
Weld County	15.038	Weld County	15.038	Weld County	15.038
Platte Valley Conservation	0.000	Platte Valley Conservation	0.000	Platte Valley Conservation	0.000
Total Overlapping Mills w/o District	103.906	Total Overlapping Mills w/o District	103.906	Total Overlapping Mills w/o District	103.906
Proposed Authorized Mill Levy	70.000	Service Plan Authorized Mill Levy	70.000	Service Plan Authorized Mill Levy	70.000
Total Overlapping Mills w/ District	173.906	Total Overlapping Mills w/ District	173.906	Total Overlapping Mills w/ District	173.906

EXHIBIT G Financial Plan

Preliminary Financing Analysis:
Cottonwood Thermo Metropolitan District
Series 2022 Bonds

Absorption Schedule

Product Offering SFD
Pricing (2022 \$) \$487,500

		SFD
2022	-	0
2023	48	48
2024	66	66
2025		0
TOTAL	114	114

Value of Home Closings

\$487,500
Growth Rate 3%
Pricing (2022 \$) \$487,500

	SFD	Total Market Value
2022	\$0	\$0
2023	\$24,102,000	\$24,102,000
2024	\$34,134,458	\$34,134,458
2025	\$0	\$0
TOTAL	58,236,458	58,236,458

Cumulative Lot Value

	Value of New Lots	Less: Lots to Homes	Adjustments	Cumulative Finished Lot Value	100% Lot Value	Assessed Value of Lots
2022	\$0	\$0		\$0	\$0	\$0
2023	\$5,280,000	\$0		\$5,280,000	\$5,280,000	\$1,531,200
2024	\$7,260,000	-\$5,280,000	\$0	\$7,260,000	\$7,260,000	\$2,105,400
2025	\$0	-\$7,260,000		\$0	\$0	\$0
TOTAL	12,540,000	(12,540,000)	-	12,540,000	12,540,000	3,636,600

**Preliminary Financing Analysis:
Cottonwood Thermo Metropolitan District
Series 2022 Bonds**

Projected AV - Future Residential

		Residential				State Assessed		Vacant		Total Assessed Value
Y	AV Set	Tax Rev Year	New Market Value Added	Market Value Added to Rolls (with Lag)	Biennial Reassessment	Cumulative Market Value	Assessed Value at 7.15% of Market	Assessed Value at 29.00% of Market	Assessed Value at 29.00% of Market	
1	2022	2023	0	0		0	0	0	0	0
2	2023	2024	24,102,000	0	0	0	0	0	1,531,200	1,531,200
3	2024	2025	34,134,458	24,102,000		24,102,000	1,723,293	0	2,105,400	3,828,693
4	2025	2026	0	34,134,458	1,446,120	59,682,578	4,267,304	0	0	4,267,304
5	2026	2027	0	0		59,682,578	4,267,304	0	0	4,267,304
6	2027	2028	0	0	3,580,955	63,263,532	4,523,343	0	0	4,523,343
7	2028	2029	0	0		63,263,532	4,523,343	0	0	4,523,343
8	2029	2030	0	0	3,795,812	67,059,344	4,794,743	0	0	4,794,743
9	2030	2031	0	0		67,059,344	4,794,743	0	0	4,794,743
10	2031	2032	0	0	4,023,561	71,082,905	5,082,428	0	0	5,082,428
11	2032	2033	0	0		71,082,905	5,082,428	0	0	5,082,428
12	2033	2034	0	0	4,264,974	75,347,879	5,387,373	0	0	5,387,373
13	2034	2035	0	0		75,347,879	5,387,373	0	0	5,387,373
14	2035	2036	0	0	4,520,873	79,868,752	5,710,616	0	0	5,710,616
15	2036	2037	0	0		79,868,752	5,710,616	0	0	5,710,616
16	2037	2038	0	0	4,792,125	84,660,877	6,053,253	0	0	6,053,253
17	2038	2039	0	0		84,660,877	6,053,253	0	0	6,053,253
18	2039	2040	0	0	5,079,653	89,740,529	6,416,448	0	0	6,416,448
19	2040	2041	0	0		89,740,529	6,416,448	0	0	6,416,448
20	2041	2042	0	0	5,384,432	95,124,961	6,801,435	0	0	6,801,435
21	2042	2043	0	0		95,124,961	6,801,435	0	0	6,801,435
22	2043	2044	0	0	5,707,498	100,832,459	7,209,521	0	0	7,209,521
23	2044	2045	0	0		100,832,459	7,209,521	0	0	7,209,521
24	2045	2046	0	0	6,049,948	106,882,406	7,642,092	0	0	7,642,092
25	2046	2047	0	0		106,882,406	7,642,092	0	0	7,642,092
26	2047	2048	0	0	6,412,944	113,295,351	8,100,618	0	0	8,100,618
27	2048	2049	0	0		113,295,351	8,100,618	0	0	8,100,618
28	2049	2050	0	0	6,797,721	120,093,072	8,586,655	0	0	8,586,655
29	2050	2051	0	0		120,093,072	8,586,655	0	0	8,586,655
30	2051	2052	0	0	7,205,584	127,298,656	9,101,854	0	0	9,101,854
31	2052	2053				127,298,656	9,101,854	0	0	9,101,854
32	2053	2054			7,637,919	134,936,576	9,647,965	0	0	9,647,965
33	2054	2055				134,936,576	9,647,965	0	0	9,647,965
34	2055	2056			8,096,195	143,032,770	10,226,843	0	0	10,226,843
35	2056	2057				143,032,770	10,226,843	0	0	10,226,843
36	2057	2058			8,581,966	151,614,736	10,840,454	0	0	10,840,454
37	2058	2059				151,614,736	10,840,454	0	0	10,840,454
38	2059	2060			9,096,884	160,711,620	11,490,881	0	0	11,490,881
39	2060	2061				160,711,620	11,490,881	0	0	11,490,881
40	2061	2062			9,642,697	170,354,318	12,180,334	0	0	12,180,334

**Preliminary Financing Analysis:
Cottonwood Thermo Metropolitan District
Series 2022 Bonds**

Projected Revenues - Future Residential

Y	AV Set	Tax Rev Year	Total Assessed Value	Debt Service Mill Levy	Debt Service Levy Collections @ 100%	Specific Ownership Taxes at 7.00%	Fees / Collection Charge (1.5% +\$4,000)	Total Tax Revenue	Other	Total Revenue
1	2022	2023	0	55.664	0	0	0	0		0
2	2023	2024	1,531,200	55.664	85,233	5,966	-5,278	85,921		85,921
3	2024	2025	3,828,693	55.664	213,120	14,918	-7,197	220,842		220,842
4	2025	2026	4,267,304	55.664	237,535	16,627	-7,563	246,600		246,600
5	2026	2027	4,267,304	55.664	237,535	16,627	-7,563	246,600		246,600
6	2027	2028	4,523,343	55.664	251,787	17,625	-7,777	261,636		261,636
7	2028	2029	4,523,343	55.664	251,787	17,625	-7,777	261,636		261,636
8	2029	2030	4,794,743	55.664	266,895	18,683	-8,003	277,574		277,574
9	2030	2031	4,794,743	55.664	266,895	18,683	-8,003	277,574		277,574
10	2031	2032	5,082,428	55.664	282,908	19,804	-8,244	294,468		294,468
11	2032	2033	5,082,428	55.664	282,908	19,804	-8,244	294,468		294,468
12	2033	2034	5,387,373	55.664	299,883	20,992	-8,498	312,376		312,376
13	2034	2035	5,387,373	55.664	299,883	20,992	-8,498	312,376		312,376
14	2035	2036	5,710,616	55.664	317,876	22,251	-8,768	331,359		331,359
15	2036	2037	5,710,616	55.664	317,876	22,251	-8,768	331,359		331,359
16	2037	2038	6,053,253	55.664	336,948	23,586	-9,054	351,480		351,480
17	2038	2039	6,053,253	55.664	336,948	23,586	-9,054	351,480		351,480
18	2039	2040	6,416,448	55.664	357,165	25,002	-9,357	372,809		372,809
19	2040	2041	6,416,448	55.664	357,165	25,002	-9,357	372,809		372,809
20	2041	2042	6,801,435	55.664	378,595	26,502	-9,679	395,418		395,418
21	2042	2043	6,801,435	55.664	378,595	26,502	-9,679	395,418		395,418
22	2043	2044	7,209,521	55.664	401,311	28,092	-10,020	419,383		419,383
23	2044	2045	7,209,521	55.664	401,311	28,092	-10,020	419,383		419,383
24	2045	2046	7,642,092	55.664	425,389	29,777	-10,381	444,786		444,786
25	2046	2047	7,642,092	55.664	425,389	29,777	-10,381	444,786		444,786
26	2047	2048	8,100,618	55.664	450,913	31,564	-10,764	471,713		471,713
27	2048	2049	8,100,618	55.664	450,913	31,564	-10,764	471,713		471,713
28	2049	2050	8,586,655	55.664	477,968	33,458	-11,170	500,256		500,256
29	2050	2051	8,586,655	55.664	477,968	33,458	-11,170	500,256		500,256
30	2051	2052	9,101,854	55.664	506,646	35,465	-11,600	530,511		530,511
31	2052	2053	9,101,854	55.664	506,646	35,465	-11,600	530,511		530,511
32	2053	2054	9,647,965	55.664	537,044	37,593	-12,056	562,582		562,582
33	2054	2055	9,647,965	55.664	537,044	37,593	-12,056	562,582		562,582
34	2055	2056	10,226,843	55.664	569,267	39,849	-12,539	596,577		596,577
35	2056	2057	10,226,843	55.664	569,267	39,849	-12,539	596,577		596,577
36	2057	2058	10,840,454	55.664	603,423	42,240	-13,051	632,611		632,611
37	2058	2059	10,840,454	55.664	603,423	42,240	-13,051	632,611		632,611
38	2059	2060	11,490,881	55.664	639,628	44,774	-13,594	670,808		670,808
39	2060	2061	11,490,881	55.664	639,628	44,774	-13,594	670,808		670,808
40	2061	2062	12,180,334	55.664	678,006	47,460	-14,170	711,296		711,296

SOURCES AND USES OF FUNDS

COTTONWOOD THERMO METROPOLITAN DISTRICT Limited Tax General Obligation, Series 2022

Dated Date 12/01/2022
Delivery Date 12/01/2022

Sources:

Bond Proceeds:	
Par Amount	4,910,000.00
	4,910,000.00

Uses:

Project Fund Deposits:	
Net Project Fund	4,638,570.00
Delivery Date Expenses:	
Cost of Issuance	271,430.00
	4,910,000.00

BOND PRICING**COTTONWOOD THERMO METROPOLITAN DISTRICT
Limited Tax General Obligation, Series 2022**

<i>Bond Component</i>	<i>Maturity Date</i>	<i>Amount</i>	<i>Rate</i>	<i>Yield</i>	<i>Price</i>
Cash Flow Bond:					
	12/01/2023		5.750%	5.750%	100.000
	12/01/2024		5.750%	5.750%	100.000
	12/01/2025		5.750%	5.750%	100.000
	12/01/2026		5.750%	5.750%	100.000
	12/01/2027		5.750%	5.750%	100.000
	12/01/2028		5.750%	5.750%	100.000
	12/01/2029		5.750%	5.750%	100.000
	12/01/2030		5.750%	5.750%	100.000
	12/01/2031		5.750%	5.750%	100.000
	12/01/2032		5.750%	5.750%	100.000
	12/01/2033		5.750%	5.750%	100.000
	12/01/2034		5.750%	5.750%	100.000
	12/01/2035		5.750%	5.750%	100.000
	12/01/2036		5.750%	5.750%	100.000
	12/01/2037		5.750%	5.750%	100.000
	12/01/2038		5.750%	5.750%	100.000
	12/01/2039		5.750%	5.750%	100.000
	12/01/2040		5.750%	5.750%	100.000
	12/01/2041		5.750%	5.750%	100.000
	12/01/2042		5.750%	5.750%	100.000
	12/01/2043		5.750%	5.750%	100.000
	12/01/2044		5.750%	5.750%	100.000
	12/01/2045		5.750%	5.750%	100.000
	12/01/2046		5.750%	5.750%	100.000
	12/01/2047		5.750%	5.750%	100.000
	12/01/2048		5.750%	5.750%	100.000
	12/01/2049		5.750%	5.750%	100.000
	12/01/2050		5.750%	5.750%	100.000
	12/01/2051	145,000	5.750%	5.750%	100.000
	12/01/2052	256,000	5.750%	5.750%	100.000
	12/01/2053	272,000	5.750%	5.750%	100.000
	12/01/2054	319,000	5.750%	5.750%	100.000
	12/01/2055	337,000	5.750%	5.750%	100.000
	12/01/2056	391,000	5.750%	5.750%	100.000
	12/01/2057	413,000	5.750%	5.750%	100.000
	12/01/2058	473,000	5.750%	5.750%	100.000
	12/01/2059	500,000	5.750%	5.750%	100.000
	12/01/2060	567,000	5.750%	5.750%	100.000
	12/01/2061	600,000	5.750%	5.750%	100.000
	12/01/2062	637,000	5.750%	5.750%	100.000
		4,910,000			

Dated Date	12/01/2022	
Delivery Date	12/01/2022	
First Coupon	06/01/2023	
Par Amount	4,910,000.00	
Original Issue Discount		
Production	4,910,000.00	100.000000%
Underwriter's Discount		
Purchase Price	4,910,000.00	100.000000%
Accrued Interest		
Net Proceeds	4,910,000.00	

BOND SUMMARY STATISTICS**COTTONWOOD THERMO METROPOLITAN DISTRICT
Limited Tax General Obligation, Series 2022**

Dated Date	12/01/2022
Delivery Date	12/01/2022
Last Maturity	12/01/2062
Arbitrage Yield	5.672535%
True Interest Cost (TIC)	5.672535%
Net Interest Cost (NIC)	5.750000%
All-In TIC	6.048098%
Average Coupon	5.750000%
Average Life (years)	35.713
Duration of Issue (years)	15.835
Par Amount	4,910,000.00
Bond Proceeds	4,910,000.00
Total Interest	10,082,567.50
Net Interest	10,082,567.50
Total Debt Service	14,992,567.50
Maximum Annual Debt Service	691,941.25
Average Annual Debt Service	374,814.19
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

<i>Bond Component</i>	<i>Par Value</i>	<i>Price</i>	<i>Average Coupon</i>	<i>Average Life</i>
Cash Flow Bond	4,910,000.00	100.000	5.750%	35.713
	4,910,000.00			35.713

	<i>TIC</i>	<i>All-In TIC</i>	<i>Arbitrage Yield</i>
Par Value	4,910,000.00	4,910,000.00	4,910,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-271,430.00	
- Other Amounts			
Target Value	4,910,000.00	4,638,570.00	4,910,000.00
Target Date	12/01/2022	12/01/2022	12/01/2022
Yield	5.672535%	6.048098%	5.672535%

BOND DEBT SERVICE
COTTONWOOD THERMO METROPOLITAN DISTRICT
Limited Tax General Obligation, Series 2022

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
06/01/2023			141,162.50	141,162.50	
12/01/2023					141,162.50
06/01/2024			282,325.00	282,325.00	
12/01/2024					282,325.00
06/01/2025			282,325.00	282,325.00	
12/01/2025					282,325.00
06/01/2026			282,325.00	282,325.00	
12/01/2026					282,325.00
06/01/2027			282,325.00	282,325.00	
12/01/2027					282,325.00
06/01/2028			282,325.00	282,325.00	
12/01/2028					282,325.00
06/01/2029			282,325.00	282,325.00	
12/01/2029					282,325.00
06/01/2030			282,325.00	282,325.00	
12/01/2030					282,325.00
06/01/2031			282,325.00	282,325.00	
12/01/2031					282,325.00
06/01/2032			282,325.00	282,325.00	
12/01/2032					282,325.00
06/01/2033			282,325.00	282,325.00	
12/01/2033					282,325.00
06/01/2034			282,325.00	282,325.00	
12/01/2034					282,325.00
06/01/2035			282,325.00	282,325.00	
12/01/2035					282,325.00
06/01/2036			282,325.00	282,325.00	
12/01/2036					282,325.00
06/01/2037			282,325.00	282,325.00	
12/01/2037					282,325.00
06/01/2038			282,325.00	282,325.00	
12/01/2038					282,325.00
06/01/2039			282,325.00	282,325.00	
12/01/2039					282,325.00
06/01/2040			282,325.00	282,325.00	
12/01/2040					282,325.00
06/01/2041			282,325.00	282,325.00	
12/01/2041					282,325.00
06/01/2042			282,325.00	282,325.00	
12/01/2042					282,325.00
06/01/2043			282,325.00	282,325.00	
12/01/2043					282,325.00
06/01/2044			282,325.00	282,325.00	
12/01/2044					282,325.00
06/01/2045			282,325.00	282,325.00	
12/01/2045					282,325.00
06/01/2046			282,325.00	282,325.00	
12/01/2046					282,325.00
06/01/2047			282,325.00	282,325.00	
12/01/2047					282,325.00
06/01/2048			282,325.00	282,325.00	
12/01/2048					282,325.00
06/01/2049			282,325.00	282,325.00	
12/01/2049					282,325.00
06/01/2050			282,325.00	282,325.00	
12/01/2050					282,325.00
06/01/2051			282,325.00	282,325.00	
12/01/2051	145,000	5.750%	4,168.75	149,168.75	431,493.75
06/01/2052			273,987.50	273,987.50	
12/01/2052	256,000	5.750%	7,360.00	263,360.00	537,347.50
06/01/2053			259,267.50	259,267.50	
12/01/2053	272,000	5.750%	7,820.00	279,820.00	539,087.50
06/01/2054			243,627.50	243,627.50	
12/01/2054	319,000	5.750%	9,171.25	328,171.25	571,798.75
06/01/2055			225,285.00	225,285.00	
12/01/2055	337,000	5.750%	9,688.75	346,688.75	571,973.75
06/01/2056			205,907.50	205,907.50	
12/01/2056	391,000	5.750%	11,241.25	402,241.25	608,148.75
06/01/2057			183,425.00	183,425.00	
12/01/2057	413,000	5.750%	11,873.75	424,873.75	608,298.75
06/01/2058			159,677.50	159,677.50	

BOND DEBT SERVICE**COTTONWOOD THERMO METROPOLITAN DISTRICT
Limited Tax General Obligation, Series 2022**

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
12/01/2058	473,000	5.750%	13,598.75	486,598.75	646,276.25
06/01/2059			132,480.00	132,480.00	
12/01/2059	500,000	5.750%	14,375.00	514,375.00	646,855.00
06/01/2060			103,730.00	103,730.00	
12/01/2060	567,000	5.750%	16,301.25	583,301.25	687,031.25
06/01/2061			71,127.50	71,127.50	
12/01/2061	600,000	5.750%	17,250.00	617,250.00	688,377.50
06/01/2062			36,627.50	36,627.50	
12/01/2062	637,000	5.750%	18,313.75	655,313.75	691,941.25
	4,910,000		10,082,567.50	14,992,567.50	14,992,567.50

EXHIBIT H

Form - Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF FORT LUPTON, COLORADO AND COTTONWOOD THERMO METROPOLITAN DISTRICT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into as of this ____ day of _____, 2022 (this “**Agreement**”) by and between the CITY OF FORT LUPTON, a municipal corporation of the State of Colorado (“**City**”), and COTTONWOOD THERMO METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”). The City and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Service Plan approved by the City on _____, 2022 (the “**Service Plan**”); and

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

WHEREAS, any capitalized term used, but not defined, in this Agreement shall have the meaning ascribed to such term in the Service Plan; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers and property owners to enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

A. Operations and Maintenance. The District shall be authorized to operate and maintain Public Improvements not conveyed to the City or other governmental entity having proper jurisdiction. In addition, the District may perform homeowners’ association functions for the property within its boundaries including, but not limited to, ownership, operation and maintenance of parks, trails, open space and common areas, Covenant Enforcement and Design Review Services, and social functions through designation of the District as the enforcement entity in the Covenants recorded against the Project.

B. Maintenance of City-owned Streets, Parks, and Open Space. The District shall provide snow-removal services within the District Boundaries on City-owned streets that are not arterial or collector roads, as more particularly set forth in the Maintenance IGA defined by and required by the Service Plan. In addition, the District shall operate and maintain City-owned parks and open spaces within the District Boundaries, including, but not limited to, irrigation services, turf, tree, and shrub care and, as necessary, replacement, lawn mowing and maintenance, and removal of litter, as more particularly set forth in the Maintenance IGA. The District shall approve and execute the Maintenance IGA immediately after completion of the construction of the street and/or parks and open space improvements and prior to performing the required maintenance. Failure to timely approve and execute the Maintenance IGA shall constitute a material modification of the Service Plan.

C. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the applicable standards and specifications of the City, including without limitation any Subdivision Improvement Agreement(s) with the City applicable to such Public Improvements, and of other governmental entities having proper jurisdiction. All facilities conveyed or otherwise dedicated to the City or other entity designated by the City shall be free and clear of any lien, claim, encumbrance or demand and shall be subject to the City's normal warranty procedures.

D. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

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

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

E. Inclusion Limitation. The District shall not include within its boundaries any property outside the Inclusion Area Boundaries without the prior written consent of the City.

F. Overlap Limitation. The District shall not consent to the organization of another district under the Special District Act which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed district, combined with the mill levy for payment of Debt by the District, will not at any time exceed the Maximum Debt Mill Levy of the District.

G. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

H. Total Debt Issuance Limitation. The District shall not issue Debt in excess of the Total Debt Issuance Limit.

I. Monies from Other Governmental Sources. The District shall not apply for or accept Colorado Trust Funds, Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and be a revenue source for the District without any limitation.

J. Eminent Domain Limitation. The District shall not exercise the power of eminent domain to obtain any real property owned by the City without the prior written approval of the City Council, as evidenced by resolution after a public hearing thereon.

K. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City.

L. Bankruptcy Limitation. All of the limitations contained in the Service Plan have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

1. Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

2. Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

M. Maximum Debt Mill Levy.

1. The “Maximum Debt Mill Levy” of the District, which shall be subject to the Mill Levy Adjustment, shall be the maximum mill levy the District is permitted to impose upon the Taxable Property within the District for payment of Debt and shall be 55.277 mills for so long as the total amount of aggregate Debt of the District exceeds fifty percent (50%) of the District’s assessed valuation. At such time as the total amount of aggregate Debt of the District is equal to or less than fifty percent (50%) of the District’s assessed valuation, either on the date of issuance of any Debt or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy if End Users cast the majority of affirmative votes taken by the District’s Board at the meeting authorizing such action, and, as a result, the mill levy may be such amount as is necessary to pay the debt service on such Debt, and the Board may further provide that

such Debt shall remain secured by such increased mill levy, notwithstanding any subsequent change in the District's Debt to assessed value ratio.

2. The "Maximum Operation and Maintenance Mill Levy" of the District, which shall be subject to a Mill Levy Adjustment, shall be the maximum mill levy the District is permitted to impose upon the Taxable Property within the District for payment of administrative, operation and maintenance costs, and shall be 55.277 mills until such time that the District issues Debt. After the District issues Debt, the Maximum Operation and Maintenance Mill Levy, when combined with the Debt service mill levy imposed for Debt, shall not exceed 70.000 mills, which combined mill levy limit shall be subject to a Mill Levy Adjustment. The Maximum Operation and Maintenance Mill Levy shall apply to the District's ability to increase its mill levy as necessary for provision of administrative, operation and maintenance services to its taxpayers and service users until such time as End Users cast the majority of affirmative votes taken by the District's Board at a meeting authorizing the elimination of such Maximum Operation and Maintenance Mill Levy, at which time the mill levy may be such amount as is necessary to pay the administrative, operation and maintenance costs.

3. For purposes of the foregoing, once Debt has been determined to be within VI.C.1, above, so that the District is entitled to pledge to its payment an unlimited *ad valorem* mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S., and all other requirements of State law.

All issuances of general obligation Bonds shall be deemed to be in compliance with the Financial Plan so long as the Minimum Criteria, as hereinafter defined, have been met. "Minimum Criteria" shall mean that the general obligation Bonds are: (1) subject to the Maximum Debt Mill Levy; (2) together with other outstanding general obligation Bonds of the District, not in excess of the Total Debt Issuance Limit; (3) together with other outstanding general obligation Bonds of the District, not in excess of the general obligation debt authority provided by the District's electorate; (4) do not allow for the acceleration of Debt as a remedy against the District; and (5) issued in compliance with the applicable requirements of Section 321-1101(6), C.R.S. Any issuance of general obligation Bonds that does not satisfy the Minimum Criteria shall constitute a material modification of this Service Plan and a default under this Agreement.

The costs of constructing the Public Improvements may be paid from available District mill levy revenues, Debt and/or advances from the Developer. The District shall be authorized to reimburse Developer advances, if any, with interest at a market reasonable rate from District mill levy revenues and/or proceeds from Debt privately placed with the Developer, and other legally available revenues of the District. Any such privately placed Debt shall be subject to the Privately Placed Debt Limitation set forth in Section V.A.4 and the Minimum Criteria. Any Developer advances shall either be paid when bonds are issued by the District or shall be subordinate to any District debt, and only the Developer will hold the instruments evidencing such advances or financing.

In the event that the District determines that it is in the best interests of the District and its taxpayers to issue general obligation Bonds to parties other than the Developer to: (i) reimburse the Developer for Developer advances; (ii) refund or restructure Debt previously placed with the Developer; or (iii) finance Public Improvements, the District shall prepare a plan of finance for the purpose of determining whether

the proposed issuance satisfies the Minimum Criteria. The plan of finance will include the amount of Bonds to be issued, uses of proceeds therefrom (including, if any, capitalized interest and costs of issuance), sources of revenues securing repayment of the Bonds and the repayment schedule for the Bonds, all as required by Section 19-5(c)(1)c.1-4 of the Municipal Code. Debt Repayment Sources.

The District may impose mill levies as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the Board's discretion, these may include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time. In no event shall the debt service mill levy certified by the District exceed the Maximum Debt Mill Levy.

N. Dissolution. The District shall take all action necessary to dissolve, pursuant to Sections 32-1-701, *et seq.*, C.R.S., if the City files an application with the District no sooner than ten (10) years after the date of organization of the District for dissolution pursuant to Section 32-1-701 (3), C.R.S., provided that the District has no outstanding debt or outstanding operation and maintenance responsibilities at the time of the request.

O. Meeting Notices/Annual Report. The District shall deliver written notice of every regular or special meeting to the office of the City Clerk, by email, mail or by hand, at least 72 hours prior to such meeting; however, in the event Section 19-5(c)(1)k of the Municipal Code is amended to change the timeframe for this advanced notice requirement, this Agreement and the Service Plan shall be automatically updated to a corresponding timeframe without further action of the City Council. The District shall be responsible for submitting an annual report to the City no later than July 1st of each year following the year in which the Order and Decree creating the District has been recorded.

P. Material Modification. Actions of the District which violate the limitations set forth in Sections A-L above or Chapter 19 of the Municipal Code shall be deemed to be material modifications to the Service Plan requiring amendment of the Service Plan in accordance with the procedural requirements of Chapter 19 of the Municipal Code, and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District. The remedies herein shall be in addition to any remedies the City may have or actions the City may bring under Section 32-1-207, C.R.S., or any other applicable statute. The District shall have thirty (30) days to cure such material modification. If the material modification is of a type that is not capable of being cured within the 30-day period and the District shall give written notice to the City within the 30-day period that it is actively and diligently pursuing the cure, the District will have a reasonable period of time given the nature of the material modification following the end of the 30-day period, but not to exceed sixty (60) days, to cure the material modification, provided that the District is at all times actively and diligently pursuing the cure, failing which, the District will be in default under this Agreement. In the event the District fails to complete the cure or take any action to cure the material modification, the City may impose any sanctions allowed by the Municipal Code or statute. Nothing herein is intended to modify or prevent the use of the provisions of Section 32-1-207(3)(b), C.R.S.

Q. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery,

via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:

Cottonwood Thermo Metropolitan District
c/o Law Office of Michael E. Davis, LLC
1151 Eagle Drive, Suite 366
Loveland, CO 80537
Attn: Michael E. Davis, *Esq.*
Phone: (720) 324-3130
Email: Michael@mdavislawoffice.com

To the City:

City of Fort Lupton
130 South McKinley
Fort Lupton, CO 80621
Attn: Chris Cross
Phone: (720) 466-6103
Fax: (303) 857-0351
[Email: CCross@Fortluptonco.gov](mailto:CCross@Fortluptonco.gov)

With a Copy to:

White Bear Ankele Tanaka & Waldron, P.C.
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122
Attention: Jennifer Gruber Tanaka, Esq.
Phone: (303) 858-1800
Fax: (303) 858-1801
Email: jtanaka@wbapc.com

All notices, demands, requests or other communications shall be effective upon such personal delivery, one (1) business day after being deposited with a nationally recognized overnight air courier service, or three (3) business days after deposit in the United States First Class Mail. Each Party may change its address by giving notice to the other party in accordance with the provisions hereof.

R. Amendment. This Agreement may be amended or terminated in whole or in part by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

S. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void.

T. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in

such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

U. Governing Law and Venue. This Agreement shall be governed and construed under the laws of Weld County and the State of Colorado.

V. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

W. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

X. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

Y. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

Z. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this agreement effective as of the date set forth above.

COTTONWOOD THERMO METROPOLITAN
DISTRICT

By: _____
President

Attest:

Secretary

CITY OF FORT LUPTON, COLORADO

By: _____
Mayor

Attest:

By: _____
Its: _____

APPROVED AS TO FORM:

EXHIBIT I

City Council Resolution of Approval of Service Plan

RESOLUTION NO. 2022R_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO APPROVING THE SERVICE PLAN FOR THE COTTONWOOD THERMO METROPOLITAN DISTRICT AND APPROVING THE INTERGOVERNMENTAL AGREEMENT

WHEREAS, pursuant to §32-1-204.5, C.R.S., as amended, a Service Plan (the “**Service Plan**”) for the Cottonwood Thermo Metropolitan District (the “**District**”) has been submitted to the City Council (the “**Council**”) of the City of Fort Lupton, Colorado (the “**City**”); and

WHEREAS, §32-1-204.5, C.R.S., as amended, provides that no special district shall be organized within the boundaries of the City except upon adoption of a resolution of the Council approving the Service Plan of the District; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, the Council held a public hearing on the Service Plan for the District on August 2, 2022; and

WHEREAS, notice of the hearing before the Council was duly published in the *Fort Lupton Press*, a newspaper of general circulation within the City, on July 7, 2022, as required by law, and forwarded to the petitioners, others entitled to postcard or letter notice, the Division of Local Government, and the governing body of each municipality and Title 32 district that has levied an *ad valorem* tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the Council has considered the Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the Council finds that the Service Plan should be approved unconditionally, as permitted by §§32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended; and

WHEREAS, the Council further finds that it is in the best interests of the citizens of the City to enter into an Intergovernmental Agreement (the “**IGA**”) with the District for the purpose of assigning the relative rights and responsibilities between the City and the District with respect to certain functions, operations, and obligations of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO:

- I. The City Council has jurisdiction to hear this matter.
- II. The Council hereby determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, related to the filing of the Service Plan for the District have been fulfilled and that notice of the hearing was given in the time and manner required by law.

III. The Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the Council of each of the following was presented with respect to the District:

A. There is sufficient existing and projected need for organized service in the area to be serviced by the proposed District.

B. The existing service in the area to be served by the proposed District is inadequate for present and projected needs.

C. The proposed District is capable of providing economical and sufficient service to the areas within its proposed boundaries.

D. The area to be included in the proposed District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

E. Adequate service is not, or will not be, available to the area through the City or other existing quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.

F. The facility and service standards of the proposed District are compatible with the facility and service standards of the City and each municipality which is an interested party under §32-1-204, C.R.S.

G. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.

H. The proposal is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area;

I. The creation of the proposed District will be in the best interests of the area proposed to be served; and

J. The Service Plan, based upon the statements set forth in the Service Plan and upon all evidence presented at the Public Hearing on the Service Plan, meets all conditions and requirements of §§32-1-201, *et seq.*, C.R.S.

IV. The Council hereby approves the Service Plan for the District as submitted. Nothing herein limits the City's powers with respect to the District, the property within the District, or the improvements to be constructed by the District. The City's findings are based solely upon the evidence in the Service Plan and such other evidence presented at the public hearing, and the City has not conducted any independent investigation of the evidence. The City makes no guarantee as to the financial viability of the District or the achievability of the results.

V. The Council hereby approves the IGA. The Mayor and the City Clerk are hereby authorized to execute, on behalf of the City, the IGA in substantially the form presented at this

meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

VI. This Resolution shall be filed in the records of the City and a copy thereof submitted to the District.

VII. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

INTRODUCED, READ AND PASSED this ____ day of _____ 2022.

CITY OF FORT LUPTON,

By: _____
Zo Stieber, Mayor

ATTEST:

By: _____
Mari Peña, City Clerk

APPROVED AS TO FORM:

J. Andrew Ausmus, City Attorney

EXHIBIT J
Form Maintenance Agreement

MAINTENANCE SERVICES AGREEMENT
(Snow Removal and Park and Open Maintenance Services)

This **MAINTENANCE SERVICES AGREEMENT**, including any and all exhibits attached hereto (the “**Agreement**”), is made and entered as of this ____ day of _____ 2022, by and between the **CITY OF FORT LUPTON**, a municipal corporation of the State of Colorado (the “**City**”), and the **COTTONWOOD THERMO METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”). The City and the District are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Service Plan approved by the City on _____, 2022 (the “**Service Plan**”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental maintenance agreement between the City and the District; and

WHEREAS, any capitalized term used, but not defined, in this Agreement shall have the meaning ascribed to such term in the Service Plan; and

WHEREAS, the City has established a *Snow/Ice Removal with Level Service Policy*, dated November 29, 2017 (the “**Policy**”); and

WHEREAS, the City and the District desire to keep City-owned property within District Boundaries safe, clean, orderly, and beautified; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers and property owners to enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

A. Scope of Services: Snowplowing. The District shall provide snow-removal services (the “**Services**”) within District Boundaries on City-owned streets that are not arterial or collector roads (the “**Streets**”), which Streets are depicted on the map attached hereto as **Exhibit A** and incorporated herein by this reference. The District shall perform the Services (a) in a professional manner, to the satisfaction of the City, using the degree of skill and knowledge customarily employed in the performance of such services; (b) in a timely manner to ensure the upkeep and safe use of the Streets; and (c) using reasonable efforts to minimize any annoyance, interference, or disruption to the residents, tenants, occupants, and invitees within the District.

Further, the District shall comply with the Ft. Lupton Municipal Code, the Policy, and any other applicable municipal regulations and ordinances in performing the Services.

B. Scope of Services: Parks and Open Space. The District shall operate and provide maintenance and upkeep services (“**Maintenance**”) within District Boundaries on City-owned parks and open space (the “**Parks**”), which Parks are depicted on the map attached hereto as **Exhibit B** and incorporated herein by this reference. Maintenance of the Parks includes but is not limited to irrigation services; turf, tree, and shrub care and, as necessary, replacement; lawn mowing and maintenance; and removal of litter. The District shall perform the Maintenance (a) in a professional manner, to the satisfaction of the City, using the degree of skill and knowledge customarily employed in the performance of such services; (b) in a timely manner to ensure the health and beauty of all vegetation in the Parks; and (c) using reasonable efforts to minimize any annoyance, interference, or disruption to the residents, tenants, occupants, and invitees within the District.

C. Independent Contractor. For purposes of this Agreement, the District is an independent contractor, and nothing in this Agreement shall constitute or designate the District or any of its employees or agents as employees or agents of the City. The District may select the means, manner, and method of performing its duties under this Agreement, without detailed control or direction from the City, and shall be responsible for supervising its own employees or subcontractors. The City is concerned only with the results to be obtained. The City shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the District or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state, or federal income or other tax contributions, insurance contributions (e.g., FICA taxes), workers’ compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits, or insurance. The District shall be responsible for the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the District will be deemed employees or sub-contractors of the District and will not for any purpose be considered employees or agents of the City. The District is not entitled to worker’s compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the District or some other entity other than the City, and the District is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.

D. Equal Opportunity/Employment Eligibility. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the District represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

The District hereby states that it does not knowingly employ or contract with a worker without authorization and that the District has participated in or has attempted to participate in the E-Verify Program or Department Program (formerly known as the Basic Pilot Program) (as

defined in §8-17.5-101, C.R.S.) in order to verify that it does not employ any a workers without authorization. The District affirmatively makes the follow declarations:

1. The District shall not knowingly employ or contract with a worker without authorization who will perform work under the public contract for services contemplated in this Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for Services contemplated in this Agreement.

2. The District shall not knowingly enter into a contract with a subcontractor that fails to certify to the District that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform the services contemplated in this Agreement.

3. The District has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

4. The District is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

5. If the District obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with a worker without authorization, the District shall be required to:

a. Notify the subcontractor and the City within three (3) days that the District has actual knowledge that the subcontractor is employing or contracting with a worker without authorization.

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the worker without authorization; except that the District shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

6. The District shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation involving matters under this Section 10 that such Department is undertaking pursuant to the authority established in § 8-17.5-102, C.R.S.

7. If the District violates a provision of this Agreement pursuant to which § 8-17.5-102, C.R.S., applies the City may terminate this Agreement upon three (3) days written notice

to the District. If this Agreement is so terminated, the District shall be liable for actual and consequential damages to the City.

E. Insurance Requirements.

1. The District shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit C**, attached hereto and incorporated herein by this reference. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the City may carry, and any insurance maintained by the City shall be considered excess. The City may verify or confirm, at any time, all coverage, information, or representations contained in this Agreement.

2. Prior to commencing any work under this Agreement, the District shall provide the City with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the District subcontracts any portion(s) of the Services or Maintenance, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance, and automobile liability insurance in amounts satisfactory to the City and the District; provided, however, that sub-contractors of the District shall not be required by the City to provide coverage in excess of that which is required hereunder of the District. If the coverage required expires during the term of this Agreement, the District or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

3. The District's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the District's liability under any provision in this Agreement. The District shall be responsible for the payment of any deductibles on issued policies.

F. Indemnification. To the extent permitted by law, the District shall indemnify and hold harmless the City, its directors, officers, contractors, employees, agents, and consultants (collectively, the "**City Indemnitees**"), from any and all injuries, damages, causes of actions or claims which result from negligence on the part of the District, its agents, or employees under the Agreement. Insurance coverage requirements specified in this Agreement will in no way lessen or limit the liability of the District under the terms of this indemnification obligation. The District shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section F. This defense and indemnification obligation will survive the expiration or termination of this Agreement.

G. Assignment. The District shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the City. Any attempted assignment of this Agreement in whole or in part with respect to which the City has not consented, in writing, shall be null and void and of no effect whatsoever.

H. Sub-Contractors. The District is solely and fully responsible to the City for the performance of all Services and Maintenance in accordance with the terms set forth in this Agreement, whether performed by the District or a subcontractor engaged by the District, and neither the City's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the District's duties, liabilities, or obligations under this Agreement. The District agrees that each and every agreement of the District with any subcontractor to perform Services or Maintenance under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement, holding the City harmless for the acts of the subcontractor. Prior to commencing any Services or Maintenance, a subcontractor shall provide evidence of insurance coverage to the City in accordance with the requirements of this Agreement. The District further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

I. Material Modification. Actions of the District which violate the limitations set forth in Sections A-H above or Chapter 19 of the Municipal Code shall be deemed to be material modifications to the Service Plan requiring amendment of the Service Plan in accordance with the procedural requirements of Chapter 19 of the Municipal Code, and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District. The remedies herein shall be in addition to any remedies the City may have or actions the City may bring under Section 32-1-207, C.R.S., or any other applicable statute. The District shall have thirty (30) days to cure such material modification. If the material modification is of a type that is not capable of being cured within the 30-day period and the District shall give written notice to the City within the 30-day period that it is actively and diligently pursuing the cure, the District will have a reasonable period of time given the nature of the material modification following the end of the 30-day period, but not to exceed sixty (60) days, to cure the material modification, provided that the District is at all times actively and diligently pursuing the cure, failing which, the District will be in default under this Agreement. In the event the District fails to complete the cure or take any action to cure the material modification, the City may impose any sanctions allowed by the Municipal Code or statute. Nothing herein is intended to modify or prevent the use of the provisions of Section 32-1-207(3)(b), C.R.S.

J. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:

Cottonwood Thermo Metropolitan District
c/o Law Office of Michael E. Davis, LLC
1151 Eagle Drive, Suite 366
Loveland, CO 80537
Attn: Michael E. Davis, *Esq.*
Phone: (720) 324-3130
Email: Michael@MDavisLawOffice.com

To the City:

City of Fort Lupton
130 South McKinley
Fort Lupton, CO 80621
Attn: Chris Cross
Phone: (720) 466-6103
Fax: (303) 857-0351
Email: CCross@Fortluptonco.gov

With a Copy to:

White Bear Ankele Tanaka & Waldron, P.C.
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122
Attention: Jennifer Gruber Tanaka, *Esq.*
Phone: (303) 858-1800
Fax: (303) 858-1801
Email: jtanaka@wbapc.com

All notices, demands, requests or other communications shall be effective upon such personal delivery, one (1) business day after being deposited with a nationally recognized overnight air courier service, or three (3) business days after deposit in the United States First Class Mail. Each Party may change its address by giving notice to the other party in accordance with the provisions hereof.

K. Amendment. The Parties may amend or terminate this Agreement in whole or in part by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

L. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void.

M. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

N. Governing Law and Venue. This Agreement shall be governed and construed under the laws of Weld County and the State of Colorado.

O. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

P. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

Q. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

R. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

S. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this agreement effective as of the date set forth above.

COTTONWOOD THERMO METROPOLITAN
DISTRICT

By: _____
President

Attest:

Secretary

CITY OF FORT LUPTON, COLORADO

By: _____
Mayor

Attest:

By: _____
Its: _____

APPROVED AS TO FORM:

EXHIBIT A
Map of Streets

EXHIBIT B
Map of Parks and Open Space

EXHIBIT C

INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section E of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of District involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:

- premises operations;
- personal injury liability without employment exclusion;
- limited contractual;
- broad form property damages, including completed operations;
- medical payments;
- products and completed operations;
- independent consultants coverage;
- coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**

EXHIBIT C-1
Insurance Certificate(s)

RESOLUTION NO. 2022R_____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT
LUPTON, COLORADO APPROVING THE SERVICE PLAN FOR THE
COTTONWOOD THERMO METROPOLITAN DISTRICT AND
APPROVING THE INTERGOVERNMENTAL AGREEMENT**

WHEREAS, pursuant to §32-1-204.5, C.R.S., as amended, a Service Plan (the “**Service Plan**”) for the Cottonwood Thermo Metropolitan District (the “**District**”) has been submitted to the City Council (the “**Council**”) of the City of Fort Lupton, Colorado (the “**City**”); and

WHEREAS, §32-1-204.5, C.R.S., as amended, provides that no special district shall be organized within the boundaries of the City except upon adoption of a resolution of the Council approving the Service Plan of the District; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, the Council held a public hearing on the Service Plan for the District on August 2, 2022; and

WHEREAS, notice of the hearing before the Council was duly published in the *Fort Lupton Press*, a newspaper of general circulation within the City, on July 7, 2022, as required by law, and forwarded to the petitioners, others entitled to postcard or letter notice, the Division of Local Government, and the governing body of each municipality and Title 32 district that has levied an *ad valorem* tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the Council has considered the Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the Council finds that the Service Plan should be approved unconditionally, as permitted by §§32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended; and

WHEREAS, the Council further finds that it is in the best interests of the citizens of the City to enter into an Intergovernmental Agreement (the “**IGA**”) with the District for the purpose of assigning the relative rights and responsibilities between the City and the District with respect to certain functions, operations, and obligations of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF FORT LUPTON, COLORADO:**

- I. The City Council has jurisdiction to hear this matter.
- II. The Council hereby determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, related to the filing of the Service Plan for the District have been fulfilled and that notice of the hearing was given in the time and manner required by law.
- III. The Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and

that evidence satisfactory to the Council of each of the following was presented with respect to the District:

A. There is sufficient existing and projected need for organized service in the area to be serviced by the proposed District.

B. The existing service in the area to be served by the proposed District is inadequate for present and projected needs.

C. The proposed District is capable of providing economical and sufficient service to the areas within its proposed boundaries.

D. The area to be included in the proposed District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

E. Adequate service is not, or will not be, available to the area through the City or other existing quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.

F. The facility and service standards of the proposed District are compatible with the facility and service standards of the City and each municipality which is an interested party under §32-1-204, C.R.S.

G. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.

H. The proposal is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area;

I. The creation of the proposed District will be in the best interests of the area proposed to be served; and

J. The Service Plan, based upon the statements set forth in the Service Plan and upon all evidence presented at the Public Hearing on the Service Plan, meets all conditions and requirements of §§32-1-201, *et seq.*, C.R.S.

IV. The Council hereby approves the Service Plan for the District as submitted. Nothing herein limits the City's powers with respect to the District, the property within the District, or the improvements to be constructed by the District. The City's findings are based solely upon the evidence in the Service Plan and such other evidence presented at the public hearing, and the City has not conducted any independent investigation of the evidence. The City makes no guarantee as to the financial viability of the District or the achievability of the results.

V. The Council hereby approves the IGA. The Mayor and the City Clerk are hereby authorized to execute, on behalf of the City, the IGA in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

VI. This Resolution shall be filed in the records of the City and a copy thereof submitted to the District.

VII. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

INTRODUCED, READ AND PASSED this ____ day of _____ 2022.

CITY OF FORT LUPTON,

By: _____
Zo Stieber, Mayor

ATTEST:

By: _____
Mari Peña, City Clerk

APPROVED AS TO FORM:

J. Andrew Ausmus, City Attorney

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE CITY OF FORT LUPTON, COLORADO
AND
COTTONWOOD THERMO METROPOLITAN DISTRICT**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into as of this ____ day of _____, 2022 (this “**Agreement**”) by and between the CITY OF FORT LUPTON, a municipal corporation of the State of Colorado (“**City**”), and COTTONWOOD THERMO METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”). The City and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Service Plan approved by the City on _____, 2022 (the “**Service Plan**”); and

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

WHEREAS, any capitalized term used, but not defined, in this Agreement shall have the meaning ascribed to such term in the Service Plan; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers and property owners to enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

A. Operations and Maintenance. The District shall be authorized to operate and maintain Public Improvements not conveyed to the City or other governmental entity having proper jurisdiction. In addition, the District may perform homeowners’ association functions for the property within its boundaries including, but not limited to, ownership, operation and maintenance of parks, trails, open space and common areas, Covenant Enforcement and Design Review Services, and social functions through designation of the District as the enforcement entity in the Covenants recorded against the Project.

B. Maintenance of City-owned Streets, Parks, and Open Space. The District shall provide snow-removal services within the District Boundaries on City-owned streets that are not arterial or collector roads, as more particularly set forth in the Maintenance IGA defined by and required by the Service Plan. In addition, the District shall operate and maintain City-owned parks

and open spaces within the District Boundaries, including, but not limited to, irrigation services, turf, tree, and shrub care and, as necessary, replacement, lawn mowing and maintenance, and removal of litter, as more particularly set forth in the Maintenance IGA. The District shall approve and execute the Maintenance IGA immediately after completion of the construction of the street and/or parks and open space improvements and prior to performing the required maintenance. Failure to timely approve and execute the Maintenance IGA shall constitute a material modification of the Service Plan.

C. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the applicable standards and specifications of the City, including without limitation any Subdivision Improvement Agreement(s) with the City applicable to such Public Improvements, and of other governmental entities having proper jurisdiction. All facilities conveyed or otherwise dedicated to the City or other entity designated by the City shall be free and clear of any lien, claim, encumbrance or demand and shall be subject to the City's normal warranty procedures.

D. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

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

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

E. Inclusion Limitation. The District shall not include within its boundaries any property outside the Inclusion Area Boundaries without the prior written consent of the City.

F. Overlap Limitation. The District shall not consent to the organization of another district under the Special District Act which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed district, combined with the mill levy for payment of Debt by the District, will not at any time exceed the Maximum Debt Mill Levy of the District.

G. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

H. Total Debt Issuance Limitation. The District shall not issue Debt in excess of the Total Debt Issuance Limit.

I. Monies from Other Governmental Sources. The District shall not apply for or accept Colorado Trust Funds, Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and be a revenue source for the District without any limitation.

J. Eminent Domain Limitation. The District shall not exercise the power of eminent domain to obtain any real property owned by the City without the prior written approval of the City Council, as evidenced by resolution after a public hearing thereon.

K. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City.

L. Bankruptcy Limitation. All of the limitations contained in the Service Plan have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

1. Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

2. Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

M. Maximum Debt Mill Levy.

1. The “Maximum Debt Mill Levy” of the District, which shall be subject to the Mill Levy Adjustment, shall be the maximum mill levy the District is permitted to impose upon the Taxable Property within the District for payment of Debt and shall be 55.277 mills for so long as the total amount of aggregate Debt of the District exceeds fifty percent (50%) of the District’s assessed valuation. At such time as the total amount of aggregate Debt of the District is equal to or less than fifty percent (50%) of the District’s assessed valuation, either on the date of issuance of any Debt or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy if End Users cast the majority of affirmative votes taken by the District’s Board at the meeting authorizing such action, and, as a result, the mill levy may be such amount as is necessary to pay the debt service on such Debt, and the Board may further provide that such Debt shall remain secured by such increased mill levy, notwithstanding any subsequent change in the District’s Debt to assessed value ratio.

2. The “Maximum Operation and Maintenance Mill Levy” of the District, which shall be subject to a Mill Levy Adjustment, shall be the maximum mill levy the District is permitted to impose upon the Taxable Property within the District for payment of administrative, operation and maintenance costs, and shall be 55.277 mills until such time that the District issues Debt. After the District issues Debt, the Maximum Operation and Maintenance Mill Levy, when combined with the Debt service mill levy imposed for Debt, shall not exceed 70.000 mills, which combined mill levy limit shall be subject to a Mill Levy Adjustment. The Maximum Operation and Maintenance Mill Levy shall apply to the District’s ability to increase its mill levy as necessary for provision of administrative, operation and maintenance services to its taxpayers and service users until such time as End Users cast the majority of affirmative votes taken by the District’s Board at a meeting authorizing the elimination of such Maximum Operation and Maintenance Mill Levy, at which time the mill levy may be such amount as is necessary to pay the administrative, operation and maintenance costs.

3. For purposes of the foregoing, once Debt has been determined to be within VI.C.1, above, so that the District is entitled to pledge to its payment an unlimited *ad valorem* mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District’s Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S., and all other requirements of State law.

All issuances of general obligation Bonds shall be deemed to be in compliance with the Financial Plan so long as the Minimum Criteria, as hereinafter defined, have been met. “Minimum Criteria” shall mean that the general obligation Bonds are: (1) subject to the Maximum Debt Mill Levy; (2) together with other outstanding general obligation Bonds of the District, not in excess of the Total Debt Issuance Limit; (3) together with other outstanding general obligation Bonds of the District, not in excess of the general obligation debt authority provided by the District’s electorate; (4) do not allow for the acceleration of Debt as a remedy against the District; and (5) issued in compliance with the applicable requirements of Section 321-1101(6), C.R.S. Any issuance of general obligation Bonds that does not satisfy the Minimum Criteria shall constitute a material modification of this Service Plan and a default under this Agreement.

The costs of constructing the Public Improvements may be paid from available District mill levy revenues, Debt and/or advances from the Developer. The District shall be authorized to reimburse Developer advances, if any, with interest at a market reasonable rate from District mill levy revenues and/or proceeds from Debt privately placed with the Developer, and other legally available revenues of the District. Any such privately placed Debt shall be subject to the Privately Placed Debt Limitation set forth in Section V.A.4 and the Minimum Criteria. Any Developer advances shall either be paid when bonds are issued by the District or shall be subordinate to any District debt, and only the Developer will hold the instruments evidencing such advances or financing.

In the event that the District determines that it is in the best interests of the District and its taxpayers to issue general obligation Bonds to parties other than the Developer to: (i) reimburse the Developer for Developer advances; (ii) refund or restructure Debt previously placed with the Developer; or (iii) finance Public Improvements, the District shall prepare a plan of finance for the purpose of determining whether the proposed issuance satisfies the Minimum Criteria. The plan of finance will include the amount of Bonds to be issued, uses of proceeds therefrom (including, if any, capitalized interest and costs of

issuance), sources of revenues securing repayment of the Bonds and the repayment schedule for the Bonds, all as required by Section 19-5(c)(1)c.1-4 of the Municipal Code. Debt Repayment Sources.

The District may impose mill levies as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the Board's discretion, these may include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time. In no event shall the debt service mill levy certified by the District exceed the Maximum Debt Mill Levy.

N. Dissolution. The District shall take all action necessary to dissolve, pursuant to Sections 32-1-701, *et seq.*, C.R.S., if the City files an application with the District no sooner than ten (10) years after the date of organization of the District for dissolution pursuant to Section 32-1-701 (3), C.R.S., provided that the District has no outstanding debt or outstanding operation and maintenance responsibilities at the time of the request.

O. Meeting Notices/Annual Report. The District shall deliver written notice of every regular or special meeting to the office of the City Clerk, by email, mail or by hand, at least 72 hours prior to such meeting; however, in the event Section 19-5(c)(1)k of the Municipal Code is amended to change the timeframe for this advanced notice requirement, this Agreement and the Service Plan shall be automatically updated to a corresponding timeframe without further action of the City Council. The District shall be responsible for submitting an annual report to the City no later than July 1st of each year following the year in which the Order and Decree creating the District has been recorded.

P. Material Modification. Actions of the District which violate the limitations set forth in Sections A-L above or Chapter 19 of the Municipal Code shall be deemed to be material modifications to the Service Plan requiring amendment of the Service Plan in accordance with the procedural requirements of Chapter 19 of the Municipal Code, and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District. The remedies herein shall be in addition to any remedies the City may have or actions the City may bring under Section 32-1-207, C.R.S., or any other applicable statute. The District shall have thirty (30) days to cure such material modification. If the material modification is of a type that is not capable of being cured within the 30-day period and the District shall give written notice to the City within the 30-day period that it is actively and diligently pursuing the cure, the District will have a reasonable period of time given the nature of the material modification following the end of the 30-day period, but not to exceed sixty (60) days, to cure the material modification, provided that the District is at all times actively and diligently pursuing the cure, failing which, the District will be in default under this Agreement. In the event the District fails to complete the cure or take any action to cure the material modification, the City may impose any sanctions allowed by the Municipal Code or statute. Nothing herein is intended to modify or prevent the use of the provisions of Section 32-1-207(3)(b), C.R.S.

Q. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:

Cottonwood Thermo Metropolitan District
c/o Law Office of Michael E. Davis, LLC
1151 Eagle Drive, Suite 366
Loveland, CO 80537
Attn: Michael E. Davis, *Esq.*
Phone: (720) 324-3130
Email: Michael@mdavislawoffice.com

To the City:

City of Fort Lupton
130 South McKinley
Fort Lupton, CO 80621
Attn: Chris Cross
Phone: (720) 466-6103
Fax: (303) 857-0351
Email: CCross@Fortluptonco.gov

With a Copy to:

White Bear Ankele Tanaka & Waldron, P.C.
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122
Attention: Jennifer Gruber Tanaka, *Esq.*
Phone: (303) 858-1800
Fax: (303) 858-1801
Email: jtanaka@wbapc.com

All notices, demands, requests or other communications shall be effective upon such personal delivery, one (1) business day after being deposited with a nationally recognized overnight air courier service, or three (3) business days after deposit in the United States First Class Mail. Each Party may change its address by giving notice to the other party in accordance with the provisions hereof.

R. Amendment. This Agreement may be amended or terminated in whole or in part by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

S. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void.

T. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

U. Governing Law and Venue. This Agreement shall be governed and construed under the laws of Weld County and the State of Colorado.

V. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

W. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

X. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

Y. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

Z. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this agreement effective as of the date set forth above.

COTTONWOOD THERMO METROPOLITAN
DISTRICT

By: _____
President

Attest:

Secretary

CITY OF FORT LUPTON, COLORADO

By: _____
Mayor

Attest:

By: _____
Its: _____

APPROVED AS TO FORM:

Colorado Community Media
750 W. Hampden Ave. Suite 225
Englewood, CO 80110

Cottonwood Thermo MD (Davis) **
c/o LAW OFFICE OF MICHAEL E. DAVIS, LLC
5910 S. University Blvd, C-18, #203
Greenwood Village CO 80121

AFFIDAVIT OF PUBLICATION

State of Colorado }
County of Weld } ss

This Affidavit of Publication for the Fort Lupton Press, a weekly newspaper, printed and published for the County of Weld, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made 7/14/2022, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.

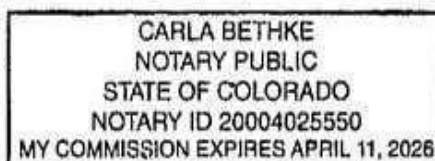


For the Fort Lupton Press

State of Colorado }
County of Arapahoe } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Linda Shapley, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 7/14/2022. Linda Shapley has verified to me that she has adopted an electronic signature to function as her signature on this document.

20004025550-109894
Carla Bethke
Notary Public
My commission ends April 11, 2026



Public Notice

NOTICE OF PUBLIC HEARING REGARDING THE ORGANIZATION OF SPECIAL DISTRICT

IN RE THE PROPOSED COTTONWOOD
THERMO METROPOLITAN DISTRICT, CITY
OF FORT LUPTON, COUNTY OF WELD,
STATE OF COLORADO

PUBLIC NOTICE IS HEREBY GIVEN that, pursuant to § 32-1-204(1), C.R.S., a service plan (the "Service Plan") for the proposed Cottonwood Thermo Metropolitan District (the "District") has been filed with the City of Fort Lupton, Colorado (the "City"). The Service Plan is available for public inspection in the office of the City Clerk.

NOTICE IS HEREBY FURTHER GIVEN that the Fort Lupton City Council (the "City Council") will hold a public hearing at **6:00 p.m. or soon thereafter, on Tuesday, August 2, 2022**, at the City Hall located at 130 South McKinley Avenue to review the proposed Service Plan, and to form a basis for a resolution approving, disapproving or conditionally approving such Service Plan. This meeting will be conducted both remotely and in-person. Members of the public are invited to attend and may join in person or remotely by registering at: <https://global.gotomeeting.com/join/851983253>. The City Council may, in its own discretion, continue the hearing to a subsequent meeting.

The District is located entirely within the City limits of Fort Lupton, and includes property generally described as a parcel containing approximately 41.1 acres located at the southwest corner of WCR31 and WCR14-1/2 (14th Street).

The District is proposed to be organized as a metropolitan district to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, and limited operations and maintenance of the public improvements needed for the Cottonwood Thermo development and will have the authority to impose mill levies for repayment of debt and for limited administrative, operation and maintenance purposes. For debt service, the maximum mill levy that may be imposed by the District upon taxable property within the District's boundaries shall not exceed 55.277 mills; however, this maximum shall not apply when the total amount of debt is equal to or less than fifty percent (50%) of a District's assessed valuation if end users (as defined in the Service Plan) cast the majority of votes taken by the Board of Directors to impose a higher mill levy for the payment of debt. The maximum operation and maintenance mill levy that may be imposed by the District upon taxable property within the District's boundaries shall not exceed 55.277 mills provided, however, that the combined mill levy for both debt service and operations and maintenance shall not exceed 70.000 mills. If the method of calculating assessed valuation is changed by law, the maximum mill levies may be increased or decreased to reflect such changes.

NOTICE IS HEREBY FURTHER GIVEN that any protests or objections to the proposed Service Plan must be submitted in writing to the City Council at or prior to the hearing, or any continuance or postponement thereof, in order to be considered. All protests and objections to the Service Plan shall be deemed waived unless presented in writing at the time and manner specified above. Any person owning property in the proposed District may request that such property be excluded from the District prior to approval of the Service Plan and shall submit such request, in writing, to the City Manager no later than ten days prior to the public hearing.

**BY ORDER OF THE CITY COUNCIL OF THE
CITY OF FORT LUPTON**

Legal Notice No. FLP654
First Publication: July 14, 2022
Last Publication: July 14, 2022
Publish in: Fort Lupton Press

CERTIFICATE OF MAILING

I hereby certify that a true and correct copy of the following NOTICE OF PUBLIC HEARING for the Cottonwood Thermo Metropolitan District was mailed on Tuesday, July 05, 2022, by placing same in envelopes with U.S. Mail, first-class postage prepaid and addressed as set forth below:

SEE EXHIBIT A

Dated July 5, 2022.

M.O.

By: Marisa Davis

STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 5th day of July, 2022, by Marisa Davis as an individual.

WITNESS my hand and official seal.

My commission expires: May 16, 2026

(SEAL)

Willy Adams
Notary Public

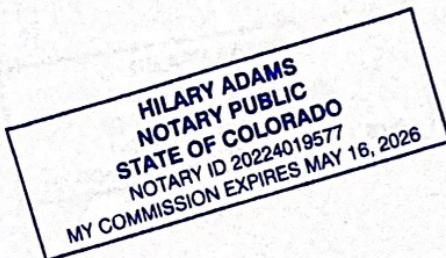


Exhibit A

**NOTICE OF PUBLIC HEARING REGARDING THE
ORGANIZATION OF SPECIAL DISTRICT**

IN RE THE PROPOSED COTTONWOOD THERMO METROPOLITAN DISTRICT, CITY OF
FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO

PUBLIC NOTICE IS HEREBY GIVEN that, pursuant to § 32-1-204(1), C.R.S., a service plan (the “**Service Plan**”) for the proposed Cottonwood Thermo Metropolitan District (the “**District**”) has been filed with the City of Fort Lupton, Colorado (the “**City**”). The Service Plan is available for public inspection in the office of the City Clerk.

NOTICE IS HEREBY FURTHER GIVEN that the Fort Lupton City Council (the “**City Council**”) will hold a public hearing at 6:00 p.m. or soon thereafter, on Tuesday, August 2, 2022, at the City Hall located at 130 South McKinley Avenue to review the proposed Service Plan, and to form a basis for a resolution approving, disapproving or conditionally approving such Service Plan. This meeting will be conducted both remotely and in-person. Members of the public are invited to attend and may join in person or remotely by registering at: <https://global.gotomeeting.com/join/851983253>. The City Council may, in its own discretion, continue the hearing to a subsequent meeting.

The District is located entirely within the City limits of Fort Lupton, and includes property generally described as a parcel containing approximately 41.1 acres located at the southwest corner of WCR31 and WCR14-1/2 (14th Street).

The District is proposed to be organized as a metropolitan district to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, and limited operations and maintenance of the public improvements needed for the Cottonwood Thermo development and will have the authority to impose mill levies for repayment of debt and for limited administrative, operation and maintenance purposes. For debt service, the maximum mill levy that may be imposed by the District upon taxable property within the District’s boundaries shall not exceed 55.277 mills; however, this maximum shall not apply when the total amount of debt is equal to or less than fifty percent (50%) of a District’s assessed valuation if end users (as defined in the Service Plan) cast the majority of votes taken by the Board of Directors to impose a higher mill levy for the payment of debt. The maximum operation and maintenance mill levy that may be imposed by the District upon taxable property within the District’s boundaries shall not exceed 55.277 mills provided, however, that the combined mill levy for both debt service and operations and maintenance shall not exceed 70.000 mills. If the method of calculating assessed valuation is changed by law, the maximum mill levies may be increased or decreased to reflect such changes.

NOTICE IS HEREBY FURTHER GIVEN that any protests or objections to the proposed Service Plan must be submitted in writing to the City Council at or prior to the hearing, or any continuance or postponement thereof, in order to be considered. All protests and objections to the Service Plan shall be deemed waived unless presented in writing at the time and manner specified above. Any person owning property in the proposed District may request that such property be excluded from the District prior to approval of the Service Plan and shall submit such request, in writing, to the City Manager no later than ten days prior to the public hearing.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON.

COTTONWOOD DEVELOPMENT
PARTNERS LLC
4040 MACARTHUR BLVD STE 250
NEWPORT BEACH, CA 926602509

Central Colorado Water
3209 West 28th Street
Greeley, CO 80634

Central Weld County Water District
2235 Second Avenue
Greeley, CO 80631

Cottonwood Greens
Metropolitan District No. 1
390 Union Boulevard, Suite 400
Denver, CO 80228

Cottonwood Greens
Metropolitan District No. 2
c/o Law Office of Michael E. Davis, LLC
5910 S. University Blvd., Ste. C-18, #203
Greenwood Village, CO 80121

Cottonwood Greens
Metropolitan District No. 5
c/o Law Office of Michael E. Davis, LLC
5910 S. University Blvd., Ste. C-18, #203
Greenwood Village, CO 80121

City of Fort Lupton
130 South McKinley Avenue
Fort Lupton, CO 80621

Fort Lupton Fire Protection District
1121 Denver Avenue
Fort Lupton, CO 80621

Hudson Fire Protection District
PO Box 7
Hudson, CO 80642

Lupton Village Commercial
Metropolitan District
c/o Law Office of Michael E. Davis, LLC
5910 S. University Blvd., Ste. C-18, #203
Greenwood Village, CO 80121

Lupton Village Residential
Metropolitan District
c/o Law Office of Michael E. Davis, LLC
5910 S. University Blvd., Ste. C-18, #203
Greenwood Village, CO 80121

Mountain Sky Metropolitan District
c/o Norton & Smith, P.C.
1331 17th Street, Suite 500
Denver, CO 80202-1555

Murata Farms Commercial Metropolitan
District
c/o Law Office of Michael E. Davis, LLC
5910 S. University Blvd., Ste. C-18, #203
Greenwood Village, CO 80121

Murata Farms Residential
Metropolitan District
c/o Law Office of Michael E. Davis, LLC
5910 S. University Blvd., Ste. C-18, #203
Greenwood Village, CO 80121

North Land Industrial
Metropolitan District Nos. 1-2
c/o White Bear Ankele
Tanaka & Waldron, P.C.
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122

Northern Colorado Water District
220 Water Avenue
Berthoud, CO 80513

Platte River Metropolitan District
c/o Law Office of Michael E. Davis, LLC
5910 S. University Blvd., Ste. C-18, #203
Greenwood Village, CO 80121

Real Weld Metropolitan District
c/o Law Office of Michael E. Davis, LLC
5910 S. University Blvd., Ste. C-18, #203
Greenwood Village, CO 80121

Vincent Village Metropolitan District
c/o Collins Cockrel & Cole, P.C.
390 Union Boulevard, Suite 400
Denver, CO 80228

Weld County
Board of County Commissioners
1150 O Street
Greeley, CO 80631

RESOLUTION NO. 2022R_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO APPROVING THE SERVICE PLAN FOR THE COTTONWOOD THERMO METROPOLITAN DISTRICT AND APPROVING THE INTERGOVERNMENTAL AGREEMENT

WHEREAS, pursuant to §32-1-204.5, C.R.S., as amended, a Service Plan (the “**Service Plan**”) for the Cottonwood Thermo Metropolitan District (the “**District**”) has been submitted to the City Council (the “**Council**”) of the City of Fort Lupton, Colorado (the “**City**”); and

WHEREAS, §32-1-204.5, C.R.S., as amended, provides that no special district shall be organized within the boundaries of the City except upon adoption of a resolution of the Council approving the Service Plan of the District; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, the Council held a public hearing on the Service Plan for the District on August 2, 2022; and

WHEREAS, notice of the hearing before the Council was duly published in the *Fort Lupton Press*, a newspaper of general circulation within the City, on July 7, 2022, as required by law, and forwarded to the petitioners, others entitled to postcard or letter notice, the Division of Local Government, and the governing body of each municipality and Title 32 district that has levied an *ad valorem* tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the Council has considered the Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the Council finds that the Service Plan should be approved unconditionally, as permitted by §§32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended; and

WHEREAS, the Council further finds that it is in the best interests of the citizens of the City to enter into an Intergovernmental Agreement (the “**IGA**”) with the District for the purpose of assigning the relative rights and responsibilities between the City and the District with respect to certain functions, operations, and obligations of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO:

- I. The City Council has jurisdiction to hear this matter.
- II. The Council hereby determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, related to the filing of the Service Plan for the District have been fulfilled and that notice of the hearing was given in the time and manner required by law.
- III. The Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the

opportunity to be heard and that evidence satisfactory to the Council of each of the following was presented with respect to the District:

- A. There is sufficient existing and projected need for organized service in the area to be serviced by the proposed District.
 - B. The existing service in the area to be served by the proposed District is inadequate for present and projected needs.
 - C. The proposed District is capable of providing economical and sufficient service to the areas within its proposed boundaries.
 - D. The area to be included in the proposed District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.
 - E. Adequate service is not, or will not be, available to the area through the City or other existing quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.
 - F. The facility and service standards of the proposed District are compatible with the facility and service standards of the City and each municipality which is an interested party under §32-1-204, C.R.S.
 - G. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.
 - H. The proposal is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area;
 - I. The creation of the proposed District will be in the best interests of the area proposed to be served; and
 - J. The Service Plan, based upon the statements set forth in the Service Plan and upon all evidence presented at the Public Hearing on the Service Plan, meets all conditions and requirements of §§32-1-201, *et seq.*, C.R.S.
- IV. The Council hereby approves the Service Plan for the District as submitted. Nothing herein limits the City's powers with respect to the District, the property within the District, or the improvements to be constructed by the District. The City's findings are based solely upon the evidence in the Service Plan and such other evidence presented at the public hearing, and the City has not conducted any independent investigation of the evidence. The City makes no guarantee as to the financial viability of the District or the achievability of the results.
- V. The Council hereby approves the IGA. The Mayor and the City Clerk are hereby authorized to execute, on behalf of the City, the IGA in substantially the form presented at this

meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

- VI. This Resolution shall be filed in the records of the City and a copy thereof submitted to the District.
- VII. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO THIS 2ND DAY OF AUGUST 2022.

CITY OF FORT LUPTON, COLORADO

Zo Stieber-Hubbard, Mayor

ATTEST:

Maricela Peña, City Clerk

APPROVED AS TO FORM:

J. Andrew Ausmus, City Attorney



SUBJECT FOR DISCUSSION

Approve a Resolution Approving Service Plan for Cottonwood Townhomes Metropolitan District and
Approve Intergovernmental Agreement with District

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Cottonwood Development Partners, LLC, a Colorado limited liability company, the applicant for Cottonwood Townhomes Metropolitan District (the “District”), has submitted a Service Plan (the “Service Plan”) pursuant to the City’s Special District Policy, contained in Chapter 19 of the Code. The Service Plan meets the criteria of and complies with the requirements set forth in the City’s Special District Policy.

The purpose of approving the service plan is to authorize the District to provide for planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements required for development of the Cottonwood Townhomes PUD. Please refer to the Service Plan Exhibit E for more details on the public improvements that may be funded by the District.

Future development will be required to complete additional filings, improvements agreements, and/or site plans prior to construction. Each phase of development will still require public hearings and final review and approval by City Council.

The City’s Special District Policy and Title 32 require a public hearing before City Council and published and actual notice of the hearing. The District published notice of the hearing in the Fort Lupton News Press on July 7, 2022, and mailed notice as required by the City’s Special District Policy and Title 32.

Legal counsel for the District will be present at the hearing to answer questions on the Service Plan and to request approval of the Service Plan and IGA.

FINANCIAL CONSIDERATIONS

None.

LEGAL/POLITICAL CONSIDERATIONS

The Service Plan and the Intergovernmental Agreement each comply with the City’s Special District Policy set forth in Chapter 19. The City Council has the ability to approve, disapprove, or conditionally approve the request.

ALTERNATIVES/OPTIONS

- 1.) Adopt the Resolution.
- 2.) Do not adopt the Resolution.
- 3.) Adopt the Resolution with additional conditions.
- 4.) Continue the Resolution to the next Council meeting.

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

STAFF RECOMMENDATIONS

Staff recommends approval of the Service Plan and the Intergovernmental Agreement as presented through adoption of the proposed Resolution.

Attachments:

- a. Executive Summary of Proposed Service Plan
- b. Service Plan for Cottonwood Townhomes Metropolitan District
- c. Intergovernmental Agreement with Cottonwood Townhomes Metropolitan District
- d. Affidavit of Publication for Public Hearing and Certificate of Mailing of Notice of Public Hearing
- e. Resolution 2022Rxxx Approving Service Plan and Intergovernmental Agreement

**Executive Summary of Proposed Service Plan
for the
Cottonwood Townhomes Metropolitan District**

Applicant:	Cottonwood Development Partners, LLC, a Colorado limited liability company
General Location:	.42 acres located at the northeast corner of College Avenue and 9 th Street
Type of Development:	Residential
Number of Districts:	Single
Total Acreage:	14.1 Acres
Submittal Date:	June 28, 2022
Hearing Date:	August 2, 2022
Publication of Hearing:	Fort Lupton Press, July 7, 2022
Mailing of Notices:	July 5, 2022

The following is an executive summary of the key terms of the proposed Service Plan and is not intended to be an all-inclusive analysis of City Code requirements or proposed terms.

CITY CODE REQUIREMENT	CODE CITATION	MODEL SERVICE PLAN PROVISION	PROPOSED SERVICE PLAN
REQUIRED INFORMATION			
A description of the facilities proposed to be provided by the district	Chapter 19-5(c)(1)b	Section V; Exhibit E (Capital Improvements Plan)	X
Financial Plan	Chapter 19-5(c)(1)c	Section VI; Exhibit G (Financial Plan)	X
Debt Limit: amount projected and authorized in the financing plan, plus 20%.	Chapter 19-5(c)(1)c.1	Total Debt Issuance Limit definition; Section V.A.8; Section VI; Exhibit G (Financial Plan)	\$6,054,000 (\$5,045,000 x 120%)
Mill Levy Limitations	Chapter 19-5(c)(1)c.4	Section VI.C & I	X
“Maximum Debt Mill Levy”: 55.277 mills, as adjusted for Gallagher.	Chapter 19-5(c)(1)c.4A	Section VI.C	55.277 mills, as adjusted for Gallagher
“Maximum Operation and Maintenance Mill Levy”: 55.277 mills until district issues Debt, then, when combined with the debt service mill levy, shall not exceed 70 mills.	Chapter 19-5(c)(1)c.4B	Section VI.I	55.277 mills until district issues Debt, then, when combined with the debt service mill levy, shall not exceed 70 mills
A map of the district’s boundaries and a map of any inclusion area boundaries	Chapter 19-5(c)(1)d	Section III; Exhibits A, A-2, B, B-2, and C; Section V.A.5	X
Capital Improvements Plan and Engineer Estimates	Chapter 19-5(c)(1)e	Section V.B; Exhibit E	\$5,329,800
Operation and Maintenance Responsibilities	Chapter 19-5(c)(1)b	Section V.A.2	X
Property Owner Consent	Chapter 19-5(c)(1)f	Exhibit D	X
Annual Report	Chapter 19-5(c)(1)l	Section VII.B.	X
Mill Levy Comparison Chart	Chapter 19-5(c)(1)o	Section VI.I; Exhibit F	X
Disclosure Notice to Property Owners	Chapter 19-5(c)(1)p	Section IX	X
IGA with City	Chapter 19-5(c)(1)r	Section X; Exhibit H	X

SERVICE PLAN
FOR
COTTONWOOD TOWNHOMES METROPOLITAN DISTRICT
CITY OF FORT LUPTON, COLORADO

Approved _____, 2022

Submitted by:
LAW OFFICE OF MICHAEL E. DAVIS, LLC
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LIST OF EXHIBITS

EXHIBIT A-1	Initial District Boundaries Legal Description
EXHIBIT A-2	Initial District Boundaries Map
EXHIBIT B-1	Inclusion Area Boundaries Legal Description
EXHIBIT B-2	Inclusion Area Boundaries Map
EXHIBIT C	Vicinity Map
EXHIBIT D	Property Owner's Consent
EXHIBIT E	Capital Improvements Plan
EXHIBIT F	Mill Levy Comparison Report
EXHIBIT G	Financial Plan
EXHIBIT H	Form - Intergovernmental Agreement
EXHIBIT I	City Council Resolution of Approval of Service Plan
EXHIBIT J	Form – Maintenance Intergovernmental Agreement

I. INTRODUCTION

A. Purpose and Intent.

The District is an independent unit of local government, separate and distinct from the City of Fort Lupton, Colorado (the “City”), and, except as may otherwise be provided for by State or local law or this Service Plan, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of this Service Plan. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction and installation of these Public Improvements and provide ongoing operation and maintenance services as more specifically set forth in this Service Plan.

Upon approval of this Service Plan and formation of the District, the District will conduct its operations and undertake all activities and actions in accordance with the terms and limitations set forth herein. The approval of this Service Plan does not obligate the City to approve any zoning, subdivision, planning, building permit, or other land use matter for the owners of any real property located within the District which may be served by the Public Improvements. The District is not being created to provide ongoing operations and maintenance services other than as specifically set forth herein.

B. Need for the District.

It is intended that the District will provide the Public Improvements necessary to serve the Project. There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, and limited operations and maintenance of the Public Improvements needed for the Project. The District is intended to provide ongoing services which may include Covenant Enforcement and Design Review Services and ownership and maintenance of parks, open space, trails, structures and common areas. The District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the City Regarding District’s Service Plan.

The City’s objective in approving this Service Plan is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of the Public Improvements from the proceeds of Debt to be issued by the District and other legally available revenues of the District. All Debt is expected to be repaid by taxes imposed and collected at a mill levy no higher than the Maximum Debt Mill Levy and/or Fees. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax and Fee burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

Use of revenue derived from imposition of an operations mill levy will allow the District to provide ongoing services to the Project and fund District administrative and management costs in an efficient manner while possibly eliminating the need to form an owners’ association and impose dues and incur collection expenses. The District may impose Fees for Covenant

Enforcement and Design Review services. Beginning in 2023 the District may assess an annual fee of up to \$1200 against each platted lot, residential dwelling unit and/or non-residential lot within its boundaries to pay for the costs associated with the operation and maintenance of public facilities to be built within the boundaries of the District and which are owned and/or operated and maintained by the District (the “Operations Fee”). The Operations Fee shall be reasonably and rationally related to the costs associated with maintaining the amenities and public improvements that are owned and/or operated and maintained by the District, at the discretion of the Board. The Operations Fee may be adjusted by the Board in an amount not to exceed the rate of inflation as listed in the Denver-Boulder-Greeley Consumer Price Index (or its successor) for the preceding calendar year.

This Service Plan is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and, if applicable, regional needs. Operational activities are allowed as more specifically set forth in this Service Plan.

If the District does not retain obligations for ownership, operation, maintenance, repair and/or replacement of certain Public Improvements, the District’s Board shall take steps to dissolve the District upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from tax revenues, which shall not exceed the Maximum Debt Mill Levy, and from other legally available revenues of the District. It is the intent of this Service Plan to assure, to the extent possible, that no property should bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy, even under bankruptcy or other unusual situations. Generally, the costs of Public Improvements that cannot be funded within these parameters are not obligations or costs to be paid by the District.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means the process established by the City for identifying, among other things, Public Improvements necessary for facilitating development of property within the Project, as determined at final platting and approved by the City through the appropriate PUD and/or site review process.

Board: means the board of directors of the District.

Capital Improvements Plan: means the illustrative list of Public Improvements and estimated capital costs of such Public Improvements attached hereto as **Exhibit E**.

City: means the City of Fort Lupton, Colorado.

City Council: means the City Council of the City.

City Council Resolution of Approval: means the resolution approving this Service Plan, a certified copy of which shall be attached hereto as **Exhibit I**.

Covenant Enforcement and Design Review Services: means those services authorized under Section 32-1-1004(8), C.R.S.

Debt or Bonds: means bonds, notes, debentures, certificates, contracts, capital leases or other multiple-fiscal year obligations for the payment of which the District has promised to impose an *ad valorem* mill levy, collect Fee revenue, and/or levy special assessments.

Developer: means Cottonwood Development Partners, LLC, a Colorado limited liability company, and any successors or assigns acting on behalf of the then-current property owner(s).

District: means the Cottonwood Townhomes Metropolitan District.

District Boundaries: means the boundaries of the area legally described in **Exhibits A-1 and A-2** and **Exhibits B-1 and B-2**, collectively

End User: means any owner, or tenant of any owner, of any taxable improvement within a district who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. A person or entity that constructs homes or commercial structures with the intention of selling to others is not an End User.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance with respect to such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; (iii) is not an officer or employee of the District; and (iv) has not been otherwise engaged to provide services to the District in connection with the transaction related to the applicable Debt.

Fees: means any fee, rate, toll, penalty or charge imposed and/or received by the District for services, programs or facilities provided by the District, including privately imposed public improvement fees.

Financial Plan: means the Financial Plan described in Section VI, and attached hereto as **Exhibit G**, which describes generally for illustrative purposes only (i) how the Public Improvements are expected to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year. The Financial Plan is based upon current estimates and will change based on actual development of the Project.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundaries legal description attached hereto as **Exhibit A-1**, and as depicted on the Initial District Boundaries map attached hereto as **Exhibit A-2**.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundaries legal description attached hereto as **Exhibit B-1**, and as depicted on Inclusion Area Boundaries map attached hereto as **Exhibit B-2**.

Maintenance IGA: means the intergovernmental agreement outlining the District's responsibilities for snow removal on City-owned streets and operations and maintenance of City-owned parks and open spaces, to be entered into between the District and the City, substantially in the form attached hereto as **Exhibit J**.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as defined in Section VI, below.

Maximum Operations and Maintenance Mill Levy: means the maximum mill levy the District is permitted to impose for payment of administrative, operations and maintenance purposes as defined in Section VI.C.2, below.

Mill Levy Adjustment: means, if, on or after January 1, 2019, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, the Maximum Debt Mill Levy and the Maximum Operation and Maintenance Mill Levy may be increased or decreased to reflect such changes, such increases and decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the applicable mill levy, as adjusted for changes occurring after the applicable date, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

Municipal Code: means the Fort Lupton Municipal Code, 1993, as the same has been and may be modified, supplemented or amended from time to time.

Project: means the residential development or property commonly referred to as the Cottonwood Townhomes development.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V, below, to serve the future taxpayers and inhabitants of the District as determined by the Board.

Service Plan: means this Service Plan for the District, as approved by the City Council.

Service Plan Amendment: means an amendment to this Service Plan approved by the City Council in accordance with applicable law.

Service Plan IGA: means the Intergovernmental Agreement to be entered into between the District, upon formation, and the City substantially in the form attached hereto as **Exhibit H**.

Special District Act: means Title 32, Article 1, C.R.S., as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property subject to *ad valorem* taxes imposed by the District.

Total Debt Issuance Limit: means the maximum amount of general obligation Debt the District may issue, which amount shall be \$6,054,000.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately 0.42 acres, and the total area proposed to be included in the Inclusion Area Boundaries is approximately 14.1 acres. A legal description and map of the Initial District Boundaries is attached hereto as **Exhibits A-1 and A-2**, respectively. A legal description of the Inclusion Area Boundaries is attached hereto as **Exhibit B-1**, and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit B-2**. A vicinity map for the District is attached hereto as **Exhibit C**. Consents of the owners for the inclusion of all properties within the Initial District Boundaries and the Inclusion Area Boundaries are attached hereto as **Exhibit D**. It is anticipated that the District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Sections 32-1-401, *et seq.*, C.R.S., and Sections 32-1-501, *et seq.*, C.R.S., subject to the limitations set forth in Section V.A.5, below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The current assessed valuation of the District is assumed to be \$0.00 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the District at build-out is anticipated to be approximately 343 persons.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the commercial development identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan. Nothing herein shall be interpreted or construed as exempting the District or any owner of property within the District from the otherwise applicable provisions of the City's zoning, subdivision, building code and other land use requirements or the obligations of a developer or subdivider under the Municipal Code related to completion of subdivision improvements, except to the extent that the District has assumed the obligation to provide for the completion of Public Improvements as authorized herein under an Approved Development Plan entered into by the District.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide for the acquisition, design, finance, construction, installation, repair and replacement of Public Improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Special District Act, and other applicable statutes, common law and the State Constitution, subject to the limitations set forth herein. The Capital

Improvements Plan attached as **Exhibit E** is a list of the types of Public Improvements the District may provide with estimated costs in current dollars for illustration purposes only. The exact design, phasing of construction and location of the Public Improvements will be determined at the time of and pursuant to City approval of Approved Development Plans and such decisions shall not be considered material modifications of this Service Plan. The District shall be authorized to finance and construct such Public Improvements without the necessity to seek an amendment of this Service Plan.

1. General Powers.

a. Streets. Streets, curbs, gutters, culverts, other drainage facilities, sidewalks, bridges, parking facilities, paving, lighting, grading, utility relocation necessitated by public rights-of-way, monumentation, signage, snow removal, streetscapes and related landscaping and irrigation improvements, together with all necessary, incidental and appurtenant facilities, equipment, land and easements and extensions of and improvements to such facilities.

b. Traffic and Safety Controls. Traffic and safety protection facilities and services provided through traffic and safety controls and devices on streets, highways and at railroad crossings, including traffic signals and signage, striping, area identification signs, directional assistance, driver information signs, lighting, and related landscaping and irrigation improvements, together with all necessary, incidental and appurtenant facilities, equipment, land and easements, and extensions of and improvements to such facilities.

c. Water. Water supply system improvements, including water rights, storage facilities, transmission and distribution lines for domestic use, fire hydrants, meters, facilities, equipment, and related landscaping and irrigation improvements, together with all necessary, incidental and appurtenant facilities, equipment, land and easements, and extensions of and improvements to such facilities. Notwithstanding the foregoing, the District shall not acquire, own, manage, adjudicate or otherwise develop water rights, except as necessary to transfer said water rights to the City, unless otherwise approved by the City.

d. Storm and Sanitary Sewer. Storm and sanitary sewer collection and transmission improvements, including storage facilities, collection mains and laterals, transmission lines, storm sewer, flood and surface drainage facilities and systems, and related landscaping and irrigation improvements, together with all necessary, incidental and appurtenant facilities, equipment, land and easements and extensions of and improvements to such facilities.

e. Parks and Recreation. Public park, open space, and recreation facilities or services, including parks, bike paths, pedestrian ways, signage, monumentation, playground areas, public area landscaping and weed control, streetscaping, perimeter fencing, outdoor lighting of all types, and related landscaping and irrigation improvements, together with all necessary, incidental and appurtenant facilities, equipment, land and easements, and extensions of and improvements to such facilities.

2. Operations and Maintenance. The District shall be authorized to operate and maintain Public Improvements not conveyed to the City or other governmental entity having proper jurisdiction. In addition, the District may perform owners' association functions for the

property within its boundaries including, but not limited to, ownership, operation and maintenance of parks, trails, structures, open space and common areas, Covenant Enforcement and Design Review Services, and social functions through designation of the District as the enforcement entity in the Covenants recorded against the Project.

3. Construction Standards Limitation. The District will ensure that the Public Improvements it finances, designs, installs and constructs are in accordance with the applicable standards and specifications of the City, including without limitation any Subdivision Improvement Agreement(s) with the City applicable to such Public Improvements, and of other governmental entities having proper jurisdiction. All facilities conveyed or otherwise dedicated to the City or other entity designated by the City shall be free and clear of any lien, claim, encumbrance or demand and shall be subject to the City's normal warranty procedures.

4. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan. We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

5. Inclusion Limitation. The District shall not include within its boundaries any property outside the District Boundaries without the prior written consent of the City.

6. Overlap Limitation. The District shall not consent to the organization of another district under the Special District Act which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed district, combined with the mill levy for payment of Debt by the District, will not at any time exceed the Maximum Debt Mill Levy of the District.

7. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the debt service fund; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

8. Total Debt Issuance Limitation. The District shall not issue Debt in excess of the Total Debt Issuance Limit.

9. Monies from Other Governmental Sources. The District shall not apply for or accept Colorado Trust Funds, Conservation Trust Funds, Great Outdoors Colorado Funds, or

other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and be a revenue source for the District without any limitation.

10. Eminent Domain Limitation. The District shall not exercise the power of eminent domain to obtain any real property owned by the City without the prior written approval of the City Council, as evidenced by resolution after a public hearing thereon.

11. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another district organized under the Special District Act without the prior written consent of the City.

12. Bankruptcy Limitation. All of the limitations contained in this Service Plan have been established under the authority of the City to approve a service plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

a. Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

b. Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (1 U.S.C.) Section 903, and are also included in “regulatory or electoral approval necessary under applicable non-bankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S., and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

13. Material Modification. This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth herein or in Chapter 19 of the Municipal Code shall be deemed to be material modifications to this Service Plan requiring amendment of this Service Plan in accordance with the procedural requirements of Chapter 19 of the Municipal Code, and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

14. Subdistrict Limitation. The District shall not be permitted to create a subdistrict pursuant to Section 32-1-1101(1)(f), C.R.S. or Section 32-1-1101(1.5), C.R.S., without the prior consent of the City. Notwithstanding the foregoing, to the extent that the District is composed of or subsequently organized into one or more subdistricts, the term “District” as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, and certain operation and maintenance of the Public Improvements within and without the boundaries of the District, to be more specifically defined in an Approved Development Plan. A preliminary estimate of costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained and/or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the District and is approximately \$5,329,800 as shown in **Exhibit E** (including an additional contingency and inflation adjustment of 17.5%). All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

In the event, and to the extent, that any Public Improvements financed, constructed, acquired and/or installed by the District are oversized to serve or otherwise accommodate or benefit property outside the District's Boundaries, the District shall be entitled to receive reimbursement from the owners of property benefitted by such Public Improvements for their pro-rata share of Public Improvement costs. It is anticipated that any such reimbursement rights will be determined and set forth in Cost Recovery Agreements and/or Subdivision Improvement Agreements or other agreements between the City and the District upon initial acceptance of the Public Improvement and prior to final platting or site plan review of the benefitted property, as applicable.

VI. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the financing, planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District is reasonably expected to pay from revenues derived from a Debt mill levy up to the Maximum Debt Mill Levy, Fees, and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed the Total Debt Issuance Limit and shall be permitted to be issued on a schedule and in such year or years as the Board determines shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs; provided, however, that refundings shall not count against the Total Debt Issuance Limit. All Bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including without limitation *ad valorem* taxes to be imposed upon all Taxable Property of the District and Fees. The District will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time, and to receive revenue from privately imposed public improvement fees, if applicable. Any refunding Debt shall not extend the maturity of the Bonds being refunded or increase the total debt service thereon without the prior written approval of the City.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt shall not exceed 18%.

The proposed maximum underwriting discount will be 5%. Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

The “Maximum Debt Mill Levy” shall be the maximum mill levy the District is permitted to impose upon the Taxable Property within the District for payment of Debt and shall be 55.277 mills (subject to Mill Levy Adjustment) for so long as the total amount of aggregate Debt of the District exceeds 50% of the District’s assessed valuation. At such time as the total amount of aggregate Debt of the District is equal to or less than 50% of the District’s assessed valuation, either on the date of issuance of any Debt or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy if End Users cast the majority of affirmative votes taken by the Board at the meeting authorizing such action, and, as a result, the mill levy may be such amount as is necessary to pay the debt service on such Debt, and the Board may further provide that such Debt shall remain secured by such increased mill levy, notwithstanding any subsequent change in the District’s Debt to assessed value ratio.

All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S., and all other requirements of State law.

All issuances of general obligation Bonds shall be deemed to be in compliance with the Financial Plan so long as the Minimum Criteria, as hereinafter defined, have been met. “Minimum Criteria” shall mean that the general obligation Bonds are: (1) subject to the Maximum Debt Mill Levy; (2) together with other outstanding general obligation Bonds of the District, not in excess of the Total Debt Issuance Limit; (3) together with other outstanding general obligation Bonds of the District, not in excess of the general obligation debt authority provided by the District’s electorate; (4) not subject to acceleration of the Debt as a remedy against the District and (5) issued in compliance with the applicable requirements of Section 32-1-1101(6), C.R.S. Any issuance of general obligation Bonds that does not satisfy the Minimum Criteria shall constitute a material modification of this Service Plan and a default under the Service Plan IGA.

The costs of constructing the Public Improvements may be paid from available District mill levy revenues, Debt and/or advances from the Developer. The District shall be authorized to reimburse Developer advances, if any, with interest at a market reasonable rate from District mill levy revenues and/or proceeds from Debt privately placed with the Developer, and other legally available revenues of the District. Any such privately placed Debt shall be subject to the Privately Placed Debt Limitation set forth in Section V.A.4 and the Minimum Criteria. Any Developer advances shall either be paid when Bonds are issued by the District or shall be subordinate to any District Debt, and only the Developer will hold the instruments evidencing such advances or financing.

In the event that the District determines that it is in the best interests of the District and its taxpayers to issue general obligation Bonds to parties other than the Developer to: (i) reimburse the Developer for Developer advances; (ii) refund or restructure Debt previously placed with the Developer; or (iii) finance Public Improvements, the District shall prepare a plan of finance for the purpose of determining whether the proposed issuance satisfies the Minimum Criteria. The plan

of finance will include the amount of Bonds to be issued, uses of proceeds therefrom (including, if any, capitalized interest and costs of issuance), sources of revenues securing repayment of the Bonds and the repayment schedule for the Bonds, all as required by Section 19-5(c)(1)c.1-4 of the Municipal Code.

D. Debt Repayment Sources.

The District may impose mill levies as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the Board's discretion, these may include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time. In no event shall the debt service mill levy certified by the District exceed the Maximum Debt Mill Levy.

E. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations with respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District.

Similar language describing the limitations with respect to the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

F. Security for Debt.

The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in this Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

G. TABOR Compliance.

The District will comply with the provisions of TABOR. In the discretion of the Board, the District may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the District will remain under the control of the District's Board.

H. District's Operating Costs.

The estimated cost of planning, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be \$100,000, which may be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year's operating budget is estimated to be \$48,000, which is anticipated to be paid from property taxes and other District revenues.

I. Maximum Operation and Maintenance Mill Levy.

The "Maximum Operation and Maintenance Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the Taxable Property within the District for payment of administrative, operation and maintenance costs, and shall be 55.277 mills (subject to Mill Levy Adjustment) until such time that the District issues Debt. After the District issues Debt, the Maximum Operation and Maintenance Mill Levy, when combined with the debt service mill levy imposed for Debt, shall not exceed 70.000 mills (subject to Mill Levy Adjustment). The Maximum Operation and Maintenance Mill Levy shall apply to the District's ability to increase its mill levy as necessary for provision of administrative, operation and maintenance services to its taxpayers and service users until such time as End Users cast the majority of affirmative votes taken by the Board at a meeting authorizing the elimination of such Maximum Operation and Maintenance Mill Levy, at which time the mill levy may be such amount as is necessary to pay the administrative, operation and maintenance costs.

A comparison report showing the proposed maximum mill levies of the District and the mill levies of similar taxing entities in the City and within a three-mile (3) radius of the District, as well as the total overlapping mill levy for the District and the comparison special districts is shown in **Exhibit F**, attached hereto.

VII. REPORTING REQUIREMENTS

A. Meeting Notices.

The District shall deliver written notice of every regular or special meeting to the office of the City Clerk, by email, mail or by hand, at least 72 hours prior to such meeting.

B. Annual Report.

The District shall be responsible for submitting an annual report to the City no later than July 1st of each year following the year in which the Order and Decree creating the District has been recorded. The annual report shall comply with the requirements of § 32-1-207(3)(c), C.R.S.

VIII. DISSOLUTION

The District shall take all action necessary to dissolve, pursuant to Sections 32-1-701, *et seq.*, C.R.S., if the City files an application for dissolution with the District no sooner than 10 years after the date of organization of the District pursuant to Section 32-1-701 (3), C.R.S., provided that

the District has no outstanding Debt or outstanding operation and maintenance responsibilities at the time of the request.

IX. DISCLOSURE TO PURCHASERS

The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, Maximum Operations and Maintenance Mill Levy, as well as a general description of the District's authority to impose and collect Fees, rates, tolls and charges. Recordation of a disclosure notice on all property within the District's boundaries setting forth the information contained in this Article IX shall be deemed sufficient for purposes of meeting the notice requirements set forth herein.

X. INTERGOVERNMENTAL AGREEMENTS

The form of the Service Plan IGA relating to the limitations imposed on the District's activities is attached hereto as **Exhibit H**. The District shall approve the Service Plan IGA in the form attached hereto as **Exhibit H** at its first Board meeting after the approval of this Service Plan. Failure of the District to execute the Service Plan IGA as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the Service Plan IGA in the form attached hereto as **Exhibit H** at the public hearing approving the Service Plan.

The form of the Maintenance IGA relating to the District's obligation to provide snow removal services and parks and open space operation and maintenance services is attached hereto as **Exhibit J**. The District shall be obligated to provide snow removal services within the District Boundaries on City-owned streets that are not arterial or collector roads, as more particularly set forth in the Maintenance IGA. In addition, the District shall operate and maintain City-owned parks and open spaces within the District Boundaries, including, but not limited to, irrigation services, turf, tree, and shrub care and, as necessary, replacement, lawn mowing and maintenance, and removal of litter, as more particularly set forth in the Maintenance IGA. The District shall approve and execute the Maintenance IGA immediately after completion of the construction of the street and/or parks and open space improvements and prior to performing the required maintenance. Failure to timely approve and execute the Maintenance IGA shall constitute a material modification of this Service Plan.

XI. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1- 203(2), C.R.S., have established that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
2. The existing service in the area to be served by the District is inadequate for present and projected needs;

3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries;

4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

5. Adequate service is not, and will not be, available to the area through the City or County or other existing municipal or quasi-municipal corporations, including existing special district, within a reasonable time and on a comparable basis;

6. The facility and service standards of the District are compatible with the facility and service standards of the City within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.;

7. The proposal is in substantial compliance with a comprehensive plan adopted by the City;

8. The proposal is in compliance with any duly adopted City, regional or state long-range water quality management plan for the area; and

9. The creation of the District is in the best interests of the area proposed to be served.

EXHIBIT A-1

Legal Description of Initial District Boundaries

Tract G, Cottonwood Greens PUD Filing No. 4, a tract of land located in the southeast quarter of Section 33, Township 2 North, Range 66 West of the 6th Principal Meridian, City of Fort Lupton, County of Weld, State of Colorado.

Approximate Acreage: 0.42 acres

EXHIBIT A-2
Map of Initial District Boundaries

Initial District Boundaries (Directors' Parcel)

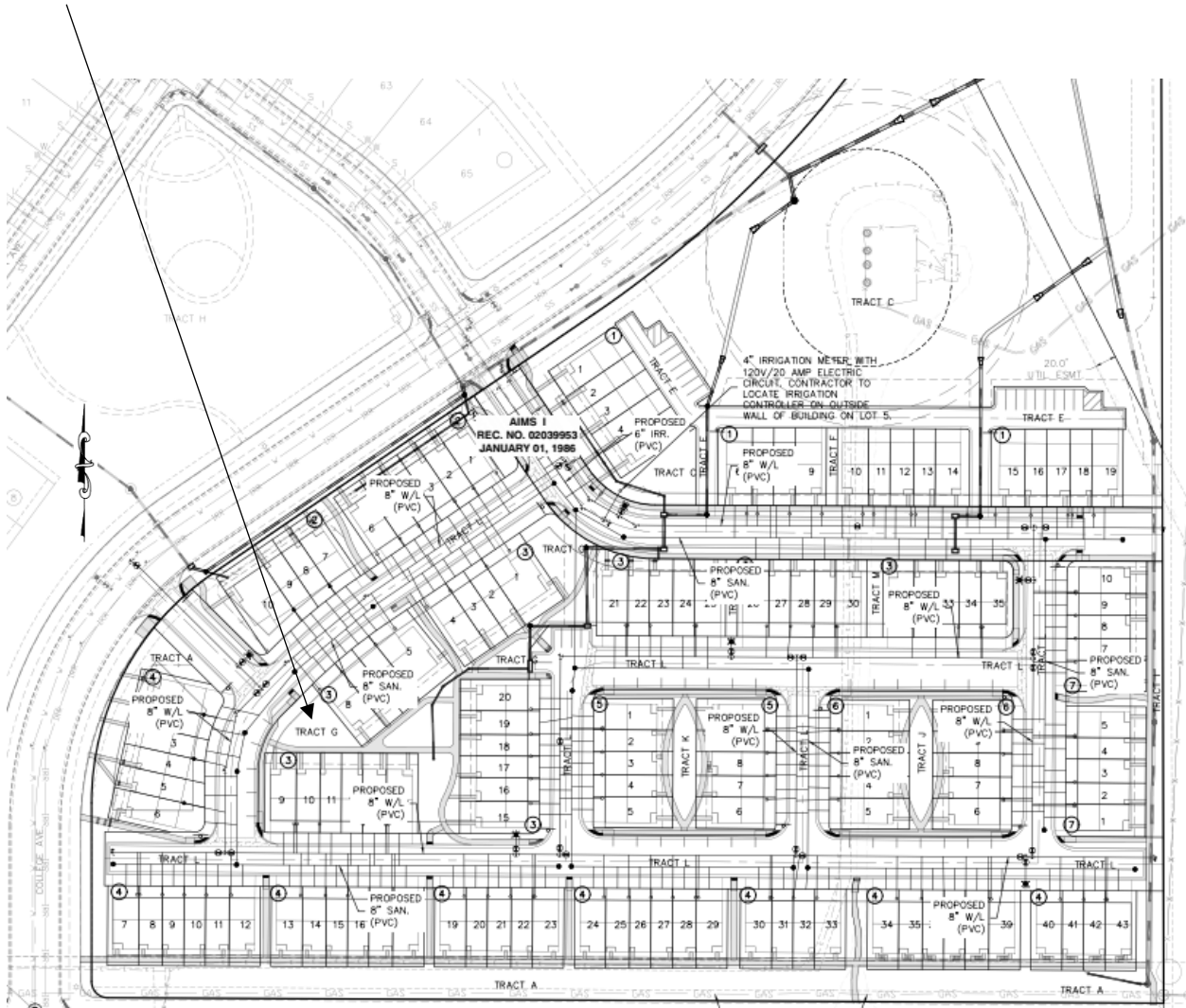


EXHIBIT B-1

Legal Description of Inclusion Area Boundaries

Outlot A, Cottonwood Greens PUD Filing No. 3, recorded February 10, 2021 at reception number 4681486, County of Weld, State of Colorado.

Approximate Acreage: 14.1 acres

EXHIBIT B-2

Map of Inclusion Area Boundaries

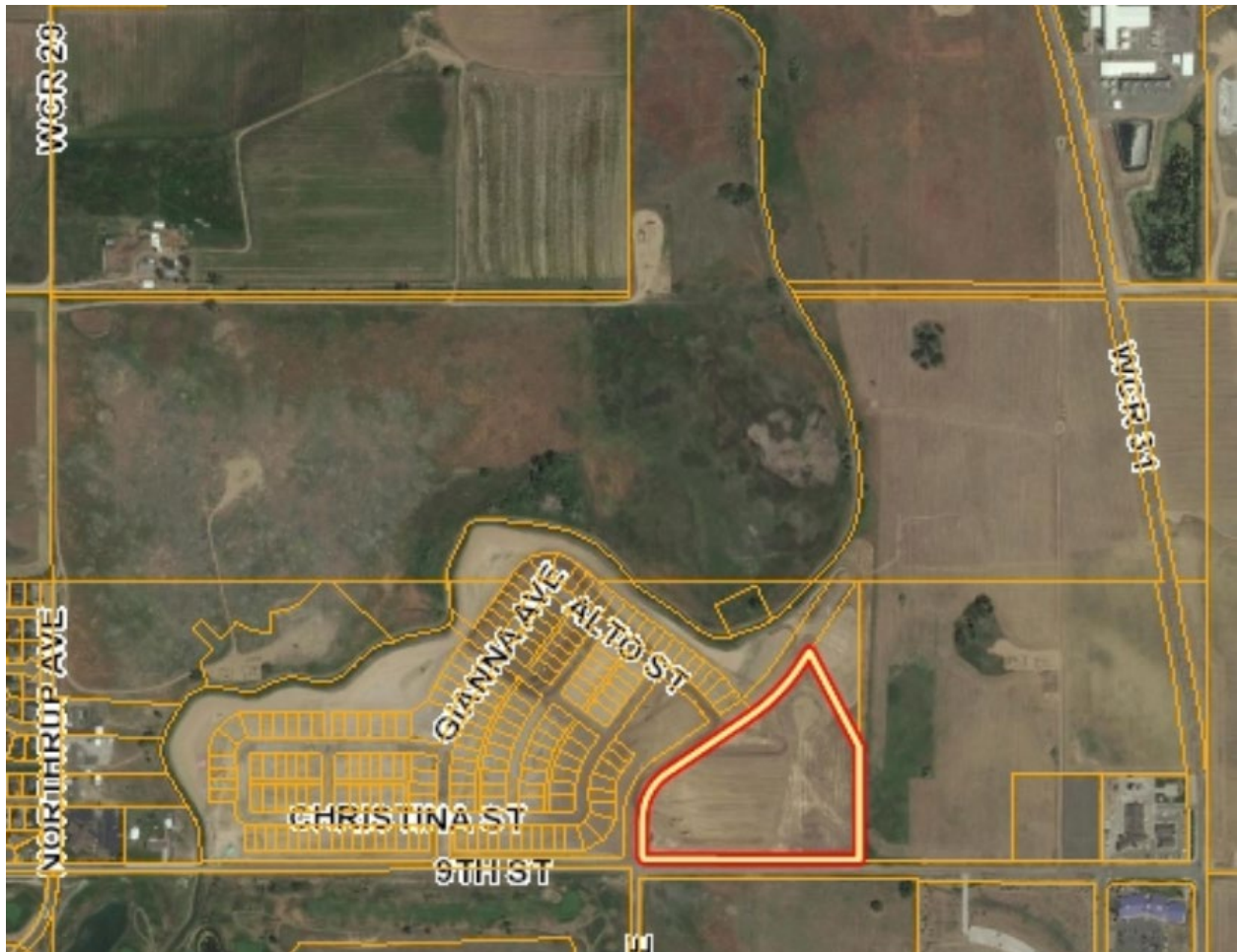


EXHIBIT C

Vicinity Map

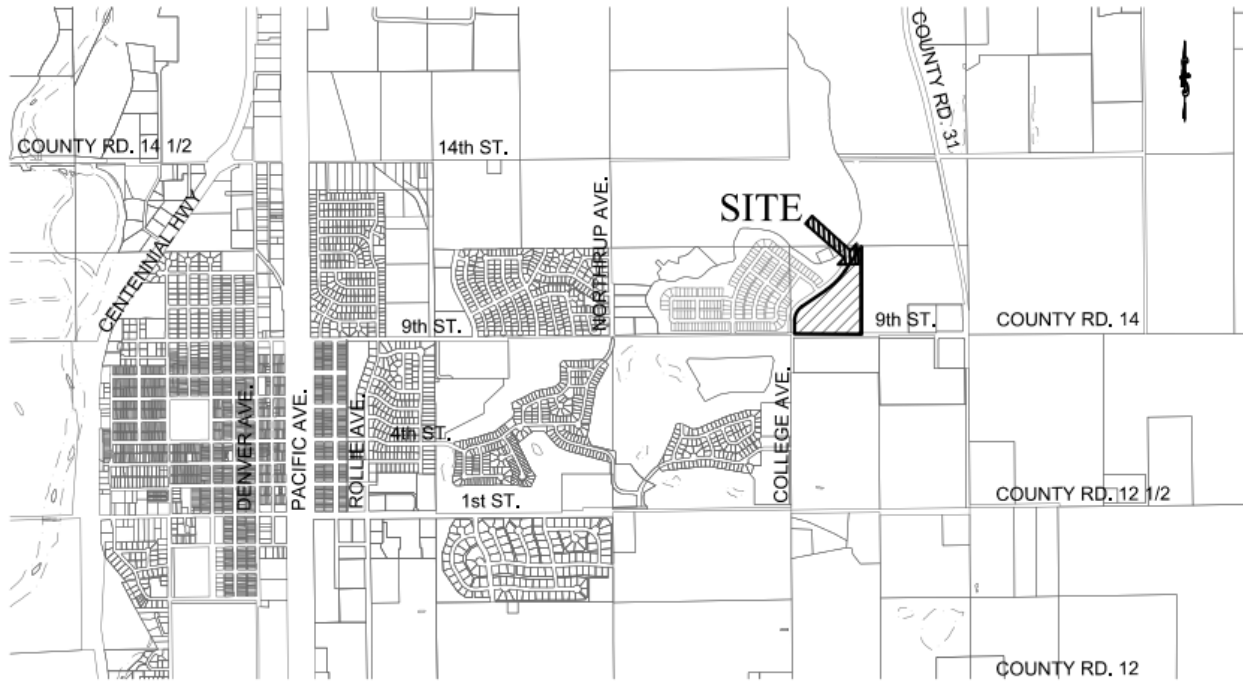


EXHIBIT D
Consent of Property Owner

LGI HOMES – COLORADO, LLC

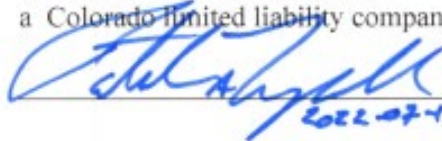
City of Fort Lupton City Council
130 South McKinley Avenue
Fort Lupton, Colorado 80621

RE: Proposed Cottonwood Townhomes Metropolitan District (the “District”)

To Whom It May Concern:

LGI Homes – Colorado, LLC, a Colorado limited liability company, is the fee owner of one hundred percent (100%) of the property described in Exhibit A attached hereto (the “Property”). The Property constitutes the territory within the Inclusion Area Boundaries of the proposed District as contemplated by the Service Plan for the District. The purpose of this letter is to advise the City Council of the City of Fort Lupton that LGI Homes – Colorado, LLC consents to the organization of the District and the inclusion of the Property into the boundaries of the District.

LGI Homes – Colorado, LLC.,
a Colorado limited liability company


2022-07-10

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was subscribed and sworn to before me this 18 day of July, 2022 by Patrick Tyrell, as Officer of LGI Homes – Colorado, LLC.

[SEAL]


Notary Public

My commission expires 03-18-2024

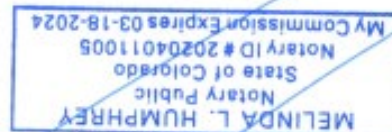
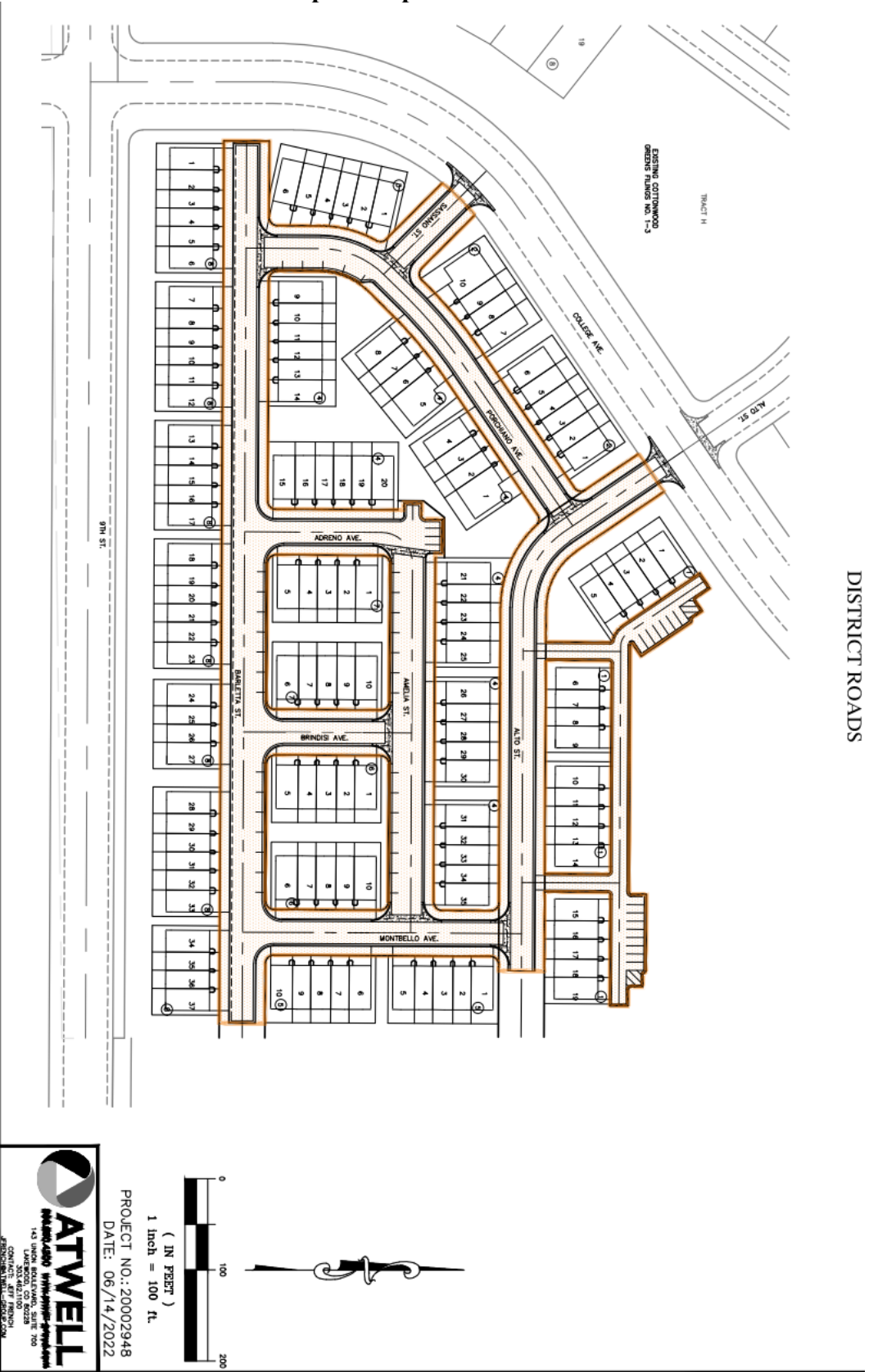


Exhibit A
The Property

Outlot A, Cottonwood Greens PUD Filing No. 3, recorded February 10, 2021 at reception number 4681486, County of Weld, State of Colorado.

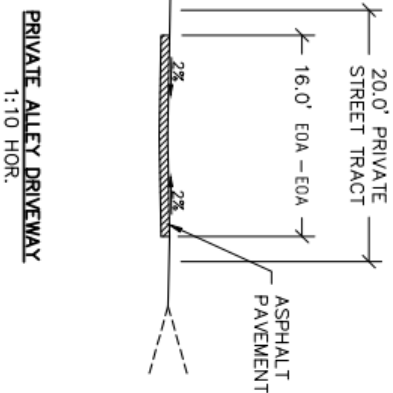
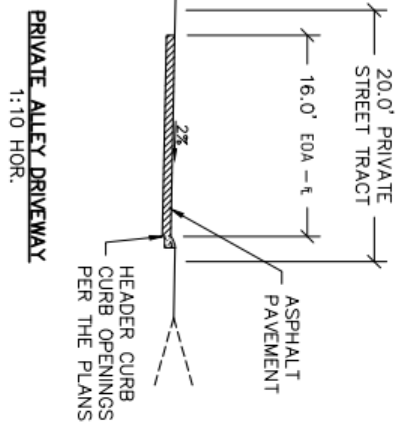
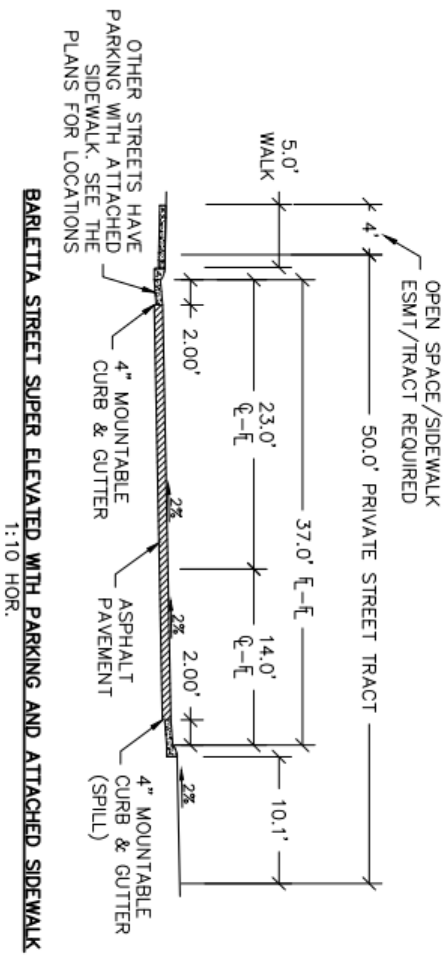
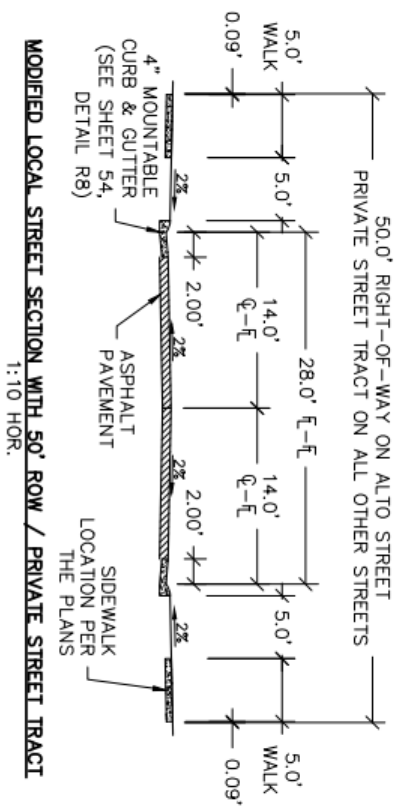


EXHIBIT E Capital Improvements Plan



E-1

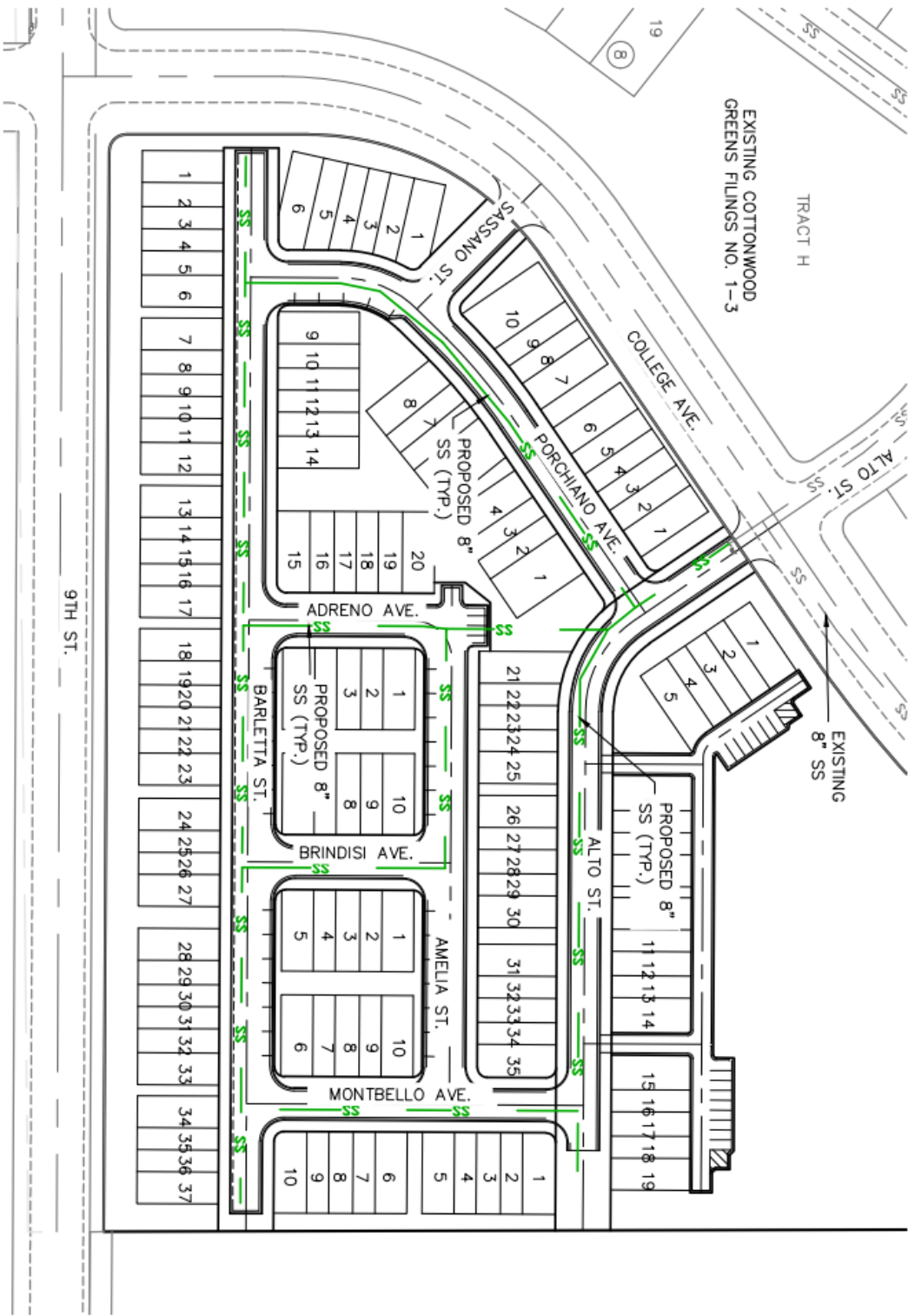
CROSS SECTIONS





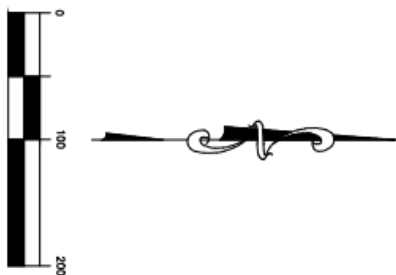
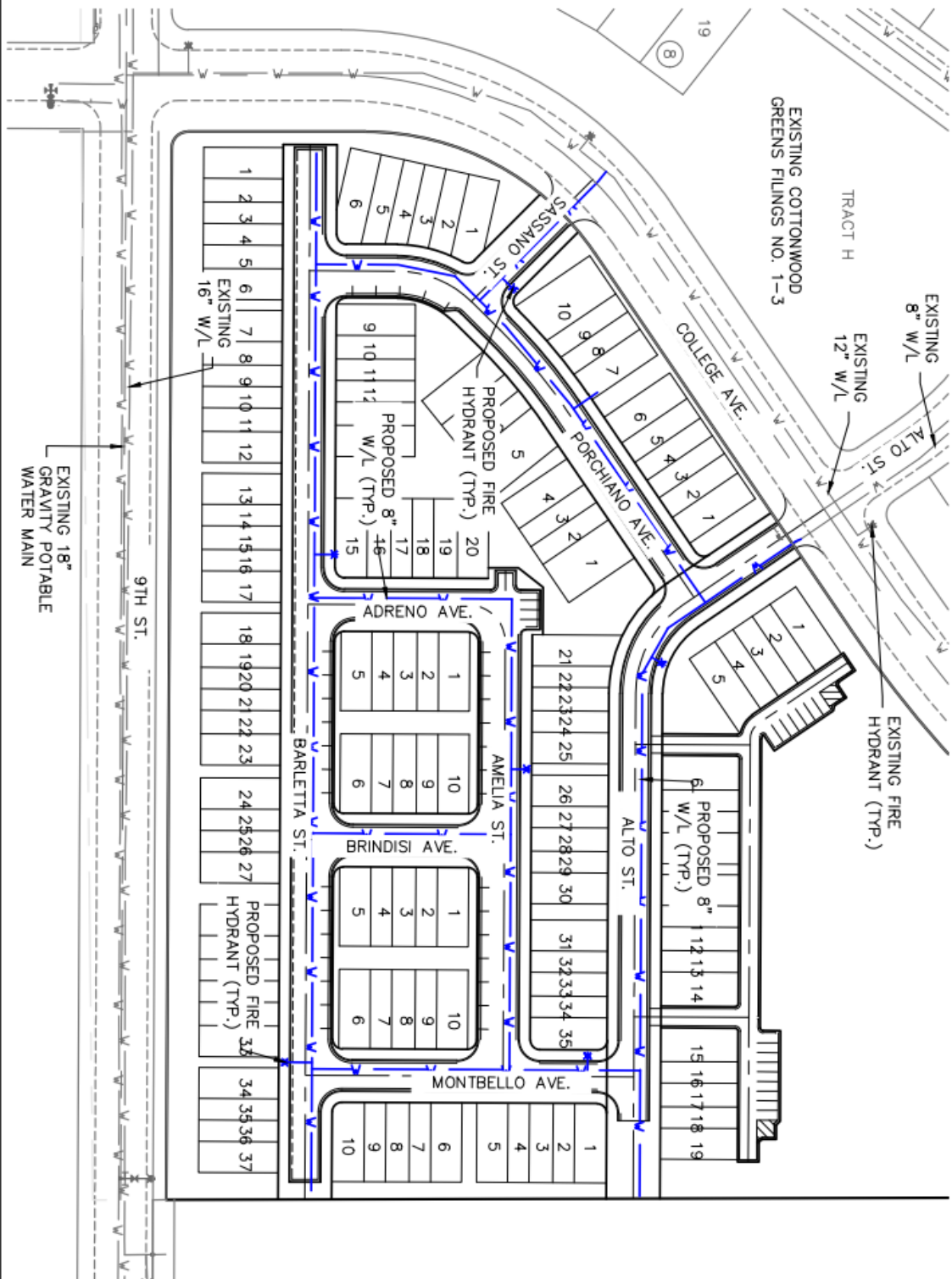
Page 253 of 490

DISTRICT SANITARY SEWER



E-4

DISTRICT WATER

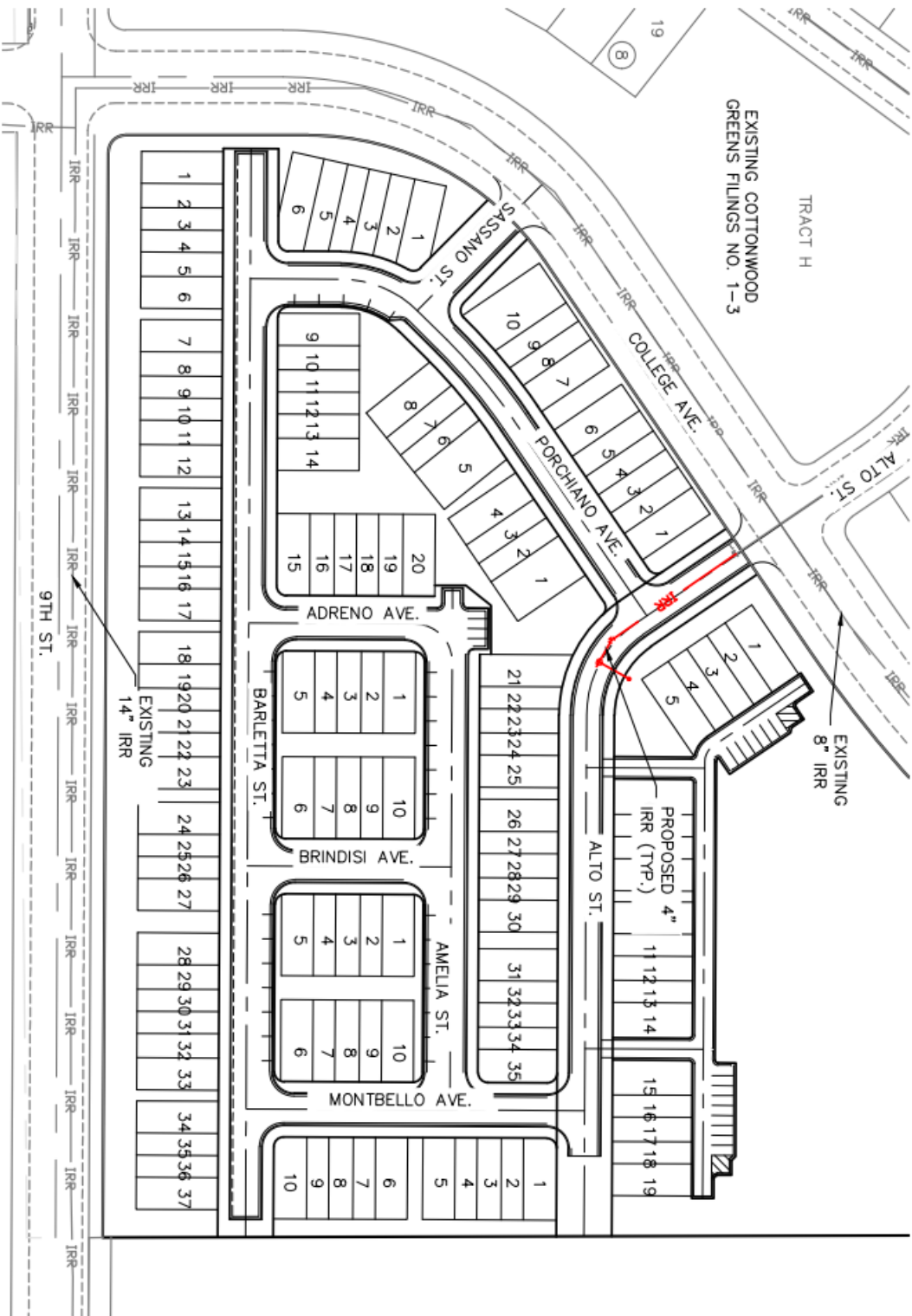


PROJECT NO.: 20002948
DATE: 06/14/2022



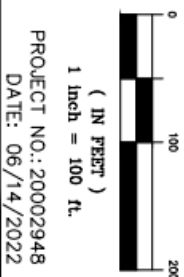
ATWELL
143 UNION BOULEVARD, SUITE 700
 LAWRENCE, CO 66044
 CONTACT: JEFF FRENCH
 JEFF@ATWELL-GRP.COM

DISTRICT IRRIGATION LINE



E-6

ATWELL
 143 E. UNIVERSITY AVE.
 SUITE 100
 CHICAGO, IL 60607
 (773) 462-1100
 CONTRACT: 06/14/2022



Detailed Cost Estimate

Project: Cottonwood Greens Filing No. 4 Prepared For: Cottonwood Development Partners, LLC
 Prepared By: Atwell, LLC Date: June 2022

Item	Quantity	Unit	Unit Cost	Cost Per Item	Comments
EARTHWORK					
Mobilization	1	LS	\$ 10,000.00	\$ 10,000.00	
Erosion Control	1	LS	\$ 50,000.00	\$ 50,000.00	
Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00	
Potholing	1	LS	\$ 10,000.00	\$ 10,000.00	
Cut/ Fill Rotation	68700	CY	\$ 2.75	\$ 188,925.00	
Respread Topsoil	17500	CY	\$ 3.25	\$ 56,875.00	
Strip Topsoil 6" to Stockpile	17500	CY	\$ 1.75	\$ 30,625.00	
Earthwork Subtotal				\$ 357,000.00	
20% Contingency				\$ 71,400.00	
Streets Total				\$ 428,400.00	
STREETS					
Concrete Cross Pan	9	EA	\$ 2,500.00	\$ 22,500.00	
Hot Mix Asphalt (6" over 6" depth)	9,505	SY	\$ 40.00	\$ 380,200.00	
6" Depth Fly Ash	9,505	SY	\$ 10.00	\$ 95,050.00	
5' Concrete Sidewalk	26,850	SF	\$ 7.00	\$ 187,950.00	
6" Mountable Curb and Gutter (2' pan)	6,000	LF	\$ 35.00	\$ 210,000.00	
Header Curb	1,405	LF	\$ 30.00	\$ 42,150.00	
Handicap Pedestrian Ramp	38	EA	\$ 3,500.00	\$ 133,000.00	
Street Name Sign	13	EA	\$ 500.00	\$ 6,500.00	
Streets Subtotal				\$ 1,078,000.00	
20% Contingency				\$ 215,600.00	
Streets Total				\$ 1,293,600.00	
DOMESTIC WATER					
Connect to Existing	2	EA	\$ 5,000.00	\$ 10,000.00	
8" PVC Water Main	3,530	LF	\$ 70.00	\$ 247,100.00	
Valves	22	EA	\$ 4,000.00	\$ 88,000.00	
Water Lowering	6	EA	\$ 7,000.00	\$ 42,000.00	
Fire Hydrant Assembly, 6" DIP, and 6" G.V.	6	EA	\$ 10,000.00	\$ 60,000.00	
Water Service Line and Meter	91	EA	\$ 2,000.00	\$ 182,000.00	
Water Service Line and Double Meter Pit	23	EA	\$ 4,000.00	\$ 92,000.00	
Domestic Water Subtotal				\$ 722,000.00	
20% Contingency				\$ 144,400.00	
Domestic Water Total				\$ 866,400.00	
NON-POTABLE WATER					
Connect to Existing	1	EA	\$ 5,000.00	\$ 5,000.00	
Irrigation Tap	1	EA	\$ 2,000.00	\$ 2,000.00	
8" PVC Irrigation	195	LF	\$ 70.00	\$ 13,650.00	
Irrigation Lowering	1	EA	\$ 7,000.00	\$ 7,000.00	
Non-Potable Water Subtotal				\$ 28,000.00	
20% Contingency				\$ 5,600.00	
Non-Potable Water Total				\$ 33,600.00	
SANITARY SEWER					
Sanitary Sewer Main	3,055	LF	\$ 65.00	\$ 198,575.00	
Sanitary Sewer Manholes	20	EA	\$ 4,250.00	\$ 85,000.00	
Sanitary Sewer Service Line	137	EA	\$ 2,000.00	\$ 274,000.00	
Sanitary Sewer Subtotal				\$ 558,000.00	
20% Contingency				\$ 111,600.00	
Sanitary Sewer Total				\$ 669,600.00	
STORM SEWER					
Demo Existing Storm	775	LF	\$ 100.00	\$ 77,500.00	
Demo Existing Outlet Structure	1	LS	\$ 5,000.00	\$ 5,000.00	
12" PVC	515	LF	\$ 105.00	\$ 54,075.00	
18" RCP Sewer	145	LF	\$ 100.00	\$ 14,500.00	
24" RCP Sewer	1,100	LF	\$ 120.00	\$ 132,000.00	
30" RCP Sewer	930	LF	\$ 140.00	\$ 130,200.00	
36" RCP Sewer	1,540	LF	\$ 160.00	\$ 246,400.00	
48" RCP Sewer	515	LF	\$ 200.00	\$ 103,000.00	
4' Storm Manhole	3	EA	\$ 4,500.00	\$ 13,500.00	
5' Storm Manhole	5	EA	\$ 5,000.00	\$ 25,000.00	
6' Storm Manhole	8	EA	\$ 6,500.00	\$ 52,000.00	
Type-P Manhole	2	EA	\$ 10,000.00	\$ 20,000.00	
88"x88" Box Base	1	EA	\$ 10,000.00	\$ 10,000.00	
12" Area Inlet	15	EA	\$ 2,500.00	\$ 37,500.00	
5' Type-R Inlet	6	EA	\$ 8,500.00	\$ 51,000.00	
10' Type-R Inlet	2	EA	\$ 10,000.00	\$ 20,000.00	
24" FES	4	EA	\$ 3,000.00	\$ 12,000.00	
30" FES	5	EA	\$ 3,500.00	\$ 17,500.00	
36" FES	7	EA	\$ 4,000.00	\$ 28,000.00	
48" FES	3	EA	\$ 5,000.00	\$ 15,000.00	
Type-D Inlet	3	EA	\$ 6,000.00	\$ 18,000.00	
Concrete Trickle Channel	2,185	LF	\$ 33.00	\$ 72,105.00	
Outlet Structure	1	EA	\$ 35,000.00	\$ 35,000.00	
Spillway	1	LS	\$ 15,000.00	\$ 15,000.00	
Storm Sewer Subtotal				\$ 1,205,000.00	
20% Contingency				\$ 241,000.00	
Storm Sewer Total				\$ 1,446,000.00	
Area Subtotal (with Contingency)				\$ 4,737,600.00	
12.5% for Const. Admin/Survey/Engineering/Landscape/Planning (30% of total)				\$ 592,200.00	
Total Cost				\$ 5,329,800.00	

Aggregated Total of Estimated Cost of \$5,329,800

EXHIBIT F

Mill Levy Comparison Report

Proposed Cottonwood Townhomes Metro District	Mills	Cottonwood Greens Metro District No. 2	Mills	Lupton Village Residential Metro District	Mills
AIMS Junior College	6.342	AIMS Junior College	6.342	AIMS Junior College	6.342
Central Colorado Water	1.404	Central Colorado Water	1.404	Central Colorado Water	1.404
Central Colorado Water SubDistrict	2.189	Central Colorado Water SubDistrict	2.189	Central Colorado Water SubDistrict	2.189
Fort Lupton City	45.166	Fort Lupton City	45.166	Fort Lupton City	45.166
Fort Lupton Fire	9.305	Fort Lupton Fire	9.305	Fort Lupton Fire	9.305
Fort Lupton Fire (Bond 2022)	0.483	Fort Lupton Fire (Bond 2022)	0.483	Fort Lupton Fire (Bond 2022)	0.483
High Plains Library	3.197	High Plains Library	3.197	High Plains Library	3.197
Northern Colorado Water	1.000	Northern Colorado Water	1.000	Northern Colorado Water	1.000
School District Re8-Fort Lupton	19.782	School District Re8-Fort Lupton	19.782	School District Re8-Fort Lupton	19.782
Weld County	15.038	Weld County	15.038	Weld County	15.038
Platte Valley Conservation	0.000	Platte Valley Conservation	0.000	Platte Valley Conservation	0.000
Total Overlapping Mills w/o District	103.906	Total Overlapping Mills w/o District	103.906	Total Overlapping Mills w/o District	103.906
Proposed Authorized Mill Levy	70.000	Service Plan Authorized Mill Levy	70.000	Service Plan Authorized Mill Levy	70.000
Total Overlapping Mills w/ District	173.906	Total Overlapping Mills w/ District	173.906	Total Overlapping Mills w/ District	173.906

EXHIBIT G

Financial Plan

Preliminary Financing Analysis: Cottonwood Townhomes Metropolitan District Series 2022 Bonds

Absorption Schedule

Product Offering TH
Pricing (2022 \$) \$415,000

		TH
2022	-	0
2023	80	80
2024	57	57
2025		0
TOTAL	137	137

Value of Home Closings

\$415,000
Growth Rate 3%
Pricing (2022 \$) \$415,000

	TH	Total Market Value
2022	\$0	\$0
2023	\$34,196,000	\$34,196,000
2024	\$25,095,590	\$25,095,590
2025	\$0	\$0
TOTAL	59,291,590	59,291,590

Cumulative Lot Value

	Value of New Lots	Less: Lots to Homes	Adjustments	Cumulative Finished Lot Value	100% Lot Value	Assessed Value of Lots
2022	\$0	\$0		\$0	\$0	\$0
2023	\$6,000,000	\$0		\$6,000,000	\$6,000,000	\$1,740,000
2024	\$4,275,000	-\$6,000,000	\$0	\$4,275,000	\$4,275,000	\$1,239,750
2025	\$0	-\$4,275,000		\$0	\$0	\$0
TOTAL	10,275,000	(10,275,000)	-	10,275,000	10,275,000	2,979,750

Projected AV - Future Residential

Residential							State Assessed		Vacant	
Y	AV Set	Tax Rev Year	New Market Value Added	Market Value Added to Rolls (with Lag)	Biennial Reassessment	Cumulative Market Value	Assessed Value at 7.15% of Market	Assessed Value at 29.00% of Market	Assessed Value at 29.00% of Market	Total Assessed Value
1	2022	2023	0	0		0	0	0	0	0
2	2023	2024	24,102,000	0	0	0	0	0	1,531,200	1,531,200
3	2024	2025	35,686,024	24,102,000		24,102,000	1,723,293	0	2,201,100	3,924,393
4	2025	2026	0	35,686,024	1,446,120	61,234,144	4,378,241	0	0	4,378,241
5	2026	2027	0	0		61,234,144	4,378,241	0	0	4,378,241
6	2027	2028	0	0	3,674,049	64,908,192	4,640,936	0	0	4,640,936
7	2028	2029	0	0		64,908,192	4,640,936	0	0	4,640,936
8	2029	2030	0	0	3,894,492	68,802,684	4,919,392	0	0	4,919,392
9	2030	2031	0	0		68,802,684	4,919,392	0	0	4,919,392
10	2031	2032	0	0	4,128,161	72,930,845	5,214,555	0	0	5,214,555
11	2032	2033	0	0		72,930,845	5,214,555	0	0	5,214,555
12	2033	2034	0	0	4,375,851	77,306,696	5,527,429	0	0	5,527,429
13	2034	2035	0	0		77,306,696	5,527,429	0	0	5,527,429
14	2035	2036	0	0	4,638,402	81,945,097	5,859,074	0	0	5,859,074
15	2036	2037	0	0		81,945,097	5,859,074	0	0	5,859,074
16	2037	2038	0	0	4,916,706	86,861,803	6,210,619	0	0	6,210,619
17	2038	2039	0	0		86,861,803	6,210,619	0	0	6,210,619
18	2039	2040	0	0	5,211,708	92,073,511	6,583,256	0	0	6,583,256
19	2040	2041	0	0		92,073,511	6,583,256	0	0	6,583,256
20	2041	2042	0	0	5,524,411	97,597,922	6,978,251	0	0	6,978,251
21	2042	2043	0	0		97,597,922	6,978,251	0	0	6,978,251
22	2043	2044	0	0	5,855,875	103,453,797	7,396,947	0	0	7,396,947
23	2044	2045	0	0		103,453,797	7,396,947	0	0	7,396,947
24	2045	2046	0	0	6,207,228	109,661,025	7,840,763	0	0	7,840,763
25	2046	2047	0	0		109,661,025	7,840,763	0	0	7,840,763
26	2047	2048	0	0	6,579,662	116,240,687	8,311,209	0	0	8,311,209
27	2048	2049	0	0		116,240,687	8,311,209	0	0	8,311,209
28	2049	2050	0	0	6,974,441	123,215,128	8,809,882	0	0	8,809,882
29	2050	2051	0	0		123,215,128	8,809,882	0	0	8,809,882
30	2051	2052	0	0	7,392,908	130,608,036	9,338,475	0	0	9,338,475
31	2052	2053				130,608,036	9,338,475	0	0	9,338,475
32	2053	2054			7,836,482	138,444,518	9,898,783	0	0	9,898,783
33	2054	2055				138,444,518	9,898,783	0	0	9,898,783
34	2055	2056			8,306,671	146,751,189	10,492,710	0	0	10,492,710
35	2056	2057				146,751,189	10,492,710	0	0	10,492,710
36	2057	2058			8,805,071	155,556,260	11,122,273	0	0	11,122,273
37	2058	2059				155,556,260	11,122,273	0	0	11,122,273
38	2059	2060			9,333,376	164,889,636	11,789,609	0	0	11,789,609
39	2060	2061				164,889,636	11,789,609	0	0	11,789,609
40	2061	2062			9,893,378	174,783,014	12,496,986	0	0	12,496,986

Projected Revenues - Future Residential

Y	AV Set	Year	Tax Rev	Total Assessed Value	Debt Service Mill Levy	Debt Service Levy Collections @ 100%	Specific Ownership Taxes at 7.00%	Fees / Collection Charge (1.5% +\$4,000)	Total Tax Revenue	Other	Total Revenue
1	2022	2023		0	55.664	0	0	0	0		0
2	2023	2024		1,931,200	55.664	85,233	5,966	-5,278	85,921		85,921
3	2024	2025		3,924,393	55.664	218,447	15,291	-7,277	226,462		226,462
4	2025	2026		4,378,241	55.664	243,710	17,060	-7,656	253,114		253,114
5	2026	2027		4,378,241	55.664	243,710	17,060	-7,656	253,114		253,114
6	2027	2028		4,640,936	55.664	258,333	18,083	-7,875	268,541		268,541
7	2028	2029		4,640,936	55.664	258,333	18,083	-7,875	268,541		268,541
8	2029	2030		4,919,392	55.664	273,833	19,168	-8,107	284,894		284,894
9	2030	2031		4,919,392	55.664	273,833	19,168	-8,107	284,894		284,894
10	2031	2032		5,214,555	55.664	290,263	20,318	-8,354	302,227		302,227
11	2032	2033		5,214,555	55.664	290,263	20,318	-8,354	302,227		302,227
12	2033	2034		5,527,429	55.664	307,679	21,538	-8,615	320,601		320,601
13	2034	2035		5,527,429	55.664	307,679	21,538	-8,615	320,601		320,601
14	2035	2036		5,859,074	55.664	326,140	22,830	-8,892	340,077		340,077
15	2036	2037		5,859,074	55.664	326,140	22,830	-8,892	340,077		340,077
16	2037	2038		6,210,619	55.664	345,708	24,200	-9,186	360,722		360,722
17	2038	2039		6,210,619	55.664	345,708	24,200	-9,186	360,722		360,722
18	2039	2040		6,583,236	55.664	366,450	25,652	-9,497	382,605		382,605
19	2040	2041		6,583,236	55.664	366,450	25,652	-9,497	382,605		382,605
20	2041	2042		6,978,251	55.664	388,437	27,191	-9,827	405,801		405,801
21	2042	2043		6,978,251	55.664	388,437	27,191	-9,827	405,801		405,801
22	2043	2044		7,396,947	55.664	411,744	28,822	-10,176	430,390		430,390
23	2044	2045		7,396,947	55.664	411,744	28,822	-10,176	430,390		430,390
24	2045	2046		7,840,763	55.664	436,448	30,551	-10,547	456,453		456,453
25	2046	2047		7,840,763	55.664	436,448	30,551	-10,547	456,453		456,453
26	2047	2048		8,311,209	55.664	462,635	32,384	-10,940	484,080		484,080
27	2048	2049		8,311,209	55.664	462,635	32,384	-10,940	484,080		484,080
28	2049	2050		8,809,882	55.664	490,393	34,328	-11,356	513,365		513,365
29	2050	2051		8,809,882	55.664	490,393	34,328	-11,356	513,365		513,365
30	2051	2052		9,338,475	55.664	519,817	36,387	-11,797	544,407		544,407
31	2052	2053		9,338,475	55.664	519,817	36,387	-11,797	544,407		544,407
32	2053	2054		9,898,783	55.664	551,006	38,570	-12,265	577,311		577,311
33	2054	2055		9,898,783	55.664	551,006	38,570	-12,265	577,311		577,311
34	2055	2056		10,492,710	55.664	584,066	40,885	-12,761	612,190		612,190
35	2056	2057		10,492,710	55.664	584,066	40,885	-12,761	612,190		612,190
36	2057	2058		11,122,273	55.664	619,110	43,338	-13,287	649,161		649,161
37	2058	2059		11,122,273	55.664	619,110	43,338	-13,287	649,161		649,161
38	2059	2060		11,789,609	55.664	656,257	45,938	-13,844	688,351		688,351
39	2060	2061		11,789,609	55.664	656,257	45,938	-13,844	688,351		688,351
40	2061	2062		12,496,986	55.664	695,632	48,694	-14,434	729,892		729,892

SOURCES AND USES OF FUNDS**COTTONWOOD TOWNHOMES METROPOLITAN DISTRICT
Limited Tax General Obligation, Series 2022**

Dated Date 12/01/2022
Delivery Date 12/01/2022

Sources:

Bond Proceeds:	
Par Amount	5,045,000.00
	5,045,000.00

Uses:

Project Fund Deposits:	
Net Project Fund	4,801,720.00
Delivery Date Expenses:	
Cost of Issuance	243,280.00
	5,045,000.00

BOND PRICING**COTTONWOOD TOWNHOMES METROPOLITAN DISTRICT
Limited Tax General Obligation, Series 2022**

<i>Bond Component</i>	<i>Maturity Date</i>	<i>Amount</i>	<i>Rate</i>	<i>Yield</i>	<i>Price</i>
Cash Flow Bond:					
	12/01/2023		5.750%	5.750%	100.000
	12/01/2024		5.750%	5.750%	100.000
	12/01/2025		5.750%	5.750%	100.000
	12/01/2026		5.750%	5.750%	100.000
	12/01/2027		5.750%	5.750%	100.000
	12/01/2028		5.750%	5.750%	100.000
	12/01/2029		5.750%	5.750%	100.000
	12/01/2030		5.750%	5.750%	100.000
	12/01/2031		5.750%	5.750%	100.000
	12/01/2032		5.750%	5.750%	100.000
	12/01/2033		5.750%	5.750%	100.000
	12/01/2034		5.750%	5.750%	100.000
	12/01/2035		5.750%	5.750%	100.000
	12/01/2036		5.750%	5.750%	100.000
	12/01/2037		5.750%	5.750%	100.000
	12/01/2038		5.750%	5.750%	100.000
	12/01/2039		5.750%	5.750%	100.000
	12/01/2040		5.750%	5.750%	100.000
	12/01/2041		5.750%	5.750%	100.000
	12/01/2042		5.750%	5.750%	100.000
	12/01/2043		5.750%	5.750%	100.000
	12/01/2044		5.750%	5.750%	100.000
	12/01/2045		5.750%	5.750%	100.000
	12/01/2046		5.750%	5.750%	100.000
	12/01/2047		5.750%	5.750%	100.000
	12/01/2048		5.750%	5.750%	100.000
	12/01/2049		5.750%	5.750%	100.000
	12/01/2050		5.750%	5.750%	100.000
	12/01/2051	144,000	5.750%	5.750%	100.000
	12/01/2052	264,000	5.750%	5.750%	100.000
	12/01/2053	278,000	5.750%	5.750%	100.000
	12/01/2054	328,000	5.750%	5.750%	100.000
	12/01/2055	347,000	5.750%	5.750%	100.000
	12/01/2056	401,000	5.750%	5.750%	100.000
	12/01/2057	425,000	5.750%	5.750%	100.000
	12/01/2058	486,000	5.750%	5.750%	100.000
	12/01/2059	514,000	5.750%	5.750%	100.000
	12/01/2060	582,000	5.750%	5.750%	100.000
	12/01/2061	617,000	5.750%	5.750%	100.000
	12/01/2062	659,000	5.750%	5.750%	100.000
		5,045,000			

Dated Date 12/01/2022
Delivery Date 12/01/2022
First Coupon 06/01/2023

Par Amount 5,045,000.00
Original Issue Discount

Production 5,045,000.00 100.000000%
Underwriter's Discount

Purchase Price 5,045,000.00 100.000000%
Accrued Interest

Net Proceeds 5,045,000.00

BOND SUMMARY STATISTICS**COTTONWOOD TOWNHOMES METROPOLITAN DISTRICT
Limited Tax General Obligation, Series 2022**

Dated Date	12/01/2022
Delivery Date	12/01/2022
Last Maturity	12/01/2062

Arbitrage Yield	5.672534%
True Interest Cost (TIC)	5.672534%
Net Interest Cost (NIC)	5.750000%
All-In TIC	5.998176%
Average Coupon	5.750000%

Average Life (years)	35.723
Duration of Issue (years)	15.837

Par Amount	5,045,000.00
Bond Proceeds	5,045,000.00
Total Interest	10,362,822.50
Net Interest	10,362,822.50
Total Debt Service	15,407,822.50
Maximum Annual Debt Service	715,838.75
Average Annual Debt Service	385,195.56

Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	

Total Underwriter's Discount	
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Bid Price	100.000000
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<i>Bond Component</i>	<i>Par Value</i>	<i>Price</i>	<i>Average Coupon</i>	<i>Average Life</i>
Cash Flow Bond	5,045,000.00	100.000	5.750%	35.723
	5,045,000.00			35.723

	<i>TIC</i>	<i>All-In TIC</i>	<i>Arbitrage Yield</i>
Par Value	5,045,000.00	5,045,000.00	5,045,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-243,280.00	
- Other Amounts			
Target Value	5,045,000.00	4,801,720.00	5,045,000.00
Target Date	12/01/2022	12/01/2022	12/01/2022
Yield	5.672534%	5.998176%	5.672534%

BOND DEBT SERVICE**COTTONWOOD TOWNHOMES METROPOLITAN DISTRICT
Limited Tax General Obligation, Series 2022**

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
06/01/2023			145,043.75	145,043.75	
12/01/2023					145,043.75
06/01/2024			290,087.50	290,087.50	
12/01/2024					290,087.50
06/01/2025			290,087.50	290,087.50	
12/01/2025					290,087.50
06/01/2026			290,087.50	290,087.50	
12/01/2026					290,087.50
06/01/2027			290,087.50	290,087.50	
12/01/2027					290,087.50
06/01/2028			290,087.50	290,087.50	
12/01/2028					290,087.50
06/01/2029			290,087.50	290,087.50	
12/01/2029					290,087.50
06/01/2030			290,087.50	290,087.50	
12/01/2030					290,087.50
06/01/2031			290,087.50	290,087.50	
12/01/2031					290,087.50
06/01/2032			290,087.50	290,087.50	
12/01/2032					290,087.50
06/01/2033			290,087.50	290,087.50	
12/01/2033					290,087.50
06/01/2034			290,087.50	290,087.50	
12/01/2034					290,087.50
06/01/2035			290,087.50	290,087.50	
12/01/2035					290,087.50
06/01/2036			290,087.50	290,087.50	
12/01/2036					290,087.50
06/01/2037			290,087.50	290,087.50	
12/01/2037					290,087.50
06/01/2038			290,087.50	290,087.50	
12/01/2038					290,087.50
06/01/2039			290,087.50	290,087.50	
12/01/2039					290,087.50
06/01/2040			290,087.50	290,087.50	
12/01/2040					290,087.50
06/01/2041			290,087.50	290,087.50	
12/01/2041					290,087.50
06/01/2042			290,087.50	290,087.50	
12/01/2042					290,087.50
06/01/2043			290,087.50	290,087.50	
12/01/2043					290,087.50
06/01/2044			290,087.50	290,087.50	
12/01/2044					290,087.50
06/01/2045			290,087.50	290,087.50	
12/01/2045					290,087.50
06/01/2046			290,087.50	290,087.50	
12/01/2046					290,087.50
06/01/2047			290,087.50	290,087.50	
12/01/2047					290,087.50
06/01/2048			290,087.50	290,087.50	
12/01/2048					290,087.50
06/01/2049			290,087.50	290,087.50	
12/01/2049					290,087.50
06/01/2050			290,087.50	290,087.50	
12/01/2050					290,087.50
06/01/2051			290,087.50	290,087.50	
12/01/2051	144,000	5.750%	4,140.00	148,140.00	438,227.50
06/01/2052			281,807.50	281,807.50	
12/01/2052	264,000	5.750%	7,590.00	271,590.00	553,397.50
06/01/2053			266,627.50	266,627.50	
12/01/2053	278,000	5.750%	7,992.50	285,992.50	552,620.00
06/01/2054			250,642.50	250,642.50	
12/01/2054	328,000	5.750%	9,430.00	337,430.00	588,072.50
06/01/2055			231,782.50	231,782.50	
12/01/2055	347,000	5.750%	9,976.25	356,976.25	588,758.75
06/01/2056			211,830.00	211,830.00	
12/01/2056	401,000	5.750%	11,528.75	412,528.75	624,358.75
06/01/2057			188,772.50	188,772.50	
12/01/2057	425,000	5.750%	12,218.75	437,218.75	625,991.25
06/01/2058			164,335.00	164,335.00	

BOND DEBT SERVICE**COTTONWOOD TOWNHOMES METROPOLITAN DISTRICT
Limited Tax General Obligation, Series 2022**

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
12/01/2058	486,000	5.750%	13,972.50	499,972.50	664,307.50
06/01/2059			136,390.00	136,390.00	
12/01/2059	514,000	5.750%	14,777.50	528,777.50	665,167.50
06/01/2060			106,835.00	106,835.00	
12/01/2060	582,000	5.750%	16,732.50	598,732.50	705,567.50
06/01/2061			73,370.00	73,370.00	
12/01/2061	617,000	5.750%	17,738.75	634,738.75	708,108.75
06/01/2062			37,892.50	37,892.50	
12/01/2062	659,000	5.750%	18,946.25	677,946.25	715,838.75
	5,045,000		10,362,822.50	15,407,822.50	15,407,822.50

EXHIBIT H

Form - Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF FORT LUPTON, COLORADO AND COTTONWOOD TOWNHOMES METROPOLITAN DISTRICT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into as of this ____ day of _____, 2022 (this “**Agreement**”) by and between the CITY OF FORT LUPTON, a municipal corporation of the State of Colorado (“**City**”), and COTTONWOOD TOWNHOMES METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”). The City and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Service Plan approved by the City on _____, 2022 (the “**Service Plan**”); and

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

WHEREAS, any capitalized term used, but not defined, in this Agreement shall have the meaning ascribed to such term in the Service Plan; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers and property owners to enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

A. Operations and Maintenance. The District shall be authorized to operate and maintain Public Improvements not conveyed to the City or other governmental entity having proper jurisdiction. In addition, the District may perform homeowners’ association functions for the property within its boundaries including, but not limited to, ownership, operation and maintenance of parks, trails, open space and common areas, Covenant Enforcement and Design Review Services, and social functions through designation of the District as the enforcement entity in the Covenants recorded against the Project.

B. Maintenance of City-owned Streets, Parks, and Open Space. The District shall provide snow-removal services within the District Boundaries on City-owned streets that are not arterial or collector roads, as more particularly set forth in the Maintenance IGA defined by and required by the Service Plan. In addition, the District shall operate and maintain City-owned parks and open spaces within the District Boundaries, including, but not limited to, irrigation services, turf, tree, and shrub care and, as necessary, replacement, lawn mowing and maintenance, and removal of litter, as more particularly set forth in the Maintenance IGA. The District shall approve and execute the Maintenance IGA immediately after completion of the construction of the street and/or parks and open space improvements and prior to performing the required maintenance. Failure to timely approve and execute the Maintenance IGA shall constitute a material modification of the Service Plan.

C. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the applicable standards and specifications of the City, including without limitation any Subdivision Improvement Agreement(s) with the City applicable to such Public Improvements, and of other governmental entities having proper jurisdiction. All facilities conveyed or otherwise dedicated to the City or other entity designated by the City shall be free and clear of any lien, claim, encumbrance or demand and shall be subject to the City's normal warranty procedures.

D. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

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

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

E. Inclusion Limitation. The District shall not include within its boundaries any property outside the Inclusion Area Boundaries without the prior written consent of the City.

F. Overlap Limitation. The District shall not consent to the organization of another district under the Special District Act which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed district, combined with the mill levy for payment of Debt by the District, will not at any time exceed the Maximum Debt Mill Levy of the District.

G. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

H. Total Debt Issuance Limitation. The District shall not issue Debt in excess of the Total Debt Issuance Limit.

I. Monies from Other Governmental Sources. The District shall not apply for or accept Colorado Trust Funds, Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and be a revenue source for the District without any limitation.

J. Eminent Domain Limitation. The District shall not exercise the power of eminent domain to obtain any real property owned by the City without the prior written approval of the City Council, as evidenced by resolution after a public hearing thereon.

K. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City.

L. Bankruptcy Limitation. All of the limitations contained in the Service Plan have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

1. Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and
2. Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

M. Maximum Debt Mill Levy.

1. The “Maximum Debt Mill Levy” of the District, which shall be subject to the Mill Levy Adjustment, shall be the maximum mill levy the District is permitted to impose upon the Taxable Property within the District for payment of Debt and shall be 55.277 mills for so long as the total amount of aggregate Debt of the District exceeds fifty percent (50%) of the District’s assessed valuation. At such time as the total amount of aggregate Debt of the District is equal to or less than fifty percent (50%) of the District’s assessed valuation, either on the date of issuance of any Debt or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy if End Users cast the majority of affirmative votes taken by the District’s Board at the meeting authorizing such action, and, as a result, the mill levy may be such amount as is necessary to pay the debt service on such Debt, and the Board may

further provide that such Debt shall remain secured by such increased mill levy, notwithstanding any subsequent change in the District's Debt to assessed value ratio.

2. The "Maximum Operation and Maintenance Mill Levy" of the District, which shall be subject to a Mill Levy Adjustment, shall be the maximum mill levy the District is permitted to impose upon the Taxable Property within the District for payment of administrative, operation and maintenance costs, and shall be 55.277 mills until such time that the District issues Debt. After the District issues Debt, the Maximum Operation and Maintenance Mill Levy, when combined with the Debt service mill levy imposed for Debt, shall not exceed 70.000 mills, which combined mill levy limit shall be subject to a Mill Levy Adjustment. The Maximum Operation and Maintenance Mill Levy shall apply to the District's ability to increase its mill levy as necessary for provision of administrative, operation and maintenance services to its taxpayers and service users until such time as End Users cast the majority of affirmative votes taken by the District's Board at a meeting authorizing the elimination of such Maximum Operation and Maintenance Mill Levy, at which time the mill levy may be such amount as is necessary to pay the administrative, operation and maintenance costs.

3. For purposes of the foregoing, once Debt has been determined to be within VI.C.1, above, so that the District is entitled to pledge to its payment an unlimited *ad valorem* mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S., and all other requirements of State law.

All issuances of general obligation Bonds shall be deemed to be in compliance with the Financial Plan so long as the Minimum Criteria, as hereinafter defined, have been met. "Minimum Criteria" shall mean that the general obligation Bonds are: (1) subject to the Maximum Debt Mill Levy; (2) together with other outstanding general obligation Bonds of the District, not in excess of the Total Debt Issuance Limit; (3) together with other outstanding general obligation Bonds of the District, not in excess of the general obligation debt authority provided by the District's electorate; (4) do not allow for the acceleration of Debt as a remedy against the District; and (5) issued in compliance with the applicable requirements of Section 321-1101(6), C.R.S. Any issuance of general obligation Bonds that does not satisfy the Minimum Criteria shall constitute a material modification of this Service Plan and a default under this Agreement.

The costs of constructing the Public Improvements may be paid from available District mill levy revenues, Debt and/or advances from the Developer. The District shall be authorized to reimburse Developer advances, if any, with interest at a market reasonable rate from District mill levy revenues and/or proceeds from Debt privately placed with the Developer, and other legally available revenues of the District. Any such privately placed Debt shall be subject to the Privately Placed Debt Limitation set forth in Section V.A.4 and the Minimum Criteria. Any Developer advances shall either be paid when bonds are issued by the District or shall be subordinate to any District debt, and only the Developer will hold the instruments evidencing such advances or financing.

In the event that the District determines that it is in the best interests of the District and its taxpayers to issue general obligation Bonds to parties other than the Developer to: (i) reimburse the Developer for Developer advances; (ii) refund or restructure Debt previously placed with the Developer; or (iii) finance

Public Improvements, the District shall prepare a plan of finance for the purpose of determining whether the proposed issuance satisfies the Minimum Criteria. The plan of finance will include the amount of Bonds to be issued, uses of proceeds therefrom (including, if any, capitalized interest and costs of issuance), sources of revenues securing repayment of the Bonds and the repayment schedule for the Bonds, all as required by Section 19-5(c)(1)c.1-4 of the Municipal Code. Debt Repayment Sources.

The District may impose mill levies as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the Board's discretion, these may include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time. In no event shall the debt service mill levy certified by the District exceed the Maximum Debt Mill Levy.

N. Dissolution. The District shall take all action necessary to dissolve, pursuant to Sections 32-1-701, *et seq.*, C.R.S., if the City files an application with the District no sooner than ten (10) years after the date of organization of the District for dissolution pursuant to Section 32-1-701 (3), C.R.S., provided that the District has no outstanding debt or outstanding operation and maintenance responsibilities at the time of the request.

O. Meeting Notices/Annual Report. The District shall deliver written notice of every regular or special meeting to the office of the City Clerk, by email, mail or by hand, at least 72 hours prior to such meeting; however, in the event Section 19-5(c)(1)k of the Municipal Code is amended to change the timeframe for this advanced notice requirement, this Agreement and the Service Plan shall be automatically updated to a corresponding timeframe without further action of the City Council. The District shall be responsible for submitting an annual report to the City no later than July 1st of each year following the year in which the Order and Decree creating the District has been recorded.

P. Material Modification. Actions of the District which violate the limitations set forth in Sections A-L above or Chapter 19 of the Municipal Code shall be deemed to be material modifications to the Service Plan requiring amendment of the Service Plan in accordance with the procedural requirements of Chapter 19 of the Municipal Code, and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District. The remedies herein shall be in addition to any remedies the City may have or actions the City may bring under Section 32-1-207, C.R.S., or any other applicable statute. The District shall have thirty (30) days to cure such material modification. If the material modification is of a type that is not capable of being cured within the 30-day period and the District shall give written notice to the City within the 30-day period that it is actively and diligently pursuing the cure, the District will have a reasonable period of time given the nature of the material modification following the end of the 30-day period, but not to exceed sixty (60) days, to cure the material modification, provided that the District is at all times actively and diligently pursuing the cure, failing which, the District will be in default under this Agreement. In the event the District fails to complete the cure or take any action to cure the material modification, the City may impose any sanctions allowed by the Municipal Code or statute. Nothing herein is intended to modify or prevent the use of the provisions of Section 32-1-207(3)(b), C.R.S.

Q. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have

been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District: Cottonwood Townhomes Metropolitan District
c/o Law Office of Michael E. Davis, LLC
1151 Eagle Drive, Suite 366
Loveland, CO 80537
Attn: Michael E. Davis, *Esq.*
Phone: (720) 324-3130
Email: Michael@mdavislawoffice.com

To the City: City of Fort Lupton
130 South McKinley
Fort Lupton, CO 80621
Attn: Chris Cross
Phone: (720) 466-6103
Fax: (303) 857-0351
[Email: Ccross@Fortluptonco.gov](mailto:Ccross@Fortluptonco.gov)

With a Copy to: White Bear Ankele Tanaka & Waldron, P.C.
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122
Attention: Jennifer Gruber Tanaka, Esq.
Phone: (303) 858-1800
Fax: (303) 858-1801
Email: jtanaka@wbapc.com

All notices, demands, requests or other communications shall be effective upon such personal delivery, one (1) business day after being deposited with a nationally recognized overnight air courier service, or three (3) business days after deposit in the United States First Class Mail. Each Party may change its address by giving notice to the other party in accordance with the provisions hereof.

R. Amendment. This Agreement may be amended or terminated in whole or in part by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

S. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void.

T. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in

such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

U. Governing Law and Venue. This Agreement shall be governed and construed under the laws of Weld County and the State of Colorado.

V. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

W. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

X. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

Y. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

Z. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this agreement effective as of the date set forth above.

COTTONWOOD TOWNHOMES
METROPOLITAN DISTRICT

By: _____
President

Attest:

Secretary

CITY OF FORT LUPTON, COLORADO

By: _____
Mayor

Attest:

By: _____
Its: _____

APPROVED AS TO FORM:

EXHIBIT I

City Council Resolution of Approval of Service Plan

RESOLUTION NO. 2022R_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO APPROVING THE SERVICE PLAN FOR THE COTTONWOOD TOWNHOMES METROPOLITAN DISTRICT AND APPROVING THE INTERGOVERNMENTAL AGREEMENT

WHEREAS, pursuant to §32-1-204.5, C.R.S., as amended, a Service Plan (the “**Service Plan**”) for the Cottonwood Townhomes Metropolitan District (the “**District**”) has been submitted to the City Council (the “**Council**”) of the City of Fort Lupton, Colorado (the “**City**”); and

WHEREAS, §32-1-204.5, C.R.S., as amended, provides that no special district shall be organized within the boundaries of the City except upon adoption of a resolution of the Council approving the Service Plan of the District; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, the Council held a public hearing on the Service Plan for the District on August 2, 2022; and

WHEREAS, notice of the hearing before the Council was duly published in the *Fort Lupton Press*, a newspaper of general circulation within the City, on July 7, 2022, as required by law, and forwarded to the petitioners, others entitled to postcard or letter notice, the Division of Local Government, and the governing body of each municipality and Title 32 district that has levied an *ad valorem* tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the Council has considered the Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the Council finds that the Service Plan should be approved unconditionally, as permitted by §§32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended; and

WHEREAS, the Council further finds that it is in the best interests of the citizens of the City to enter into an Intergovernmental Agreement (the “**IGA**”) with the District for the purpose of assigning the relative rights and responsibilities between the City and the District with respect to certain functions, operations, and obligations of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO:

- I. The City Council has jurisdiction to hear this matter.
- II. The Council hereby determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, related to the filing of the Service Plan for the District have been fulfilled and that notice of the hearing was given in the time and manner required by law.

III. The Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the Council of each of the following was presented with respect to the District:

A. There is sufficient existing and projected need for organized service in the area to be serviced by the proposed District.

B. The existing service in the area to be served by the proposed District is inadequate for present and projected needs.

C. The proposed District is capable of providing economical and sufficient service to the areas within its proposed boundaries.

D. The area to be included in the proposed District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

E. Adequate service is not, or will not be, available to the area through the City or other existing quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.

F. The facility and service standards of the proposed District are compatible with the facility and service standards of the City and each municipality which is an interested party under §32-1-204, C.R.S.

G. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.

H. The proposal is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area;

I. The creation of the proposed District will be in the best interests of the area proposed to be served; and

J. The Service Plan, based upon the statements set forth in the Service Plan and upon all evidence presented at the Public Hearing on the Service Plan, meets all conditions and requirements of §§32-1-201, *et seq.*, C.R.S.

IV. The Council hereby approves the Service Plan for the District as submitted. Nothing herein limits the City's powers with respect to the District, the property within the District, or the improvements to be constructed by the District. The City's findings are based solely upon the evidence in the Service Plan and such other evidence presented at the public hearing, and the City has not conducted any independent investigation of the evidence. The City makes no guarantee as to the financial viability of the District or the achievability of the results.

V. The Council hereby approves the IGA. The Mayor and the City Clerk are hereby authorized to execute, on behalf of the City, the IGA in substantially the form presented at this

meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

VI. This Resolution shall be filed in the records of the City and a copy thereof submitted to the District.

VII. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

INTRODUCED, READ AND PASSED this ____ day of _____ 2022.

CITY OF FORT LUPTON,

By: _____
Zo Stieber, Mayor

ATTEST:

By: _____
Mari Peña, City Clerk

APPROVED AS TO FORM:

J. Andrew Ausmus, City Attorney

EXHIBIT J
Form Maintenance Agreement

MAINTENANCE SERVICES AGREEMENT
(Snow Removal and Park and Open Maintenance Services)

This **MAINTENANCE SERVICES AGREEMENT**, including any and all exhibits attached hereto (the “**Agreement**”), is made and entered as of this ____ day of _____ 2022, by and between the **CITY OF FORT LUPTON**, a municipal corporation of the State of Colorado (the “**City**”), and the **COTTONWOOD TOWNHOMES METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”). The City and the District are referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Service Plan approved by the City on _____, 2022 (the “**Service Plan**”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental maintenance agreement between the City and the District; and

WHEREAS, any capitalized term used, but not defined, in this Agreement shall have the meaning ascribed to such term in the Service Plan; and

WHEREAS, the City has established a *Snow/Ice Removal with Level Service Policy*, dated November 29, 2017 (the “**Policy**”); and

WHEREAS, the City and the District desire to keep City-owned property within District Boundaries safe, clean, orderly, and beautified; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers and property owners to enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

A. Scope of Services: Snowplowing. The District shall provide snow-removal services (the “**Services**”) within District Boundaries on City-owned streets that are not arterial or collector roads (the “**Streets**”), which Streets are depicted on the map attached hereto as **Exhibit A** and incorporated herein by this reference. The District shall perform the Services (a) in a professional manner, to the satisfaction of the City, using the degree of skill and knowledge customarily employed in the performance of such services; (b) in a timely manner to ensure the upkeep and safe use of the Streets; and (c) using reasonable efforts to minimize any annoyance,

interference, or disruption to the residents, tenants, occupants, and invitees within the District. Further, the District shall comply with the Ft. Lupton Municipal Code, the Policy, and any other applicable municipal regulations and ordinances in performing the Services.

B. Scope of Services: Parks and Open Space. The District shall operate and provide maintenance and upkeep services (“**Maintenance**”) within District Boundaries on City-owned parks and open space (the “**Parks**”), which Parks are depicted on the map attached hereto as **Exhibit B** and incorporated herein by this reference. Maintenance of the Parks includes but is not limited to irrigation services; turf, tree, and shrub care and, as necessary, replacement; lawn mowing and maintenance; and removal of litter. The District shall perform the Maintenance (a) in a professional manner, to the satisfaction of the City, using the degree of skill and knowledge customarily employed in the performance of such services; (b) in a timely manner to ensure the health and beauty of all vegetation in the Parks; and (c) using reasonable efforts to minimize any annoyance, interference, or disruption to the residents, tenants, occupants, and invitees within the District.

C. Independent Contractor. For purposes of this Agreement, the District is an independent contractor, and nothing in this Agreement shall constitute or designate the District or any of its employees or agents as employees or agents of the City. The District may select the means, manner, and method of performing its duties under this Agreement, without detailed control or direction from the City, and shall be responsible for supervising its own employees or subcontractors. The City is concerned only with the results to be obtained. The City shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the District or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state, or federal income or other tax contributions, insurance contributions (e.g., FICA taxes), workers’ compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits, or insurance. The District shall be responsible for the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the District will be deemed employees or sub-contractors of the District and will not for any purpose be considered employees or agents of the City. The District is not entitled to worker’s compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the District or some other entity other than the City, and the District is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.

D. Equal Opportunity/Employment Eligibility. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the District represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

The District hereby states that it does not knowingly employ or contract with a worker without authorization and that the District has participated in or has attempted to participate in the E-Verify Program or Department Program (formerly known as the Basic Pilot Program) (as

defined in §8-17.5-101, C.R.S.) in order to verify that it does not employ any a workers without authorization. The District affirmatively makes the follow declarations:

1. The District shall not knowingly employ or contract with a worker without authorization who will perform work under the public contract for services contemplated in this Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for Services contemplated in this Agreement.

2. The District shall not knowingly enter into a contract with a subcontractor that fails to certify to the District that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform the services contemplated in this Agreement.

3. The District has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

4. The District is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

5. If the District obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with a worker without authorization, the District shall be required to:

a. Notify the subcontractor and the City within three (3) days that the District has actual knowledge that the subcontractor is employing or contracting with a worker without authorization.

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the worker without authorization; except that the District shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

6. The District shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation involving matters under this Section 10 that such Department is undertaking pursuant to the authority established in § 8-17.5-102, C.R.S.

7. If the District violates a provision of this Agreement pursuant to which § 8-17.5-102, C.R.S., applies the City may terminate this Agreement upon three (3) days written notice

to the District. If this Agreement is so terminated, the District shall be liable for actual and consequential damages to the City.

E. Insurance Requirements.

1. The District shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit C**, attached hereto and incorporated herein by this reference. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the City may carry, and any insurance maintained by the City shall be considered excess. The City may verify or confirm, at any time, all coverage, information, or representations contained in this Agreement.

2. Prior to commencing any work under this Agreement, the District shall provide the City with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the District subcontracts any portion(s) of the Services or Maintenance, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance, and automobile liability insurance in amounts satisfactory to the City and the District; provided, however, that sub-contractors of the District shall not be required by the City to provide coverage in excess of that which is required hereunder of the District. If the coverage required expires during the term of this Agreement, the District or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

3. The District's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the District's liability under any provision in this Agreement. The District shall be responsible for the payment of any deductibles on issued policies.

F. Indemnification. To the extent permitted by law, the District shall indemnify and hold harmless the City, its directors, officers, contractors, employees, agents, and consultants (collectively, the "**City Indemnitees**"), from any and all injuries, damages, causes of actions or claims which result from negligence on the part of the District, its agents, or employees under the Agreement. Insurance coverage requirements specified in this Agreement will in no way lessen or limit the liability of the District under the terms of this indemnification obligation. The District shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section F. This defense and indemnification obligation will survive the expiration or termination of this Agreement.

G. Assignment. The District shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the City. Any attempted assignment of this Agreement in whole or in part with respect to which the City has not consented, in writing, shall be null and void and of no effect whatsoever.

H. Sub-Contractors. The District is solely and fully responsible to the City for the performance of all Services and Maintenance in accordance with the terms set forth in this Agreement, whether performed by the District or a subcontractor engaged by the District, and neither the City's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the District's duties, liabilities, or obligations under this Agreement. The District agrees that each and every agreement of the District with any subcontractor to perform Services or Maintenance under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement, holding the City harmless for the acts of the subcontractor. Prior to commencing any Services or Maintenance, a subcontractor shall provide evidence of insurance coverage to the City in accordance with the requirements of this Agreement. The District further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

I. Material Modification. Actions of the District which violate the limitations set forth in Sections A-H above or Chapter 19 of the Municipal Code shall be deemed to be material modifications to the Service Plan requiring amendment of the Service Plan in accordance with the procedural requirements of Chapter 19 of the Municipal Code, and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District. The remedies herein shall be in addition to any remedies the City may have or actions the City may bring under Section 32-1-207, C.R.S., or any other applicable statute. The District shall have thirty (30) days to cure such material modification. If the material modification is of a type that is not capable of being cured within the 30-day period and the District shall give written notice to the City within the 30-day period that it is actively and diligently pursuing the cure, the District will have a reasonable period of time given the nature of the material modification following the end of the 30-day period, but not to exceed sixty (60) days, to cure the material modification, provided that the District is at all times actively and diligently pursuing the cure, failing which, the District will be in default under this Agreement. In the event the District fails to complete the cure or take any action to cure the material modification, the City may impose any sanctions allowed by the Municipal Code or statute. Nothing herein is intended to modify or prevent the use of the provisions of Section 32-1-207(3)(b), C.R.S.

J. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District: Cottonwood Townhomes Metropolitan District
c/o Law Office of Michael E. Davis, LLC
1151 Eagle Drive, Suite 366
Loveland, CO 80537
Attn: Michael E. Davis, *Esq.*
Phone: (720) 324-3130
Email: Michael@MDavisLawOffice.com

To the City: City of Fort Lupton
130 South McKinley
Fort Lupton, CO 80621
Attn: Chris Cross
Phone: (720) 466-6103
Fax: (303) 857-0351
Email: CCross@Fortluptonco.gov

With a Copy to: White Bear Ankele Tanaka & Waldron, P.C.
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122
Attention: Jennifer Gruber Tanaka, *Esq.*
Phone: (303) 858-1800
Fax: (303) 858-1801
Email: jtanaka@wbapc.com

All notices, demands, requests or other communications shall be effective upon such personal delivery, one (1) business day after being deposited with a nationally recognized overnight air courier service, or three (3) business days after deposit in the United States First Class Mail. Each Party may change its address by giving notice to the other party in accordance with the provisions hereof.

K. Amendment. The Parties may amend or terminate this Agreement in whole or in part by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

L. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void.

M. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

N. Governing Law and Venue. This Agreement shall be governed and construed under the laws of Weld County and the State of Colorado.

O. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

P. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

Q. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

R. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

S. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

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

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SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this agreement effective as of the date set forth above.

COTTONWOOD TOWNHOMES
METROPOLITAN DISTRICT

By: _____
President

Attest:

Secretary

CITY OF FORT LUPTON, COLORADO

By: _____
Mayor

Attest:

By: _____
Its: _____

APPROVED AS TO FORM:

EXHIBIT A
Map of Streets

EXHIBIT B
Map of Parks and Open Space

EXHIBIT C

INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section E of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of District involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:

- premises operations;
- personal injury liability without employment exclusion;
- limited contractual;
- broad form property damages, including completed operations;
- medical payments;
- products and completed operations;
- independent consultants coverage;
- coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**

EXHIBIT C-1
Insurance Certificate(s)

RESOLUTION NO. 2022R_____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT
LUPTON, COLORADO APPROVING THE SERVICE PLAN FOR THE
COTTONWOOD TOWNHOMES METROPOLITAN DISTRICT AND
APPROVING THE INTERGOVERNMENTAL AGREEMENT**

WHEREAS, pursuant to §32-1-204.5, C.R.S., as amended, a Service Plan (the “**Service Plan**”) for the Cottonwood Townhomes Metropolitan District (the “**District**”) has been submitted to the City Council (the “**Council**”) of the City of Fort Lupton, Colorado (the “**City**”); and

WHEREAS, §32-1-204.5, C.R.S., as amended, provides that no special district shall be organized within the boundaries of the City except upon adoption of a resolution of the Council approving the Service Plan of the District; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, the Council held a public hearing on the Service Plan for the District on August 2, 2022; and

WHEREAS, notice of the hearing before the Council was duly published in the *Fort Lupton Press*, a newspaper of general circulation within the City, on July 7, 2022, as required by law, and forwarded to the petitioners, others entitled to postcard or letter notice, the Division of Local Government, and the governing body of each municipality and Title 32 district that has levied an *ad valorem* tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the Council has considered the Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the Council finds that the Service Plan should be approved unconditionally, as permitted by §§32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended; and

WHEREAS, the Council further finds that it is in the best interests of the citizens of the City to enter into an Intergovernmental Agreement (the “**IGA**”) with the District for the purpose of assigning the relative rights and responsibilities between the City and the District with respect to certain functions, operations, and obligations of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF FORT LUPTON, COLORADO:**

- I. The City Council has jurisdiction to hear this matter.
- II. The Council hereby determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, related to the filing of the Service Plan for the District have been fulfilled and that notice of the hearing was given in the time and manner required by law.
- III. The Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and

that evidence satisfactory to the Council of each of the following was presented with respect to the District:

A. There is sufficient existing and projected need for organized service in the area to be serviced by the proposed District.

B. The existing service in the area to be served by the proposed District is inadequate for present and projected needs.

C. The proposed District is capable of providing economical and sufficient service to the areas within its proposed boundaries.

D. The area to be included in the proposed District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

E. Adequate service is not, or will not be, available to the area through the City or other existing quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.

F. The facility and service standards of the proposed District are compatible with the facility and service standards of the City and each municipality which is an interested party under §32-1-204, C.R.S.

G. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.

H. The proposal is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area;

I. The creation of the proposed District will be in the best interests of the area proposed to be served; and

J. The Service Plan, based upon the statements set forth in the Service Plan and upon all evidence presented at the Public Hearing on the Service Plan, meets all conditions and requirements of §§32-1-201, *et seq.*, C.R.S.

IV. The Council hereby approves the Service Plan for the District as submitted. Nothing herein limits the City's powers with respect to the District, the property within the District, or the improvements to be constructed by the District. The City's findings are based solely upon the evidence in the Service Plan and such other evidence presented at the public hearing, and the City has not conducted any independent investigation of the evidence. The City makes no guarantee as to the financial viability of the District or the achievability of the results.

V. The Council hereby approves the IGA. The Mayor and the City Clerk are hereby authorized to execute, on behalf of the City, the IGA in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

VI. This Resolution shall be filed in the records of the City and a copy thereof submitted to the District.

VII. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

INTRODUCED, READ AND PASSED this 2nd day of August 2022.

CITY OF FORT LUPTON,

By: _____
Zo Stieber, Mayor

ATTEST:

By: _____
Mari Peña, City Clerk

APPROVED AS TO FORM:

J. Andrew Ausmus, City Attorney

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE CITY OF FORT LUPTON, COLORADO
AND
COTTONWOOD TOWNHOMES METROPOLITAN DISTRICT**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into as of this ____ day of _____, 2022 (this “**Agreement**”) by and between the CITY OF FORT LUPTON, a municipal corporation of the State of Colorado (“**City**”), and COTTONWOOD TOWNHOMES METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”). The City and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Service Plan approved by the City on _____, 2022 (the “**Service Plan**”); and

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

WHEREAS, any capitalized term used, but not defined, in this Agreement shall have the meaning ascribed to such term in the Service Plan; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers and property owners to enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

A. Operations and Maintenance. The District shall be authorized to operate and maintain Public Improvements not conveyed to the City or other governmental entity having proper jurisdiction. In addition, the District may perform homeowners’ association functions for the property within its boundaries including, but not limited to, ownership, operation and maintenance of parks, trails, open space and common areas, Covenant Enforcement and Design Review Services, and social functions through designation of the District as the enforcement entity in the Covenants recorded against the Project.

B. Maintenance of City-owned Streets, Parks, and Open Space. The District shall provide snow-removal services within the District Boundaries on City-owned streets that are not arterial or collector roads, as more particularly set forth in the Maintenance IGA defined by and required by the Service Plan. In addition, the District shall operate and maintain City-owned parks

and open spaces within the District Boundaries, including, but not limited to, irrigation services, turf, tree, and shrub care and, as necessary, replacement, lawn mowing and maintenance, and removal of litter, as more particularly set forth in the Maintenance IGA. The District shall approve and execute the Maintenance IGA immediately after completion of the construction of the street and/or parks and open space improvements and prior to performing the required maintenance. Failure to timely approve and execute the Maintenance IGA shall constitute a material modification of the Service Plan.

C. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the applicable standards and specifications of the City, including without limitation any Subdivision Improvement Agreement(s) with the City applicable to such Public Improvements, and of other governmental entities having proper jurisdiction. All facilities conveyed or otherwise dedicated to the City or other entity designated by the City shall be free and clear of any lien, claim, encumbrance or demand and shall be subject to the City's normal warranty procedures.

D. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

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

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

E. Inclusion Limitation. The District shall not include within its boundaries any property outside the Inclusion Area Boundaries without the prior written consent of the City.

F. Overlap Limitation. The District shall not consent to the organization of another district under the Special District Act which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed district, combined with the mill levy for payment of Debt by the District, will not at any time exceed the Maximum Debt Mill Levy of the District.

G. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

H. Total Debt Issuance Limitation. The District shall not issue Debt in excess of the Total Debt Issuance Limit.

I. Monies from Other Governmental Sources. The District shall not apply for or accept Colorado Trust Funds, Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and be a revenue source for the District without any limitation.

J. Eminent Domain Limitation. The District shall not exercise the power of eminent domain to obtain any real property owned by the City without the prior written approval of the City Council, as evidenced by resolution after a public hearing thereon.

K. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City.

L. Bankruptcy Limitation. All of the limitations contained in the Service Plan have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

1. Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and
2. Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

M. Maximum Debt Mill Levy.

1. The “Maximum Debt Mill Levy” of the District, which shall be subject to the Mill Levy Adjustment, shall be the maximum mill levy the District is permitted to impose upon the Taxable Property within the District for payment of Debt and shall be 55.277 mills for so long as the total amount of aggregate Debt of the District exceeds fifty percent (50%) of the District’s assessed valuation. At such time as the total amount of aggregate Debt of the District is equal to or less than fifty percent (50%) of the District’s assessed valuation, either on the date of issuance of any Debt or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy if End Users cast the majority of affirmative votes taken by the District’s Board at the meeting authorizing such action, and, as a result, the mill levy may be such amount as is necessary to pay the debt service on such Debt, and the Board may further provide that such Debt shall remain secured by such increased mill levy, notwithstanding any subsequent change in the District’s Debt to assessed value ratio.

2. The “Maximum Operation and Maintenance Mill Levy” of the District, which shall be subject to a Mill Levy Adjustment, shall be the maximum mill levy the District is permitted to impose upon the Taxable Property within the District for payment of administrative, operation and maintenance costs, and shall be 55.277 mills until such time that the District issues Debt. After the District issues Debt, the Maximum Operation and Maintenance Mill Levy, when combined with the Debt service mill levy imposed for Debt, shall not exceed 70.000 mills, which combined mill levy limit shall be subject to a Mill Levy Adjustment. The Maximum Operation and Maintenance Mill Levy shall apply to the District’s ability to increase its mill levy as necessary for provision of administrative, operation and maintenance services to its taxpayers and service users until such time as End Users cast the majority of affirmative votes taken by the District’s Board at a meeting authorizing the elimination of such Maximum Operation and Maintenance Mill Levy, at which time the mill levy may be such amount as is necessary to pay the administrative, operation and maintenance costs.

3. For purposes of the foregoing, once Debt has been determined to be within VI.C.1, above, so that the District is entitled to pledge to its payment an unlimited *ad valorem* mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District’s Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S., and all other requirements of State law.

All issuances of general obligation Bonds shall be deemed to be in compliance with the Financial Plan so long as the Minimum Criteria, as hereinafter defined, have been met. “Minimum Criteria” shall mean that the general obligation Bonds are: (1) subject to the Maximum Debt Mill Levy; (2) together with other outstanding general obligation Bonds of the District, not in excess of the Total Debt Issuance Limit; (3) together with other outstanding general obligation Bonds of the District, not in excess of the general obligation debt authority provided by the District’s electorate; (4) do not allow for the acceleration of Debt as a remedy against the District; and (5) issued in compliance with the applicable requirements of Section 321-1101(6), C.R.S. Any issuance of general obligation Bonds that does not satisfy the Minimum Criteria shall constitute a material modification of this Service Plan and a default under this Agreement.

The costs of constructing the Public Improvements may be paid from available District mill levy revenues, Debt and/or advances from the Developer. The District shall be authorized to reimburse Developer advances, if any, with interest at a market reasonable rate from District mill levy revenues and/or proceeds from Debt privately placed with the Developer, and other legally available revenues of the District. Any such privately placed Debt shall be subject to the Privately Placed Debt Limitation set forth in Section V.A.4 and the Minimum Criteria. Any Developer advances shall either be paid when bonds are issued by the District or shall be subordinate to any District debt, and only the Developer will hold the instruments evidencing such advances or financing.

In the event that the District determines that it is in the best interests of the District and its taxpayers to issue general obligation Bonds to parties other than the Developer to: (i) reimburse the Developer for Developer advances; (ii) refund or restructure Debt previously placed with the Developer; or (iii) finance Public Improvements, the District shall prepare a plan of finance for the purpose of determining whether the proposed issuance satisfies the Minimum Criteria. The plan of finance will include the amount of Bonds to be issued, uses of proceeds therefrom (including, if any, capitalized interest and costs of

issuance), sources of revenues securing repayment of the Bonds and the repayment schedule for the Bonds, all as required by Section 19-5(c)(1)c.1-4 of the Municipal Code. Debt Repayment Sources.

The District may impose mill levies as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the Board's discretion, these may include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time. In no event shall the debt service mill levy certified by the District exceed the Maximum Debt Mill Levy.

N. Dissolution. The District shall take all action necessary to dissolve, pursuant to Sections 32-1-701, *et seq.*, C.R.S., if the City files an application with the District no sooner than ten (10) years after the date of organization of the District for dissolution pursuant to Section 32-1-701 (3), C.R.S., provided that the District has no outstanding debt or outstanding operation and maintenance responsibilities at the time of the request.

O. Meeting Notices/Annual Report. The District shall deliver written notice of every regular or special meeting to the office of the City Clerk, by email, mail or by hand, at least 72 hours prior to such meeting; however, in the event Section 19-5(c)(1)k of the Municipal Code is amended to change the timeframe for this advanced notice requirement, this Agreement and the Service Plan shall be automatically updated to a corresponding timeframe without further action of the City Council. The District shall be responsible for submitting an annual report to the City no later than July 1st of each year following the year in which the Order and Decree creating the District has been recorded.

P. Material Modification. Actions of the District which violate the limitations set forth in Sections A-L above or Chapter 19 of the Municipal Code shall be deemed to be material modifications to the Service Plan requiring amendment of the Service Plan in accordance with the procedural requirements of Chapter 19 of the Municipal Code, and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District. The remedies herein shall be in addition to any remedies the City may have or actions the City may bring under Section 32-1-207, C.R.S., or any other applicable statute. The District shall have thirty (30) days to cure such material modification. If the material modification is of a type that is not capable of being cured within the 30-day period and the District shall give written notice to the City within the 30-day period that it is actively and diligently pursuing the cure, the District will have a reasonable period of time given the nature of the material modification following the end of the 30-day period, but not to exceed sixty (60) days, to cure the material modification, provided that the District is at all times actively and diligently pursuing the cure, failing which, the District will be in default under this Agreement. In the event the District fails to complete the cure or take any action to cure the material modification, the City may impose any sanctions allowed by the Municipal Code or statute. Nothing herein is intended to modify or prevent the use of the provisions of Section 32-1-207(3)(b), C.R.S.

Q. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District: Cottonwood Townhomes Metropolitan District
c/o Law Office of Michael E. Davis, LLC
1151 Eagle Drive, Suite 366
Loveland, CO 80537
Attn: Michael E. Davis, *Esq.*
Phone: (720) 324-3130
Email: Michael@mdavislawoffice.com

To the City: City of Fort Lupton
130 South McKinley
Fort Lupton, CO 80621
Attn: Chris Cross
Phone: (720) 466-6103
Fax: (303) 857-0351
Email: Ccross@Fortluptonco.gov

With a Copy to: White Bear Ankele Tanaka & Waldron, P.C.
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122
Attention: Jennifer Gruber Tanaka, *Esq.*
Phone: (303) 858-1800
Fax: (303) 858-1801
Email: jtanaka@wbapc.com

All notices, demands, requests or other communications shall be effective upon such personal delivery, one (1) business day after being deposited with a nationally recognized overnight air courier service, or three (3) business days after deposit in the United States First Class Mail. Each Party may change its address by giving notice to the other party in accordance with the provisions hereof.

R. Amendment. This Agreement may be amended or terminated in whole or in part by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

S. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void.

T. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

U. Governing Law and Venue. This Agreement shall be governed and construed under the laws of Weld County and the State of Colorado.

V. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

W. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

X. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

Y. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

Z. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this agreement effective as of the date set forth above.

COTTONWOOD TOWNHOMES
METROPOLITAN DISTRICT

By: _____
President

Attest:

Secretary

CITY OF FORT LUPTON, COLORADO

By: _____
Mayor

Attest:

By: _____
Its: _____

APPROVED AS TO FORM:

Colorado Community Media
750 W. Hampden Ave. Suite 225
Englewood, CO 80110

Cottonwood Townhomes MD (Davis) **
c/o Law Office of Michael E. Davis, LLC
5910 DS. University Blvd, C-18, #203
Greenwood Village CO 80121

AFFIDAVIT OF PUBLICATION

State of Colorado }
County of Weld } ss

This Affidavit of Publication for the Fort Lupton Press, a weekly newspaper, printed and published for the County of Weld, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made 7/7/2022, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.

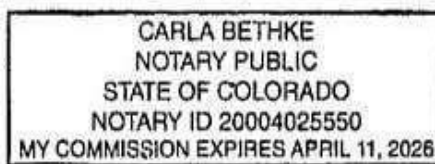


For the Fort Lupton Press

State of Colorado }
County of Arapahoe } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Linda Shapley, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 7/7/2022. Linda Shapley has verified to me that she has adopted an electronic signature to function as her signature on this document.

20004025550-637360
Carla Bethke
Notary Public
My commission ends April 11, 2026



Public Notice

NOTICE OF PUBLIC HEARING REGARDING THE ORGANIZATION OF SPECIAL DISTRICT

IN RE THE PROPOSED COTTONWOOD
TOWNHOMES METROPOLITAN DISTRICT,
CITY OF FORT LUPTON, COUNTY OF WELD,
STATE OF COLORADO

PUBLIC NOTICE IS HEREBY GIVEN that, pursuant to § 32-1-204(1), C.R.S., a service plan (the "Service Plan") for the proposed Cottonwood Townhomes Metropolitan District (the "District") has been filed with the City of Fort Lupton, Colorado (the "City"). The Service Plan is available for public inspection in the office of the City Clerk.

NOTICE IS HEREBY FURTHER GIVEN that the Fort Lupton City Council (the "City Council") will hold a public hearing at 6:00 p.m. or soon thereafter, on Tuesday, August 2, 2022, 2022 at the City Hall located at 130 South McKinley Avenue to review the proposed Service Plan, and to form a basis for a resolution approving, disapproving, or conditionally approving such Service Plan. This meeting will be conducted both remotely and in-person. Members of the public are invited to attend and may join in person or remotely by registering at:

<https://global.gotomeeting.com/join/851983253>.
The City Council may, in its own discretion, continue the hearing to a subsequent meeting.

The District is located entirely within the City limits of Fort Lupton, and includes property generally described as a parcel containing approximately 14.1 acres located at the northeast corner of 9th Street and College Avenue.

The District is proposed to be organized as a metropolitan district to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, and limited operations and maintenance of the public improvements needed for the Cottonwood Townhomes development and will have the authority to impose mill levies for repayment of debt and for limited administrative, operation and maintenance purposes. For debt service, the maximum mill levy that may be imposed by the District upon taxable property within the District's boundaries shall not exceed 55.277 mills; however, this maximum shall not apply when the total amount of debt is equal to or less than fifty percent (50%) of a District's assessed valuation if end users (as defined in the Service Plan) cast the majority of votes taken by the Board of Directors to impose a higher mill levy for the payment of debt. The maximum operation and maintenance mill levy that may be imposed by the District upon taxable property within the District's boundaries shall not exceed 55.277 mills provided, however, that the combined mill levy for both debt service and operations and maintenance shall not exceed 70.000 mills. If the method of calculating assessed valuation is changed by law, the maximum mill levies may be increased or decreased to reflect such changes.

NOTICE IS HEREBY FURTHER GIVEN that any protests or objections to the proposed Service Plan must be submitted in writing to the City Council at or prior to the hearing, or any continuance or postponement thereof, in order to be considered. All protests and objections to the Service Plan shall be deemed waived unless presented in writing at the time and manner specified above. Any person owning property in the proposed District may request that such property be excluded from the District prior to approval of the Service Plan and shall submit such request, in writing, to the City Manager no later than ten days prior to the public hearing.

BY ORDER OF THE CITY COUNCIL OF THE
CITY OF FORT LUPTON.

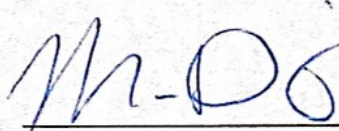
Legal Notice No. FLP656
First Publication: July 7, 2022
Last Publication: July 7, 2022
Publisher: Fort Lupton Press

CERTIFICATE OF MAILING

I hereby certify that a true and correct copy of the following NOTICE OF PUBLIC HEARING for the Cottonwood Townhomes Metropolitan District was mailed on Tuesday, July 05, 2022, by placing same in envelopes with U.S. Mail, first-class postage prepaid and addressed as set forth below:

SEE EXHIBIT A

Dated July 5, 2022.



By: Marisa Davis

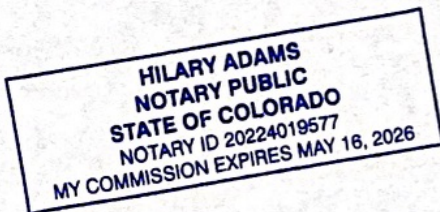
STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 5th day of July, 2022, by Marisa Davis as an individual.

WITNESS my hand and official seal.

My commission expires: May 16, 2026

(SEAL)



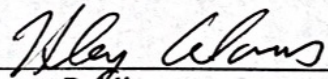

Notary Public

Exhibit A

**NOTICE OF PUBLIC HEARING REGARDING THE
ORGANIZATION OF SPECIAL DISTRICT**

IN RE THE PROPOSED COTTONWOOD TOWNHOMES METROPOLITAN DISTRICT, CITY
OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO

PUBLIC NOTICE IS HEREBY GIVEN that, pursuant to § 32-1-204(1), C.R.S., a service plan (the “**Service Plan**”) for the proposed Cottonwood Townhomes Metropolitan District (the “**District**”) has been filed with the City of Fort Lupton, Colorado (the “City”). The Service Plan is available for public inspection in the office of the City Clerk.

NOTICE IS HEREBY FURTHER GIVEN that the Fort Lupton City Council (the “City Council”) will hold a public hearing at 6:00 p.m. or soon thereafter, on Tuesday, August 2, 2022, 2022 at the City Hall located at 130 South McKinley Avenue to review the proposed Service Plan, and to form a basis for a resolution approving, disapproving, or conditionally approving such Service Plan. This meeting will be conducted both remotely and in-person. Members of the public are invited to attend and may join in person or remotely by registering at: <https://global.gotomeeting.com/join/851983253>. The City Council may, in its own discretion, continue the hearing to a subsequent meeting.

The District is located entirely within the City limits of Fort Lupton, and includes property generally described as a parcel containing approximately 14.1 acres located at the northeast corner of 9th Street and College Avenue.

The District is proposed to be organized as a metropolitan district to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, and limited operations and maintenance of the public improvements needed for the Cottonwood Townhomes development and will have the authority to impose mill levies for repayment of debt and for limited administrative, operation and maintenance purposes. For debt service, the maximum mill levy that may be imposed by the District upon taxable property within the District’s boundaries shall not exceed 55.277 mills; however, this maximum shall not apply when the total amount of debt is equal to or less than fifty percent (50%) of a District’s assessed valuation if end users (as defined in the Service Plan) cast the majority of votes taken by the Board of Directors to impose a higher mill levy for the payment of debt. The maximum operation and maintenance mill levy that may be imposed by the District upon taxable property within the District’s boundaries shall not exceed 55.277 mills provided, however, that the combined mill levy for both debt service and operations and maintenance shall not exceed 70.000 mills. If the method of calculating assessed valuation is changed by law, the maximum mill levies may be increased or decreased to reflect such changes.

NOTICE IS HEREBY FURTHER GIVEN that any protests or objections to the proposed Service Plan must be submitted in writing to the City Council at or prior to the hearing, or any continuance or postponement thereof, in order to be considered. All protests and objections to the Service Plan shall be deemed waived unless presented in writing at the time and manner specified above. Any person owning property in the proposed District may request that such property be excluded from the District prior to approval of the Service Plan and shall submit such request, in writing, to the City Manager no later than ten days prior to the public hearing.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON.

COTTONWOOD DEVELOPMENT
PARTNERS LLC
4040 MACARTHUR BLVD STE 250
NEWPORT BEACH, CA 926602509

Central Colorado Water
3209 West 28th Street
Greeley, CO 80634

Central Weld County Water District
2235 Second Avenue
Greeley, CO 80631

Cottonwood Greens
Metropolitan District No. 1
390 Union Boulevard, Suite 400
Denver, CO 80228

Cottonwood Greens
Metropolitan District No. 2
c/o Law Office of Michael E. Davis, LLC
5910 S. University Blvd., Ste. C-18, #203
Greenwood Village, CO 80121

Cottonwood Greens
Metropolitan District No. 5
c/o Law Office of Michael E. Davis, LLC
5910 S. University Blvd., Ste. C-18, #203
Greenwood Village, CO 80121

City of Fort Lupton
130 South McKinley Avenue
Fort Lupton, CO 80621

Fort Lupton Fire Protection District
1121 Denver Avenue
Fort Lupton, CO 80621

Hudson Fire Protection District
PO Box 7
Hudson, CO 80642

Lupton Village Commercial
Metropolitan District
c/o Law Office of Michael E. Davis, LLC
5910 S. University Blvd., Ste. C-18, #203
Greenwood Village, CO 80121

Lupton Village Residential
Metropolitan District
c/o Law Office of Michael E. Davis, LLC
5910 S. University Blvd., Ste. C-18, #203
Greenwood Village, CO 80121

Mountain Sky Metropolitan District
c/o Norton & Smith, P.C.
1331 17th Street, Suite 500
Denver, CO 80202-1555

Murata Farms Commercial Metropolitan
District
c/o Law Office of Michael E. Davis, LLC
5910 S. University Blvd., Ste. C-18, #203
Greenwood Village, CO 80121

Murata Farms Residential
Metropolitan District
c/o Law Office of Michael E. Davis, LLC
5910 S. University Blvd., Ste. C-18, #203
Greenwood Village, CO 80121

North Land Industrial
Metropolitan District Nos. 1-2
c/o White Bear Ankele
Tanaka & Waldron, P.C.
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122

Northern Colorado Water District
220 Water Avenue
Berthoud, CO 80513

Platte River Metropolitan District
c/o Law Office of Michael E. Davis, LLC
5910 S. University Blvd., Ste. C-18, #203
Greenwood Village, CO 80121

Real Weld Metropolitan District
c/o Law Office of Michael E. Davis, LLC
5910 S. University Blvd., Ste. C-18, #203
Greenwood Village, CO 80121

Vincent Village Metropolitan District
c/o Collins Cockrel & Cole, P.C.
390 Union Boulevard, Suite 400
Denver, CO 80228

Weld County
Board of County Commissioners
1150 O Street
Greeley, CO 80631

RESOLUTION NO. 2022R_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO APPROVING THE SERVICE PLAN FOR THE COTTONWOOD TOWNHOMES METROPOLITAN DISTRICT AND APPROVING THE INTERGOVERNMENTAL AGREEMENT

WHEREAS, pursuant to §32-1-204.5, C.R.S., as amended, a Service Plan (the “**Service Plan**”) for the Cottonwood Townhomes Metropolitan District (the “**District**”) has been submitted to the City Council (the “**Council**”) of the City of Fort Lupton, Colorado (the “**City**”); and

WHEREAS, §32-1-204.5, C.R.S., as amended, provides that no special district shall be organized within the boundaries of the City except upon adoption of a resolution of the Council approving the Service Plan of the District; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, the Council held a public hearing on the Service Plan for the District on August 2, 2022; and

WHEREAS, notice of the hearing before the Council was duly published in the *Fort Lupton Press*, a newspaper of general circulation within the City, on July 7, 2022, as required by law, and forwarded to the petitioners, others entitled to postcard or letter notice, the Division of Local Government, and the governing body of each municipality and Title 32 district that has levied an *ad valorem* tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the Council has considered the Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the Council finds that the Service Plan should be approved unconditionally, as permitted by §§32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended; and

WHEREAS, the Council further finds that it is in the best interests of the citizens of the City to enter into an Intergovernmental Agreement (the “**IGA**”) with the District for the purpose of assigning the relative rights and responsibilities between the City and the District with respect to certain functions, operations, and obligations of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO:

- I. The City Council has jurisdiction to hear this matter.
- II. The Council hereby determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, related to the filing of the Service Plan for the District have been fulfilled and that notice of the hearing was given in the time and manner required by law.
- III. The Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the

opportunity to be heard and that evidence satisfactory to the Council of each of the following was presented with respect to the District:

- A. There is sufficient existing and projected need for organized service in the area to be serviced by the proposed District.
 - B. The existing service in the area to be served by the proposed District is inadequate for present and projected needs.
 - C. The proposed District is capable of providing economical and sufficient service to the areas within its proposed boundaries.
 - D. The area to be included in the proposed District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.
 - E. Adequate service is not, or will not be, available to the area through the City or other existing quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.
 - F. The facility and service standards of the proposed District are compatible with the facility and service standards of the City and each municipality which is an interested party under §32-1-204, C.R.S.
 - G. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.
 - H. The proposal is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area;
 - I. The creation of the proposed District will be in the best interests of the area proposed to be served; and
 - J. The Service Plan, based upon the statements set forth in the Service Plan and upon all evidence presented at the Public Hearing on the Service Plan, meets all conditions and requirements of §§32-1-201, *et seq.*, C.R.S.
- IV. The Council hereby approves the Service Plan for the District as submitted. Nothing herein limits the City's powers with respect to the District, the property within the District, or the improvements to be constructed by the District. The City's findings are based solely upon the evidence in the Service Plan and such other evidence presented at the public hearing, and the City has not conducted any independent investigation of the evidence. The City makes no guarantee as to the financial viability of the District or the achievability of the results.
- V. The Council hereby approves the IGA. The Mayor and the City Clerk are hereby authorized to execute, on behalf of the City, the IGA in substantially the form presented at this

meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

- VI. This Resolution shall be filed in the records of the City and a copy thereof submitted to the District.
- VII. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO THIS 2ND DAY OF AUGUST 2022.

CITY OF FORT LUPTON, COLORADO

Zo Stieber-Hubbard, Mayor

ATTEST:

Maricela Peña, City Clerk

APPROVED AS TO FORM:

J. Andrew Ausmus, City Attorney



SUBJECT FOR DISCUSSION

Approve a Resolution Approving Service Plan for Vista Meadows Metropolitan District and Approve Intergovernmental Agreement with District

SUMMARY STATEMENT/BACKGROUND DISCUSSION

C3 Construction Management Co., a Colorado corporation, the applicant for Vista Meadows Metropolitan District (the "District"), has submitted a Service Plan (the "Service Plan") pursuant to the City's Special District Policy, contained in Chapter 19 of the Code. The Service Plan meets the criteria of and complies with the requirements set forth in the City's Special District Policy.

The purpose of approving the service plan is to authorize the District to provide for planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements required for development of the Vista Meadows PUD. Please refer to the Service Plan Exhibit E for more details on the public improvements that may be funded by the District.

Future development will be required to complete additional filings, improvements agreements, and/or site plans prior to construction. Each phase of development will still require public hearings and final review and approval by City Council.

The City's Special District Policy and Title 32 require a public hearing before City Council and published and actual notice of the hearing. The District published notice of the hearing in the Fort Lupton News Press on July 7, 2022, and mailed notice as required by the City's Special District Policy and Title 32.

Legal counsel for the District will be present at the hearing to answer questions on the Service Plan and to request approval of the Service Plan and IGA.

FINANCIAL CONSIDERATIONS

None.

LEGAL/POLITICAL CONSIDERATIONS

The Service Plan and the Intergovernmental Agreement each comply with the City's Special District Policy set forth in Chapter 19. The City Council has the ability to approve, disapprove, or conditionally approve the request.

ALTERNATIVES/OPTIONS

- 1.) Adopt the Resolution.
- 2.) Do not adopt the Resolution.
- 3.) Adopt the Resolution with additional conditions.
- 4.) Continue the Resolution to the next Council meeting.

#1238436v1

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

STAFF RECOMMENDATIONS

Staff recommends approval of the Service Plan and the Intergovernmental Agreement as presented through adoption of the proposed Resolution.

Attachments:

- a. Executive Summary of Proposed Service Plan
- b. Service Plan for Vista Meadows Metropolitan District
- c. Intergovernmental Agreement with Vista Meadows Metropolitan District
- d. Affidavit of Publication for Public Hearing and Certificate of Mailing of Notice of Public Hearing
- e. Resolution 2022Rxxx Approving Service Plan and Intergovernmental Agreement

**Executive Summary of Proposed Service Plan
for the
Vista Meadows Metropolitan District**

Applicant:	C3 Construction Management Co., a Colorado corporation
General Location:	153 acres located at the southeast corner of Weld County Road 12 and Weld County Road 29
Type of Development:	Residential
Number of Districts:	Single
Total Acreage:	152.66 Acres
Submittal Date:	June 13, 2022
Hearing Date:	August 2, 2022
Publication of Hearing:	<i>Fort Lupton Press</i> , July 7, 2022
Mailing of Notices:	June 21, 2022

The following is an executive summary of the key terms of the proposed Service Plan and is not intended to be an all-inclusive analysis of City Code requirements or proposed terms.

CITY CODE REQUIREMENT	CODE CITATION	MODEL SERVICE PLAN PROVISION	PROPOSED SERVICE PLAN
REQUIRED INFORMATION			
A description of the facilities proposed to be provided by the district	Chapter 19-5(c)(1)b	Section V; Exhibit E (Capital Improvements Plan)	X
Financial Plan	Chapter 19-5(c)(1)c	Section VI; Exhibit G (Financial Plan)	X
Debt Limit: amount projected and authorized in the financing plan, plus 20%.	Chapter 19-5(c)(1)c.1	Total Debt Issuance Limit definition; Section V.A.8; Section VI; Exhibit G (Financial Plan)	\$37,765,500 (\$28,295,000 x 120%)
Mill Levy Limitations	Chapter 19-5(c)(1)c.4	Section VI.C & I	X
“Maximum Debt Mill Levy”: 55.277 mills, as adjusted for Gallagher.	Chapter 19-5(c)(1)c.4A	Section VI.C	55.277 mills, as adjusted for Gallagher
“Maximum Operation and Maintenance Mill Levy”: 55.277 mills until district issues Debt, then, when combined with the debt service mill levy, shall not exceed 70 mills.	Chapter 19-5(c)(1)c.4B	Section VI.I	55.277 mills until district issues Debt, then, when combined with the debt service mill levy, shall not exceed 70 mills
A map of the district’s boundaries and a map of any inclusion area boundaries	Chapter 19-5(c)(1)d	Section III; Exhibits A, A-2, B, B-2, and C; Section V.A.5	X
Capital Improvements Plan and Engineer Estimates	Chapter 19-5(c)(1)e	Section V.B; Exhibit E	\$30,344,600
Operation and Maintenance Responsibilities	Chapter 19-5(c)(1)b	Section V.A.2	X
Property Owner Consent	Chapter 19-5(c)(1)f	Exhibit D	X
Annual Report	Chapter 19-5(c)(1)l	Section VII.B.	X
Mill Levy Comparison Chart	Chapter 19-5(c)(1)o	Section VI.I; Exhibit F	X
Disclosure Notice to Property Owners	Chapter 19-5(c)(1)p	Section IX	X
IGA with City	Chapter 19-5(c)(1)r	Section X; Exhibit H	X

SERVICE PLAN
FOR
VISTA MEADOWS METROPOLITAN DISTRICT
CITY OF FORT LUPTON, COLORADO

Approved _____, 2022

Submitted by:
LAW OFFICE OF MICHAEL E. DAVIS, LLC
1151 Eagle Drive, Suite 366
Loveland, CO 80537
Attn: Michael Davis
Email: michael@mdavislawoffice.com

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LIST OF EXHIBITS

EXHIBIT A-1	Initial District Boundaries Legal Description
EXHIBIT A-2	Initial District Boundaries Map
EXHIBIT B-1	Inclusion Area Boundaries Legal Description
EXHIBIT B-2	Inclusion Area Boundaries Map
EXHIBIT C	Vicinity Map
EXHIBIT D	Property Owners' Consents
EXHIBIT E	Capital Improvements Plan
EXHIBIT F	Mill Levy Comparison Report
EXHIBIT G	Financial Plan
EXHIBIT H	Form - Intergovernmental Agreement
EXHIBIT I	City Council Resolution of Approval of Service Plan
EXHIBIT J	Form - Maintenance Intergovernmental Agreement

I. INTRODUCTION

A. Purpose and Intent.

The District is an independent unit of local government, separate and distinct from the City of Fort Lupton, Colorado (the “City”), and, except as may otherwise be provided for by State or local law or this Service Plan, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of this Service Plan. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction and installation of these Public Improvements and provide ongoing operation and maintenance services as more specifically set forth in this Service Plan.

Upon approval of this Service Plan and formation of the District, the District will conduct its operations and undertake all activities and actions in accordance with the terms and limitations set forth herein. The approval of this Service Plan does not obligate the City to approve any zoning, subdivision, planning, building permit, or other land use matter for the owners of any real property located within the District which may be served by the Public Improvements. The District is not being created to provide ongoing operations and maintenance services other than as specifically set forth herein.

B. Need for the District.

It is intended that the District will provide the Public Improvements necessary to serve the Project. There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, and limited operations and maintenance of the Public Improvements needed for the Project. The District is intended to provide ongoing services which may include Covenant Enforcement and Design Review Services and ownership and maintenance of parks, open space, trails, structures and common areas. The District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the City Regarding District’s Service Plan.

The City’s objective in approving this Service Plan is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of the Public Improvements from the proceeds of Debt to be issued by the District and other legally available revenues of the District. All Debt is expected to be repaid by taxes imposed and collected at a mill levy no higher than the Maximum Debt Mill Levy and/or Fees. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax and Fee burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

Use of revenue derived from imposition of an operations mill levy will allow the District to provide ongoing services to the Project and fund District administrative and management costs in an efficient manner while possibly eliminating the need to form an owners’ association and

impose dues and incur collection expenses. The District may impose Fees for Covenant Enforcement and Design Review services.

This Service Plan is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and, if applicable, regional needs. Operational activities are allowed as more specifically set forth in this Service Plan.

If the District does not retain obligations for ownership, operation, maintenance, repair and/or replacement of certain Public Improvements, the District's Board shall take steps to dissolve the District upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from tax revenues, which shall not exceed the Maximum Debt Mill Levy, and from other legally available revenues of the District. It is the intent of this Service Plan to assure, to the extent possible, that no property should bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy, even under bankruptcy or other unusual situations. Generally, the costs of Public Improvements that cannot be funded within these parameters are not obligations or costs to be paid by the District.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means the process established by the City for identifying, among other things, Public Improvements necessary for facilitating development of property within the Project, as determined at final platting and approved by the City through the appropriate PUD and/or site review process.

Board: means the board of directors of the District.

Capital Improvements Plan: means the illustrative list of Public Improvements and estimated capital costs of such Public Improvements attached hereto as **Exhibit E**.

City: means the City of Fort Lupton, Colorado.

City Council: means the City Council of the City.

City Council Resolution of Approval: means the resolution approving this Service Plan, a certified copy of which shall be attached hereto as **Exhibit I**.

Covenant Enforcement and Design Review Services: means those services authorized under Section 32-1-1004(8), C.R.S.

Debt or Bonds: means bonds, notes, debentures, certificates, contracts, capital leases or other multiple-fiscal year obligations for the payment of which the District has promised to impose an *ad valorem* mill levy, collect Fee revenue, and/or levy special assessments.

Developer: means C3 Construction Management Co., a Colorado corporation, and any successors or assigns acting on behalf of the then-current property owner(s).

District: means the Vista Meadows Metropolitan District.

District Boundaries: means the boundaries of the area legally described in **Exhibits A-1 and A-2** and **Exhibits B-1 and B-2**, collectively

End User: means any owner, or tenant of any owner, of any taxable improvement within a district who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. A person or entity that constructs homes or commercial structures with the intention of selling to others is not an End User.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance with respect to such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; (iii) is not an officer or employee of the District; and (iv) has not been otherwise engaged to provide services to the District in connection with the transaction related to the applicable Debt.

Fees: means any fee, rate, toll, penalty or charge imposed and/or received by the District for services, programs or facilities provided by the District, including privately imposed public improvement fees.

Financial Plan: means the Financial Plan described in Section VI, and attached hereto as **Exhibit G**, which describes generally for illustrative purposes only (i) how the Public Improvements are expected to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year. The Financial Plan is based upon current estimates and will change based on actual development of the Project.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundaries legal description attached hereto as **Exhibit A-1**, and as depicted on the Initial District Boundaries map attached hereto as **Exhibit A-2**.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundaries legal description attached hereto as **Exhibit B-1**, and as depicted on Inclusion Area Boundaries map attached hereto as **Exhibit B-2**.

Maintenance IGA: means the intergovernmental agreement outlining the District's responsibilities for snow removal on City-owned streets and operations and maintenance of City-owned parks and open spaces, to be entered into between the District and the City, substantially in the form attached hereto as **Exhibit J**.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as defined in Section VI, below.

Maximum Operations and Maintenance Mill Levy: means the maximum mill levy the District is permitted to impose for payment of administrative, operations and maintenance purposes as defined in Section VI.C.2, below.

Mill Levy Adjustment: means, if, on or after January 1, 2019, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, the Maximum Debt Mill Levy and the Maximum Operation and Maintenance Mill Levy may be increased or decreased to reflect such changes, such increases and decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the applicable mill levy, as adjusted for changes occurring after the applicable date, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

Municipal Code: means the Fort Lupton Municipal Code, 1993, as the same has been and may be modified, supplemented or amended from time to time.

Project: means the residential development or property commonly referred to as the Vista Meadows development.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V, below, to serve the future taxpayers and inhabitants of the District as determined by the Board.

Service Plan: means this Service Plan for the District, as approved by the City Council.

Service Plan Amendment: means an amendment to this Service Plan approved by the City Council in accordance with applicable law.

Service Plan IGA: means the Intergovernmental Agreement to be entered into between the District, upon formation, and the City substantially in the form attached hereto as **Exhibit H**.

Special District Act: means Title 32, Article 1, C.R.S., as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property subject to *ad valorem* taxes imposed by the District.

Total Debt Issuance Limit: means the maximum amount of general obligation Debt the District may issue, which amount shall be \$33,954,000.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately three (3.0) acres, and the total area proposed to be included in the Inclusion Area Boundaries is approximately one hundred fifty-three (153) acres. A legal description and map of the Initial District Boundaries is attached hereto as **Exhibits A-1 and A-2**, respectively. A legal description of the Inclusion Area Boundaries is attached hereto as **Exhibit B-1**, and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit B-2**. A vicinity map for the District is attached hereto as **Exhibit C**. Consents of the owners for the inclusion of all properties within the Initial District Boundaries and the Inclusion Area Boundaries are attached hereto as **Exhibit D**. It is anticipated that the District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Sections 32-1-401, *et seq.*, C.R.S., and Sections 32-1-501, *et seq.*, C.R.S., subject to the limitations set forth in Section V.A.5, below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The current assessed valuation of the District is assumed to be \$0.00 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the District at build-out is anticipated to be approximately 1,032 persons.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the commercial development identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan. Nothing herein shall be interpreted or construed as exempting the District or any owner of property within the District from the otherwise applicable provisions of the City's zoning, subdivision, building code and other land use requirements or the obligations of a developer or subdivider under the Municipal Code related to completion of subdivision improvements, except to the extent that the District has assumed the obligation to provide for the completion of Public Improvements as authorized herein under an Approved Development Plan entered into by the District.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide for the acquisition, design, finance, construction, installation, repair and replacement of Public Improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Special District Act, and other applicable statutes, common law and the State Constitution, subject to the limitations set forth herein. The Capital Improvements Plan attached as **Exhibit E** is a list of the types of Public Improvements the District may provide with estimated costs in current dollars for illustration purposes only. The exact design, phasing of construction and location of the Public Improvements will be determined at the

time of and pursuant to City approval of Approved Development Plans and such decisions shall not be considered material modifications of this Service Plan. The District shall be authorized to finance and construct such Public Improvements without the necessity to seek an amendment of this Service Plan.

1. General Powers.

a. Streets. Streets, curbs, gutters, culverts, other drainage facilities, sidewalks, bridges, parking facilities, paving, lighting, grading, utility relocation necessitated by public rights-of-way, monumentation, signage, snow removal, streetscapes and related landscaping and irrigation improvements, together with all necessary, incidental and appurtenant facilities, equipment, land and easements and extensions of and improvements to such facilities.

b. Traffic and Safety Controls. Traffic and safety protection facilities and services provided through traffic and safety controls and devices on streets, highways and at railroad crossings, including traffic signals and signage, striping, area identification signs, directional assistance, driver information signs, lighting, and related landscaping and irrigation improvements, together with all necessary, incidental and appurtenant facilities, equipment, land and easements, and extensions of and improvements to such facilities.

c. Water. Water supply system improvements, including water rights, storage facilities, transmission and distribution lines for domestic use, fire hydrants, meters, facilities, equipment, and related landscaping and irrigation improvements, together with all necessary, incidental and appurtenant facilities, equipment, land and easements, and extensions of and improvements to such facilities. Notwithstanding the foregoing, the District shall not acquire, own, manage, adjudicate or otherwise develop water rights, except as necessary to transfer said water rights to the City, unless otherwise approved by the City.

d. Storm and Sanitary Sewer. Storm and sanitary sewer collection and transmission improvements, including storage facilities, collection mains and laterals, transmission lines, storm sewer, flood and surface drainage facilities and systems, and related landscaping and irrigation improvements, together with all necessary, incidental and appurtenant facilities, equipment, land and easements and extensions of and improvements to such facilities.

e. Parks and Recreation. Public park, open space, and recreation facilities or services, including parks, bike paths, pedestrian ways, signage, monumentation, playground areas, public area landscaping and weed control, streetscaping, perimeter fencing, outdoor lighting of all types, and related landscaping and irrigation improvements, together with all necessary, incidental and appurtenant facilities, equipment, land and easements, and extensions of and improvements to such facilities.

2. Operations and Maintenance. The District shall be authorized to operate and maintain Public Improvements not conveyed to the City or other governmental entity having proper jurisdiction. In addition, the District may perform owners' association functions for the property within its boundaries including, but not limited to, ownership, operation and maintenance of parks, trails, structures, open space and common areas, Covenant Enforcement and Design

Review Services, and social functions through designation of the District as the enforcement entity in the Covenants recorded against the Project.

3. Construction Standards Limitation. The District will ensure that the Public Improvements it finances, designs, installs and constructs are in accordance with the applicable standards and specifications of the City, including without limitation any Subdivision Improvement Agreement(s) with the City applicable to such Public Improvements, and of other governmental entities having proper jurisdiction. All facilities conveyed or otherwise dedicated to the City or other entity designated by the City shall be free and clear of any lien, claim, encumbrance or demand and shall be subject to the City's normal warranty procedures.

4. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan. We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

5. Inclusion Limitation. The District shall not include within its boundaries any property outside the District Boundaries without the prior written consent of the City.

6. Overlap Limitation. The District shall not consent to the organization of another district under the Special District Act which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed district, combined with the mill levy for payment of Debt by the District, will not at any time exceed the Maximum Debt Mill Levy of the District.

7. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the debt service fund; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

8. Total Debt Issuance Limitation. The District shall not issue Debt in excess of the Total Debt Issuance Limit.

9. Monies from Other Governmental Sources. The District shall not apply for or accept Colorado Trust Funds, Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall

not apply to specific ownership taxes which shall be distributed to and be a revenue source for the District without any limitation.

10. Eminent Domain Limitation. The District shall not exercise the power of eminent domain to obtain any real property owned by the City without the prior written approval of the City Council, as evidenced by resolution after a public hearing thereon.

11. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another district organized under the Special District Act without the prior written consent of the City.

12. Bankruptcy Limitation. All of the limitations contained in this Service Plan have been established under the authority of the City to approve a service plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

a. Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

b. Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (1 U.S.C.) Section 903, and are also included in “regulatory or electoral approval necessary under applicable non-bankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S., and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

13. Material Modification. This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth herein or in Chapter 19 of the Municipal Code shall be deemed to be material modifications to this Service Plan requiring amendment of this Service Plan in accordance with the procedural requirements of Chapter 19 of the Municipal Code, and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

14. Subdistrict Limitation. The District shall not be permitted to create a subdistrict pursuant to Section 32-1-1101(1)(f), C.R.S. or Section 32-1-1101(1.5), C.R.S., without the prior consent of the City. Notwithstanding the foregoing, to the extent that the District is composed of or subsequently organized into one or more subdistricts, the term “District” as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, and certain operation and maintenance of the Public Improvements within and without the boundaries of the District, to be more specifically defined in an Approved Development Plan. A preliminary estimate of costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained and/or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the District and is approximately \$30,344,600, as shown in **Exhibit E**. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

In the event, and to the extent, that any Public Improvements financed, constructed, acquired and/or installed by the District are oversized to serve or otherwise accommodate or benefit property outside the District's Boundaries, the District shall be entitled to receive reimbursement from the owners of property benefitted by such Public Improvements for their pro-rata share of Public Improvement costs. It is anticipated that any such reimbursement rights will be determined and set forth in Cost Recovery Agreements and/or Subdivision Improvement Agreements or other agreements between the City and the District upon initial acceptance of the Public Improvement and prior to final platting or site plan review of the benefitted property, as applicable.

VI. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the financing, planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District is reasonably expected to pay from revenues derived from a Debt mill levy up to the Maximum Debt Mill Levy, Fees, and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed the Total Debt Issuance Limit and shall be permitted to be issued on a schedule and in such year or years as the Board determines shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs; provided, however, that refundings shall not count against the Total Debt Issuance Limit. All Bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including without limitation *ad valorem* taxes to be imposed upon all Taxable Property of the District and Fees. The District will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time, and to receive revenue from privately imposed public improvement fees, if applicable. Any refunding Debt shall not extend the maturity of the Bonds being refunded or increase the total debt service thereon without the prior written approval of the City.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt shall not exceed 18%. The proposed maximum underwriting discount will be 5%. Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

The “Maximum Debt Mill Levy” shall be the maximum mill levy the District is permitted to impose upon the Taxable Property within the District for payment of Debt and shall be 55.277 mills (subject to Mill Levy Adjustment) for so long as the total amount of aggregate Debt of the District exceeds 50% of the District’s assessed valuation. At such time as the total amount of aggregate Debt of the District is equal to or less than 50% of the District’s assessed valuation, either on the date of issuance of any Debt or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy if End Users cast the majority of affirmative votes taken by the Board at the meeting authorizing such action, and, as a result, the mill levy may be such amount as is necessary to pay the debt service on such Debt, and the Board may further provide that such Debt shall remain secured by such increased mill levy, notwithstanding any subsequent change in the District’s Debt to assessed value ratio.

All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S., and all other requirements of State law.

All issuances of general obligation Bonds shall be deemed to be in compliance with the Financial Plan so long as the Minimum Criteria, as hereinafter defined, have been met. “Minimum Criteria” shall mean that the general obligation Bonds are: (1) subject to the Maximum Debt Mill Levy; (2) together with other outstanding general obligation Bonds of the District, not in excess of the Total Debt Issuance Limit; (3) together with other outstanding general obligation Bonds of the District, not in excess of the general obligation debt authority provided by the District’s electorate; (4) not subject to acceleration of the Debt as a remedy against the District and (5) issued in compliance with the applicable requirements of Section 32-1-1101(6), C.R.S. Any issuance of general obligation Bonds that does not satisfy the Minimum Criteria shall constitute a material modification of this Service Plan and a default under the Service Plan IGA.

The costs of constructing the Public Improvements may be paid from available District mill levy revenues, Debt and/or advances from the Developer. The District shall be authorized to reimburse Developer advances, if any, with interest at a market reasonable rate from District mill levy revenues and/or proceeds from Debt privately placed with the Developer, and other legally available revenues of the District. Any such privately placed Debt shall be subject to the Privately Placed Debt Limitation set forth in Section V.A.4 and the Minimum Criteria. Any Developer advances shall either be paid when Bonds are issued by the District or shall be subordinate to any District Debt, and only the Developer will hold the instruments evidencing such advances or financing.

In the event that the District determines that it is in the best interests of the District and its taxpayers to issue general obligation Bonds to parties other than the Developer to: (i) reimburse the Developer for Developer advances; (ii) refund or restructure Debt previously placed with the

Developer; or (iii) finance Public Improvements, the District shall prepare a plan of finance for the purpose of determining whether the proposed issuance satisfies the Minimum Criteria. The plan of finance will include the amount of Bonds to be issued, uses of proceeds therefrom (including, if any, capitalized interest and costs of issuance), sources of revenues securing repayment of the Bonds and the repayment schedule for the Bonds, all as required by Section 19-5(c)(1)c.1-4 of the Municipal Code.

D. Debt Repayment Sources.

The District may impose mill levies as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the Board's discretion, these may include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time. In no event shall the debt service mill levy certified by the District exceed the Maximum Debt Mill Levy.

E. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations with respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District.

Similar language describing the limitations with respect to the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

F. Security for Debt.

The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in this Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

G. TABOR Compliance.

The District will comply with the provisions of TABOR. In the discretion of the Board, the District may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the District will remain under the control of the District's Board.

H. District's Operating Costs.

The estimated cost of planning, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be \$100,000, which may be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year's operating budget is estimated to be \$48,000, which is anticipated to be paid from property taxes and other District revenues.

I. Maximum Operation and Maintenance Mill Levy.

The "Maximum Operation and Maintenance Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the Taxable Property within the District for payment of administrative, operation and maintenance costs, and shall be 55.277 mills (subject to Mill Levy Adjustment) until such time that the District issues Debt. After the District issues Debt, the Maximum Operation and Maintenance Mill Levy, when combined with the debt service mill levy imposed for Debt, shall not exceed 70.000 mills (subject to Mill Levy Adjustment). The Maximum Operation and Maintenance Mill Levy shall apply to the District's ability to increase its mill levy as necessary for provision of administrative, operation and maintenance services to its taxpayers and service users until such time as End Users cast the majority of affirmative votes taken by the Board at a meeting authorizing the elimination of such Maximum Operation and Maintenance Mill Levy, at which time the mill levy may be such amount as is necessary to pay the administrative, operation and maintenance costs.

A comparison report showing the proposed maximum mill levies of the District and the mill levies of similar taxing entities in the City and within a three-mile (3) radius of the District, as well as the total overlapping mill levy for the District and the comparison special districts is shown in **Exhibit F**, attached hereto.

VII. REPORTING REQUIREMENTS

A. Meeting Notices.

The District shall deliver written notice of every regular or special meeting to the office of the City Clerk, by email, mail or by hand, at least 72 hours prior to such meeting.

B. Annual Report.

The District shall be responsible for submitting an annual report to the City no later than July 1st of each year following the year in which the Order and Decree creating the District has been recorded. The annual report shall comply with the requirements of § 32-1-207(3)(c), C.R.S.

VIII. DISSOLUTION

The District shall take all action necessary to dissolve, pursuant to Sections 32-1-701, *et seq.*, C.R.S., if the City files an application for dissolution with the District no sooner than 10 years after the date of organization of the District pursuant to Section 32-1-701 (3), C.R.S., provided that

the District has no outstanding Debt or outstanding operation and maintenance responsibilities at the time of the request.

IX. DISCLOSURE TO PURCHASERS

The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, Maximum Operations and Maintenance Mill Levy, as well as a general description of the District's authority to impose and collect Fees, rates, tolls and charges. Recordation of a disclosure notice on all property within the District's boundaries setting forth the information contained in this Article IX shall be deemed sufficient for purposes of meeting the notice requirements set forth herein.

X. INTERGOVERNMENTAL AGREEMENTS

The form of the Service Plan IGA relating to the limitations imposed on the District's activities is attached hereto as **Exhibit H**. The District shall approve the Service Plan IGA in the form attached hereto as **Exhibit H** at its first Board meeting after the approval of this Service Plan. Failure of the District to execute the Service Plan IGA as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the Service Plan IGA in the form attached hereto as **Exhibit H** at the public hearing approving the Service Plan.

The form of the Maintenance IGA relating to the District's obligation to provide snow removal services and parks and open space operation and maintenance services is attached hereto as **Exhibit J**. The District shall be obligated to provide snow removal services within the District Boundaries on City-owned streets that are not arterial or collector roads, as more particularly set forth in the Maintenance IGA. In addition, the District shall operate and maintain City-owned parks and open spaces within the District Boundaries, including, but not limited to, irrigation services, turf, tree, and shrub care and, as necessary, replacement, lawn mowing and maintenance, and removal of litter, as more particularly set forth in the Maintenance IGA. The District shall approve and execute the Maintenance IGA immediately after completion of the construction of the street and/or parks and open space improvements and prior to performing the required maintenance. Failure to timely approve and execute the Maintenance IGA shall constitute a material modification of this Service Plan.

XI. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1- 203(2), C.R.S., have established that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
2. The existing service in the area to be served by the District is inadequate for present and projected needs;

3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries;
4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;
5. Adequate service is not, and will not be, available to the area through the City or County or other existing municipal or quasi-municipal corporations, including existing special district, within a reasonable time and on a comparable basis;
6. The facility and service standards of the District are compatible with the facility and service standards of the City within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.;
7. The proposal is in substantial compliance with a comprehensive plan adopted by the City;
8. The proposal is in compliance with any duly adopted City, regional or state long-range water quality management plan for the area; and
9. The creation of the District is in the best interests of the area proposed to be served.

EXHIBIT A-1

Legal Description of Initial District Boundaries

A PORTION OF THAT PARCEL DESCRIBED IN A WARRANTY DEED TO JOHN F. FITZSIMMONS AND CYNTHIA J. FITZSIMMONS, FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3449195, AND A PORTION OF PARCEL II AS DESCRIBED IN A SPECIAL WARRANTY DEED TO FTL LAND ASSEMBLAGE, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP, FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4688892. SAID PARCELS ARE LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 01 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 9, AS MONUMENTED BY A FOUND 3.25 INCH ALUMINUM CAP MARKED "PLS 38780 2022";

THENCE SOUTH 07°48'55" EAST A DISTANCE OF 451.10 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF THE TWENTY-FIVE (25) FOOT ADDITIONAL RIGHT OF WAY DEDICATION FOR WELD COUNTY ROAD 29, ACCORDING TO FITZSIMMONS ANNEXATION TO THE CITY OF FORT LUPTON, FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4040758, A POINT FIFTY-FIVE (55) EAST OF THE WEST LINE OF SAID NORTHWEST ONE QUARTER, AND THE **POINT OF BEGINNING**;

THENCE OVER AND ACROSS SAID PARCEL THE FOLLOWING FIVE (5) COURSES AND DISTANCES;

1. NORTH 89°33'47" EAST, DEPARTING SAID EAST LINE, A DISTANCE OF 333.95 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;
2. THENCE ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 227.00 FEET, AN ARC LENGTH OF 2.35 FEET, A CENTRAL ANGLE OF 00°35'32", AND A CHORD BEARING AND DISTANCE OF NORTH 15°29'00" EAST, 2.35 FEET;
3. NORTH 00°26'13" WEST A DISTANCE OF 392.36 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF SAID ADDITIONAL RIGHT OF WAY DEDICATION;
4. SOUTH 89°14'03" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 337.17 FEET;
5. SOUTH 00°48'44" EAST, DEPARTING SAID SOUTH LINE, ALONG SAID EAST LINE, A DISTANCE OF 392.69 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 3.035 ACRES (132,218 SQUARE FEET) OF LAND, MORE OR LESS.

NOTES:

1. THIS DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE ACKLAM, INC. HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS OF WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.
2. BEARINGS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS AND/OR THE ONLINE POSITIONING USER SERVICE OFFERED BY THE N.G.S. AND PROJECTED TO "COLORADO COORDINATE SYSTEM OF 1983 NORTH ZONE" (C.R.S. 38-52-105 & 106).
3. DISTANCES SHOWN HEREON ARE IN US SURVEY FEET GROUND. THE COMBINED FACTOR USED TO OBTAIN THE GRID DISTANCES IS 0.999723784.
4. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 01 NORTH, RANGE 66 WEST OF THE 6TH P.M., SAID LINE BEING MONUMENTED ON THE WEST BY THE NORTHWEST CORNER OF SAID SECTION 9, BEING A 3.25 INCH ALUMINUM CAP MARKED PLS 38780 2022 AND ON THE EAST BY THE NORTH ONE-QUARTER CORNER OF SAID SECTION 9, BEING A 2.5 INCH ALUMINUM CAP MARKED PLS 12330 2022 AND BEARS NORTH 89°14'03" EAST.

EXHIBIT A-2

Map of Initial District Boundaries

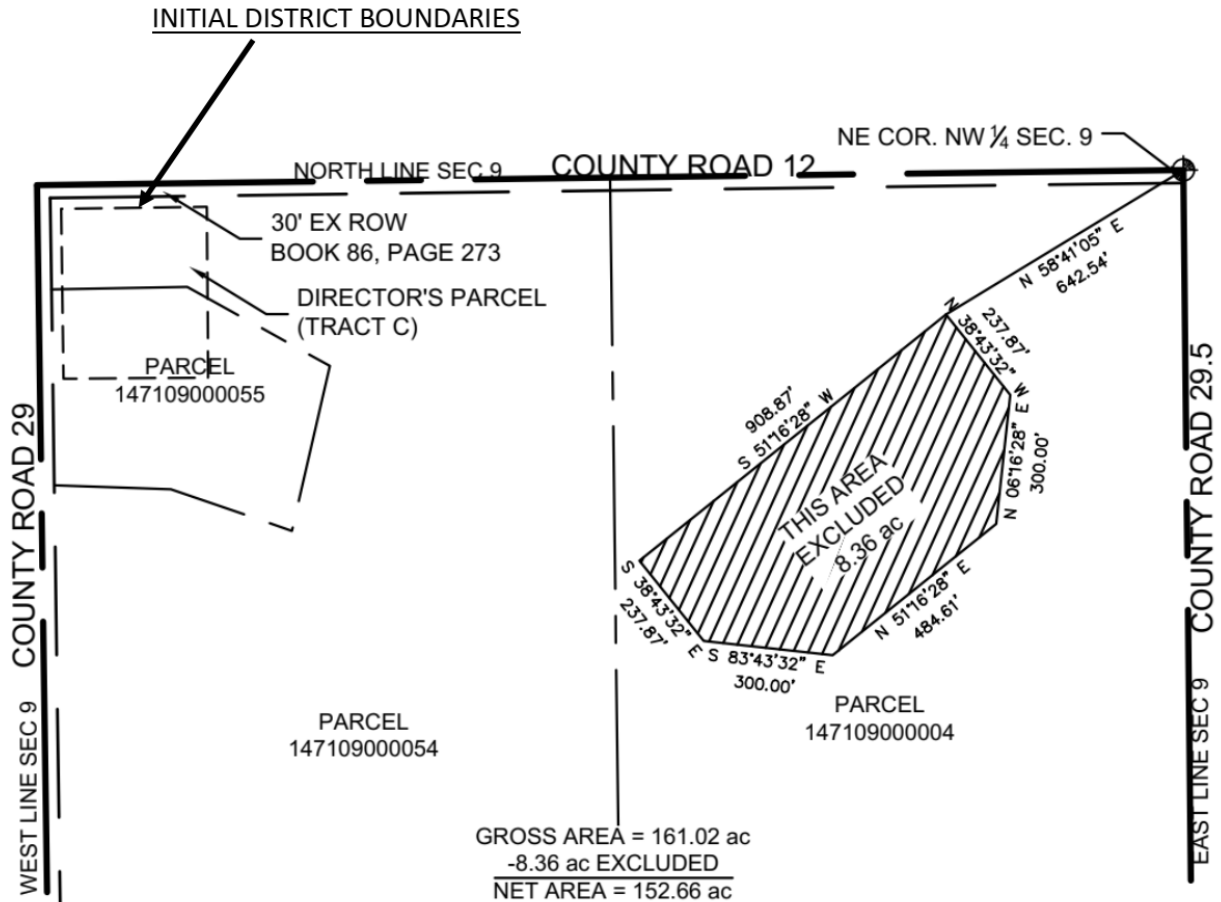


EXHIBIT B-1

Legal Description of Inclusion Area Boundaries

ALL OF THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 01 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO

SAVE AND EXCEPT

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 9, AS MONUMENTED BY A FOUND 3.25 INCH ALUMINUM CAP MARKED PLS 12330 2022, FROM WHENCE THE NORTHWEST CORNER OF SAID SECTION 9, AS MONUMENTED BY A FOUND 3.25 INCH ALUMINUM CAP MARKED PLS 38780 2022 BEARS SOUTH 89°14'03" WEST A DISTANCE OF 2651.72 FEET;

THENCE SOUTH 49°07'09" WEST A DISTANCE OF 642.54 FEET, MORE OR LESS, TO THE **POINT OF BEGINNING**;

THENCE OVER AND ACROSS SAID PARCEL THE FOLLOWING SIX (6) COURSES AND DISTANCES;

6. THENCE SOUTH 51°16'19" WEST A DISTANCE OF 908.87 FEET;
7. THENCE SOUTH 38°43'41" EAST A DISTANCE OF 237.87 FEET;
8. THENCE SOUTH 83°43'41" EAST A DISTANCE OF 300.00 FEET;
9. THENCE NORTH 51°16'19" EAST A DISTANCE OF 484.61 FEET;
10. THENCE NORTH 06°16'19" EAST A DISTANCE OF 300.00 FEET;
11. THENCE NORTH 38°43'41" WEST A DISTANCE OF 237.87 FEET TO THE **POINT OF BEGINNING**;

NOTES:

5. THIS DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE ACKLAM, INC. HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS OF WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.
6. BEARINGS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS AND/OR THE ONLINE POSITIONING USER SERVICE OFFERED BY THE N.G.S. AND PROJECTED TO "COLORADO COORDINATE SYSTEM OF 1983 NORTH ZONE" (C.R.S. 38-52-105 & 106).
7. DISTANCES SHOWN HEREON ARE IN US SURVEY FEET GROUND. THE COMBINED FACTOR USED TO OBTAIN THE GRID DISTANCES IS 0.999723784.
8. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 01 NORTH, RANGE 66 WEST OF THE 6TH P.M., SAID LINE BEING MONUMENTED ON THE WEST BY THE NORTHWEST CORNER OF SAID SECTION 9, BEING A 3.25 INCH ALUMINUM CAP MARKED PLS 38780 2022 AND ON THE EAST BY THE NORTH ONE-QUARTER CORNER OF SAID SECTION 9, BEING A 2.5 INCH ALUMINUM CAP MARKED PLS 12330 2022 AND BEARS NORTH 89°14'03" EAST.

EXHIBIT B-2

Map of Inclusion Area Boundaries

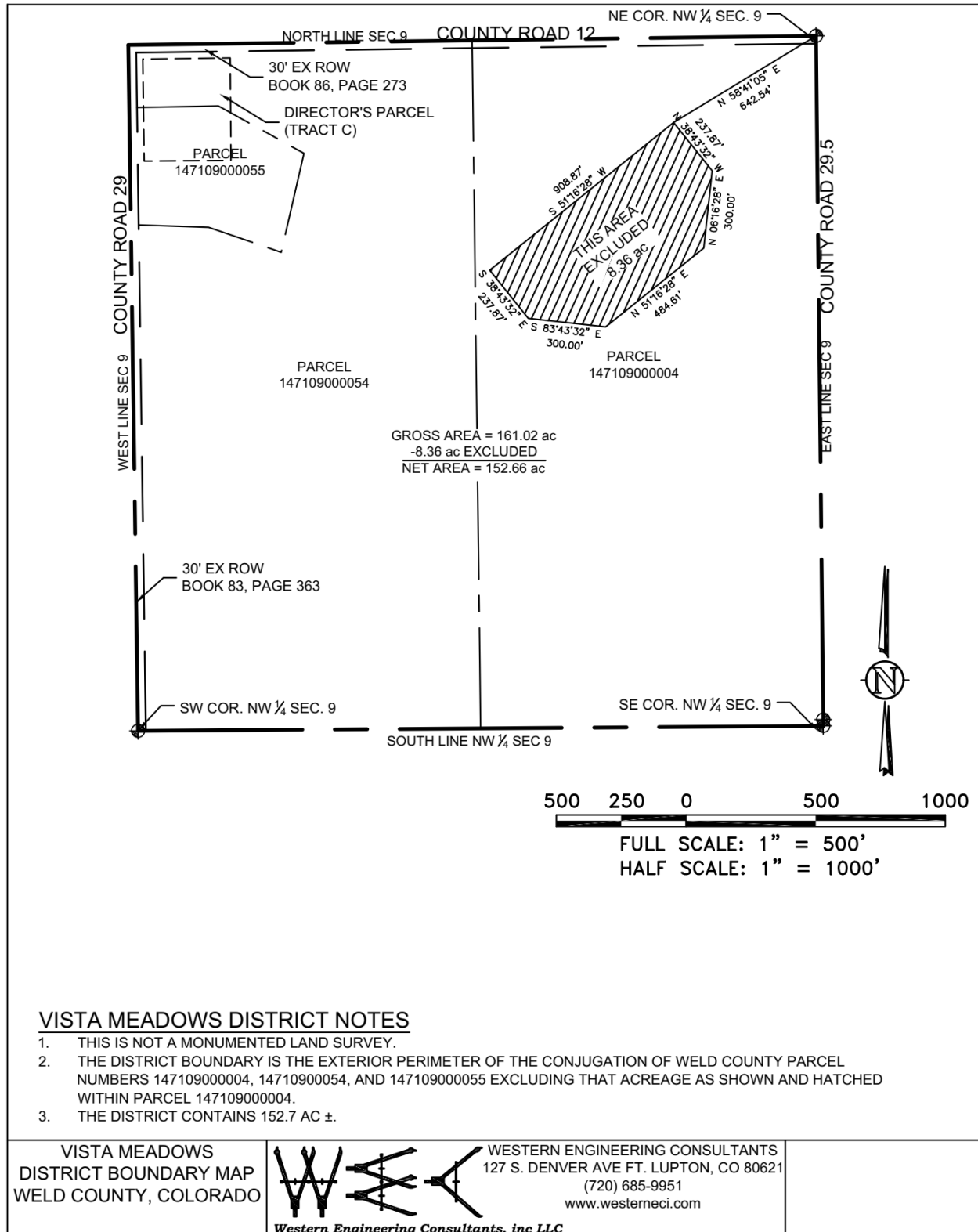


EXHIBIT C

Vicinity Map

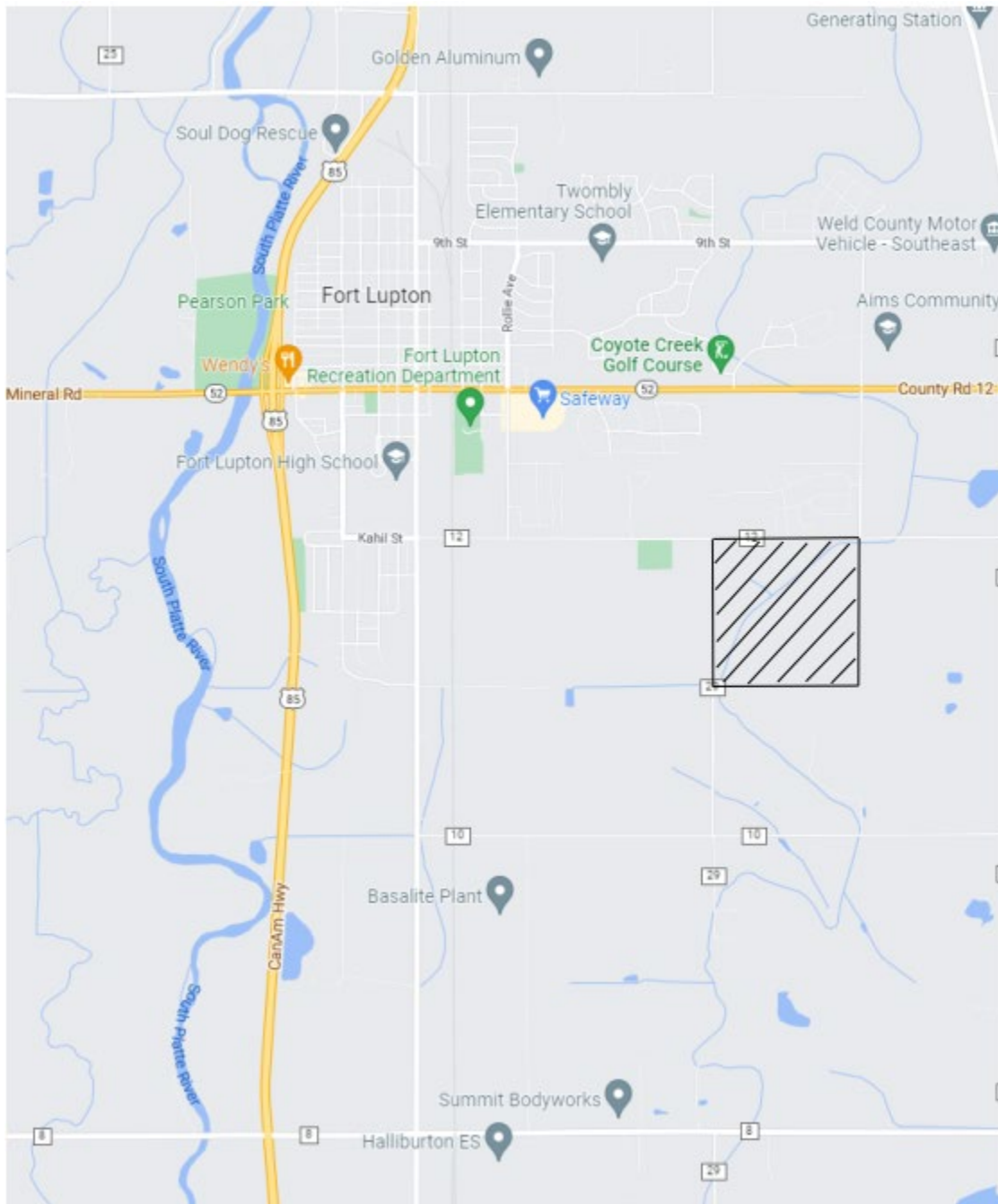


EXHIBIT D

Consent(s) of Property Owner(s)

City of Fort Lupton City Council
130 South McKinley Avenue
Fort Lupton, Colorado 80621

RE: Proposed Vista Meadows Metropolitan District (the "District")

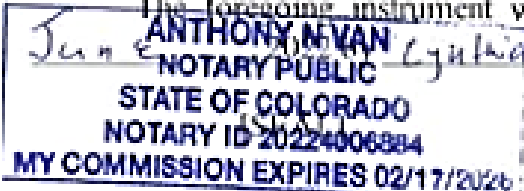
To Whom It May Concern:

Cynthia J. Fitzsimmons and John J. Fitzsimmons (the "Owners") are the fee owners of one hundred percent (100%) of the property described in Exhibit A attached hereto (the "Property"). The Property constitutes a portion of the territory within the Inclusion Area Boundaries of the proposed District as contemplated by the Service Plan for the District. The purpose of this letter is to advise the City Council of the City of Fort Lupton that the Owners consent to the organization of the District and the inclusion of the Property into the boundaries of the District.


Cynthia J. Fitzsimmons

John J. Fitzsimmons

STATE OF COLORADO)
) ss.
COUNTY OF Weld)

The foregoing instrument was subscribed and sworn to before me this 27th day of June 2022 by Cynthia and John Fitzsimmons

ANTHONY N. VAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224006384
MY COMMISSION EXPIRES 02/17/2026

Notary Public

My commission expires 2/17/26

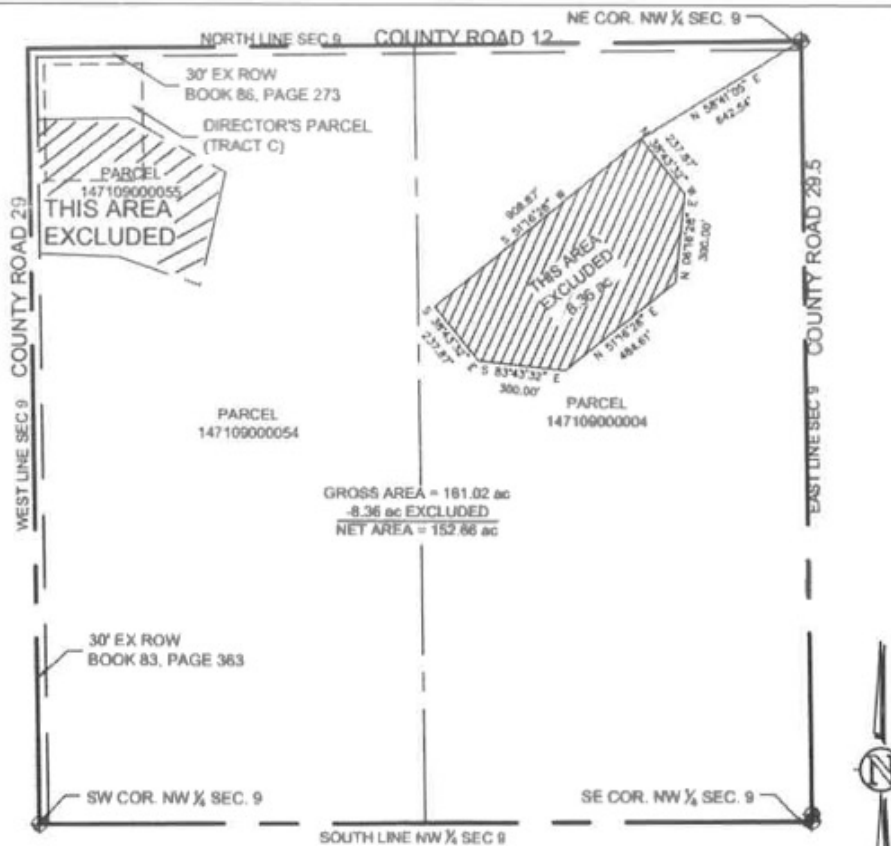
EXHIBIT A

PROPERTY

ALL OF THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 01 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO

SAVE AND EXCEPT THE FOLLOWING TWO PARCELS:

- 1) **COMMENCING** AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 9, AS MONUMENTED BY A FOUND 3.25 INCH ALUMINUM CAP MARKED PLS 12330 2022, FROM WHENCE THE NORTHWEST CORNER OF SAID SECTION 9, AS MONUMENTED BY A FOUND 3.25 INCH ALUMINUM CAP MARKED PLS 38780 2022 BEARS SOUTH 89°14'03" WEST A DISTANCE OF 2651.72 FEET; THENCE SOUTH 49°07'09" WEST A DISTANCE OF 642.54 FEET, MORE OR LESS, TO THE **POINT OF BEGINNING**; THENCE OVER AND ACROSS SAID PARCEL THE FOLLOWING SIX (6) COURSES AND DISTANCES;
 1. THENCE SOUTH 51°16'19" WEST A DISTANCE OF 908.87 FEET;
 2. THENCE SOUTH 38°43'41" EAST A DISTANCE OF 237.87 FEET;
 3. THENCE SOUTH 83°43'41" EAST A DISTANCE OF 300.00 FEET;
 4. THENCE NORTH 51°16'19" EAST A DISTANCE OF 484.61 FEET;
 5. THENCE NORTH 06°16'19" EAST A DISTANCE OF 300.00 FEET;
 6. THENCE NORTH 38°43'41" WEST A DISTANCE OF 237.87 FEET TO THE **POINT OF BEGINNING**.
- 2) 15859-A PT W2NW4 9 1 66 BEG S241' & E30' FROM NW COR NW4 E314' S60DE 377' S14DW 391' N70DW 296' N87DW 270' N413' TO BEG (6A M/L) AKA RESERVOIR SITE, AKA PARCEL NO. 147109000055.



FTL LAND ASSEMBLAGE, LLLP

City of Fort Lupton City Council
130 South McKinley Avenue
Fort Lupton, Colorado 80621

RE: Proposed Vista Meadows Metropolitan District (the "District")

To Whom It May Concern:

FTL Land Assemblage, LLLP, is the fee owner of one hundred percent (100%) of the property described in Exhibit A attached hereto (the "Property"). The Property constitutes a portion of the territory within the Inclusion Area Boundaries of the proposed District as contemplated by the Service Plan for the District. The purpose of this letter is to advise the City Council of the City of Fort Lupton that FTL Land Assemblage, LLLP consents to the organization of the District and the inclusion of the Property into the boundaries of the District.

FTL Land Assemblage, LLLP
a Colorado limited liability limited partnership

By: Realty Funding Source, LLC, General Partner

By: Croci Land Holdings, LLC, Partner

Fred Croci, Manager

STATE OF COLORADO

)

) ss.

COUNTY OF Weld

)

The foregoing instrument was subscribed and sworn to before me this 16 day of July, 2022 by Fred Croci, as Manager of Croci Land Holdings, LLC, a Partner of Realty Funding Source, LLC, the General Partner of FTL Land Assemblage, LLLP, a Colorado limited liability limited partnership.

ASHLEY MARIE MILLER
NOTARY PUBLIC
STATE OF COLORADO

NOTARY ID 20194041024
My Commission Expires October 28, 2023

Notary Public

My commission expires 10/28/2023

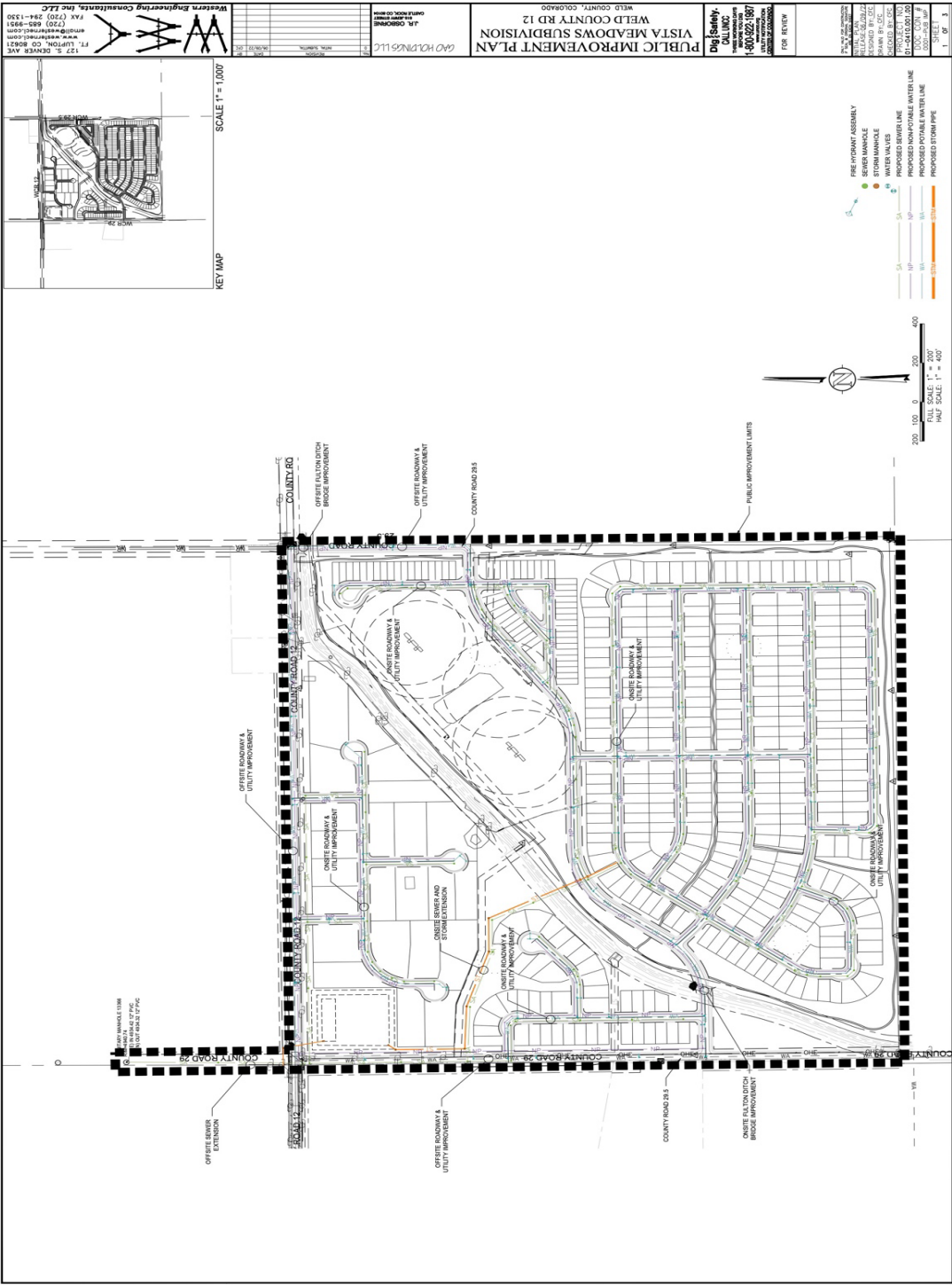
EXHIBIT A
PROPERTY

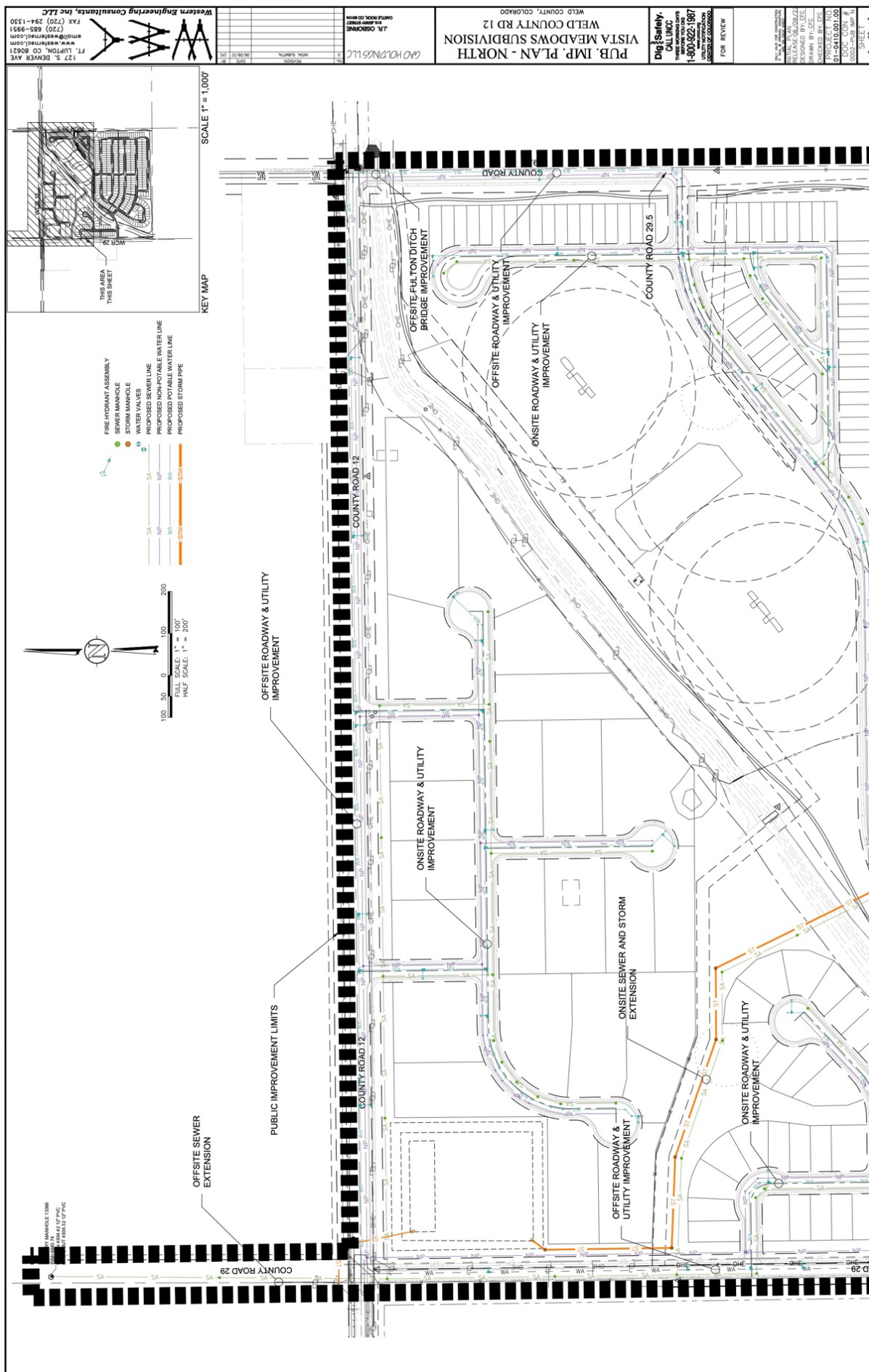
15859-A PT W2NW4 9 1 66 BEG S241' & E30' FROM NW COR NW4 E314' S60DE 377' S14DW 391' N70DW 296' N87DW 270' N413' TO BEG (6A M/L) AKA RESERVOIR SITE, AKA PARCEL NO. 147109000055.



EXHIBIT E

Capital Improvements Plan





VISTA MEADOWS SUBDIVISION

ENGINEERS ESTIMATE - CIVIL RELATED PUBLIC IMPROVEMENTS - Revised 05/13/2022

ITEM	UNIT	ESTIMATED QUANTITY	APPROXIMATE UNIT PRICE, \$	TOTAL COST, \$
MOBILIZATION / DEMOLITION / UTILITY POT HOLES				
Mobilization (8 Phases)	each phase	8	10,000	80,000
Demo Existing Trees (All trees in SE corner to remain)	each	15	1,000	15,000
Demo Existing Building	sf	7,286	2	14,572
Demo Existing Culvert (12" culvert @ proposed pond location)	lf	57	5	285
Demo Existing Electric Breaker, Electric Line, and Water Line (@ center of Vista Meadows Parkway)	ls	1	1,000	1,000
Demo Existing Overhead Electric Line (WCR 12 & Ex Homes South of WCR 12)	lf	4,237	5	21,185
Demo Existing Overhead Electric Poles (WCR 12 & Ex Homes South of WCR 12)	each	22	500	11,000
Demo Existing Overhead Electric Line (WCR 29 1/2)	lf	2,750	5	13,750
Demo Existing Overhead Electric Poles (WCR 29 1/2)	each	14	500	7,000
Demo Existing Wire Fence (Along WCR 12, WCR 29, WCR 29 1/2, & throughout site)	lf	11,283	2	22,566
Sawcut Existing Asphalt (Along WCR 12 & @ WCR 29/29 1/2 Connections)	lf	2,806	4	11,224
Pot Hole Utility Connections & Crossings - Estimated	each	10	1,000	10,000
SUBTOTAL				207,582

EARTHWORK & ROADWAY

Phase 1				
Surface to Surface Earthwork Cut and temp stockpile as necessary - Estimated	cy	43,000	4.00	172,000
Surface to Surface Earthwork Fill (Assumed 10% shrink) - Estimated	cy	43,000	5.00	215,000
Pavement Section - Minor Collectors - 5" HMA (WCR 29 1/2 & Vista Meadows Parkway)	sf	7,158	55.00	393,672
Pavement Section - Local Residentials - 4" HMA (Hot Mix Asphalt)	sf	8,324	50.00	416,200
Structural Fill - Minor Collectors - 9" CDOT Class 6 or Approved Equal	cy	1,789	30.00	53,683
Structural Fill - Local Residentials - 9" CDOT Class 6 or Approved Equal	cy	2,081	30.00	62,430
Phase 2				
Surface to Surface Earthwork Cut and temp stockpile as necessary - Estimated	cy	31,000	4.00	124,000
Surface to Surface Earthwork Fill (Assumed 10% shrink) - Estimated	cy	31,000	5.00	155,000
Pavement Section - Minor Collectors - 5" HMA (Vista Meadows Parkway)	sf	5,359	55.00	294,751
Pavement Section - Local Residentials - 4" HMA (Hot Mix Asphalt)	sf	5,591	50.00	279,556
Structural Fill - Minor Collectors - 9" CDOT Class 6 or Approved Equal	cy	1,340	30.00	40,193
Structural Fill - Local Residentials - 9" CDOT Class 6 or Approved Equal	cy	1,398	30.00	41,933
Phase 3				
Surface to Surface Earthwork Cut and temp stockpile as necessary - Estimated	cy	39,000	4.00	156,000
Surface to Surface Earthwork Fill (Assumed 10% shrink) - Estimated	cy	39,000	5.00	195,000
Pavement Section - Minor Collectors - 5" HMA (WCR 12)	sf	6,904	55.00	379,744
Pavement Section - Local Residentials - 4" HMA (Hot Mix Asphalt)	sf	8,678	50.00	433,917
Structural Fill - Minor Collectors - 9" CDOT Class 6 or Approved Equal	cy	1,726	30.00	51,783
Structural Fill - Local Residentials - 9" CDOT Class 6 or Approved Equal	cy	2,170	30.00	65,088
Phase 4				
Surface to Surface Earthwork Cut and temp stockpile as necessary - Estimated	cy	24,000	4.00	96,000
Surface to Surface Earthwork Fill (Assumed 10% shrink) - Estimated	cy	24,000	5.00	120,000
Pavement Section - Local Residentials - 4" HMA (Hot Mix Asphalt)	sf	6,745	50.00	337,228
Structural Fill - Local Residentials - 9" CDOT Class 6 or Approved Equal	cy	1,686	30.00	50,584
Phase 5				
Surface to Surface Earthwork Cut and temp stockpile as necessary - Estimated	cy	41,000	4.00	164,000
Surface to Surface Earthwork Fill (Assumed 10% shrink) - Estimated	cy	41,000	5.00	205,000
Pavement Section - Local Residentials - 4" HMA (Hot Mix Asphalt)	sf	8,887	50.00	444,339
Structural Fill - Local Residentials - 9" CDOT Class 6 or Approved Equal	cy	2,222	30.00	66,651

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VISTA MEADOWS SUBDIVISION

ENGINEERS ESTIMATE - CIVIL RELATED PUBLIC IMPROVEMENTS - Revised 05/13/2022

ITEM	UNIT	ESTIMATED QUANTITY	APPROXIMATE UNIT PRICE, \$	TOTAL COST, \$
Phase 6				
Surface to Surface Earthwork Cut and temp stockpile as necessary - Estimated	cy	32,000	4.00	128,000
Surface to Surface Earthwork Fill (Assumed 10% shrink) - Estimated	cy	32,000	5.00	160,000
Pavement Section - Minor Collectors - 5" HMA (WCR 20)	sf	6,750	55.00	371,250
Pavement Section - Local Residentials - 4" HMA (Hot Mix Asphalt)	sf	5,420	50.00	271,020
Structural Fill - Minor Collectors - 9" CDOT Class 6 or Approved Equal	cy	1,688	30.00	50,640
Structural Fill - Local Residentials - 9" CDOT Class 6 or Approved Equal	cy	1,355	30.00	40,650
Phase 7				
Surface to Surface Earthwork Cut and temp stockpile as necessary - Estimated	cy	61,000	4.00	244,000
Surface to Surface Earthwork Fill (Assumed 10% shrink) - Estimated	cy	61,000	5.00	305,000
Pavement Section - Local Residentials - 4" HMA (Hot Mix Asphalt)	sf	8,801	50.00	440,050
Structural Fill - Local Residentials - 9" CDOT Class 6 or Approved Equal	cy	2,200	30.00	66,000
Phase 8				
Surface to Surface Earthwork Cut and temp stockpile as necessary - Estimated	cy	23,000	4.00	92,000
Surface to Surface Earthwork Fill (Assumed 10% shrink) - Estimated	cy	23,000	5.00	115,000
Pavement Section - Local Residentials - 4" HMA (Hot Mix Asphalt)	sf	6,345	50.00	317,250
Structural Fill - Local Residentials - 9" CDOT Class 6 or Approved Equal	cy	1,586	30.00	47,580
SUBTOTAL				7,662,179
CONCRETE				
Phase 1				
ADA Ramps	each	22	2,500	55,000
Curb & Gutter (24" Pan)	lf	7,978	30	239,340
4" Concrete Pan	lf	480	25	12,000
Concrete Sidewalk	sf	47,868	6	287,208
Phase 2				
ADA Ramps	each	20	2,500	50,000
Curb & Gutter (24" Pan)	lf	6,774	30	203,220
4" Concrete Pan	lf	400	25	10,000
Concrete Sidewalk	sf	40,644	6	243,864
Crushed Concrete Pathes (Alternatively CDOT Class 6 or Asphalt Millings)	sf	5,190	4	20,760
Phase 3				
ADA Ramps	each	28	2,500	70,000
Curb & Gutter (24" Pan)	lf	7,759	30	232,770
4" Concrete Pan	lf	360	25	9,000
Concrete Sidewalk	sf	46,554	6	279,324
Crushed Concrete Pathes (Alternatively CDOT Class 6 or Asphalt Millings)	sf	912	4	3,648
Phase 4				
ADA Ramps	each	14	2,500	35,000
Curb & Gutter (24" Pan)	lf	4,560	30	136,800
4" Concrete Pan	lf	160	25	4,000
Concrete Sidewalk	sf	27,360	6	164,160
Crushed Concrete Pathes (Alternatively CDOT Class 6 or Asphalt Millings)	sf	1,326	4	5,304
Phase 5				
Curb & Gutter (24" Pan)	lf	5,340	30	160,200
Concrete Sidewalk	sf	32,040	6	192,240

VISTA MEADOWS SUBDIVISION

ENGINEERS ESTIMATE - CIVIL RELATED PUBLIC IMPROVEMENTS - Revised 05/13/2022

ITEM	UNIT	ESTIMATED QUANTITY	APPROXIMATE UNIT PRICE, \$	TOTAL COST, \$
Phase 6				
ADA Ramps	each	6	2,500	15,000
Curb & Gutter (24" Pan)	If	5,638	30	169,140
4" Concrete Pan	If	120	25	3,000
Concrete Sidewalk	Sf	33,828	6	202,968
Phase 7				
ADA Ramps	each	8	2,500	20,000
Curb & Gutter (24" Pan)	If	4,776	30	143,280
4" Concrete Pan	If	80	25	2,000
Concrete Sidewalk	Sf	28,656	6	171,936
Phase 8				
ADA Ramps	each	8	2,500	20,000
Curb & Gutter (24" Pan)	If	3,245	30	97,350
4" Concrete Pan	If	80	25	2,000
Concrete Sidewalk	Sf	19,470	6	116,820
Crushed Concrete Pathes (Alternately CDOT Class 6 or Asphalt Millings)	Sf	53,838	4	215,352
SUBTOTAL				3,592,684

WATER SYSTEM

Phase 1

Connection to Existing system	each	2	3,000	6,000
12" PVC (C900) Watermain w/ restraints for each fitting - 5 ft bury (WCR 29 1/2 & Vista Meadows Parkway)	If	2,020	100	202,000
8" PVC (C900) Watermain w/ restraints for each fitting - 5 ft bury (Local Residential Roads)	If	2,637	80	210,960
12" PVC (C900) Non-Potable w/ restraints for each fitting - 5 ft bury (WCR 29 1/2 & Vista Meadows Parkway)	If	1,991	100	199,100
8" PVC (C900) Non-Potable w/ restraints for each fitting - 5 ft bury (Local Residential Roads)	If	2,618	80	209,440
Fire Hydrants	each	12	3,500	42,000
6" DIP Hydrant Runs - each joint and fitting restrained - 5 ft bury	If	360	100	36,000
3/4" Type K Copper Water service pipe	If	2,010	50	100,500
Service line taps w/ tapping saddle	each	67	1,000	67,000
Meter Assembly	each	67	2,000	134,000
3/4" Irrigation Tap & Meter Assembly	each	67	3,500	234,500
3/4" HDPE	If	2,010	25	50,250
12"x12" Restrained Tee w/ Thrust Block and 2-12" GV	each	2	5,000	10,000
12"x8" Restrained Tee w/ Thrust Block and 1-12" GV, 1-8" GV	each	2	5,000	10,000
12"x6" Restrained Tee w/ Thrust Block and 1-12" GV, 1-6" GV	each	6	5,000	30,000
8"x8" Restrained Tee w/ Thrust Block and 2-8" GV	each	6	3,500	21,000
8"x6" Restrained Tee w/ Thrust Block and 1-8" GV, 1-6" GV	each	6	3,000	18,000
12" 45 Degree Joint w/ Restraints and Thrust Block	each	4	1,000	4,000
12" 11.25 Degree Joint w/ Restraints and Thrust Block	each	12	1,000	12,000
8" 45 Degree Joint w/ Restraints and Thrust Block	each	4	500	2,000
12" Restrained Plug w/ Thrust Block	each	2	1,500	3,000
8" Restrained Plug and Thrust Block	each	10	1,000	10,000

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ENGINEERS ESTIMATE - CIVIL RELATED PUBLIC IMPROVEMENTS - Revised 05/13/2022

ITEM	UNIT	ESTIMATED QUANTITY	APPROXIMATE UNIT PRICE, \$	TOTAL COST, \$
Phase 2				
Connection to Existing system	each	6	3,000	18,000
12" PVC (C900) Watermain w/ restraints for each fitting - 5 ft bury (Vista Meadows Parkway)	If	1,741	100	174,100
8" PVC (C900) Watermain w/ restraints for each fitting - 5 ft bury (Local Residential Roads)	If	1,853	80	148,240
12" PVC (C900) Non-Potable w/ restraints for each fitting - 5 ft bury (Vista Meadows Parkway)	If	1,714	100	171,400
8" PVC (C900) Non-Potable w/ restraints for each fitting - 5 ft bury (Local Residential Roads)	If	1,837	80	146,960
Fire Hydrants	each	9	3,500	31,500
6" DIP Hydrant Runs - each joint and fitting restrained - 5 ft bury	If	270	100	27,000
3/4" Type K Copper Water service pipe	If	1,350	50	67,500
Service line taps w/ tapping saddle	each	45	500	22,500
Meter Assembly	each	45	1,500	67,500
3/4" Irrigation Tap & Meter Assembly	each	45	3,500	157,500
3/4" HDPE	If	1,350	25	33,750
12"x12" Restrained Tee w/ Thrust Block and 2-12" GV	each	2	5,000	10,000
12"x8" Restrained Tee w/ Thrust Block and 1-12" GV, 1-8" GV	each	2	5,000	10,000
12"x6" Restrained Tee w/ Thrust Block and 1-12" GV, 1-6" GV	each	5	5,000	25,000
8"x8" Restrained Tee w/ Thrust Block and 2-8" GV	each	4	3,500	14,000
8"x6" Restrained Tee w/ Thrust Block and 1-8" GV, 1-6" GV	each	4	3,000	12,000
12" 22.5 Degree Joint w/ Restraints and Thrust Block	each	3	1,000	3,000
12" 11.25 Degree Joint w/ Restraints and Thrust Block	each	13	1,000	13,000
8" 22.5 Degree Joint w/ Restraints and Thrust Block	each	4	500	2,000
8" 11.25 Degree Joint w/ Restraints and Thrust Block	each	10	500	5,000
12" Restrained Plug w/ Thrust Block	each	2	1,500	3,000
8" Restrained Plug and Thrust Block	each	4	1,000	4,000
Phase 3				
Connection to Existing system	each	6	3,000	18,000
12" PVC (C900) Watermain w/ restraints for each fitting - 5 ft bury (WCR 12)	If	2,611	100	261,100
8" PVC (C900) Watermain w/ restraints for each fitting - 5 ft bury (Local Residential Roads)	If	2,774	80	221,920
12" PVC (C900) Non-Potable w/ restraints for each fitting - 5 ft bury (WCR 12)	If	2,649	100	264,900
8" PVC (C900) Non-Potable w/ restraints for each fitting - 5 ft bury (Local Residential Roads)	If	2,746	80	219,680
Fire Hydrants	each	12	3,500	42,000
6" DIP Hydrant Runs - each joint and fitting restrained - 5 ft bury	If	360	100	36,000
3/4" Type K Copper Water service pipe	If	1,770	40	70,800
Service line taps w/ tapping saddle	each	59	500	29,500
Meter Assembly	each	59	1,500	88,500
3/4" Irrigation Tap & Meter Assembly	each	59	3,500	206,500
3/4" HDPE	If	1,770	25	44,250
12"x12" Restrained Tee w/ Thrust Block and 2-12" GV	each	2	5,000	10,000
12"x6" Restrained Tee w/ Thrust Block and 1-12" GV, 1-6" GV	each	6	5,000	30,000
8"x8" Restrained Tee w/ Thrust Block and 2-8" GV	each	8	3,500	28,000
8"x6" Restrained Tee w/ Thrust Block and 1-8" GV, 1-6" GV	each	6	3,000	18,000
12" Restrained Plug w/ Thrust Block	each	2	1,500	3,000
8" Restrained Plug and Thrust Block	each	6	1,000	6,000

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ENGINEERS ESTIMATE - CIVIL RELATED PUBLIC IMPROVEMENTS - Revised 05/13/2022

ITEM	UNIT	ESTIMATED QUANTITY	APPROXIMATE UNIT PRICE, \$	TOTAL COST, \$
Phase 4				
Connection to Existing system	each	8	3,000	24,000
8" PVC (C900) Watermain w/ restraints for each fitting - 5 ft bury (Local Residential Roads)	If	2,124	80	169,920
8" PVC (C900) Non-Potable w/ restraints for each fitting - 5 ft bury (Local Residential Roads)	If	2,105	80	168,400
Fire Hydrants	each	4	3,500	14,000
6" DIP Hydrant Runs - each joint and fitting restrained - 5 ft bury	If	120	100	12,000
3/4" Type K Copper Water service pipe	If	1,440	50	72,000
Service line taps w/ tapping saddle	each	48	500	24,000
Meter Assembly	each	48	1,500	72,000
3/4" Irrigation Tap & Meter Assembly	each	48	3,500	168,000
3/4" HDPE	If	1,440	25	36,000
8"x8" Restrained Tee w/ Thrust Block and 2-8" GV	each	2	3,500	7,000
8"x6" Restrained Tee w/ Thrust Block and 1-8" GV, 1-6" GV	each	4	3,000	12,000
8" 11.25 Degree Joint w/ Restraints and Thrust Block	each	12	500	6,000
8" Restrained Plug and Thrust Block	each	2	1,000	2,000
Phase 5				
Connection to Existing system	each	8	3,000	24,000
8" PVC (C900) Watermain w/ restraints for each fitting - 5 ft bury (Local Residential Roads)	If	2,773	80	221,840
8" PVC (C900) Non-Potable w/ restraints for each fitting - 5 ft bury (Local Residential Roads)	If	2,722	80	217,760
Fire Hydrants	each	6	3,500	21,000
6" DIP Hydrant Runs - each joint and fitting restrained - 5 ft bury	If	180	100	18,000
3/4" Type K Copper Water service pipe	If	1,800	50	90,000
Service line taps w/ tapping saddle	each	60	500	30,000
Meter Assembly	each	60	1,500	90,000
3/4" Irrigation Tap & Meter Assembly	each	60	3,500	210,000
3/4" HDPE	If	1,800	25	45,000
8"x8" Restrained Tee w/ Thrust Block and 2-8" GV	each	4	3,500	14,000
8"x6" Restrained Tee w/ Thrust Block and 1-8" GV, 1-6" GV	each	6	3,000	18,000
8" 45 Degree Joint w/ Restraints and Thrust Block	each	12	500	6,000
8" 22.5 Degree Joint w/ Restraints and Thrust Block	each	8	500	4,000
8" 11.25 Degree Joint w/ Restraints and Thrust Block	each	2	500	1,000
Phase 6				
Connection to Existing system	each	6	3,000	18,000
12" PVC (C900) Watermain w/ restraints for each fitting - 5 ft bury (WCR 29)	If	1,792	100	179,200
8" PVC (C900) Watermain w/ restraints for each fitting - 5 ft bury (Local Residential Roads)	If	1,522	80	121,760
12" PVC (C900) Non-Potable w/ restraints for each fitting - 5 ft bury (WCR 29)	If	1,769	100	176,900
8" PVC (C900) Non-Potable w/ restraints for each fitting - 5 ft bury (Local Residential Roads)	If	1,472	80	117,760
Fire Hydrants	each	7	3,500	24,500
6" DIP Hydrant Runs - each joint and fitting restrained - 5 ft bury	If	210	100	21,000
3/4" Type K Copper Water service pipe	If	1,230	50	61,500
Service line taps w/ tapping saddle	each	41	500	20,500
Meter Assembly	each	41	1,500	61,500
3/4" Irrigation Tap & Meter Assembly	each	41	3,500	143,500
3/4" HDPE	If	1,230	25	30,750
12"x8" Restrained Tee w/ Thrust Block and 1-12" GV, 1-8" GV	each	4	5,000	20,000
12"x6" Restrained Tee w/ Thrust Block and 1-12" GV, 1-6" GV	each	3	5,000	15,000
8"x8" Restrained Tee w/ Thrust Block and 2-8" GV	each	2	3,500	7,000
8"x6" Restrained Tee w/ Thrust Block and 1-8" GV, 1-6" GV	each	4	3,000	12,000
8" 22.5 Degree Joint w/ Restraints and Thrust Block	each	4	500	2,000
12" Restrained Plug w/ Thrust Block	each	2	1,500	3,000
8" Restrained Plug and Thrust Block	each	2	1,000	2,000

VISTA MEADOWS SUBDIVISION

ENGINEERS ESTIMATE - CIVIL RELATED PUBLIC IMPROVEMENTS - Revised 05/13/2022

ITEM	UNIT	ESTIMATED QUANTITY	APPROXIMATE UNIT PRICE, \$	TOTAL COST, \$
Phase 7				
Connection to Existing system	each	4		12,000
8" PVC (C900) Watermain w/ restraints for each fitting - 5 ft bury (Local Residential Roads)	If	2,379	3,000	190,320
8" PVC (C900) Non-Potable w/ restraints for each fitting - 5 ft bury (Local Residential Roads)	If	2,356	80	188,480
Fire Hydrants	each	6	3,500	21,000
6" DIP Hydrant Runs - each joint and fitting restrained - 5 ft bury	If	180	100	18,000
3/4" Type K Copper Water service pipe	If	690	50	34,500
Service line taps w/ tapping saddle	each	23	500	11,500
Meter Assembly	each	23	1,500	34,500
3/4" Irrigation Tap & Meter Assembly	each	23	3,500	80,500
3/4" HDPE	If	690	25	17,250
12"x8" Restrained Tee w/ Thrust Block and 1-12" GV, 1-8" GV	each	4	5,000	20,000
8"x8" Restrained Tee w/ Thrust Block and 2-8" GV	each	4	3,500	14,000
8"x6" Restrained Tee w/ Thrust Block and 1-8" GV, 1-6" GV	each	6	3,000	18,000
8" 45 Degree Joint w/ Restraints and Thrust Block	each	4	500	2,000
8" 22.5 Degree Joint w/ Restraints and Thrust Block	each	4	500	2,000
8" 11.25 Degree Joint w/ Restraints and Thrust Block	each	8	500	4,000
8" Restrained Plug and Thrust Block	each	4	1,000	4,000
Phase 8				
Connection to Existing system	each	4		12,000
8" PVC (C900) Watermain w/ restraints for each fitting - 5 ft bury (Local Residential Roads)	If	1,751	80	140,080
8" PVC (C900) Non-Potable w/ restraints for each fitting - 5 ft bury (Local Residential Roads)	If	1,707	80	136,560
Fire Hydrants	each	4	3,500	14,000
6" DIP Hydrant Runs - each joint and fitting restrained - 5 ft bury	If	120	100	12,000
3/4" Type K Copper Water service pipe	If	1,710	50	85,500
Service line taps w/ tapping saddle	each	57	500	28,500
Meter Assembly	each	57	1,500	85,500
3/4" Irrigation Tap & Meter Assembly	each	57	3,500	199,500
3/4" HDPE	If	1,710	25	42,750
8"x8" Restrained Tee w/ Thrust Block and 2-8" GV	each	8	3,500	28,000
8"x6" Restrained Tee w/ Thrust Block and 1-8" GV, 1-6" GV	each	4	3,000	12,000
8" 45 Degree Joint w/ Restraints and Thrust Block	each	4	500	2,000
8" Restrained Plug and Thrust Block	each	2	1,000	2,000
SUBTOTAL				8,685,080

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ENGINEERS ESTIMATE - CIVIL RELATED PUBLIC IMPROVEMENTS - Revised 05/13/2022

ITEM	UNIT	ESTIMATED QUANTITY	APPROXIMATE UNIT PRICE, \$	TOTAL COST, \$
SEWER IMPROVEMENT				
Phase 1				
Connection to Existing system	each	1	3,000	3,000
48" dia Manholes	each	21	3,500	73,500
12" PVC SDR-35 Main	If	3,347	60	200,820
10" PVC SDR-35 Main	If	3,054	55	167,970
10"x4" WYE Service Tap	each	67	1,250	83,750
4" PVC SDR-35 Service piping	If	2,010	35	70,350
Phase 2				
Connection to Existing system	each	3	3,000	9,000
48" dia Manholes	each	6	3,500	21,000
12" PVC SDR-35 Main	If	1,202	80	96,160
10" PVC SDR-35 Main	If	726	70	50,820
12"x4" WYE Service Tap	each	26	1,500	39,000
10"x4" WYE Service Tap	each	19	1,250	23,750
4" PVC SDR-35 Service piping	If	1,350	50	67,500
Phase 3				
Connection to Existing system	each	2	3,000	6,000
48" dia Manholes	each	2	3,500	7,000
10" PVC SDR-35 Main	If	2,256	70	157,920
10"x4" WYE Service Tap	each	59	1,250	73,750
4" PVC SDR-35 Service piping	If	1,770	50	88,500
Phase 4				
Connection to Existing system	each	3	3,000	9,000
48" dia Manholes	each	4	3,500	14,000
10" PVC SDR-35 Main	If	2,277	70	159,390
10"x4" WYE Service Tap	each	48	1,250	60,000
4" PVC SDR-35 Service piping	If	1,440	50	72,000
Phase 5				
Connection to Existing system	each	4	3,000	12,000
48" dia Manholes	each	8	3,500	28,000
8" PVC SDR-35 Main	If	2,896	60	173,760
8"x4" WYE Service Tap	each	60	1,000	60,000
4" PVC SDR-35 Service piping	If	1,800	50	90,000
Phase 6				
Connection to Existing system	each	1	3,000	3,000
48" dia Manholes	each	6	3,500	21,000
12" PVC SDR-35 Main	If	189	80	15,120
10" PVC SDR-35 Main	If	508	70	35,560
8" PVC SDR-35 Main	If	948	60	56,880
10"x4" WYE Service Tap	each	14	1,250	17,500
8"x4" WYE Service Tap	each	27	1,000	27,000
4" PVC SDR-35 Service piping	If	1,230	50	61,500
Phase 7				
Connection to Existing system	each	1	3,000	3,000
48" dia Manholes	each	8	3,500	28,000
12" PVC SDR-35 Main	If	1,574	80	125,920
8" PVC SDR-35 Main	If	2,288	70	160,160
8"x4" WYE Service Tap	each	23	1,000	23,000
4" PVC SDR-35 Service piping	If	690	50	34,500

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VISTA MEADOWS SUBDIVISION

ENGINEERS ESTIMATE - CIVIL RELATED PUBLIC IMPROVEMENTS - Revised 05/13/2022

ITEM	UNIT	ESTIMATED QUANTITY	APPROXIMATE UNIT PRICE, \$	TOTAL COST, \$
Phase 8				
Connection to Existing system	each	1	3,000	3,000
48" dia Manholes	each	8	3,500	28,000
12" PVC SDR-35 Main	If	426	80	34,080
10" PVC SDR-35 Main	If	599	70	41,930
8" PVC SDR-35 Main	If	1,639	60	98,340
8"x4" WYE Service Tap	each	57	1,000	57,000
4" PVC SDR-35 Service piping	If	1,710	50	85,500
SUBTOTAL				2,877,930
ELECTRIC SYSTEM				
Phase 1				
Connect to existing system	Is	1	1,000	1,000
Primary Electric System - Estimated	If	4,657	15	69,855
Transformers	each	1	25,000	25,000
Light Poles (Assumed every 150')	each	31	3,000	93,000
Switch Boxes	each	9	500	4,500
Phase 2				
Connect to existing system	Is	1	1,000	1,000
Primary Electric System - Estimated	If	3,594	15	53,910
Transformers	each	1	25,000	25,000
Light Poles (Assumed every 150')	each	24	3,000	72,000
Switch Boxes	each	7	500	3,500
Phase 3				
Connect to existing system	Is	1	1,000	1,000
Primary Electric System - Estimated	If	5,385	15	80,775
Transformers	each	1	25,000	25,000
Light Poles (Assumed every 150')	each	36	3,000	108,000
Switch Boxes	each	11	500	5,500
Phase 4				
Connect to existing system	Is	1	1,000	1,000
Primary Electric System - Estimated	If	2,124	15	31,860
Transformers	each	1	25,000	25,000
Light Poles (Assumed every 150')	each	14	3,000	42,000
Switch Boxes	each	4	500	2,000
Phase 5				
Connect to existing system	Is	1	1,000	1,000
Primary Electric System - Estimated	If	2,773	15	41,595
Transformers	each	1	25,000	25,000
Light Poles (Assumed every 150')	each	19	3,000	57,000
Switch Boxes	each	6	500	3,000
Phase 6				
Connect to existing system	Is	1	1,000	1,000
Primary Electric System - Estimated	If	1,792	15	26,880
Transformers	each	1	25,000	25,000
Light Poles (Assumed every 150')	each	12	3,000	36,000
Switch Boxes	each	4	500	2,000

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VISTA MEADOWS SUBDIVISION

ENGINEERS ESTIMATE - CIVIL RELATED PUBLIC IMPROVEMENTS - Revised 05/13/2022

ITEM	UNIT	ESTIMATED QUANTITY	APPROXIMATE UNIT PRICE, \$	TOTAL COST, \$
Phase 7				
Connect to existing system	ls	1	1,000	1,000
Primary Electric System - Estimated	If	2,379	15	35,685
Transformers	each	1	25,000	25,000
Light Poles (Assumed every 150')	each	16	3,000	48,000
Switch Boxes	each	5	500	2,500
Phase 8				
Connect to existing system	ls	1	1,000	1,000
Primary Electric System - Estimated	If	1,751	15	26,265
Transformers	each	1	25,000	25,000
Light Poles (Assumed every 150')	each	12	3,000	36,000
Switch Boxes	each	4	500	2,000
SUBTOTAL				1,091,825
GAS SYSTEM				
Phase 1				
Connect to existing system	ls	1	1,000	1,000
Gas Distribution System - Estimated	If	4,657	15	69,855
Phase 2				
Connect to existing system	ls	1	1,000	1,000
Gas Distribution System - Estimated	If	3,594	15	53,910
Phase 3				
Connect to existing system	ls	1	1,000	1,000
Gas Distribution System - Estimated	If	5,385	15	80,775
Phase 4				
Connect to existing system	ls	1	1,000	1,000
Gas Distribution System - Estimated	If	2,124	15	31,860
Phase 5				
Connect to existing system	ls	1	1,000	1,000
Gas Distribution System - Estimated	If	2,773	15	41,595
Phase 6				
Connect to existing system	ls	1	1,000	1,000
Gas Distribution System - Estimated	If	1,792	15	26,880
Phase 7				
Connect to existing system	ls	1	1,000	1,000
Gas Distribution System - Estimated	If	2,379	15	35,685
Phase 8				
Connect to existing system	ls	1	1,000	1,000
Gas Distribution System - Estimated	If	1,751	15	26,265
SUBTOTAL				374,825

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VISTA MEADOWS SUBDIVISION

ENGINEERS ESTIMATE - CIVIL RELATED PUBLIC IMPROVEMENTS - Revised 05/13/2022

ITEM	UNIT	ESTIMATED QUANTITY	APPROXIMATE UNIT PRICE, \$	TOTAL COST, \$
PHONE/CABLE SYSTEM				
Phase 1				
Connect to existing system	ls	1	1,000	1,000
Phone & Cable System - Estimated	each	4,657	15	69,855
Phase 2				
Connect to existing system	ls	1	1,000	1,000
Phone & Cable System - Estimated	each	3,594	15	53,910
Phase 3				
Connect to existing system	ls	1	1,000	1,000
Phone & Cable System - Estimated	each	5,385	15	80,775
Phase 4				
Connect to existing system	ls	1	1,000	1,000
Phone & Cable System - Estimated	each	2,124	15	31,860
Phase 5				
Connect to existing system	ls	1	1,000	1,000
Phone & Cable System - Estimated	each	2,773	15	41,595
Phase 6				
Connect to existing system	ls	1	1,000	1,000
Phone & Cable System - Estimated	each	1,792	15	26,880
Phase 7				
Connect to existing system	ls	1	1,000	1,000
Phone & Cable System - Estimated	each	2,379	15	35,685
Phase 8				
Connect to existing system	ls	1	1,000	1,000
Phone & Cable System - Estimated	each	1,751	15	26,265
SUBTOTAL				374,825
STORM SYSTEM				
Pond Grading	cy	27,000	3.00	81,000
24" RCP (5 ft average cover)	lf	301	80	24,080
36" RCP (8 ft average cover)	lf	660	120	79,200
48" RCP (10 ft average cover)	lf	1637	170	278,290
24" FES	each	1	1,000	1,000
36" FES	each	1	1,500	1,500
48" FES	each	1	2,000	2,000
4' dia Manhole	each	2	2,500	5,000
5' dia Manhole	each	5	4,500	22,500
CDOT 15" Type R Inlet	each	10	12,000	120,000
Concrete Forebay	each	2	5,000	10,000
Outlet Structure	each	1	20,000	20,000
Concrete Spillway Wall	each	1	10,000	10,000
12" Concrete Trickle Pan	lf	508	5	2,540
SUBTOTAL				657,110

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VISTA MEADOWS SUBDIVISION
ENGINEERS ESTIMATE - CIVIL RELATED PUBLIC IMPROVEMENTS - Revised 05/13/2022

ITEM	UNIT	ESTIMATED QUANTITY	APPROXIMATE UNIT PRICE, \$	TOTAL COST, \$
EROSION CONTROL				
Storm Water Management Plan & Site Erosion Control (8 Phases)	each phase	8	50,000	400,000
SUBTOTAL				400,000
LANDSCAPE				
Trees, Shrubs, and Seeded Areas (8 Phases)	each phase	8	100,000	800,000
SUBTOTAL				800,000
STRIPING & SIGNAGE				
Striping & Signage (8 Phases)	each phase	8	30,000	240,000
SUBTOTAL				240,000
PROFESSIONAL SERVICES				
Planning & Civil Engineering (\$1,000 / lot)	Civil \$	26,964,040	335	335,000
Construction Surveying	Civil \$	26,964,040	335	67,000
Construction Engineering Services (8 Phases)	each phase	8	15,000	120,000
As-Built Engineering Services (8 Phases)	each phase	8	12,500	100,000
SUBTOTAL				622,000
TOTAL ESTIMATED COST		(rounded)		27,586,000
CONTINGENCY		(10%)		2,758,600
GRAND TOTAL ESTIMATED COST		(rounded)		30,344,600

EXHIBIT F

Mill Levy Comparison Report

Proposed Vista Meadows Residential Metro District		Cottonwood Greens Metro District No. 2		Lupton Village Residential Metro District	
	Mills		Mills		Mills
AIMS Junior College	6.342	AIMS Junior College	6.342	AIMS Junior College	6.342
Central Colorado Water	1.404	Central Colorado Water	1.404	Central Colorado Water	1.404
Central Colorado Water SubDistrict	2.189	Central Colorado Water SubDistrict	2.189	Central Colorado Water SubDistrict	2.189
Fort Lupton City	45.166	Fort Lupton City	45.166	Fort Lupton City	45.166
Fort Lupton Fire	9.305	Fort Lupton Fire	9.305	Fort Lupton Fire	9.305
Fort Lupton Fire (Bond 2022)	0.483	Fort Lupton Fire (Bond 2022)	0.483	Fort Lupton Fire (Bond 2022)	0.483
High Plains Library	3.197	High Plains Library	3.197	High Plains Library	3.197
Northern Colorado Water	1.000	Northern Colorado Water	1.000	Northern Colorado Water	1.000
School District Re8-Fort Lupton	19.782	School District Re8-Fort Lupton	19.782	School District Re8-Fort Lupton	19.782
Weld County	15.038	Weld County	15.038	Weld County	15.038
Platte Valley Conservation	0.000	Platte Valley Conservation	0.000	Platte Valley Conservation	0.000
Total Overlapping Mills w/o District	103.906	Total Overlapping Mills w/o District	103.906	Total Overlapping Mills w/o District	103.906
Proposed Authorized Mill Levy	70.000	Service Plan Authorized Mill Levy	70	Service Plan Authorized Mill Levy	70.000
Total Overlapping Mills w/ District	173.906	Total Overlapping Mills w/ District	173.906	Total Overlapping Mills w/ District	173.906

EXHIBIT G

Financial Plan



VISTA MEADOWS METROPOLITAN DISTRICT
Weld County, Colorado
~~~~~  
**GENERAL OBLIGATION BONDS, SERIES 2023**  
**GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2033**  
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Service Plan

Bond Assumptions	Series 2023	Series 2033	Total
Closing Date	12/1/2023	12/1/2033	
First Call Date	12/1/2028	12/1/2038	
Final Maturity	12/1/2053	12/1/2063	
Sources of Funds			
Par Amount	18,785,000	27,885,000	46,670,000
Funds on Hand	0	3,176,250	3,176,250
Total	18,785,000	31,061,250	49,846,250
Uses of Funds			
Project Fund	\$14,509,550	\$12,346,825	\$26,856,375
Refunding Escrow	0	18,375,000	18,375,000
Debt Service Reserve	1,721,250	0	1,721,250
Capitalized Interest	1,878,500	0	1,878,500
Costs of Issuance	675,700	339,425	1,015,125
Total	18,785,000	31,061,250	49,846,250
Bond Features			
Projected Coverage	100x	100x	
Tax Status	Tax-Exempt	Tax-Exempt	
Rating	Non-Rated	Inv. Grade	
Average Coupon	5.000%	4.000%	
Annual Trustee Fee	\$4,000	\$4,000	
Biennial Reassessment			
Residential	6.00%	6.00%	
Commercial	0.00%	0.00%	
Taxing Authority Assumptions			
Metropolitan District Revenue			
Residential Assessment Ratio			
<i>Service Plan Gallagherization Base</i>	7.15%		
<i>Current Assumption</i>	7.15%		
Debt Service Mills			
<i>Service Plan Mill Levy Cap</i>	55.277		
<i>Maximum Adjusted Cap</i>	55.277		
<i>Target Mill Levy</i>	55.277		
Specific Ownership Taxes	6.00%		
County Treasurer Fee	1.50%		
Facility Fees			
<i>SFD</i>	\$5,000 / unit		
<i>SFA</i>	\$5,000 / unit		

VISTA MEADOWS METROPOLITAN DISTRICT
Development Summary

Statutory Actual Value (2022)	Residential								Total Residential
	SFD 50-60'	Duplex	Estate	Product 4	Product 5	Product 6	Product 7	Product 8	
	\$500,000	\$375,000	\$850,000	\$	\$	\$	\$	\$	
2022	-	-	-	-	-	-	-	-	-
2023	67	12	5	-	-	-	-	-	84
2024	67	11	5	-	-	-	-	-	83
2025	67	11	5	-	-	-	-	-	83
2026	67	11	4	-	-	-	-	-	82
2027	66	11	4	-	-	-	-	-	81
2028	-	-	-	-	-	-	-	-	-
2029	-	-	-	-	-	-	-	-	-
2030	-	-	-	-	-	-	-	-	-
2031	-	-	-	-	-	-	-	-	-
2032	-	-	-	-	-	-	-	-	-
2033	-	-	-	-	-	-	-	-	-
2034	-	-	-	-	-	-	-	-	-
2035	-	-	-	-	-	-	-	-	-
2036	-	-	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-	-	-
2052	-	-	-	-	-	-	-	-	-
Total Units	334	56	23	-	-	-	-	-	413
Total Statutory Actual Value	\$167,000,000	\$21,000,000	\$19,550,000	\$	\$	\$	\$	\$	\$207,550,000

6/9/2022

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VISTA MEADOWS METROPOLITAN DISTRICT
Assessed Value Calculation



	Vacant Land		Residential				Total
	Cumulative Statutory	Assessed Value	Total	Biennial	Cumulative Statutory	Assessed Value	Assessed Value
	Actual Value ¹	in Collection Year	Residential Units	Reassessment	Actual Value	in Collection Year	in Collection Year
		(2-year lag)				(2-year lag)	(2-year lag)
		29.00%		6.00%		7.15%	
2019	0		0		0		
2020	0		0	0	0		
2021	0	0	0		0	0	0
2022	4,225,000	0	0	0	0	0	0
2023	4,187,500	0	84		43,095,000	0	0
2024	4,187,500	1,225,250	83	2,585,700	89,247,450	0	1,225,250
2025	4,102,500	1,214,375	83		133,685,535	3,081,293	4,295,668
2026	4,052,500	1,214,375	82	8,021,132	186,113,446	6,381,193	7,595,568
2027	0	1,189,725	81		230,856,321	9,558,516	10,748,241
2028	0	1,175,225	0	13,851,379	244,707,700	13,307,111	14,482,336
2029	0	0	0		244,707,700	16,506,227	16,506,227
2030	0	0	0	14,682,462	259,390,162	17,496,601	17,496,601
2031	0	0	0		259,390,162	17,496,601	17,496,601
2032	0	0	0	15,563,410	274,953,572	18,546,397	18,546,397
2033	0	0	0		274,953,572	18,546,397	18,546,397
2034	0	0	0	16,497,214	291,450,786	19,659,180	19,659,180
2035	0	0	0		291,450,786	19,659,180	19,659,180
2036	0	0	0	17,487,047	308,937,834	20,838,731	20,838,731
2037	0	0	0		308,937,834	20,838,731	20,838,731
2038	0	0	0	18,536,270	327,474,104	22,089,055	22,089,055
2039	0	0	0		327,474,104	22,089,055	22,089,055
2040	0	0	0	19,648,446	347,122,550	23,414,398	23,414,398
2041	0	0	0		347,122,550	23,414,398	23,414,398
2042	0	0	0	20,827,353	367,949,903	24,819,262	24,819,262
2043	0	0	0		367,949,903	24,819,262	24,819,262
2044	0	0	0	22,076,994	390,026,897	26,308,418	26,308,418
2045	0	0	0		390,026,897	26,308,418	26,308,418
2046	0	0	0	23,401,614	413,428,511	27,886,923	27,886,923
2047	0	0	0		413,428,511	27,886,923	27,886,923
2048	0	0	0	24,805,711	438,234,221	29,560,139	29,560,139
2049	0	0	0		438,234,221	29,560,139	29,560,139
2050	0	0	0	26,294,053	464,528,275	31,333,747	31,333,747
2051	0	0	0		464,528,275	31,333,747	31,333,747
2052	0	0	0	27,871,696	492,399,971	33,213,772	33,213,772
2053	0	0	0		492,399,971	33,213,772	33,213,772
2054	0	0	0	29,543,998	521,943,969	35,206,598	35,206,598
2055	0	0	0		521,943,969	35,206,598	35,206,598
2056	0	0	0	31,316,638	553,260,608	37,318,994	37,318,994
2057	0	0	0		553,260,608	37,318,994	37,318,994
2058	0	0	0	33,195,636	586,456,244	39,558,133	39,558,133
2059	0	0	0		586,456,244	39,558,133	39,558,133
2060	0	0	0	35,187,375	621,643,619	41,931,621	41,931,621
2061	0	0	0		621,643,619	41,931,621	41,931,621
2062	0	0	0	37,298,617	658,942,236	44,447,519	44,447,519
2063	0	0	0		658,942,236	44,447,519	44,447,519
Total			413	438,692,747			

1. Vacant land value calculated in year prior to construction as 10% of built-out market value

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VISTA MEADOWS METROPOLITAN DISTRICT
Revenue Calculation



	District Mill Levy Revenue				District Fee Revenue		Expenses		Total
	Assessed Value	Debt Mill Levy	Debt Mill Levy	Specific Ownership	SFD	SFA	County Treasurer	Annual Trustee	Revenue Available for Debt Service
	in Collection Year		Collections	Taxes	Facility Fees	Facility Fees	Fee	Fee	
	(2-year lag)	55.277 Cap 55,277 Target		6.00%	\$5,000 / unit	\$5,000 / unit	1.50%	\$4,000	
2019									
2020									
2021	0	0.000	0	0	0	0	0	0	0
2022	0	0.000	0	0	0	0	0	0	0
2023	0	55.277	0	0	360,000	60,000	0	0	420,000
2024	1,225,250	55.277	67,728	4,064	360,000	55,000	(1,016)	(4,000)	481,776
2025	4,295,668	55.277	237,452	14,247	360,000	55,000	(3,562)	(4,000)	659,137
2026	7,595,568	55.277	419,860	25,192	355,000	55,000	(6,298)	(4,000)	844,754
2027	10,748,241	55.277	594,131	35,648	350,000	55,000	(8,912)	(4,000)	1,021,866
2028	14,482,336	55.277	800,540	48,032	0	0	(12,008)	(4,000)	832,564
2029	16,506,227	55.277	912,415	54,745	0	0	(13,686)	(4,000)	949,473
2030	17,496,601	55.277	967,160	58,030	0	0	(14,507)	(4,000)	1,006,682
2031	17,496,601	55.277	967,160	58,030	0	0	(14,507)	(4,000)	1,006,682
2032	18,546,397	55.277	1,025,189	61,511	0	0	(15,378)	(4,000)	1,067,323
2033	18,546,397	55.277	1,025,189	61,511	0	0	(15,378)	(4,000)	1,067,323
2034	19,659,180	55.277	1,086,701	65,202	0	0	(16,301)	(4,000)	1,131,602
2035	19,659,180	55.277	1,086,701	65,202	0	0	(16,301)	(4,000)	1,131,602
2036	20,838,731	55.277	1,151,903	69,114	0	0	(17,279)	(4,000)	1,199,738
2037	20,838,731	55.277	1,151,903	69,114	0	0	(17,279)	(4,000)	1,199,738
2038	22,089,055	55.277	1,221,017	73,261	0	0	(18,315)	(4,000)	1,271,962
2039	22,089,055	55.277	1,221,017	73,261	0	0	(18,315)	(4,000)	1,271,962
2040	23,414,398	55.277	1,294,278	77,657	0	0	(19,414)	(4,000)	1,348,520
2041	23,414,398	55.277	1,294,278	77,657	0	0	(19,414)	(4,000)	1,348,520
2042	24,819,262	55.277	1,371,934	82,316	0	0	(20,579)	(4,000)	1,429,671
2043	24,819,262	55.277	1,371,934	82,316	0	0	(20,579)	(4,000)	1,429,671
2044	26,308,418	55.277	1,454,250	87,255	0	0	(21,814)	(4,000)	1,515,692
2045	26,308,418	55.277	1,454,250	87,255	0	0	(21,814)	(4,000)	1,515,692
2046	27,886,923	55.277	1,541,505	92,490	0	0	(23,123)	(4,000)	1,606,873
2047	27,886,923	55.277	1,541,505	92,490	0	0	(23,123)	(4,000)	1,606,873
2048	29,560,139	55.277	1,633,996	98,040	0	0	(24,510)	(4,000)	1,703,526
2049	29,560,139	55.277	1,633,996	98,040	0	0	(24,510)	(4,000)	1,703,526
2050	31,333,747	55.277	1,732,036	103,922	0	0	(25,981)	(4,000)	1,805,977
2051	31,333,747	55.277	1,732,036	103,922	0	0	(25,981)	(4,000)	1,805,977
2052	33,213,772	55.277	1,835,958	110,157	0	0	(27,539)	(4,000)	1,914,576
2053	33,213,772	55.277	1,835,958	110,157	0	0	(27,539)	(4,000)	1,914,576
2054	35,206,598	55.277	1,946,115	116,767	0	0	(29,192)	(4,000)	2,029,690
2055	35,206,598	55.277	1,946,115	116,767	0	0	(29,192)	(4,000)	2,029,690
2056	37,318,994	55.277	2,062,882	123,773	0	0	(30,943)	(4,000)	2,151,712
2057	37,318,994	55.277	2,062,882	123,773	0	0	(30,943)	(4,000)	2,151,712
2058	39,558,133	55.277	2,186,655	131,199	0	0	(32,800)	(4,000)	2,281,054
2059	39,558,133	55.277	2,186,655	131,199	0	0	(32,800)	(4,000)	2,281,054
2060	41,931,621	55.277	2,317,854	139,071	0	0	(34,768)	(4,000)	2,418,158
2061	41,931,621	55.277	2,317,854	139,071	0	0	(34,768)	(4,000)	2,418,158
2062	44,447,519	55.277	2,456,925	147,416	0	0	(36,854)	(4,000)	2,563,487
2063	44,447,519	55.277	2,456,925	147,416	0	0	(36,854)	(4,000)	2,563,487
Total			57,604,840	3,456,290	1,785,000	280,000	(864,073)	(160,000)	62,102,057

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VISTA MEADOWS METROPOLITAN DISTRICT
Senior Debt Service



	Total Revenue Available for Debt Service	Net Debt Service		Total	Funds on Hand as a Source	Senior Surplus Fund			Ratio Analysis	
		Series 2023	Series 2033			Annual Surplus	Cumulative Balance	Released Revenue	Senior Debt to Assessed Value	Debt Service Coverage
		Dated: 12/1/23 Par: \$18,785,000 Proj: \$14,509,550	Dated: 12/1/33 Par: \$27,885,000 Proj: \$12,346,825 Esc: \$18,375,000				\$1,078,500 Max			
2019										
2020										
2021	0			0		0	0	0	n/a	n/a
2022	0			0		0	0	0	n/a	n/a
2023	420,000	0		0		420,000	420,000	0	n/a	n/a
2024	481,776	0		0		481,776	901,776	0	1533%	n/a
2025	659,137	0		0		659,137	1,560,913	0	437%	n/a
2026	844,754	939,250		939,250		(94,496)	1,466,417	0	247%	90%
2027	1,021,866	939,250		939,250		82,616	1,549,033	0	175%	109%
2028	832,564	939,250		939,250		(106,686)	1,442,348	0	130%	89%
2029	949,473	944,250		944,250		5,223	1,447,571	0	114%	101%
2030	1,006,682	1,004,000		1,004,000		2,682	1,450,253	0	107%	100%
2031	1,006,682	1,005,750		1,005,750		932	1,451,184	0	107%	100%
2032	1,067,323	1,062,250		1,062,250		5,073	1,456,257	0	101%	100%
2033	1,067,323	1,065,750	0	1,065,750	\$1,455,000	(1,453,427)	2,830	0	100%	100%
2034	1,131,602	Ref'd by Ser. '33	1,130,400	1,130,400		1,202	4,032	0	142%	100%
2035	1,131,602		1,129,800	1,129,800		1,802	5,834	0	142%	100%
2036	1,199,738		1,199,200	1,199,200		538	6,372	0	134%	100%
2037	1,199,738		1,195,800	1,195,800		3,938	10,310	0	133%	100%
2038	1,271,962		1,267,400	1,267,400		4,562	14,873	0	125%	100%
2039	1,271,962		1,271,000	1,271,000		962	15,835	0	125%	100%
2040	1,348,520		1,344,200	1,344,200		4,320	20,155	0	117%	100%
2041	1,348,520		1,344,200	1,344,200		4,320	24,475	0	116%	100%
2042	1,429,671		1,428,800	1,428,800		871	25,347	0	106%	100%
2043	1,429,671		1,424,600	1,424,600		5,071	30,418	0	107%	100%
2044	1,515,692		1,515,000	1,515,000		692	31,110	0	99%	100%
2045	1,515,692		1,511,200	1,511,200		4,492	35,602	0	98%	100%
2046	1,606,873		1,601,800	1,601,800		5,073	40,675	0	90%	100%
2047	1,606,873		1,603,000	1,603,000		3,873	44,548	0	88%	100%
2048	1,703,526		1,703,200	1,703,200		326	44,874	0	81%	100%
2049	1,703,526		1,698,400	1,698,400		5,126	49,999	0	79%	100%
2050	1,805,977		1,802,600	1,802,600		3,377	53,376	0	72%	100%
2051	1,805,977		1,801,400	1,801,400		4,577	57,954	0	69%	100%
2052	1,914,576		1,913,800	1,913,800		776	58,729	0	62%	100%
2053	1,914,576		1,910,200	1,910,200		4,376	63,105	0	59%	100%
2054	2,029,690		2,025,000	2,025,000		4,690	67,795	0	52%	100%
2055	2,029,690		2,028,400	2,028,400		1,290	69,086	0	49%	100%
2056	2,151,712		2,149,600	2,149,600		2,112	71,197	0	42%	100%
2057	2,151,712		2,148,800	2,148,800		2,912	74,109	0	38%	100%
2058	2,281,054		2,280,600	2,280,600		454	74,563	0	32%	100%
2059	2,281,054		2,279,600	2,279,600		1,454	76,018	0	27%	100%
2060	2,418,158		2,415,800	2,415,800		2,358	78,376	0	22%	100%
2061	2,418,158		2,413,600	2,413,600		4,558	82,933	0	17%	100%
2062	2,563,487		2,563,200	2,563,200		287	83,220	0	11%	100%
2063	2,563,487		2,558,400	2,558,400		5,087	0	88,307	6%	100%
Total	62,102,057	7,899,750	52,659,000	60,558,750	1,455,000	88,307		88,307		

6/9/2022

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SOURCES AND USES OF FUNDS

**VISTA MEADOWS METROPOLITAN DISTRICT
WELD COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2023
55.277 (target) Mills + Fees
Non-Rated, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)**

Dated Date 12/01/2023
Delivery Date 12/01/2023

Sources:

Bond Proceeds:	
Par Amount	18,785,000.00
	18,785,000.00

Uses:

Project Fund Deposits:	
Project Fund	14,509,550.00
Other Fund Deposits:	
Capitalized Interest Fund	1,878,500.00
Debt Service Reserve Fund	1,721,250.00
	3,599,750.00
Cost of Issuance:	
Cost of Issuance	300,000.00
Delivery Date Expenses:	
Underwriter's Discount	375,700.00
	18,785,000.00

BOND SUMMARY STATISTICS

VISTA MEADOWS METROPOLITAN DISTRICT WELD COUNTY, COLORADO GENERAL OBLIGATION BONDS, SERIES 2023

55.277 (target) Mills + Fees
Non-Rated, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)

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|                                   |                |
|-----------------------------------|----------------|
| Dated Date                        | 12/01/2023     |
| Delivery Date                     | 12/01/2023     |
| First Coupon                      | 06/01/2024     |
| Last Maturity                     | 12/01/2053     |
| Arbitrage Yield                   | 5.000000%      |
| True Interest Cost (TIC)          | 5.148933%      |
| Net Interest Cost (NIC)           | 5.000000%      |
| All-In TIC                        | 5.271057%      |
| Average Coupon                    | 5.000000%      |
| Average Life (years)              | 23.982         |
| Weighted Average Maturity (years) | 23.982         |
| Duration of Issue (years)         | 13.851         |
| Par Amount                        | 18,785,000.00  |
| Bond Proceeds                     | 18,785,000.00  |
| Total Interest                    | 22,525,000.00  |
| Net Interest                      | 22,900,700.00  |
| Bond Years from Dated Date        | 450,500,000.00 |
| Bond Years from Delivery Date     | 450,500,000.00 |
| Total Debt Service                | 41,310,000.00  |
| Maximum Annual Debt Service       | 3,633,000.00   |
| Average Annual Debt Service       | 1,377,000.00   |
| Underwriter's Fees (per \$1000)   |                |
| Average Takedown                  |                |
| Other Fee                         | 20.000000      |
| Total Underwriter's Discount      | 20.000000      |
| Bid Price                         | 98.000000      |

| Bond Component     | Par Value     | Price   | Average Coupon | Average Life | Average Maturity Date | PV of 1 bp change |
|--------------------|---------------|---------|----------------|--------------|-----------------------|-------------------|
| Term Bond due 2053 | 18,785,000.00 | 100.000 | 5.000%         | 23.982       | 11/24/2047            | 29,116.75         |
|                    | 18,785,000.00 |         |                | 23.982       |                       | 29,116.75         |

|                            | TIC           | All-In TIC    | Arbitrage Yield |
|----------------------------|---------------|---------------|-----------------|
| Par Value                  | 18,785,000.00 | 18,785,000.00 | 18,785,000.00   |
| + Accrued Interest         |               |               |                 |
| + Premium (Discount)       |               |               |                 |
| - Underwriter's Discount   | -375,700.00   | -375,700.00   |                 |
| - Cost of Issuance Expense |               | -300,000.00   |                 |
| - Other Amounts            |               |               |                 |
| Target Value               | 18,409,300.00 | 18,109,300.00 | 18,785,000.00   |
| Target Date                | 12/01/2023    | 12/01/2023    | 12/01/2023      |
| Yield                      | 5.148933%     | 5.271057%     | 5.000000%       |

**BOND DEBT SERVICE**

**VISTA MEADOWS METROPOLITAN DISTRICT**  
**WELD COUNTY, COLORADO**  
**GENERAL OBLIGATION BONDS, SERIES 2023**  
**55.277 (target) Mills + Fees**  
**Non-Rated, 100x, 30-yr. Maturity**  
**(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)**

Dated Date 12/01/2023  
Delivery Date 12/01/2023

| Period Ending | Principal     | Coupon | Interest      | Debt Service  | Annual Debt Service |
|---------------|---------------|--------|---------------|---------------|---------------------|
| 06/01/2024    |               |        | 469,625.00    | 469,625.00    |                     |
| 12/01/2024    |               |        | 469,625.00    | 469,625.00    | 939,250.00          |
| 06/01/2025    |               |        | 469,625.00    | 469,625.00    |                     |
| 12/01/2025    |               |        | 469,625.00    | 469,625.00    | 939,250.00          |
| 06/01/2026    |               |        | 469,625.00    | 469,625.00    |                     |
| 12/01/2026    |               |        | 469,625.00    | 469,625.00    | 939,250.00          |
| 06/01/2027    |               |        | 469,625.00    | 469,625.00    |                     |
| 12/01/2027    |               |        | 469,625.00    | 469,625.00    | 939,250.00          |
| 06/01/2028    |               |        | 469,625.00    | 469,625.00    |                     |
| 12/01/2028    |               |        | 469,625.00    | 469,625.00    | 939,250.00          |
| 06/01/2029    |               |        | 469,625.00    | 469,625.00    |                     |
| 12/01/2029    | 5,000.00      | 5.000% | 469,625.00    | 474,625.00    | 944,250.00          |
| 06/01/2030    |               |        | 469,500.00    | 469,500.00    |                     |
| 12/01/2030    | 65,000.00     | 5.000% | 469,500.00    | 534,500.00    | 1,004,000.00        |
| 06/01/2031    |               |        | 467,875.00    | 467,875.00    |                     |
| 12/01/2031    | 70,000.00     | 5.000% | 467,875.00    | 537,875.00    | 1,005,750.00        |
| 06/01/2032    |               |        | 466,125.00    | 466,125.00    |                     |
| 12/01/2032    | 130,000.00    | 5.000% | 466,125.00    | 596,125.00    | 1,062,250.00        |
| 06/01/2033    |               |        | 462,875.00    | 462,875.00    |                     |
| 12/01/2033    | 140,000.00    | 5.000% | 462,875.00    | 602,875.00    | 1,065,750.00        |
| 06/01/2034    |               |        | 459,375.00    | 459,375.00    |                     |
| 12/01/2034    | 210,000.00    | 5.000% | 459,375.00    | 669,375.00    | 1,128,750.00        |
| 06/01/2035    |               |        | 454,125.00    | 454,125.00    |                     |
| 12/01/2035    | 220,000.00    | 5.000% | 454,125.00    | 674,125.00    | 1,128,250.00        |
| 06/01/2036    |               |        | 448,625.00    | 448,625.00    |                     |
| 12/01/2036    | 300,000.00    | 5.000% | 448,625.00    | 748,625.00    | 1,197,250.00        |
| 06/01/2037    |               |        | 441,125.00    | 441,125.00    |                     |
| 12/01/2037    | 315,000.00    | 5.000% | 441,125.00    | 756,125.00    | 1,197,250.00        |
| 06/01/2038    |               |        | 433,250.00    | 433,250.00    |                     |
| 12/01/2038    | 405,000.00    | 5.000% | 433,250.00    | 838,250.00    | 1,271,500.00        |
| 06/01/2039    |               |        | 423,125.00    | 423,125.00    |                     |
| 12/01/2039    | 425,000.00    | 5.000% | 423,125.00    | 848,125.00    | 1,271,250.00        |
| 06/01/2040    |               |        | 412,500.00    | 412,500.00    |                     |
| 12/01/2040    | 520,000.00    | 5.000% | 412,500.00    | 932,500.00    | 1,345,000.00        |
| 06/01/2041    |               |        | 399,500.00    | 399,500.00    |                     |
| 12/01/2041    | 545,000.00    | 5.000% | 399,500.00    | 944,500.00    | 1,344,000.00        |
| 06/01/2042    |               |        | 385,875.00    | 385,875.00    |                     |
| 12/01/2042    | 655,000.00    | 5.000% | 385,875.00    | 1,040,875.00  | 1,426,750.00        |
| 06/01/2043    |               |        | 369,500.00    | 369,500.00    |                     |
| 12/01/2043    | 690,000.00    | 5.000% | 369,500.00    | 1,059,500.00  | 1,429,000.00        |
| 06/01/2044    |               |        | 352,250.00    | 352,250.00    |                     |
| 12/01/2044    | 810,000.00    | 5.000% | 352,250.00    | 1,162,250.00  | 1,514,500.00        |
| 06/01/2045    |               |        | 332,000.00    | 332,000.00    |                     |
| 12/01/2045    | 850,000.00    | 5.000% | 332,000.00    | 1,182,000.00  | 1,514,000.00        |
| 06/01/2046    |               |        | 310,750.00    | 310,750.00    |                     |
| 12/01/2046    | 985,000.00    | 5.000% | 310,750.00    | 1,295,750.00  | 1,606,500.00        |
| 06/01/2047    |               |        | 286,125.00    | 286,125.00    |                     |
| 12/01/2047    | 1,030,000.00  | 5.000% | 286,125.00    | 1,316,125.00  | 1,602,250.00        |
| 06/01/2048    |               |        | 260,375.00    | 260,375.00    |                     |
| 12/01/2048    | 1,180,000.00  | 5.000% | 260,375.00    | 1,440,375.00  | 1,700,750.00        |
| 06/01/2049    |               |        | 230,875.00    | 230,875.00    |                     |
| 12/01/2049    | 1,240,000.00  | 5.000% | 230,875.00    | 1,470,875.00  | 1,701,750.00        |
| 06/01/2050    |               |        | 199,875.00    | 199,875.00    |                     |
| 12/01/2050    | 1,405,000.00  | 5.000% | 199,875.00    | 1,604,875.00  | 1,804,750.00        |
| 06/01/2051    |               |        | 164,750.00    | 164,750.00    |                     |
| 12/01/2051    | 1,475,000.00  | 5.000% | 164,750.00    | 1,639,750.00  | 1,804,500.00        |
| 06/01/2052    |               |        | 127,875.00    | 127,875.00    |                     |
| 12/01/2052    | 1,655,000.00  | 5.000% | 127,875.00    | 1,782,875.00  | 1,910,750.00        |
| 06/01/2053    |               |        | 86,500.00     | 86,500.00     |                     |
| 12/01/2053    | 3,460,000.00  | 5.000% | 86,500.00     | 3,546,500.00  | 3,633,000.00        |
|               | 18,785,000.00 |        | 22,525,000.00 | 41,310,000.00 | 41,310,000.00       |



## NET DEBT SERVICE

**VISTA MEADOWS METROPOLITAN DISTRICT  
WELD COUNTY, COLORADO  
GENERAL OBLIGATION BONDS, SERIES 2023  
55.277 (target) Mills + Fees  
Non-Rated, 100x, 30-yr. Maturity  
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)**

| Period<br>Ending | Principal     | Interest      | Total<br>Debt Service | Debt Service<br>Reserve Fund | Capitalized<br>Interest Fund | Net<br>Debt Service |
|------------------|---------------|---------------|-----------------------|------------------------------|------------------------------|---------------------|
| 12/01/2024       |               | 939,250.00    | 939,250.00            |                              | 939,250.00                   |                     |
| 12/01/2025       |               | 939,250.00    | 939,250.00            |                              | 939,250.00                   |                     |
| 12/01/2026       |               | 939,250.00    | 939,250.00            |                              |                              | 939,250.00          |
| 12/01/2027       |               | 939,250.00    | 939,250.00            |                              |                              | 939,250.00          |
| 12/01/2028       |               | 939,250.00    | 939,250.00            |                              |                              | 939,250.00          |
| 12/01/2029       | 5,000.00      | 939,250.00    | 944,250.00            |                              |                              | 944,250.00          |
| 12/01/2030       | 65,000.00     | 939,000.00    | 1,004,000.00          |                              |                              | 1,004,000.00        |
| 12/01/2031       | 70,000.00     | 935,750.00    | 1,005,750.00          |                              |                              | 1,005,750.00        |
| 12/01/2032       | 130,000.00    | 932,250.00    | 1,062,250.00          |                              |                              | 1,062,250.00        |
| 12/01/2033       | 140,000.00    | 925,750.00    | 1,065,750.00          |                              |                              | 1,065,750.00        |
| 12/01/2034       | 210,000.00    | 918,750.00    | 1,128,750.00          |                              |                              | 1,128,750.00        |
| 12/01/2035       | 220,000.00    | 908,250.00    | 1,128,250.00          |                              |                              | 1,128,250.00        |
| 12/01/2036       | 300,000.00    | 897,250.00    | 1,197,250.00          |                              |                              | 1,197,250.00        |
| 12/01/2037       | 315,000.00    | 882,250.00    | 1,197,250.00          |                              |                              | 1,197,250.00        |
| 12/01/2038       | 405,000.00    | 866,500.00    | 1,271,500.00          |                              |                              | 1,271,500.00        |
| 12/01/2039       | 425,000.00    | 846,250.00    | 1,271,250.00          |                              |                              | 1,271,250.00        |
| 12/01/2040       | 520,000.00    | 825,000.00    | 1,345,000.00          |                              |                              | 1,345,000.00        |
| 12/01/2041       | 545,000.00    | 799,000.00    | 1,344,000.00          |                              |                              | 1,344,000.00        |
| 12/01/2042       | 655,000.00    | 771,750.00    | 1,426,750.00          |                              |                              | 1,426,750.00        |
| 12/01/2043       | 690,000.00    | 739,000.00    | 1,429,000.00          |                              |                              | 1,429,000.00        |
| 12/01/2044       | 810,000.00    | 704,500.00    | 1,514,500.00          |                              |                              | 1,514,500.00        |
| 12/01/2045       | 850,000.00    | 664,000.00    | 1,514,000.00          |                              |                              | 1,514,000.00        |
| 12/01/2046       | 985,000.00    | 621,500.00    | 1,606,500.00          |                              |                              | 1,606,500.00        |
| 12/01/2047       | 1,030,000.00  | 572,250.00    | 1,602,250.00          |                              |                              | 1,602,250.00        |
| 12/01/2048       | 1,180,000.00  | 520,750.00    | 1,700,750.00          |                              |                              | 1,700,750.00        |
| 12/01/2049       | 1,240,000.00  | 461,750.00    | 1,701,750.00          |                              |                              | 1,701,750.00        |
| 12/01/2050       | 1,405,000.00  | 399,750.00    | 1,804,750.00          |                              |                              | 1,804,750.00        |
| 12/01/2051       | 1,475,000.00  | 329,500.00    | 1,804,500.00          |                              |                              | 1,804,500.00        |
| 12/01/2052       | 1,655,000.00  | 255,750.00    | 1,910,750.00          |                              |                              | 1,910,750.00        |
| 12/01/2053       | 3,460,000.00  | 173,000.00    | 3,633,000.00          | 1,721,250.00                 |                              | 1,911,750.00        |
|                  | 18,785,000.00 | 22,525,000.00 | 41,310,000.00         | 1,721,250.00                 | 1,878,500.00                 | 37,710,250.00       |

## BOND SOLUTION

**VISTA MEADOWS METROPOLITAN DISTRICT  
WELD COUNTY, COLORADO  
GENERAL OBLIGATION BONDS, SERIES 2023  
55.277 (target) Mills + Fees  
Non-Rated, 100x, 30-yr. Maturity  
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)**

| Period Ending | Proposed Principal | Proposed Debt Service | Debt Service Adjustments | Total Adj Debt Service | Revenue Constraints | Unused Revenues | Debt Service Coverage |
|---------------|--------------------|-----------------------|--------------------------|------------------------|---------------------|-----------------|-----------------------|
| 12/01/2024    |                    | 939,250               | -939,250                 |                        | 66,776              | 66,776          |                       |
| 12/01/2025    |                    | 939,250               | -939,250                 |                        | 244,137             | 244,137         |                       |
| 12/01/2026    |                    | 939,250               |                          | 939,250                | 434,754             | -504,496        | 46.29%                |
| 12/01/2027    |                    | 939,250               |                          | 939,250                | 616,866             | -322,384        | 65.68%                |
| 12/01/2028    |                    | 939,250               |                          | 939,250                | 832,564             | -106,686        | 88.64%                |
| 12/01/2029    | 5,000              | 944,250               |                          | 944,250                | 949,473             | 5,223           | 100.55%               |
| 12/01/2030    | 65,000             | 1,004,000             |                          | 1,004,000              | 1,006,682           | 2,682           | 100.27%               |
| 12/01/2031    | 70,000             | 1,005,750             |                          | 1,005,750              | 1,006,682           | 932             | 100.09%               |
| 12/01/2032    | 130,000            | 1,062,250             |                          | 1,062,250              | 1,067,323           | 5,073           | 100.48%               |
| 12/01/2033    | 140,000            | 1,065,750             |                          | 1,065,750              | 1,067,323           | 1,573           | 100.15%               |
| 12/01/2034    | 210,000            | 1,128,750             |                          | 1,128,750              | 1,131,602           | 2,852           | 100.25%               |
| 12/01/2035    | 220,000            | 1,128,250             |                          | 1,128,250              | 1,131,602           | 3,352           | 100.30%               |
| 12/01/2036    | 300,000            | 1,197,250             |                          | 1,197,250              | 1,199,738           | 2,488           | 100.21%               |
| 12/01/2037    | 315,000            | 1,197,250             |                          | 1,197,250              | 1,199,738           | 2,488           | 100.21%               |
| 12/01/2038    | 405,000            | 1,271,500             |                          | 1,271,500              | 1,271,962           | 462             | 100.04%               |
| 12/01/2039    | 425,000            | 1,271,250             |                          | 1,271,250              | 1,271,962           | 712             | 100.06%               |
| 12/01/2040    | 520,000            | 1,345,000             |                          | 1,345,000              | 1,348,520           | 3,520           | 100.26%               |
| 12/01/2041    | 545,000            | 1,344,000             |                          | 1,344,000              | 1,348,520           | 4,520           | 100.34%               |
| 12/01/2042    | 655,000            | 1,426,750             |                          | 1,426,750              | 1,429,671           | 2,921           | 100.20%               |
| 12/01/2043    | 690,000            | 1,429,000             |                          | 1,429,000              | 1,429,671           | 671             | 100.05%               |
| 12/01/2044    | 810,000            | 1,514,500             |                          | 1,514,500              | 1,515,692           | 1,192           | 100.08%               |
| 12/01/2045    | 850,000            | 1,514,000             |                          | 1,514,000              | 1,515,692           | 1,692           | 100.11%               |
| 12/01/2046    | 985,000            | 1,606,500             |                          | 1,606,500              | 1,606,873           | 373             | 100.02%               |
| 12/01/2047    | 1,030,000          | 1,602,250             |                          | 1,602,250              | 1,606,873           | 4,623           | 100.29%               |
| 12/01/2048    | 1,180,000          | 1,700,750             |                          | 1,700,750              | 1,703,526           | 2,776           | 100.16%               |
| 12/01/2049    | 1,240,000          | 1,701,750             |                          | 1,701,750              | 1,703,526           | 1,776           | 100.10%               |
| 12/01/2050    | 1,405,000          | 1,804,750             |                          | 1,804,750              | 1,805,977           | 1,227           | 100.07%               |
| 12/01/2051    | 1,475,000          | 1,804,500             |                          | 1,804,500              | 1,805,977           | 1,477           | 100.08%               |
| 12/01/2052    | 1,655,000          | 1,910,750             |                          | 1,910,750              | 1,914,576           | 3,826           | 100.20%               |
| 12/01/2053    | 3,460,000          | 3,633,000             | -1,721,250               | 1,911,750              | 1,914,576           | 2,826           | 100.15%               |
|               | 18,785,000         | 41,310,000            | -3,599,750               | 37,710,250             | 37,148,855          | -561,395        |                       |

## SOURCES AND USES OF FUNDS

**VISTA MEADOWS METROPOLITAN DISTRICT  
WELD COUNTY, COLORADO  
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2033  
Pay & Cancel Refunding of (proposed) Series 2023 + New Money  
55.277 (target) Mills + Fees  
Assumes Investment Grade, 100x, 30-yr. Maturity  
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)**

Dated Date                      12/01/2033  
Delivery Date                12/01/2033

**Sources:**

|                         |               |
|-------------------------|---------------|
| Bond Proceeds:          |               |
| Par Amount              | 27,885,000.00 |
| Other Sources of Funds: |               |
| Funds on Hand*          | 1,455,000.00  |
| SERIES 2023 - DSRF      | 1,721,250.00  |
|                         | 3,176,250.00  |
|                         | 31,061,250.00 |

**Uses:**

|                            |               |
|----------------------------|---------------|
| Project Fund Deposits:     |               |
| Project Fund               | 12,346,825.00 |
| Refunding Escrow Deposits: |               |
| Cash Deposit               | 18,375,000.00 |
| Cost of Issuance:          |               |
| Cost of Issuance           | 200,000.00    |
| Delivery Date Expenses:    |               |
| Underwriter's Discount     | 139,425.00    |
|                            | 31,061,250.00 |
|                            | 31,061,250.00 |

[\*] Estimated balances (tbd).

## BOND SUMMARY STATISTICS

**VISTA MEADOWS METROPOLITAN DISTRICT  
WELD COUNTY, COLORADO  
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2033  
Pay & Cancel Refunding of (proposed) Series 2023 + New Money  
55.277 (target) Mills + Fees  
Assumes Investment Grade, 100x, 30-yr. Maturity  
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)**

|                                   |                |
|-----------------------------------|----------------|
| Dated Date                        | 12/01/2033     |
| Delivery Date                     | 12/01/2033     |
| First Coupon                      | 06/01/2034     |
| Last Maturity                     | 12/01/2063     |
| Arbitrage Yield                   | 4.000000%      |
| True Interest Cost (TIC)          | 4.035176%      |
| Net Interest Cost (NIC)           | 4.000000%      |
| All-In TIC                        | 4.086068%      |
| Average Coupon                    | 4.000000%      |
| Average Life (years)              | 22.211         |
| Weighted Average Maturity (years) | 22.211         |
| Duration of Issue (years)         | 14.523         |
| Par Amount                        | 27,885,000.00  |
| Bond Proceeds                     | 27,885,000.00  |
| Total Interest                    | 24,774,000.00  |
| Net Interest                      | 24,913,425.00  |
| Bond Years from Dated Date        | 619,350,000.00 |
| Bond Years from Delivery Date     | 619,350,000.00 |
| Total Debt Service                | 52,659,000.00  |
| Maximum Annual Debt Service       | 2,563,200.00   |
| Average Annual Debt Service       | 1,755,300.00   |
| Underwriter's Fees (per \$1000)   |                |
| Average Takedown                  |                |
| Other Fee                         | 5.000000       |
| Total Underwriter's Discount      | 5.000000       |
| Bid Price                         | 99.500000      |

| Bond Component     | Par Value     | Price   | Average Coupon | Average Life | Average Maturity Date | PV of 1 bp change |
|--------------------|---------------|---------|----------------|--------------|-----------------------|-------------------|
| Term Bond due 2063 | 27,885,000.00 | 100.000 | 4.000%         | 22.211       | 02/16/2056            | 48,519.90         |
|                    | 27,885,000.00 |         |                | 22.211       |                       | 48,519.90         |

|                            | TIC           | All-In TIC    | Arbitrage Yield |
|----------------------------|---------------|---------------|-----------------|
| Par Value                  | 27,885,000.00 | 27,885,000.00 | 27,885,000.00   |
| + Accrued Interest         |               |               |                 |
| + Premium (Discount)       |               |               |                 |
| - Underwriter's Discount   | -139,425.00   | -139,425.00   |                 |
| - Cost of Issuance Expense |               | -200,000.00   |                 |
| - Other Amounts            |               |               |                 |
| Target Value               | 27,745,575.00 | 27,545,575.00 | 27,885,000.00   |
| Target Date                | 12/01/2033    | 12/01/2033    | 12/01/2033      |
| Yield                      | 4.035176%     | 4.086068%     | 4.000000%       |

## BOND DEBT SERVICE

**VISTA MEADOWS METROPOLITAN DISTRICT  
WELD COUNTY, COLORADO  
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2033  
Pay & Cancel Refunding of (proposed) Series 2023 + New Money  
55.277 (target) Mills + Fees  
Assumes Investment Grade, 100x, 30-yr. Maturity  
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)**

Dated Date 12/01/2033  
Delivery Date 12/01/2033

| Period<br>Ending | Principal     | Coupon | Interest      | Debt Service  | Annual<br>Debt Service |
|------------------|---------------|--------|---------------|---------------|------------------------|
| 06/01/2034       |               |        | 557,700.00    | 557,700.00    |                        |
| 12/01/2034       | 15,000.00     | 4.000% | 557,700.00    | 572,700.00    | 1,130,400.00           |
| 06/01/2035       |               |        | 557,400.00    | 557,400.00    |                        |
| 12/01/2035       | 15,000.00     | 4.000% | 557,400.00    | 572,400.00    | 1,129,800.00           |
| 06/01/2036       |               |        | 557,100.00    | 557,100.00    |                        |
| 12/01/2036       | 85,000.00     | 4.000% | 557,100.00    | 642,100.00    | 1,199,200.00           |
| 06/01/2037       |               |        | 555,400.00    | 555,400.00    |                        |
| 12/01/2037       | 85,000.00     | 4.000% | 555,400.00    | 640,400.00    | 1,195,800.00           |
| 06/01/2038       |               |        | 553,700.00    | 553,700.00    |                        |
| 12/01/2038       | 160,000.00    | 4.000% | 553,700.00    | 713,700.00    | 1,267,400.00           |
| 06/01/2039       |               |        | 550,500.00    | 550,500.00    |                        |
| 12/01/2039       | 170,000.00    | 4.000% | 550,500.00    | 720,500.00    | 1,271,000.00           |
| 06/01/2040       |               |        | 547,100.00    | 547,100.00    |                        |
| 12/01/2040       | 250,000.00    | 4.000% | 547,100.00    | 797,100.00    | 1,344,200.00           |
| 06/01/2041       |               |        | 542,100.00    | 542,100.00    |                        |
| 12/01/2041       | 260,000.00    | 4.000% | 542,100.00    | 802,100.00    | 1,344,200.00           |
| 06/01/2042       |               |        | 536,900.00    | 536,900.00    |                        |
| 12/01/2042       | 355,000.00    | 4.000% | 536,900.00    | 891,900.00    | 1,428,800.00           |
| 06/01/2043       |               |        | 529,800.00    | 529,800.00    |                        |
| 12/01/2043       | 365,000.00    | 4.000% | 529,800.00    | 894,800.00    | 1,424,600.00           |
| 06/01/2044       |               |        | 522,500.00    | 522,500.00    |                        |
| 12/01/2044       | 470,000.00    | 4.000% | 522,500.00    | 992,500.00    | 1,515,000.00           |
| 06/01/2045       |               |        | 513,100.00    | 513,100.00    |                        |
| 12/01/2045       | 485,000.00    | 4.000% | 513,100.00    | 998,100.00    | 1,511,200.00           |
| 06/01/2046       |               |        | 503,400.00    | 503,400.00    |                        |
| 12/01/2046       | 585,000.00    | 4.000% | 503,400.00    | 1,098,400.00  | 1,601,800.00           |
| 06/01/2047       |               |        | 491,500.00    | 491,500.00    |                        |
| 12/01/2047       | 620,000.00    | 4.000% | 491,500.00    | 1,111,500.00  | 1,603,000.00           |
| 06/01/2048       |               |        | 479,100.00    | 479,100.00    |                        |
| 12/01/2048       | 745,000.00    | 4.000% | 479,100.00    | 1,224,100.00  | 1,703,200.00           |
| 06/01/2049       |               |        | 464,200.00    | 464,200.00    |                        |
| 12/01/2049       | 770,000.00    | 4.000% | 464,200.00    | 1,234,200.00  | 1,698,400.00           |
| 06/01/2050       |               |        | 448,800.00    | 448,800.00    |                        |
| 12/01/2050       | 905,000.00    | 4.000% | 448,800.00    | 1,353,800.00  | 1,802,600.00           |
| 06/01/2051       |               |        | 430,700.00    | 430,700.00    |                        |
| 12/01/2051       | 940,000.00    | 4.000% | 430,700.00    | 1,370,700.00  | 1,801,400.00           |
| 06/01/2052       |               |        | 411,900.00    | 411,900.00    |                        |
| 12/01/2052       | 1,090,000.00  | 4.000% | 411,900.00    | 1,501,900.00  | 1,913,800.00           |
| 06/01/2053       |               |        | 390,100.00    | 390,100.00    |                        |
| 12/01/2053       | 1,130,000.00  | 4.000% | 390,100.00    | 1,520,100.00  | 1,910,200.00           |
| 06/01/2054       |               |        | 367,500.00    | 367,500.00    |                        |
| 12/01/2054       | 1,290,000.00  | 4.000% | 367,500.00    | 1,657,500.00  | 2,025,000.00           |
| 06/01/2055       |               |        | 341,700.00    | 341,700.00    |                        |
| 12/01/2055       | 1,345,000.00  | 4.000% | 341,700.00    | 1,686,700.00  | 2,028,400.00           |
| 06/01/2056       |               |        | 314,800.00    | 314,800.00    |                        |
| 12/01/2056       | 1,520,000.00  | 4.000% | 314,800.00    | 1,834,800.00  | 2,149,600.00           |
| 06/01/2057       |               |        | 284,400.00    | 284,400.00    |                        |
| 12/01/2057       | 1,580,000.00  | 4.000% | 284,400.00    | 1,864,400.00  | 2,148,800.00           |
| 06/01/2058       |               |        | 252,800.00    | 252,800.00    |                        |
| 12/01/2058       | 1,775,000.00  | 4.000% | 252,800.00    | 2,027,800.00  | 2,280,600.00           |
| 06/01/2059       |               |        | 217,300.00    | 217,300.00    |                        |
| 12/01/2059       | 1,845,000.00  | 4.000% | 217,300.00    | 2,062,300.00  | 2,279,600.00           |
| 06/01/2060       |               |        | 180,400.00    | 180,400.00    |                        |
| 12/01/2060       | 2,055,000.00  | 4.000% | 180,400.00    | 2,235,400.00  | 2,415,800.00           |
| 06/01/2061       |               |        | 139,300.00    | 139,300.00    |                        |
| 12/01/2061       | 2,135,000.00  | 4.000% | 139,300.00    | 2,274,300.00  | 2,413,600.00           |
| 06/01/2062       |               |        | 96,600.00     | 96,600.00     |                        |
| 12/01/2062       | 2,370,000.00  | 4.000% | 96,600.00     | 2,466,600.00  | 2,563,200.00           |
| 06/01/2063       |               |        | 49,200.00     | 49,200.00     |                        |
| 12/01/2063       | 2,460,000.00  | 4.000% | 49,200.00     | 2,509,200.00  | 2,558,400.00           |
|                  | 27,885,000.00 |        | 24,774,000.00 | 52,659,000.00 | 52,659,000.00          |

## NET DEBT SERVICE

**VISTA MEADOWS METROPOLITAN DISTRICT  
WELD COUNTY, COLORADO  
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2033  
Pay & Cancel Refunding of (proposed) Series 2023 + New Money  
55.277 (target) Mills + Fees  
Assumes Investment Grade, 100x, 30-yr. Maturity  
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)**

| Period<br>Ending | Principal     | Interest      | Total<br>Debt Service | Net<br>Debt Service |
|------------------|---------------|---------------|-----------------------|---------------------|
| 12/01/2034       | 15,000.00     | 1,115,400.00  | 1,130,400.00          | 1,130,400.00        |
| 12/01/2035       | 15,000.00     | 1,114,800.00  | 1,129,800.00          | 1,129,800.00        |
| 12/01/2036       | 85,000.00     | 1,114,200.00  | 1,199,200.00          | 1,199,200.00        |
| 12/01/2037       | 85,000.00     | 1,110,800.00  | 1,195,800.00          | 1,195,800.00        |
| 12/01/2038       | 160,000.00    | 1,107,400.00  | 1,267,400.00          | 1,267,400.00        |
| 12/01/2039       | 170,000.00    | 1,101,000.00  | 1,271,000.00          | 1,271,000.00        |
| 12/01/2040       | 250,000.00    | 1,094,200.00  | 1,344,200.00          | 1,344,200.00        |
| 12/01/2041       | 260,000.00    | 1,084,200.00  | 1,344,200.00          | 1,344,200.00        |
| 12/01/2042       | 355,000.00    | 1,073,800.00  | 1,428,800.00          | 1,428,800.00        |
| 12/01/2043       | 365,000.00    | 1,059,600.00  | 1,424,600.00          | 1,424,600.00        |
| 12/01/2044       | 470,000.00    | 1,045,000.00  | 1,515,000.00          | 1,515,000.00        |
| 12/01/2045       | 485,000.00    | 1,026,200.00  | 1,511,200.00          | 1,511,200.00        |
| 12/01/2046       | 595,000.00    | 1,006,800.00  | 1,601,800.00          | 1,601,800.00        |
| 12/01/2047       | 620,000.00    | 983,000.00    | 1,603,000.00          | 1,603,000.00        |
| 12/01/2048       | 745,000.00    | 958,200.00    | 1,703,200.00          | 1,703,200.00        |
| 12/01/2049       | 770,000.00    | 928,400.00    | 1,698,400.00          | 1,698,400.00        |
| 12/01/2050       | 905,000.00    | 897,600.00    | 1,802,600.00          | 1,802,600.00        |
| 12/01/2051       | 940,000.00    | 861,400.00    | 1,801,400.00          | 1,801,400.00        |
| 12/01/2052       | 1,090,000.00  | 823,800.00    | 1,913,800.00          | 1,913,800.00        |
| 12/01/2053       | 1,130,000.00  | 780,200.00    | 1,910,200.00          | 1,910,200.00        |
| 12/01/2054       | 1,290,000.00  | 735,000.00    | 2,025,000.00          | 2,025,000.00        |
| 12/01/2055       | 1,345,000.00  | 683,400.00    | 2,028,400.00          | 2,028,400.00        |
| 12/01/2056       | 1,520,000.00  | 629,600.00    | 2,149,600.00          | 2,149,600.00        |
| 12/01/2057       | 1,580,000.00  | 568,800.00    | 2,148,800.00          | 2,148,800.00        |
| 12/01/2058       | 1,775,000.00  | 505,600.00    | 2,280,600.00          | 2,280,600.00        |
| 12/01/2059       | 1,845,000.00  | 434,600.00    | 2,279,600.00          | 2,279,600.00        |
| 12/01/2060       | 2,055,000.00  | 360,800.00    | 2,415,800.00          | 2,415,800.00        |
| 12/01/2061       | 2,135,000.00  | 278,600.00    | 2,413,600.00          | 2,413,600.00        |
| 12/01/2062       | 2,370,000.00  | 193,200.00    | 2,563,200.00          | 2,563,200.00        |
| 12/01/2063       | 2,460,000.00  | 98,400.00     | 2,558,400.00          | 2,558,400.00        |
|                  | 27,885,000.00 | 24,774,000.00 | 52,659,000.00         | 52,659,000.00       |

## SUMMARY OF BONDS REFUNDED

**VISTA MEADOWS METROPOLITAN DISTRICT  
WELD COUNTY, COLORADO  
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2033  
Pay & Cancel Refunding of (proposed) Series 2023 + New Money  
55.277 (target) Mills + Fees  
Assumes Investment Grade, 100x, 30-yr. Maturity  
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)**

| Bond                                                       | Maturity Date | Interest Rate | Par Amount    | Call Date  | Call Price |
|------------------------------------------------------------|---------------|---------------|---------------|------------|------------|
| 6/6/22: Ser 23 NR SP, 5.00%, 100x, 55.277mils, FG+6% BiRE: |               |               |               |            |            |
| TERM53                                                     | 12/01/2034    | 5.000%        | 210,000.00    | 12/01/2033 | 100.000    |
|                                                            | 12/01/2035    | 5.000%        | 220,000.00    | 12/01/2033 | 100.000    |
|                                                            | 12/01/2036    | 5.000%        | 300,000.00    | 12/01/2033 | 100.000    |
|                                                            | 12/01/2037    | 5.000%        | 315,000.00    | 12/01/2033 | 100.000    |
|                                                            | 12/01/2038    | 5.000%        | 405,000.00    | 12/01/2033 | 100.000    |
|                                                            | 12/01/2039    | 5.000%        | 425,000.00    | 12/01/2033 | 100.000    |
|                                                            | 12/01/2040    | 5.000%        | 520,000.00    | 12/01/2033 | 100.000    |
|                                                            | 12/01/2041    | 5.000%        | 545,000.00    | 12/01/2033 | 100.000    |
|                                                            | 12/01/2042    | 5.000%        | 655,000.00    | 12/01/2033 | 100.000    |
|                                                            | 12/01/2043    | 5.000%        | 690,000.00    | 12/01/2033 | 100.000    |
|                                                            | 12/01/2044    | 5.000%        | 810,000.00    | 12/01/2033 | 100.000    |
|                                                            | 12/01/2045    | 5.000%        | 850,000.00    | 12/01/2033 | 100.000    |
|                                                            | 12/01/2046    | 5.000%        | 985,000.00    | 12/01/2033 | 100.000    |
|                                                            | 12/01/2047    | 5.000%        | 1,030,000.00  | 12/01/2033 | 100.000    |
|                                                            | 12/01/2048    | 5.000%        | 1,180,000.00  | 12/01/2033 | 100.000    |
|                                                            | 12/01/2049    | 5.000%        | 1,240,000.00  | 12/01/2033 | 100.000    |
|                                                            | 12/01/2050    | 5.000%        | 1,405,000.00  | 12/01/2033 | 100.000    |
|                                                            | 12/01/2051    | 5.000%        | 1,475,000.00  | 12/01/2033 | 100.000    |
|                                                            | 12/01/2052    | 5.000%        | 1,655,000.00  | 12/01/2033 | 100.000    |
|                                                            | 12/01/2053    | 5.000%        | 3,460,000.00  | 12/01/2033 | 100.000    |
|                                                            |               |               | 18,375,000.00 |            |            |

## ESCROW REQUIREMENTS

**VISTA MEADOWS METROPOLITAN DISTRICT  
WELD COUNTY, COLORADO  
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2033  
Pay & Cancel Refunding of (proposed) Series 2023 + New Money  
55.277 (target) Mills + Fees  
Assumes Investment Grade, 100x, 30-yr. Maturity  
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)**

Dated Date                      12/01/2033  
Delivery Date                12/01/2033

| Period<br>Ending | Principal<br>Redeemed | Total         |
|------------------|-----------------------|---------------|
| 12/01/2033       | 18,375,000.00         | 18,375,000.00 |
|                  | 18,375,000.00         | 18,375,000.00 |



# **PRIOR BOND DEBT SERVICE**

**VISTA MEADOWS METROPOLITAN DISTRICT**  
**WELD COUNTY, COLORADO**  
**GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2033**  
**Pay & Cancel Refunding of (proposed) Series 2023 + New Money**  
**55.277 (target) Mills + Fees**  
**Assumes Investment Grade, 100x, 30-yr. Maturity**  
**(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)**

| Period<br>Ending | Principal     | Coupon | Interest      | Debt Service  |
|------------------|---------------|--------|---------------|---------------|
| 12/01/2034       | 210,000.00    | 5.000% | 918,750.00    | 1,128,750.00  |
| 12/01/2035       | 220,000.00    | 5.000% | 908,250.00    | 1,128,250.00  |
| 12/01/2036       | 300,000.00    | 5.000% | 897,250.00    | 1,197,250.00  |
| 12/01/2037       | 315,000.00    | 5.000% | 882,250.00    | 1,197,250.00  |
| 12/01/2038       | 405,000.00    | 5.000% | 866,500.00    | 1,271,500.00  |
| 12/01/2039       | 425,000.00    | 5.000% | 846,250.00    | 1,271,250.00  |
| 12/01/2040       | 520,000.00    | 5.000% | 825,000.00    | 1,345,000.00  |
| 12/01/2041       | 545,000.00    | 5.000% | 799,000.00    | 1,344,000.00  |
| 12/01/2042       | 655,000.00    | 5.000% | 771,750.00    | 1,426,750.00  |
| 12/01/2043       | 690,000.00    | 5.000% | 739,000.00    | 1,429,000.00  |
| 12/01/2044       | 810,000.00    | 5.000% | 704,500.00    | 1,514,500.00  |
| 12/01/2045       | 850,000.00    | 5.000% | 664,000.00    | 1,514,000.00  |
| 12/01/2046       | 985,000.00    | 5.000% | 621,500.00    | 1,606,500.00  |
| 12/01/2047       | 1,030,000.00  | 5.000% | 572,250.00    | 1,602,250.00  |
| 12/01/2048       | 1,180,000.00  | 5.000% | 520,750.00    | 1,700,750.00  |
| 12/01/2049       | 1,240,000.00  | 5.000% | 461,750.00    | 1,701,750.00  |
| 12/01/2050       | 1,405,000.00  | 5.000% | 399,750.00    | 1,804,750.00  |
| 12/01/2051       | 1,475,000.00  | 5.000% | 329,500.00    | 1,804,500.00  |
| 12/01/2052       | 1,655,000.00  | 5.000% | 255,750.00    | 1,910,750.00  |
| 12/01/2053       | 3,460,000.00  | 5.000% | 173,000.00    | 3,633,000.00  |
|                  | 18,375,000.00 |        | 13,156,750.00 | 31,531,750.00 |

**BOND SOLUTION**

**VISTA MEADOWS METROPOLITAN DISTRICT  
WELD COUNTY, COLORADO**

**GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2033**

**Pay & Cancel Refunding of (proposed) Series 2023 + New Money**

**55.277 (target) Mills + Fees**

**Assumes Investment Grade, 100x, 30-yr. Maturity**

**(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)**

| Period<br>Ending | Proposed<br>Principal | Proposed<br>Debt Service | Total Adj<br>Debt Service | Revenue<br>Constraints | Unused<br>Revenues | Debt Service<br>Coverage |
|------------------|-----------------------|--------------------------|---------------------------|------------------------|--------------------|--------------------------|
| 12/01/2034       | 15,000                | 1,130,400                | 1,130,400                 | 1,131,602              | 1,202              | 100.11%                  |
| 12/01/2035       | 15,000                | 1,129,800                | 1,129,800                 | 1,131,602              | 1,802              | 100.16%                  |
| 12/01/2036       | 85,000                | 1,199,200                | 1,199,200                 | 1,199,738              | 538                | 100.04%                  |
| 12/01/2037       | 85,000                | 1,195,800                | 1,195,800                 | 1,199,738              | 3,938              | 100.33%                  |
| 12/01/2038       | 160,000               | 1,267,400                | 1,267,400                 | 1,271,962              | 4,562              | 100.36%                  |
| 12/01/2039       | 170,000               | 1,271,000                | 1,271,000                 | 1,271,962              | 962                | 100.08%                  |
| 12/01/2040       | 250,000               | 1,344,200                | 1,344,200                 | 1,348,520              | 4,320              | 100.32%                  |
| 12/01/2041       | 260,000               | 1,344,200                | 1,344,200                 | 1,348,520              | 4,320              | 100.32%                  |
| 12/01/2042       | 355,000               | 1,428,800                | 1,428,800                 | 1,429,671              | 871                | 100.06%                  |
| 12/01/2043       | 365,000               | 1,424,600                | 1,424,600                 | 1,429,671              | 5,071              | 100.36%                  |
| 12/01/2044       | 470,000               | 1,515,000                | 1,515,000                 | 1,515,692              | 692                | 100.05%                  |
| 12/01/2045       | 485,000               | 1,511,200                | 1,511,200                 | 1,515,692              | 4,492              | 100.30%                  |
| 12/01/2046       | 595,000               | 1,601,800                | 1,601,800                 | 1,606,873              | 5,073              | 100.32%                  |
| 12/01/2047       | 620,000               | 1,603,000                | 1,603,000                 | 1,606,873              | 3,873              | 100.24%                  |
| 12/01/2048       | 745,000               | 1,703,200                | 1,703,200                 | 1,703,526              | 326                | 100.02%                  |
| 12/01/2049       | 770,000               | 1,698,400                | 1,698,400                 | 1,703,526              | 5,126              | 100.30%                  |
| 12/01/2050       | 905,000               | 1,802,600                | 1,802,600                 | 1,805,977              | 3,377              | 100.19%                  |
| 12/01/2051       | 940,000               | 1,801,400                | 1,801,400                 | 1,805,977              | 4,577              | 100.25%                  |
| 12/01/2052       | 1,090,000             | 1,913,800                | 1,913,800                 | 1,914,576              | 776                | 100.04%                  |
| 12/01/2053       | 1,130,000             | 1,910,200                | 1,910,200                 | 1,914,576              | 4,376              | 100.23%                  |
| 12/01/2054       | 1,290,000             | 2,025,000                | 2,025,000                 | 2,029,690              | 4,690              | 100.23%                  |
| 12/01/2055       | 1,345,000             | 2,028,400                | 2,028,400                 | 2,029,690              | 1,290              | 100.06%                  |
| 12/01/2056       | 1,520,000             | 2,149,600                | 2,149,600                 | 2,151,712              | 2,112              | 100.10%                  |
| 12/01/2057       | 1,580,000             | 2,148,800                | 2,148,800                 | 2,151,712              | 2,912              | 100.14%                  |
| 12/01/2058       | 1,775,000             | 2,280,600                | 2,280,600                 | 2,281,054              | 454                | 100.02%                  |
| 12/01/2059       | 1,845,000             | 2,279,600                | 2,279,600                 | 2,281,054              | 1,454              | 100.06%                  |
| 12/01/2060       | 2,055,000             | 2,415,800                | 2,415,800                 | 2,418,158              | 2,358              | 100.10%                  |
| 12/01/2061       | 2,135,000             | 2,413,600                | 2,413,600                 | 2,418,158              | 4,558              | 100.19%                  |
| 12/01/2062       | 2,370,000             | 2,563,200                | 2,563,200                 | 2,563,487              | 287                | 100.01%                  |
| 12/01/2063       | 2,460,000             | 2,558,400                | 2,558,400                 | 2,563,487              | 5,087              | 100.20%                  |
|                  | 27,885,000            | 52,659,000               | 52,659,000                | 52,744,478             | 85,478             |                          |

## **EXHIBIT H**

### **Form - Intergovernmental Agreement**

**INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN  
THE CITY OF FORT LUPTON, COLORADO  
AND  
VISTA MEADOWS METROPOLITAN DISTRICT**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ 2022 (this “**Agreement**”) by and between the CITY OF FORT LUPTON, a municipal corporation of the State of Colorado (“**City**”), and VISTA MEADOWS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”). The City and the District are collectively referred to as the Parties.

**RECITALS**

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Service Plan approved by the City on \_\_\_\_\_, 2022 (the “**Service Plan**”); and

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

WHEREAS, any capitalized term used, but not defined, in this Agreement shall have the meaning ascribed to such term in the Service Plan; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers and property owners to enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**COVENANTS AND AGREEMENTS**

A. Operations and Maintenance. The District shall be authorized to operate and maintain Public Improvements not conveyed to the City or other governmental entity having proper jurisdiction. In addition, the District may perform homeowners’ association functions for the property within its boundaries including, but not limited to, ownership, operation and maintenance of parks, trails, open space and common areas, Covenant Enforcement and Design Review Services, and social functions through designation of the District as the enforcement entity in the Covenants recorded against the Project.

B. Maintenance of City-owned Streets, Parks, and Open Space. The District shall provide snow-removal services within the District Boundaries on City-owned streets that are not arterial or collector roads, as more particularly set forth in the Maintenance IGA defined by and required by the Service Plan. In addition, the District shall operate and maintain City-owned parks

and open spaces within the District Boundaries, including, but not limited to, irrigation services, turf, tree, and shrub care and, as necessary, replacement, lawn mowing and maintenance, and removal of litter, as more particularly set forth in the Maintenance IGA. The District shall approve and execute the Maintenance IGA immediately after completion of the construction of the street and/or parks and open space improvements and prior to performing the required maintenance. Failure to timely approve and execute the Maintenance IGA shall constitute a material modification of the Service Plan.

C. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the applicable standards and specifications of the City, including without limitation any Subdivision Improvement Agreement(s) with the City applicable to such Public Improvements, and of other governmental entities having proper jurisdiction. All facilities conveyed or otherwise dedicated to the City or other entity designated by the City shall be free and clear of any lien, claim, encumbrance or demand and shall be subject to the City's normal warranty procedures.

D. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

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

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

E. Inclusion Limitation. The District shall not include within its boundaries any property outside the Inclusion Area Boundaries without the prior written consent of the City.

F. Overlap Limitation. The District shall not consent to the organization of another district under the Special District Act which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed district, combined with the mill levy for payment of Debt by the District, will not at any time exceed the Maximum Debt Mill Levy of the District.

G. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

H. Total Debt Issuance Limitation. The District shall not issue Debt in excess of the Total Debt Issuance Limit.

I. Monies from Other Governmental Sources. The District shall not apply for or accept Colorado Trust Funds, Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and be a revenue source for the District without any limitation.

J. Eminent Domain Limitation. The District shall not exercise the power of eminent domain to obtain any real property owned by the City without the prior written approval of the City Council, as evidenced by resolution after a public hearing thereon.

K. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City.

L. Bankruptcy Limitation. All of the limitations contained in the Service Plan have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

1. Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

2. Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

M. Maximum Debt Mill Levy.

1. The “Maximum Debt Mill Levy” of the District, which shall be subject to the Mill Levy Adjustment, shall be the maximum mill levy the District is permitted to impose upon the Taxable Property within the District for payment of Debt and shall be 55.277 mills for so long as the total amount of aggregate Debt of the District exceeds fifty percent (50%) of the District’s assessed valuation. At such time as the total amount of aggregate Debt of the District is equal to or less than fifty percent (50%) of the District’s assessed valuation, either on the date of issuance of any Debt or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy if End Users cast the majority of affirmative votes taken by the District’s Board at the meeting authorizing such action, and, as a result, the mill levy may be such amount as is necessary to pay the debt service on such Debt, and the Board may further provide that such Debt shall remain secured by such increased mill levy, notwithstanding any subsequent change in the District’s Debt to assessed value ratio.

2. The “Maximum Operation and Maintenance Mill Levy” of the District, which shall be subject to a Mill Levy Adjustment, shall be the maximum mill levy the District is permitted to impose upon the Taxable Property within the District for payment of administrative, operation and maintenance costs, and shall be 55.277 mills until such time that the District issues Debt. After the District issues Debt, the Maximum Operation and Maintenance Mill Levy, when combined with the Debt service mill levy imposed for Debt, shall not exceed 70.000 mills, which combined mill levy limit shall be subject to a Mill Levy Adjustment. The Maximum Operation and Maintenance Mill Levy shall apply to the District’s ability to increase its mill levy as necessary for provision of administrative, operation and maintenance services to its taxpayers and service users until such time as End Users cast the majority of affirmative votes taken by the District’s Board at a meeting authorizing the elimination of such Maximum Operation and Maintenance Mill Levy, at which time the mill levy may be such amount as is necessary to pay the administrative, operation and maintenance costs.

3. For purposes of the foregoing, once Debt has been determined to be within VI.C.1, above, so that the District is entitled to pledge to its payment an unlimited *ad valorem* mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District’s Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S., and all other requirements of State law.

All issuances of general obligation Bonds shall be deemed to be in compliance with the Financial Plan so long as the Minimum Criteria, as hereinafter defined, have been met. “Minimum Criteria” shall mean that the general obligation Bonds are: (1) subject to the Maximum Debt Mill Levy; (2) together with other outstanding general obligation Bonds of the District, not in excess of the Total Debt Issuance Limit; (3) together with other outstanding general obligation Bonds of the District, not in excess of the general obligation debt authority provided by the District’s electorate; (4) do not allow for the acceleration of Debt as a remedy against the District; and (5) issued in compliance with the applicable requirements of Section 321-1101(6), C.R.S. Any issuance of general obligation Bonds that does not satisfy the Minimum Criteria shall constitute a material modification of this Service Plan and a default under this Agreement.

The costs of constructing the Public Improvements may be paid from available District mill levy revenues, Debt and/or advances from the Developer. The District shall be authorized to reimburse Developer advances, if any, with interest at a market reasonable rate from District mill levy revenues and/or proceeds from Debt privately placed with the Developer, and other legally available revenues of the District. Any such privately placed Debt shall be subject to the Privately Placed Debt Limitation set forth in Section V.A.4 and the Minimum Criteria. Any Developer advances shall either be paid when bonds are issued by the District or shall be subordinate to any District debt, and only the Developer will hold the instruments evidencing such advances or financing.

In the event that the District determines that it is in the best interests of the District and its taxpayers to issue general obligation Bonds to parties other than the Developer to: (i) reimburse the Developer for Developer advances; (ii) refund or restructure Debt previously placed with the Developer; or (iii) finance Public Improvements, the District shall prepare a plan of finance for the purpose of determining whether the proposed issuance satisfies the Minimum Criteria. The plan of finance will include the amount of Bonds to be issued, uses of proceeds therefrom (including, if any, capitalized interest and costs of

issuance), sources of revenues securing repayment of the Bonds and the repayment schedule for the Bonds, all as required by Section 19-5(c)(1)c.1-4 of the Municipal Code. Debt Repayment Sources.

The District may impose mill levies as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the Board's discretion, these may include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time. In no event shall the debt service mill levy certified by the District exceed the Maximum Debt Mill Levy.

N. Dissolution. The District shall take all action necessary to dissolve, pursuant to Sections 32-1-701, *et seq.*, C.R.S., if the City files an application with the District no sooner than ten (10) years after the date of organization of the District for dissolution pursuant to Section 32-1-701 (3), C.R.S., provided that the District has no outstanding debt or outstanding operation and maintenance responsibilities at the time of the request.

O. Meeting Notices/Annual Report. The District shall deliver written notice of every regular or special meeting to the office of the City Clerk, by email, mail or by hand, at least 72 hours prior to such meeting; however, in the event Section 19-5(c)(1)k of the Municipal Code is amended to change the timeframe for this advanced notice requirement, this Agreement and the Service Plan shall be automatically updated to a corresponding timeframe without further action of the City Council. The District shall be responsible for submitting an annual report to the City no later than July 1<sup>st</sup> of each year following the year in which the Order and Decree creating the District has been recorded.

P. Material Modification. Actions of the District which violate the limitations set forth in Sections A-L above or Chapter 19 of the Municipal Code shall be deemed to be material modifications to the Service Plan requiring amendment of the Service Plan in accordance with the procedural requirements of Chapter 19 of the Municipal Code, and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District. The remedies herein shall be in addition to any remedies the City may have or actions the City may bring under Section 32-1-207, C.R.S., or any other applicable statute. The District shall have thirty (30) days to cure such material modification. If the material modification is of a type that is not capable of being cured within the 30-day period and the District shall give written notice to the City within the 30-day period that it is actively and diligently pursuing the cure, the District will have a reasonable period of time given the nature of the material modification following the end of the 30-day period, but not to exceed sixty (60) days, to cure the material modification, provided that the District is at all times actively and diligently pursuing the cure, failing which, the District will be in default under this Agreement. In the event the District fails to complete the cure or take any action to cure the material modification, the City may impose any sanctions allowed by the Municipal Code or statute. Nothing herein is intended to modify or prevent the use of the provisions of Section 32-1-207(3)(b), C.R.S.

Q. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:



To the District:

Vista Meadows Metropolitan District  
c/o Law Office of Michael E. Davis, LLC  
1151 Eagle Drive, Suite 366  
Loveland, CO 80537  
Attn: Michael E. Davis, *Esq.*  
Phone: (720) 324-3130  
Email: [Michael@MDavisLawOffice.com](mailto:Michael@MDavisLawOffice.com)

To the City:

City of Fort Lupton  
130 South McKinley  
Fort Lupton, CO 80621  
Attn: Chris Cross  
Phone: (720) 466-6103  
Fax: (303) 857-0351  
Email: [CCross@Fortluptonco.gov](mailto:CCross@Fortluptonco.gov)

With a Copy to:

White Bear Ankele Tanaka & Waldron, P.C.  
2154 East Commons Avenue, Suite 2000  
Centennial, CO 80122  
Attention: Jennifer Gruber Tanaka, *Esq.*  
Phone: (303) 858-1800  
Fax: (303) 858-1801  
Email: [jtanaka@wbapc.com](mailto:jtanaka@wbapc.com)

All notices, demands, requests or other communications shall be effective upon such personal delivery, one (1) business day after being deposited with a nationally recognized overnight air courier service, or three (3) business days after deposit in the United States First Class Mail. Each Party may change its address by giving notice to the other party in accordance with the provisions hereof.

R. Amendment. This Agreement may be amended or terminated in whole or in part by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

S. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void.

T. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

U. Governing Law and Venue. This Agreement shall be governed and construed under the laws of Weld County and the State of Colorado.

V. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

W. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

X. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

Y. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

Z. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –  
SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this agreement effective as of the date set forth above.

VISTA MEADOWS METROPOLITAN  
DISTRICT

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

CITY OF FORT LUPTON, COLORADO

By: \_\_\_\_\_  
Mayor

Attest:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

## **EXHIBIT I**

### **City Council Resolution of Approval of Service Plan**

**RESOLUTION NO. 2022R\_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT  
LUPTON, COLORADO APPROVING THE SERVICE PLAN FOR THE  
VISTA MEADOWS METROPOLITAN DISTRICT AND APPROVING  
THE INTERGOVERNMENTAL AGREEMENT**

**WHEREAS**, pursuant to §32-1-204.5, C.R.S., as amended, a Service Plan (the “**Service Plan**”) for the Vista Meadows Metropolitan District (the “**District**”) has been submitted to the City Council (the “**Council**”) of the City of Fort Lupton, Colorado (the “**City**”); and

**WHEREAS**, §32-1-204.5, C.R.S., as amended, provides that no special district shall be organized within the boundaries of the City except upon adoption of a resolution of the Council approving the Service Plan of the District; and

**WHEREAS**, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, the Council held a public hearing on the Service Plan for the District on August 2, 2022; and

**WHEREAS**, notice of the hearing before the Council was duly published in the *Fort Lupton Press*, a newspaper of general circulation within the City, on July 7, 2022, as required by law, and forwarded to the petitioners, others entitled to postcard or letter notice, the Division of Local Government, and the governing body of each municipality and Title 32 district that has levied an *ad valorem* tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

**WHEREAS**, the Council has considered the Service Plan and all other testimony and evidence presented at the hearing; and

**WHEREAS**, the Council finds that the Service Plan should be approved unconditionally, as permitted by §§32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended; and

**WHEREAS**, the Council further finds that it is in the best interests of the citizens of the City to enter into an Intergovernmental Agreement (the “**IGA**”) with the District for the purpose of assigning the relative rights and responsibilities between the City and the District with respect to certain functions, operations, and obligations of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE  
CITY OF FORT LUPTON, COLORADO:**

- I. The City Council has jurisdiction to hear this matter.
- II. The Council hereby determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, related to the filing of the Service Plan for the District have been fulfilled and that notice of the hearing was given in the time and manner required by law.
- III. The Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and

that evidence satisfactory to the Council of each of the following was presented with respect to the District:

A. There is sufficient existing and projected need for organized service in the area to be serviced by the proposed District.

B. The existing service in the area to be served by the proposed District is inadequate for present and projected needs.

C. The proposed District is capable of providing economical and sufficient service to the areas within its proposed boundaries.

D. The area to be included in the proposed District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

E. Adequate service is not, or will not be, available to the area through the City or other existing quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.

F. The facility and service standards of the proposed District are compatible with the facility and service standards of the City and each municipality which is an interested party under §32-1-204, C.R.S.

G. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.

H. The proposal is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area;

I. The creation of the proposed District will be in the best interests of the area proposed to be served; and

J. The Service Plan, based upon the statements set forth in the Service Plan and upon all evidence presented at the Public Hearing on the Service Plan, meets all conditions and requirements of §§32-1-201, *et seq.*, C.R.S.

IV. The Council hereby approves the Service Plan for the District as submitted. Nothing herein limits the City's powers with respect to the District, the property within the District, or the improvements to be constructed by the District. The City's findings are based solely upon the evidence in the Service Plan and such other evidence presented at the public hearing, and the City has not conducted any independent investigation of the evidence. The City makes no guarantee as to the financial viability of the District or the achievability of the results.

V. The Council hereby approves the IGA. The Mayor and the City Clerk are hereby authorized to execute, on behalf of the City, the IGA in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

VI. This Resolution shall be filed in the records of the City and a copy thereof submitted to the District.

VII. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

**INTRODUCED, READ AND PASSED** this \_\_\_\_ day of \_\_\_\_\_ 2022.

**CITY OF FORT LUPTON,**

By: \_\_\_\_\_  
Zo Stieber, Mayor

ATTEST:

By: \_\_\_\_\_  
Mari Peña, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
J. Andrew Ausmus, City Attorney

## **EXHIBIT J**

### **Form Maintenance Agreement**



**MAINTENANCE SERVICES AGREEMENT**  
(Snow Removal and Park and Open Maintenance Services)

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This **MAINTENANCE SERVICES AGREEMENT**, including any and all exhibits attached hereto (the “**Agreement**”), is made and entered as of this \_\_\_\_ day of \_\_\_\_\_ 2022, by and between the **CITY OF FORT LUPTON**, a municipal corporation of the State of Colorado (the “**City**”), and the **VISTA MEADOWS METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”). The City and the District are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

**RECITALS**

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Service Plan approved by the City on \_\_\_\_\_, 2022 (the “**Service Plan**”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental maintenance agreement between the City and the District; and

WHEREAS, any capitalized term used, but not defined, in this Agreement shall have the meaning ascribed to such term in the Service Plan; and

WHEREAS, the City has established a *Snow/Ice Removal with Level Service Policy*, dated November 29, 2017 (the “**Policy**”); and

WHEREAS, the City and the District desire to keep City-owned property within District Boundaries safe, clean, orderly, and beautified; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers and property owners to enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**COVENANTS AND AGREEMENTS**

A. Scope of Services: Snowplowing. The District shall provide snow-removal services (the “**Services**”) within District Boundaries on City-owned streets that are not arterial or collector roads (the “**Streets**”), which Streets are depicted on the map attached hereto as **Exhibit A** and incorporated herein by this reference. The District shall perform the Services (a) in a professional manner, to the satisfaction of the City, using the degree of skill and knowledge customarily employed in the performance of such services; (b) in a timely manner to ensure the upkeep and safe use of the Streets; and (c) using reasonable efforts to minimize any annoyance, interference, or disruption to the residents, tenants, occupants, and invitees within the District.

Further, the District shall comply with the Ft. Lupton Municipal Code, the Policy, and any other applicable municipal regulations and ordinances in performing the Services.

B. Scope of Services: Parks and Open Space. The District shall operate and provide maintenance and upkeep services (“**Maintenance**”) within District Boundaries on City-owned parks and open space (the “**Parks**”), which Parks are depicted on the map attached hereto as **Exhibit B** and incorporated herein by this reference. Maintenance of the Parks includes but is not limited to irrigation services; turf, tree, and shrub care and, as necessary, replacement; lawn mowing and maintenance; and removal of litter. The District shall perform the Maintenance (a) in a professional manner, to the satisfaction of the City, using the degree of skill and knowledge customarily employed in the performance of such services; (b) in a timely manner to ensure the health and beauty of all vegetation in the Parks; and (c) using reasonable efforts to minimize any annoyance, interference, or disruption to the residents, tenants, occupants, and invitees within the District.

C. Independent Contractor. For purposes of this Agreement, the District is an independent contractor, and nothing in this Agreement shall constitute or designate the District or any of its employees or agents as employees or agents of the City. The District may select the means, manner, and method of performing its duties under this Agreement, without detailed control or direction from the City, and shall be responsible for supervising its own employees or subcontractors. The City is concerned only with the results to be obtained. The City shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the District or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state, or federal income or other tax contributions, insurance contributions (e.g., FICA taxes), workers’ compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits, or insurance. The District shall be responsible for the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the District will be deemed employees or sub-contractors of the District and will not for any purpose be considered employees or agents of the City. The District is not entitled to worker’s compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the District or some other entity other than the City, and the District is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.

D. Equal Opportunity/Employment Eligibility. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the District represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

The District hereby states that it does not knowingly employ or contract with a worker without authorization and that the District has participated in or has attempted to participate in the E-Verify Program or Department Program (formerly known as the Basic Pilot Program) (as

defined in §8-17.5-101, C.R.S.) in order to verify that it does not employ any a workers without authorization. The District affirmatively makes the follow declarations:

1. The District shall not knowingly employ or contract with a worker without authorization who will perform work under the public contract for services contemplated in this Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for Services contemplated in this Agreement.

2. The District shall not knowingly enter into a contract with a subcontractor that fails to certify to the District that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform the services contemplated in this Agreement.

3. The District has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

4. The District is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

5. If the District obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with a worker without authorization, the District shall be required to:

a. Notify the subcontractor and the City within three (3) days that the District has actual knowledge that the subcontractor is employing or contracting with a worker without authorization.

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the worker without authorization; except that the District shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

6. The District shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation involving matters under this Section 10 that such Department is undertaking pursuant to the authority established in § 8-17.5-102, C.R.S.

7. If the District violates a provision of this Agreement pursuant to which § 8-17.5-102, C.R.S., applies the City may terminate this Agreement upon three (3) days written notice

to the District. If this Agreement is so terminated, the District shall be liable for actual and consequential damages to the City.

E. Insurance Requirements.

1. The District shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit C**, attached hereto and incorporated herein by this reference. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the City may carry, and any insurance maintained by the City shall be considered excess. The City may verify or confirm, at any time, all coverage, information, or representations contained in this Agreement.

2. Prior to commencing any work under this Agreement, the District shall provide the City with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the District subcontracts any portion(s) of the Services or Maintenance, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance, and automobile liability insurance in amounts satisfactory to the City and the District; provided, however, that sub-contractors of the District shall not be required by the City to provide coverage in excess of that which is required hereunder of the District. If the coverage required expires during the term of this Agreement, the District or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

3. The District's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the District's liability under any provision in this Agreement. The District shall be responsible for the payment of any deductibles on issued policies.

F. Indemnification. To the extent permitted by law, the District shall indemnify and hold harmless the City, its directors, officers, contractors, employees, agents, and consultants (collectively, the "**City Indemnitees**"), from any and all injuries, damages, causes of actions or claims which result from negligence on the part of the District, its agents, or employees under the Agreement. Insurance coverage requirements specified in this Agreement will in no way lessen or limit the liability of the District under the terms of this indemnification obligation. The District shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section F. This defense and indemnification obligation will survive the expiration or termination of this Agreement.

G. Assignment. The District shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the City. Any attempted assignment of this Agreement in whole or in part with respect to which the City has not consented, in writing, shall be null and void and of no effect whatsoever.

H. Sub-Contractors. The District is solely and fully responsible to the City for the performance of all Services and Maintenance in accordance with the terms set forth in this Agreement, whether performed by the District or a subcontractor engaged by the District, and neither the City's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the District's duties, liabilities, or obligations under this Agreement. The District agrees that each and every agreement of the District with any subcontractor to perform Services or Maintenance under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement, holding the City harmless for the acts of the subcontractor. Prior to commencing any Services or Maintenance, a subcontractor shall provide evidence of insurance coverage to the City in accordance with the requirements of this Agreement. The District further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

I. Material Modification. Actions of the District which violate the limitations set forth in Sections A-H above or Chapter 19 of the Municipal Code shall be deemed to be material modifications to the Service Plan requiring amendment of the Service Plan in accordance with the procedural requirements of Chapter 19 of the Municipal Code, and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District. The remedies herein shall be in addition to any remedies the City may have or actions the City may bring under Section 32-1-207, C.R.S., or any other applicable statute. The District shall have thirty (30) days to cure such material modification. If the material modification is of a type that is not capable of being cured within the 30-day period and the District shall give written notice to the City within the 30-day period that it is actively and diligently pursuing the cure, the District will have a reasonable period of time given the nature of the material modification following the end of the 30-day period, but not to exceed sixty (60) days, to cure the material modification, provided that the District is at all times actively and diligently pursuing the cure, failing which, the District will be in default under this Agreement. In the event the District fails to complete the cure or take any action to cure the material modification, the City may impose any sanctions allowed by the Municipal Code or statute. Nothing herein is intended to modify or prevent the use of the provisions of Section 32-1-207(3)(b), C.R.S.

J. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:

Vista Meadows Metropolitan District  
c/o Law Office of Michael E. Davis, LLC  
1151 Eagle Drive, Suite 366  
Loveland, CO 80537  
Attn: Michael E. Davis, *Esq.*  
Phone: (720) 324-3130  
Email: [Michael@MDavisLawOffice.com](mailto:Michael@MDavisLawOffice.com)

To the City:

City of Fort Lupton  
130 South McKinley  
Fort Lupton, CO 80621  
Attn: Chris Cross  
Phone: (720) 466-6103  
Fax: (303) 857-0351  
Email: [CCross@Fortluptonco.gov](mailto:CCross@Fortluptonco.gov)

With a Copy to:

White Bear Ankele Tanaka & Waldron, P.C.  
2154 East Commons Avenue, Suite 2000  
Centennial, CO 80122  
Attention: Jennifer Gruber Tanaka, *Esq.*  
Phone: (303) 858-1800  
Fax: (303) 858-1801  
Email: [jtanaka@wbapc.com](mailto:jtanaka@wbapc.com)

All notices, demands, requests or other communications shall be effective upon such personal delivery, one (1) business day after being deposited with a nationally recognized overnight air courier service, or three (3) business days after deposit in the United States First Class Mail. Each Party may change its address by giving notice to the other party in accordance with the provisions hereof.

K. Amendment. The Parties may amend or terminate this Agreement in whole or in part by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

L. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void.

M. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

N. Governing Law and Venue. This Agreement shall be governed and construed under the laws of Weld County and the State of Colorado.

O. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

P. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

Q. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

R. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

S. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –  
SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this agreement effective as of the date set forth above.

VISTA MEADOWS METROPOLITAN  
DISTRICT

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

CITY OF FORT LUPTON, COLORADO

By: \_\_\_\_\_  
Mayor

Attest:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_



**EXHIBIT A**  
Map of Streets

**EXHIBIT B**  
Map of Parks and Open Space

## EXHIBIT C

### INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section E of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of District involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:

- premises operations;
- personal injury liability without employment exclusion;
- limited contractual;
- broad form property damages, including completed operations;
- medical payments;
- products and completed operations;
- independent consultants coverage;
- coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

**This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**

**EXHIBIT C-1**  
Insurance Certificate(s)

**RESOLUTION NO. 2022R\_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT  
LUPTON, COLORADO APPROVING THE SERVICE PLAN FOR THE  
VISTA MEADOWS METROPOLITAN DISTRICT AND APPROVING  
THE INTERGOVERNMENTAL AGREEMENT**

**WHEREAS**, pursuant to §32-1-204.5, C.R.S., as amended, a Service Plan (the “**Service Plan**”) for the Vista Meadows Metropolitan District (the “**District**”) has been submitted to the City Council (the “**Council**”) of the City of Fort Lupton, Colorado (the “**City**”); and

**WHEREAS**, §32-1-204.5, C.R.S., as amended, provides that no special district shall be organized within the boundaries of the City except upon adoption of a resolution of the Council approving the Service Plan of the District; and

**WHEREAS**, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, the Council held a public hearing on the Service Plan for the District on August 2, 2022; and

**WHEREAS**, notice of the hearing before the Council was duly published in the *Fort Lupton Press*, a newspaper of general circulation within the City, on July 7, 2022, as required by law, and forwarded to the petitioners, others entitled to postcard or letter notice, the Division of Local Government, and the governing body of each municipality and Title 32 district that has levied an *ad valorem* tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

**WHEREAS**, the Council has considered the Service Plan and all other testimony and evidence presented at the hearing; and

**WHEREAS**, the Council finds that the Service Plan should be approved unconditionally, as permitted by §§32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended; and

**WHEREAS**, the Council further finds that it is in the best interests of the citizens of the City to enter into an Intergovernmental Agreement (the “**IGA**”) with the District for the purpose of assigning the relative rights and responsibilities between the City and the District with respect to certain functions, operations, and obligations of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE  
CITY OF FORT LUPTON, COLORADO:**

- I. The City Council has jurisdiction to hear this matter.
- II. The Council hereby determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, related to the filing of the Service Plan for the District have been fulfilled and that notice of the hearing was given in the time and manner required by law.
- III. The Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and

that evidence satisfactory to the Council of each of the following was presented with respect to the District:

A. There is sufficient existing and projected need for organized service in the area to be serviced by the proposed District.

B. The existing service in the area to be served by the proposed District is inadequate for present and projected needs.

C. The proposed District is capable of providing economical and sufficient service to the areas within its proposed boundaries.

D. The area to be included in the proposed District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

E. Adequate service is not, or will not be, available to the area through the City or other existing quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.

F. The facility and service standards of the proposed District are compatible with the facility and service standards of the City and each municipality which is an interested party under §32-1-204, C.R.S.

G. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.

H. The proposal is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area;

I. The creation of the proposed District will be in the best interests of the area proposed to be served; and

J. The Service Plan, based upon the statements set forth in the Service Plan and upon all evidence presented at the Public Hearing on the Service Plan, meets all conditions and requirements of §§32-1-201, *et seq.*, C.R.S.

IV. The Council hereby approves the Service Plan for the District as submitted. Nothing herein limits the City's powers with respect to the District, the property within the District, or the improvements to be constructed by the District. The City's findings are based solely upon the evidence in the Service Plan and such other evidence presented at the public hearing, and the City has not conducted any independent investigation of the evidence. The City makes no guarantee as to the financial viability of the District or the achievability of the results.

V. The Council hereby approves the IGA. The Mayor and the City Clerk are hereby authorized to execute, on behalf of the City, the IGA in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

VI. This Resolution shall be filed in the records of the City and a copy thereof submitted to the District.

VII. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

**INTRODUCED, READ AND PASSED** this 2<sup>nd</sup> day of August 2022.

**CITY OF FORT LUPTON,**

By: \_\_\_\_\_  
Zo Stieber, Mayor

ATTEST:

By: \_\_\_\_\_  
Mari Peña, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
J. Andrew Ausmus, City Attorney

**INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN  
THE CITY OF FORT LUPTON, COLORADO  
AND  
VISTA MEADOWS METROPOLITAN DISTRICT**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ 2022 (this “**Agreement**”) by and between the CITY OF FORT LUPTON, a municipal corporation of the State of Colorado (“**City**”), and VISTA MEADOWS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”). The City and the District are collectively referred to as the Parties.

**RECITALS**

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Service Plan approved by the City on \_\_\_\_\_, 2022 (the “**Service Plan**”); and

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

WHEREAS, any capitalized term used, but not defined, in this Agreement shall have the meaning ascribed to such term in the Service Plan; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers and property owners to enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**COVENANTS AND AGREEMENTS**

A. Operations and Maintenance. The District shall be authorized to operate and maintain Public Improvements not conveyed to the City or other governmental entity having proper jurisdiction. In addition, the District may perform homeowners’ association functions for the property within its boundaries including, but not limited to, ownership, operation and maintenance of parks, trails, open space and common areas, Covenant Enforcement and Design Review Services, and social functions through designation of the District as the enforcement entity in the Covenants recorded against the Project.

B. Maintenance of City-owned Streets, Parks, and Open Space. The District shall provide snow-removal services within the District Boundaries on City-owned streets that are not arterial or collector roads, as more particularly set forth in the Maintenance IGA defined by and required by the Service Plan. In addition, the District shall operate and maintain City-owned parks



and open spaces within the District Boundaries, including, but not limited to, irrigation services, turf, tree, and shrub care and, as necessary, replacement, lawn mowing and maintenance, and removal of litter, as more particularly set forth in the Maintenance IGA. The District shall approve and execute the Maintenance IGA immediately after completion of the construction of the street and/or parks and open space improvements and prior to performing the required maintenance. Failure to timely approve and execute the Maintenance IGA shall constitute a material modification of the Service Plan.

C. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the applicable standards and specifications of the City, including without limitation any Subdivision Improvement Agreement(s) with the City applicable to such Public Improvements, and of other governmental entities having proper jurisdiction. All facilities conveyed or otherwise dedicated to the City or other entity designated by the City shall be free and clear of any lien, claim, encumbrance or demand and shall be subject to the City's normal warranty procedures.

D. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

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

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

E. Inclusion Limitation. The District shall not include within its boundaries any property outside the Inclusion Area Boundaries without the prior written consent of the City.

F. Overlap Limitation. The District shall not consent to the organization of another district under the Special District Act which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed district, combined with the mill levy for payment of Debt by the District, will not at any time exceed the Maximum Debt Mill Levy of the District.

G. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

H. Total Debt Issuance Limitation. The District shall not issue Debt in excess of the Total Debt Issuance Limit.

I. Monies from Other Governmental Sources. The District shall not apply for or accept Colorado Trust Funds, Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and be a revenue source for the District without any limitation.

J. Eminent Domain Limitation. The District shall not exercise the power of eminent domain to obtain any real property owned by the City without the prior written approval of the City Council, as evidenced by resolution after a public hearing thereon.

K. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City.

L. Bankruptcy Limitation. All of the limitations contained in the Service Plan have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

1. Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

2. Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

M. Maximum Debt Mill Levy.

1. The “Maximum Debt Mill Levy” of the District, which shall be subject to the Mill Levy Adjustment, shall be the maximum mill levy the District is permitted to impose upon the Taxable Property within the District for payment of Debt and shall be 55.277 mills for so long as the total amount of aggregate Debt of the District exceeds fifty percent (50%) of the District’s assessed valuation. At such time as the total amount of aggregate Debt of the District is equal to or less than fifty percent (50%) of the District’s assessed valuation, either on the date of issuance of any Debt or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy if End Users cast the majority of affirmative votes taken by the District’s Board at the meeting authorizing such action, and, as a result, the mill levy may be such amount as is necessary to pay the debt service on such Debt, and the Board may further provide that such Debt shall remain secured by such increased mill levy, notwithstanding any subsequent change in the District’s Debt to assessed value ratio.

2. The “Maximum Operation and Maintenance Mill Levy” of the District, which shall be subject to a Mill Levy Adjustment, shall be the maximum mill levy the District is permitted to impose upon the Taxable Property within the District for payment of administrative, operation and maintenance costs, and shall be 55.277 mills until such time that the District issues Debt. After the District issues Debt, the Maximum Operation and Maintenance Mill Levy, when combined with the Debt service mill levy imposed for Debt, shall not exceed 70.000 mills, which combined mill levy limit shall be subject to a Mill Levy Adjustment. The Maximum Operation and Maintenance Mill Levy shall apply to the District’s ability to increase its mill levy as necessary for provision of administrative, operation and maintenance services to its taxpayers and service users until such time as End Users cast the majority of affirmative votes taken by the District’s Board at a meeting authorizing the elimination of such Maximum Operation and Maintenance Mill Levy, at which time the mill levy may be such amount as is necessary to pay the administrative, operation and maintenance costs.

3. For purposes of the foregoing, once Debt has been determined to be within VI.C.1, above, so that the District is entitled to pledge to its payment an unlimited *ad valorem* mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District’s Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S., and all other requirements of State law.

All issuances of general obligation Bonds shall be deemed to be in compliance with the Financial Plan so long as the Minimum Criteria, as hereinafter defined, have been met. “Minimum Criteria” shall mean that the general obligation Bonds are: (1) subject to the Maximum Debt Mill Levy; (2) together with other outstanding general obligation Bonds of the District, not in excess of the Total Debt Issuance Limit; (3) together with other outstanding general obligation Bonds of the District, not in excess of the general obligation debt authority provided by the District’s electorate; (4) do not allow for the acceleration of Debt as a remedy against the District; and (5) issued in compliance with the applicable requirements of Section 321-1101(6), C.R.S. Any issuance of general obligation Bonds that does not satisfy the Minimum Criteria shall constitute a material modification of this Service Plan and a default under this Agreement.

The costs of constructing the Public Improvements may be paid from available District mill levy revenues, Debt and/or advances from the Developer. The District shall be authorized to reimburse Developer advances, if any, with interest at a market reasonable rate from District mill levy revenues and/or proceeds from Debt privately placed with the Developer, and other legally available revenues of the District. Any such privately placed Debt shall be subject to the Privately Placed Debt Limitation set forth in Section V.A.4 and the Minimum Criteria. Any Developer advances shall either be paid when bonds are issued by the District or shall be subordinate to any District debt, and only the Developer will hold the instruments evidencing such advances or financing.

In the event that the District determines that it is in the best interests of the District and its taxpayers to issue general obligation Bonds to parties other than the Developer to: (i) reimburse the Developer for Developer advances; (ii) refund or restructure Debt previously placed with the Developer; or (iii) finance Public Improvements, the District shall prepare a plan of finance for the purpose of determining whether the proposed issuance satisfies the Minimum Criteria. The plan of finance will include the amount of Bonds to be issued, uses of proceeds therefrom (including, if any, capitalized interest and costs of

issuance), sources of revenues securing repayment of the Bonds and the repayment schedule for the Bonds, all as required by Section 19-5(c)(1)c.1-4 of the Municipal Code. Debt Repayment Sources.

The District may impose mill levies as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the Board's discretion, these may include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time. In no event shall the debt service mill levy certified by the District exceed the Maximum Debt Mill Levy.

N. Dissolution. The District shall take all action necessary to dissolve, pursuant to Sections 32-1-701, *et seq.*, C.R.S., if the City files an application with the District no sooner than ten (10) years after the date of organization of the District for dissolution pursuant to Section 32-1-701 (3), C.R.S., provided that the District has no outstanding debt or outstanding operation and maintenance responsibilities at the time of the request.

O. Meeting Notices/Annual Report. The District shall deliver written notice of every regular or special meeting to the office of the City Clerk, by email, mail or by hand, at least 72 hours prior to such meeting; however, in the event Section 19-5(c)(1)k of the Municipal Code is amended to change the timeframe for this advanced notice requirement, this Agreement and the Service Plan shall be automatically updated to a corresponding timeframe without further action of the City Council. The District shall be responsible for submitting an annual report to the City no later than July 1<sup>st</sup> of each year following the year in which the Order and Decree creating the District has been recorded.

P. Material Modification. Actions of the District which violate the limitations set forth in Sections A-L above or Chapter 19 of the Municipal Code shall be deemed to be material modifications to the Service Plan requiring amendment of the Service Plan in accordance with the procedural requirements of Chapter 19 of the Municipal Code, and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District. The remedies herein shall be in addition to any remedies the City may have or actions the City may bring under Section 32-1-207, C.R.S., or any other applicable statute. The District shall have thirty (30) days to cure such material modification. If the material modification is of a type that is not capable of being cured within the 30-day period and the District shall give written notice to the City within the 30-day period that it is actively and diligently pursuing the cure, the District will have a reasonable period of time given the nature of the material modification following the end of the 30-day period, but not to exceed sixty (60) days, to cure the material modification, provided that the District is at all times actively and diligently pursuing the cure, failing which, the District will be in default under this Agreement. In the event the District fails to complete the cure or take any action to cure the material modification, the City may impose any sanctions allowed by the Municipal Code or statute. Nothing herein is intended to modify or prevent the use of the provisions of Section 32-1-207(3)(b), C.R.S.

Q. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:

Vista Meadows Metropolitan District  
c/o Law Office of Michael E. Davis, LLC  
1151 Eagle Drive, Suite 366  
Loveland, CO 80537  
Attn: Michael E. Davis, *Esq.*  
Phone: (720) 324-3130  
Email: [Michael@MDavisLawOffice.com](mailto:Michael@MDavisLawOffice.com)

To the City:

City of Fort Lupton  
130 South McKinley  
Fort Lupton, CO 80621  
Attn: Chris Cross  
Phone: (720) 466-6103  
Fax: (303) 857-0351  
Email: [CCross@Fortluptonco.gov](mailto:CCross@Fortluptonco.gov)

With a Copy to:

White Bear Ankele Tanaka & Waldron, P.C.  
2154 East Commons Avenue, Suite 2000  
Centennial, CO 80122  
Attention: Jennifer Gruber Tanaka, *Esq.*  
Phone: (303) 858-1800  
Fax: (303) 858-1801  
Email: [jtanaka@wbapc.com](mailto:jtanaka@wbapc.com)

All notices, demands, requests or other communications shall be effective upon such personal delivery, one (1) business day after being deposited with a nationally recognized overnight air courier service, or three (3) business days after deposit in the United States First Class Mail. Each Party may change its address by giving notice to the other party in accordance with the provisions hereof.

R. Amendment. This Agreement may be amended or terminated in whole or in part by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

S. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void.

T. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

U. Governing Law and Venue. This Agreement shall be governed and construed under the laws of Weld County and the State of Colorado.

V. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

W. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

X. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

Y. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

Z. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –  
SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this agreement effective as of the date set forth above.

VISTA MEADOWS METROPOLITAN  
DISTRICT

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

CITY OF FORT LUPTON, COLORADO

By: \_\_\_\_\_  
Mayor

Attest:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

Colorado Community Media  
750 W. Hampden Ave. Suite 225  
Englewood, CO 80110

Vista Meadows MD (Davis) \*\*  
c/o Law Office of Michael E. Davis, LLC  
5910 S. University Blvd, C-18, #203  
Greenwood Village CO 80121

## AFFIDAVIT OF PUBLICATION

State of Colorado }  
County of Weld } ss

This Affidavit of Publication for the Fort Lupton Press, a weekly newspaper, printed and published for the County of Weld, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made 7/7/2022, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.

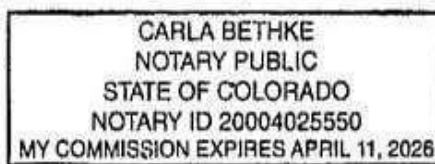


For the Fort Lupton Press

State of Colorado }  
County of Arapahoe } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Linda Shapley, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 7/7/2022. Linda Shapley has verified to me that she has adopted an electronic signature to function as her signature on this document.

20004025550-639661  
Carla Bethke  
Notary Public  
My commission ends April 11, 2026



### Public Notice

#### NOTICE OF PUBLIC HEARING REGARDING THE ORGANIZATION OF A SPECIAL DISTRICT

IN RE THE PROPOSED VISTA MEADOWS  
METROPOLITAN DISTRICT, CITY OF FORT  
LUPTON, COUNTY OF WELD, STATE OF  
COLORADO

**PUBLIC NOTICE IS HEREBY GIVEN** that, pursuant to § 32-1-204(1), C.R.S., a service plan (the "Service Plan") for the proposed Vista Meadows Metropolitan District (the "District") has been filed with the City of Fort Lupton, Colorado (the "City"). The Service Plan is available for public inspection in the office of the City Clerk.

**NOTICE IS HEREBY FURTHER GIVEN** that the Fort Lupton City Council (the "City Council") will hold a public hearing at **6:00 p.m. or soon thereafter, on Tuesday, August 2, 2022** at the City Hall located at 130 South McKinley Avenue to review the proposed Service Plan, and to form a basis for a resolution approving, disapproving or conditionally approving such Service Plan. This meeting will be conducted both remotely and in-person. Members of the public are invited to attend and may join in person or remotely by registering at:

<https://global.gotomeeting.com/join/851983253>.  
The City Council may, in its own discretion, continue the hearing to a subsequent meeting.

The District is located entirely within the City limits of Fort Lupton, and includes property generally described as a parcel containing approximately 153 acres located at the southeast corner of Weld County Road 12 and Weld County Road 29.

The District is proposed to be organized as a metropolitan district to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, and limited operations and maintenance of the public improvements needed for the Vista Meadows development and will have the authority to impose mill levies for repayment of debt and for limited administrative, operation and maintenance purposes. For debt service, the maximum mill levy that may be imposed by the District upon taxable property within the District's boundaries shall not exceed 55.277 mills; however, this maximum shall not apply when the total amount of debt is equal to or less than fifty percent (50%) of a District's assessed valuation if end users (as defined in the Service Plan) cast the majority of votes taken by the Board of Directors to impose a higher mill levy for the payment of debt. The maximum operation and maintenance mill levy that may be imposed by the District upon taxable property within the District's boundaries shall not exceed 55.277 mills provided, however, that the combined mill levy for both debt service and operations and maintenance shall not exceed 70.000 mills. If the method of calculating assessed valuation is changed by law, the maximum mill levies may be increased or decreased to reflect such changes.

**NOTICE IS HEREBY FURTHER GIVEN** that any protests or objections to the proposed Service Plan must be submitted in writing to the City Council at or prior to the hearing, or any continuance or postponement thereof, in order to be considered. All protests and objections to the Service Plan shall be deemed waived unless presented in writing at the time and manner specified above. Any person owning property in the proposed District may request that such property be excluded from the District prior to approval of the Service Plan and shall submit such request, in writing, to the City Manager no later than ten days prior to the public hearing.

BY ORDER OF THE CITY COUNCIL OF THE  
CITY OF FORT LUPTON.

Legal Notice No. FLP653  
First Publication: July 7, 2022  
Last Publication: July 7, 2022  
Publish in: Fort Lupton Press

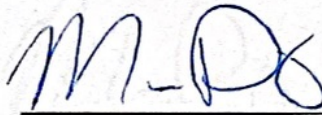


**CERTIFICATE OF MAILING**

I hereby certify that a true and correct copy of the following NOTICE OF PUBLIC HEARING for the Vista Meadows Metropolitan District was mailed on Tuesday, July 05, 2022, by placing same in envelopes with U.S. Mail, first-class postage prepaid and addressed as set forth below:

SEE EXHIBIT A

Dated July 5, 2022.



By: Marisa Davis

STATE OF COLORADO           )  
                                          ) ss.  
COUNTY OF Douglas       )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of July, 2022, by Marisa Davis as an individual.

WITNESS my hand and official seal.

My commission expires: May 16, 2026

(SEAL)

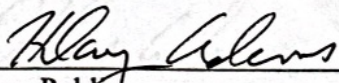
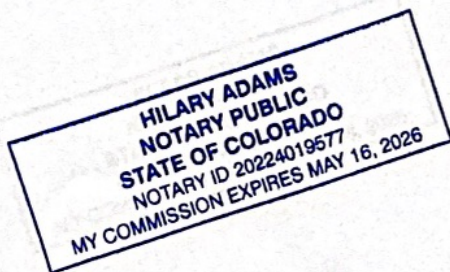
  
\_\_\_\_\_  
Notary Public

Exhibit A

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**NOTICE OF PUBLIC HEARING REGARDING THE  
ORGANIZATION OF A SPECIAL DISTRICT**

---

IN RE THE PROPOSED VISTA MEADOWS METROPOLITAN DISTRICT, CITY OF  
FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO

---

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<https://global.gotomeeting.com/join/851983253>. The City Council may, in its own discretion, continue the hearing to a subsequent meeting.

The District is located entirely within the City limits of Fort Lupton, and includes property generally described as a parcel containing approximately 153 acres located at the southeast corner of Weld County Road 12 and Weld County Road 29.

The District is proposed to be organized as a metropolitan district to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, and limited operations and maintenance of the public improvements needed for the Vista Meadows development and will have the authority to impose mill levies for repayment of debt and for limited administrative, operation and maintenance purposes. For debt service, the maximum mill levy that may be imposed by the District upon taxable property within the District’s boundaries shall not exceed 55.277 mills; however, this maximum shall not apply when the total amount of debt is equal to or less than fifty percent (50%) of a District’s assessed valuation if end users (as defined in the Service Plan) cast the majority of votes taken by the Board of Directors to impose a higher mill levy for the payment of debt. The maximum operation and maintenance mill levy that may be imposed by the District upon taxable property within the District’s boundaries shall not exceed 55.277 mills provided, however, that the combined mill levy for both debt service and operations and maintenance shall not exceed 70.000 mills. If the method of calculating

assessed valuation is changed by law, the maximum mill levies may be increased or decreased to reflect such changes.

**NOTICE IS HEREBY FURTHER GIVEN** that any protests or objections to the proposed Service Plan must be submitted in writing to the City Council at or prior to the hearing, or any continuance or postponement thereof, in order to be considered. All protests and objections to the Service Plan shall be deemed waived unless presented in writing at the time and manner specified above. Any person owning property in the proposed District may request that such property be excluded from the District prior to approval of the Service Plan and shall submit such request, in writing, to the City Manager no later than ten days prior to the public hearing.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON.

John And Cynthia Fitzsimmons  
4447 Rio Grande Pl  
Broomfield, CO 80023-9441

FORT LUPTON 110  
8791 Circle Dr  
Westminster, CO 80031-3675

Town of Brighton  
500 S 4th Avenue  
Brighton, CO 80601

Central Colorado Water  
3209 West 28th Street  
Greeley, CO 80634

Central Weld County Water District  
2235 Second Avenue  
Greeley, CO 80631

Cottonwood Greens Metropolitan  
District No. 1  
390 Union Boulevard, Suite 400  
Denver, CO 80228

Cottonwood Greens  
Metropolitan District No. 2  
c/o Law Office of Michael E. Davis, LLC  
5910 S. University Blvd., Ste. C-18, #203  
Greenwood Village, CO 80121

Cottonwood Greens  
Metropolitan District No. 5  
c/o Law Office of Michael E. Davis, LLC  
5910 S. University Blvd., Ste. C-18, #203  
Greenwood Village, CO 80121

City of Fort Lupton  
130 South McKinley Avenue  
Fort Lupton, CO 80621

Fort Lupton Fire Protection District  
1121 Denver Avenue  
Fort Lupton, CO 80621

Greater Brighton Fire  
500 S 4th Avenue, Suite 300  
Brighton, CO 80601

Hudson Fire Protection District  
PO Box 7  
Hudson, CO 80642

Lupton Village Commercial  
Metropolitan District  
c/o Law Office of Michael E. Davis, LLC  
5910 S. University Blvd., Ste. C-18, #203  
Greenwood Village, CO 80121

Lupton Village Residential  
Metropolitan District  
c/o Law Office of Michael E. Davis, LLC  
5910 S. University Blvd., Ste. C-18, #203  
Greenwood Village, CO 80121

Mountain Sky Metropolitan District  
c/o Norton & Smith, P.C.  
1331 17th Street, Suite 500  
Denver, CO 80202-1555

Murata Farms Commercial  
Metropolitan District  
c/o Law Office of Michael E. Davis, LLC  
5910 S. University Blvd., Ste. C-18, #203  
Greenwood Village, CO 80121

Murata Farms Residential  
Metropolitan District  
c/o Law Office of Michael E. Davis, LLC  
5910 S. University Blvd., Ste. C-18, #203  
Greenwood Village, CO 80121

North Land Industrial  
Metropolitan District Nos. 1-2  
c/o White Bear Ankele Tanaka & Waldron, P.C.  
2154 E. Commons Ave., Suite 2000  
Centennial, CO 80122

Northern Colorado Water District  
220 Water Avenue  
Berthoud, CO 80513

Platte River Metropolitan District  
c/o Law Office of Michael E. Davis, LLC  
5910 S. University Blvd., Ste. C-18, #203  
Greenwood Village, CO 80121

Real Weld Metropolitan District  
c/o Law Office of Michael E. Davis, LLC  
5910 S. University Blvd., Ste. C-18, #203  
Greenwood Village, CO 80121

Vincent Village Metropolitan District  
c/o Collins Cockrel & Cole, P.C.  
390 Union Boulevard, Suite 400  
Denver, CO 80228

Weld County  
Board of County Commissioners  
1150 O Street  
Greeley, CO 80631

**RESOLUTION NO. 2022R\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO APPROVING THE SERVICE PLAN FOR THE VISTA MEADOWS METROPOLITAN DISTRICT AND APPROVING THE INTERGOVERNMENTAL AGREEMENT**

**WHEREAS**, pursuant to §32-1-204.5, C.R.S., as amended, a Service Plan (the “**Service Plan**”) for the Vista Meadows Metropolitan District (the “**District**”) has been submitted to the City Council (the “**Council**”) of the City of Fort Lupton, Colorado (the “**City**”); and

**WHEREAS**, §32-1-204.5, C.R.S., as amended, provides that no special district shall be organized within the boundaries of the City except upon adoption of a resolution of the Council approving the Service Plan of the District; and

**WHEREAS**, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, the Council held a public hearing on the Service Plan for the District on August 2, 2022; and

**WHEREAS**, notice of the hearing before the Council was duly published in the *Fort Lupton Press*, a newspaper of general circulation within the City, on July 7, 2022, as required by law, and forwarded to the petitioners, others entitled to postcard or letter notice, the Division of Local Government, and the governing body of each municipality and Title 32 district that has levied an *ad valorem* tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

**WHEREAS**, the Council has considered the Service Plan and all other testimony and evidence presented at the hearing; and

**WHEREAS**, the Council finds that the Service Plan should be approved unconditionally, as permitted by §§32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended; and

**WHEREAS**, the Council further finds that it is in the best interests of the citizens of the City to enter into an Intergovernmental Agreement (the “**IGA**”) with the District for the purpose of assigning the relative rights and responsibilities between the City and the District with respect to certain functions, operations, and obligations of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO:**

- I. The City Council has jurisdiction to hear this matter.
- II. The Council hereby determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, related to the filing of the Service Plan for the District have been fulfilled and that notice of the hearing was given in the time and manner required by law.
- III. The Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the

opportunity to be heard and that evidence satisfactory to the Council of each of the following was presented with respect to the District:

- A. There is sufficient existing and projected need for organized service in the area to be serviced by the proposed District.
  - B. The existing service in the area to be served by the proposed District is inadequate for present and projected needs.
  - C. The proposed District is capable of providing economical and sufficient service to the areas within its proposed boundaries.
  - D. The area to be included in the proposed District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.
  - E. Adequate service is not, or will not be, available to the area through the City or other existing quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.
  - F. The facility and service standards of the proposed District are compatible with the facility and service standards of the City and each municipality which is an interested party under §32-1-204, C.R.S.
  - G. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.
  - H. The proposal is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area;
  - I. The creation of the proposed District will be in the best interests of the area proposed to be served; and
  - J. The Service Plan, based upon the statements set forth in the Service Plan and upon all evidence presented at the Public Hearing on the Service Plan, meets all conditions and requirements of §§32-1-201, *et seq.*, C.R.S.
- IV. The Council hereby approves the Service Plan for the District as submitted. Nothing herein limits the City's powers with respect to the District, the property within the District, or the improvements to be constructed by the District. The City's findings are based solely upon the evidence in the Service Plan and such other evidence presented at the public hearing, and the City has not conducted any independent investigation of the evidence. The City makes no guarantee as to the financial viability of the District or the achievability of the results.
- V. The Council hereby approves the IGA. The Mayor and the City Clerk are hereby authorized to execute, on behalf of the City, the IGA in substantially the form presented at this

meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

- VI. This Resolution shall be filed in the records of the City and a copy thereof submitted to the District.
- VII. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

**APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO THIS 2ND DAY OF AUGUST 2022.**

**CITY OF FORT LUPTON,**

By: \_\_\_\_\_  
Zo Stieber, Mayor

ATTEST:

By: \_\_\_\_\_  
Mari Peña, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
J. Andrew Ausmus, City Attorney





**SUBJECT FOR DISCUSSION**

A Resolution Approving the Inclusion of Certain Property, Known as 13400 County Road 10, Fort Lupton, Colorado, into the Boundaries of the Lupton Village Commercial Metropolitan District

**SUMMARY STATEMENT/BACKGROUND DISCUSSION**

The City Council (the "Council") approved the service plan (the "Service Plan") for Lupton Village Commercial Metropolitan District (the "District") on February 4, 2020, by way of Resolution No. 2020R023.

The attached Exhibits C-1 and C-2 in the Service Plan describe the District's "Inclusion Area Boundaries," which represent the property that the District may include within its boundaries without separate approval or action of the Council. Section V.A.5 of the Service Plan provides that the District shall not include within its boundaries any property outside the Inclusion Area Boundaries without the prior written consent of the City. The District anticipates that the owner(s) of the property described in Exhibit A, attached hereto and made a part hereof (the "Property"), will petition the District for inclusion of the Property into the District subject to the City's approval of such inclusion. The Board of the Directors of the District (the "Board") has requested the City's consent to include the Property so that the Board may commence with a public hearing on the inclusion of the Property into the District pursuant to § 32-1-401(1), C.R.S. No other changes to the Service Plan are proposed or requested at this time.

**FINANCIAL CONSIDERATIONS**

N/A

**LEGAL/POLITICAL CONSIDERATIONS**

**ALTERNATIVES/OPTIONS**

**STAFF RECOMMENDATIONS**

Staff seeks recommendation.

**Attachments:**

- a. Proposed Resolution
- b. Request for Inclusion Letter Dated May 18, 2022

**Certification of Council Approval:**

Ordinance No. \_\_\_\_\_

Resolution No. \_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date





### **SUBJECT FOR DISCUSSION**

A Resolution Approving a Final Plat, Known as The Flats at Lupton Village PUD Final Plat for the City Council's Consideration. The Proposed Final Plat is for a Mixed-Use Subdivision That Will Include 120 Single-Family Attached Residential Lots and 1 General Commercial Lot. The Subdivision Includes Greenspace Amenity Areas and Connects to the Regional Trail Network. The Property That is the Subject of the Final Plat is Located at the Northeast Corner of S Denver Avenue and County Road 12.

### **SUMMARY STATEMENT/BACKGROUND DISCUSSION**

The applicant, Baessler Development Group, has applied for approval of a Final Plat, known as The Flats at Lupton Village PUD Final Plat for the City Council's consideration. The proposed Final Plat is for a mixed-use subdivision that will include 120 single-family attached residential lots and 1 general commercial lot. The subdivision includes greenspace amenity areas and connects to the regional trail network. The Property that is the subject of the Final Plat is located at the northeast corner of S Denver Avenue and County Road 12 (the Property).

The applicant submitted a concurrent rezoning request to PUD Planned Unit Development for this property that was reviewed by City Council at a separate public hearing. A Preliminary Plat and PUD Plan was also submitted for concurrent review.

### **FINANCIAL CONSIDERATIONS**

The Applicant has paid all applicable land use application fees and is covering ongoing review expenses.

### **LEGAL/POLITICAL CONSIDERATIONS**

This PUD final plat is being reviewed under the final plat provisions of the code in the Subdivision Regulations. Section 17-23 states that a final plat is to be reviewed by City Council, and does not require Planning Commission review. The Code requires that a subdivision improvements agreement be submitted by the applicant for review by the City Attorney and City Council. A subdivision improvements agreement has been addressed in the conditions of approval included on the proposed resolution.

This is the final step in the major subdivision process. The first step is approval of a PUD sketch plat (reviewed and approved on December 21, 2021), and the second step is approval of the PUD preliminary plat applied for concurrently with this request, as permitted under the Fort Lupton Municipal Code.

Notifications are not required for a final plat; however, referral agencies were provided with the submittal documents for review. All referral comments received are enclosed with this Action Memorandum.

### **ALTERNATIVES/OPTIONS**

The City Council has the following three options for each request:

- a) Approve the proposed resolution.
- b) Approve the proposed resolution with conditions.
- c) Continue the hearing for additional information or further study.
- d) Deny the proposed resolution.

#### **Certification of Council Approval:**

Ordinance No. \_\_\_\_\_

Resolution No. \_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

### **STAFF RECOMMENDATIONS**

Staff recommends conditional approval of The Flats at Lupton Village PUD Final Plat.

- Attachments:**
- a. Proposed Resolution
  - b. Staff Report
  - c. Final Plat

Additional documents can be found at [www.fortluptonco.gov/DocumentCenter/Index/663](http://www.fortluptonco.gov/DocumentCenter/Index/663)

**RESOLUTION NO. 2022Rxxx**

**A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE FINAL PLAT OF THE FLATS AT LUPTON VILLAGE PUD FOR A MIXED-USE SUBDIVISION LOCATED IN PART OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6<sup>TH</sup> P.M., COUNTY OF WELD, STATE OF COLORADO.**

**WHEREAS**, Baessler Development Group (“Applicant”) has applied for approval of the Final Plat of the Flats at Lupton Village PUD for a mixed-use subdivision with 120 single-family attached residential lots with 1 general commercial lot; and

**WHEREAS**, the Fort Lupton City Council held a public hearing on July 5, 2022, for the purpose of reviewing The Flats at Lupton Village PUD Final Plat; and

**WHEREAS**, after review of the application for a Final Plat, and consideration of staff comments, Applicant’s presentation, and any public input, the City Council finds that the Final Plat is in conformance with the Colorado Revised Statutes, City codes and policies, and Comprehensive Plan adopted by the City; and

**NOW THEREFORE BE IT RESOLVED** that the Fort Lupton City Council reviewed the plans and supporting documentation, all referral comments and any citizen input in response to this application. Based upon review of the applicable policies and goals in the Fort Lupton Comprehensive Plan, review of the Subdivision and Zoning Regulations, an analysis of referral comments and facts presented on this date, the City Council hereby recommends approval of The Flats at Lupton Village PUD Final Plat located in Part of the Southwest Quarter of Section 5, Township 1 North, Range 66 West of the 6th P.M., City of Fort Lupton, County of Weld, State of Colorado with the following conditions:

- I. Prior to recording the Final Plat:
  - a. The title of the Final Plat shall be updated to include the Project No. LUP2022-0006 and Plan No. FPL2022-0001.
  - b. Any redlines provided by City staff shall be made to the Final Plat maps.
  - c. The Applicant shall work with City staff to finalize the street names within the development.
  - d. Applicant shall submit cash-in-lieu or transfer appropriate water shares.

- e. The Applicant shall provide written evidence that the comments from Public Service Company of Colorado dba Xcel Energy have been adequately addressed.
- f. The Applicant shall provide written acknowledgement of the comments from the Fort Lupton Fire Protection District.
- g. The Applicant shall provide written evidence that the comments from United Power have been adequately addressed.
- h. The Applicant shall provide written evidence that the comments from the Public Works Director have been adequately addressed.
- i. The applicant shall finalize a subdivision improvements agreement for review by City staff and approval by City Council.
- j. The internal road will be a private street maintained by the Homeowners Association or Metro District unless specifically accepted as right-of-way by City Council. The Plat should be modified as appropriate.
- k. Applicant shall provide evidence that the Metro District will be maintaining private roads, landscape and park amenities.

2. Prior to building permits:

- a. One set of mylars of the Final Plat shall be submitted for recording with the Weld County Clerk & Recorder. One set of mylars of the Preliminary Plat shall also be submitted.

**APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO THIS 2<sup>nd</sup> DAY OF AUGUST, 2022.**

City of Fort Lupton, Colorado

\_\_\_\_\_  
Zo Stieber-Hubbard, Mayor

Attest:

\_\_\_\_\_

Maricela Peña, City Clerk

Approved as to form:

---

Andy Ausmus, City Attorney



## THE FLATS AT LUPTON VILLAGE PUD FINAL PLAT & PUD PLAN STAFF REPORT LUP2022-0006 & PLAN NO. FPL2022-0001

### PROJECT DESCRIPTION

Project No.: LUP2022-0006 / Plan No.: FPL2022-0001

Project Name: The Flats at Lupton Village PUD Final Plat & PUD Plan

Owner's Name: Fort Lupton Commercial General Partnership

Representative: Mitchell Nelson with Baessler Development Group ("Applicant")

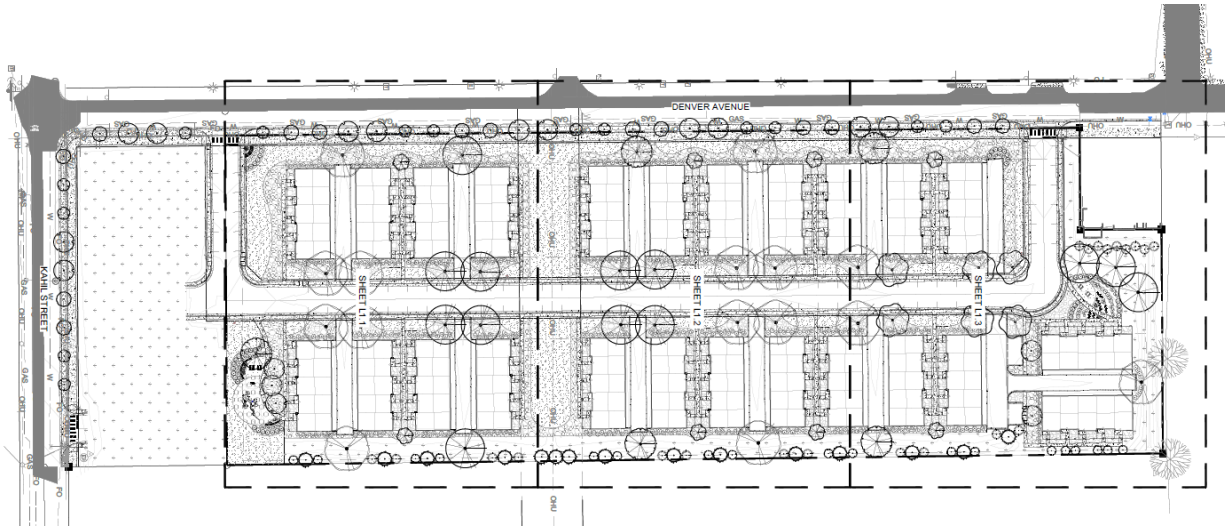
#### Location of Request:

The site is located at the northeast corner of S Denver Avenue and County Road 12 (the Property). The Property is located in Part of the Southwest Quarter of Section 5, Township 1 North, Range 66 West of the 6<sup>th</sup> P.M., City of Fort Lupton, County of Weld, State of Colorado.



#### Nature of Request:

The Applicant has submitted a request for a final plat for a mixed-use subdivision that will include 120 single-family attached residential lots and 1 general commercial lot. The subdivision includes greenspace amenity areas and connects to the regional trail network. A final PUD plan has also been submitted and is being reviewed with this application. Rezoning to the PUD zone district and a Preliminary Plat have also been requested.



Site Size: 13.315 acres, more or less.

Zone District: 'PUD' Planned Unit Development (if the proposed concurrent request for a change of zone from the C-1 General Commercial and R-O Residential and Office Zone Districts is approved by Planning Commission and City Council).

Proposed Use: A mixed use subdivision to include commercial and single-family attached residential lots with associated landscaping, infrastructure, and drainage.

Existing Use: Vacant/Agricultural

Hearing Dates: Planning Commission – June 23, 2022 at 6:00 PM; and  
City Council – July 5, 2022 at 6:00 PM.  
City Council (Continued) – August 2, 2022 at 6:00 PM

Hearing Location: Fort Lupton City Hall – Council Chambers, 130 S. McKinley Ave., Fort Lupton, Colorado.

Staff Recommendation: Approval with conditions, as shown on the proposed resolution.

## **SUMMARY OF PREVIOUS APPLICATIONS**

A Sketch Plat and Sketch PUD Plan was reviewed and approved by City Council on December 21, 2021.

## **APPLICATION PROCESS**

The Applicant is requesting approval of a final plat for the Flats at Lupton Village PUD. Pursuant to Section 16-45(c)(3) of the Fort Lupton Municipal Code (FLMC), except as specifically provided in said Section, PUD plan applications shall be processed in the same manner as set forth in this Code for major subdivisions, including all preapplication conferences, sketch PUD plan, preliminary PUD plan and final PUD plan applications, public hearings and recording with the County Clerk and Recorder.

Section 17-23 states that a final plat is to be reviewed by City Council at a public meeting. A final plat does not require Planning Commission review. The Code requires that a subdivision improvements agreement be submitted by the applicant for review by the City Attorney and City Council. A subdivision improvements agreement has been addressed in the conditions of approval included on the proposed resolution.

This is the final step in the major subdivision process. The first step is approval of a sketch PUD plat (reviewed and approved on December 21, 2021), and the second step is approval of the preliminary PUD plat (reviewed concurrently).

## NOTIFICATION REQUIREMENTS

Notifications are not required for a final plat, however referral agencies were provided with the submittal documents for review. All referral comments received are enclosed with this Action Memorandum.

## CONFORMANCE WITH CITY STANDARDS, REGULATIONS AND POLICIES

### Section 16-45 – PUD Planned Unit Development District

- a) The Planned Unit Development (PUD) Provisions contained herein are intended to provide for the planning and development of substantial tracts of land, suitable in location and character for the uses proposed, as unified and integrated entities in accordance with detailed development plans.

***The proposed project is for a mixed-use subdivision which will include single family attached residential lots and a commercial lot. The composition of the subdivision is intended to create a cohesive feel between this property and the Lupton Village subdivision located east and across the rail road tracks. The PUD zoning allows for the commercial and residential to be planned together, and allows the developer to mimic the zoning parameters that are in place in the Lupton Village subdivision. Staff believes this plan meets the intent of Section 16-45(a).***

- b) Development within PUD Districts shall require specific approval of the Planning Commission and the City Council as amendments to the "Official Zoning Map" and approval of PUD plans which comply with the requirements and standards set forth in this Chapter and after the requirements of notice and hearing as set forth in this Chapter.

***A concurrent application for a change of zone has been submitted for Planning Commission and City Council approval. PUD plans have been submitted for review and approval.***

- c) PUD plan.

- (1) PUD permit requirements. All development within a PUD District must be in accordance with an approved PUD plan. No building or development permits shall be issued within a PUD District unless they are in conformance with an approved PUD plan for that District. Small wind energy systems are permitted uses in PUDs, provided that they meet the qualifications and criteria for a building permit set forth in [Section 18-9](#) of this Code and are approved as part of the PUD approval process.

***A PUD plan has been submitted for the proposed development, and is laid out in the Preliminary PUD Plat maps and related submittal documents included with this Planning Commission packet.***

- (2) PUD plan format and content, general. In accordance with this Section, PUD plans shall contain unique district regulations that apply to specific parcels of land within a PUD District, including permitted and special uses, lot sizes, bulk, density, general layout, architectural guidelines and location of and standards for public facilities and amenities, and any design standards that vary from the City of Fort Lupton Standards and Specifications for the Design and Construction of Public Improvements. Unless specifically modified by a PUD plan, all provisions of the City's Code and adopted standards and specifications shall apply within PUD Districts. PUD plans shall be in the same general format as required for subdivision plats.



***A PUD plan has been submitted for the proposed development, and is laid out in the Preliminary PUD Plat maps and related submittal documents included with this Planning Commission packet. Unless specifically modified by the PUD plan, the subdivision will adhere to all provisions of the City Code.***

- (3) PUD plan process, general. All PUD plan applications shall be submitted and processed simultaneously with the subdivision applications for the property. PUD plan and subdivision applications may also be processed concurrently with the proposed amendment to the Official Zoning Map, creating a PUD District. Except as specifically provided in this Section, PUD plan applications shall be processed in the same manner as set forth in this Code for major subdivisions, including all pre-application conferences, sketch PUD plan, preliminary PUD plan and final PUD plan applications, public hearings and recording with the County Clerk and Recorder.

***These requirements have been met. The City has a general land use application, which includes the submittal for a PUD plan and subdivision application. The change of zone application was also submitted concurrently with the PUD plan and subdivision documents.***

- (4) Maintenance of private facilities. The owner shall establish an organization for the ownership and maintenance of any approved private streets and/or common open space areas unless other adequate arrangements for the ownership and maintenance thereof are provided in a manner acceptable to the City.

***The applicant is working with the City to finalize the Subdivision Improvement Agreement. Private utilities will be maintained by a metro district.***

- (5) PUD size. Unless specifically waived by the City Council, the area included in a PUD plan must be at least ten (10) acres in size.

***This development is 13.315 acres in size, more or less.***

- (6) Approval. Approval of a final PUD plan by the City Council shall be by ordinance.

***This project will be presented before City Council for approval on June 20, 2022. The change of zone to the PUD Zone District will go separately before the City Council for approval by Ordinance.***

- d) Intent. PUD provisions are intended to further the following objectives:

- (1) To permit and encourage innovative design and high quality, master-planned urban developments on large parcels of land.
- (2) To permit greater flexibility in the application of zoning and development standards and greater freedom in providing a mix of land uses in the development of a balanced community.
- (3) To preserve critical environmental resources, provide above-average open space and recreational amenities, include exceptional design and provide greater efficiency in the layout and provision of roads, utilities and other infrastructure.
- (4) To provide flexibility in land planning and development, resulting in amenable relationships between buildings and ancillary uses, and permitting more intensive use of land where well-related open space and recreational facilities are integrated into overall design.
- (5) To encourage unity and diversity in land development, resulting in convenient and harmonious groupings of uses, structures and common facilities, varied type design and layout of housing and other buildings and appropriate relationships of open spaces to intended uses and structures.

(6) To encourage unified and planned development of a site, with or without customary subdivision into single lots, and without specific application of the district regulations as provided for individual lots, subject to the regulations set forth herein.

(7) To provide for and encourage the preservation and enhancement of desirable natural landscape and other features unique to a development site.

(8) To provide reasonable standards and criteria by which the specific proposals for a PUD can be evaluated.

(9) To provide a procedure which can relate the design and layout of unified residential, commercial or industrial developments to the particular site and demand for such development in a manner consistent with the preservation of property values within established residential areas.

***With respect to Section 16-45(d)(1)-(9) above, staff finds that the proposed PUD Plan and Preliminary and Final Plats substantively meet the intent of this subsection. The development of a mixed use subdivision under PUD zoning may provide more cohesion between the different land use types. The proposed PUD promotes unity and diversity in uses that would be otherwise difficult with straight zoning and provides greater cohesion between this development and the Lupton Village subdivision located to the east.***

***Deviations from the City Code are outlined on the PUD Plan.***

e) General location and planning requirements.

(1) Relation to major transportation system. PUD districts shall be located with respect to major streets and highways or other transportation facilities to be directly accessible without creating traffic on minor streets in residential areas outside such district.

***The subdivision will be accessed from South Denver Avenue. This subdivision will also include the addition of an internal road to access each of the residential lots and the commercial lot. City Council can choose to accept this internal road as public right-of-way.***

(2) Relation to public utilities and community facilities. PUD districts shall be located in relation to public utilities and community facilities and services, either existing or to be available by the time development reaches the stage where they will be required, so that such facilities can be provided at reasonable cost and with reasonable efficiency.

***Potable and non-potable water will be supplied by the City. Sanitary sewer will be supplied by the City. The developer is working with private utility providers for other utility requirements. Staff finds that the development meets this objective.***

(3) Relation to general pattern of urban development. PUD districts shall be planned and located in general compliance with the Comprehensive Plan and shall relate to the major elements of the urban pattern, including housing, commercial facilities and principal places of employment, by physical proximity of major streets so as to provide for the convenience and amenity of residents of the community and to reduce general traffic congestion by a close relationship between origins and destinations.

***The Future Land Use Map designates this parcel for Single-Family Detached Residential land uses, however the entire Lupton Village Area includes Single-Family Residential, Multi-Family, and General Commercial Land Uses. This application will contribute to the Lupton Village community as a whole, therefore it is staff's opinion that the proposal meets the intent of the Comprehensive Plan.***

- f) Physical character of the site. The site shall be suitable for the development proposed without hazards to structures, occupants or any property from probability of flooding on the site or on adjacent lands, from erosion or deposition of eroded material on adjacent lands, from subsidence of the soils or from other dangerous conditions. Soil, groundwater level, drainage and topography shall be appropriate to both the kind and pattern of use intended.

***The project is not located within a floodplain. The Applicant accounted for drainage as shown on the plat. A soils report was submitted with the application materials and is available for review.***

- g) Site planning; external relationships.

- (1) Vehicular access. Entrances and exits for vehicles shall be designed to encourage smooth traffic flow with minimum hazards to passing traffic or to traffic entering or leaving the development. Merging or turnout lanes may be required where anticipated traffic flows from or to the PUD indicate the need for such lanes. In no case shall streets within a PUD district connect to streets outside the district in such a way as to encourage use of any minor streets for through traffic.

***An interior road will be constructed to create access to each lot.***

***A traffic impact study was submitted with the application materials for review by the City Engineer, Fire District, and Planning staff. Staff finds that the layout proposed meets the intent of this subsection.***

- (2) Perimeter setback and screening. If topographical or other barriers do not provide adequate buffer between the PUD and adjacent uses, structures on the perimeter of the PUD shall be set back a distance equal to the minimum setback requirement of the adjoining district, or shall be permanently screened by fences, walls or plantings as required to sufficiently protect the privacy and amenity of adjacent uses, to protect the planned development from potentially adverse external influences such as a major street or highway and, as necessary, to make transition from adjoining district.

***The applicant has submitted a landscape plan and worked with staff to ensure adequate landscaping particularly on South Denver Avenue and as a buffer between the rail road tracks and the homes.***

***When the commercial lot is developed, a site plan application will be required, and onsite landscaping will be reviewed as part of that application.***

- h) Modifications of subdivision regulations.

- (1) The improvements required under the subdivision regulations, including streets, storm drainage, sanitary sewerage and potable water systems, shall be provided in each PUD.

***The Applicant is working with the City Engineer to finalize a subdivision improvements agreement prior to construction. This agreement will go before City Council for approval.***

***A final drainage report is provided in this packet.***

- (2) The requirements and standards for the construction of streets and utilities set forth in the City of Fort Lupton Standards and Specifications for the Design and Construction of Public Improvements shall be subject to modification where the plan and program for a PUD make adequate provision for vehicular and pedestrian access and circulation, recreation, utility and service needs of the tract when fully developed and occupied, and also provide such covenants, easements or other legal documents and provisions as will assure conformity

to and successful implementation of the plan. Such modifications shall be contained within the PUD plan, subject to approval by the City Council.

***The Applicant is working with the City Engineer to finalize these improvements prior to construction.***

## REFERRALS

Referrals were provided to the list below. Any comments received are enclosed with the Planning Commission packet.

|                                  |                     |                                      |
|----------------------------------|---------------------|--------------------------------------|
| Buildings/Grounds Manager        | Building Inspector  | City Attorney                        |
| Recreation Manager               | GIS Specialist      | Police Chief                         |
| Public Works Director            | Golf Course Manager | Fort Lupton Fire Protection District |
| CDOT                             | United Power        | Comcast                              |
| CenturyLink                      | Xcel Energy         | Weld County GIS                      |
| Weld County School District RE-8 | NCWCD               | Fulton Ditch Company                 |

## STAFF RECOMMENDATION

Staff recommendation conditional approval of the Flats at Lupton Village PUD Final Plat. Conditions are listed under the proposed Resolution included with the packet.

***Additional documents are available for review at: <https://www.fortluptonco.gov/DocumentCenter/Index/663>***



Final Plat of

# THE FLATS AT LUPTON VILLAGE SUBDIVISION

PROJECT No. LUP2021-0029 & PLAN No. SPL2021-0001

A Portion of the West Half of Section 5, Township 1 North, Range 66 West of the 6th P.M.,  
City of Fort Lupton, County of Weld, State of Colorado

PROPERTY DESCRIPTION (PER TITLE COMMITMENT No. FCC25171398-2)

THAT PART OF THE SW 1/4 OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SW CORNER OF SAID SW 1/4; THENCE N 00° 00' 00" E ON AN ASSUMED BEARING ALONG THE WEST LINE OF SAID SW 1/4 A DISTANCE OF 1275.75 FEET TO A POINT 1374.60 FEET SOUTH OF THE NW CORNER OF SAID SW 1/4 OF SECTION 5; THENCE N 90° 00' 00" E A DISTANCE OF 155.00 FEET; THENCE N 00° 00' 00" E PARALLEL WITH THE WEST LINE OF SAID SW 1/4 A DISTANCE OF 100.00 FEET; THENCE N 90° 00' 00" E A DISTANCE OF 275.20 FEET TO A POINT ON THE WESTERLY ROW LINE OF THE UNION PACIFIC RAILROAD; THENCE S 00° 12' 18" E ALONG SAID WESTERLY ROW LINE A DISTANCE OF 1377.02 FEET TO A POINT ON THE SOUTH LINE OF SAID SW 1/4; THENCE N 89° 50' 05" W ALONG SAID SOUTH LINE A DISTANCE OF 435.13 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE SOUTH 30 FEET AND THE WEST 30 FEET.

DEDICATION

Know all men by these presents, that we, Fort Lupton Commercial, GP, LLP and Baessler Development LLC, being the owners of the land described herein, have caused said land to be laid out and platted under the name of Final Plat of THE FLATS AT LUPTON VILLAGE SUBDIVISION and do hereby dedicate to the City of Fort Lupton and it's licensees for public use forever all streets, alleys and utility easements as indicated hereon, in compliance with the City of Fort Lupton Subdivision Regulations and by contractual agreement, the landowners shall bear all expenses involved in improvements.

\*IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Owner: Fort Lupton Commercial, General Partnership, L.L.P.  
By: Realty Funding Source, LLC, as Partnership Manager,  
by and through William J. Johannngmeier, on behalf of  
JMeier, Inc. Managing Member

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )ss

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

by Fort Lupton Commercial, General Partnership, L.L.P., by Realty Funding Source, LLC, as Partnership Manager, by and through William J. Johannngmeier, on behalf of JMeier, Inc. Managing Member

Witness my hand and official seal.

My commission expires \_\_\_\_\_

Notary Public

\*IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Owner: Baessler Development LLC  
By: Andrew J. Gerk As: Executuve Vice President

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )ss

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

by Baessler Development LLC, Andrew J. Gerk as Executive Vice President

Witness my hand and official seal.

My commission expires \_\_\_\_\_

Notary Public

OWNER'S APPROVAL

Know All Men By These Presents, that Fort Lupton Commercial, GP, LLP and Baessler Development LLC, being the owners of the land described herein, and \_\_\_\_\_ are all of the mortgagees and holders of liens upon the property, and each and all hereby consent to this Plat and join the conveyance and dedication of all streets, roads, alleys, easements, public ways and places shown hereon.

\*IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Owner: Fort Lupton Commercial, General Partnership, L.L.P.  
By: Realty Funding Source, LLC, as Partnership Manager,  
by and through William J. Johannngmeier, on behalf of  
JMeier, Inc. Managing Member

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )ss

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by Fort Lupton Commercial, General Partnership, L.L.P., by Realty Funding Source, LLC, as Partnership Manager, by and through William J. Johannngmeier, on behalf of JMeier, Inc. Managing Member

Witness my hand and official seal.

My commission expires \_\_\_\_\_

Notary Public

ary Public

\*IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Owner: Baessler Development LLC  
By: Andrew J. Gerk As: Executuve Vice President

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )ss

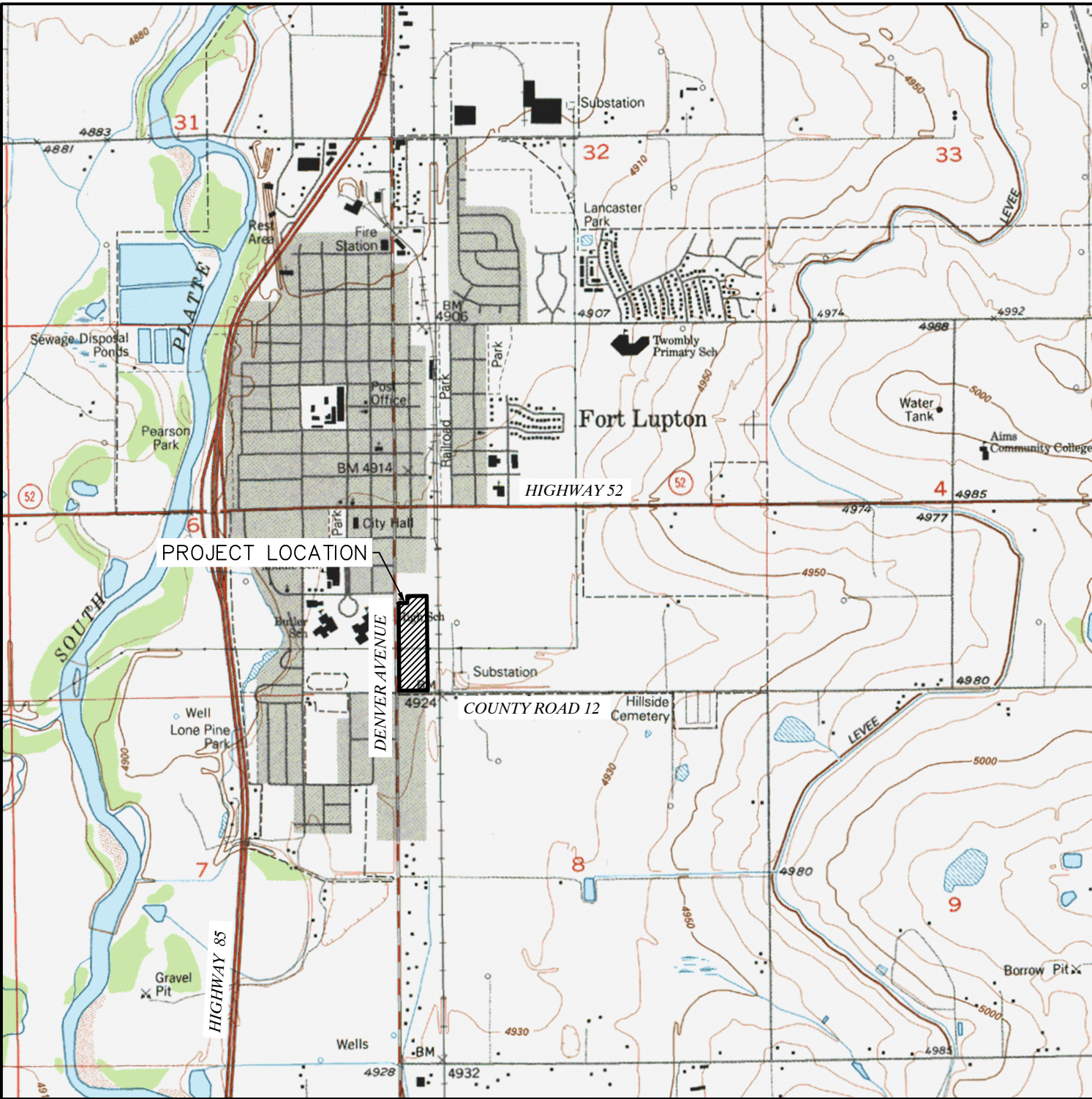
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

by Baessler Development LLC, Andrew J. Gerk as Executive Vice President

Witness my hand and official seal.

My commission expires \_\_\_\_\_

Notary Public



VICINITY MAP  
SCALE - 1"=2000'

MAYOR'S CERTIFICATE

This is to certify that a plat of the above-described property was approved by Resolution No. 2022-\_\_\_\_\_ of the City of Fort Lupton passed and adopted on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and that the Mayor of the City of Fort Lupton, as authorized by said resolution on behalf of the City of Fort Lupton, hereby acknowledges and adopts the said plat upon which this certificate is endorsed for all purposes indicated thereon.

Mayor \_\_\_\_\_

Attest:

City Clerk  
(Seal)

CITY ADMINISTRATOR'S APPROVAL

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City Administrator

CITY WATER AND SEWER DEPARTMENT APPROVAL

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Director of Public Works

CITY ENGINEER'S APPROVAL

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Accepted by:

City Engineer

DESCRIPTION (AS SURVEYED)

A parcel of land being that parcel of land described in Warranty Deed recorded August 13, 1974 at Reception No. 1642661 within the records of the Weld County Clerk and Recorder and being a portion of the West Half of the Southwest Quarter (W1/2SW1/4) of Section Five (5), Township One North (T.1N.), Range Sixty-six West (R.66W.) of the Sixth Principal Meridian (6th P.M.), City of Fort Lupton, County of Weld, State of Colorado, being more particularly described as follows;

BEGINNING at the Southwest corner of Section 5 and assuming the South line of the SW1/4 of said Section 5 as monumented by a #6 rebar at the West end and by a #6 rebar with an illegible 2.5" aluminum cap at the East end, as bearing North 89°40'24" East, being a grid bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983, a distance of 2631.31 feet, with all other bearings contained herein being relative thereto.

The lineal dimensions as contained herein are based upon the "U.S. Survey Foot."

THENCE North 00°30'45" West along the West line of the SW1/4 of Section 5 a distance of 1275.86 feet;  
THENCE North 89°38'25" East a distance of 155.05 feet  
THENCE North 00°18'46" West a distance of 99.99 feet;  
THENCE North 00°18'07" East a distance of 274.91 feet to the Westerly right-of-way line of the Union Pacific Railroad;  
THENCE South 00°42'16" East along said Westerly right-of-way line a distance of 1376.07 feet to the South line of the SW1/4 of said Section 5;  
THENCE South 89°40'24" West along said South line a distance of 434.91 feet to the Southwest corner of said Section 5 and to the POINT OF BEGINNING.

Less and Except the South and West Thirty (30) feet thereof.

Said parcel of land contains 12.15 Acres (529,309 sq.ft.), more or less, and is subject to any rights-of-way or other easements of record as now existing on said described parcel of land.

UTILITY MAINTENANCE STATEMENT

All public water, storm sewer and sanitary sewer mains and appurtenances located in public ROW shall be maintained by the City of Fort Lupton Public Works Department. All public water, storm sewer, sanitary sewer mains and appurtenances under private drives are located in utility easements. City is responsible for maintenance of these water, storm and sanitary sewer facilities. City is not responsible for repair or replacement of private drive, curb and gutter or landscaping damaged during utility repair or maintenance.

SURVEYOR'S CERTIFICATE

I, Jason S. Allee, a duly registered land surveyor in the State of Colorado, do hereby certify that this Final Plat of THE FLATS AT LUPTON VILLAGE SUBDIVISION was performed by me or under my direct supervision, and that this Plat has been prepared in compliance with all applicable laws of the State of Colorado at the time of this survey and within my control, and is accurate to the best of my knowledge, information and belief.

Sheet 1 of 2

Jason S. Allee-On behalf of Lat40°, Inc.  
Colorado Licensed Professional  
Land Surveyor No. 38479

SURVEYOR'S IMPROVEMENT CERTIFICATE

I hereby certify that, on the date shown, a field survey was conducted under my supervision of the above-described property, and that all building improvements, easements and rights-of-way in evidence or known to me are correctly shown on the above plat. I further certify that there are no encroachments by and/or on this property, unless otherwise noted.

Sheet 1 of 2

Jason S. Allee-On behalf of Lat40°, Inc.  
Colorado Licensed Professional  
Land Surveyor No. 38479

SURVEYOR'S NOTES

- Total Surveyed Area: 12.15 Acres (±529,309 sq.ft.).
- BASIS OF BEARINGS AND LINEAL UNIT DEFINITION:

Assuming the South line of the SW1/4 of said Section 5 as monumented by a #6 rebar at the West end and by a #6 rebar with an illegible 2.5" aluminum cap at the East end, as bearing North 89°40'24" East, being a grid bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983, a distance of 2631.31 feet, with all other bearings contained herein being relative thereto.

The lineal dimensions as contained herein are based upon the "U.S. Survey Foot."

3. Entire property is in Flood Zone X, areas of minimal flood hazard per FEMA Flood Map Number 08123C210E, effective on 01/20/2016. The referenced Federal Insurance Rate Map was not available for viewing. The FIRMette states the map is "Not Printed".

4. Current zoning is C-1 (General Commercial), per the City of Fort Lupton Interactive Zoning Map.

5. The 75' PSOD right-of-way easement is shown in the title commitment as being granted by an instrument recorded December 5, 1947 under Reception No. 1019613. the reception no. could not be found within the records of the Weld County Clerk and Recorder via the ICRIS self service document research system.

6. NOTICE: According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years after the date of the certificate shown hereon. (13-80-105 C.R.S.)

PROJECT CONTACTS:

DEVELOPER:  
Lupton Village Land Developers, LLC  
3780 W. 10th Street, Suite 200  
Greeley, CO 80634  
Ph: (970)702-2009  
Andrew J. Gerk

ENGINEER:  
LandOne Engineering LLC  
361 71st Avenue  
Greeley, CO 80634  
Ph: (970)443-2311  
Jeremy Goetsch, PE

SURVEYOR:  
Lat40°, Inc.  
6250 W. 10th Street, Unit 2  
Greeley, CO 80634  
Ph: (970)515-5294  
Jason Allee, PLS



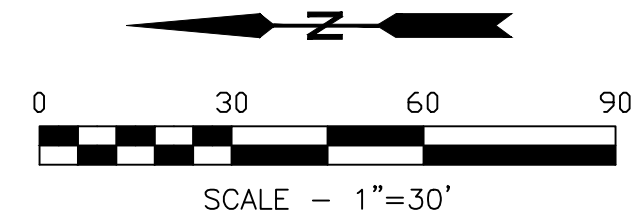
Lat40°, Inc.  
Professional Land Surveyors  
6250 W. 10th Street, Unit 2  
Greeley, CO 80634  
O: 970-515-5294

|                    |                          |                                                                                                   |                    |                    |                       |
|--------------------|--------------------------|---------------------------------------------------------------------------------------------------|--------------------|--------------------|-----------------------|
| DATE:<br>2/15/2022 | FILE NAME:<br>2021233SUB | DRAWN BY:<br>JP                                                                                   | CHECKED BY:<br>JSA | SCALE:<br>AS NOTED | PROJECT #:<br>2021233 |
| REVISIONS:         | DATE:                    | THE FLATS AT LUPTON VILLAGE<br>FOR<br>LANDONE ENGINEERING<br>361 71ST AVENUE<br>GREELEY, CO 80634 |                    |                    | 1<br>SHEET 1 OF 3     |
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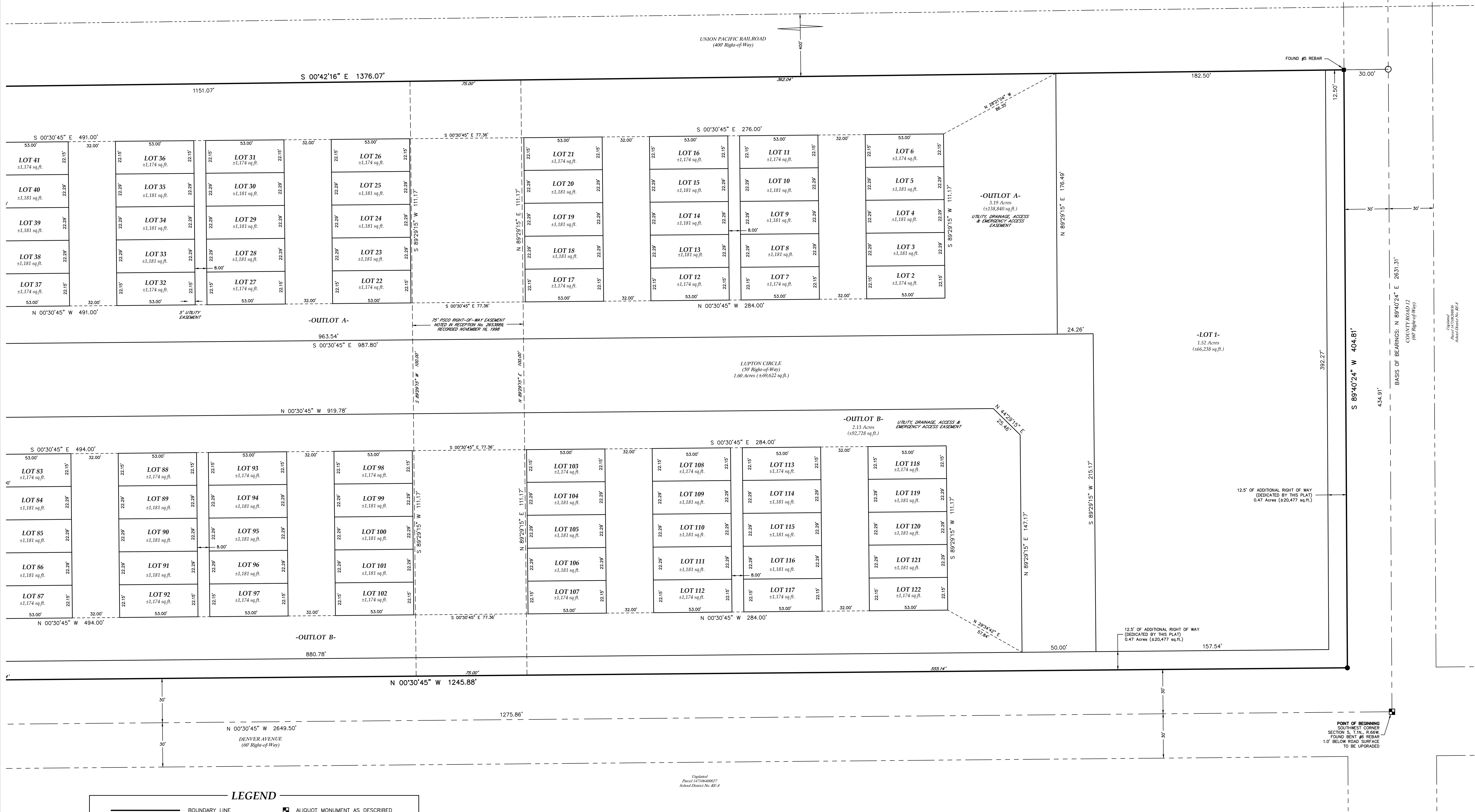


Final Plat of  
**THE FLATS AT LUPTON VILLAGE SUBDIVISION**

PROJECT No. LUP2022-\_\_\_\_\_ & PLAN No. FPL2022-\_\_\_\_\_  
A Portion of the West Half of Section 5, Township 1 North, Range 66 West of the 6th P.M.,  
City of Fort Lupton, County of Weld, State of Colorado



SOUTH QUARTER CORNER  
SECTION 5, T.1N., R.66W.  
FOUND #5 REBAR WITH 2.5"  
ILLEGIBLE ALUMINUM CAP  
1.0' BELOW ROAD SURFACE



Platting  
David J. Hines  
Survey District No. 82.5

**LEGEND**

- BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- SURVEY TIE
- SECTION LINE
- RIGHT-OF-WAY LINE
- ALIQUOT MONUMENT AS DESCRIBED
- BOUNDARY MONUMENT AS DESCRIBED
- SET 24" OF #4 REBAR WITH A PINK PLASTIC CAP STAMPED LAT40, LS 38479
- CALCULATED POSITION

Sheet 2 of 2

Jason S. Allee—On behalf of Lat40, Inc.  
Colorado Licensed Professional  
Land Surveyor No. 38479



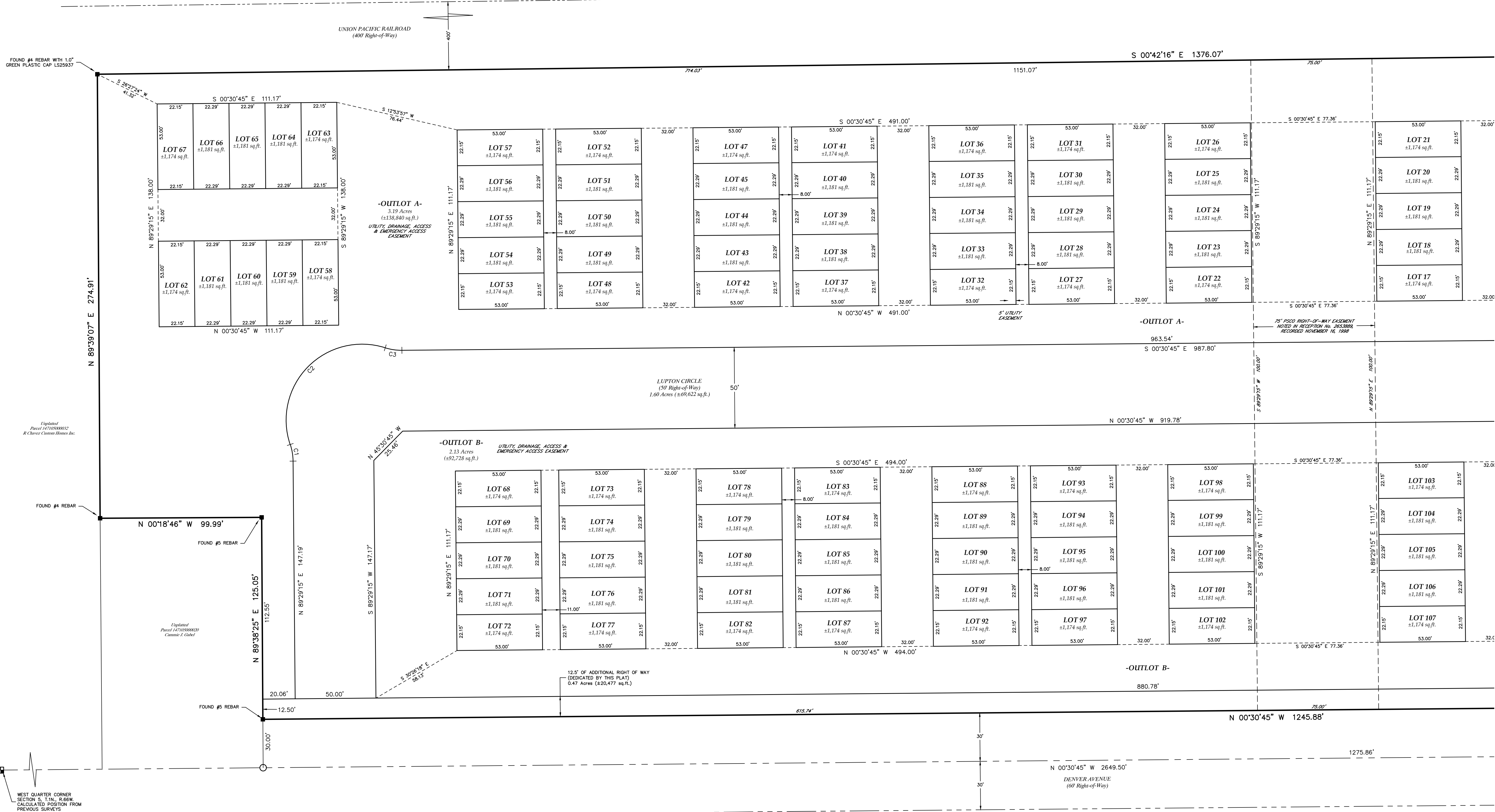
Lat40, Inc.  
Professional Land Surveyors  
6250 W. 10th Street, Unit 2  
Greeley, CO 80634  
O: 970-515-5294

|                    |                          |                                                                                                   |                    |                    |                          |
|--------------------|--------------------------|---------------------------------------------------------------------------------------------------|--------------------|--------------------|--------------------------|
| DATE:<br>2/15/2022 | FILE NAME:<br>2021233SUB | DRAWN BY:<br>JP                                                                                   | CHECKED BY:<br>JSA | SCALE:<br>AS NOTED | PROJECT #:<br>2021233    |
| REVISIONS:         | DATE:                    | THE FLATS AT LUPTON VILLAGE<br>FOR<br>LANDONE ENGINEERING<br>361 71ST AVENUE<br>GREELEY, CO 80634 |                    |                    | <b>2</b><br>SHEET 2 OF 3 |



Final Plat of  
**THE FLATS AT LUPTON VILLAGE SUBDIVISION**

PROJECT No. LUP2022-\_\_\_\_\_ & PLAN No. FPL2022-\_\_\_\_\_  
A Portion of the West Half of Section 5, Township 1 North, Range 66 West of the 6th P.M.,  
City of Fort Lupton, County of Weld, State of Colorado



**LEGEND**

- BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- SURVEY TIE
- SECTION LINE
- RIGHT-OF-WAY LINE
- ALIQUOT MONUMENT AS DESCRIBED
- BOUNDARY MONUMENT AS DESCRIBED
- SET 24" OF #4 REBAR WITH A PINK PLASTIC CAP STAMPED LAT40, LS 38479
- CALCULATED POSITION

Sheet 2 of 2

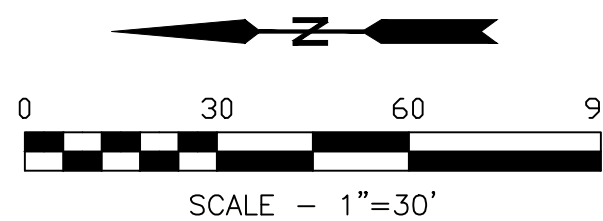
Jason S. Allee—On behalf of Lat40°, Inc.  
Colorado Licensed Professional  
Land Surveyor No. 38479

| CURVE | ARC LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|-------|------------|--------|-------------|---------------|--------------|
| C1    | 10.48'     | 33.00' | 18°11'42"   | N 80°23'24" E | 10.44'       |
| C2    | 103.68'    | 47.00' | 126°23'23"  | S 45°30'45" E | 83.90'       |
| C3    | 10.48'     | 33.00' | 18°11'42"   | S 08°35'05" W | 10.44'       |



Lat40°, Inc.  
Professional Land Surveyors  
6250 W. 10th Street, Unit 2  
Greeley, CO 80634  
O: 970-515-5294

|                    |                          |                                                                                                   |                    |                    |                          |
|--------------------|--------------------------|---------------------------------------------------------------------------------------------------|--------------------|--------------------|--------------------------|
| DATE:<br>2/15/2022 | FILE NAME:<br>2021233SUB | DRAWN BY:<br>JP                                                                                   | CHECKED BY:<br>JSA | SCALE:<br>AS NOTED | PROJECT #:<br>2021233    |
| REVISIONS:         | DATE:                    | THE FLATS AT LUPTON VILLAGE<br>FOR<br>LANDONE ENGINEERING<br>361 71ST AVENUE<br>GREELEY, CO 80634 |                    |                    | <b>3</b><br>SHEET 3 OF 3 |





**SUBJECT FOR DISCUSSION**

Approving a Resolution for the Acceptance of Subdivision Improvements Agreement with Lupton Village Land Developers, LLC, for the Flats at Lupton Village Subdivision.

**SUMMARY STATEMENT/BACKGROUND DISCUSSION**

This Subdivision Improvement Agreement was drafted for the Flats at Lupton Village Subdivision (LUP2022-0001) to be approved by City Council on August 2, 2022, which is located north of CR 12, on the east side of S Denver Avenue.

Improvements are for the construction of water, nonpotable water and sanitary sewer main extensions, roadway construction, landscape and storm drainage system improvements. Approximate cost of this agreement for construction is \$3,976,107.00.

**FINANCIAL CONSIDERATIONS**

None.

**LEGAL/POLITICAL CONSIDERATIONS**

None.

**ALTERNATIVES/OPTIONS**

- Approve Resolution
- Do not approve Resolution
- Approve revisions to SIA

**STAFF RECOMMENDATIONS**

Staff recommends approval of this Subdivision Improvement Agreement between the City of Fort Lupton and Lupton Village Land Developers, LLC, for the Flats at Lupton Village Subdivision.

**Attachments:**

- a. Resolution for approval
- b. Subdivision Improvement Agreement

**Certification of Council Approval:**

Ordinance No. \_\_\_\_\_

Resolution No. \_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date



**RESOLUTION NO. 2022Rxxx**

**A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE LUPTON VILLAGE LAND DEVELOPERS, LLC, FOR THE FLATS AT LUPTON VILLAGE SUBDIVISION, LOCATED IN FORT LUPTON, WELD COUNTY, COLORADO.**

**WHEREAS**, the City Council Resolution No. 2022R053 approved the Flats at Lupton Village Subdivision with conditions August 2, 2022; and

**WHEREAS**, Developer is required to construct certain public improvements as a condition of subdivision approval for the Development; and

**WHEREAS**, the City Council finds that the Subdivision Improvement Agreement is in conformance with the Fort Lupton Land Use Plan, zoning code and is consistent with the goals and policies therein; and

**NOW THEREFORE BE IT RESOLVED** that the Fort Lupton City Council reviewed the Subdivision Improvement Agreement with supporting documentation. Based upon review of the applicable policies and goals in the Fort Lupton Land Use Plan, review of the Zoning Regulations, and analysis of staff comments, the City hereby approves the Lupton Village Land Developers, LLC, for the Flats at Lupton Village Subdivision Improvement Agreement and authorizes the Mayor to sign.

**APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 2nd DAY OF AUGUST 2022.**

City of Fort Lupton, Colorado

\_\_\_\_\_  
Zo Stieber-Hubbard, Mayor

Attest:

\_\_\_\_\_  
Maricela Peña, CMC  
City Clerk

Approved as to form:

\_\_\_\_\_  
Andy Ausmus, City Attorney



## Public Works

130 S. McKinley Avenue  
Fort Lupton, CO 80621

Phone: 303.857.6694  
Fax: 303.857.0351

[www.fortluptonco.gov](http://www.fortluptonco.gov)

### **SUBDIVISION IMPROVEMENTS AGREEMENT FOR FLATS AT LUPTON VILLAGE SUBDIVISION**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between the **CITY OF FORT LUPTON**, a municipal corporation, in the County of Weld, State of Colorado, hereinafter referred to as the "City," and **Lupton Village Land Developers, LLC**, hereinafter referred to as "Developer", together referred to as the "Parties".

**WHEREAS**, the Developer submitted a Planned Unit Development Plat for the Subdivision entitled "Flats at Lupton Village Subdivision, PROJECT No. LUP2022-0006 & PLAN No. FPL2022-0001 (the "Development"), which Plat depicts the proposed project (the "Development") to be constructed by Developer on the property depicted on the PUD, which is the "Subject Property"; and

**WHEREAS** the PUD was approved by the City of Fort Lupton City Council on August 2, 2022 by Resolution No. 2022R53 with conditions; and

**WHEREAS**, Developer is required to construct certain public improvements (the "Improvements") as a condition of subdivision approval for the Development; and

**WHEREAS**, Section 17-23(c) of the City of Fort Lupton Municipal Code requires that a subdivision agreement for public improvements be executed by the Developer and the City and recorded in the office of the Weld County Clerk and Recorder; and

**WHEREAS**, Section 17-23(f)(7) of the City of Fort Lupton Municipal Code requires that the installation of the required public improvements be guaranteed in the form of letter of credit, security bond, cash, or other suitable means, which have been approved by the City Attorney.

**NOW, THEREFORE**, in consideration of the foregoing, the Parties promise, covenant and agree as follows:

#### **1.0 GENERAL CONDITIONS**

**1.1 Development Obligation.** Developer shall be responsible for performance of the covenants set forth herein. Unless as otherwise amended within this agreement, the Developer shall be responsible for performance of all requirements in this Agreement.

**1.2 Engineering and Surveying Services.** Developer agrees to furnish, at its expense, all necessary engineering and surveying services relating to the design layout and construction of the improvements (the "Improvements") depicted on **Exhibit "A"** and **Exhibit "B"** attached hereto and fully incorporated herein by this reference. Said engineering services shall

be performed by or under the supervision of a Registered Professional Engineer or Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado, and in accordance with applicable Colorado law, and shall conform to the City of Fort Lupton “*Design Standards For Public Improvements*” as of the date of submittal to the City.

**1.3 Construction Standards.** Developer shall construct all Improvements required by this Agreement, in accordance with plans and specifications approved in writing by the City, in conformance with all applicable codes and ordinances as adopted by the City, and in full conformity with the City of Fort Lupton “*Specifications for the Construction of Public Improvements*” applicable at the time of actual construction.

**1.4 Development Coordination.** Unless specifically provided in this Agreement to the contrary, all submittals to the City or approvals required of the City in connection with this Agreement shall be submitted to or rendered by the City Administrator, or his designee, who shall have general responsibility for coordinating development with Developer.

**1.5 Construction Acceptance and Warranty.** No later than ten (10) days after the Improvements are completed, Developer shall request and the City shall provide inspection by the City. If Developer does not request this inspection within ten (10) days of completion of the Improvements, the City may conduct the inspection without the approval of Developer. Developer shall provide "as-built" drawings no later than thirty (30) days after the Improvements are completed. If the Improvements completed by Developer are satisfactory, the City shall grant construction acceptance ("Construction Acceptance") within ten (10) days of the Developer's submission of "as-built" drawings, which shall be subject to final acceptance ("Final Acceptance") as set forth herein. If the Improvements completed by Developer are unsatisfactory, the City shall provide written notice to Developer of the repairs, replacements, construction or other work required to receive Construction Acceptance within ten (10) days from the date of City inspection. Developer shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, weather permitting. After Developer does complete the repairs, replacements, construction or other work required, Developer shall request a re-inspection of such work within ten (10) days to determine if Construction Acceptance can be granted. The City shall provide either Construction Acceptance or written notice of additional repairs, replacements, construction or other work required to receive Construction Acceptance within ten (10) days of the re-inspection date. The City shall issue no certificate of occupancy until the City has granted the Construction Acceptance.

**1.6 Final Acceptance.** At least thirty (30) days before two (2) year has elapsed from the issuance of Construction Acceptance, or as soon thereafter as weather permits, Developer shall request a Final Acceptance inspection. The City shall inspect the Improvements and shall notify the Developer in writing of all deficiencies and necessary repairs. After Developer has corrected all deficiencies and made all necessary repairs identified in said written notice, the City shall issue to Developer a letter of Final Acceptance.

**1.7 Testing and Inspection.**

(a) At all times during construction of the public improvements, the City shall have access to inspect materials and workmanship, and all materials and work not conforming to the approved plans and specifications shall be repaired or removed and replaced at Developer's expense so as to conform to the approved plans and specifications.

(b) The Developer will be responsible for oversight of the construction of the public improvements. The Developer shall solicit and retain a third-party engineer or inspector, solely at

## Subdivision Improvement Agreement – Flats at Lupton Village

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Developer's cost, to perform oversight, provided the engineer/inspector's qualifications are approved by the City prior to commencement of construction of the public improvements. The Developer will provide the resume of a Civil Engineer, or other qualified inspector(s), of the construction and installation of such improvements before construction may begin. The City Engineer or the City's designee shall determine the amount of oversight required, after consultation with the Developer.

(c) All testing required by the City's "*Standards and Specifications for the Design and Construction of Public Improvements*" shall be the responsibility of the Developer. All test reports shall be provided to the City Engineer.

(d) All work shown on the Improvements plans requires inspection by the City. Inspection services are provided Monday through Friday, except legal holidays, from 8:00 a.m. to 4:00 p.m. During the hours listed above and except as otherwise provided for in advance, inspections shall be scheduled a minimum of three (3) business days in advance.

**1.8 Indemnification and Release of Liability.** Developer agrees to defend, indemnify and hold harmless the City, its officers, employees, agents or servants, and to pay any and all judgments rendered against said persons on account of any suit, actions or claim caused by, arising from, or on account of acts or omissions by the Developer, its officers, employees, agents, consultants, contractors and subcontractors; provided, however, that Developer's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents or servants of the City. Said obligation of Developer shall be limited to suits, actions or claims based upon conduct prior to Final Acceptance by the City of the construction work. Developer acknowledges that the City's review and approval of plans for development of the Subject Property is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and no specific relationship with, or duty of care to, the Developer or third parties is assumed by such review approval.

**1.9 Insurance OSHA.** Developer shall furnish to the City upon request proof thereof that all employees and contractors engaged in the construction of Improvements are covered by adequate Worker's Compensation Insurance and Public Liability Insurance and shall require faithful compliance with all provisions of the Federal Occupational Safety and Health Act (OSHA).

(a). **OSHA Requirements.** Developer agrees that it alone bears the responsibility for providing a safe and healthy work environment and shall provide its employees with adequate orientation and training to safely perform the scope of work set forth in this contract. Developer's Contractor shall at all times comply with the safety and health regulations of the Occupational Safety and Health Act of 1970 (29 CFR 1926) including all amendments and modifications thereto. In the event there is a conflict between the safety and health provisions of federal, state or local regulations, the more stringent provision shall prevail. Developer acknowledges and agrees that with respect to the scope of work under this contract, Developer's Contractor shall comply with all obligations and assume all responsibilities for its actions as required by all OSHA rules and regulations. The Contractor shall adhere to all federal, state and local safety and health regulations, laws and ordinances and shall comply with all obligations and assume all responsibilities imposed upon the "controlling contractor" as such term is defined and construed under all OSHA rules and regulations.

## **2.0 CONSTRUCTION OF IMPROVEMENTS**

**2.1 Rights-of-Way, Easements and Permits.** Before the City may approve construction plans for any Improvements herein agreed upon, Developer shall acquire, at its own expense, all rights-of-way and easements depicted on the Plat, as required by the City for the construction of the Improvements. All such conveyances shall be free and clear of liens, taxes and encumbrances and shall be by deed, easement, license, agreement in form and substance acceptable to the City Administrator or the Administrator's designee. All title documents shall be recorded at the Developer's expense.

## **3.0 PUBLIC IMPROVEMENTS**

### **3.1 Public Improvements**

The Developer agrees to construct public improvements (the "Improvements"), within the Subdivision, depicted on **Exhibit "A"** attached hereto and fully incorporated herein by this reference. The Developer shall be responsible for providing the City with a Security Bond, Letter of Credit, or cash deposit with the City (the "Security") guaranteeing installation of the Improvements that are not completed prior to issuance of the first building permit. The amount shall be one hundred twenty-five percent (125%) of the applicable estimated cost of the required Improvements per approved Construction Drawings. The City may accept portions of the Improvements, reducing the Security for each portion completed and accepted by the City, to no less than twenty-five percent (25%) of the actual or estimated construction costs, whichever is greater, for each completed system. Each Improvement phase shall define a system, i.e. roadways system, sewer system, water system. The remaining twenty-five percent (25%) percent for each system shall be retained to secure the Developer's warranty during the designated warranty period. A warranty period of two (2) years shall apply to all public improvements. The City shall release or return the Security to the Developer within Thirty (30) days of receipt of the Construction Acceptance as provided in paragraph 1.5 herein, less the twenty-five percent (25%) of construction costs to be retained during the warranty period. Upon Final Acceptance of the Improvements as provided in paragraph 1.6 herein, the twenty-five percent (25%) Security retained during the warranty period shall be released or returned to the Developer within Thirty (30) days of issuance of the Final Acceptance.

**3.2 Non-Potable Water Public Improvements.** The Developer will construct non-potable water main improvements (the "NPW") for the purposes of providing raw water to the Development for landscape irrigation. Construction and probationary acceptance of the NPW shall entitle the Developer to the Raw Water Equivalents per Paragraph 6.4 of this Agreement. No tap fees shall be incurred for the NPW on any lot in the Development; however, applicable meter costs shall apply per the current meter fee schedule at the time of building permit application for each individual lot.

### **3.3 Offsite Infrastructure Improvements**

The Developer agrees to provide construction of certain improvements located outside of the Subdivision (the "Offsite Improvements") depicted on Exhibit "A" attached hereto and fully incorporated herein by this reference. Certificate of Occupancy for lots within the subdivision shall not be issued until offsite improvements are complete or surety is provided. The surety shall be in the amount of one hundred twenty-five percent (125%) of the estimated cost of the Offsite Improvements, or portion thereof, for improvements that do not have construction acceptance at the time of recording. Surety in the amount of 25% shall be provided, at the time of recording, for improvements that have received construction acceptance under the terms of this agreement. The Offsite Improvements shall be constructed so as to coincide with installation of the onsite

infrastructure improvements for the Subdivision. The Offsite Improvements are summarized as follows:

- CR 12 north side widening, curb and gutter and sidewalk/trail
- S Denver Avenue east side widening, curb and gutter and sidewalk/trail

**4.0 LANDSCAPE, PARK AND TRAIL IMPROVEMENTS.** The Developer agrees to construct certain Landscape, Park and Trail improvements located within the Subdivision (the Landscape, Park and Trail Improvements) per the approved P.U.D. referenced as Exhibit “C” attached hereto and fully incorporated herein by this reference. No more than forty (40) certificates of occupancy for lots shall be issued until the Landscape, Park and Trail Improvements are complete or surety is provided. The surety shall be in the amount of one hundred twenty-five percent (125%) of the estimated cost of the Landscape, Park and Trail Improvements as shown on Exhibit “C”, or portion thereof, for improvements that do not have construction acceptance at the time of application for the forty-first (41<sup>st</sup>) certificate of occupancy or one year from signing of this agreement. Surety will only be required on Landscape, Park and Trails improvements as described in the above scenario. All landscaping completed prior to the forty first (41) Certificate of Occupancy will not be required to provide security. Any remaining landscape will be subject to the requirements above. The City may, in its discretion, allow Developer to defer surety and completion of the Landscape Park and Trail improvements between December 1 and March 1 of any given year.

**5.0 SPECIFICATIONS.**

All street improvements, curb, gutter and sidewalks and appurtenances thereto, water mains, sewer mains and stormwater improvements shall be constructed and installed so as to meet or exceed City-approved plans, specifications. All streets within the Subdivision shall be constructed to City Standards and Specifications per the approved Construction Plans and based upon a site-specific geotechnical study and pavement design. All streetscaping will meet the requirements of the Fort Lupton Subdivision Regulations. Drainage improvements will be required at the time of construction on the site as determined by the Final Drainage Study submitted.

**6.0 OTHER REQUIREMENTS**

**6.1 Trash, Debris, Mud.** Developer agrees that, during construction of the Development and Improvements described herein, Developer shall take any and all steps necessary to control trash, debris and wind or water erosion in the Development. Developer agrees to take any and all steps necessary to prevent the transfer of mud or debris from the construction site into public rights-of-way and to immediately remove such mud and debris from public rights-of-way after notification by the City. If these requirements are not met, the developer will be responsible for reimbursing the City for any costs incurred by the City in mitigating impacts of trash, debris, and mud.

**6.2 Erosion Control and Sedimentation Plan.** Developer agrees to submit an erosion control and sedimentation plan for review and approval by the City Engineer prior to commencement of construction on the site. Each individual lot will require erosion control measures be taken. Colorado State permits required shall be the responsibility of the Developer.

**6.3 Colorado Big Thompson (CBT) Water Shares or equivalent.** Developer agrees to dedicate to the City the appropriate water required by the applicable City Codes and regulations and deliverable to the City Water Treatment Plant at the time of development. The City will not receive dedication or supply water service to the project until and unless the subject property is

included within the Northern Colorado Water Conservancy District and Municipal Sub-District. The Developer may, at its discretion, elect to pay cash-in-lieu to the City to satisfy the CBT water dedication requirement in accordance with City Council Resolution 2020R060. Said cash-in-lieu payments will be made on a per-lot basis at the time of Final Plat recordation. Dedicated CBT water shares shall remain attached to platted lots.

**6.4 Equivalent Shares.** The City herein agrees that the Developer may satisfy the CBT Water Shares or equivalent requirement of Paragraph 6.3 by purchasing equivalents via cash-in-lieu at a cost of 25% of current market price or \$15,000 (whichever is more) per platted lot, in accordance with Resolution No. 2020R060. The development must include extension and installation of a dual water system and provide irrigation water from the City's well system.

## **7.0 MISCELLANEOUS TERMS**

**7.1 Local Codes and Ordinances.** In addition to any of the items listed in this Agreement, all construction in the Development is subject to all local Codes and Ordinances as adopted by the City subject to exceptions agreed or granted.

**7.2 Recording of Agreement.** The City shall record this Agreement at Developer's expense in the office of the Clerk and Recorder, County of Weld, State of Colorado, and the City shall retain the recorded Agreement.

**7.3 Binding Effect of Agreement.** This Agreement shall run with the land included within the Development and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

**7.4 Modification and Waiver.** No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

**7.5 Notices.** Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

CITY: City of Fort Lupton  
Attention: City Administrator  
130 South McKinley Avenue  
Fort Lupton, Colorado 80621

DEVELOPER: Lupton Village Land Developers, LLC  
3780 W. 10<sup>th</sup> St, Unit 200  
Greeley, CO 80634

or to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

**7.6 No Waiver Of Governmental Immunity.** The City, its elected officials, officers and employees are relying upon, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. Sec. 24-10-101 et seq. as amended or

otherwise available to the City. Nothing herein shall operate as a waiver of any right the City has of governmental immunity under Colorado law which is specifically herein reserved.

**7.7 Force Majeure.** Neither party shall be liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, pandemics, wars, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, instances affecting public health including pandemics, acts of God or acts, omission, or delays in acting by any governmental authority. Provided, however, that the party so affected shall use reasonable efforts to avoid or remove such causes of non-performance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The parties shall mutually seek a resolution of the delay or the failure to perform as noted above.

**7.8 Approvals.** Whenever approval or acceptance of a matter is required or requested of the City pursuant to any provisions of this Agreement, the City shall act reasonably in responding to such matter, and no such approval or acceptance shall be unreasonably withheld or delayed.

**7.9 Title and Authority.** Developer warrants to the City that it is the record owner of the Subject Property upon which the Development shall be constructed or is acting in accordance with the authority of the owner. The undersigned further warrants to have full power and authority to enter into this Agreement.

**7.10 Severability.** This Agreement is to be governed and construed according to the laws of the State of Colorado. In the event that any provision of this Agreement is held to be violative of city, state or federal laws and hereby rendered unenforceable, either party, in its sole discretion, may determine whether the remaining provisions will or will not remain in force.

**7.11 APPROVAL REQUIRED.** This Agreement is subject to the final approval of the Fort Lupton City Council and signature by the Mayor of Fort Lupton.



**IN WITNESS WHEREOF**, the Parties hereto have caused their duly authorized officials to place their hands and seals upon this Agreement the day and year first above written.

By: \_\_\_\_\_  
Zo Stieber-Hubbard  
Mayor

STATE OF COLORADO )  
 )  
COUNTY OF WELD ) SS.

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2022, by Zo Stieber-Hubbard as Mayor of the City of Fort Lupton, Colorado.

WITNESS my hand and official seal.

MY COMMISSION EXPIRES: \_\_\_\_\_

Notary Public

**Lupton Village Land Developers, LLC**  
a Colorado Limited Liability Company

By: \_\_\_\_\_  
By: Andrew J. Gerck, Executive Vice President

STATE OF COLORADO )  
 )  
COUNTY OF WELD ) ss.

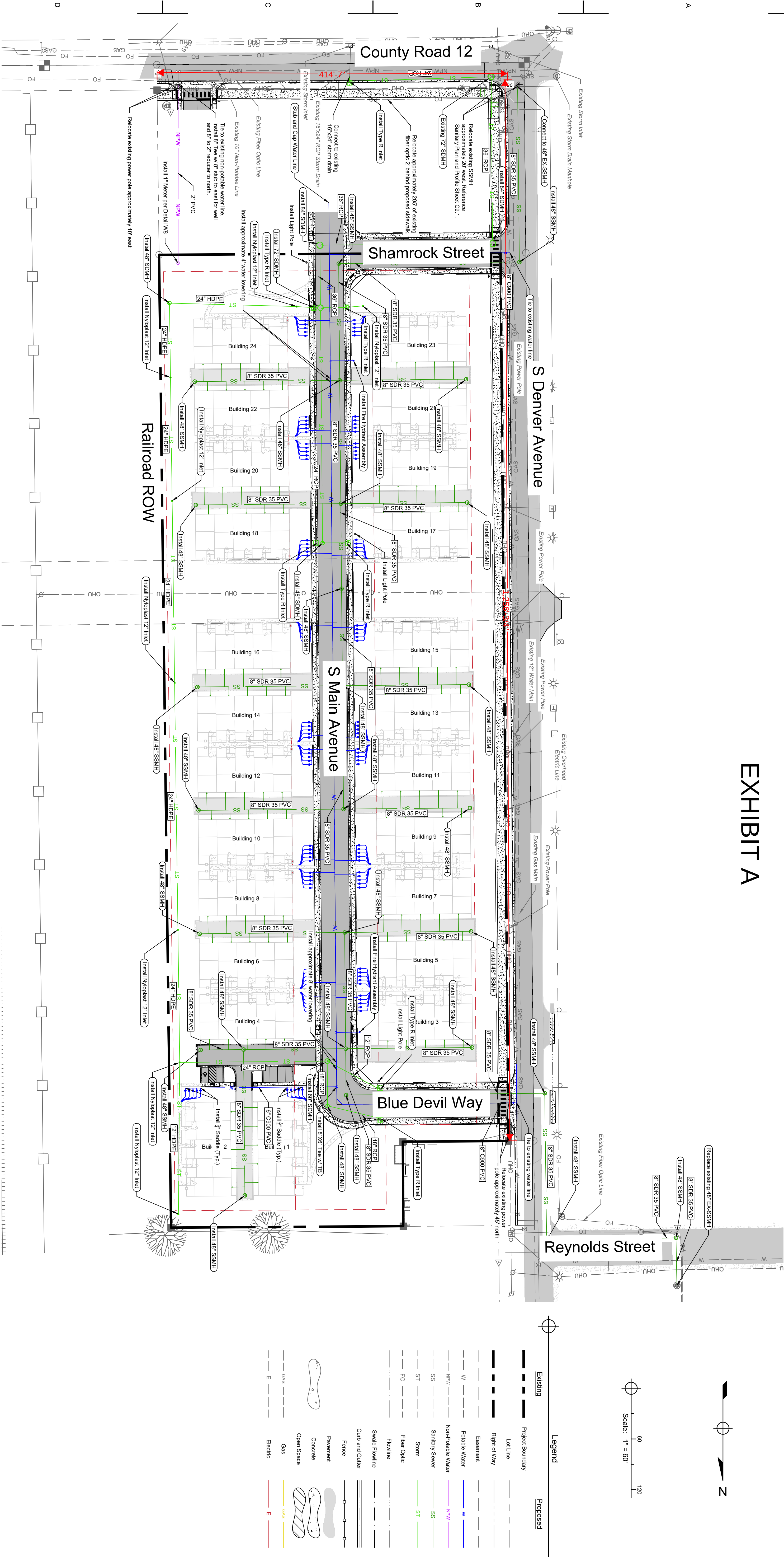
SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_ 2022, by Andrew J. Gerk, as Executive Vice President of Baessler Development, LLC, a Colorado Limited Liability Company.

WITNESS my hand and official seal.

MY COMMISSION EXPIRES:

Notary Public

EXHIBIT A



LANDONE

engineering

361 71st Avenue, Suite 100  
Greeley, CO 80634

PRELIMINARY  
NOT FOR  
CONSTRUCTION

|            |            |
|------------|------------|
| Job Number | 21-031     |
| Checked By | JG         |
| Date       | 06/17/2022 |

LandOne Engineering, LLC assumes no responsibility for existing utility locations (horizontal or vertical). The existing utilities shown on this plan were obtained from the best available information. It is however the responsibility of the contractor to verify the location of all the utilities prior to any construction activities.



| Revision Description  | Date       | Rev. No. |
|-----------------------|------------|----------|
| 1st Submittal to City | 02/22/2022 | A        |
| 2nd Submittal to City | 04/22/2022 | B        |
| 3rd Submittal to City | 06/24/2022 | C        |
|                       |            |          |
|                       |            |          |
|                       |            |          |
|                       |            |          |
|                       |            |          |
|                       |            |          |

The Flats at Lupton Village

Utility Plan

Fort Lupton, CO



# EXHIBIT B

## GLH CONSTRUCTION, LLC

780 East Garden Drive, Windsor, CO 80550  
Phone: (970) 674-0440 Fax: (970) 674-0443

### PRELIMINARY PLAN QUOTATION

To: Baessler Homes  
Attn: Zach Cesar

From: Gary Smith: GLH Construction, LLC  
Nik Foster: GLH Construction, LLC

Thursday, May 19, 2022

### Master Bid Sheet

The Flats at Lupton Village-Plans by Land One Dated 04/22/2022 (Unapproved-First Submittal)

#### GENERAL

| GENERAL SITEWORK                    | UNIT     | QUANTITY | UNIT COST   | EXTENDED            |
|-------------------------------------|----------|----------|-------------|---------------------|
| ITEM                                |          |          |             |                     |
| MOBILIZATION:                       | LUMP SUM | 1.00     | \$20,976.00 | \$20,976.00         |
| Project Management                  | LUMP SUM | 1.00     | \$80,739.76 | \$80,740.00         |
| Construction Survey                 | LUMP SUM | 1.0      | \$55,267.66 | \$55,267.66         |
| Construction Materials Testing      | LUMP SUM | 1.0      | \$85,290.40 | \$85,290.40         |
| Mow Site                            | ACRE     | 7.0      | \$147.50    | \$1,032.50          |
| Street Pavement Design              | LUMP SUM | 1.0      | \$4,720.00  | \$4,720.00          |
| Construction Water                  | LUMP SUM | 1.0      | \$19,737.77 | \$19,737.77         |
| Conduits - Allowance Pending Design | LUMP SUM | 1.0      | \$72,203.96 | \$72,203.96         |
| <b>General Sitework Subtotal:</b>   |          |          |             | <b>\$339,968.29</b> |

#### EROSION CONTROL

| EROSION CONTROL                  | UNIT   | QUANTITY | UNIT COST  | EXTENDED           |
|----------------------------------|--------|----------|------------|--------------------|
| ITEM                             |        |          |            |                    |
| VEHICLE TRACKING PAD:            | EACH   | 1.00     | \$6,734.30 | \$6,734.30         |
| CONCRETE WASHOUT:                | EACH   | 1.00     | \$6,592.00 | \$6,592.00         |
| SILT FENCE:                      | LF     | 3320.00  | \$2.84     | \$9,416.23         |
| Inlet Protection                 | EACH   | 6.00     | \$123.60   | \$741.60           |
| Curb Inlet Protection            | EACH   | 7.00     | \$235.00   | \$1,644.98         |
| Erosion Control Maintenance      | MONTHS | 6.00     | \$2,704.00 | \$16,224.00        |
| Erosion Control Inspection       | EACH   | 6.00     | \$800.00   | \$4,800.00         |
| SWMP Plan and Box                | EACH   | 1.00     | \$556.98   | \$556.98           |
| DRILL SEEDING:                   | ACRES  | 7.00     | \$1,265.97 | \$8,861.80         |
| Erosion Mobilization             | EACH   | 1.00     | \$708.00   | \$708.00           |
| <b>Erosion Control Subtotal:</b> |        |          |            | <b>\$56,279.89</b> |

#### TRAFFIC CONTROL

| TRAFFIC CONTROL                                 | UNIT  | QUANTITY | UNIT COST   | EXTENDED            |
|-------------------------------------------------|-------|----------|-------------|---------------------|
| ITEM                                            |       |          |             |                     |
| Denver Avenue & Kahil Road Closure for Widening | EACH  | 1.00     | \$70,395.80 | \$70,395.80         |
| Message Boards (ALTERNATE) if required          | WEEKS | 6.00     | \$6,022.92  | \$36,137.50         |
| <b>Traffic Control Subtotal</b>                 |       |          |             | <b>\$106,533.30</b> |

#### DEMOLITION

| DEMOLITION             | UNIT | QUANTITY | UNIT COST  | EXTENDED           |
|------------------------|------|----------|------------|--------------------|
| ITEM                   |      |          |            |                    |
| REMOVE ASPHALT PAVING: | SY   | 2348.78  | \$18.58    | \$43,648.54        |
| REMOVE GRAVEL DRIVE:   | SF   | 4014.00  | \$3.22     | \$12,937.00        |
| REMOVE TREE:           | EACH | 1.00     | \$3,150.00 | \$3,150.00         |
| <b>Demo Subtotal</b>   |      |          |            | <b>\$59,735.54</b> |

#### EARTHWORK

| EARTHWORK                            | UNIT | QUANTITY | UNIT COST   | EXTENDED     |
|--------------------------------------|------|----------|-------------|--------------|
| ITEM                                 |      |          |             |              |
| OVERLOT GRADING/SITE CLEANUP:        | SY   | 63823.00 | \$0.71      | \$45,315.00  |
| EARTHWORK: DENVER & KAHIL            | CY   | 702.00   | \$6.36      | \$4,465.00   |
| Mobilization                         | CY   | 1.00     | \$12,980.00 | \$12,980.00  |
| Strip Topsoil (Place Non-Structural) | CY   | 8980.00  | \$6.55      | \$58,819.00  |
| Cut to Fill                          | CY   | 12756.00 | \$5.49      | \$70,031.00  |
| Import (Off Site Source)             | CY   | 8501.00  | \$18.12     | \$154,039.00 |
| Site Finish +/- .2 the               | SY   | 63823.00 | \$1.16      | \$74,035.00  |

#### Footnotes:

Quote is currently based on assumed availability of water at standard rates and flows provided by District. Pending drought conditions and water rationing may slow production and require repricing and extended durations of earthwork scope to allow for lack of production due to potentially restricted water supplies available onsite pending winter 2022 snowfall.

OL Grade only no finish grade provided  
Import from offsite source

**Earthwork Subtotal:**

**\$419,684.00**

| SANITARY SEWER                                                                          |          |          |             |              |
|-----------------------------------------------------------------------------------------|----------|----------|-------------|--------------|
| SEWER                                                                                   |          |          |             |              |
| ITEM                                                                                    | UNIT     | QUANTITY | UNIT COST   | EXTENDED     |
| Tie Into EXMH - 8" PVC                                                                  | EACH     | 1.00     | \$9,125.68  | \$9,125.68   |
| TRAFFIC CONTROL: Sewer Connection at Denver & Kahil                                     | LUMP SUM | 1.00     | \$11,415.90 | \$11,415.90  |
| TRAFFIC CONTROL: Sewer Connection at Reynolds & Across Denver                           | EACH     | 1.00     | \$23,280.20 | \$23,280.20  |
| SSMH 1 Demo (Budget pending waterline abandonment and tie in details)                   | EACH     | 1.00     | \$12,859.40 | \$12,859.40  |
| REMOVE ASPHALT PAVING:                                                                  | SY       | 596.00   | \$73.81     | \$43,988.52  |
| REMOVE CONCRETE:                                                                        | LF       | 120.00   | \$38.41     | \$4,609.76   |
| 8" SANITARY SEWER: Onsite                                                               | LF       | 3444.00  | \$50.49     | \$173,874.42 |
| 8" SANITARY SEWER: Offsite                                                              | LF       | 420.00   | \$84.99     | \$35,696.04  |
| 4' ID MANHOLE:                                                                          | EACH     | 27.00    | \$4,731.97  | \$127,763.17 |
| SEWER: SSMH # 1 (BUDGET ONLY)                                                           | EACH     | 1.00     | \$6,442.38  | \$6,442.38   |
| CONCRETE ENCASEMENT                                                                     | EACH     | 3.00     | \$4,195.07  | \$12,585.20  |
| 4" SANITARY SEWER SERVICE:                                                              | SERVICES | 121.00   | \$1,199.20  | \$145,103.78 |
| Sewer Subtotal:                                                                         |          |          |             | \$606,744.45 |
| WATER                                                                                   |          |          |             |              |
| WATER                                                                                   |          |          |             |              |
| ITEM                                                                                    | UNIT     | QUANTITY | UNIT COST   | EXTENDED     |
| Tie Into Existing 12" Water - 8" PVC                                                    | EACH     | 3.00     | \$11,816.51 | \$35,449.54  |
| Traffic Control                                                                         | EACH     | 3.00     | \$5,734.80  | \$17,204.40  |
| 8" PVC DR 18 C900 Class 235                                                             | LF       | 1440.00  | \$67.42     | \$97,078.94  |
| 8" Gate Valve                                                                           | EACH     | 3.00     | \$2,972.84  | \$8,918.53   |
| 8" Cross                                                                                | EACH     | 11.00    | \$1,476.04  | \$16,236.41  |
| 8" Tee                                                                                  | EACH     | 1.00     | \$1,202.27  | \$1,202.27   |
| 8" Bends                                                                                | EACH     | 2.00     | \$825.82    | \$1,651.64   |
| 6" Fire Hydrants on 8" Main                                                             | EACH     | 2.00     | \$10,248.13 | \$20,496.25  |
| 3/4" WATER SERVICE:                                                                     | EACH     | 120.00   | \$2,673.34  | \$320,800.80 |
| 2" WATER to SERVICES:                                                                   | EACH     | 24.00    | \$2,651.22  | \$63,629.16  |
| 2" Temp Blow Off (NO Detail Budget Only)                                                | EACH     | 2.00     | \$6,445.98  | \$12,891.97  |
| 8" Full Lowering                                                                        | EACH     | 2.00     | \$6,357.25  | \$12,714.50  |
| Water Subtotal:                                                                         |          |          |             | \$608,274.41 |
| NON-POT IRRIGATION                                                                      |          |          |             |              |
| WATER: NON POTABLE                                                                      |          |          |             |              |
| ITEM                                                                                    | UNIT     | QUANTITY | UNIT COST   | EXTENDED     |
| Tie Into Existing 12" Water - 8" PVC (Need Clarification on size and type of Watermain) | EACH     | 1.00     | \$11,456.51 | \$11,456.51  |
| Traffic Control                                                                         | LUMP SUM | 1.00     | \$5,734.80  | \$5,734.80   |
| 8" WATER:                                                                               | LF       | 60.00    | \$71.32     | \$4,279.06   |
| Water Subtotal:                                                                         |          |          |             | \$21,470.37  |
| STORM SEWER                                                                             |          |          |             |              |
| Storm Main                                                                              |          |          |             |              |
| ITEM                                                                                    | UNIT     | QUANTITY | UNIT COST   | EXTENDED     |
| Remove Existing SDMH 1 at Denver and Kahil                                              | EACH     | 1.00     | \$3,224.00  | \$3,224.00   |
| Storm Sewer Traffic Control                                                             | LUMP SUM | 1.00     | \$7,605.10  | \$7,605.10   |
| 36" HDPE                                                                                | LF       | 480.00   | \$156.85    | \$75,288.31  |
| 24" HDPE                                                                                | LF       | 280.00   | \$100.83    | \$28,232.50  |
| SDMH 1, 2, 3                                                                            | EACH     | 3.00     | \$3,710.23  | \$11,130.68  |
| SDMH 4, 5                                                                               | EACH     | 2.00     | \$3,427.81  | \$6,855.63   |
| SDMH 1 Kahil & Denver Ave                                                               | EACH     | 1.00     | \$4,005.41  | \$4,005.41   |
| Type R-Curb Inlet 1,2,3,4                                                               | EACH     | 4.00     | \$5,268.80  | \$21,075.20  |
| Storm Sewer Subtotal                                                                    |          |          |             | \$157,416.84 |
| East Storm Line                                                                         |          |          |             |              |
| ITEM                                                                                    | UNIT     | QUANTITY | UNIT COST   | EXTENDED     |
| 24" HDPE                                                                                | LF       | 1280.00  | \$100.83    | \$129,062.88 |
| 18" HDPE                                                                                | LF       | 120.00   | \$78.56     | \$9,427.43   |
| 12" HDPE                                                                                | LF       | 80.00    | \$54.66     | \$4,372.80   |
| Inlet 1, 2, 3, 4                                                                        | EACH     | 4.00     | \$1,906.90  | \$7,627.60   |
| Inlet 5                                                                                 | EACH     | 1.00     | \$6,208.00  | \$6,208.00   |
| SDMH 6                                                                                  | EACH     | 1.00     | \$4,117.41  | \$4,117.41   |
| SDMH 7                                                                                  | EACH     | 1.00     | \$4,326.86  | \$4,326.86   |
| SDMH 8 (NO Elevation Provided)                                                          | EACH     | 1.00     | \$4,430.86  | \$4,430.86   |
| Type R-Curb Inlet 5,6                                                                   | EACH     | 2.00     | \$5,268.80  | \$10,537.60  |
| Storm Sewer Subtotal                                                                    |          |          |             | \$180,111.46 |
| NE Storm Lateral                                                                        |          |          |             |              |
| ITEM                                                                                    | UNIT     | QUANTITY | UNIT COST   | EXTENDED     |
| 12" HDPE                                                                                | LF       | 180.00   | \$54.66     | \$9,838.80   |
| Inlet 6                                                                                 | EACH     | 1.00     | \$2,535.54  | \$2,535.54   |
| Storm Sewer Subtotal                                                                    |          |          |             | \$12,374.34  |
| South Storm Lateral                                                                     |          |          |             |              |
| ITEM                                                                                    | UNIT     | QUANTITY | UNIT COST   | EXTENDED     |
| STORM: 24" RCP                                                                          | LF       | 168      | \$97.83     | \$16,435.97  |
| STORM: 14x24 HERCP Tie in to Inlet 7                                                    | LF       | 16       | \$268.96    | \$4,303.32   |
| STORM: Remove SDMH on Kahil and 180 LF of Pipe                                          | LUMP SUM | 1        | \$7,054.67  | \$7,054.67   |
| Type R-Curb Inlet 7                                                                     | EACH     | 1.00     | \$5,268.80  | \$5,268.80   |
| Storm Sewer Subtotal                                                                    |          |          |             | \$33,062.76  |

|                                                                                 |          |          |             |                     |
|---------------------------------------------------------------------------------|----------|----------|-------------|---------------------|
| SIGNAGE & STRIPING                                                              |          |          |             |                     |
| <b>Signage &amp; Striping</b>                                                   |          |          |             |                     |
| ITEM                                                                            | UNIT     | QUANTITY | UNIT COST   | EXTENDED            |
| Street Name, Stop Signs, H/C, Fire Lane, ETC.                                   | LUMP SUM | 1.00     | \$7,729.00  | \$7,729.00          |
| Pavement Markings (Striping on Denver & Kahil not defined)                      | LUMP SUM | 1.00     | \$11,431.84 | \$11,431.84         |
| <b>Signage &amp; Striping Subtotal</b>                                          |          |          |             | <b>\$19,160.84</b>  |
| Concrete                                                                        |          |          |             |                     |
| <b>CONCRETE</b>                                                                 |          |          |             |                     |
| <b>Concrete Prep</b>                                                            |          |          |             |                     |
| ITEM                                                                            | UNIT     | QUANTITY | UNIT COST   | EXTENDED            |
| 18" Vertical Curb & Gutter                                                      | LF       | 250.00   | \$3.89      | \$972.09            |
| 30" Vertical Curb & Gutter                                                      | LF       | 1585.00  | \$3.81      | \$6,041.00          |
| 12" WIDE x 8" thick band at garages                                             | LF       | 112.00   | \$4.28      | \$479.46            |
| 76" wide rollover curbwalk (see 2 proposed curbwalk profile options attached)   | LF       | 2670.00  | \$4.05      | \$10,822.40         |
| 4' wide sidewalk at parking, 4" thick                                           | LF       | 96.00    | \$4.95      | \$475.20            |
| 10' wide trail, 6" thick                                                        | LF       | 1465.00  | \$3.97      | \$5,814.82          |
| 2' 4" wide x 6" pan at parking                                                  | LF       | 100.00   | \$4.23      | \$422.75            |
| 20' Square Radius                                                               | EACH     | 4.00     | \$402.00    | \$1,608.00          |
| 25' Square Radius                                                               | EACH     | 2.00     | \$424.75    | \$849.50            |
| Single HC Ramps with truncated domes                                            | EACH     | 14.00    | \$400.75    | \$5,610.50          |
| 10' HC Ramps with truncated domes                                               | EACH     | 6.00     | \$400.75    | \$2,404.50          |
| Crossspan, 8" thick, with fiber or WWM                                          | EACH     | 800.00   | \$2.03      | \$1,621.25          |
| Drive approaches, 6" thick, W side of S. Denver Ave (off site? -no information) | SF       | 490.00   | \$3.54      | \$1,734.90          |
| Concrete Driveway, 6" thick, unreinforced                                       | SF       | 3806.00  | \$3.54      | \$13,477.01         |
| <b>Concrete Prep Subtotal:</b>                                                  |          |          |             | <b>\$52,333.39</b>  |
| <b>Concrete Placement</b>                                                       |          |          |             |                     |
| ITEM                                                                            | UNIT     | QUANTITY | UNIT COST   | EXTENDED            |
| 18" Vertical Curb & Gutter                                                      | LF       | 250.00   | \$23.60     | \$5,900.00          |
| 30" Vertical Curb & Gutter                                                      | LF       | 1585.00  | \$27.14     | \$43,016.90         |
| 12" WIDE x 8" thick band at garages                                             | LF       | 112.00   | \$29.80     | \$3,337.60          |
| 76" wide rollover curb walk (see 2 proposed curb walk profile options attached) | LF       | 2670.00  | \$43.66     | \$116,572.20        |
| 4' wide sidewalk at parking, 4" thick                                           | LF       | 96.00    | \$23.60     | \$2,265.60          |
| Thickened Edge, 12" high x 6"+ wide                                             | LF       | 63.00    | \$23.60     | \$1,486.80          |
| 10' wide trail, 6" thick                                                        | LF       | 1465.00  | \$67.26     | \$98,535.90         |
| 2' 4" wide x 6" pan at parking                                                  | LF       | 100.00   | \$23.60     | \$2,360.00          |
| 20' Square Radius                                                               | EA       | 4.00     | \$2,124.00  | \$8,496.00          |
| 25' Square Radius                                                               | EA       | 2.00     | \$2,950.00  | \$5,900.00          |
| Single HC Ramps with truncated domes                                            | EA       | 14.00    | \$1,711.00  | \$23,954.00         |
| 10' HC Ramps with truncated domes                                               | EA       | 6.00     | \$2,478.00  | \$14,868.00         |
| Crossspan, 8" thick, with fiber or WWM                                          | SF       | 800.00   | \$9.15      | \$7,320.00          |
| Drive approaches, 6" thick, W side of S. Denver Ave (off site? -no information) | SF       | 490.00   | \$8.26      | \$4,047.40          |
| Concrete Driveway, 6" thick, unreinforced                                       | SF       | 3806.00  | \$7.97      | \$30,333.82         |
| Fuel Surcharge at current market Rates per Truck                                | EACH     | 110.00   | \$59.00     | \$6,490.00          |
| <b>Concrete Placement Subtotal:</b>                                             |          |          |             | <b>\$374,884.22</b> |
| <b>Concrete Subtotal</b>                                                        |          |          |             | <b>\$427,217.61</b> |

|                                    |      |          |            |                 |
|------------------------------------|------|----------|------------|-----------------|
| ASPHALT PREP                       |      |          |            |                 |
| ASPHALT                            |      |          |            |                 |
| Asphalt Prep                       |      |          |            |                 |
| ITEM                               |      |          |            |                 |
|                                    | UNIT | QUANTITY | UNIT COST  | EXTENDED        |
| SUBGRADE PREP:                     | SY   | 9158.00  | 4.18       | \$38,280.44     |
| FLYASH INSTALLATION                | SY   | 9158.00  | 15.68      | IF NEEDED       |
| Asphalt Prep Subtotal:             |      |          |            | \$38,280.44     |
| Asphalt Placement                  |      |          |            |                 |
| ITEM                               |      |          |            |                 |
|                                    | UNIT | QUANTITY | UNIT COST  | EXTENDED        |
| MM Mobilization                    | each | 1.00     | \$2,124.00 | \$2,124.00      |
| Final Adjust Manhole               | LF   | 7.00     | \$649.00   | \$4,543.00      |
| Final Adjust Water Valve           | LF   | 3.00     | \$483.80   | \$1,451.40      |
| Denver Avenue 8" Base & 6' Asphalt | SY   | 2979.00  | \$57.82    | \$172,245.78    |
| Kahil Street 8" Base & 5' Asphalt  | SY   | 872.00   | \$50.74    | \$44,245.28     |
| Local Streets 8" Base & 4" Asphalt | SY   | 5307.00  | \$44.84    | \$237,965.88    |
| Asphalt Placement Subtotal:        |      |          |            | \$462,575.34    |
| Asphalt Subtotal                   |      |          |            | \$500,855.78    |
| Construction Total:                |      |          |            | \$3,548,889.88  |
| Units                              |      |          |            |                 |
| Construction Total Per Unit:       |      |          |            | 120 \$29,574.08 |

Estimated Quantities Field Measured To Verify For Payment.

\*M MONTH TO MONTH.\*\*\*HMA Asphalt Pricing contained in this proposal is based off the current Suncor Energy Asphalt Cement (AC) Rack Rate for the current month - - May/June 2022 = \$780 / TN . This pricing is provided to establish an Index for future HMA

The Pricing in this proposal is valid for a period of 30 days from the date. After this period, due to escalating fuel and oil cost, for every \$0.10 increase in the cost of dyed diesel (tax-Exempt) fuel, the cost per cubic yard will need to increase \$0.03

LEAD TIME ON ALL MATERIALS IS 6-8 WEEKS

|                                                                                                                                                                                                                                                                                                                                                                                                      |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Inclusions:</b><br>*Labor<br>*Equipment<br>*Material<br>*Concrete<br>*Asphalt<br>*Erosion Control<br>*Signs/Striping<br>*Survey Including Final Property Pins<br>*Materials Testing<br>*Construction Water Supplied From A Onsite Fire Hydrant<br>*Erosion Control Inspections<br>*Procurement/Management of Storm water Discharge Permit & SWMP<br>*2 Year Warranty<br>*Dry Utility Coordination |  | <b>Exclusions:</b><br>*Detached Concrete Walks and Trickle Channels Around Multifamily<br>*Relocation of Existing Utilities (Shown/Not Shown)<br>*Unstable Street Subgrade<br>*Rock Excavation<br>*Payment & Performance Bond<br>*Foreign or Hazardous Materials<br>*Unusable Trench Material<br>*Development Fees<br>*Landscape And Irrigation Removal and Replacement<br>*Town, Sanitation And Water District Permits<br>*CDOT Permits<br>*Larimer County Permits<br>*Imported Fill, Residential Tree Removal @ Existing House<br>*Earthwork/Utility Permits<br>*Winter Protection<br>*Offsite Construction Water<br>*Bonds or Taxes<br>*Over Ex, Lots Or Streets<br>*Any Landscaping<br>*Soft Trails per Landscape Plans<br>* All Alleyway Concrete<br>Encasements on water and sewer crossings<br>*Fly ash Stabilization<br>Dewatering/Trench Stabilization |  |
| GLH CONSTRUCTION, LLC                                                                                                                                                                                                                                                                                                                                                                                |  | ACCEPTED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
| BY:                                                                                                                                                                                                                                                                                                                                                                                                  |  | BY:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
| TITLE:                                                                                                                                                                                                                                                                                                                                                                                               |  | TITLE:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| ATTEST:                                                                                                                                                                                                                                                                                                                                                                                              |  | ATTEST:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |
| BY:                                                                                                                                                                                                                                                                                                                                                                                                  |  | BY:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |



FINAL PLAT  
PUD

FORT LUPTON, CO

PREPARED BY:



**ripley** DESIGN

LANDSCAPE ARCHITECTURE, LAND PLANNING

1150 S. W. 10th Street, Suite 200  
Fort Collins, CO 80521  
Phone: 970.224.5528  
Fax: 970.224.5529

APPLICANT

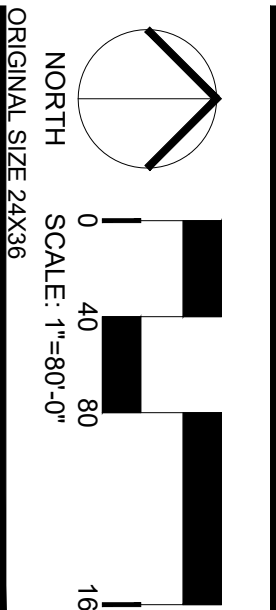
BEASSLER DEVELOPMENT, LLC.  
Andrew Geik  
3780 W. 10th Street  
Greeley, CO 80634  
P. 970.573.7033

LANDSCAPE ARCHITECT

RIPLY DESIGN INC.  
P. 970.224.5528  
4119 Canyon Ave, Suite 200  
Fort Collins, CO 80521  
P. 970.224.5528  
F. 970.226.8657

CIVIL ENGINEER

LANDONE ENGINEERING, LLC  
Jeremy Goesch  
3070 W. 10th Street  
Greeley, CO 80634  
P. 970.443.9547



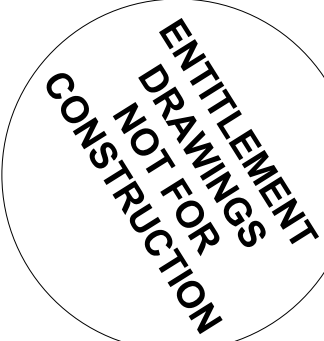
ORIGINAL SIZE 24X36

| NO. | DESCRIPTION          | DATE       |
|-----|----------------------|------------|
| 01  | SKETCH P.L.A.T.      | 10/29/2021 |
| 02  | PRELIMINARY PLAT PUD | 02/21/2022 |
| 03  | PRELIMINARY PLAT PUD | 06/22/2022 |

| REVISIONS | NO.           | DESCRIPTION | DATE |
|-----------|---------------|-------------|------|
| 01        | CITY COMMENTS | 04/22/2022  |      |
|           |               |             |      |
|           |               |             |      |
|           |               |             |      |

OVERALL LANDSCAPE  
PLAN

SEAL:



|                 |         |
|-----------------|---------|
| PROJECT NO.:    | R21-030 |
| DRAWN BY:       | NV      |
| REVIEWED BY:    | KT      |
| DRAWING NUMBER: |         |

EXHIBIT C

PLANT SCHEDULE

| TREES | QTY | BOTANICAL / COMMON NAME                                            | CONT   |
|-------|-----|--------------------------------------------------------------------|--------|
|       | 5   | AESOLUS GLABRA<br>OHIO BUCKEYE                                     | 15 GAL |
|       | 13  | GLEDITSIA TRICANTHOS<br>HONEY LOCUST                               | 15 GAL |
|       | 15  | QUERCUS ROBUR<br>ENGLISH OAK                                       | 15 GAL |
|       | 6   | TILIA AMERICANA<br>AMERICAN LINDEN                                 | 15 GAL |
|       | 18  | BOTANICAL / COMMON NAME                                            | CONT   |
|       | 21  | JUNIPERUS SCOPULORUM<br>ROCKY MOUNTAIN JUNPER                      | B & B  |
|       | 15  | PICEA PUNGENS HOOPSII<br>HOOPS SPRUCE                              | B & B  |
|       | 9   | PINUS CEMBOIDES EDULIS<br>PINYON PINE                              | B & B  |
|       | 9   | BOTANICAL / COMMON NAME                                            | CONT   |
|       | 9   | ACER GINNALA<br>AMUR MAPLE                                         | B & B  |
|       | 9   | CRATAEGUS CRUS-GALLI INERMIS<br>THORNLESS COCKSPUR HAWTHORN        | B & B  |
|       | 13  | PRUNUS CERASIFERA ATROPURPUREA<br>PURPLE-LEAF PLUM                 | B & B  |
|       | 8   | PRUNUS CALLERYANA 'CHANTICLEER'<br>CHANTICLEER ORNAMENTAL PEAR     | B & B  |
|       | 72  | BOTANICAL / COMMON NAME                                            | SIZE   |
|       | 145 | AGASTACHE RUPESTRIS 'SUNSET'<br>SUNSET THISSOP                     | 5 GAL  |
|       | 170 | AMELANCHIER ALNIFOLIA<br>SERVICEBERRY                              | 5 GAL  |
|       | 90  | BERBERIS THUNBERGII ATROPURPUREA<br>RED LEAF JAPANESE BARBERRY     | 5 GAL  |
|       | 148 | CORNUS SERICEA 'ISANT'<br>ISANTI REDOSIER DOGWOOD                  | 5 GAL  |
|       | 160 | DAPHNE X BURKWOODII 'CAROL MACKIE'<br>CAROL MACKIE DAPHNE          | 5 GAL  |
|       | 52  | PEROVSKIA ATROPURPUREA 'LITTLE SPIRE'<br>LITTLE SPIRE RUSSIAN SAGE | 5 GAL  |
|       | 62  | PHYSOCARPUS OPULIFOLIUS 'DIAPO'<br>DIAPO NINEBARK                  | 5 GAL  |
|       | 39  | PRUNUS BESSEYI 'POTIS' TM<br>POTIS BUTTER SAND CHERRY              | 5 GAL  |
|       | 15  | RUDEBECKIA FILIGIDA 'SULLIVANTII' GOLDSTURN<br>BLACK-EYED SUSAN    | 5 GAL  |
|       | 650 | BOTANICAL / COMMON NAME                                            | SIZE   |
|       | 15  | BOULEAU GRACILIS 'BLONDE AMBITION'<br>BLONDE AMBITION GRASS        | 1 GAL  |
|       | 15  | CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'<br>FEATHER REED GRASS   | 1 GAL  |

CONCEPT PLANT SCHEDULE

|  |                                                                                                                                                                         |    |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
|  | FUTURE ORNAMENTAL TREES<br>ACER GINNALA / AMUR MAPLE<br>CRATAEGUS CRUS-GALLI INERMIS / THORNLESS COCKSPUR HAWTHORN<br>PRUNUS CERASIFERA ATROPURPUREA / PURPLE-LEAF PLUM | 13 |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|

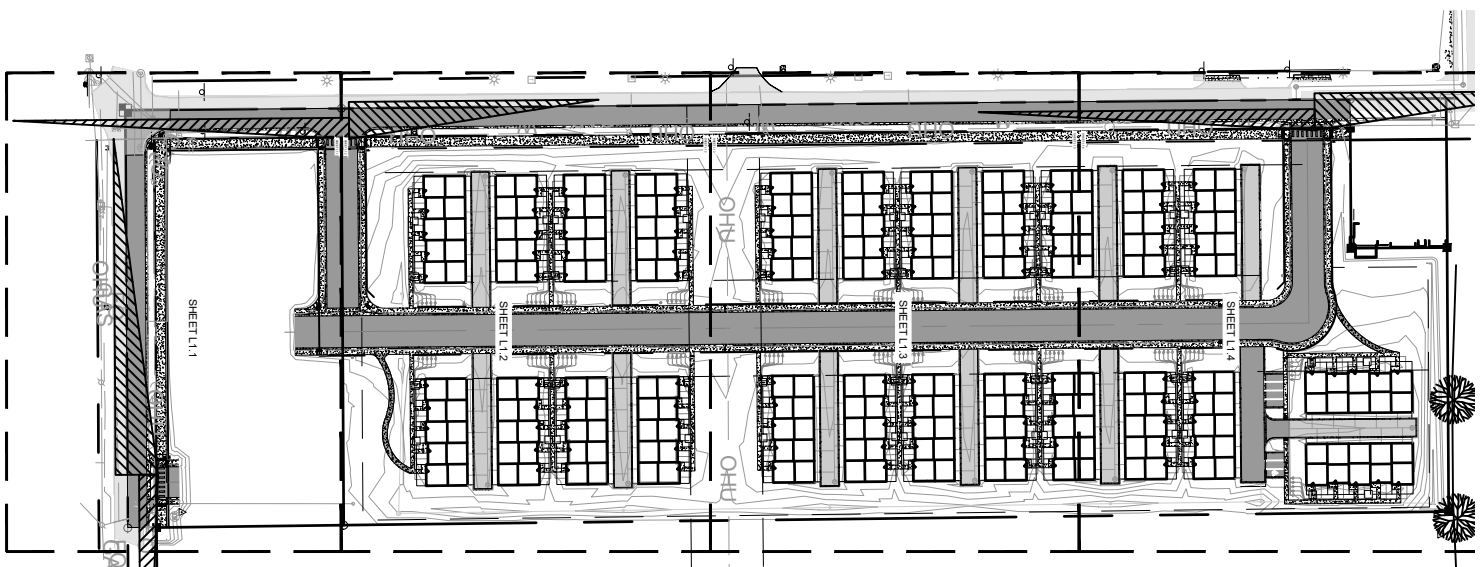
LANDSCAPE MATERIAL

| SYMBOL | DESCRIPTION                     |
|--------|---------------------------------|
|        | CONCRETE                        |
|        | 02 LANDSCAPE MATERIAL           |
|        | WOOD MULCH                      |
|        | IRRIGATED TURF                  |
|        | ROCK MULCH                      |
|        | NATIVE GRASS AREA               |
|        | CRUSHER FINES                   |
|        | ENGINEERED WOOD FIBER SURFACING |

LEGEND

|  |                                   |
|--|-----------------------------------|
|  | = PROPOSED NON-POTABLE WATER LINE |
|  | = PROPOSED STORM DRAIN            |
|  | = PROPOSED WATER LINE             |
|  | = EXISTING SANITARY SEWER         |
|  | = EXISTING STORM DRAIN            |
|  | = EXISTING WATER LINE             |
|  | = EXISTING GAS                    |
|  | = EXISTING FIBER OPTIC            |
|  | = EXISTING ELECTRIC               |
|  | = OVERHEAD ELECTRIC               |
|  | = EXISTING FENCE                  |
|  | = EXISTING TREE                   |
|  | = EXISTING SIGN                   |

KEY MAP





# EXHIBIT C1

## Lupton Flats Landscaping Cost Estimate

| DESCRIPTION                            | QUANTITY | UNITS | UNIT COST | COST                |
|----------------------------------------|----------|-------|-----------|---------------------|
| <b>Lupton Flats</b>                    |          |       |           |                     |
| <b>Specific Items</b>                  |          |       |           |                     |
| 1. Sod                                 | 45960    | SF    | \$0.89    | \$40,904.40         |
| 2. Soil Preparation                    | 45960    | SF    | \$0.19    | \$8,732.40          |
| 3. Landscape Establishment/Maintenance | 129000   | SF    | \$0.12    | \$15,480.00         |
| 4. Canopy Tree (2" Caliper)            | 36       | EA    | \$500.00  | \$18,000.00         |
| 5. Evergreen Tree (6' Height)          | 54       | EA    | \$400.00  | \$21,600.00         |
| 6. Irrigation                          | 129000   | SF    | \$1.20    | \$154,800.00        |
| <b>Other Landscape Areas</b>           |          |       |           |                     |
| 1. Open Space Landscaping, General     | 129000   | SF    | \$1.30    | \$167,700.00        |
| <b>Total:</b>                          |          |       |           | <b>\$427,216.80</b> |

### Notes:

"Other landscape" area categories include tap fees, and other miscellaneous





**SUBJECT FOR DISCUSSION**

Approve Public Works Engineering Services Agreement with Engineering Design Consultant not to Exceed \$15,000 from the Engineering Budget of the General Fund.

**SUMMARY STATEMENT/BACKGROUND DISCUSSION**

The Engineering Department would like to determine the viability of locating a water storage tank at the City property (future gun range). The viability analysis will determine the ability to eliminate the existing pump station for the high-pressure zone of the potable water system.

Staff selected Engineering Design Consultant (EDC) from the engineering on-call list that was created in 2022 from a Request for Qualifications solicitation for engineering services. EDC staff consists of the consultant that provided water system modeling for the City in 2019 with ESAC.

The 5-year CIP plan has anticipated the need for additional water storage for the City's system.

**FINANCIAL CONSIDERATIONS**

The Engineering Budget had \$20,000 budgeted for engineering services. Budgeting last year included the need to do preliminary concept analysis for an elevated water tank. \$2,641.25 has been spent from this budget item for public meeting support for the Harrison Avenue design project. This leaves \$17,358.75 available in the budget line item to cover this agreement.

**LEGAL/POLITICAL CONSIDERATIONS**

None.

**ALTERNATIVES/OPTIONS**

- Approved the services agreement
- Do not approve agreement
- Do study with staff

**STAFF RECOMMENDATIONS**

City staff recommends approving engineering services agreement with EDC engineering services not to exceed \$15,000 from the Engineering Department General Fund. The engineering department has \$17,358.75 remaining of the \$20,000 budgeted for engineering consultant services.

**Attachments:** a. EDC Engineering Services Agreement

**Certification of Council Approval:**

Ordinance No. \_\_\_\_\_

Resolution No. \_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date



## City of Fort Lupton, Colorado

### Public Works Department

## Public Works Agreement

This PUBLIC WORKS Agreement is entered into by and between the **City of Fort Lupton**, Colorado (hereinafter "City") and **EDC (Engineering Design Consultant)** (hereinafter "CONSULTANT").

WHEREAS, the parties hereto agree in consideration of the covenants, payments and agreements set forth herein as follows:

1. **SCOPE OF SERVICES.** Consultant shall perform the services included in the scope of work set forth and incorporated herein as **Exhibit A**. Consultant will be working under the direct supervision of the City Engineer who will review, sign and seal all drawings.

2. **CONTRACT DOCUMENTS.** This Agreement consists of and includes this Agreement, Proposal documents and the scope of work set forth in the Consultant's Proposal attached hereto as **Exhibit B**. In the event of any conflict between any of these documents, this document shall control.

3. **PERIOD OF SERVICE AND SCHEDULE.** The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal. Consultant's obligation to render services hereunder will extend for a period that may reasonably be required for the completion of said services. Consultant shall make reasonable efforts to comply with deliverable schedules and consistent with Consultant's professional responsibility.

4. **CONTRACT SUM.** The City shall pay to the Consultant for performance and completion of the work encompassed by this Agreement, and the Consultant will accept as full compensation therefore the sum of not to exceed **\$ 15,000 (Fifteen Thousand and no/100)**, subject to confirmation by the City of completion of the scope of work in accordance with the contract documents attached hereto. Said amounts to be paid upon review and acceptance of the work by the City, in its sole discretion, including completion by the Consultant of any review corrections as determined by the City.

5. **CONTRACT APPROPRIATIONS/NO CHANGE ORDERS.** The City states that the amount of money appropriated for this Agreement is equal to or in excess of the contract amount. No change order to this Agreement requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the original contract shall be issued by the City unless the City notifies the Consultant in writing, that lawful appropriations to cover the costs of this additional work has been made and the change order is approved by the City in its sole discretion in writing. City shall have the right to make changes within the general scope of Consultant's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of City and Consultant.

6. **AMENDMENT/NO ASSIGNMENT.** No modification or amendment of this Agreement shall be valid unless in writing and signed by all parties to this Agreement. Consultant's services will be performed solely for the benefit of City and not for the benefit of any other persons or entities. Neither City nor Consultant shall assign or transfer interest in this Agreement without the written consent of the other.

7. **COMPLETE AGREEMENT.** This Agreement, and the exhibits hereto, shall constitute the entire agreement between the parties with respect to the subject matter hereof and there are no agreements, representations or warranties other than as set forth herein.

8. **COMPUTER PROGRAMS OR MODELS**  
Any use, development, modification, or integration by Consultant of computer software modeling programs does not constitute ownership or a license to City to use or modify such computer software modeling programs.

9. **RECORDS CREATED AS PART OF CONSULTANT'S PERFORMANCE**  
All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. Consultant hereby agrees to deliver those documents to City upon the expiration or termination of this Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for City and are not necessarily suitable for any future or other use. Any use of such documents for other projects by City shall be without liability to Consultant. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports, and other documents are confidential and will not be released to third parties without prior written consent of both Parties unless required by law.

10. **LICENSING OF INTELLECTUAL PROPERTY**  
This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, rights of reproduction, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, test data, survey results, models, renderings, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, digital renderings, or data stored digitally, magnetically, or in any other medium, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

11. **SEVERABILITY.** In the event any portion of this Agreement is held to be unenforceable, the unenforceable portion of this Agreement will be deleted and the remaining provisions of the Agreement shall continue in full force and effect.

12. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Colorado. All parties agree that any dispute regarding enforcement of this Agreement shall be filed in Weld County District Court after first attempting in good faith to submit the dispute to mediation. Submission of any dispute to mediation shall be a condition precedent to filing litigation in this matter, other than the request for injunctive relief.

13. **OSHA REQUIREMENTS.** Consultant agrees that it alone bears the responsibility for providing a safe and healthy work environment and shall provide its employees with adequate orientation and training to safely perform the scope of work set forth in this contract. Consultant shall at all times comply with the safety and health regulations of the Occupational Safety and Health Act of 1970 (29 CFR 1926) including all amendments and modifications thereto. In the event there is a conflict between the safety and health provisions of federal, state or local regulations, the more stringent provision shall prevail. Consultant acknowledges and agrees that with respect to the scope of work under this contract, it shall comply with all obligations and assume all responsibilities for its actions regarding all OSHA rules and regulations.

14. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** The City, its elected officials, officers and employees are relying upon, and do not waive or intent to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. Sec. 24-10-101 et seq. as amended or otherwise available to the City. Nothing herein shall operate as a waiver of any right the City has of governmental immunity under Colorado law which is specifically herein reserved.

15. **INDEPENDENT CONTRACTOR.** Consultant is a separate, legal entity from the City and the parties make this Agreement accordingly with the understanding that Consultant at all times is acting as an independent contractor and not an employee or agent of the City. All persons retained by Consultant to perform services pursuant to this Agreement shall be employees or independent contractors of Consultant and are not employees, contractors or agents of the City. Consultant does not have the authority to bind the City by contract or otherwise.

16. **FORCE MAJEURE.** Neither party shall be liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, pandemics, wars, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, instances affecting public health including pandemics, acts of God or acts, omission, or delays in acting by any governmental authority. Provided, however, that the party so affected shall use reasonable efforts to avoid or remove such causes of non-performance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The parties shall mutually seek a resolution of the delay or the failure to perform as noted above.

17. **INDEMNIFICATION BY CONSULTANT.** Consultant shall defend, indemnify and hold the City harmless from any damages caused by negligence, including but not limited loss, liability, expenses, suit or claim, or claim for injury to persons or damage to property arising out

**EDC (Engineering Design Consultant)– Public Works Agreement / Engineer Support Services**

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of the activities of Consultant or its subconsultants pursuant to this Agreement. Expenses shall include all out of pocket expenses, attorney fees, expert costs and related litigation fees. To the extent allowed by law, City will require all construction contractors to indemnify, defend, and hold harmless City and Consultant from any and all loss where loss is caused or alleged to be caused in whole or in part by the construction contractors, their employees, agents, subcontractors or suppliers.

18. **APPROVAL REQUIRED.** This Agreement is subject to the final approval of the Fort Lupton City Council and signature by the Mayor of Fort Lupton.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

**CITY OF FORT LUPTON, COLORADO**

\_\_\_\_\_  
BY: **Zo Stieber-Hubbard**

TITLE: **Mayor**

**ENGINEERING DESIGN CONSULTANT:**

\_\_\_\_\_  
BY: Muhammad Awais Majeed

TITLE: CEO

## EXHIBIT A

### SCOPE OF SERVICES

#### ENGINEER SUPPORT SERVICES

##### Water Tank Evaluation

### 1. General

The City is seeking a consultant to provide professional engineering services related to the evaluation of constructing a water tank to improve the City's potable water system.

The question I need answered is where should we place an elevated water tower? Will it negate the need for the pump station at the water tanks for our high pressure system? Can it be filled without a pump system from the transmission main currently in place from our large water storage tank?

Analysis should include:

Where the optimal location would be?

If the City Property is the site – how beneficial for the future system?

Is tapping into the Hudson Pipeline an advantage with head?

Under the general direction of the City Engineer, qualified firm shall be responsible for, but not limited to, providing the following tasks:

### 2. Hydraulic Modeling

#### Task 2.1: Elevated Tank Location Analysis

**2.1.1: Elevation Assignment** – CONSULTANT will use existing Utility Study elevation data for water plant, 3 Million Gallon tank and transmission mains to evaluate Site location for elevated tank.

**Model Backgrounds** – Information available through GIS including street centerlines, parcels, contours, buildings, water bodies and aerial photos will be utilized to provide a visual background and reference for a hydraulic model. CONSULTANT will collect and prepare the City's pertinent GIS layers or AutoCAD information into modeling background files so they may be displayed in a beneficial manner within the model. Background layers may be color coded and set to various themes to assist the users in model navigation and presentation of results.

**2.1.2: Piping Network Construction** – City staff have compiled an AutoCAD drawing of all utility projects and currently known connections. Consultant will import the pipe layers into a GIS dataset (including water mains, tanks, pumps, valves and hydrants) to provide the base model topology for construction of the new hydraulic model.

Pipeline material will be assigned to all pipelines as indicated in the GIS data and discrepancies noted for CITY's review and resolution. When pipeline material is unavailable or not known a default value of PVC will be used as agreed upon with CITY.

**2.1.3: Connectivity** – Once the GIS data and model topology have been imported, the model connectivity and total continuity will be verified using automated model tools and CONSULTANT's Hydraulic Model Animation Tool for network connectivity and troubleshooting.

**2.1.4: GIS Data Management** –CITY will be responsible for providing data cleanup for the GIS discrepancies documented by Consultant, so as to create a GIS data set that is fully model ready that can and will be imported to the new base model. CONSULTANT will assist in this effort by providing the documentation of the discrepancies and required information.

**2.1.5: Facility Creation and Development** - Model parameters for the major facilities (including but not limited to booster pumps, tanks, control valves) that exist in the existing system will be documented in memorandum format to CITY. CITY is to confirm the properties and provide updates to any features that are not reflected properly for input in the model.

## **Task 2.2: Modify Existing Model**

**2.2.1: Elevation Assignment** – CONSULTANT will use existing Utility Study elevation data for water plant, 3 Million Gallon tank and transmission mains

**2.2.2: Initial Pipeline Roughness Coefficient Assignments** – As a starting point, CONSULTANT will assign pipeline roughness or “C-factors” based on pipe material (as available) and industry standards. A universal C-Factor of 100 will be assigned to all pipes that do not have pipe material information.

**2.2.3: Pump Curves** – CONSULTANT will assign pump curves to each of the current pumps. City will provided data may include original manufacturer’s curves. If pumps are operated on VFDs, the speed curves from the pump manufacturer will need to be provided by CITY as well.

**2.2.4: Tank Configuration** – The existing tank(s) shape/configuration will be based on the data provided by CITY.

## **Task 2.3: Additional System Requirements to Implement**

### **2.3.1: Evaluate Consumption and Production Data -**

The city has a spreadsheet of meter reads that contains all meters on the system. The data is keyed to address and account number, but has no geolocation associated. For the static state model, the consultant will use generic property use to apply to nodes for the demands. Large industrial meters will be identified and located for Consultant by City staff to apply as an average demand use from the meter readings. Consultant will advise most efficient method of establishing demands.

## **Task 2.4: Hydraulic Model Calibration**

The most important step to model calibration is the initial model set up. The more accurate the detail contained in the model makes the model closer to reality which will result in less calibration effort. The first step in calibration is the model construction that has been identified in Task 2.1 through Task 2.4. Detailed model construction data, accurate demand distribution, and precise operational controls will reduce the amount of model manipulation and field testing required for calibration.

**2.4.1: Existing Fire Flow Data** – CONSULTANT will perform an initial calibration check utilizing existing fire flow data and static pressure information provided by CITY. Existing fire flow data and static pressures are available through Public Works from the annual flushing spreadsheet. This information will be used as a starting point for reviewing initial model results. A broad calibration will include the initial C-factors, the operational data from CITY staff, the geocoded demand distribution and the detailed model construction along with the fire flow test data. The fire flow data will be compared to initial model results to identify areas of general disagreement. This information will be used to confirm broad calibration items such as inaccurate elevation data, major pipeline discontinuities, and operational controls.

## **3. Project Deliverables**

- a. Printout of system operational data.
- b. Electronic copy of a fully integrated water resource model.
- c. GIS data sets.

## EXHIBIT B

### **FINANCIAL PROPOSAL AND METHODOLOGY FOR PW ENGINEERING SERVICES**

Based on information provided and methodology explained in **EXHIBIT A Water Tank Evaluation** the project is divided into following 3 x stages which also depict financials as per current stage of work (Financial Bid attached as ANX-A).

#### **STAGE-1 Determine viability of City parcel for location of elevated tank**

At this stage all the information / data to start requisite work sent by the city department shall be evaluated / validated to check the accuracy of coordinates as per proposed location by city staff and will be locked before starting pressure analysis.

#### **STAGE-2 Edit Existing model with elevated tank and connecting pipes to existing system**

After assuring the accuracy/authenticity of all the data sets at Stage-1, All proposed routes for pipes to be connected with the existing system will be laid as per coordinates on the GIS file and established the connectivity with the junctions/nodes available in water gems file using standalone mode , after connectivity in water gems file pressure analysis will be performed using given base elevation of all the selected sites for water towers, Pressure analysis will be done by installing single water tower on each site one by one and see weather one water tower can meet the requisite pressure and water demand after doing standalone analysis of water towers combine analysis will also be performed to achieve best possible outcome.

#### **STAGE-3 Determine additional system requirements for tank to replace pump station**

After selection potable tower location based on requisite pressure and water demand the same site will be analyze weather it can be filled using gravity mains from the water source or not, if selected site cannot be fed using gravity mains then mechanical pumping cannot be fully avoided ,however it shall only be used to fill the tanks still maximum portion of mechanical pumping will be avoided in distribution while installing water tower at the selected site using water gem analysis giving required height of the water tower. After Finalization of hydraulic model and validation of steady state analysis, shape files for each component of Hydraulic model will be exported and mapped on GIS software. For preparation of GIS data set imagery received from City office will be Geo-Ref on exact given coordinates, after validation of given geo-refed image by City staff all the shape files exported through water gems will accurately be plotted and data information (pressure, elevation, position and status) for all the system components will be assigned and submitted for final review and acceptance by City Engineer.

### **ANX-A**

### **FINANCIAL BID FOR ON CALL ENGINEERING SERVICES, CITY OF FORT LUPTON** **COLORADO**



| <b>Description</b>                                                                                                          | <b>Amount<br/>(USD)</b> | <b>Time</b>           |
|-----------------------------------------------------------------------------------------------------------------------------|-------------------------|-----------------------|
| STAGE-1<br>Determine viability of City parcel for<br>location of elevated tank                                              | 3,000 \$                | 7 Days                |
| STAGE-2<br>Edit Existing model with elevated tank<br>and connecting pipes to existing system                                | 7,000 \$                | 14 x Days             |
| STAGE-3<br>Determine additional system<br>requirements for tank to replace pump<br>station including detail analysis report | 5,000 \$                | 7 x Days              |
| <b><u>GRAND TOTAL</u></b>                                                                                                   | <b><u>15,000 \$</u></b> | <b><u>28 Days</u></b> |

Note:

i). The above quoted bid is exclusive of all the taxes being levy by the Government and current legislations imposed.

ii). For Cost breakdown refer to ANX-A.

Muhammad Awais Majeed

CEO (EDC)



**SUBJECT FOR DISCUSSION**

Approve Change Order Number 3 to Contract Agreement with Colorado Paving Inc. For College Ave/9th St Repaving Project for an amount not to Exceed \$408,000.00 From the Street Sales Tax Fund.

**SUMMARY STATEMENT/BACKGROUND DISCUSSION**

The current contract agreement with Colorado Paving Inc. was executed May 21, 2021 and was awarded \$2,172,394.50 to cover portions of the overall project as bid. Items that were deleted from the overall project included curb and gutter along College Avenue, sidewalks along 9th Street and half the pavement section for College Avenue. Change Order No. 1 was issued on October 19, 2021 to modify included elements for priority. The College Avenue paving was deleted and curb and gutter and sidewalk were added back for 9th Street. Change Order No. 2 restored all elements of the 9th St and College Ave to complete the as bid project. Additionally, the south end of College was added to provide connection to Highway 52 and restore the originally constructed, 20-year old pavement. Total project cost is \$1,357,577.35.

Change Order No. 3 is required to compensate the contractor for additional surcharges imposed by material suppliers and additional work orders in contingency for unforeseen utility conflicts.

Remaining items in the construction project include signing and striping, pavement placed in Schedule 2 and all of Schedule 2a (south end of College connection to Hwy 52).

Additional participation from developments amount to \$705,198 from the original project scope. \$328,076 has been received from the Cottonwood development and \$20,930 from the Colorado Air National Guard for work completed that is included in the contingency.

**FINANCIAL CONSIDERATIONS**

The Street Sales Tax Fund had \$50,000 budgeted remaining for the College Ave paving project. Additional funds will be required to be relocated for this change order.

**LEGAL/POLITICAL CONSIDERATIONS**

None.

**ALTERNATIVES/OPTIONS**

- Approve the change order
- Do not approve
- Modify to remove elements of project

**STAFF RECOMMENDATIONS**

Staff recommends approving the Change Order No. 3 to the College Ave/9th St Repaving Project contract with Colorado Paving Inc. for not to exceed \$408,000.00.

**Attachments:**

- a. Change Order No 3 - Colorado Paving Inc.
- b. Project summary

**Certification of Council Approval:**

Ordinance No. \_\_\_\_\_

Resolution No. \_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

## College Ave / 9th St Project Summary

|                                                                                           | <b>BidTab</b>           | <b>Awarded</b>  | <b>CO #1</b>    | <b>CO #2</b>    | <b>Current</b>         | <b>Remaining</b> |
|-------------------------------------------------------------------------------------------|-------------------------|-----------------|-----------------|-----------------|------------------------|------------------|
|                                                                                           | 4/30/2021               | 5/18/2021       | 10/1/2021       | 3/15/2022       | 6/20/2022              |                  |
| Schedule 1                                                                                | \$ 1,065,524.00         | \$ 1,065,524.00 | \$ 1,061,699.00 | \$ 1,065,524.00 | \$ 1,164,960.86        | \$ 14,930.00     |
| Schedule 2                                                                                | \$ 707,378.00           | \$ 425,040.75   | \$ 35,170.00    | \$ 707,378.00   | \$ 641,732.95          | \$ 106,150.00    |
| Schedule 2a                                                                               |                         |                 |                 | \$ 152,298.41   | \$ 648.00              | \$ 168,475.41    |
| Schedule 3                                                                                | \$ 814,329.75           | \$ 814,329.75   | \$ 812,609.75   | \$ 813,153.75   | \$ 911,905.25          | \$ 13,080.00     |
| Schedule 4                                                                                | \$ 233,823.50           |                 |                 |                 |                        |                  |
| Contingency                                                                               |                         | \$ 180,000.00   | \$ 180,000.00   | \$ 180,000.00   | \$ 201,356.87          | \$ 105,000.00    |
|                                                                                           |                         |                 |                 |                 |                        |                  |
| Total                                                                                     | \$ 2,821,055.25         | \$ 2,484,894.50 | \$ 2,089,478.75 | \$ 2,918,354.16 | \$ 2,806,108.20        | \$ 407,635.41    |
|                                                                                           |                         |                 |                 | retained        | \$ 114,495.73          |                  |
|                                                                                           |                         |                 |                 |                 |                        |                  |
| Award deleted sidewalk along 9th St, 2 lanes paved for College Ave no c&g or sidewalk     |                         |                 |                 |                 |                        |                  |
| CO #1 revised quantities to focus full section on 9th Ave.                                |                         |                 |                 |                 |                        |                  |
| CO #2 revised for full College Ave added back in with additional south end work at Hwy 52 |                         |                 |                 |                 |                        |                  |
|                                                                                           |                         |                 |                 |                 |                        |                  |
|                                                                                           | REQ01147                | 9/22/2021       | \$ 2,172,394.50 |                 |                        |                  |
|                                                                                           | REQ01289                | 3/15/2022       |                 | \$ 750,000.00   |                        |                  |
|                                                                                           | <b>Total Authorized</b> |                 |                 |                 | <b>\$ 2,922,394.50</b> |                  |
|                                                                                           |                         |                 |                 |                 |                        |                  |
|                                                                                           |                         |                 | <b>2021</b>     | <b>2022</b>     | <b>left/extra</b>      |                  |
| <b>Cottonwood Greens F1-3 Share Sch 1</b>                                                 |                         |                 | \$ 213,004.50   | \$ 328,076.50   | \$ 115,072.00          |                  |
| <b>Cottonwood Greens F4 Share Sch 3</b>                                                   |                         |                 | \$ 125,086.86   | \$ 163,980.72   | \$ 38,893.86           |                  |
| <b>COANG</b>                                                                              |                         |                 |                 | \$ 20,930.00    | \$ 20,930.00           |                  |
| <b>Cottonwood Filing 5-10</b>                                                             |                         |                 |                 | \$ 109,007.68   | \$ 109,007.68          |                  |
| <b>CoyoteCrF6</b>                                                                         |                         |                 |                 | \$ 300,635.51   | \$ 300,635.51          |                  |
| <b>Aims</b>                                                                               |                         |                 |                 | \$ 120,658.83   | \$ 120,658.83          |                  |
|                                                                                           |                         |                 |                 |                 |                        |                  |
| <b>200-3100 Street Sales Tax Fund</b>                                                     |                         |                 |                 |                 |                        |                  |
| 9th Street (2021)                                                                         |                         |                 | \$ 610,000.00   | \$ 1,814,484.50 |                        |                  |
| College Av (2021)                                                                         |                         |                 | \$ 410,000.00   |                 |                        |                  |
| Harrison Av (2021)                                                                        |                         |                 | \$ 580,000.00   |                 |                        |                  |
| College Av (2022)                                                                         |                         |                 |                 | \$ 800,000.00   | \$ 50,000.00           |                  |
|                                                                                           |                         |                 |                 |                 |                        |                  |
| <b>450-3200 Storm Drainage Enterprise Fund</b>                                            |                         |                 |                 |                 |                        |                  |
| 9th / Hoover (2021)                                                                       |                         |                 | \$ 190,000.00   | \$ 247,685.00   |                        |                  |
| Harrison St (2021)                                                                        |                         |                 | \$ 230,000.00   |                 |                        |                  |
|                                                                                           |                         |                 |                 |                 |                        |                  |
| <b>400-5010 Water Line Repairs</b>                                                        |                         |                 |                 |                 |                        |                  |
| Valve Replace (2021)                                                                      |                         |                 | \$ 50,000.00    | \$ 110,225.00   |                        |                  |
| Water Line Repair (2021)                                                                  |                         |                 | \$ 75,000.00    |                 |                        |                  |
|                                                                                           |                         |                 |                 |                 |                        |                  |
|                                                                                           |                         |                 | \$ 2,483,091.36 | \$ 2,972,394.50 | \$ 755,197.88          |                  |

**City of Fort Lupton, Colorado**  
**Public Works Department**

## Change Order

**No. 3**

Date of Issuance: **August 2, 2022**

Effective Date: **August 2, 2022**

|                                                     |                                   |                                        |
|-----------------------------------------------------|-----------------------------------|----------------------------------------|
| Project: <b>College Ave/9th St Repaving Project</b> | Owner: <b>City of Fort Lupton</b> | Owner's Contract No.: <b>FTL202102</b> |
| Contractor: <b>Colorado Paving, Inc.</b>            |                                   | Date of Contract: <b>May 21, 2021</b>  |

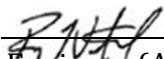
**The Contract Documents are modified as follows upon execution of this Change Order:**

Revised quantities, addition of material surcharge and added Contingency Fund. Extended time of completion due to weather, material availability and CDOT permit issuance.

**Attachments (list documents supporting change): Revised Quantities Proposal**

| CHANGE IN CONTRACT PRICE:                                                                                    | CHANGE IN CONTRACT TIME:                                                                                                                                                                                                               |
|--------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Original Contract Price:<br><br>\$ <u><b>2,172,394.50</b></u>                                                | Original Contract <input type="checkbox"/> Working <input checked="" type="checkbox"/> Calendar<br>Substantial completion (days or date): <u><b>03/01/2022</b></u><br>Ready for final payment (days or date): <u><b>03/15/2022</b></u> |
| Increase from previously approved Change Orders No. <u>1</u> to No. ____:<br><br>\$ <u><b>750,000.00</b></u> | [Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> :<br>Substantial completion (days): <u><b>75</b></u><br>Ready for final payment (days): _____                                                |
| Contract Price prior to this Change Order:<br><br>\$ <u><b>2,922,394.50</b></u>                              | Contract Times prior to this Change Order:<br>Substantial completion or date: <u><b>06/15/2022</b></u><br>Ready for final payment or date: <u><b>06/29/2022</b></u>                                                                    |
| Increase of this Change Order:<br><br>\$ <u><b>408,000.00</b></u>                                            | Increase of this Change Order:<br>Substantial completion days: _____<br>Ready for final payment date: _____                                                                                                                            |
| Contract Price incorporating this Change<br><br>\$ <u><b>3,330,394.50</b></u>                                | Contract Times with all approved Change Orders:<br>Substantial completion (days or date): <u><b>09/15/2022</b></u><br>Ready for final payment (days or date): <u><b>09/29/2022</b></u>                                                 |

**RECOMMENDED:**

By:   
Engineer (Authorized)  
Date: July 27, 2022

**AUTHORIZED:**

By: \_\_\_\_\_  
Owner (Authorized)  
Date: \_\_\_\_\_

**ACCEPTED:**

By: \_\_\_\_\_  
Contractor (Authorized)  
Date: \_\_\_\_\_

**College Ave/9th St Repaving Project**

**College Avenue and 9th Street Repaving Project**Colorado Paving, Inc.  
15210 Edna Drive  
Brighton, CO 80603

Pay Application

7/30/2022

Invoice #

2021-907

|                                                  |     |  |  |  | BUDGET/Contracted | This Period | Previous        | Total to Date   | Remaining     |
|--------------------------------------------------|-----|--|--|--|-------------------|-------------|-----------------|-----------------|---------------|
| TOTAL                                            |     |  |  |  | \$ 2,860,202.91   | \$ -        | \$ 2,758,778.73 | \$ 2,758,778.73 | \$ 405,635.41 |
| Schedule 1 - 9th St - STA: 8+10.00-26+94.17      |     |  |  |  | \$ 1,088,774.00   | \$ -        | \$ 1,164,960.86 | \$ 1,164,960.86 | \$ 14,930.00  |
| Schedule 2 - College Ave - STA: Start - 17+48.93 |     |  |  |  | \$ 590,364.25     | \$ -        | \$ 479,907.75   | \$ 479,907.75   | \$ 106,150.00 |
| Schedule 2B - College Ave - Hwy 52               |     |  |  |  | \$ 167,123.41     | \$ -        | \$ 648.00       | \$ 648.00       | \$ 166,475.41 |
| Schedule 3 - 9th St - STA: 27+92.56-49+07.99     |     |  |  |  | \$ 833,941.25     | \$ -        | \$ 911,905.25   | \$ 911,905.25   | \$ 13,080.00  |
| CONTINGENCY ~9%                                  |     |  |  |  | \$ 180,000.00     | \$ -        | \$ 201,356.87   | \$ 201,356.87   | \$ 105,000.00 |
| 11/4/2021 Work Order                             |     |  |  |  |                   |             | \$ 36,661.37    | \$ 36,661.37    |               |
| 11/26/2021 Work Order                            |     |  |  |  |                   |             | \$ 76,740.52    | \$ 76,740.52    |               |
| 4/12/2022 WO - College Manhole/valve removal     |     |  |  |  |                   |             | \$ 27,954.00    | \$ 27,954.00    |               |
| 4/12/2022 Gianna Connection                      |     |  |  |  |                   |             | \$ 33,110.00    | \$ 33,110.00    |               |
| 5/27/2022 COANG Waterline                        |     |  |  |  |                   |             | \$ 26,890.98    | \$ 26,890.98    |               |
| 7/8/2022 9th St restoration to pave              |     |  |  |  |                   |             |                 |                 |               |
| RETAINAGE                                        | 10% |  |  |  |                   |             | \$ 114,495.73   | \$ 114,495.73   |               |
| Due this Invoice                                 |     |  |  |  |                   | \$ -        | \$ 2,068,889.43 | \$ 2,644,283.00 |               |

| Schedule 1 - 9th St - STA: 8+10.00-26+94.17                               |                         |                                              |              |               |              |       |                 |                   |                |          |        |          |                |          |                |          |             |
|---------------------------------------------------------------------------|-------------------------|----------------------------------------------|--------------|---------------|--------------|-------|-----------------|-------------------|----------------|----------|--------|----------|----------------|----------|----------------|----------|-------------|
| Payment Item No.                                                          | Specification Reference | Description of Work                          | Payment Unit | Length (Feet) | Width (Feet) | Qty   | Rate in Numbers | Amount in Numbers |                | Quantity | Cost   | Quantity | Cost           | Quantity | Cost           | Quantity | Cost        |
| <b>Sch 1 Total</b>                                                        |                         |                                              |              |               |              |       |                 |                   | \$1,088,774.00 |          | \$0.00 |          | \$1,164,960.86 |          | \$1,164,960.86 |          | \$14,930.00 |
| <b>Division 100 - General Provisions</b>                                  |                         |                                              |              |               |              |       |                 |                   |                |          |        |          |                |          |                |          |             |
| 1                                                                         | TS 16-101               | Mobilization                                 | LS           |               |              | 1     | \$1,000.00      | \$1,000.00        |                | \$       | -      | 1.0      | \$ 1,000.00    | 1.0      | \$ 1,000.00    | 0.0      | \$ -        |
| 2                                                                         | TS 16-102               | Traffic Control                              | LS           |               |              | 1     | \$2,500.00      | \$2,500.00        |                | \$       | -      | 1.0      | \$ 2,500.00    | 1.0      | \$ 2,500.00    | 0.0      | \$ -        |
| 3                                                                         | TS 16-103               | Construction Surveying/Staking               | LS           |               |              | 1     | \$8,400.00      | \$8,400.00        |                | \$       | -      | 1.0      | \$ 8,400.00    | 1.0      | \$ 8,400.00    | 0.0      | \$ -        |
| 4                                                                         | TS 16-104               | Material Testing/QC                          | LS           |               |              | 1     | \$6,000.00      | \$6,000.00        |                | \$       | -      | 1.0      | \$ 6,000.00    | 1.0      | \$ 6,000.00    | 0.0      | \$ -        |
| 5                                                                         | TS 16-105               | Vacuum Truck/Potholing                       | LS           |               |              | 1     | \$1,500.00      | \$1,500.00        |                | \$       | -      | 1.0      | \$ 1,500.00    | 1.0      | \$ 1,500.00    | 0.0      | \$ -        |
| <b>Subtotal, Division 100</b>                                             |                         |                                              |              |               |              |       |                 |                   | \$19,400.00    |          | \$     | -        | \$ 19,400.00   |          | \$ 19,400.00   |          | \$          |
| <b>Division 200 - Demolition, Earthwork, Erosion Control, And Seeding</b> |                         |                                              |              |               |              |       |                 |                   |                |          |        |          |                |          |                |          |             |
| 6                                                                         | TS 16-201               | Mill Existing Asphalt (Full-Depth)           | SY           |               |              | 6,300 | \$3.20          | \$20,160.00       |                | \$       | -      | 6,300.0  | \$ 20,160.00   | 6,300.0  | \$ 20,160.00   | 0.0      | \$ -        |
|                                                                           |                         | 9th St: Sta. 8+10.00 - Sta. 26+94.17         |              |               |              |       |                 |                   |                |          |        |          |                |          |                |          |             |
| 11                                                                        | TS 16-201               | Remove 6'H Chain Link Fence                  | LF           |               |              | 1,675 | \$1.50          | \$2,512.50        |                | \$       | -      | 1,675.0  | \$ 2,512.50    | 1,675.0  | \$ 2,512.50    | 0.0      | \$ -        |
|                                                                           |                         | 9th St: Between Sta. 15+90 to Sta. 7+90, RT  |              |               | 789          |       |                 |                   |                |          |        |          |                |          |                |          |             |
|                                                                           |                         | 9th St: Between Sta. 27+10 to Sta. 19+00, RT |              |               | 872          |       |                 |                   |                |          |        |          |                |          |                |          |             |
| 12                                                                        | TS 16-201               | Remove Barbed Wire Fence                     | LF           |               |              | 1,950 | \$1.25          | \$2,437.50        |                | \$       | -      | 1,950.0  | \$ 2,437.50    | 1,950.0  | \$ 2,437.50    | 0.0      | \$ -        |
|                                                                           |                         | 9th St: Between Sta. 9+50 to Sta. 7+90, RT   |              |               | 162          |       |                 |                   |                |          |        |          |                |          |                |          |             |
|                                                                           |                         | 9th St: Between Sta. 26+90 to Sta. 8+80, LT  |              |               | 1,777        |       |                 |                   |                |          |        |          |                |          |                |          |             |
| 14                                                                        | TS 16-201               | Remove Existing Storm Manhole                | EA           |               |              | 1     | \$1,500.00      | \$1,500.00        |                | \$       | -      | 1.0      | \$ 1,500.00    | 1.0      | \$ 1,500.00    | 0.0      | \$ -        |
|                                                                           |                         | 9th St: Sta. 10+10, RT                       |              |               |              |       |                 |                   |                |          |        |          |                |          |                |          |             |
| 17                                                                        | TS 16-201               | Remove Existing Fire Hydrant                 | EA           |               |              | 2.00  | \$1,500.00      | \$3,000.00        |                | \$       | -      | 2.0      | \$ 3,000.00    | 2.0      | \$ 3,000.00    | 0.0      | \$ -        |
|                                                                           |                         | 9th St: Sta. 15+00 LT                        |              |               | 1.00         |       |                 |                   |                |          |        |          |                |          |                |          |             |
|                                                                           |                         | 9th St: Sta. 27+60, RT                       |              |               | 1.00         |       |                 |                   |                |          |        |          |                |          |                |          |             |
| 18                                                                        | TS 16-201               | Remove Existing Steel Bollards               | EA           |               |              | 2.00  | \$500.00        | \$1,000.00        |                | \$       | -      | 2.0      | \$ 1,000.00    | 2.0      | \$ 1,000.00    | 0.0      | \$ -        |
|                                                                           |                         | 9th St: Sta. 15+00 LT                        |              |               | 2.00         |       |                 |                   |                |          |        |          |                |          |                |          |             |

| Schedule 1 - 9th St - STA: 8+10.00-26+94.17 |                         |                                                                                                     |              |               |              |        |                 |                   |          |      |               |               |               |               |             |             |
|---------------------------------------------|-------------------------|-----------------------------------------------------------------------------------------------------|--------------|---------------|--------------|--------|-----------------|-------------------|----------|------|---------------|---------------|---------------|---------------|-------------|-------------|
| Payment Item No.                            | Specification Reference | Description of Work                                                                                 | Payment Unit | Length (Feet) | Width (Feet) | Qty    | Rate in Numbers | Amount in Numbers | Quantity | Cost | Quantity      | Cost          | Quantity      | Cost          | Quantity    | Cost        |
| 20                                          | TS 16-201               | Remove Existing Stop Signs                                                                          | EA           |               |              | 2.00   | \$150.00        | \$300.00          |          | \$ - | 0.0           | \$ -          | 0.0           | \$ -          | 2.0         | \$ 300.00   |
|                                             |                         | College Ave Intersection                                                                            |              | 2.00          |              |        |                 |                   |          |      |               |               |               |               |             |             |
| 22                                          | TS 16-202               | Unclassified Excavation (Over Ex) of Existing Road 1 ft. Soil Stabilization (fly ash)(lime)(cement) | SY           |               |              | 12,500 | \$9.25          | \$115,625.00      | \$       | -    | 9,435.0       | \$ 87,273.75  | 9,435.0       | \$ 87,273.75  | 3,065.0     |             |
|                                             |                         | 9th Street: Sta. 8+10.00 - 26+94.17                                                                 |              |               |              |        |                 |                   |          |      |               |               |               |               |             |             |
| 23                                          | TS 16-202               | Subgrade Preparation                                                                                | SY           |               |              | 12,500 | \$1.85          | \$23,125.00       | \$       | -    | 18,889.0      | \$ 34,944.65  | 18,889.0      | \$ 34,944.65  | -6,389.0    |             |
|                                             |                         | 9th Street: Sta. 8+10.00 - 26+94.17                                                                 |              |               |              |        |                 |                   |          |      |               |               |               |               |             |             |
| 24                                          | TS 16-202               | Sub-Excavation (CUT)                                                                                | CY           |               |              | 3,600  | \$8.00          | \$28,800.00       | \$       | -    | 5,240.0       | \$ 41,920.00  | 5,240.0       | \$ 41,920.00  | -1,640.0    |             |
|                                             |                         | 9th Street: Sta. 8+10.00 - 26+94.17                                                                 |              |               |              |        |                 |                   |          |      |               |               |               |               |             |             |
| 25                                          | TS 16-202               | Embankment (FILL)                                                                                   | CY           |               |              | 925    | \$8.00          | \$7,400.00        | \$       | -    | 1,125.0       | \$ 9,000.00   | 1,125.0       | \$ 9,000.00   | -200.0      |             |
|                                             |                         | 9th Street: Sta. 8+10.00 - 26+94.17                                                                 |              |               |              |        |                 |                   |          |      |               |               |               |               |             |             |
| 26                                          | TS 16-202               | Select Borrow Fill                                                                                  | CY           |               |              | 0      | \$8.00          | \$0.00            | \$       | -    | 0.0           | \$ -          | 0.0           | \$ -          | 0.0         | \$ -        |
|                                             |                         | 9th Street: Sta. 8+10.00 - 26+94.17                                                                 |              |               |              |        |                 |                   |          |      |               |               |               |               |             |             |
| 31                                          | TS 16-205               | Topsoil Placement, 4"                                                                               | SY           |               |              | 3,600  | \$4.84          | \$17,424.00       | \$       | -    | 3,600.0       | \$ 17,424.00  | 3,600.0       | \$ 17,424.00  | 0.0         | \$ -        |
| 32                                          | TS 16-206               | Permanent Seeding                                                                                   | SY           |               |              | 3,600  | \$0.50          | \$1,800.00        | \$       | -    | 0.0           | \$ -          | 0.0           | \$ -          | 3,600.0     |             |
| 34                                          | TS 16-208               | Concrete Washout Area                                                                               | EA           |               |              | 1      | \$200.00        | \$200.00          | \$       | -    | 1.0           | \$ 200.00     | 1.0           | \$ 200.00     | 0.0         | \$ -        |
|                                             |                         | 9th Street: Sta. 27+00, LT                                                                          |              | 1             |              |        |                 |                   |          |      |               |               |               |               |             |             |
| 36                                          | TS 16-208               | Outlet Protection; D50=9" Rock Riprap                                                               | CY           |               |              | 20     | \$125.00        | \$2,500.00        | \$       | -    | 0.0           | \$ -          | 0.0           | \$ -          | 20.0        | \$ 2,500.00 |
|                                             |                         | 9th Street: Sta. 8+00, LT                                                                           |              | 10            |              |        |                 |                   |          |      |               |               |               |               |             |             |
|                                             |                         | 9th Street: Sta. 8+00, RT                                                                           |              | 10            |              |        |                 |                   |          |      |               |               |               |               |             |             |
| Subtotal, Division 200                      |                         |                                                                                                     |              |               |              |        |                 | \$227,784.00      | \$       | -    | \$ 221,372.40 | \$ 221,372.40 | \$ 221,372.40 | \$ 221,372.40 | \$ 2,800.00 |             |
| Division 300 - Aggregate Base Courses       |                         |                                                                                                     |              |               |              |        |                 |                   |          |      |               |               |               |               |             |             |
| 37                                          | TS 16-301               | Furnish and Place Aggregate Base Course, Class 6 8" Depth                                           | SY           |               |              | 12,500 | \$7.48          | \$93,500.00       | \$       | -    | 18,889.0      | \$ 141,289.72 | 18,889.0      | \$ 141,289.72 | -6,389.0    |             |
| Subtotal, Division 300                      |                         |                                                                                                     |              |               |              |        |                 | \$93,500.00       | \$       | -    | \$ 141,289.72 | \$ 141,289.72 | \$ 141,289.72 | \$ 141,289.72 | \$ -        |             |
| Division 400 - Pavements                    |                         |                                                                                                     |              |               |              |        |                 |                   |          |      |               |               |               |               |             |             |
| 38                                          | TS 16-401               | HMA Grade SX - Pavement Area: 1.5"                                                                  | TON          |               |              | 800    | \$78.00         | \$62,400.00       | \$       | -    | 1,032.6       | \$ 80,542.80  | 1,032.6       | \$ 80,542.80  | -232.6      |             |
| 38a                                         |                         | HMA Material Increase                                                                               | TON          |               |              | 800    | \$10.50         | \$8,400.00        | \$       | -    | 1,032.6       | \$ 10,842.30  | 1,032.6       | \$ 10,842.30  | -232.6      |             |
| 39                                          | TS 16-401               | HMA Grade S - Pavement Area: 2.5"                                                                   | TON          |               |              | 1,325  | \$71.00         | \$94,075.00       | \$       | -    | 1,162.2       | \$ 82,513.36  | 1,162.2       | \$ 82,513.36  | 162.8       |             |
| 38a                                         |                         | HMA Material Increase                                                                               | TON          |               |              | 1,325  | \$8.00          | \$10,600.00       | \$       | -    | 1,162.2       | \$ 9,297.28   | 1,162.2       | \$ 9,297.28   | 162.8       |             |
| 40                                          | TS 16-412               | 30" Concrete Curb and Gutter                                                                        | LF           |               |              | 3,850  | \$21.00         | \$80,850.00       | \$       | -    | 4,158.0       | \$ 87,318.00  | 4,158.0       | \$ 87,318.00  | -308.0      |             |
|                                             |                         | 9th Street                                                                                          |              |               |              |        |                 |                   |          |      |               |               |               |               |             |             |
|                                             |                         | Sta. 26+94.17 to 8+10.00, RT                                                                        |              | 1884          |              |        |                 |                   |          |      |               |               |               |               |             |             |
|                                             |                         | Sta. 26+94.17 to 7+77.04, LT                                                                        |              | 1917          |              |        |                 |                   |          |      |               |               |               |               |             |             |
| 45                                          | TS 16-412               | Concrete Sidewalk - 10' W                                                                           | SF           |               |              | 38,500 | \$5.00          | \$192,500.00      | \$       | -    | 42,450.0      | \$ 212,250.00 | 42,450.0      | \$ 212,250.00 | -3,950.0    |             |
|                                             |                         | 9th Street:                                                                                         |              |               |              |        |                 |                   |          |      |               |               |               |               |             |             |
|                                             |                         | Sta. 26+94.17 to 7+77.04, LT                                                                        |              | 1917          | 10           | 19,171 |                 |                   |          |      |               |               |               |               |             |             |
|                                             |                         | Sta. 26+94.17 to 8+10, RT                                                                           |              | 1884          | 10           | 18,842 |                 |                   |          |      |               |               |               |               |             |             |
| 47                                          | TS 16-412               | Concrete Cross Pan - 4' W                                                                           | LF           |               |              | 85     | \$50.00         | \$4,250.00        | \$       | -    | 0.0           | \$ -          | 0.0           | \$ -          | 85.0        | \$ 4,250.00 |
|                                             |                         | Gianna St                                                                                           |              |               |              |        |                 |                   |          |      |               |               |               |               |             |             |
|                                             |                         | Sta. 42+77, RT                                                                                      |              | 73.93         |              |        |                 |                   |          |      |               |               |               |               |             |             |
| 50                                          | TS 16-412               | Concrete Pavement Curb Ramps (Type R20)                                                             | EA           |               |              | 2      | \$3,500.00      | \$7,000.00        | \$       | -    | 4.0           | \$ 14,000.00  | 4.0           | \$ 14,000.00  | -2.0        |             |
|                                             |                         | 9th Street:                                                                                         |              |               |              |        |                 |                   |          |      |               |               |               |               |             |             |
|                                             |                         | Sta. 8+23.8, LT                                                                                     |              |               |              | 1      |                 |                   |          |      |               |               |               |               |             |             |
|                                             |                         | Sta. 8+26, RT                                                                                       |              |               |              | 1      |                 |                   |          |      |               |               |               |               |             |             |
|                                             |                         | Gianna Street                                                                                       |              |               |              | 2      |                 |                   |          |      |               |               |               |               |             |             |
| Subtotal, Division 400                      |                         |                                                                                                     |              |               |              |        |                 | \$460,075.00      | \$       | -    | \$ 496,763.74 | \$ 496,763.74 | \$ 496,763.74 | \$ 496,763.74 | \$ 4,250.00 |             |
| Division 500 - Pipes                        |                         |                                                                                                     |              |               |              |        |                 |                   |          |      |               |               |               |               |             |             |
| 51                                          | TS 16-503               | 6" Dia. PVC (new fire hydrant laterals)                                                             | LF           |               |              | 35     | \$70.00         | \$2,450.00        | \$       | -    | 35.0          | \$ 2,450.00   | 35.0          | \$ 2,450.00   | 0.0         | \$ -        |
|                                             |                         | 9th Street:                                                                                         |              |               |              |        |                 |                   |          |      |               |               |               |               |             |             |
|                                             |                         | WL1-P1                                                                                              |              | 17            |              |        |                 |                   |          |      |               |               |               |               |             |             |
|                                             |                         | College Ave:                                                                                        |              |               |              |        |                 |                   |          |      |               |               |               |               |             |             |
|                                             |                         | WL2-P1                                                                                              |              | 14            |              |        |                 |                   |          |      |               |               |               |               |             |             |
| 53                                          | TS 16-503               | Connect to Existing 21" Dia. WM @ Water Valve                                                       | EA           |               |              | 1      | \$4,000.00      | \$4,000.00        | \$       | -    | 1.0           | \$ 4,000.00   | 1.0           | \$ 4,000.00   | 0.0         | \$ -        |
|                                             |                         | 9th Street - Sta. 14+95, LT (WL1-POC1)                                                              |              | 1             |              |        |                 |                   |          |      |               |               |               |               |             |             |
| 56                                          | TS 16-503               | Connect to Existing 14" Dia. WM w/ 14"x6" Tee w/TB                                                  | EA           |               |              | 1      | \$12,000.00     | \$12,000.00       | \$       | -    | 1.0           | \$ 12,000.00  | 1.0           | \$ 12,000.00  | 0.0         | \$ -        |
|                                             |                         | College Ave - Sta. 1+74 (WL2-POC1)                                                                  |              | 1             |              |        |                 |                   |          |      |               |               |               |               |             |             |

| Schedule 1 - 9th St - STA: 8+10.00-26+94.17 |                         |                                                                                                                                                                                                                                  |              |                          |              |       |                 |                   |          |      |          |               |          |               |          |             |
|---------------------------------------------|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------------------|--------------|-------|-----------------|-------------------|----------|------|----------|---------------|----------|---------------|----------|-------------|
| Payment Item No.                            | Specification Reference | Description of Work                                                                                                                                                                                                              | Payment Unit | Length (Feet)            | Width (Feet) | Qty   | Rate in Numbers | Amount in Numbers | Quantity | Cost | Quantity | Cost          | Quantity | Cost          | Quantity | Cost        |
| 57                                          | TS 16-503               | Fire Hydrant w/ 6" Gate Valve<br>9th Street - Sta. 14+95, LT<br>College Ave - Sta. 1+74, RT                                                                                                                                      | EA           | 1                        |              | 2     | \$7,000.00      | \$14,000.00       |          | \$ - | 2.0      | \$ 14,000.00  | 2.0      | \$ 14,000.00  | 0.0      | \$ -        |
| 58                                          | TS 16-505               | Storm Manhole Type B (Sta. 40+90, LT)                                                                                                                                                                                            | EA           |                          |              | 1     | \$5,800.00      | \$5,800.00        |          | \$ - | 1.0      | \$ 5,800.00   | 1.0      | \$ 5,800.00   | 0.0      | \$ -        |
| 59                                          | TS 16-505               | 4' Dia. Storm Manhole<br>College Ave:                                                                                                                                                                                            | EA           |                          |              | 5     | \$4,000.00      | \$20,000.00       |          | \$ - | 5.0      | \$ 20,000.00  | 5.0      | \$ 20,000.00  | 0.0      | \$ -        |
|                                             |                         | MH5                                                                                                                                                                                                                              |              | 1                        |              |       |                 |                   |          |      |          |               |          |               |          |             |
|                                             |                         | MH4                                                                                                                                                                                                                              |              | 1                        |              |       |                 |                   |          |      |          |               |          |               |          |             |
|                                             |                         | MH3                                                                                                                                                                                                                              |              | 1                        |              |       |                 |                   |          |      |          |               |          |               |          |             |
|                                             |                         | 9th Street:                                                                                                                                                                                                                      |              |                          |              |       |                 |                   |          |      |          |               |          |               |          |             |
|                                             |                         | MH1                                                                                                                                                                                                                              |              | 1                        |              |       |                 |                   |          |      |          |               |          |               |          |             |
|                                             |                         | MH2                                                                                                                                                                                                                              |              | 1                        |              |       |                 |                   |          |      |          |               |          |               |          |             |
| 60                                          | TS 16-505               | 10' Type R Inlet<br>9th Street:                                                                                                                                                                                                  | EA           |                          |              | 4     | \$6,000.00      | \$24,000.00       |          | \$ - | 5.0      | \$ 30,000.00  | 5.0      | \$ 30,000.00  | -1.0     |             |
|                                             |                         | INL 1                                                                                                                                                                                                                            |              | 1                        |              |       |                 |                   |          |      |          |               |          |               |          |             |
|                                             |                         | INL 2                                                                                                                                                                                                                            |              | 1                        |              |       |                 |                   |          |      |          |               |          |               |          |             |
|                                             |                         | Note: No INL 3 or INL 4                                                                                                                                                                                                          |              |                          |              |       |                 |                   |          |      |          |               |          |               |          |             |
|                                             |                         | College Ave:                                                                                                                                                                                                                     |              |                          |              |       |                 |                   |          |      |          |               |          |               |          |             |
|                                             |                         | INL 5                                                                                                                                                                                                                            |              | 1                        |              |       |                 |                   |          |      |          |               |          |               |          |             |
|                                             |                         | INL 6                                                                                                                                                                                                                            |              | 1                        |              |       |                 |                   |          |      |          |               |          |               |          |             |
| 61                                          | TS 16-505               | 18" Dia. RCP CLIII Storm Sewer Pipe<br>College Ave:                                                                                                                                                                              | LF           |                          |              | 1,265 | \$63.00         | \$79,695.00       |          | \$ - | 1,265.0  | \$ 79,695.00  | 1,265.0  | \$ 79,695.00  | 0.0      | \$ -        |
|                                             |                         | P9                                                                                                                                                                                                                               |              | 400                      |              |       |                 |                   |          |      |          |               |          |               |          |             |
|                                             |                         | P8                                                                                                                                                                                                                               |              | 400                      |              |       |                 |                   |          |      |          |               |          |               |          |             |
|                                             |                         | P7                                                                                                                                                                                                                               |              | 407                      |              |       |                 |                   |          |      |          |               |          |               |          |             |
|                                             |                         | P6                                                                                                                                                                                                                               |              | 52                       |              |       |                 |                   |          |      |          |               |          |               |          |             |
| 62                                          | TS 16-505               | 24" Dia. RCP CLIII Storm Sewer Pipe<br>9th Street:                                                                                                                                                                               | LF           |                          |              | 1,110 | \$74.00         | \$82,140.00       |          | \$ - | 1,110.0  | \$ 82,140.00  | 1,110.0  | \$ 82,140.00  | 0.0      | \$ -        |
|                                             |                         | P2                                                                                                                                                                                                                               |              | 52                       |              |       |                 |                   |          |      |          |               |          |               |          |             |
|                                             |                         | P3                                                                                                                                                                                                                               |              | 592                      |              |       |                 |                   |          |      |          |               |          |               |          |             |
|                                             |                         | P4                                                                                                                                                                                                                               |              | 400                      |              |       |                 |                   |          |      |          |               |          |               |          |             |
|                                             |                         | P5                                                                                                                                                                                                                               |              | 44                       |              |       |                 |                   |          |      |          |               |          |               |          |             |
|                                             |                         | 9th Street:                                                                                                                                                                                                                      |              |                          |              |       |                 |                   |          |      |          |               |          |               |          |             |
|                                             |                         | P11                                                                                                                                                                                                                              |              | 5                        |              |       |                 |                   |          |      |          |               |          |               |          |             |
|                                             |                         | P12                                                                                                                                                                                                                              |              | 6                        |              |       |                 |                   |          |      |          |               |          |               |          |             |
| 63                                          | TS 16-505               | 30" Dia. RCP CLIII Storm Sewer Pipe<br>P1                                                                                                                                                                                        | LF           |                          |              | 350   | \$103.00        | \$36,050.00       |          | \$ - | 350.0    | \$ 36,050.00  | 350.0    | \$ 36,050.00  | 0.0      | \$ -        |
|                                             |                         | P10                                                                                                                                                                                                                              |              | 38                       |              |       |                 |                   |          |      |          |               |          |               |          |             |
|                                             |                         |                                                                                                                                                                                                                                  |              | 294                      |              |       |                 |                   |          |      |          |               |          |               |          |             |
| Subtotal, Division 500                      |                         |                                                                                                                                                                                                                                  |              |                          |              |       |                 | \$280,135.00      |          | \$ - |          | \$ 286,135.00 |          | \$ 286,135.00 |          | \$ -        |
| Division 600 - Miscellaneous                |                         |                                                                                                                                                                                                                                  |              |                          |              |       |                 |                   |          |      |          |               |          |               |          |             |
| 66                                          | TS 16-605               | Centerline (Double Yellow - 4" Wide Solid Line)<br>9th Street: Sta. 18+38.32 - Sta. 8+10.00<br>9th Street: Sta. 26+94.17 - Sta. 19+24.33<br>9th Street: Sta. 28+31.96 - Sta. 27+80.56                                            | LF           | 1028<br>780<br>51        |              | 1,900 | \$2.00          | \$3,800.00        |          | \$ - | 0.0      | \$ -          | 0.0      | \$ -          | 1,900.0  | \$ 3,800.00 |
| 67                                          | TS 16-605               | White - 4" Solid Line<br>9th Street: Sta. 12+52.32 - Sta. 8+10.00, LT<br>9th Street: Sta. 12+52.32 - Sta. 8+10.00, RT<br>9th Street: Sta. 15+45.32 - Sta. 12+52.32, LT<br>9th Street: Sta. 15+45.32 - Sta. 12+52.32, RT          | LF           | 442<br>442<br>293<br>293 |              | 1,500 | \$0.70          | \$1,050.00        |          | \$ - | 0.0      | \$ -          | 0.0      | \$ -          | 1,500.0  | \$ 1,050.00 |
| 68                                          | TS 16-605               | White - 4" Solid Broken Line<br>9th Street: Sta. 18+38.32 - Sta. 15+45.32, LT<br>9th Street: Sta. 18+38.32 - Sta. 15+45.32, RT<br>9th Street: Sta. 27+06.27 - Sta. 19+24.33, LT<br>9th Street: Sta. 27+06.27 - Sta. 19+24.33, RT | LF           | 293<br>293<br>782<br>782 |              | 2,200 | \$0.90          | \$1,980.00        |          | \$ - | 0.0      | \$ -          | 0.0      | \$ -          | 2,200.0  | \$ 1,980.00 |
| 69                                          | TS 16-605               | Furnish and Install New Sign and Post<br>9th St: Sta 12+52, RT (R3-8L Left Turn & Straight Arrow)<br>9th Street: Sta. 16+70, LT ("Lane Ends Merge Left")<br>9th Street: Sta. 25+69, RT (W3-1 Stop Ahead)                         | EA           | 1<br>1<br>1              |              | 3     | \$350.00        | \$1,050.00        |          | \$ - | 0.0      | \$ -          | 0.0      | \$ -          | 3.0      | \$ 1,050.00 |
| Subtotal, Division 600                      |                         |                                                                                                                                                                                                                                  |              |                          |              |       |                 | \$7,880.00        |          | \$ - |          | \$ -          |          | \$ -          |          | \$ 7,880.00 |

Contractor \_\_\_\_\_ Date: \_\_\_\_\_

Engineer \_\_\_\_\_

Date: \_\_\_\_\_



## College Avenue and 9th Street Repaving Project

Colorado Paving, Inc.  
15210 Edna Drive  
Brighton, CO 80603

Pay Application

7/30/2022

Invoice # 2021-907

|                                                                    |           |                                                    |    |  |           |            |              | BUDGET/Contracted | This Period |        | Previous |               | Total to Date |               | Remaining |                |
|--------------------------------------------------------------------|-----------|----------------------------------------------------|----|--|-----------|------------|--------------|-------------------|-------------|--------|----------|---------------|---------------|---------------|-----------|----------------|
|                                                                    |           |                                                    |    |  |           |            |              |                   | Quantity    | Cost   | Quantity | Cost          | Quantity      | Cost          | Quantity  | Cost           |
| Sch 2 Total                                                        |           |                                                    |    |  |           |            |              | \$590,364.25      |             | \$0.00 |          | \$479,907.75  |               | \$479,907.75  |           | \$106,150.00   |
| Division 100 - General Provisions                                  |           |                                                    |    |  |           |            |              |                   |             |        |          |               |               |               |           |                |
| 1                                                                  | TS 16-101 | Mobilization                                       | LS |  | 1         | \$1,000.00 | \$1,000.00   |                   |             | \$ -   | 1.0      | \$ 1,000.00   | 1.0           | \$ 1,000.00   | 0.0       | \$ -           |
| 2                                                                  | TS 16-102 | Traffic Control                                    | LS |  | 1         | \$2,500.00 | \$2,500.00   |                   |             | \$ -   | 1.0      | \$ 2,500.00   | 1.0           | \$ 2,500.00   | 0.0       | \$ -           |
| 3                                                                  | TS 16-103 | Construction Surveying/Staking                     | LS |  | 1         | \$5,250.00 | \$5,250.00   |                   |             | \$ -   | 1.0      | \$ 5,250.00   | 1.0           | \$ 5,250.00   | 0.0       | \$ -           |
| 4                                                                  | TS 16-104 | Material Testing/QC                                | LS |  | 1         | \$4,000.00 | \$4,000.00   |                   |             | \$ -   | 1.0      | \$ 4,000.00   | 1.0           | \$ 4,000.00   | 0.0       | \$ -           |
| 5                                                                  | TS 16-105 | Vacuum Truck/Potholing                             | LS |  | 1         | \$2,000.00 | \$2,000.00   |                   |             | \$ -   | 1.0      | \$ 2,000.00   | 1.0           | \$ 2,000.00   | 0.0       | \$ -           |
| Subtotal, Division 100                                             |           |                                                    |    |  |           |            |              | \$14,750.00       |             | \$ -   |          | \$ 14,750.00  |               | \$ 14,750.00  |           | \$ -           |
| Division 200 - Demolition, Earthwork, Erosion Control, And Seeding |           |                                                    |    |  |           |            |              |                   |             |        |          |               |               |               |           |                |
| 6                                                                  | TS 16-201 | Mill Existing Asphalt (Full-Depth)                 | SY |  | 475.00    | \$3.20     | \$1,520.00   |                   |             | \$ -   | 475.0    | \$ 1,520.00   | 475.0         | \$ 1,520.00   | 0.0       | \$ -           |
|                                                                    |           | 9th St: Sta. 26+94.17 - Sta. 28+31.96              |    |  |           |            |              |                   |             |        |          |               |               |               |           |                |
| 7                                                                  | TS 16-201 | Asphalt Pavement Removal                           | SF |  | 100       | \$2.00     | \$200.00     |                   |             | \$ -   | 100.0    | \$ 200.00     | 100.0         | \$ 200.00     | 0.0       | \$ -           |
|                                                                    |           | College Ave: Sta. 17+40, CL                        |    |  |           |            |              |                   |             |        |          |               |               |               |           |                |
| 16                                                                 | TS 16-201 | Remove Existing 18"Dia. CMP Culvert                | LF |  | 100.00    | \$15.00    | \$1,500.00   |                   |             | \$ -   | 100.0    | \$ 1,500.00   | 100.0         | \$ 1,500.00   | 0.0       | \$ -           |
|                                                                    |           | College Ave: Between Sta. 9+25 to Sta. 8+90, CL    |    |  |           |            |              |                   |             |        |          |               |               |               |           |                |
|                                                                    |           | College Ave: Between Sta. 9+90 to Sta 9+55, CL     |    |  |           |            |              |                   |             |        |          |               |               |               |           |                |
|                                                                    |           | College Ave: Between Sta. 10+75 to Sta. 10+55, CL  |    |  |           |            |              |                   |             |        |          |               |               |               |           |                |
| 17                                                                 | TS 16-201 | Remove Existing Fire Hydrant                       | EA |  | 1.00      | \$1,500.00 | \$1,500.00   |                   |             | \$ -   | 1.0      | \$ 1,500.00   | 1.0           | \$ 1,500.00   | 0.0       | \$ -           |
|                                                                    |           | College Ave: Sta. 12+35, RT                        |    |  |           |            |              |                   |             |        |          |               |               |               |           |                |
| 21                                                                 | TS 16-201 | Remove Existing Tree                               | EA |  |           | \$800.00   | \$0.00       |                   |             | \$ -   | 5.0      | \$ 4,000.00   | 5.0           | \$ 4,000.00   | -5.0      | \$ (4,000.00)  |
|                                                                    |           | By Golf Shop                                       |    |  |           |            |              |                   |             |        |          |               |               |               |           |                |
| 22                                                                 | TS 16-202 | Unclassified Excavation (Over Ex) of Existing Road | SY |  | 12,050.00 | \$9.25     | \$111,462.50 |                   |             | \$ -   | 12,050.0 | \$ 111,462.50 | 12,050.0      | \$ 111,462.50 | 0.0       | \$ -           |
|                                                                    |           | 1 ft. Soil Stabilization (fly ash)(lime)(cement)   |    |  |           |            |              |                   |             |        |          |               |               |               |           |                |
|                                                                    |           | College Ave: Start - 17+48.93                      |    |  |           |            |              |                   |             |        |          |               |               |               |           |                |
| 23                                                                 | TS 16-202 | Subgrade Preparation                               | SY |  | 6,025.00  | \$1.85     | \$11,146.25  |                   |             | \$ -   | 11,925.0 | \$ 22,061.25  | 11,925.0      | \$ 22,061.25  | -5,900.0  | \$ (10,915.00) |
|                                                                    |           | College Ave: Sta.17+48.93-Start                    |    |  |           |            |              |                   |             |        |          |               |               |               |           |                |
| 24                                                                 | TS 16-202 | Sub-Excavation (CUT)                               | CY |  | 192.5     | \$8.00     | \$1,540.00   |                   |             | \$ -   | 6,608.0  | \$ 52,864.00  | 6,608.0       | \$ 52,864.00  | -6,415.5  | \$ (51,324.00) |
|                                                                    |           | College Ave: Sta.17+48.93-Start                    |    |  |           |            |              |                   |             |        |          |               |               |               |           |                |
| 25                                                                 | TS 16-202 | Embankment (FILL)                                  | CY |  | 2,550.0   | \$8.00     | \$20,400.00  |                   |             | \$ -   | 2,550.0  | \$ 20,400.00  | 2,550.0       | \$ 20,400.00  | 0.0       | \$ -           |
|                                                                    |           | College Ave: Sta.17+48.93-Start                    |    |  |           |            |              |                   |             |        |          |               |               |               |           |                |
| 26                                                                 | TS 16-202 | Select Borrow Fill                                 | CY |  | 2,175.0   | \$8.00     | \$17,400.00  |                   |             | \$ -   | 0.0      | \$ -          | 0.0           | \$ -          | 2,175.0   | \$ 17,400.00   |
|                                                                    |           | College Ave: Sta.17+48.93-Start                    |    |  |           |            |              |                   |             |        |          |               |               |               |           |                |
| 27                                                                 | TS 16-204 | Remove and Relocate Existing Sign                  | EA |  | 1         | \$300.00   | \$300.00     |                   |             | \$ -   | 0.0      | \$ -          | 0.0           | \$ -          | 1.0       | \$ 300.00      |
|                                                                    |           | College Ave: Sta. 1+49, LT (R1-1 Stop)             |    |  |           |            |              |                   |             |        |          |               |               |               |           |                |
| 28                                                                 | TS 16-204 | Adj Water Meter Pit (Sta 12+00, Rt)                | EA |  | 1         | \$300.00   | \$300.00     |                   |             | \$ -   | 0.0      | \$ -          | 0.0           | \$ -          | 1.0       | \$ 300.00      |
| 29                                                                 | TS 16-204 | Adj Water Valves                                   | EA |  | 3.00      | \$200.00   | \$600.00     |                   |             | \$ -   | 3.0      | \$ 600.00     | 3.0           | \$ 600.00     | 0.0       | \$ -           |
|                                                                    |           | Sta. 11+10, CL                                     |    |  |           |            |              |                   |             |        |          |               |               |               |           |                |
|                                                                    |           | Sta. 11+10, LT                                     |    |  |           |            |              |                   |             |        |          |               |               |               |           |                |
|                                                                    |           | Sta 14+85, CL                                      |    |  |           |            |              |                   |             |        |          |               |               |               |           |                |
| 31                                                                 | TS 16-205 | Topsoil Placement, 4"                              | SY |  | 2,600.00  | \$4.84     | \$12,584.00  |                   |             | \$ -   | 2,600.0  | \$ 12,584.00  | 2,600.0       | \$ 12,584.00  | 0.0       | \$ -           |
|                                                                    |           | College Ave                                        |    |  |           |            |              |                   |             |        |          |               |               |               |           |                |
| 32                                                                 | TS 16-206 | Permanent Seeding                                  | SY |  | 2,600.00  | \$0.50     | \$1,300.00   |                   |             | \$ -   | 0.0      | \$ -          | 0.0           | \$ -          | 2,600.0   | \$ 1,300.00    |
|                                                                    |           | College Ave                                        |    |  |           |            |              |                   |             |        |          |               |               |               |           |                |



|                          |           |                                                                            |     |         |         |              |             |  | Quantity | Cost     | Quantity      | Cost     | Quantity      | Cost     | Quantity     | Cost           |
|--------------------------|-----------|----------------------------------------------------------------------------|-----|---------|---------|--------------|-------------|--|----------|----------|---------------|----------|---------------|----------|--------------|----------------|
| 34                       | TS 16-208 | Concrete Washout Area                                                      | EA  |         | 1       | \$200.00     | \$200.00    |  | \$ -     | 1.0      | \$ -          | 200.00   | 1.0           | \$ -     | 200.00       | \$ -           |
|                          |           | College Ave: Sta. 9+75, LT                                                 |     | 1       |         |              |             |  |          |          |               |          |               |          |              |                |
| 35                       | TS 16-208 | Inlet Protection                                                           | EA  |         | 2       | \$150.00     | \$300.00    |  | \$ -     | 0.0      | \$ -          | -        | 0.0           | \$ -     | 2.0          | \$ 300.00      |
|                          |           | College Ave: Sta. 11+55, RT (INL #5)                                       |     | 1       |         |              |             |  |          |          |               |          |               |          |              |                |
|                          |           | College Ave: Sta. 11+55, LT (INL #6)                                       |     | 1       |         |              |             |  |          |          |               |          |               |          |              |                |
| Subtotal, Division 200   |           |                                                                            |     |         |         | \$182,252.75 |             |  | \$ -     |          | \$ 228,891.75 |          | \$ 228,891.75 |          | \$ 600.00    |                |
| Division 300 - Bases     |           |                                                                            |     |         |         |              |             |  |          |          |               |          |               |          |              |                |
| 37                       | TS 16-301 | Aggregate Base Course Area: (8" Depth)                                     | SY  |         | 6,025.0 | \$7.48       | \$45,067.00 |  | \$ -     | 11,925.0 | \$ 89,199.00  | 11,925.0 | \$ 89,199.00  | -5,900.0 |              | \$ (44,132.00) |
|                          |           | College Ave: Sta. 17+48.93 to Start; Full-Width (plus 9th st intersection) |     |         |         |              |             |  |          |          |               |          |               |          |              |                |
| Subtotal, Division 300   |           |                                                                            |     |         |         | \$45,067.00  |             |  | \$ -     |          | \$ 89,199.00  |          | \$ 89,199.00  |          | \$ -         |                |
| Division 400 - Pavements |           |                                                                            |     |         |         |              |             |  |          |          |               |          |               |          |              |                |
| 38                       | TS 16-401 | HMA Grade SX - Pavement Area: 1.5"                                         | TON |         | 775     | \$78.00      | \$60,450.00 |  | \$ -     | 0.0      | \$ -          | 0.0      | \$ -          | 775.0    |              | \$ 60,450.00   |
| 38a                      |           | HMA Material Increase                                                      | TON |         | 775     | \$10.50      | \$8,137.50  |  | \$ -     | 0.0      | \$ -          | 0.0      | \$ -          | 775.0    |              | \$ 8,137.50    |
| 39                       | TS 16-401 | HMA Grade S - Pavement Area: 2.5"                                          | TON |         | 1,250   | \$71.00      | \$88,750.00 |  | \$ -     | 71.0     | \$ 5,041.00   | 71.0     | \$ 5,041.00   | 1,179.0  | \$ 83,709.00 |                |
| 39a                      |           | HMA Material Increase                                                      | TON |         | 1,250   | \$8.00       | \$10,000.00 |  | \$ -     | 8.0      | \$ 64.00      | 8.0      | \$ 64.00      | 1,242.0  | \$ 9,936.00  |                |
| 40                       | TS 16-412 | 30" Concrete Curb and Gutter                                               | LF  |         | 3,450   | \$21.00      | \$72,450.00 |  | \$ -     | 21.0     | \$ 441.00     | 21.0     | \$ 441.00     | 3,429.0  |              | \$ 72,009.00   |
| 40a                      |           | Concrete Material Increase                                                 | CY  |         | 235     | \$13.00      | \$3,055.00  |  | \$ -     | 13.0     | \$ 169.00     | 13.0     | \$ 169.00     | 222.0    |              | \$ 2,886.00    |
|                          |           | College Ave                                                                |     |         |         |              |             |  |          |          |               |          |               |          |              |                |
|                          |           | Sta. 1+72.82 to 1+49.34, LT                                                |     | 35.64   |         |              |             |  |          |          |               |          |               |          |              |                |
|                          |           | Sta. 1+72.82 to 1+49.34, RT                                                |     | 35.64   |         |              |             |  |          |          |               |          |               |          |              |                |
|                          |           | Sta. 16+65.12 to 1+72.82, LT                                               |     | 1492.3  |         |              |             |  |          |          |               |          |               |          |              |                |
|                          |           | Sta. 17+48.93 to 16+65.12, LT                                              |     | 83.81   |         |              |             |  |          |          |               |          |               |          |              |                |
|                          |           | Sta. 17+48.93 to 1+72.82, RT                                               |     | 1576.11 |         |              |             |  |          |          |               |          |               |          |              |                |
|                          |           | 9th St                                                                     |     |         |         |              |             |  |          |          |               |          |               |          |              |                |
|                          |           | Rets @ College Ave, RT                                                     |     | 79      |         |              |             |  |          |          |               |          |               |          |              |                |
|                          |           | Sta. 26+94.17 to 27+92.56, LT                                              |     | 98.39   |         |              |             |  |          |          |               |          |               |          |              |                |
| 42                       | TS 16-412 | Concrete Curb Ramp - 24'R-10'W                                             | EA  |         | 2       | \$3,750.00   | \$7,500.00  |  | \$ -     | 6.0      | \$ 22,500.00  | 6.0      | \$ 22,500.00  | -4.0     |              | \$ (15,000.00) |
| 42a                      |           | Concrete Material Increase                                                 | CY  |         | 20      | \$13.00      | \$260.00    |  | \$ -     | 20.0     | \$ 260.00     | 20.0     | \$ 260.00     | 0.0      | \$ -         |                |
|                          |           | @ College Ave intersection (=2@103.44 sf)                                  |     | 2       |         |              |             |  |          |          |               |          |               |          |              |                |
| 43                       | TS 16-412 | Concrete Curb Ramp - 20'R-10'W                                             | EA  |         | 1       | \$3,500.00   | \$3,500.00  |  | \$ -     | 1.0      | \$ 3,500.00   | 1.0      | \$ 3,500.00   | 0.0      | \$ -         |                |
| 43a                      |           | Concrete Material Increase                                                 | CY  |         | 10      | \$13.00      | \$130.00    |  | \$ -     | 10.0     | \$ 130.00     | 10.0     | \$ 130.00     | 0.0      | \$ -         |                |
|                          |           | @ Coyote Creek Drive return (=139.49 sf)                                   |     | 1       |         |              |             |  |          |          |               |          |               |          |              |                |
| 45                       | TS 16-412 | Concrete Sidewalk - 10' W                                                  | SF  |         | 8,000.0 | \$5.00       | \$40,000.00 |  | \$ -     | 15,500.0 | \$ 77,500.00  | 15,500   | \$ 77,500.00  | -7,500.0 |              | \$ (37,500.00) |
| 45a                      |           | Concrete Material Increase                                                 | CY  |         | 194     | \$13.00      | \$2,522.00  |  | \$ -     | 194.0    | \$ 2,522.00   | 194.0    | \$ 2,522.00   | 0.0      | \$ -         |                |
|                          |           | College Ave:                                                               |     |         |         |              |             |  |          |          |               |          |               |          |              |                |
|                          |           | Sta. 1+72.82 to 1+49.34, LT                                                |     | 10      |         |              |             |  |          |          |               |          |               |          |              |                |
|                          |           | Sta. 1+72.82 to 1+49.34, RT                                                |     | 10      | 35.64   |              |             |  |          |          |               |          |               |          |              |                |
|                          |           | Sta. 17+40.08 to 1+72.82, LT                                               |     | 10      | 1590.74 |              |             |  |          |          |               |          |               |          |              |                |
|                          |           | Sta. 17+49.38 to 9+18.39, RT (minus Drwy @ Sta. 14+09, RT)                 |     | 10      | 644.66  |              |             |  |          |          |               |          |               |          |              |                |
|                          |           | @ Coyote Creek Dr ret, RT                                                  |     | 10      | 93.5    |              |             |  |          |          |               |          |               |          |              |                |
|                          |           | 9th St:                                                                    |     |         |         |              |             |  |          |          |               |          |               |          |              |                |
|                          |           | Sta. 26+94.17 to 27+92.56, LT                                              |     | 10      | 983.9   |              |             |  |          |          |               |          |               |          |              |                |
|                          |           | (missing Sta 1+72.82 - 17+48.92RT)                                         |     |         |         |              |             |  |          |          |               |          |               |          |              |                |
| 46                       | TS 16-412 | Type R13 Driveway (8" Thick)                                               | EA  |         | 3.0     | \$4,500.00   | \$13,500.00 |  | \$ -     | 2.0      | \$ 9,000.00   | 2.0      | \$ 9,000.00   | 1.0      |              | \$ 4,500.00    |
| 46a                      |           | Concrete Material Increase                                                 | CY  |         | 45      | \$13.00      | \$585.00    |  | \$ -     | 30.0     | \$ 390.00     | 30.0     | \$ 390.00     | 15.0     |              | \$ 195.00      |
|                          |           | College Ave:                                                               |     |         |         |              |             |  |          |          |               |          |               |          |              |                |
|                          |           | Sta. 6+75.87, LT                                                           |     | 1       |         |              |             |  |          |          |               |          |               |          |              |                |
|                          |           | Sta. 9+21.75, RT                                                           |     | 1       |         |              |             |  |          |          |               |          |               |          |              |                |
|                          |           | Sta. 14+08.92, RT                                                          |     | 1       |         |              |             |  |          |          |               |          |               |          |              |                |
| 48                       | TS 16-412 | Concrete Modular Walls                                                     | SF  |         | 100     | \$27.00      |             |  | \$ -     | 0.0      | \$ -          | 0.0      | \$ -          |          | \$ -         |                |
|                          |           | College Ave:                                                               |     |         |         |              |             |  |          |          |               |          |               |          |              |                |
|                          |           | Sta. 11+10, LT                                                             |     | 16      | 2       | 32           |             |  |          |          |               |          |               |          |              |                |
|                          |           | Sta. 14+30, LT                                                             |     | 27      | 2       | 54           |             |  |          |          |               |          |               |          |              |                |
| Subtotal, Division 400   |           |                                                                            |     |         |         | \$310,839.50 |             |  | \$ -     |          | \$ 121,517.00 |          | \$ 121,517.00 |          | \$ 93,645.00 |                |

|                                     |           |                                                    |    |  |         |       |             |             | Quantity | Cost | Quantity | Cost         | Quantity | Cost         | Quantity | Cost         |
|-------------------------------------|-----------|----------------------------------------------------|----|--|---------|-------|-------------|-------------|----------|------|----------|--------------|----------|--------------|----------|--------------|
| <b>Division 500 - Pipes</b>         |           |                                                    |    |  |         |       |             |             |          |      |          |              |          |              |          |              |
| 51                                  | TS 16-503 | 6" Dia. PVC (new fire hydrant laterals)            | LF |  |         | 15    | \$70.00     | \$1,050.00  |          | \$ - | 15.0     | \$ 1,050.00  | 15.0     | \$ 1,050.00  | 0.0      | \$ -         |
|                                     |           | College Ave:                                       |    |  |         |       |             |             |          |      |          |              |          |              |          |              |
|                                     |           | WL2-P1                                             |    |  | 13.9    |       |             |             |          |      |          |              |          |              |          |              |
| 56                                  | TS 16-503 | Connect to Existing 14" Dia. WM w/ 14"x6" Tee w/TB | EA |  |         | 1     | \$17,500.00 | \$17,500.00 |          | \$ - | 1.0      | \$ 17,500.00 | 1.0      | \$ 17,500.00 | 0.0      | \$ -         |
|                                     |           | College Ave - Sta. 1+74 (WL2-POC1)                 |    |  | 1       |       |             |             |          |      |          |              |          |              |          |              |
| 57                                  | TS 16-503 | Fire Hydrant w/ 6" Gate Valve                      | EA |  |         | 1     | \$7,000.00  | \$7,000.00  |          | \$ - | 1.0      | \$ 7,000.00  | 1.0      | \$ 7,000.00  | 0.0      | \$ -         |
|                                     |           | College Ave - Sta. 1+74, RT                        |    |  | 1       |       |             |             |          |      |          |              |          |              |          |              |
| <b>Subtotal, Division 500</b>       |           |                                                    |    |  |         |       |             |             |          | \$ - |          | \$ 25,550.00 |          | \$ 25,550.00 |          | \$ -         |
| <b>Division 600 - Miscellaneous</b> |           |                                                    |    |  |         |       |             |             |          |      |          |              |          |              |          |              |
| 64                                  | TS 16-605 | 24" Stop Bar                                       | LF |  |         | 75    | \$7.00      | \$525.00    |          | \$ - | 0.0      | \$ -         | 0.0      | \$ -         | 75.0     | \$ 525.00    |
|                                     |           | 9th Street - Sta. 27+06.27                         |    |  | 22      |       |             |             |          |      |          |              |          |              |          |              |
|                                     |           | 9th Street - Sta. 27+80.56                         |    |  | 22      |       |             |             |          |      |          |              |          |              |          |              |
|                                     |           | College Ave - Sta. 1+37.18                         |    |  | 22      |       |             |             |          |      |          |              |          |              |          |              |
| 65                                  | TS 16-605 | Crosswalk Lines                                    | EA |  |         | 10    | \$250.00    | \$2,500.00  |          | \$ - | 0.0      | \$ -         | 0.0      | \$ -         | 10.0     | \$ 2,500.00  |
|                                     |           | @ College Ave (1.5' x 9')                          |    |  | 9       |       |             |             |          |      |          |              |          |              |          |              |
| 66                                  | TS 16-605 | Centerline (Double Yellow - 4" Wide Solid Line)    | LF |  |         | 3,200 | \$1.30      | \$4,160.00  |          | \$ - | 0.0      | \$ -         | 0.0      | \$ -         | 3,200.0  | \$ 4,160.00  |
|                                     |           | College Ave: Sta. 17+48.93 - Sta. 1+37.18          |    |  | 3187.86 |       |             |             |          |      |          |              |          |              |          |              |
| 68                                  | TS 16-605 | White - 4" Solid Broken Line                       | LF |  |         | 3,300 | \$0.90      | \$2,970.00  |          | \$ - | 0.0      | \$ -         | 0.0      | \$ -         | 3,300.0  | \$ 2,970.00  |
|                                     |           | College Ave: Sta. 17+48.93 - Sta. 1+37.18 LT       |    |  | 1647.39 |       |             |             |          |      |          |              |          |              |          |              |
|                                     |           | College Ave: Sta. 17+48.93 - Sta. 1+37.18 RT       |    |  | 1647.39 |       |             |             |          |      |          |              |          |              |          |              |
| 69                                  | TS 16-605 | Furnish and Install New Sign and Post              | EA |  |         | 5     | \$350.00    | \$1,750.00  |          | \$ - | 0.0      | \$ -         | 0.0      | \$ -         | 5.0      | \$ 1,750.00  |
|                                     |           | College Ave: Sta. 2+74, LT (W3-1 Stop Ahead)       |    |  | 1       |       |             |             |          |      |          |              |          |              |          |              |
|                                     |           | College Ave: Sta. 2+74, RT (R2-1 Speed Limit 40)   |    |  | 1       |       |             |             |          |      |          |              |          |              |          |              |
|                                     |           | College Ave: Sta. 16+65, LT (R2-1 Speed Limit 40)  |    |  | 1       |       |             |             |          |      |          |              |          |              |          |              |
|                                     |           | 9th Street: Sta. 26+94, LT (R1-1 Stop)             |    |  | 1       |       |             |             |          |      |          |              |          |              |          |              |
|                                     |           | 9th Street: Sta. 27+92, LT (R1-1 Stop)             |    |  | 1       |       |             |             |          |      |          |              |          |              |          |              |
| <b>Subtotal, Division 600</b>       |           |                                                    |    |  |         |       |             |             |          | \$ - |          | \$ -         |          | \$ -         |          | \$ 11,905.00 |



## College Avenue and 9th Street Repaving Project

Pay Application

7/30/2022

Colorado Paving, Inc.  
15210 Edna Drive  
Brighton, CO 80603

Invoice # 2021-907

## Schedule 2B - College Ave - Hwy 52

|                                                                           |                         |                                                                                                                                                        |              |                 |              |          | BUDGET/Contracted |                   | This Period |        | Previous |           | Total to Date |           | Remaining |              |
|---------------------------------------------------------------------------|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------------|--------------|----------|-------------------|-------------------|-------------|--------|----------|-----------|---------------|-----------|-----------|--------------|
| Payment Item No.                                                          | Specification Reference | Description of Work                                                                                                                                    | Payment Unit | Length (Feet)   | Width (Feet) | Quantity | Rate in Numbers   | Amount in Numbers | Quantity    | Cost   | Quantity | Cost      | Quantity      | Cost      | Quantity  | Cost         |
| <b>Project Total</b>                                                      |                         |                                                                                                                                                        |              |                 |              |          |                   | \$167,123.41      |             | \$0.00 |          | \$648.00  |               | \$648.00  |           | \$166,475.41 |
| <b>Division 100 - General Provisions</b>                                  |                         |                                                                                                                                                        |              |                 |              |          |                   |                   |             |        |          |           |               |           |           |              |
| 1                                                                         | TS 16-101               | Mobilization                                                                                                                                           | LS           |                 |              | 1        | \$3,500.00        | \$3,500.00        |             | \$ -   | 0.0      | \$ -      | 0.0           | \$ -      | 1.0       | \$ 3,500.00  |
| 2                                                                         | TS 16-102               | Traffic Control                                                                                                                                        | LS           |                 |              | 1        | \$2,500.00        | \$2,500.00        |             | \$ -   | 0.0      | \$ -      | 0.0           | \$ -      | 1.0       | \$ 2,500.00  |
| 3                                                                         | TS 16-103               | Construction Surveying/Staking                                                                                                                         | LS           |                 |              | 1        | \$3,250.00        | \$3,250.00        |             | \$ -   | 0.0      | \$ -      | 0.0           | \$ -      | 1.0       | \$ 3,250.00  |
| 4                                                                         | TS 16-104               | Material Testing/QC                                                                                                                                    | LS           |                 |              | 1        | \$2,250.00        | \$2,250.00        |             | \$ -   | 0.0      | \$ -      | 0.0           | \$ -      | 1.0       | \$ 2,250.00  |
| 5                                                                         | TS 16-105               | Vacuum Truck/Potholing                                                                                                                                 | LS           |                 |              | 1        | \$2,750.00        | \$2,750.00        |             | \$ -   | 0.00     | \$ -      | 0.0           | \$ -      | 1.0       | \$ 2,750.00  |
| <b>Subtotal, Division 100</b>                                             |                         |                                                                                                                                                        |              |                 |              |          |                   | \$14,250.00       |             | \$ -   |          | \$ -      |               | \$ -      |           | \$ 14,250.00 |
| <b>Division 200 - Demolition, Earthwork, Erosion Control, And Seeding</b> |                         |                                                                                                                                                        |              |                 |              |          |                   |                   |             |        |          |           |               |           |           |              |
|                                                                           | TS 16-201               | Mill Existing Asphalt (Full-Depth)<br>College Ave: Sta. 22+28.50 - 26+73.96                                                                            | SY           |                 |              | 1,550.00 | \$3.20            | \$4,960.00        |             | \$ -   | 0.0      | \$ -      | 0.0           | \$ -      | 1,550.0   | \$ 4,960.00  |
|                                                                           | TS 16-201               | Remove Existing 18"Dia. CMP Culvert<br>College Ave: Sta. 26+55.28                                                                                      | LF           | 85.00           |              | 85.00    | \$15.00           | \$1,275.00        |             | \$ -   | 0.0      | \$ -      | 0.0           | \$ -      | 85.0      | \$ 1,275.00  |
|                                                                           | TS 16-201               | Remove Existing Curb and Gutter<br>College Ave: Sta. 24+79.69 - Sta. 25+25.40, RT<br>College Ave: Sta. 24+79.69 - Sta. 26+73.96, LT (includes 50' PCR) | LF           | 45.71<br>254.27 |              | 300.00   | \$6.00            | \$1,800.00        |             | \$ -   | 108.0    | \$ 648.00 | 108.0         | \$ 648.00 | 192.0     | \$ 1,152.00  |
|                                                                           | TS 16-201               | Remove Existing Barb Wire Fence                                                                                                                        | LF           |                 |              | 20.00    | \$50.00           | \$1,000.00        |             | \$ -   | 0.0      | \$ -      | 0.0           | \$ -      | 20.0      | \$ 1,000.00  |
| 22                                                                        | TS 16-202               | Unclassified Excavation (Over Ex) of Existing Road<br>1 ft. Soil Stabilization (fly ash)(lime)(cement)<br>College Ave: Sta. 22+28.50 - 26+73.96        | SY           |                 |              | 2,175.00 | \$9.25            | \$20,118.75       |             | \$ -   | 0.0      | \$ -      | 0.0           | \$ -      | 2,175.0   | \$ 20,118.75 |
|                                                                           | TS 16-202               | Sub-Excavation (CUT)<br>College Ave: Sta. 22+28.50 - 26+73.96                                                                                          | CY           |                 |              | 215.0    | \$8.00            | \$1,720.00        |             | \$ -   | 0.0      | \$ -      | 0.0           | \$ -      | 215.0     | \$ 1,720.00  |
| 23                                                                        | TS 16-202               | Subgrade Preparation<br>College Ave: Sta. 22+28.50 - 26+73.96                                                                                          | SY           |                 |              | 2,175.00 | \$1.85            | \$4,023.75        |             | \$ -   | 0.0      | \$ -      | 0.0           | \$ -      | 2,175.0   | \$ 4,023.75  |
| 27                                                                        | TS 16-204               | Remove and Relocate Existing Sign<br>College Ave: Sta. 26+51.50 RT (R1-1 Stop)                                                                         | EA           |                 | 1            | 1        | \$300.00          | \$300.00          |             | \$ -   | 0.0      | \$ -      | 0.0           | \$ -      | 1.0       | \$ 300.00    |
| 35                                                                        | TS 16-208               | Inlet Protection<br>College Ave: Sta. 26+52.06, RT (INL #1)<br>College Ave: Sta. 26+52.50, LT (INL #2)                                                 | EA           |                 | 1<br>1       | 2        | \$150.00          | \$300.00          |             | \$ -   | 0.0      | \$ -      | 0.0           | \$ -      | 2.0       | \$ 300.00    |
| 36                                                                        | TS 16-208               | Outlet Protection; D50=9" Rock Riprap                                                                                                                  | CY           |                 |              | 4        | \$250.00          | \$1,000.00        |             | \$ -   | 0.0      | \$ -      | 0.0           | \$ -      | 4.0       | \$ 1,000.00  |
| <b>Subtotal, Division 200</b>                                             |                         |                                                                                                                                                        |              |                 |              |          |                   | \$36,497.50       |             | \$ -   |          | \$ 648.00 |               | \$ 648.00 |           | \$ 35,849.50 |
| <b>Division 300 - Bases</b>                                               |                         |                                                                                                                                                        |              |                 |              |          |                   |                   |             |        |          |           |               |           |           |              |
| 37                                                                        | TS 16-301               | Aggregate Base Course Area: (8" Depth)<br>College Ave: Sta. 22+58.50 to End; Half to Full-Width                                                        | SY           |                 |              | 1,500.0  | \$7.48            | \$11,220.00       |             | \$ -   | 0.0      | \$ -      | 0.0           | \$ -      | 1,500.0   | \$ 11,220.00 |
| <b>Subtotal, Division 300</b>                                             |                         |                                                                                                                                                        |              |                 |              |          |                   | \$11,220.00       |             | \$ -   |          | \$ -      |               | \$ -      |           | \$ 11,220.00 |
| <b>Division 400 - Pavements</b>                                           |                         |                                                                                                                                                        |              |                 |              |          |                   |                   |             |        |          |           |               |           |           |              |
| 38                                                                        | TS 16-401               | HMA Grade SX - Pavement Area: 1.5"                                                                                                                     | TON          |                 |              | 250      | \$78.00           | \$19,500.00       |             | \$ -   | 0.0      | \$ -      | 0.0           | \$ -      | 250.0     | \$ 19,500.00 |
| 38a                                                                       |                         | HMA Material Increase                                                                                                                                  | TON          |                 |              | 250      | \$10.50           | \$2,625.00        |             | \$ -   | 0.0      | \$ -      | 0.0           | \$ -      | 250.0     | \$ 2,625.00  |
| 39                                                                        | TS 16-401               | HMA Grade S - Pavement Area: 2.5"                                                                                                                      | TON          |                 |              | 350      | \$71.00           | \$24,850.00       |             | \$ -   | 0.0      | \$ -      | 0.0           | \$ -      | 350.0     | \$ 24,850.00 |
| 39a                                                                       |                         | HMA Material Increase                                                                                                                                  | TON          |                 |              | 350      | \$8.00            | \$2,800.00        |             | \$ -   | 0.0      | \$ -      | 0.0           | \$ -      | 350.0     | \$ 2,800.00  |
| 40                                                                        | TS 16-412               | 30" Concrete Curb and Gutter                                                                                                                           | LF           |                 |              | 375      | \$21.00           | \$7,875.00        |             | \$ -   | 0.0      | \$ -      | 0.0           | \$ -      | 375.0     | \$ 7,875.00  |
| 40a                                                                       |                         | Concrete Material Increase                                                                                                                             | CY           |                 |              | 150      | \$13.00           | \$1,950.00        |             | \$ -   | 0.0      | \$ -      | 0.0           | \$ -      | 150.0     | \$ 1,950.00  |

|                                     |           |                                                                                                                      |    |  |  |       |            |             |  |      |     |      |     |      |         |              |
|-------------------------------------|-----------|----------------------------------------------------------------------------------------------------------------------|----|--|--|-------|------------|-------------|--|------|-----|------|-----|------|---------|--------------|
| <b>Subtotal, Division 400</b>       |           |                                                                                                                      |    |  |  |       |            | \$59,600.00 |  | \$ - |     | \$ - |     | \$ - |         | \$ 59,600.00 |
|                                     |           |                                                                                                                      |    |  |  |       |            |             |  |      |     |      |     |      |         |              |
| <b>Division 500 - Pipes</b>         |           |                                                                                                                      |    |  |  |       |            |             |  |      |     |      |     |      |         |              |
| 63                                  | TS 16-505 | 30" Dia. RCP CLIII Storm Sewer Pipe                                                                                  | LF |  |  | 96.47 | \$103.00   | \$9,936.41  |  | \$ - |     | \$ - | 0.0 | \$ - | 96.5    | \$ 9,936.41  |
|                                     | TS 16-505 | Install Type 13 Combination Drop Box Inlet                                                                           | EA |  |  | 2     | \$9,150.00 | \$18,300.00 |  | \$ - |     | \$ - | 0.0 | \$ - | 2.0     | \$ 18,300.00 |
|                                     | TS 16-505 | Install 30" Diameter Flared End Section                                                                              | EA |  |  | 2     | \$2,500.00 | \$5,000.00  |  | \$ - |     | \$ - | 0.0 | \$ - | 2.0     | \$ 5,000.00  |
| <b>Subtotal, Division 500</b>       |           |                                                                                                                      |    |  |  |       |            | \$33,236.41 |  | \$ - |     | \$ - |     | \$ - |         | \$ 33,236.41 |
|                                     |           |                                                                                                                      |    |  |  |       |            |             |  |      |     |      |     |      |         |              |
| <b>Division 600 - Miscellaneous</b> |           |                                                                                                                      |    |  |  |       |            |             |  |      |     |      |     |      |         |              |
| 64                                  | TS 16-605 | 24" Stop Bar                                                                                                         | LF |  |  | 36    | \$7.00     | \$252.00    |  | \$ - | 0.0 | \$ - | 0.0 | \$ - | 36.0    | \$ 252.00    |
|                                     | TS 16-605 | Rub Out Existing Striping                                                                                            | LF |  |  | 2550  | \$1.75     | \$4,462.50  |  | \$ - | 0.0 | \$ - | 0.0 | \$ - | 2,550.0 | \$ 4,462.50  |
| 66                                  | TS 16-605 | Centerline (Double Yellow - 4" Wide Solid Line)                                                                      | LF |  |  | 850   | \$1.30     | \$1,105.00  |  | \$ - | 0.0 | \$ - | 0.0 | \$ - | 850.0   | \$ 1,105.00  |
| 68                                  | TS 16-605 | White - 4" Solid Broken Line                                                                                         | LF |  |  | 4,000 | \$0.90     | \$3,600.00  |  | \$ - | 0.0 | \$ - | 0.0 | \$ - | 4,000.0 | \$ 3,600.00  |
|                                     | TS 16-605 | Thermoplastic Right Turn Pavement Marking                                                                            | EA |  |  | 2     | \$450.00   | \$900.00    |  | \$ - | 0.0 | \$ - | 0.0 | \$ - | 2.0     | \$ 900.00    |
|                                     | TS 16-605 | Thermoplastic Forward Arrow Pavement Marking                                                                         | EA |  |  | 1     | \$450.00   | \$450.00    |  | \$ - | 0.0 | \$ - | 0.0 | \$ - | 1.0     | \$ 450.00    |
|                                     | Chapter 6 | Crack Seal Existing Pavement                                                                                         | LF |  |  | 120   | \$5.00     | \$600.00    |  | \$ - | 0.0 | \$ - | 0.0 | \$ - | 120.0   | \$ 600.00    |
|                                     | TS 16-605 | Thermoplastic Left Turn Pavement Marking                                                                             | EA |  |  | 1     | \$450.00   | \$450.00    |  | \$ - | 0.0 | \$ - | 0.0 | \$ - | 1.0     | \$ 450.00    |
| 69                                  | TS 16-605 | Furnish and Install New Sign and Post<br>College Ave: Sta. 22+58.50, RT (R3-8b Right, Left Through Directional Sign) | EA |  |  | 1     | \$500.00   | \$500.00    |  | \$ - | 0.0 | \$ - | 0.0 | \$ - | 1.0     | \$ 500.00    |
| <b>Subtotal, Division 600</b>       |           |                                                                                                                      |    |  |  |       |            | \$12,319.50 |  | \$ - |     | \$ - |     | \$ - |         | \$ 12,319.50 |



College Avenue and 9th Street Repaving Project

Pay Application

7/30/2022

Colorado Paving, Inc.  
15210 Edna Drive  
Brighton, CO 80603

Invoice # 2021-907

|                                                                    |                         |                                                                                                                                                                                                             |              |                                      |              |           | BUDGET/Contracted |                   | This Period |        | Previous |              | Total to Date |              | Remaining |             |
|--------------------------------------------------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------------------------------|--------------|-----------|-------------------|-------------------|-------------|--------|----------|--------------|---------------|--------------|-----------|-------------|
| Payment Item No.                                                   | Specification Reference | Description of Work                                                                                                                                                                                         | Payment Unit | Length (Feet)                        | Width (Feet) | Qty       | Rate              | Amount in Numbers | Quantity    | Cost   | Quantity | Cost         | Quantity      | Cost         | Quantity  | Cost        |
| Sch 3 Total                                                        |                         |                                                                                                                                                                                                             |              |                                      |              |           |                   | \$833,941.25      |             | \$0.00 |          | \$911,905.25 |               | \$911,905.25 |           | \$13,080.00 |
| Division 100 - General Provisions                                  |                         |                                                                                                                                                                                                             |              |                                      |              |           |                   |                   |             |        |          |              |               |              |           |             |
| 1                                                                  | TS 16-101               | Mobilization                                                                                                                                                                                                | LS           |                                      |              | 1         | \$1,000.00        | \$1,000.00        | \$          | -      | 1.0      | \$ 1,000.00  | 1.0           | \$ 1,000.00  | 0.0       | \$ -        |
| 2                                                                  | TS 16-102               | Traffic Control                                                                                                                                                                                             | LS           |                                      |              | 1         | \$2,500.00        | \$2,500.00        | \$          | -      | 1.0      | \$ 2,500.00  | 1.0           | \$ 2,500.00  | 0.0       | \$ -        |
| 3                                                                  | TS 16-103               | Construction Surveying/Staking                                                                                                                                                                              | LS           |                                      |              | 1         | \$5,000.00        | \$5,000.00        | \$          | -      | 1.0      | \$ 5,000.00  | 1.0           | \$ 5,000.00  | 0.0       | \$ -        |
| 4                                                                  | TS 16-104               | Material Testing/QC                                                                                                                                                                                         | LS           |                                      |              | 1         | \$4,000.00        | \$4,000.00        | \$          | -      | 1.0      | \$ 4,000.00  | 1.0           | \$ 4,000.00  | 0.0       | \$ -        |
| 5                                                                  | TS 16-105               | Vacuum Truck/Potholing                                                                                                                                                                                      | LS           |                                      |              | 1         | \$2,500.00        | \$2,500.00        | \$          | -      | 1.0      | \$ 2,500.00  | 1.0           | \$ 2,500.00  | 0.0       | \$ -        |
| Subtotal, Division 100                                             |                         |                                                                                                                                                                                                             |              |                                      |              |           |                   | \$15,000.00       |             | \$ -   |          | \$ 15,000.00 |               | \$ 15,000.00 |           | \$ -        |
| Division 200 - Demolition, Earthwork, Erosion Control, And Seeding |                         |                                                                                                                                                                                                             |              |                                      |              |           |                   |                   |             |        |          |              |               |              |           |             |
| 6                                                                  | TS 16-201               | Mill Existing Asphalt (Full-Depth)<br>9th St: Sta. 49+07.99-Sta. 28+31.96                                                                                                                                   | SY           |                                      |              | 6,200.00  | \$3.20            | \$19,840.00       | \$          | -      | 6,675.0  | \$ 21,360.00 | 6,675.0       | \$ 21,360.00 | -475.0    |             |
| 8                                                                  | TS 16-201               | Existing (Concrete) Driveway Removal<br>9th St: Sta. 42+80, RT                                                                                                                                              | SF           |                                      |              | 1325      | \$2.00            | \$2,650.00        | \$          | -      | 1,325.0  | \$ 2,650.00  | 1,325.0       | \$ 2,650.00  | 0.0       | \$ -        |
| 12                                                                 | TS 16-201               | Remove Barbed Wire Fence<br>9th St: Between Sta. 34+55 to Sta. 28+60, LT<br>9th ST: Between Sta. 38+12.50 to Sta. 34+75, LT                                                                                 | LF           | 600.00<br>262.00                     |              | 875.00    | \$1.25            | \$1,093.75        | \$          | -      | 875.0    | \$ 1,093.75  | 875.0         | \$ 1,093.75  | 0.0       | \$ -        |
| 13                                                                 | TS 16-201               | Remove Existing Steel Frame Chain Link Fencing<br>9th St: Sta. 28+05.00 RT - Sta. 32+99.00 RT                                                                                                               | LF           | 494.00                               |              | 500       | \$1.50            | \$750.00          | \$          | -      | 500.0    | \$ 750.00    | 500.0         | \$ 750.00    | 0.0       | \$ -        |
| 15                                                                 | TS 16-201               | Remove Existing Storm Inlet<br>Sta. 40+90 LT                                                                                                                                                                | EA           | 1.00                                 |              | 1.00      | \$1,500.00        | \$1,500.00        | \$          | -      | 1.0      | \$ 1,500.00  | 1.0           | \$ 1,500.00  | 0.0       | \$ -        |
| 17                                                                 | TS 16-201               | Remove Existing Fire Hydrant<br>9th St: Sta. 38+80, LT                                                                                                                                                      | EA           | 1.00                                 |              | 1.00      | \$1,500.00        | \$1,500.00        | \$          | -      | 1.0      | \$ 1,500.00  | 1.0           | \$ 1,500.00  | 0.0       | \$ -        |
| 19                                                                 | TS 16-201               | Remove Existing Water Valves<br>Sta. 38+50 LT                                                                                                                                                               | EA           | 3.00                                 |              | 3.00      | \$1,500.00        | \$4,500.00        | \$          | -      | 3.0      | \$ 4,500.00  | 3.0           | \$ 4,500.00  | 0.0       | \$ -        |
| 20                                                                 | TS 16-201               | Remove Existing Sign Post<br>Sta. 42+20 LT                                                                                                                                                                  | EA           | 1.00                                 |              | 1.00      | \$150.00          | \$150.00          | \$          | -      | 1.0      | \$ 150.00    | 1.0           | \$ 150.00    | 0.0       | \$ -        |
| 21                                                                 | TS 16-201               | Remove Existing Tree<br>Sta. 39+10 LT                                                                                                                                                                       | EA           | 2.00                                 |              | 2.00      | \$800.00          | \$1,600.00        | \$          | -      | 4.0      | \$ 3,200.00  | 4.0           | \$ 3,200.00  | -2.0      |             |
| 22                                                                 | TS 16-202               | Unclassified Excavation (Over Ex) of Existing Road<br>1 ft. Soil Stabilization (fly ash)(lime)(cement)<br>9th Street: Sta. 28+31.96 - 49+07.99                                                              | SY           |                                      |              | 14,000.00 | \$9.25            | \$129,500.00      | \$          | -      | 10,266.0 | \$ 94,960.50 | 10,266.0      | \$ 94,960.50 | 3,734.0   |             |
| 23                                                                 | TS 16-202               | Subgrade Preparation<br>9th Street: Sta. 49+07.99-Sta. 28+31.96                                                                                                                                             | SY           |                                      |              | 14,000    | \$1.85            | \$25,900.00       | \$          | -      | 15,849.0 | \$ 29,320.65 | 15,849.0      | \$ 29,320.65 | -1,849.0  |             |
| 24                                                                 | TS 16-202               | Sub-Excavation (CUT)<br>9th Street: Sta. 49+07.99-Sta. 28+31.96                                                                                                                                             | CY           |                                      |              | 1,250     | \$8.00            | \$10,000.00       | \$          | -      | 3,478.0  | \$ 27,824.00 | 3,478.0       | \$ 27,824.00 | -2,228.0  |             |
| 25                                                                 | TS 16-202               | Embankment (FILL)<br>9th Street: Sta. 49+07.99-Sta. 28+31.96                                                                                                                                                | CY           |                                      |              | 1,000     | \$8.00            | \$8,000.00        | \$          | -      | 1,000.0  | \$ 8,000.00  | 1,000.0       | \$ 8,000.00  | 0.0       | \$ -        |
| 26                                                                 | TS 16-202               | Select Borrow Fill<br>9th Street: Sta. 49+07.99-Sta. 28+31.96                                                                                                                                               | CY           |                                      |              | 0.0       | \$8.00            | \$0.00            | \$          | -      | 0.0      | \$ -         | 0.0           | \$ -         | 0.0       | \$ -        |
| 27                                                                 | TS 16-204               | Remove and Relocate Existing Sign<br>Sta. 28+60 LT<br>"Electric"; Sta. 28+60 LT<br>Fire Station Sign; Sta. 43+00, RT<br>"Speed Limit 40 mph"; Sta. 30+80, RT<br>9th Street: Sta. 30+72, RT (Speed Limit 40) | EA           | 1.00<br>1.00<br>1.00<br>1.00<br>1.00 |              | 5.00      | \$300.00          | \$1,500.00        | \$          | -      | 5.0      | \$ 1,500.00  | 5.0           | \$ 1,500.00  | 0.0       | \$ -        |
| 30                                                                 | TS 16-204               | Adjust Sanitary Manhole<br>Sta. 40+00, RT<br>Sta. 48+65, RT                                                                                                                                                 | EA           | 2.00<br>1.00                         |              | 3.00      | \$200.00          | \$600.00          | \$          | -      | 3.0      | \$ 600.00    | 3.0           | \$ 600.00    | 0.0       | \$ -        |
| 31                                                                 | TS 16-205               | Topsoil Placement, 4"                                                                                                                                                                                       | SY           |                                      |              | 4,400.00  | \$4.84            | \$21,296.00       | \$          | -      | 4,400.0  | \$ 21,296.00 | 4,400.0       | \$ 21,296.00 | 0.0       | \$ -        |

| Payment Item No.       | Specification Reference | Description of Work                 | Payment Unit | Length (Feet) | Width (Feet) | Qty      | Rate     | Amount in Numbers | Quantity | Cost   | Quantity | Cost         | Quantity | Cost         | Quantity | Cost      |
|------------------------|-------------------------|-------------------------------------|--------------|---------------|--------------|----------|----------|-------------------|----------|--------|----------|--------------|----------|--------------|----------|-----------|
|                        |                         | 9th Street                          |              |               |              |          |          |                   |          |        |          |              |          |              |          |           |
| 32                     | TS 16-206               | Permanent Seeding                   | SY           |               |              | 4,400.00 | \$0.50   | \$2,200.00        |          | \$ -   | 0.0      | \$ -         | 0.0      | \$ -         | 4,400.0  |           |
|                        |                         | 9th Street                          |              |               |              |          |          |                   |          |        |          |              |          |              |          |           |
| 35                     | TS 16-208               | Inlet Protection                    |              |               |              |          |          |                   |          |        |          |              |          |              |          |           |
|                        |                         | 9th Street: Sta. 37+75, LT (INL #2) | EA           | 1             |              | 2        | \$150.00 | \$300.00          |          | \$ -   | 0.0      | \$ -         | 0.0      | \$ -         | 2.0      | \$ 300.00 |
|                        |                         | 9th Street: Sta. 37+75, RT (INL #1) |              | 1             |              |          |          |                   |          |        |          |              |          |              |          |           |
| Subtotal, Division 200 |                         |                                     |              |               |              |          |          | \$232,879.75      |          | \$0.00 |          | \$220,204.90 |          | \$220,204.90 |          | \$300.00  |



**SUBJECT FOR DISCUSSION**

Approve Change Order for WWTP Engineering Design Services Agreement with Burns and McDonnell Engineering Company, Inc. not to exceed \$52,567.00 from the Utility Fund

**SUMMARY STATEMENT/BACKGROUND DISCUSSION**

The current engineering services agreement with Burns and McDonnell Engineering Company, Inc. is for \$1,897,540.00 for design of the METRO connection force main and lift station.

The agreement scope did not contemplate requirements by the US Department of Agriculture (USDA) funding application submittals. New conversations with the funding department at USDA indicates promising potential grant source. The submittal requirements are different from the State Revolving Fund and will require an additional report and calculations.

**FINANCIAL CONSIDERATIONS**

The 2022 Utility Fund budget has \$2,500,000 budgeted in the wastewater treatment plant for engineering services.

**LEGAL/POLITICAL CONSIDERATIONS**

None.

**ALTERNATIVES/OPTIONS**

- Approved the change order
- Do nothing approve

**STAFF RECOMMENDATIONS**

City staff recommends approval of the change order to Burns and McDonnell's engineering services agreement, not to exceed \$52,567.00 from the Utility Fund.

**Attachments:** a. Burns and McDonnell Change Order Services Agreement

**Certification of Council Approval:**

Ordinance No. \_\_\_\_\_

Resolution No. \_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date



**Public Works Agreement  
Change Order**

The PUBLIC WORKS Agreement entered into by and between the **City of Fort Lupton**, Colorado (hereinafter "City") and **Burns and McDonnell Engineering Company, Inc.** (hereinafter "CONSULTANT") dated November 2, 2020 is hereby modified as follows:

WHEREAS, the parties hereto agree in consideration of the covenants, payments and agreements set forth herein as follows:

1. **SCOPE OF SERVICES.** Consultant shall additionally perform the services included in the scope of work set forth and incorporated herein as **Exhibit A.**

2. **CONTRACT SUM.** The City shall pay to the Consultant for performance and completion of the work encompassed by this Agreement, and the Consultant will accept as full compensation therefore the sum of not to exceed

USDA Preliminary Engineering Report **\$ 52,567.00**

All conditions and terms of original agreement to remain intact and applicable.

3. **APPROVAL REQUIRED.** This Agreement is subject to the final approval of the Fort Lupton City Council and signature by the Mayor of Fort Lupton.

EXECUTED THIS \_\_\_\_\_ DAY OF **August, 2022.**

**CITY OF FORT LUPTON, COLORADO**

**Burns and McDonnell Engineering  
Company, Inc.**

BY: **Zo Stieber-Hubbard**

BY: \_\_\_\_\_

TITLE: **Mayor**

TITLE: \_\_\_\_\_



# Scope of Services

7/26/2022

USDA Preliminary Engineering Report (PER)

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## ***Project Understanding***

The City of Fort Lupton is interested in receiving a grant and/or loan from the United States Department of Agriculture's (USDA) Rural Development group. One of the requirements to be considered for funding is completion and accepting of the PER. A draft report is required by the end of September, 2022. In order to meet this deadline, Burns & McDonnell will rely on the City of Fort Lupton for pertinent information required (see attached outline).

## ***Scope of Services***

Burns & McDonnell will complete the PER as outlined in the attached. Burns & McDonnell will meet/coordinate with City staff to gather relevant information needed in order to complete the report. Information already gathered from the Wastewater Utility Plan (WUP) and/or other documents will be utilized as necessary. Burns & McDonnell does not intend to complete tasks such as condition/financial assessments of existing facilities or water/energy/waste audits and will rely on City staff to provide information.

| Activity                                   | Forcemain Design                  |          | QAQC                                                        |         | BMcD<br>Total Labor |          | Expenses | Total Cost |
|--------------------------------------------|-----------------------------------|----------|-------------------------------------------------------------|---------|---------------------|----------|----------|------------|
|                                            | Ryan Brong, PE<br>Brett Holzapfel |          | Kate Henske, PE<br>Andrew Waddoups, PE<br>Kyle LeBrasse, PE |         |                     |          |          |            |
|                                            | Rate                              | \$192    | Rate                                                        | \$254   |                     |          |          |            |
|                                            | Hours                             | Cost     | Hours                                                       | Cost    |                     |          |          |            |
|                                            | Hours                             | Cost     | Hours                                                       | Cost    | Hours               | Cost     | Direct   |            |
|                                            |                                   |          |                                                             |         |                     |          |          |            |
| Project Planning                           | 20                                | \$3,840  | 1                                                           | \$254   | 21                  | \$4,094  | \$287    | \$4,381    |
| Existing Facilities                        | 30                                | \$5,760  | 2                                                           | \$381   | 32                  | \$6,141  | \$430    | \$6,571    |
| Need For Project                           | 20                                | \$3,840  | 1                                                           | \$254   | 21                  | \$4,094  | \$287    | \$4,381    |
| Alternatives Considered                    | 50                                | \$9,600  | 3                                                           | \$635   | 53                  | \$10,235 | \$716    | \$10,951   |
| Selection of Alternative (Life Cycle Cost) | 60                                | \$11,520 | 3                                                           | \$762   | 63                  | \$12,282 | \$860    | \$13,142   |
| Proposed Project                           | 40                                | \$7,680  | 2                                                           | \$508   | 42                  | \$8,188  | \$573    | \$8,761    |
| Conclusions and recommendations            | 20                                | \$3,840  | 1                                                           | \$254   | 21                  | \$4,094  | \$287    | \$4,381    |
| Project Total                              | 240                               | \$46,080 | 12                                                          | \$3,048 | 252                 | \$49,128 | \$3,439  | \$52,567   |

## GENERAL OUTLINE OF A PRELIMINARY ENGINEERING REPORT

- 1) PROJECT PLANNING
  - a) Location
  - b) Environmental Resources Present
  - c) Population Trends
  - d) Community Engagement
- 2) EXISTING FACILITIES
  - a) Location Map
  - b) History
  - c) Condition of Existing Facilities
  - d) Financial Status of any Existing Facilities
  - e) Water/Energy/Waste Audits
- 3) NEED FOR PROJECT
  - a) Health, Sanitation, and Security
  - b) Aging Infrastructure
  - c) Reasonable Growth
- 4) ALTERNATIVES CONSIDERED
  - a) Description
  - b) Design Criteria
  - c) Map
  - d) Environmental Impacts
  - e) Land Requirements
  - f) Potential Construction Problems
  - g) Sustainability Considerations
    - i) Water and Energy Efficiency
    - ii) Green Infrastructure
    - iii) Other
  - h) Cost Estimates
- 5) SELECTION OF AN ALTERNATIVE
  - a) Life Cycle Cost Analysis
  - b) Non-Monetary Factors
- 6) PROPOSED PROJECT (RECOMMENDED ALTERNATIVE)
  - a) Preliminary Project Design
  - b) Project Schedule
  - c) Permit Requirements
  - d) Sustainability Considerations
    - i) Water and Energy Efficiency
    - ii) Green Infrastructure

- iii) Other
- e) Total Project Cost Estimate (Engineer's Opinion of Probable Cost)
- f) Annual Operating Budget
  - i) Income
  - ii) Annual O&M Costs
  - iii) Debt Repayments
  - iv) Reserves

## 7) CONCLUSIONS AND RECOMMENDATIONS

## DETAILED OUTLINE OF A PRELIMINARY ENGINEERING REPORT

### 1) PROJECT PLANNING

Describe the area under consideration. Service may be provided by a combination of central, cluster, and/or centrally managed individual facilities. The description should include information on the following:

- a) Location. Provide scale maps and photographs of the project planning area and any existing service areas. Include legal and natural boundaries and a topographical map of the service area.
- b) Environmental Resources Present. Provide maps, photographs, and/or a narrative description of environmental resources present in the project planning area that affect design of the project. Environmental review information that has already been developed to meet requirements of NEPA or a state equivalent review process can be used here.
- c) Population Trends. Provide U.S. Census or other population data (including references) for the service area for at least the past two decades if available. Population projections for the project planning area and concentrated growth areas should be provided for the project design period. Base projections on historical records with justification from recognized sources.
- d) Community Engagement. Describe the utility's approach used (or proposed for use) to engage the community in the project planning process. The project planning process should help the community develop an understanding of the need for the project, the utility operational service levels required, funding and revenue strategies to meet these requirements, along with other considerations.

### 2) EXISTING FACILITIES

Describe each part (e.g. processing unit) of the existing facility and include the following information:

- a) Location Map. Provide a map and a schematic process layout of all existing facilities. Identify facilities that are no longer in use or abandoned. Include photographs of existing facilities.
- b) History. Indicate when major system components were constructed, renovated, expanded, or removed from service. Discuss any component failures and the cause for the failure. Provide a history of any applicable violations of regulatory requirements.
- c) Condition of Existing Facilities. Describe present condition; suitability for continued use; adequacy of current facilities; and their conveyance, treatment, storage, and disposal capabilities. Describe the existing capacity of each component. Describe and reference compliance with applicable federal, state, and local laws. Include a brief analysis of overall current energy consumption. Reference an asset management plan if applicable.

- d) Financial Status of any Existing Facilities. (Note: Some agencies require the owner to submit the most recent audit or financial statement as part of the application package.) Provide information regarding current rate schedules, annual O&M cost (with a breakout of current energy costs), other capital improvement programs, and tabulation of users by monthly usage categories for the most recent typical fiscal year. Give status of existing debts and required reserve accounts.
- e) Water/Energy/Waste Audits. If applicable to the project, discuss any water, energy, and/or waste audits which have been conducted and the main outcomes.

### 3) NEED FOR PROJECT

Describe the needs in the following order of priority:

- a) Health, Sanitation, and Security. Describe concerns and include relevant regulations and correspondence from/to federal and state regulatory agencies. Include copies of such correspondence as an attachment to the Report.
- b) Aging Infrastructure. Describe the concerns and indicate those with the greatest impact. Describe water loss, inflow and infiltration, treatment or storage needs, management adequacy, inefficient designs, and other problems. Describe any safety concerns.
- c) Reasonable Growth. Describe the reasonable growth capacity that is necessary to meet needs during the planning period. Facilities proposed to be constructed to meet future growth needs should generally be supported by additional revenues. Consideration should be given to designing for phased capacity increases. Provide number of new customers committed to this project.

### 4) ALTERNATIVES CONSIDERED

This section should contain a description of the alternatives that were considered in planning a solution to meet the identified needs. Documentation of alternatives considered is often a Report weakness. Alternative approaches to ownership and management, system design (including resource efficient or green alternatives), and sharing of services, including various forms of partnerships, should be considered. In addition, the following alternatives should be considered, if practicable: building new centralized facilities, optimizing the current facilities (no construction), developing centrally managed decentralized systems, including small cluster or individual systems, and developing an optimum combination of centralized and decentralized systems. Alternatives should be consistent with those considered in the NEPA, or state equivalent, environmental review. Technically infeasible alternatives that were considered should be mentioned briefly along with an explanation of why they are infeasible, but do not require full analysis. For each technically feasible alternative, the description should include the following information:

- a) Description. Describe the facilities associated with every technically feasible alternative. Describe source, conveyance, treatment, storage and distribution

facilities for each alternative. A feasible system may include a combination of centralized and decentralized (on-site or cluster) facilities.

- b) Design Criteria. State the design parameters used for evaluation purposes. These parameters should comply with federal, state, and agency design policies and regulatory requirements.
- c) Map. Provide a schematic layout map to scale and a process diagram if applicable. If applicable, include future expansion of the facility.
- d) Environmental Impacts. Provide information about how the specific alternative may impact the environment. Describe only those unique direct and indirect impacts on floodplains, wetlands, other important land resources, endangered species, historical and archaeological properties, etc., as they relate to each specific alternative evaluated. Include generation and management of residuals and wastes.
- e) Land Requirements. Identify sites and easements required. Further specify whether these properties are currently owned, to be acquired, leased, or have access agreements.
- f) Potential Construction Problems. Discuss concerns such as subsurface rock, high water table, limited access, existing resource or site impairment, or other conditions which may affect cost of construction or operation of facility.
- g) Sustainability Considerations. Sustainable utility management practices include environmental, social, and economic benefits that aid in creating a resilient utility.
  - i) Water and Energy Efficiency. Discuss water reuse, water efficiency, water conservation, energy efficient design (i.e. reduction in electrical demand), and/or renewable generation of energy, and/or minimization of carbon footprint, if applicable to the alternative. Alternatively, discuss the water and energy usage for this option as compared to other alternatives.
  - ii) Green Infrastructure. Discuss aspects of project that preserve or mimic natural processes to manage stormwater, if applicable to the alternative. Address management of runoff volume and peak flows through infiltration, evapotranspiration, and/or harvest and use, if applicable.
  - iii) Other. Discuss any other aspects of sustainability (such as resiliency or operational simplicity) that are incorporated into the alternative, if applicable.
- h) Cost Estimates. Provide cost estimates for each alternative, including a breakdown of the following costs associated with the project: construction, non-construction, and annual O&M costs. A construction contingency should be included as a non-construction cost. Cost estimates should be included with the descriptions of each technically feasible alternative. O&M costs should include a rough breakdown by O&M category (see example below) and not just a value for each alternative. Information from other sources, such as the recipient's accountant or other known technical service providers, can be incorporated to assist in the development of this section. The cost derived will be used in the life cycle cost analysis described in Section 5 a.

|                                                                     |  |
|---------------------------------------------------------------------|--|
| Example O&M Cost Estimate                                           |  |
|                                                                     |  |
| Personnel (i.e. Salary, Benefits, Payroll Tax, Insurance, Training) |  |
| Administrative Costs (e.g. office supplies, printing, etc.)         |  |
| Water Purchase or Waste Treatment Costs                             |  |
| Insurance                                                           |  |
| Energy Cost (Fuel and/or Electrical)                                |  |
| Process Chemical                                                    |  |
| Monitoring & Testing                                                |  |
| Short Lived Asset Maintenance/Replacement*                          |  |
| Professional Services                                               |  |
| Residuals Disposal                                                  |  |
| Miscellaneous                                                       |  |
| Total                                                               |  |

\* See Appendix A for example list

## 5) SELECTION OF AN ALTERNATIVE

Selection of an alternative is the process by which data from the previous section, “Alternatives Considered” is analyzed in a systematic manner to identify a recommended alternative. The analysis should include consideration of both life cycle costs and non-monetary factors (i.e. triple bottom line analysis: financial, social, and environmental). If water reuse or conservation, energy efficient design, and/or renewable generation of energy components are included in the proposal provide an explanation of their cost effectiveness in this section.

- a) Life Cycle Cost Analysis. A life cycle present worth cost analysis (an engineering economics technique to evaluate present and future costs for comparison of alternatives) should be completed to compare the technically feasible alternatives. Do not leave out alternatives because of anticipated costs; let the life cycle cost analysis show whether an alternative may have an acceptable cost. This analysis should meet the following requirements and should be repeated for each technically feasible alternative. Several analyses may be required if the project has different aspects, such as one analysis for different types of collection systems and another for different types of treatment.
  1. The analysis should convert all costs to present day dollars;
  2. The planning period to be used is recommended to be 20 years, but may be any period determined reasonable by the engineer and concurred on by the state or federal agency;
  3. The discount rate to be used should be the “real” discount rate taken from Appendix C of OMB circular A-94 and found at ([www.whitehouse.gov/omb/circulars/a094/a94\\_appx-c.html](http://www.whitehouse.gov/omb/circulars/a094/a94_appx-c.html));
  4. The total capital cost (construction plus non-construction costs) should be included;



5. Annual O&M costs should be converted to present day dollars using a uniform series present worth (USPW) calculation;
6. The salvage value of the constructed project should be estimated using the anticipated life expectancy of the constructed items using straight line depreciation calculated at the end of the planning period and converted to present day dollars;
7. The present worth of the salvage value should be subtracted from the present worth costs;
8. The net present value (NPV) is then calculated for each technically feasible alternative as the sum of the capital cost (C) plus the present worth of the uniform series of annual O&M (USPW (O&M)) costs minus the single payment present worth of the salvage value (SPPW(S)):

$$NPV = C + USPW (O\&M) - SPPW (S)$$

9. A table showing the capital cost, annual O&M cost, salvage value, present worth of each of these values, and the NPV should be developed for state or federal agency review. All factors (major and minor components), discount rates, and planning periods used should be shown within the table;
10. Short lived asset costs (See Appendix A for examples) should also be included in the life cycle cost analysis if determined appropriate by the consulting engineer or agency. Life cycles of short lived assets should be tailored to the facilities being constructed and be based on generally accepted design life. Different features in the system may have varied life cycles.

- b) Non-Monetary Factors. Non-monetary factors, including social and environmental aspects (e.g. sustainability considerations, operator training requirements, permit issues, community objections, reduction of greenhouse gas emissions, wetland relocation) should also be considered in determining which alternative is recommended and may be factored into the calculations.

## 6) PROPOSED PROJECT (RECOMMENDED ALTERNATIVE)

The engineer should include a recommendation for which alternative(s) should be implemented. This section should contain a fully developed description of the proposed project based on the preliminary description under the evaluation of alternatives. Include a schematic for any treatment processes, a layout of the system, and a location map of the proposed facilities. At least the following information should be included as applicable to the specific project:

- a) Preliminary Project Design.

- i) Drinking Water:

Water Supply. Include requirements for quality and quantity. Describe recommended source, including site and allocation allowed.

Treatment. Describe process in detail (including whether adding, replacing, or rehabilitating a process) and identify location of plant and site of any process discharges. Identify capacity of treatment plant (i.e. Maximum Daily Demand).

Storage. Identify size, type and location.

Pumping Stations. Identify size, type, location and any special power requirements. For rehabilitation projects, include description of components upgraded.

Distribution Layout. Identify general location of new pipe, replacement, or rehabilitation: lengths, sizes and key components.

ii) Wastewater/Reuse:

Collection System/Reclaimed Water System Layout. Identify general location of new pipe, replacement or rehabilitation: lengths, sizes, and key components.

Pumping Stations. Identify size, type, site location, and any special power requirements. For rehabilitation projects, include description of components upgraded.

Storage. Identify size, type, location and frequency of operation.

Treatment. Describe process in detail (including whether adding, replacing, or rehabilitating a process) and identify location of any treatment units and site of any discharges (end use for reclaimed water). Identify capacity of treatment plant (i.e. Average Daily Flow).

iii) Solid Waste:

Collection. Describe process in detail and identify quantities of material (in both volume and weight), length of transport, location and type of transfer facilities, and any special handling requirements.

Storage. If any, describe capacity, type, and site location.

Processing. If any, describe capacity, type, and site location.

Disposal. Describe process in detail and identify permit requirements, quantities of material, recycling processes, location of plant, and site of any process discharges.

iv) Stormwater:

Collection System Layout. Identify general location of new pipe, replacement or rehabilitation: lengths, sizes, and key components.

Pumping Stations. Identify size, type, location, and any special power requirements.

Treatment. Describe treatment process in detail. Identify location of treatment facilities and process discharges. Capacity of treatment process should also be addressed.

Storage. Identify size, type, location and frequency of operation.

Disposal. Describe type of disposal facilities and location.

Green Infrastructure. Provide the following information for green infrastructure alternatives:

- Control Measures Selected. Identify types of control measures selected (e.g., vegetated areas, planter boxes, permeable pavement, rainwater cisterns).
- Layout: Identify placement of green infrastructure control measures, flow paths, and drainage area for each control measure.
- Sizing: Identify surface area and water storage volume for each green infrastructure control measure. Where applicable, soil infiltration rate, evapotranspiration rate, and use rate (for rainwater harvesting) should also be addressed.
- Overflow: Describe overflow structures and locations for conveyance of larger precipitation events.

- b) Project Schedule. Identify proposed dates for submittal and anticipated approval of all required documents, land and easement acquisition, permit applications, advertisement for bids, loan closing, contract award, initiation of construction, substantial completion, final completion, and initiation of operation.
- c) Permit Requirements. Identify any construction, discharge and capacity permits that will/may be required as a result of the project.
- d) Sustainability Considerations (if applicable).
- i) Water and Energy Efficiency. Describe aspects of the proposed project addressing water reuse, water efficiency, and water conservation, energy efficient design, and/or renewable generation of energy, if incorporated into the selected alternative.
- ii) Green Infrastructure. Describe aspects of project that preserve or mimic natural processes to manage stormwater, if applicable to the selected alternative. Address management of runoff volume and peak flows through infiltration, evapotranspiration, and/or harvest and use, if applicable.
- iii) Other. Describe other aspects of sustainability (such as resiliency or operational simplicity) that are incorporated into the selected alternative, if incorporated into the selected alternative.
- e) Total Project Cost Estimate (Engineer's Opinion of Probable Cost). Provide an itemized estimate of the project cost based on the stated period of construction. Include construction, land and right-of-ways, legal, engineering, construction program management, funds administration, interest, equipment, construction contingency, refinancing, and other costs associated with the proposed project. The construction subtotal should be separated out from the non-construction costs. The non-construction subtotal should be included and added to the

construction subtotal to establish the total project cost. An appropriate construction contingency should be added as part of the non-construction subtotal. For projects containing both water and waste disposal systems, provide a separate cost estimate for each system as well as a grand total. If applicable, the cost estimate should be itemized to reflect cost sharing including apportionment between funding sources. The engineer may rely on the owner for estimates of cost for items other than construction, equipment, and engineering.

- f) Annual Operating Budget. Provide itemized annual operating budget information. The owner has primary responsibility for the annual operating budget, however, there are other parties that may provide technical assistance. This information will be used to evaluate the financial capacity of the system. The engineer will incorporate information from the owner's accountant and other known technical service providers.
- i) Income. Provide information about all sources of income for the system including a proposed rate schedule. Project income realistically for existing and proposed new users separately, based on existing user billings, water treatment contracts, and other sources of income. In the absence of historic data or other reliable information, for budget purposes, base water use on 100 gallons per capita per day. Water use per residential connection may then be calculated based on the most recent U.S. Census, American Community Survey, or other data for the state or county of the average household size. When large agricultural or commercial users are projected, the Report should identify those users and include facts to substantiate such projections and evaluate the impact of such users on the economic viability of the project.
- ii) Annual O&M Costs. Provide an itemized list by expense category and project costs realistically. Provide projected costs for operating the system as improved. In the absence of other reliable data, base on actual costs of other existing facilities of similar size and complexity. Include facts in the Report to substantiate O&M cost estimates. Include personnel costs, administrative costs, water purchase or treatment costs, accounting and auditing fees, legal fees, interest, utilities, energy costs, insurance, annual repairs and maintenance, monitoring and testing, supplies, chemicals, residuals disposal, office supplies, printing, professional services, and miscellaneous as applicable. Any income from renewable energy generation which is sold back to the electric utility should also be included, if applicable. If applicable, note the operator grade needed.
- iii) Debt Repayments. Describe existing and proposed financing with the estimated amount of annual debt repayments from all sources. All estimates of funding should be based on loans, not grants.
- iv) Reserves. Describe the existing and proposed loan obligation reserve requirements for the following:

Debt Service Reserve – For specific debt service reserve requirements consult with individual funding sources. If General Obligation bonds are proposed to be used as loan security, this section may be omitted, but this should be clearly stated if it is the case.

Short-Lived Asset Reserve – A table of short lived assets should be included for the system (See Appendix A for examples). The table should include the asset, the expected year of replacement, and the anticipated cost of each. Prepare a recommended annual reserve deposit to fund replacement of short-lived assets, such as pumps, paint, and small equipment. Short-lived assets include those items not covered under O&M, however, this does not include facilities such as a water tank or treatment facility replacement that are usually funded with long-term capital financing.

## 7. CONCLUSIONS AND RECOMMENDATIONS

Provide any additional findings and recommendations that should be considered in development of the project. This may include recommendations for special studies, highlighting of the need for special coordination, a recommended plan of action to expedite project development, and any other necessary considerations.



**SUBJECT FOR DISCUSSION**

Increase Processing Fees Assessed on All Court Credit/Debit Card Payments

**SUMMARY STATEMENT/BACKGROUND DISCUSSION**

November 2019 the Fort Lupton City Council approved AM 2019-221 amending the agreement with Tyler Technologies. The AM authorized Global Payments to be the credit/debit card processor for Court payments made online and in-person. Global Payments' receives compensation from the processing fees. Customers are responsible for the processing fees and the City is liable for equipment and maintenance costs.

December 2020 Council approved AM 2020-194 changing the responsible party for the online portal fees of \$2.50 per transaction from the customer to the City. There was no change of responsibility of the card-processing fees.

The processing fee was set at 3.21% when services began in 2019. In November 2021, the fees increased to 3.95%. This year, 2022, has resulted in three (3) Federal interest rate increases and a fourth anticipated by end of July 2022. In light of an analysis, the Court processing fees will increase from 3.95% to 5.0%. The primary reasons for increase is due to Federal interest rate increases and soaring processing fees.

**FINANCIAL CONSIDERATIONS**

During 2022, we have not collected \$1,240.84 in court credit card fees due to the increase in charges from the credit card company.

These fees also effect the building permits. The Cascade Building Permit system uses the Global Payments credit card processor. Currently on a \$1,000 building permit, Global Payments adds \$39.50 to the fee if paid with a credit card. This would increase the fee to \$50 on a \$1,000 building permit.

**ALTERNATIVES/OPTIONS**

Establish a set processing fee rate and the City pays the difference.

**Certification of Council Approval:**

Ordinance No. \_\_\_\_\_

Resolution No. \_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date



## Upcoming Events

|                 |                                                      |
|-----------------|------------------------------------------------------|
| August 2, 2022  | National Night Out                                   |
| August 2, 2022  | City Council Meeting, 130 S. McKinley Ave. 6:00 p.m. |
| August 9, 2022  | Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.    |
| August 16, 2022 | City Council Meeting, 130 S. McKinley Ave. 6:00 p.m. |
| August 25, 2022 | Spaghetti Dinner, 203 S. Harrison Ave. 3:00 p.m.     |
| August 30, 2022 | Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.    |

