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Div of Local Government

RESOLUTION NO. 2019-74

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRIGHTON, COLORADO APPROVING THE SERVICE PLAN AND INTERGOVERNMENTAL AGREEMENT FOR THE RIDGELINE VISTA METROPOLITAN DISTRICT AND AUTHORIZING THE MAYOR TO SIGN THE INTERGOVERNMENTAL AGREEMENT AND THE CITY CLERK TO ATTEST THERETO

WHEREAS, Section 32-1-204.5, C.R.S. provides that no special district shall be organized if its boundaries are wholly contained within the boundaries of a municipality, except upon adoption of a resolution of approval of the governing body of such municipality; and

WHEREAS, a service plan (the "Service Plan") for Ridgeline Vista Metropolitan District (the "District") was submitted to the City Council (the "City Council") of the City of Brighton, Colorado (the "City") by the District in compliance with Section 32-1-204.5, C.R.S.; and

WHEREAS, the Service Plan and Intergovernmental Agreement, as presented for approval, include specific notification requirements intended to inform future residents of the District about the taxes that can be imposed on properties located within the District; and

WHEREAS, the territory of the proposed District is located wholly within the boundaries of the City; and

WHEREAS, the City determined to hold a public hearing on its consideration of the Service Plan; and

WHEREAS, adequate notice has been published and sent to interested parties of a public hearing of the City Council to review the Service Plan; and

WHEREAS, the City Council has conducted a public hearing on the Service Plan for the District on July 2, 2019 at which the City Council has considered the testimony and evidence presented at the hearing.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRIGHTON, COLORADO AS FOLLOWS:

Section 1. That notice of the public hearing was properly given; that the hearing before the City Council was open to the public; that all interested parties were heard or had the opportunity to be heard; that all relevant testimony and evidence submitted to the City Council was considered and that the City Council has jurisdiction to hear this matter.

Section 2. The Service Plan for the District is hereby approved pursuant to C.R.S. Sections 32-1-204.5, 32-1-203(3) and 32-1-204(4). The City hereby further authorizes the Districts to effectuate their organization through recordation of an Order for Organization pursuant to the provisions of C.R.S. §32-1-105.

Section 3. The City hereby makes the following findings:

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

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

c. The proposed special District is capable of providing economical and sufficient service to the area within their proposed boundaries.

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

Section 4. 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 other information presented to the City in connection with the Service Plan. The City has not conducted any independent investigation of such evidence. The City makes no guarantee as to the financial viability of the District or the achievability of the results. The Service Plan includes a limitation on the amount of Debt (as that term is defined in the Service Plan) the District can issue, and that amount is \$8,530,000.

Section 5. This Resolution shall be filed in the records of the City and a certified copy thereof submitted to the petitioners forthwith.

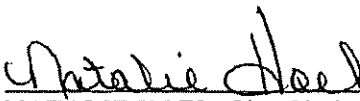
Section 6. The City Council hereby approves the Intergovernmental Agreement in substantially the form set forth as an exhibit to the Service Plan; however such Intergovernmental Agreement may be completed, corrected or revised as deemed necessary by the parties thereto in order to carry out the purposes of this Resolution and as the Mayor shall approve, the execution thereof being deemed conclusive approval of any such changes by the City. The Mayor is hereby authorized and directed to execute the Intergovernmental Agreement for the City and the City Clerk is hereby authorized and directed to affix the seal of the City to the Intergovernmental Agreement and to attest the Intergovernmental Agreement.

RESOLVED, this 2<sup>nd</sup> day of July, 2019.

CITY OF BRIGHTON, COLORADO

  
KENNETH J. KREUTZER, Mayor

ATTEST:

  
NATALIE HOEL, City Clerk

APPROVED AS TO FORM:

  
JACK D. BAJOREK, City Attorney

Exhibit A

Service Plan and Intergovernmental Agreement

(Starts on next page)

**SERVICE PLAN**

**FOR**

**RIDGELINE VISTA METROPOLITAN DISTRICT,  
CITY OF BRIGHTON, COLORADO**

**Prepared**

**By**

**MILLER & ASSOCIATES LAW OFFICES, LLC  
1641 California Street, Suite 300  
Denver, Colorado 80202**

**Version 4  
Submitted: June 26, 2019**

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## **LIST OF EXHIBITS**

<b>EXHIBIT A</b>	Vicinity Map
<b>EXHIBIT B-1</b>	Initial District Boundary Legal Description
<b>EXHIBIT B-2</b>	Inclusion Area Boundary Legal Description
<b>EXHIBIT C-1</b>	Initial District Boundary Map
<b>EXHIBIT C-2</b>	Inclusion Area Boundary Map
<b>EXHIBIT D</b>	Financial Plan
<b>EXHIBIT E</b>	List of Public Improvements and Estimated Costs
<b>EXHIBIT F</b>	Intergovernmental Agreement

## **I. INTRODUCTION**

### **A. Purpose and Intent.**

The City's objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District or other legally available revenues of the District, and to provide for the operation and maintenance of all or a portion of the Public Improvements. The District is an independent unit of local government, separate and distinct from the City. The Public Improvements shall be designed, constructed, operated and maintained in accordance with the City Approvals, and shall be for the use and benefit of all anticipated residents and taxpayers of the District.

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 of the District is to finance and fund the construction of the Public Improvements, and for the District to provide ongoing Operation and Maintenance of all or a portion of the Public Improvements. The District shall be authorized to finance the Public Improvements that can be funded from Debt which is to be repaid from the Debt Service Mill Levy, Special Assessments, Fees, and/or other sources of revenue, and to Operate and Maintain certain of the Public Improvements as set forth in the City Approvals, including, without limitation, the maintenance of all landscaping and drainage tracts within the boundaries of the District.

It is the intent of this Service Plan to assure to the extent possible that no property bear an economic burden that is greater than that associated with revenues from the Debt Service Mill Levy, Fees, Special Assessments, and/or other sources of revenue, even under bankruptcy or other unusual situations. Generally, the costs of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District.

### **B. Need for the District.**

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, operation and maintenance of the Public Improvements. Formation of 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. Organizers and Consultants. This Service Plan has been prepared by the following:

**Organizers**

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**II. DEFINITIONS**

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

Board: means the Board of Directors of the District.

City: means the City of Brighton, Colorado.

City Approvals: means, collectively, (a) the final plats for the areas within the District, (b) the final development plans and/or landscape plans for the areas within the District, (c) the construction plans for the public improvements within the District, (d) the development agreements a/k/a subdivision improvement agreements for the areas within the District, (e) any other agreements between the City and the District relating to the area within the District, including, as applicable, the Intergovernmental Agreement, and (f) any amendments made to any of the foregoing documents.

City Council: means the City Council of the City of Brighton, Colorado.

City Code: means the Brighton Municipal Code and any rules and regulations promulgated pursuant thereto.

C.R.S.: means the Colorado Revised Statutes, as the same may be amended from time to time.

Debt: means bonds, notes or other multiple fiscal year financial obligations for the payment of which the District has promised to impose, charge, assess and levy the Debt Service Mill Levy, Fees, Special Assessments and/or pledge other revenues. The definition of Debt shall not include intergovernmental agreements between and among the District and any other special district that is formed within the Inclusion Area Boundaries and is part of the same development project.

Debt Service Mill Levy: means the mill levy the District is permitted to impose for the payment of the debt service requirements of Debt, as set forth in Section V.C.1.

District: means the Ridgeline Vista Metropolitan District.

End User: means any owner, or tenant of any owner, of any platted Taxable Property within the District for which a certificate of occupancy has been issued who is a resident homeowner, renter, commercial property owner, or commercial tenant. A person or entity that owns undeveloped Taxable Property or 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 in respect of 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; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt. If the District has engaged a municipal adviser that meets the foregoing criteria and has a fiduciary duty to the District, the municipal adviser may fill the role of the External Financial Advisor.

Fees: means any fee, rate, toll, penalty or charge imposed or received by the District for services, programs or facilities provided by the District, as set forth in Section IV.A.18.

Financial Plan: means the Financial Plan described in Section V and attached as **Exhibit D** hereto which has been prepared in accordance with the Special District Act.

Inclusion Area Boundaries: means the boundaries of the area legally described in **Exhibit B-2** and depicted on the Inclusion Area Boundary Map.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2**, depicting the property proposed for inclusion within the District.

Initial District Boundaries: means the boundaries of the area legally described in **Exhibit B-1** and depicted on the Initial District Boundary Map, which may change from time to time if the District undergoes inclusions or exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., subject to the limitations set forth in Section IV.A.12.

Initial District Boundary Map: means the map attached hereto as **Exhibit C-1**, depicting the District's initial boundaries.

Intergovernmental Agreement: means the intergovernmental agreement between the District and the City, a form of which is attached hereto as **Exhibit F**. The Intergovernmental Agreement may be amended from time to time by the District and the City.

Maximum Combined Mill Levy: means the maximum combined Debt Service Mill Levy and Operations and Maintenance Mill Levy that may be imposed by the District, as further set forth in Section V.C.3. hereof.

Mill Levy Adjustment: means if, on or after January 1 of the year of approval of the Service Plan, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, the Debt Service Mill Levy, the Operations and Maintenance Mill Levy, and the Maximum Combined 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 such January 1, 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.

Operate and Maintain or Operation and Maintenance: means (a) the ongoing operation, maintenance, planning, design, acquisition, construction, repair and replacement of all or a portion of the Public Improvements or the provision of services related thereto; (b) the reasonable and necessary costs of ongoing administrative, accounting and legal services to the District; and (c) covenant enforcement and design review services the District may perform; all in accordance with the provisions and requirements of, as applicable, the Special District Act, this Service Plan, the Intergovernmental Agreement, the City Code and the City Approvals.

Operation and Maintenance Mill Levy: means the mill levy the District is permitted to impose for the payment of the District's Operation and Maintenance Costs, as set forth in Section V.C.2 below.

Project: means the development or property commonly referred to as Ridgeline Vista in Brighton, Colorado.

Public Improvement Fee: means revenue received by the District from a public improvement fee on taxable retail sales transactions occurring within the District, or

similar fee imposed by the owner of property in the District on similar transactions.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped, financed, Operated and Maintained, as generally described in Section IV, **Exhibit E**, the Special District Act and in accordance with the City Approvals, that serve the future taxpayers and inhabitants of the property within the District boundaries as determined by the Board.

Service Plan: means this service plan for the District approved by the City Council.

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

Special Assessment: means the levy of an assessment within the boundaries of a special improvement district pursuant to Section IV.A.19.

Special District Act: means Title 32, Article 1 of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

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

### **III. PROPERTY INFORMATION; ESTIMATED PUBLIC IMPROVEMENT COSTS**

#### **A. Property Information.**

A vicinity map depicting the Project is attached hereto as **Exhibit A**. The property within the District boundaries includes approximately Seventy (70) acres of agricultural dry farming land, and the legal description and detailed boundary map are attached hereto as **Exhibit B-1** and **C-1**, respectively. It is anticipated that the Initial District Boundaries may change from time to time as the District undergoes inclusions and exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., subject to the limitations set forth in Section IV.A.12.

The population of the District at build-out is estimated to be approximately Eight Hundred Eighty Five (885) people. The current assessed valuation of the property within the District boundaries is Two Thousand Seven Hundred Eighty Dollars (\$2,780) and the projected assessed value of the District at build-out is expected to be sufficient to reasonably discharge the Debt under the Financial Plan attached hereto as **Exhibit D**.

Approval of this Service Plan by the City does not imply approval or vesting of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto, which approvals shall be as set forth in the City Approvals. The approval of this Service Plan by the City in no way relieves the developer of the Project of any developer guarantees or other conditions, requirements or commitments as set forth

in the City Approvals or as otherwise required by the City.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements. A list of the Public Improvements the District anticipates providing, including a cost estimate for each category of improvements in current-year dollars, is attached hereto as **Exhibit E**. Notwithstanding the foregoing, the list of Public Improvements as set forth in Exhibit E is subject to change as development within the Project progresses and in accordance with City Approvals. The District shall be authorized to construct Public Improvements as provided hereunder and as may be more specifically defined in the City Approvals. The estimated costs of the Public Improvements were prepared based upon a preliminary engineering survey and estimates and is approximately Twenty One Million Six Hundred Sixty-One Thousand Two Hundred Sixty-Two Dollars (\$21,661,262). Such estimated costs are based on the assumption that construction will conform to the City Approvals and any other applicable local, State or Federal requirements.

**IV. DESCRIPTION OF POWERS, IMPROVEMENTS AND SERVICES; SERVICE PLAN AMENDMENT**

A. Powers of the District and Limitations.

The District shall have the power and authority to provide the Public Improvements and related Operation and Maintenance activities as such power and authority is described in the Special District Act and other applicable statutes, common law, and the Constitution, subject to the limitations set forth herein, and in the City Approvals.

1. Operation and Maintenance. The District shall Operate and Maintain all or any portion of the Public Improvements as set forth in the City Approvals. It is anticipated that, at a minimum, the District may own, maintain, repair and replace interior streets, local storm drainage improvements and local parks that are smaller than five (5) acres in size. The City and the District may specifically provide in the Intergovernmental Agreement or other City Approval the Public Improvements that will be maintained by the City and the Public Improvements that will be maintained by the District. The District may be required to dedicate all or any portion of the Public Improvements to the City or other appropriate governmental entity as set forth in the City Approvals. The District shall have the power to provide ongoing covenant enforcement and design review services in accordance with the Special District Act as part of its ongoing Operation and Maintenance activities.

2. Fire Protection Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation Limitation. The District shall not be

authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to the City Approvals.

4. Limitation on Extraterritorial Service. Except as set forth in the City Approvals, the District shall not be authorized to provide services or facilities outside the District boundaries or to establish Fees, rates, tolls, penalties or charges for any such services or facilities.

5. Telecommunication Facilities. The District agrees that no telecommunication facilities shall be constructed except pursuant to the City Approvals and that no such facilities owned, operated or otherwise allowed by the District shall affect the ability of the City to expand its public safety telecommunication facilities or impair existing telecommunication facilities.

6. Construction Standards Requirement. The District will ensure that the Public Improvements are designed and constructed in accordance with the City Approvals and with the standards and specifications of any other governmental entities having proper jurisdiction over the Project. All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City. The District will obtain the approval of civil engineering plans from the appropriate jurisdiction and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

7. Zoning and Land Use Requirements. The District shall be subject to all of the City's zoning, subdivision, building code and other land use requirements.

8. Growth Limitations. The City shall not be limited in implementing City Council or voter approved growth limitations, even though such actions may reduce or delay development within the District and the realization of District revenue.

9. Conveyance. The District agrees to convey to the City any interest in real property owned by the District that is reasonably necessary, in the City's sole discretion, for any City capital improvement projects for transportation, utilities or drainage.

10. Eminent Domain. The District shall be authorized to utilize the power of eminent domain only after prior consent from the City Council, which consent shall be evidenced by resolution, or as otherwise set forth in the Intergovernmental Agreement.

11. Water Rights/Resources Limitation. The District shall not acquire, own, manage, adjudicate or develop water rights or resources except as otherwise provided pursuant to the Intergovernmental Agreement.

12. Inclusion and Exclusion Limitation. Except for property within the Inclusion Area Boundaries, the District shall not include any properties into its boundaries

without the prior consent of the City Council, which consent shall be evidenced by resolution. The District shall not exclude any property from its boundaries without the prior consent of the City Council, which consent shall be evidenced by resolution.

13. Overlap Limitation. Without the prior consent of the City Council, which consent shall be evidenced by resolution, the boundaries of the District shall not overlap with any other district formed under the Special District Act.

14. Sales and Use Tax. The District shall not exercise its City sales and use tax exemption.

15. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to the Intergovernmental Agreement. 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.

16. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior consent of the City, which consent shall be evidenced by resolution.

17. Subdistrict Limitation. The District shall not create any subdistrict pursuant to Section 32-1-1101, C.R.S. without the prior consent of the City Council, which consent shall be evidenced by resolution.

18. Fees. The District may impose and collect Fees for services, programs or facilities furnished by the District, and the District may from time to time increase or decrease the Fees. The District may also receive revenues from Public Improvement Fees. The District may use the revenue from Fees and Public Improvement Fees for the payment of Debt and Operation and Maintenance costs.

19. Special Assessments. If authorized in the Intergovernmental Agreement, the District may establish one or more special improvement districts within the District boundaries and may levy a Special Assessment within the special improvement district in order to finance all or part of the costs of any Public Improvements to be constructed or installed that the District is authorized to finance.

20. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Debt Service Mill Levy, the Operation and Maintenance Mill Levy, Fees and Special Assessments, have been established under the authority of the City to approve the Service Plan 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 (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).

The filing of any bankruptcy petition by the District shall constitute, simultaneously with such filing, a material departure of the express terms of this Service Plan, thus necessitating a material modification that must be submitted to the City for its consideration as a Service Plan Amendment.

21. Reimbursement Agreements. If the District utilizes reimbursement agreements to obtain repayment from third-party developers or adjacent landowners for costs of Public Improvements that benefit third-party landowners, and if such Public Improvements have been financed by the District through the issuance of Debt that remains outstanding, any and all resulting reimbursements received shall be deposited in the District’s debt service fund and used solely for the purpose of retiring the District’s Debt that financed such Public Improvement, or as otherwise set forth in the Intergovernmental Agreement.

22. Major and Minor Arterial Streets. The District shall be required to construct or cause to be constructed the full width of all major and minor arterial streets within the District and around the perimeter of the District, as further detailed in the City Approvals, unless otherwise provided in the Intergovernmental Agreement.

B. Service Plan Amendment.

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 in IV.A. above or in V.B, V.C or V.D herein shall be deemed to be material modifications to this Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin or modify such actions of the District, including the necessity for the District to process a Service Plan amendment. All Service Plan Amendments shall be processed by the City in accordance with the provisions of the Special District Act, including, without limitation, all notice and public hearing requirements.

**V. FINANCIAL PROVISIONS**

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 District shall also be authorized to provide Operation and Maintenance as further set forth herein and in the Intergovernmental Agreement, which shall be paid from the Operation and Maintenance Mill Levy and other legally available revenues of the District. The District



may impose a mill levy on Taxable Property as a primary source of revenue for repayment of Debt service and for Operation and Maintenance, subject to the terms and provisions contained herein and in the Intergovernmental Agreement. The District may also rely upon various other revenue sources authorized by law. At the District's discretion, these may include the assessment of Fees as provided in Section 32-1-1001(I), C.R.S. and in accordance with Section IV.A.18; and the imposition of Special Assessments as provided in Section 32-1-1101.7, C.R.S. and in accordance with Section IV.A.19.

The Financial Plan for the District, which is attached hereto as **Exhibit D**, reflects that the District will issue no more Debt than the District can reasonably expect to pay from revenues derived from the Debt Service Mill Levy, Fees, Special Assessments and/or other legally available revenues. The District may issue such Debt on a schedule and in such year or years as the District determines shall meet the needs of the Financial Plan and phased to serve development as it occurs.

B. Maximum Voted Interest Rate, Maximum Underwriting Discount and Maximum Term of Debt.

1. The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. The maximum interest rate on any Debt shall not exceed fifteen percent (15%), and any Debt-related ballot questions shall include such interest rate limitation. Interest on any Debt of the District, or other District obligations payable in whole or in part from the revenues derived from the Debt Service Mill Levy, shall be simple per annum interest, and shall not compound. The maximum underwriting discount shall be five percent (5%). The documents pursuant to which any Debt is issued shall prohibit the acceleration of principal of such Debt.

2. The maximum term of any Debt issued by the District shall be forty (40) years, and any amount of outstanding principal and/or accrued interest that remains unpaid upon the final maturity date of any Debt shall be deemed to be forever discharged.

3. 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. All debt-related election ballot questions shall be drafted so as to reflect the provisions in this Section V.B. Prior to any election to authorize the issuance of Debt, the District shall cause a letter prepared by an attorney in the State of Colorado to be provided to the City opining that the election questions related to the Debt include the limitations in Section V.B.

4. Failure to observe the requirements established in this Section shall constitute a material modification under the Service Plan and shall entitle the City to all remedies available at law and in equity.

C. Debt Service Mill Levy, Operation and Maintenance Mill Levy and Maximum Combined Mill Levy.

1. The District may impose an ad valorem Debt Service Mill Levy (a mill being equal to 1/10th of 1 cent) upon the Taxable Property within the District for the purpose of paying the debt service requirements on District Debt. The Debt Service Mill Levy shall not

exceed fifty (50.000) mills, subject to the Mill Levy Adjustment, without the prior approval of the City Council, which approval shall be evidenced by resolution. In addition, the District may request that the City process a Service Plan Amendment to increase the maximum Debt Service Mill Levy that may be imposed to repay District Debt or to provide that the Debt Service Mill Levy shall be such amount as is necessary to pay the debt service on such Debt, without limitation of rate.

No Debt Service Mill Levy shall be imposed by the District to finance Public Improvements until the City has approved a final plat and development agreement for the phase of development within the District Boundaries that include such Public Improvements.

The District shall not impose a Debt Service Mill Levy to pay the debt service requirements on District Debt for more than forty (40) years after the date on which the District imposed the initial Debt Service Mill Levy for the payment of the first issuance of District Debt unless: (a) a majority of the Board imposing the Debt Service Mill Levy is comprised of End Users, and (b) the Board has voted in favor of extending the time that the Debt Service Mill Levy may be imposed for the payment of District Debt.

2. The District may impose an ad valorem Operation and Maintenance Mill Levy (a mill being equal to 1/10th of 1 cent) upon the Taxable Property within the District for the purpose of paying Operation and Maintenance costs. No Operation and Maintenance Mill Levy shall be imposed until the Intergovernmental Agreement is executed by both the City and the District.

3. The maximum combined mill levy, including the Debt Service Mill Levy and the Operation and Maintenance Mill Levy (the "Maximum Combined Mill Levy"), shall not exceed sixty (60.000) mills, subject to the Mill Levy Adjustment, without the prior approval of the City Council, which approval shall be evidenced by resolution. In addition, the District may request that the City process a Service Plan Amendment to increase the Maximum Combined Mill Levy.

4. Failure to observe the requirements established in this Section V.C. shall constitute a material modification under the Service Plan and shall entitle the City to all remedies available at law and in equity.

D. Debt Parameters.

1. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S., all other requirements of State law and the provisions of this Service Plan. In addition, 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; (c) impose and/or collect any Fees to be used for the purpose of repayment of Debt, or (d) levy any Special Assessments, prior to the approval by the City of a final plat and development agreement relating to that phase of development within the District Boundaries that will be financed with such Debt, mill levy, Fees or Special Assessments.

2. The maximum total aggregate principal amount of Debt that may be issued

or incurred by the District shall not exceed Eight Million Five Hundred Thirty Thousand Dollars (\$8,530,000), without the prior approval of the City Council, which approval shall be evidenced by resolution. Debt that is issued for the purpose of refunding outstanding District Debt shall not be counted against such debt limitation; provided, however, that if the aggregate principal amount of the refunding Debt exceeds the outstanding aggregate principal amount of the refunded Debt, the increase in principal amount shall be counted against such Debt limitation.

3. 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 the 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.

4. Failure to observe the requirements established in this Section V.D. shall constitute a material modification under the Service Plan and shall entitle the City to all remedies available at law and in equity.

E. Debt Instrument Disclosure Requirement.

In the text of any 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 in 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 the District.

Similar language describing the limitations in respect of 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. 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.

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, and any such entity shall be subject to and bound by all terms, conditions, and limitations of the Service Plan and the Intergovernmental Agreement.

H. District's Operation and Maintenance Costs.

In addition to the capital costs of the Public Improvements, the District will require operating funds for Operation and Maintenance costs; the first year's operating budget is estimated to be Forty-Five Thousand Dollars (\$45,000) which is anticipated to be derived from the Operation and Maintenance Mill Levy, Fees, and other sources of District revenue.

## **VI. AUDIT AND ANNUAL REPORT**

To the extent that the District is required to prepare an audit in accordance with the provisions of State law, the District shall submit a copy of its annual audit to the City within 30 days of filing its audit with the State, which requirement may be waived by the City in its sole discretion.

The District shall be responsible for submitting an annual report to the City Clerk no later than March 1 of each year. The annual report shall include information as to the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.
2. Copy of the District's budget resolution for the current year and any budget amendments from the prior year.
3. Copy of the District's rules and regulations, if any, as of December 31 of the prior year.
4. Copy of any resolutions or Fee schedules adopted by the District relating to the imposition of Fees, Public Improvement Fees, or Special Assessments by the District.
5. A summary of any litigation which involves the Public Improvements as of December 31 of the prior year.
6. Status of the District's construction of the Public Improvements as of December 31 of the prior year.

7. A list of all Public Improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year.

8. A list of all Public Improvements that are owned and/or Operated and Maintained by the District, including identification of the standards by which the Public Improvements are required to be Operated and Maintained.

9. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.

10. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

11. Any alteration or revision of the proposed schedule of Debt issuance set forth in the Financial Plan.

12. Copy of the disclosure notice required by paragraph 5 of the Intergovernmental Agreement.

## **VII. DISSOLUTION**

The District agrees to file a petition in the appropriate District Court for dissolution, pursuant to the applicable State statutes when the District Board deems it to be in the best interest of the District to dissolve, provided that the District is no longer performing the Operation and Maintenance services and such responsibilities have been assigned to and assumed by another entity. In no event shall dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

## **VIII. MEETING LOCATIONS AND DISCLOSURE NOTICES**

All special and regular District meetings shall be open to the public and shall be held at a location within City limits that is within twenty miles of the District boundaries. The District shall provide annual notice to all eligible electors of the District, in accordance with Section 32-1-809, C.R.S. In addition, the District shall record a District public disclosure document and a map of the District boundaries with the Clerk and Recorder of each County in which District property is located, in accordance with Section 32-1-104.8, C.R.S. The District shall also prepare and record the notice required in paragraph 5 of the Intergovernmental Agreement. The District shall use reasonable efforts to ensure that copies of the annual notice, the public disclosure document and boundary map, and the notice required by paragraph 5 of the Intergovernmental Agreement are provided to potential purchasers of real property within the Project Area as part of the seller's required property disclosures.

## **IX. INTERGOVERNMENTAL AGREEMENT**

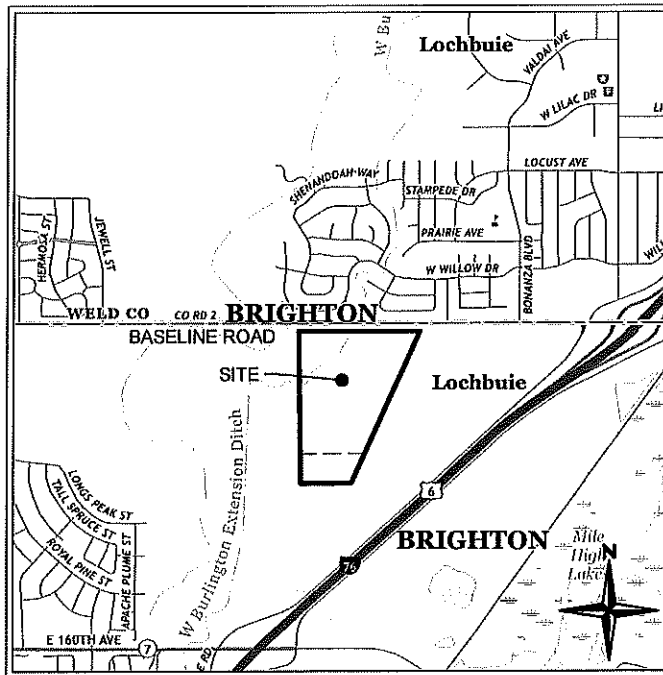
The District and the City shall enter into an Intergovernmental Agreement, a form of which is attached hereto as **Exhibit F**, provided that such Intergovernmental Agreement may be revised by the City and the District to include such additional details and requirements therein as are deemed necessary by the City and the District in connection with the development of the Project and the financing of the Public Improvements. The District shall approve the Intergovernmental Agreement at its first Board meeting after its organizational election. Failure by the District to execute the Intergovernmental Agreement as required herein shall constitute a material modification hereunder. The Intergovernmental Agreement may be amended from time to time by the District and the City, provided that any such amendments shall be in compliance with the provisions of this Service Plan.

## **X. CONCLUSION**

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., establishes 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; and
4. The area to be included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

**EXHIBIT A  
Vicinity Map**



**VICINITY MAP**

1" = 2000'

I:\2018\18007 - Neff Process\CADD\Exhibits\18007\_Vicinity\_Map.dwg, Job: 8x11, Apr. 23, 2019, 10:54am, tfrazier



BRIGHTON

CO

**VICINITY MAP  
RIDGELINE VISTA**

DATE 2019.04.23

PROJ. NO. 18007

SHEET

**VIC**

**EXHIBIT B-1**

**Initial District Boundary Legal Description**

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN; COUNTY OF ADAMS, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE WEST QUARTER CORNER OF SAID SECTION 1, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 1 BEARS NORTH 00°46'49" WEST, A DISTANCE OF 2331.28 FEET;

THENCE NORTH 89°45'04" EAST, ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 1, A DISTANCE OF 722.20 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 00°46'55" WEST, A DISTANCE OF 76.52 FEET;

THENCE NORTH 89°02'54" EAST, A DISTANCE OF 92.14 FEET;

THENCE SOUTH 24°18'10" WEST, A DISTANCE OF 85.37 FEET TO A POINT ON SAID EAST-WEST CENTERLINE;

THENCE SOUTH 89°45'04" WEST, ALONG SAID CENTERLINE, A DISTANCE OF 55.95 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.131 ACRES, (5,697 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



JAMES E. LYNCH, PLS NO. 37933  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122  
303-713-1898



**EXHIBIT B-2**  
**Inclusion Area Boundary Legal Description**

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN; COUNTY OF ADAMS, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF SAID SECTION 1, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 1 BEARS SOUTH 00°46'49" EAST, A DISTANCE OF 2331.28 FEET;

THENCE SOUTH 00°46'49" EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 30.00 FEET TO THE **POINT OF BEGINNING**, BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF EAST 168<sup>TH</sup> AVENUE;

THENCE NORTH 89°59'06" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 1986.07 FEET TO THE NORTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEPTION NUMBER 2018000042434 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE, ALONG THE WESTERLY BOUNDARY OF SAID PARCEL, THE FOLLOWING TWO (2) COURSES;

1. SOUTH 45°04'05" WEST, A DISTANCE OF 356.74 FEET;
2. SOUTH 24°18'10" WEST, A DISTANCE OF 1528.55 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL OF LAND DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEPTION NUMBER 2018000042434;

THENCE CONTINUING SOUTH 24°18'10" WEST, A DISTANCE OF 716.67 FEET TO A POINT ON THE EAST-WEST CENTERLINE OF SAID SECTION 1;

THENCE SOUTH 89°45'04" WEST, ALONG SAID CENTERLINE, A DISTANCE OF 778.15 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 1;

THENCE NORTH 00°46'49" WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 2301.28 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 69.680 ACRES, (3,035,251 SQUARE FEET), MORE OR LESS.

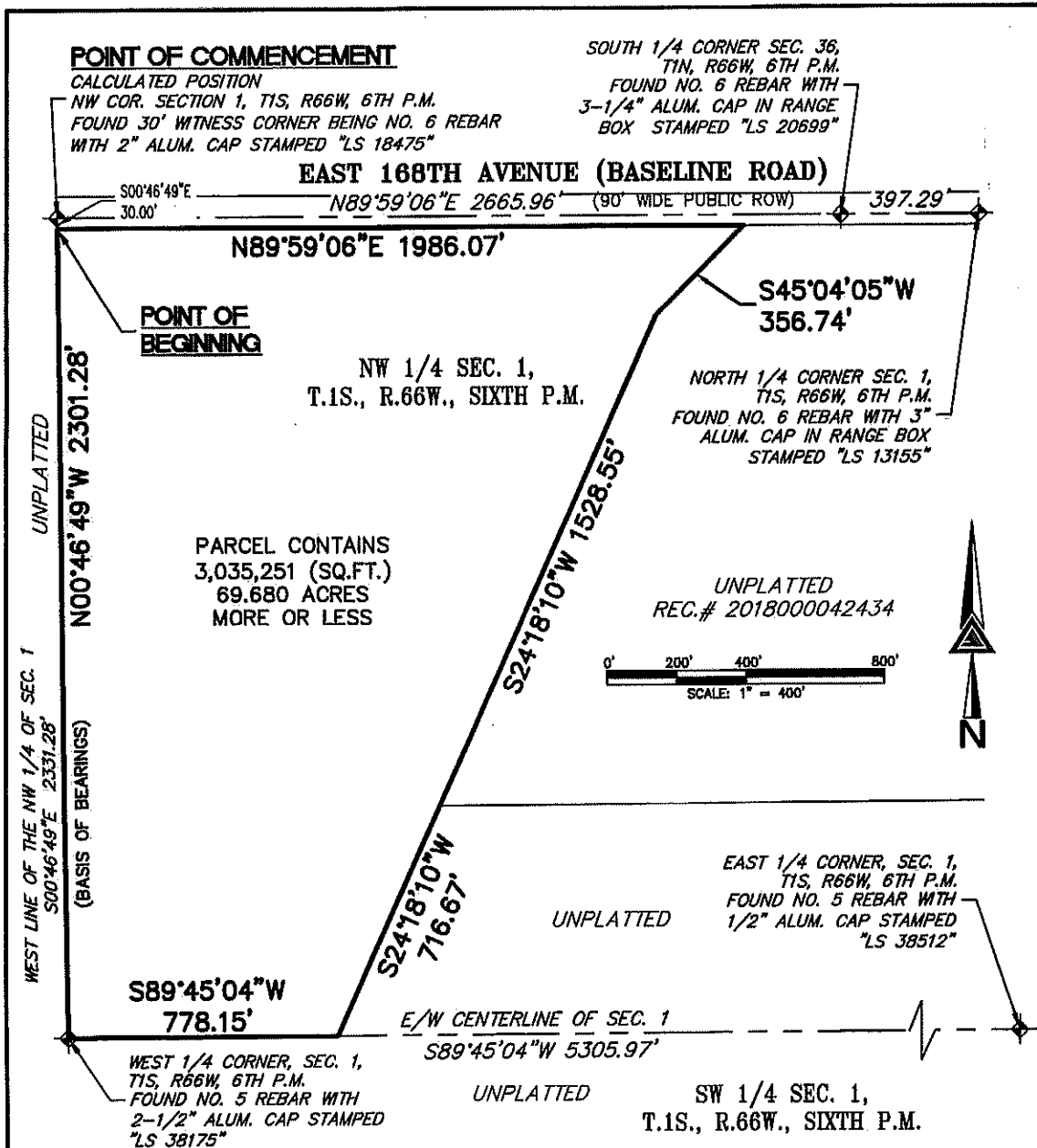
EXHIBIT ATTACHED AND MADE A PART HEREOF.



JAMES E. LYNCH, PLS NO. 37933  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122  
303-713-1898



**EXHIBIT C-2**  
**Inclusion Area Boundary Map**



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: G:\DWG\EXHIBITS\  
 DWG NAME: OVERALL.DWG  
 DWG: JEL CHR: JRW  
 DATE: 11/20/2018  
 SCALE: 1" = 400'



**PARCEL EXHIBIT**  
 NW 1/4, SEC. 1, T1S, R66W, 6TH P.M.  
 ADAMS COUNTY, COLORADO  
 JOB NUMBER 54818-45 2 OF 2 SHEETS

RIDGELINE VISTA METROPOLITAN DISTRICT

Development Projection at 58.000 (target) District Mills for Debt Service – Service Plan – 04/22/2019

Series 2023, G.O. Bonds, Non-Rated, 120x, 30-yr. Maturity



YEAR	<<<<<< Residential >>>>>>			< Platted/Developed Lots >			Total Assessed Value	District DIS Mill Levy [50,000 Target] [50,000 Cap]	District DIS Mill Levy Collections @ 85%	District S.O. Taxes Collected @ 6%	Total Available Revenue
	Total Res'l Units	Mkt Value Biennial Reassessmt @ 4.0%	Cumulative Market Value	As'ed Value @ 7.15% of Market [2-yr lag]	Cumulative Market Value	As'ed Value @ 29.80% of Market [2-yr lag]					
2015	0		0		0						
2016	0		0		0						
2017	0		0	0	0	0	0				
2018	0	0	0	0	0	0	0				
2019	0		0	0	3,465,000	0	0	50,000	\$0	\$0	\$0
2020	102	0	36,049,860	0	4,435,000	0	0	50,000	0	0	0
2021	130		83,114,435	0	2,700,000	1,004,850	1,004,850	50,000	49,238	2,954	52,192
2022	72	3,324,577	115,654,681	2,577,565	862,500	1,285,150	3,863,715	50,000	189,322	11,359	200,681
2023	23		125,197,377	5,942,682	0	783,000	6,725,682	50,000	329,558	19,774	349,332
2024	0	5,007,495	130,194,873	8,270,025	0	250,125	6,520,150	50,000	417,487	25,049	442,537
2025	0		130,194,873	8,950,897	0	0	6,950,897	50,000	436,594	26,316	464,910
2026	0	5,207,795	135,402,667	9,308,933	0	0	9,308,933	50,000	456,138	27,368	483,506
2027	0		135,402,667	9,308,933	0	0	9,308,933	50,000	456,138	27,368	483,506
2028	0	5,416,107	140,818,774	9,681,291	0	0	9,681,291	50,000	474,383	28,463	502,846
2029	0		140,818,774	9,681,291	0	0	9,681,291	50,000	474,383	28,463	502,846
2030	0	5,632,751	146,451,525	10,068,542	0	0	10,068,542	50,000	493,359	29,602	522,960
2031	0		146,451,525	10,068,542	0	0	10,068,542	50,000	493,359	29,602	522,960
2032	0	5,858,051	152,309,586	10,471,284	0	0	10,471,284	50,000	513,093	30,786	543,879
2033	0		152,309,586	10,471,284	0	0	10,471,284	50,000	513,093	30,786	543,879
2034	0	6,092,383	158,401,970	10,890,135	0	0	10,890,135	50,000	533,617	32,017	565,634
2035	0		158,401,970	10,890,135	0	0	10,890,135	50,000	533,617	32,017	565,634
2036		6,336,079	164,738,048	11,325,741	0	0	11,325,741	50,000	554,961	33,298	588,259
2037			164,738,048	11,325,741	0	0	11,325,741	50,000	554,961	33,298	588,259
2038		6,589,622	171,327,570	11,778,770	0	0	11,778,770	50,000	577,160	34,630	611,789
2039			171,327,570	11,778,770	0	0	11,778,770	50,000	577,160	34,630	611,789
2040		6,853,103	178,180,573	12,249,921	0	0	12,249,921	50,000	600,246	36,015	636,261
2041			178,180,573	12,249,921	0	0	12,249,921	50,000	600,246	36,015	636,261
2042		7,127,227	185,307,900	12,739,919	0	0	12,739,919	50,000	624,256	37,455	661,711
2043			185,307,900	12,739,919	0	0	12,739,919	50,000	624,256	37,455	661,711
2044		7,412,316	192,720,216	13,249,515	0	0	13,249,515	50,000	649,226	38,954	688,180
2045			192,720,216	13,249,515	0	0	13,249,515	50,000	649,226	38,954	688,180
2046		7,708,809	200,429,025	13,779,485	0	0	13,779,485	50,000	675,195	40,512	715,707
2047			200,429,025	13,779,485	0	0	13,779,485	50,000	675,195	40,512	715,707
2048		8,017,161	208,446,186	14,330,675	0	0	14,330,675	50,000	702,203	42,132	744,335
2049			208,446,186	14,330,675	0	0	14,330,675	50,000	702,203	42,132	744,335
2050		8,337,647	216,784,033	14,903,902	0	0	14,903,902	50,000	730,291	43,817	774,108
2051			216,784,033	14,903,902	0	0	14,903,902	50,000	730,291	43,817	774,108
2052		8,671,361	225,455,394	15,500,058	0	0	15,500,058	50,000	759,503	45,570	805,073
2053			225,455,394	15,500,058	0	0	15,500,058	50,000	759,503	45,570	805,073
	327	103,592,594							18,114,461	1,086,689	19,198,149

[ ] RAR @ 7.96% in 2017, 7.20% thru '19, 7.15% thereafter

EXHIBIT D  
Financial Plan

RIDGELINE VISTA METROPOLITAN DISTRICT

Development Projection at \$0.000 (target) District Mills for Debt Service -- Service Plan -- 04/22/2019

Series 2023, G.O. Bonds, Non-Rated, 120x, 30-yr. Maturity.



YEAR	Net Available For Debt Svc	Ser. 2023 \$7,445,000 Par [Net \$6,624 MM] Net Debt Service	Annual Surplus	Surplus Release @ to \$744,000	Cumulative Surplus \$744,000 Target	Senior Debt/ Assessed Ratio	Senior Debt/ Act'l Value Ratio	Cov. of Net DS: @ \$0.000 Target	Cov. of Net DS: @ \$0.000 Cap
2015			n/a						
2016			n/a						
2017			n/a						
2018			n/a						
2019	\$0		n/a						
2020	0		n/a						
2021	52,192		n/a						
2022	200,681		n/a						
2023	349,332	\$0	349,332		349,332	87%	6%	0.0%	0.0%
2024	442,537	372,250	70,287	0	419,619	83%	5%	118.9%	118.9%
2025	464,910	382,250	82,660	0	502,279	80%	5%	121.6%	121.6%
2026	483,506	401,750	81,756	0	584,034	80%	5%	120.3%	120.3%
2027	483,506	400,250	83,256	0	667,290	76%	5%	120.8%	120.8%
2028	502,846	418,750	84,096	6,886	744,500	76%	5%	120.1%	120.1%
2029	502,846	416,250	86,596	86,596	744,500	72%	5%	120.8%	120.8%
2030	522,960	433,750	89,210	89,210	744,500	72%	5%	120.6%	120.6%
2031	522,960	435,250	87,710	87,710	744,500	68%	5%	120.6%	120.2%
2032	543,878	451,500	92,378	92,378	744,500	67%	5%	120.5%	120.5%
2033	543,878	451,750	92,128	92,128	744,500	64%	4%	120.4%	120.4%
2034	565,634	466,750	98,884	98,884	744,500	63%	4%	121.2%	121.2%
2035	565,634	470,750	94,884	94,884	744,500	59%	4%	120.2%	120.2%
2036	588,259	489,250	99,009	99,009	744,500	59%	4%	120.2%	120.2%
2037	588,259	486,500	101,759	101,759	744,500	54%	4%	120.9%	120.9%
2038	611,789	508,500	103,289	103,289	744,500	52%	4%	120.3%	120.3%
2039	611,789	509,000	102,789	102,789	744,500	49%	3%	120.2%	120.2%
2040	636,261	529,000	107,261	107,261	744,500	47%	3%	120.3%	120.3%
2041	636,261	527,500	108,761	108,761	744,500	43%	3%	120.6%	120.6%
2042	661,711	550,500	111,211	111,211	744,500	41%	3%	120.2%	120.2%
2043	661,711	546,750	114,961	114,961	744,500	37%	3%	121.0%	121.0%
2044	688,180	572,500	115,680	115,680	744,500	35%	2%	120.2%	120.2%
2045	688,180	571,250	116,930	116,930	744,500	31%	2%	120.5%	120.5%
2046	715,707	594,250	121,457	121,457	744,500	28%	2%	120.4%	120.4%
2047	715,707	595,250	120,457	120,457	744,500	24%	2%	120.2%	120.2%
2048	744,335	615,250	129,085	129,085	744,500	21%	1%	121.0%	121.0%
2049	744,335	618,250	126,085	126,085	744,500	17%	1%	120.4%	120.4%
2050	774,109	645,000	129,109	129,109	744,500	14%	1%	120.0%	120.0%
2051	774,109	644,250	129,859	129,859	744,500	10%	1%	120.2%	120.2%
2052	805,073	667,250	137,823	137,823	744,500	10%	1%	120.7%	120.7%
2053	805,073	669,125	135,948	880,448	0	6%	0%	120.3%	120.3%
	19,198,149	15,440,625	3,504,651	3,504,651					

[Exp221923m6E]

22

RIDGELINE VISTA METROPOLITAN DISTRICT  
 Operations Revenue and Expense Projection -- 04/22/2010



YEAR	Total Assessed Value	Oper'n's Mill Levy	Total Collections @ 80%	Specific Ownership Tax @ 6%	Total Available For O&M	Total Mills
2015						
2016						
2017						
2018						
2019	0	10.000	\$0	\$0	\$0	60.000
2020	0	10.000	0	0	0	60.000
2021	1,004,850	10.000	9,648	591	10,438	60.000
2022	3,863,715	10.000	37,894	2,272	40,136	60.000
2023	6,725,682	10.000	65,912	3,955	69,866	60.000
2024	8,520,150	10.000	83,497	5,010	88,507	60.000
2025	8,950,897	10.000	87,719	5,263	92,982	60.000
2026	9,308,933	10.000	91,228	5,474	96,701	60.000
2027	9,308,933	10.000	91,228	5,474	96,701	60.000
2028	9,681,291	10.000	94,877	5,693	100,569	60.000
2029	9,681,291	10.000	94,877	5,693	100,569	60.000
2030	10,068,542	10.000	98,672	5,920	104,592	60.000
2031	10,068,542	10.000	98,672	5,920	104,592	60.000
2032	10,471,284	10.000	102,619	6,157	108,776	60.000
2033	10,471,284	10.000	102,619	6,157	108,776	60.000
2034	10,890,135	10.000	106,723	6,403	113,127	60.000
2035	10,890,135	10.000	106,723	6,403	113,127	60.000
2036	11,325,741	10.000	110,892	6,660	117,652	60.000
2037	11,325,741	10.000	110,892	6,660	117,652	60.000
2038	11,778,770	10.000	115,432	6,926	122,358	60.000
2039	11,778,770	10.000	115,432	6,926	122,358	60.000
2040	12,249,921	10.000	120,049	7,203	127,252	60.000
2041	12,249,921	10.000	120,049	7,203	127,252	60.000
2042	12,739,918	10.000	124,851	7,491	132,342	60.000
2043	12,739,918	10.000	124,851	7,491	132,342	60.000
2044	13,249,515	10.000	129,846	7,791	137,636	60.000
2045	13,249,515	10.000	129,846	7,791	137,636	60.000
2046	13,779,495	10.000	135,039	8,102	143,141	60.000
2047	13,779,495	10.000	135,039	8,102	143,141	60.000
2048	14,330,675	10.000	140,441	8,426	148,867	60.000
2049	14,330,675	10.000	140,441	8,426	148,867	60.000
2050	14,903,902	10.000	146,058	8,763	154,822	60.000
2051	14,903,902	10.000	146,058	8,763	154,822	60.000
2052	15,500,058	10.000	151,901	9,114	161,015	60.000
2053	15,500,058	10.000	151,901	9,114	161,015	60.000
			3,622,292	217,338	3,639,630	

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**RIDGELINE VISTA METROPOLITAN DISTRICT**  
**Development Summary**  
 Development Projection – Buildout Plan (updated 1/7/19)



Product Type	Residential Development			Res'l Totals
	Single Family	Paired Homes	Townhomes	
Base \$ ('18)	\$375,000	\$325,000	\$275,000	
2015	-	-	-	-
2016	-	-	-	-
2017	-	-	-	-
2018	-	-	-	-
2019	-	-	-	-
2020	54	24	24	102
2021	72	28	30	130
2022	72	-	-	72
2023	23	-	-	23
2024	-	-	-	-
2025	-	-	-	-
2026	-	-	-	-
2027	-	-	-	-
2028	-	-	-	-
2029	-	-	-	-
2030	-	-	-	-
2031	-	-	-	-
2032	-	-	-	-
2033	-	-	-	-
2034	-	-	-	-
2035	-	-	-	-
	221	52	54	327
MV @ Full Buildout (base prices;un-infl.)	\$82,875,000	\$16,900,000	\$14,850,000	\$114,625,000

**notes:**  
 Platted/Dev Lots = 10% MV; one-yr prior  
 Base MV \$ inflated 2% per annum



**SOURCES AND USES OF FUNDS**

**RIDGELINE VISTA METROPOLITAN DISTRICT  
GENERAL OBLIGATION BONDS, SERIES 2023  
50.000 (target) Mills  
Non-Rated, 120x, 30-yr. Maturity  
(SERVICE PLAN: Full Growth + 4.00% Bi-Reassessment Projections)  
[ Preliminary – for discussion only ]**

Dated Date 12/01/2023  
Delivery Date 12/01/2023

**Sources:**

<hr/>	
Bond Proceeds:	
Par Amount	7,445,000.00
<hr/>	
	7,445,000.00
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**Uses:**

<hr/>	
Project Fund Deposits:	
Project Fund	6,824,150.00
Other Fund Deposits:	
Debt Service Reserve	333,625.00
Cost of Issuance:	
Other Cost of Issuance	250,000.00
Delivery Date Expenses:	
Underwriter's Discount	37,225.00
<hr/>	
	7,445,000.00
<hr/>	



**BOND SUMMARY STATISTICS**

**RIDGELINE VISTA METROPOLITAN DISTRICT  
GENERAL OBLIGATION BONDS, SERIES 2023  
50.000 (target) Mills  
Non-Rated, 120x, 30-yr. Maturity  
(SERVICE PLAN: Full Growth + 4.00% BI-Reassessment Projections)  
[ Preliminary – for discussion only ]**

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)	5.038671%
Net Interest Cost (NIC)	5.000000%
All-In TIC	5.305974%
Average Coupon	5.000000%
Average Life (years)	22.375
Weighted Average Maturity (years)	22.375
Duration of Issue (years)	13.273
Par Amount	7,445,000.00
Bond Proceeds	7,445,000.00
Total Interest	8,329,250.00
Net Interest	8,368,475.00
Bond Years from Dated Date	166,585,000.00
Bond Years from Delivery Date	166,585,000.00
Total Debt Service	15,774,250.00
Maximum Annual Debt Service	1,002,750.00
Average Annual Debt Service	525,808.33
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 2053	7,445,000.00	100.000	5.000%	22.375	04/16/2046	11,539.75
	7,445,000.00			22.375		11,539.75

	TIC	All-In TIC	Arbitrage Yield
Par Value	7,445,000.00	7,445,000.00	7,445,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-37,225.00	-37,225.00	
- Cost of Issuance Expense		-250,000.00	
- Other Amounts			
Target Value	7,407,775.00	7,157,775.00	7,445,000.00
Target Date	12/01/2023	12/01/2023	12/01/2023
Yield	5.038671%	5.305974%	5.000000%



**DETAILED BOND DEBT SERVICE**  
**RIDGELINE VISTA METROPOLITAN DISTRICT**  
**GENERAL OBLIGATION BONDS, SERIES 2023**  
**50.000 (target) Mills**  
**Non-Rated, 120x, 30-yr. Maturity**  
**(SERVICE PLAN: Full Growth + 4.00% BI-Reassessment Projections)**  
**[ Preliminary -- for discussion only ]**

Term Bond due 2053

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2024			186,125	186,125	
12/01/2024			186,125	186,125	372,250
06/01/2025			186,125	186,125	
12/01/2025	10,000	5.000%	186,125	196,125	382,250
06/01/2026			185,875	185,875	
12/01/2026	30,000	5.000%	185,875	215,875	401,750
06/01/2027			185,125	185,125	
12/01/2027	30,000	5.000%	185,125	215,125	400,250
06/01/2028			184,375	184,375	
12/01/2028	50,000	5.000%	184,375	234,375	418,750
06/01/2029			183,125	183,125	
12/01/2029	50,000	5.000%	183,125	233,125	416,250
06/01/2030			181,875	181,875	
12/01/2030	70,000	5.000%	181,875	251,875	433,750
06/01/2031			180,125	180,125	
12/01/2031	75,000	5.000%	180,125	255,125	435,250
06/01/2032			178,250	178,250	
12/01/2032	95,000	5.000%	178,250	273,250	451,500
06/01/2033			175,875	175,875	
12/01/2033	100,000	5.000%	175,875	275,875	451,750
06/01/2034			173,375	173,375	
12/01/2034	120,000	5.000%	173,375	293,375	466,750
06/01/2035			170,375	170,375	
12/01/2035	130,000	5.000%	170,375	300,375	470,750
06/01/2036			167,125	167,125	
12/01/2036	155,000	5.000%	167,125	322,125	489,250
06/01/2037			163,250	163,250	
12/01/2037	150,000	5.000%	163,250	323,250	486,500
06/01/2038			159,250	159,250	
12/01/2038	190,000	5.000%	159,250	349,250	508,500
06/01/2039			154,500	154,500	
12/01/2039	200,000	5.000%	154,500	354,500	509,000
06/01/2040			149,500	149,500	
12/01/2040	230,000	5.000%	149,500	379,500	529,000
06/01/2041			143,750	143,750	
12/01/2041	240,000	5.000%	143,750	383,750	527,500
06/01/2042			137,750	137,750	
12/01/2042	275,000	5.000%	137,750	412,750	550,500
06/01/2043			130,875	130,875	
12/01/2043	285,000	5.000%	130,875	415,875	546,750
06/01/2044			123,750	123,750	
12/01/2044	325,000	5.000%	123,750	448,750	572,500
06/01/2045			115,625	115,625	
12/01/2045	340,000	5.000%	115,625	455,625	571,250
06/01/2046			107,125	107,125	
12/01/2046	380,000	5.000%	107,125	487,125	594,250
06/01/2047			97,625	97,625	
12/01/2047	400,000	5.000%	97,625	497,625	595,250
06/01/2048			87,625	87,625	
12/01/2048	440,000	5.000%	87,625	527,625	615,250
06/01/2049			76,625	76,625	
12/01/2049	465,000	5.000%	76,625	541,625	618,250
06/01/2050			65,000	65,000	
12/01/2050	515,000	5.000%	65,000	580,000	645,000
06/01/2051			52,125	52,125	
12/01/2051	540,000	5.000%	52,125	582,125	644,250
06/01/2052			38,625	38,625	
12/01/2052	590,000	5.000%	38,625	628,625	667,250
06/01/2053			23,875	23,875	
12/01/2053	955,000	5.000%	23,875	978,875	1,002,750
	7,445,000		8,329,250	15,774,250	15,774,250



**NET DEBT SERVICE**

**RIDGELINE VISTA METROPOLITAN DISTRICT  
 GENERAL OBLIGATION BONDS, SERIES 2023  
 50.000 (target) Mills  
 Non-Rated, 120x, 30-yr. Maturity  
 (SERVICE PLAN: Full Growth + 4.00% BI-Reassessment Projections)  
 [ Preliminary -- for discussion only ]**

Period Ending	Principal	Interest	Total Debt Service	Debt Service Reserve	Net Debt Service
12/01/2024		372,250	372,250		372,250
12/01/2025	10,000	372,250	382,250		382,250
12/01/2026	30,000	371,750	401,750		401,750
12/01/2027	30,000	370,250	400,250		400,250
12/01/2028	50,000	368,750	418,750		418,750
12/01/2029	50,000	366,250	416,250		416,250
12/01/2030	70,000	363,750	433,750		433,750
12/01/2031	75,000	360,250	435,250		435,250
12/01/2032	95,000	356,500	451,500		451,500
12/01/2033	100,000	351,750	451,750		451,750
12/01/2034	120,000	346,750	466,750		466,750
12/01/2035	130,000	340,750	470,750		470,750
12/01/2036	155,000	334,250	489,250		489,250
12/01/2037	160,000	328,500	486,500		486,500
12/01/2038	190,000	318,500	508,500		508,500
12/01/2039	200,000	309,000	509,000		509,000
12/01/2040	230,000	299,000	529,000		529,000
12/01/2041	240,000	287,500	527,500		527,500
12/01/2042	275,000	275,500	550,500		550,500
12/01/2043	285,000	261,750	546,750		546,750
12/01/2044	325,000	247,500	572,500		572,500
12/01/2045	340,000	231,250	571,250		571,250
12/01/2046	360,000	214,250	594,250		594,250
12/01/2047	400,000	195,250	595,250		595,250
12/01/2048	440,000	175,250	615,250		615,250
12/01/2049	465,000	153,250	618,250		618,250
12/01/2050	515,000	130,000	645,000		645,000
12/01/2051	540,000	104,250	644,250		644,250
12/01/2052	590,000	77,250	667,250		667,250
12/01/2053	955,000	47,750	1,002,750	333,625	669,125
	7,445,000	8,329,250	15,774,250	333,625	15,440,625



**BOND SOLUTION**

**RIDGELINE VISTA METROPOLITAN DISTRICT  
GENERAL OBLIGATION BONDS, SERIES 2023  
50.000 (target) Mills  
Non-Rated, 120x, 30-yr. Maturity  
(SERVICE PLAN: Full Growth + 4.00% Bi-Reassessment Projections)  
[ Preliminary -- for discussion only ]**

Period Ending	Proposed Principal	Proposed Debt Service	Debt Service Adjustments	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Serv Coverage
12/01/2024		372,250		372,250	442,537	70,287	118.88155%
12/01/2025	10,000	382,250		382,250	464,910	82,660	121.62449%
12/01/2026	30,000	401,750		401,750	483,506	81,756	120.34997%
12/01/2027	30,000	400,250		400,250	483,506	83,256	120.80100%
12/01/2028	50,000	418,750		418,750	502,846	84,096	120.08288%
12/01/2029	50,000	416,250		416,250	502,846	86,596	120.80390%
12/01/2030	70,000	433,750		433,750	522,960	89,210	120.56717%
12/01/2031	75,000	435,250		435,250	522,960	87,710	120.15166%
12/01/2032	95,000	451,500		451,500	543,878	92,378	120.46035%
12/01/2033	100,000	451,750		451,750	543,878	92,128	120.38389%
12/01/2034	120,000	468,750		468,750	565,634	88,884	121.18557%
12/01/2035	130,000	470,750		470,750	565,634	94,884	120.15584%
12/01/2036	155,000	489,250		489,250	588,259	99,009	120.23689%
12/01/2037	160,000	486,500		486,500	588,259	101,759	120.91654%
12/01/2038	190,000	508,500		508,500	611,789	103,289	120.31255%
12/01/2039	200,000	509,000		509,000	611,789	102,789	120.19437%
12/01/2040	230,000	529,000		529,000	636,261	107,261	120.27616%
12/01/2041	240,000	527,500		527,500	636,261	108,761	120.81818%
12/01/2042	275,000	550,500		550,500	661,711	111,211	120.20188%
12/01/2043	285,000	546,750		546,750	661,711	114,961	121.02631%
12/01/2044	325,000	572,500		572,500	688,180	115,680	120.20608%
12/01/2045	340,000	571,250		571,250	688,180	116,930	120.46911%
12/01/2046	380,000	594,250		594,250	715,707	121,457	120.43870%
12/01/2047	400,000	595,250		595,250	715,707	120,457	120.23637%
12/01/2048	440,000	615,250		615,250	744,335	129,085	120.98095%
12/01/2049	465,000	618,250		618,250	744,335	126,085	120.38390%
12/01/2050	515,000	645,000		645,000	774,109	129,109	120.01685%
12/01/2051	540,000	644,250		644,250	774,109	129,859	120.15657%
12/01/2052	590,000	667,250		667,250	805,073	137,823	120.65539%
12/01/2053	955,000	1,002,750	-333,625	669,125	805,073	135,948	120.31728%
	7,445,000	15,774,250	-333,625	15,440,625	18,596,944	3,155,319	

**EXHIBIT E**  
**List of Public Improvements and Estimated Costs**



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**LIST OF DISTRICT IMPROVEMENTS AND ESTIMATED COST FOR RIDGELINE VISTA**

**SUMMARY OF ESTIMATED COST**

168th Avenue 1/2 Section	\$1,485,503
60th Avenue 1/2 Section	\$721,261
Internal Public Roads (Local Section)	\$9,159,314
Internal Public Roads (Local Section w/ trail)	\$3,963,163
Internal Public Roads (50' ROW)	\$374,339
District Alley	\$1,841,425
Off-Site Water Main	\$147,925
Stormwater Detention	\$478,074
Parks, Trails & Open Space	\$3,490,258
<b>Total Estimate Cost</b>	<b>\$21,661,262</b>

**Notes:**

Grading quantities for Roadways are based on an assumed 2-ft (vertical) of earthwork over the right-of-way. Areas of cut and fill are assumed to be equal. Final quantities may vary significantly due to site constraints and detailed designs.

Sanitary Sewer Manhole Spacing assumed every 400-ft.

Water valve spacing assumed every 500-ft. Fire Hydrant spacing assumed every 500-ft.

Storm drainage improvements for local roadways are anticipated to consist of a 24-in RCP (on average) storm sewer system for 75% of the length of roadway, 2- 10-ft Type 'R' Curb Inlets for every 500-ft of storm sewer, and a 5-ft diameter manhole for every 300-ft of storm sewer. This applies to all roads except 168th Avenue and 60th Avenue.

Street Light spacing assumed every 200-ft.

Assumed street sections in the estimate are as follows: 168th Avenue-Major Arterial; 60th Avenue - Local Road

Excludes overlot site grading, utility services, and dry utilities.

Based upon concept plan from 12/13/2018. Refer to Exhibit A for ownership of District eligible improvements.



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LIST OF PUBLIC IMPROVEMENTS AND ESTIMATED COST FOR RIDGELINE VISTA

168th Avenue 1/2 Section	QUANTITY	UNIT	UNIT PRICE	COST
	1,800	LF		
Overlot Grading In Right-of-way (Cut to Fill)	2,400	CY	\$2.25	\$5,400
Sawcut Asphalt	1,800	LF	\$2.50	\$4,500
Remove Existing Asphalt	2,800	SY	\$8.90	\$24,920
Subgrade Prep	5,200	SY	\$2.95	\$15,340
Asphalt Pavement (Full depth - 11-inch)	4,800	SY	\$46.75	\$224,400
Median Curb & Gutter (1' Pan)	1,400	LF	\$14.00	\$19,600
Vertical Curb & Gutter (2' Pan)	1,800	LF	\$34.00	\$61,200
Concrete Sidewalk (10-ft wide, 6-in thick)	18,000	SF	\$5.00	\$90,000
Curb Return w/ Handicap Ramp	5	EA	\$1,900.00	\$9,500
Tree Lawn Landscaping (6')	10,800	SF	\$5.00	\$54,000
Traffic Signal	0.5	LS	\$275,000.00	\$137,500
Street Light	9	EA	\$7,500.00	\$67,500
Signage & Striping	1.0	LS	\$15,000.00	\$15,000
Traffic Control	1	LS	\$50,000.00	\$50,000
30" RCP	400	LF	\$90.00	\$36,000
Storm Oversize reimbursement	2,500	LF	\$50.00	\$125,000
5' Dia. Manhole	4	EA	\$4,685.00	\$18,740
10' Type 'R' Inlet	2	EA	\$6,500.00	\$13,000
Match Existing Storm	1	EA	\$2,500.00	\$2,500
Construction Contingency			20%	\$194,820
Mobilization			5%	\$48,705
Surveying			3%	\$29,223
Construction Management and Testing			12%	\$116,892
Design/Planning			5.0%	\$48,705
Erosion and Sediment Control			7.5%	\$73,058
<b>168TH AVENUE 1/2 SECTION TOTAL</b>				<b>\$1,485,503</b>



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LIST OF PUBLIC IMPROVEMENTS AND ESTIMATED COST FOR RIDGELINE VISTA

60th Avenue 1/2 Section (excludes Brighton East Farms improvements)	QUANTITY	UNIT	UNIT PRICE	COST
	2,315			
Overlot Grading in Right-of-way (Cut to Fill)	14,240	CY	\$2.25	\$32,040
Vertical Curb & Gutter (2' Pan)	2,467	LF	\$34.00	\$83,878
Concrete Sidewalk (8-ft wide, 6-in thick)	17,008	SF	\$5.00	\$85,040
Street Light	12	EA	\$7,500.00	\$86,813
Curb Return w/ Handicap Ramp	7	EA	\$1,900.00	\$13,300
Signage & Striping	1	LS	\$15,000.00	\$15,000
Tree Lawn Landscaping (6')	13,890	SF	\$5.00	\$69,450
12" C-900 CL 150	450	LF	\$50.50	\$22,725
12" Gate Valve	1	EA	\$5,450.00	\$5,450
8" 90 Elbow	1	EA	\$1,105.00	\$1,105
Fire Hydrant Assembly w/ Gate Valve	1	EA	\$6,325.00	\$6,325
15" RCP	143	LF	\$55.00	\$7,865
18" RCP	171	LF	\$55.00	\$9,405
18" Flared End Section	1	EA	\$2,040.00	\$2,040
5' Dia. Manhole	2	EA	\$4,685.00	\$9,370
10' Type 'R' Inlet (modified)	1	EA	\$11,535.00	\$11,535
Type 'L' Rip Rap	8	CY	\$56.00	\$448
Concrete Trickle Channel	100	LF	\$45.50	\$4,550
Pond Outlet Structure	1	EA	\$25,000.00	\$25,000
Construction Contingency			20%	\$98,268
Mobilization			5%	\$22,965
Surveying			3%	\$14,211
Construction Management and Testing			12%	\$49,394
Design/Planning			5.0%	\$16,951
Erosion and Sediment Control			7.5%	\$28,133
<b>60TH AVENUE 1/2 SECTION TOTAL</b>				<b>\$721,261</b>



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LIST OF PUBLIC IMPROVEMENTS AND ESTIMATED COST FOR RIDGELINE VISTA

INTERNAL PUBLIC ROADS (LOCAL SECTION 38' ROW)	QUANTITY	UNIT	UNIT PRICE	COST
	10,329	LF		
Overlot Grading in Right-of-way (Cut to Fill)	29,074	CY	\$2.25	\$65,417
Subgrade Prep	41,316	SY	\$2.95	\$121,882
Asphalt Pavement (Full depth - 9-inch)	36,725	SY	\$38.25	\$1,404,731
Curb & Gutter, Type 2 (Section II-B)	20,658	LF	\$34.00	\$702,372
Concrete Sidewalk (6-ft wide, 6-in thick)	123,948	SF	\$5.00	\$619,740
Concrete Curb Ramp	47	EA	\$1,550.00	\$72,850
Street Light	26	EA	\$7,500.00	\$195,000
Signage & Striping	1	LS	\$15,000.00	\$15,000
Tree Lawn Landscaping (6')	123,948	SF	\$5.00	\$619,740
24" RCP	7,747	LF	\$75.00	\$581,025
5' Dia. Manhole	15	EA	\$4,685.00	\$70,275
10' Type 'R' Inlet	31	EA	\$6,500.00	\$201,500
8" SDR-35 PVC	10,329	LF	\$40.00	\$413,160
4' Dia. Manhole	26	EA	\$5,000.00	\$129,113
6" PVC Underdrain (District Facility)	10,329	LF	\$30.00	\$309,870
4" Cleanout Assembly	26	EA	\$1,000.00	\$25,823
Connect to Existing Main	3	EA	\$2,500.00	\$7,500
8" C-900 CL 150 w/ Fittings	10,329	LF	\$40.00	\$413,160
6" Ductile Iron Pipe	420	LF	\$45.00	\$4,050
Fire Hydrant Assembly w/ Gate Valve	21	EA	\$5,650.00	\$33,900
Construction Contingency			20%	\$1,201,222
Mobilization			5%	\$300,305
Surveying			3%	\$180,183
Construction Management and Testing			12%	\$720,733
Design/Planning			5.0%	\$300,305
Erosion and Sediment Control			7.5%	\$450,458
<b>INTERNAL PUBLIC ROADS (38' ROW) TOTAL</b>				<b>\$9,159,314</b>





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LIST OF PUBLIC IMPROVEMENTS AND ESTIMATED COST FOR RIDGELINE VISTA

INTERNAL PUBLIC ROADS (LOCAL SECTION 38' ROW W/TRAIL)	QUANTITY	UNIT	UNIT PRICE	COST
	4,269	LF		
Overlot Grading in Right-of-way (Cut to Fill)	12,016	CY	\$2.25	\$27,036
Subgrade Prep	17,076	SY	\$2.95	\$50,374
Asphalt Pavement (Full depth - 9-inch)	15,179	SY	\$38.25	\$580,597
Curb & Gutter, Type 2 (Section II-B)	8,538	LF	\$34.00	\$290,292
Concrete Sidewalk (6-ft wide, 6-in thick and 10-ft wide, 6 in thick)	68,304	SF	\$5.00	\$341,520
Concrete Curb Ramp	20	EA	\$1,550.00	\$31,000
Street Light	11	EA	\$7,500.00	\$82,500
Signage & Striping	1	LS	\$15,000.00	\$15,000
Tree Lawn Landscaping (6')	51,228	SF	\$5.00	\$256,140
24" RCP	3,202	LF	\$75.00	\$240,150
5' Dia. Manhole	6	EA	\$4,685.00	\$28,110
10' Type 'R' Inlet	13	EA	\$6,500.00	\$84,500
8" SDR-35 PVC	4,269	LF	\$40.00	\$170,760
4' Dia. Manhole	11	EA	\$5,000.00	\$53,363
6" PVC Underdrain (District Facility)	4,269	LF	\$30.00	\$128,070
4" Cleanout Assembly	11	EA	\$1,000.00	\$10,673
8" C-900 CL 150 w/ Fittings	4,269	LF	\$40.00	\$170,760
6" Ductile Iron Pipe	180	LF	\$45.00	\$4,050
Fire Hydrant Assembly w/ Gate Valve	9	EA	\$5,650.00	\$33,900
Construction Contingency			20%	\$519,759
Mobilization			5%	\$129,940
Surveying			3%	\$77,964
Construction Management and Testing			12%	\$311,855
Design/Planning			5.0%	\$129,940
Erosion and Sediment Control			7.5%	\$194,910
<b>INTERNAL PUBLIC ROADS (38' ROW w/ TRAIL) TOTAL</b>				<b>\$3,963,163</b>



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**LIST OF PUBLIC IMPROVEMENTS AND ESTIMATED COST FOR RIDGELINE VISTA**

INTERNAL PUBLIC ROADS (LOCAL SECTION 50' ROW)	QUANTITY	UNIT	UNIT PRICE	COST
	280	LF		
Overlot Grading In Right-of-way (Cut to Fill)	788	CY	\$2.25	\$1,773
Subgrade Prep	1,182	SY	\$2.95	\$3,487
Asphalt Pavement (Full depth - 9-inch)	809	SY	\$38.25	\$30,944
Curb & Gutter, Type 2 (Section II-B)	560	LF	\$34.00	\$19,040
Median Curb & Gutter (1' Pan)	560	LF	\$14.00	\$7,840
Concrete Sidewalk (6-ft wide, 6-in thick)	3,360	SF	\$5.00	\$16,800
Concrete Curb Ramp	4	EA	\$1,550.00	\$6,200
Street Light	1	EA	\$7,500.00	\$7,500
Signage & Striping	1	LS	\$15,000.00	\$15,000
Tree Lawn Landscaping (6')	3,360	SF	\$5.00	\$16,800
Median Landscaping (8' wide)	2,240	SF	\$5.00	\$11,200
24" RCP	210	LF	\$75.00	\$15,750
5' Dia. Manhole	1	EA	\$4,685.00	\$4,685
10' Type 'R' Inlet	2	EA	\$6,500.00	\$13,000
8" SDR-35 PVC	280	LF	\$40.00	\$11,200
4' Dia. Manhole	1	EA	\$5,000.00	\$3,500
6" PVC Underdrain (District Facility)	280	LF	\$30.00	\$8,400
4" Cleanout Assembly	1	EA	\$1,000.00	\$700
Connect to Existing Main	1	EA	\$2,500.00	\$2,500
8" C-900 CL 150 w/ Fittings	280	LF	\$40.00	\$11,200
6" Ductile Iron Pipe	20	LF	\$45.00	\$4,050
Fire Hydrant Assembly w/ Gate Valve	1	EA	\$5,650.00	\$33,900
Construction Contingency			20%	\$49,094
Mobilization			5%	\$12,273
Surveying			3%	\$7,364
Construction Management and Testing			12%	\$29,456
Design/Planning			5.0%	\$12,273
Erosion and Sediment Control			7.5%	\$18,410
<b>INTERNAL PUBLIC ROADS (50' ROW) TOTAL</b>				<b>\$374,339</b>



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**LIST OF PUBLIC IMPROVEMENTS AND ESTIMATED COST FOR RIDGELINE VISTA**

DISTRICT ALLEY	QUANTITY	UNIT	UNIT PRICE	COST
	3,470	LF		
Overlot Grading in Alley Tract (Cut to Fill)	7,711	CY	\$2.25	\$17,350
Subgrade Prep	11,567	SY	\$2.95	\$34,123
Concrete Pavement (Full depth - 7-inch)	11,567	SY	\$52.50	\$607,268
8" SDR-35 PVC	3,470	LF	\$40.00	\$138,800
4' Dia. Manhole	17	EA	\$5,000.00	\$86,750
6" PVC Underdrain (District Facility)	3,470	LF	\$30.00	\$104,100
4" Cleanout Assembly	17	EA	\$1,000.00	\$17,350
Connect to Existing Main	10	EA	\$2,500.00	\$25,000
8" C-900 CL 150 w/ Fittings	3,470	LF	\$40.00	\$138,800
6" Ductile Iron Pipe	140	LF	\$45.00	\$4,050
Fire Hydrant Assembly w/ Gate Valve	7	EA	\$5,650.00	\$33,900
Construction Contingency			20%	\$241,498
Mobilization			5%	\$60,375
Surveying			3%	\$36,225
Construction Management and Testing			12%	\$144,899
Design/Planning			5.0%	\$60,375
Erosion and Sediment Control			7.5%	\$90,562
<b>DISTRICT ALLEY IMPROVEMENTS TOTAL</b>				<b>\$1,841,425</b>

Off-Site Water Main	QUANTITY	UNIT	UNIT PRICE	COST
	1,300	LF		
Connect to Existing Main	2	EA	\$2,500.00	\$5,000
8" C-900 CL 150 w/ Fittings	1,300	LF	\$40.00	\$52,000
Lowering under existing swale	1	EA	\$10,000.00	\$10,000
Easement Acquisition	1	LS	\$30,000.00	\$30,000
Construction Contingency			20%	\$19,400
Mobilization			5%	\$4,850
Surveying			3%	\$2,910
Construction Management and Testing			12%	\$11,640
Design/Planning			5.0%	\$4,850
Erosion and Sediment Control			7.5%	\$7,275
<b>OFF-SITE WATER MAIN TOTAL</b>				<b>\$147,925</b>



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**LIST OF PUBLIC IMPROVEMENTS AND ESTIMATED COST FOR RIDGELINE VISTA**

<b>STORMWATER DETENTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>COST</b>
	2	EA		
Pond Grading and Embankment	7	AC-FT	\$10,000.00	\$70,000
Pond Outlet Structure	2	EA	\$25,000.00	\$50,000
Concrete Trickle Channel	500	LF	\$45.50	\$22,750
Concrete Forebay	4	EA	\$12,500.00	\$50,000
24" RCP Outfall	200	LF	\$60.00	\$12,000
18" RCP	200	LF	\$55.00	\$11,000
36" RCP	200	LF	\$110.00	\$22,000
5' Dia. Manhole	4	EA	\$4,685.00	\$18,740
6' Dia. Manhole	4	EA	\$10,000.00	\$40,000
Spillway	2	LS	\$8,500.00	\$17,000
Construction Contingency			20%	\$62,698
Mobilization			5%	\$15,675
Surveying			3%	\$9,405
Construction Management and Testing			12%	\$37,619
Design/Planning			5.0%	\$15,675
Erosion and Sediment Control			7.5%	\$23,512
<b>STORMWATER DETENTION TOTAL</b>				<b>\$478,074</b>

<b>PARKS, TRAILS &amp; OPEN SPACE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>COST</b>
168th Avenue/60th Avenue Right-of-way Buffer (from back of walk)	3.3	AC	\$175,000.00	\$577,693
Neighborhood Park	4.5	AC	\$295,000.00	\$1,327,500
Open Space Tracts	5.0	AC	\$65,000.00	\$325,000
Concrete Sidewalk (8-ft wide, 6-in thick)	11,700	SF	\$5.00	\$58,500
Construction Contingency			20%	\$457,739
Mobilization			5%	\$114,435
Surveying			3%	\$68,661
Construction Management and Testing			12%	\$274,643
Design/Planning			5.0%	\$114,435
Erosion and Sediment Control			7.5%	\$171,652
<b>PARKS, TRAILS &amp; OPEN SPACE TOTAL</b>				<b>\$3,490,258</b>

## EXHIBIT F

### INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into by and between the **City of Brighton, Colorado**, a municipal corporation of the State of Colorado (the “City”), and **Ridgeline Vista Metropolitan District**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”).

#### 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 dated \_\_\_\_\_, 2019 as amended from time to time by City approval (the “Service Plan”); and

WHEREAS, the Service Plan requires the execution of an intergovernmental agreement between the City and the District; and

WHEREAS, the City and the District have determined it to be in their best interests to enter into this Intergovernmental Agreement (“Agreement”); and

NOW, THEREFORE, for and 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

1. Incorporation by Reference. The Service Plan is hereby incorporated in this agreement by this reference. The District agrees to comply with all provisions of the Service Plan, as it may be amended from time to time in accordance with the provisions thereof, and Title 32, Article 1, C.R.S. (the “Special District Act”).

2. Maintenance of Public Improvements. The District agrees that it shall maintain the Public Improvements labeled “Metro District Owned & Maintained”, as shown by **Exhibit A** attached hereto and made a part hereof. Such Public Improvements include the District Parks shown by Exhibit A, sidewalks outside of the City’s right of ways, and storm infrastructure including water quality and detention ponds as shown by Exhibit A. The District will convey the Public Improvements labeled “City of Brighton Owned & Maintained” on Exhibit A to the City, including the roadway improvements made to Baseline Road and 60<sup>th</sup> Avenue, as well as the streets within the boundaries of the District.

3. Enforcement. The parties agree that this Agreement may be enforced in law, or in equity for specific performance, injunctive, or other appropriate relief. The parties also agree that this Agreement may be enforced pursuant to Section 32-1-207, C.R.S. and other provisions of the Special District Act granting rights to municipalities or counties approving a service plan of a special district.

4. Entire Agreement of the Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior written or oral agreements, negotiations, or representations and understandings of the parties with respect to the subject matter contained herein.

5. Disclosure of District. The District agree that, within 30 days of the order of the Adams County District Court deeming the District organized, and thereafter within 30 days of any change in the District's mill levy or in the residential assessment rate, they will cause to be recorded, in the real property records for Adams County, a notice in the same form as that set forth in Exhibit B. The District shall not amend the notice without prior written approval of the City of such amendments, except that the District may periodically update the assessment ratios, mill levies, and similar information contained in the notice without the prior written approval of the City.

6. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the parties hereto.

7. Governing Law; Venue. The internal laws of the State of Colorado shall govern the interpretation and enforcement of this Agreement, without giving effect to choice of law or conflict of law principles. The parties hereby submit to the jurisdiction of and venue in the district court in Adams County, Colorado. In any proceeding brought to enforce the provisions of this Agreement, the prevailing party therein shall be entitled to an award of reasonable attorneys' fees, actual court costs and other expenses incurred.

8. Beneficiaries. Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between the named parties and is not intended to, and shall not be deemed to confer any rights upon any persons or entities not named as parties.

9. Effect of Invalidity. If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either party or as to both parties, such portion shall be deemed severable and its invalidity or its unenforceability shall not cause the entire agreement to be terminated.

10. Assignability. Neither the City nor the District shall assign their rights or delegate their duties hereunder without the prior written consent of the other party.

11. Successors and Assigns. This Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**RIDGELINE VISTA METROPOLITAN DISTRICT**

BY: [Signature]  
President

ATTEST:

By: [Signature]  
Secretary

**CITY OF BRIGHTON, COLORADO**

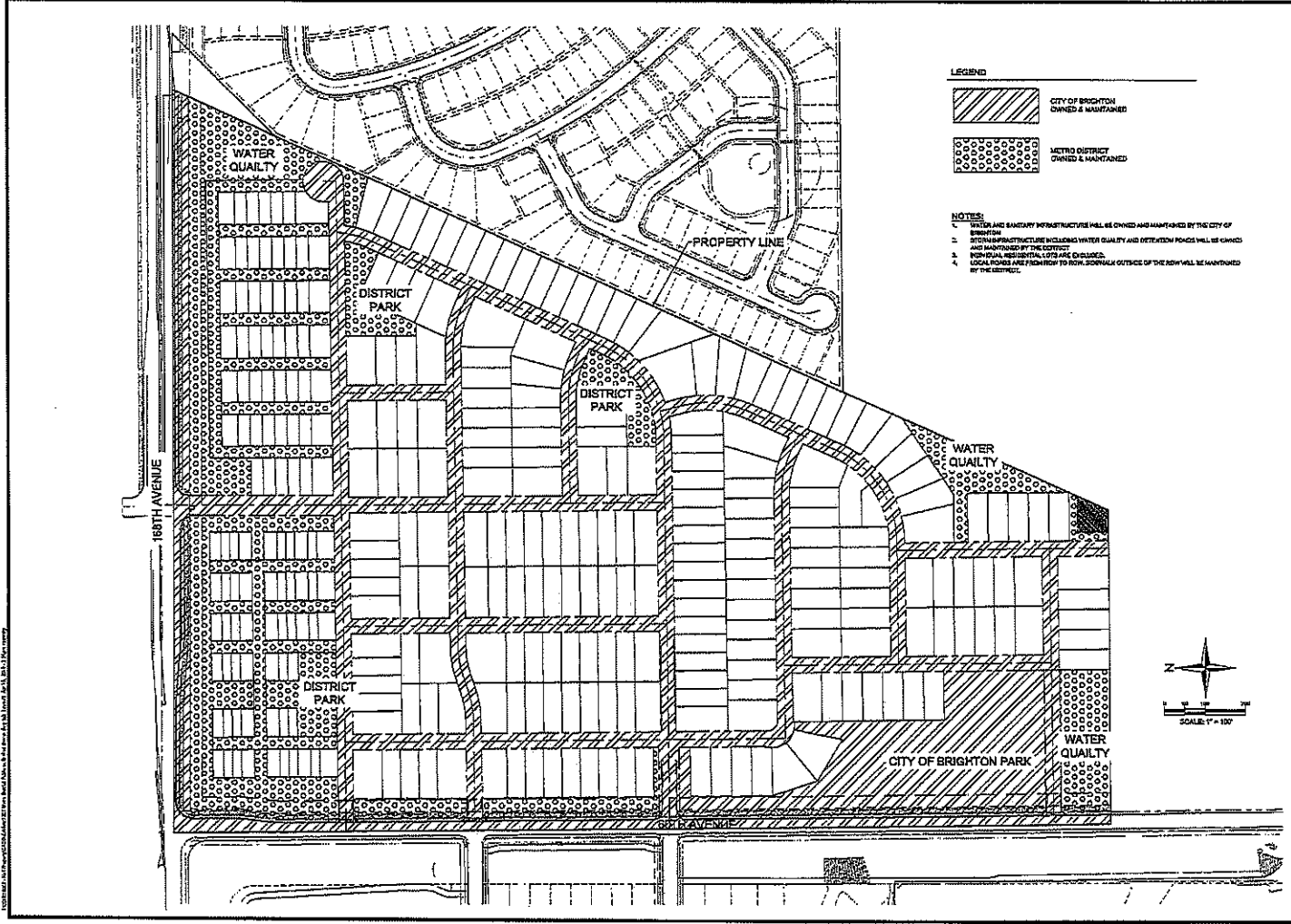
By: [Signature]  
Mayor

ATTEST:

By: [Signature]  
City Clerk



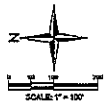
**EXHIBIT A  
PUBLIC IMPROVEMENTS TO BE MAINTAINED BY THE DISTRICT**



**LEGEND**

- CITY OF BRIGHTON OWNED & MAINTAINED
- METRO DISTRICT OWNED & MAINTAINED

- NOTES**
1. WATER AND SANITARY INFRASTRUCTURE WILL BE OWNED AND MAINTAINED BY THE CITY OF BRIGHTON
  2. STORM INFRASTRUCTURE INCLUDING WATER QUALITY AND RETENTION POND(S) WILL BE OWNED AND MAINTAINED BY THE DISTRICT
  3. INDIVIDUAL RESIDENTIAL LOTS ARE EXCLUDED
  4. LOCAL ROADS ARE FROM STOP SIGN, NORMALLY OUTSIDE OF THE RD WILL BE MAINTAINED BY THE DISTRICT



DATE	BY	REVISION

RIDGELINE VISTA  
PUBLIC VS DISTRICT  
INFRASTRUCTURE



**EXHIBIT B**

**Public Disclosure Form**

**(On following two pages)**



**NOTICE OF INCLUSION IN A RESIDENTIAL METROPOLITAN DISTRICT  
AND POSSIBLE PROPERTY TAX CONSEQUENCES**

Legal description of the property and address:

(Insert legal description and property address).

This property is located in the following metropolitan district:

(Insert District Name).

In addition to standard property taxes identified on the next page, this property is subject to a metropolitan district mill levy (another property tax) of up to:

(Insert mill levy maximum).

Based on the property's inclusion in the metropolitan district, an average home sales price of \$300,000 could result in **ADDITIONAL** annual property taxes up to:

(Insert amount).

The next page provides examples of estimated total annual property taxes that could be due on this property, first if located outside the metropolitan district and next if located within the metropolitan district. **Note: property that is not within a metropolitan district would not pay the ADDITIONAL amount.**

The metropolitan district board can be reached as follows:

(Insert contact information).

You may wish to consult with: (1) the Adams County Assessor's Office, to determine the specific amount of metropolitan district taxes currently due on this property; and (2) the metropolitan district board, to determine the highest possible amount of metropolitan district property taxes that could be assessed on this property.

**ESTIMATE OF PROPERTY TAXES**

**Annual Tax Levied on Residential Property With \$300,000 Actual Value Without the District**

<u>Taxing Entity</u>	Mill Levies (2017**)	Annual tax levied
Insert entity	Insert amount	\$ Insert amount
Adams County	Insert amount	\$ Insert amount
City of Brighton	Insert amount	\$ Insert amount
Insert entity	Insert amount	\$ Insert amount
Insert entity	Insert amount	\$ Insert amount
Insert entity	Insert amount	\$ Insert amount
<b>TOTAL:</b>	Insert total	\$ Insert amount

**Annual Tax Levied on Residential Property With \$300,000 Actual Value With the District  
(Assuming Maximum District Mill Levy)**

<u>Taxing Entity</u>	Mill Levies (2017**)	Annual tax levied
Insert District Name	Insert amount	\$ Insert amount
Insert entity	Insert amount	\$ Insert amount
Adams County	Insert amount	\$ Insert amount
City of Brighton	Insert amount	\$ Insert amount
Insert entity	Insert amount	\$ Insert amount
Insert entity	Insert amount	\$ Insert amount
Insert entity	Insert amount	\$ Insert amount
<b>TOTAL:</b>	Insert total	\$ Insert total

\*\*This estimate of mill levies is based upon mill levies certified by the Adams County Assessor's Office in December 20\_\_ for collection in 20\_\_, and is intended only to provide approximations of the total overlapping mill levies within the District. The stated mill levies are subject to change and you should contact the Adams County Assessor's Office to obtain accurate and current information.