City of Arvada
City Council Agenda
SEPTEMBER 2, 2025

Councilmembers:
Lauren Simpson, Mayor
Randy Moorman, Mayor Pro-Tem
Shawna Ambrose, District 2
Sharon Davis, At large
Bob Fifer, District 4
John Marriott, District 3
Brad Rupert, At large

Staff Members Usually Present:
Don Wick, City Manager
Linda Haley, Deputy City Manager
Rachel Morris, City Attorney
Jacqueline Rhoades, Director of Infrastructure
Jessica Garner, Director of Community & Econ. Dev.
Bryan Archer, Chief Financial Officer
Gabriella Bommer, Director of Human Resources
Ryan Stevenson, Director of Vibrant Community & Neighborhoods
Rachael Kuroiwa, Director of Communications & Engagement
Ed Brady, Chief of Police
Kristen Rush, City Clerk

Info: 720-898-7550

THIRD FLOOR CONFERENCE ROOM
EXECUTIVE SESSION
5:00 P.M.

Legal Advice, Pursuant to CRS 24-6-402(4)(b) Relating to Development Application for 6800 Kilmer Street

REGULAR MEETING
CITY COUNCIL CHAMBERS
6:00 P.M.

1. Call to Order - 6:00 PM

2. Moment of Reflection and Pledge of Allegiance - Councilmember Rupert

3. Roll Call of Councilmembers

4. Approval of Minutes - None

5. Recognitions and Communications
   - A. Recognition of 100th Anniversary of the Arvada Harvest Festival - Presented by Mayor Pro Tem Moorman
   - B. Proclamation for National Co-Responder Week - Presented by Councilmember Davis
   - C. Proclamation for National Forensic Science Week - Presented by Councilmember Marriott

6. Presentations - None

7. Public Comment on Issues not Scheduled on Agenda - Three Minute Limit

8. New Business
   - A. Consent Agenda
     1. R25-071, A Resolution Declaring the Intent of the City of Arvada to Use Its Best Efforts to Issue Multifamily Housing Revenue Bonds to One or More Pipeline Projects for the Benefit

of Low- and Middle-Income Families or Persons and Authorizing Carryforward Allocation

2. R25-072, A Resolution Authorizing Participation in the Denver Regional Council of Governments' Regional Housing Needs Assessment

3. R25-073, A Resolution Authorizing Change Order #2 to An Agreement By and Between the City of Arvada and EZ Excavating, Inc. for the 2024 Water Main Replacement, Project No. 24-WA-01, in an Amount Not to Exceed $681,646.35 thereby Increasing the Total Contract Amount to an Amount Not to Exceed $5,511,655.35

B. Resolutions

1. R25-074, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Alexa Visscher Appointing Her as a Municipal Court Relief Judge for 2025 (Presenter: Kathryn Kurtz, Presiding Judge)

A. Swearing-in of Alexa Visscher

C. Ordinances (First Reading) - None

9. Other

A. A Motion to Waive the Minimum Interval Requirement and Accept an Application to Amend the Comprehensive Plan for the Property located at 6800 Kilmer Street.

10. Public Hearings - 6:15 PM

A. R25-075, A Resolution Approving the Proposed Service Plan for the Howard Ranch Metropolitan District (Presenters: Megan McCall/Rob Smetana/Bryan Archer)

11. Public Comment - Five Minute Limit

12. Reports from City Council

A. Council Committee Reports

13. Reports from City Manager

A. Review of Future Workshops and Presentations

14. Reports from City Attorney

15. Adjournment

CITY OF ARVADA

REPORT TO CITY COUNCIL

AGENDA ITEM 5.A.

TO: THE HONORABLE CITY COUNCIL DATE: September 2, 2025

SUBJECT: Recognition of 100th Anniversary of the Arvada Harvest Festival - Presented by Mayor Pro Tem Moorman

Report in Brief

This year, Arvada celebrates a remarkable milestone—100 years of the Arvada Harvest Festival, one of the longest-running community traditions in Colorado. What began in 1925 is still a beloved annual event today, one that connects generations.

The very first harvest festival was held not just to celebrate its agricultural roots, but also to celebrate the paving of Grandview Avenue from the bypass to Lamar Street. The organizers of the event, the Arvada Chamber of Commerce, planned a day full of festivities: a football game, visits from the Governor of Colorado and the Mayor of Denver, and even an airplane flyover to drop coupons for free pumpkin pies. But Colorado weather had other plans. Residents woke up to two feet of snow. The football game and flyover were canceled, and the Governor couldn't make it—but the Mayor of Denver did, and the community pressed on. Neighbors grabbed shovels to clear the streets, and the pie coupons were tossed from the roof of the First National Bank building. Despite the challenges, the day was declared a "great success." After that snowy start, organizers wisely moved the festival to September, and it quickly became Arvada's signature event of the year.

While the City of Arvada has supported the festival in various ways over the years, the event itself has always been a community-led effort—organized by the Arvada Chamber of Commerce until 1938, when they began partnering with the Junior Chamber (Jaycees). Since taking over coordination in 1989, the Jaycees have continued to lead the effort. The festival's success belongs to the people who have brought it to life year after year. From its humble beginnings marking a harvest and a highway, the Arvada Harvest Festival and Parade has long reflected the spirit and resilience of the Arvada community—celebrating tradition, connection and local pride.

For details regarding the 2025 Arvada Harvest Festival and Parade, please reach out to the Harvest Festival Committee at arvadaharvestfestival.com.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:
Toni Riebschlager, Law Office Administrator 08/12/2025
Laura Hemler, Assistant City Attorney 08/12/2025

Approved by:

Rachel Morris, City Attorney 08/12/2025
Linda Haley, Deputy City Manager 08/13/2025

Enclosure, exhibits & attachments required to support the report

presented to

ARVADA HARVEST FESTIVAL IN RECOGNITION OF THEIR 100TH ANNIVERSARY

Presented this 2nd day of September 2025

Lauren Simpson, Mayor

Randy Moorman, Mayor Pro Tem

Shawna Ambrose, Councilmember

Sharon Davis, Councilmember

Bob Fifer, Councilmember

John Marriott, Councilmember

Brad Rupert, Councilmember

CITY OF ARVADA

REPORT TO CITY COUNCIL	AGENDA ITEM 5.B.

TO: THE HONORABLE CITY COUNCIL DATE: September 2, 2025

SUBJECT: Proclamation for National Co-Responder Week - Presented by Councilmember Davis

Report in Brief

City Council will designate September 14-20, 2025 as National Co-Responder Week.

Co-Responders Ashley Fraser and Jessica May, along with Case Manager Julie Duhegraham will be present to accept the proclamation.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Toni Riebschlager, Law Office Administrator	08/11/2025
Megan McCall, Assistant City Attorney II	08/11/2025

Approved by:

Rachel Morris, City Attorney	08/12/2025
Linda Haley, Deputy City Manager	08/12/2025
Don Wick, City Manager	08/14/2025

Enclosure, exhibits & attachments required to support the report

WHEREAS, the City of Arvada is committed to enhancing public safety, community trust, and compassionate responses to individuals in crisis; and

WHEREAS, co-responder programs—pairing law enforcement officers with mental health professionals—have proven to be highly effective in addressing behavioral health crises with care, expertise, and dignity; and

WHEREAS, the Arvada Police Department's Co-Responder Unit provides essential support in the field, offering de-escalation, crisis intervention, mental health assessment, and connection to resources that reduce unnecessary arrests and hospitalizations while improving outcomes for individuals and families; and

WHEREAS, National Co-Responder Week, observed September 14–20, 2025, highlights the innovative partnerships between law enforcement and behavioral health providers that are strengthening communities across the nation; and

WHEREAS; the City of Arvada recognizes the dedication, professionalism, and compassion of its Co-Responder Unit members, who serve on the front lines of both public safety and mental health care; and

WHEREAS, the Arvada City Council wishes to commend these efforts, which reflect the highest values of collaboration, service, and community well-being.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Arvada, Colorado that September 14-20, 2025 be designated as National Co-Responder Week in the City of Arvada, and we encourage all residents to join in recognizing and expressing appreciation for the critical contributions of co-responder teams to the safety, health, and resilience of our community.

Dated this 2nd day of September 2025.

Lauren Simpson, Mayor

Randy Moorman, Mayor Pro Tem

Shawna Ambrose, Councilmember

Sharon Davis, Councilmember

Bob Fifer, Councilmember

John Marriott, Councilmember

Brad Rupert, Councilmember

CITY OF ARVADA

REPORT TO CITY COUNCIL	AGENDA ITEM 5.C.

TO: THE HONORABLE CITY COUNCIL DATE: September 2, 2025

SUBJECT: Proclamation for National Forensic Science Week - Presented by Councilmember Marriott

Report in Brief

City Council will proclaim the week of September 14-20, 2025 as National Forensic Science Week.

Detective Kylie Wees will be present to accept the proclamation.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:
Toni Riebschlager, Law Office Administrator 08/11/2025
Megan McCall, Assistant City Attorney II 08/11/2025

Approved by:

Rachel Morris, City Attorney 08/12/2025
Linda Haley, Deputy City Manager 08/12/2025
Don Wick, City Manager 08/14/2025

Enclosure, exhibits & attachments required to support the report

WHEREAS. forensic science is critical to public safety, criminal investigations, and the pursuit of justice; and

WHEREAS, the dedicated forensic professionals of the Arvada Police Department provide essential scientific analysis, objective evidence evaluation, and expert testimony that aid law enforcement, prosecutors, and defense counsel in the fair administration of justice; and

WHEREAS, advancements in forensic science have strengthened the ability to solve crimes, exonerate the innocent, and ensure accountability under the law; and

WHEREAS, the work of forensic scientists and forensic service technicians requires precision, integrity, and unwavering commitment to the highest standards of professional excellence; and

WHEREAS, the City of Arvada recognizes the dedication, professionalism, and compassion of its Co-Responder Unit members, who serve on the front lines of both public safety and mental health care; and

WHEREAS, National Forensic Science Week, observed September 14–20, 2025, provides an opportunity to recognize the vital contributions of forensic professionals and to raise awareness of the important role they play in keeping our community safe; and

WHEREAS, the City of Arvada wishes to honor and thank the men and women of the Arvada Police Department's Crime Lab for their dedication, expertise, and service to the residents of Arvada.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Arvada, Colorado that September 14-20, 2025 be designated as National Forensic Science Week in the City of Arvada and encourage all residents to join in recognizing and expressing appreciation for outstanding contributions of forensic professionals to our community and our criminal justice system.

Dated this 2nd day of September 2025.

Lauren Simpson, Mayor

Randy Moorman, Mayor Pro Tem

Shawna Ambrose, Councilmember

Sharon Davis, Councilmember

Bob Fifer, Councilmember

John Marriott, Councilmember

Brad Rupert, Councilmember

CITY OF ARVADA

REPORT TO CITY COUNCIL	AGENDA ITEM 8.A.

TO: THE HONORABLE CITY COUNCIL DATE: September 2, 2025

SUBJECT: Consent Agenda

Report in Brief

1. R25-071, A Resolution Declaring the Intent of the City of Arvada to Use Its Best Efforts to Issue Multifamily Housing Revenue Bonds to One or More Pipeline Projects for the Benefit of Low- and Middle-Income Families or Persons and Authorizing Carryforward Allocation

2. R25-072, A Resolution Authorizing Participation in the Denver Regional Council of Governments' Regional Housing Needs Assessment

3. R25-073, A Resolution Authorizing Change Order #2 to An Agreement By and Between the City of Arvada and EZ Excavating, Inc. for the 2024 Water Main Replacement, Project No. 24-WA-01, in an Amount Not to Exceed $681,646.35 thereby Increasing the Total Contract Amount to an Amount Not to Exceed $5,511,655.35

Suggested Motion: Moved by: ___________________________________ I move that the Consent Item(s), Number(s)_________
be
(Removed from the Consent Agenda and Heard Upon Item _____________) (Referred to a Workshop) (Postponed Indefinitely).

YES _______ NO ______ ABSENT ______

That All/Remaining Consent Items be (Approved) (Rejected).

YES _______ NO ______ ABSENT ______

Prepared by:
Chris Koch, CCO Admin

Reviewed by:
Toni Riebschlager, Law Office Administrator 08/22/2025

Approved by:

Enclosure, exhibits & attachments required to support the report

CITY OF ARVADA

REPORT TO CITY COUNCIL RESOLUTION	AGENDA ITEM 8.A.1.

TO: THE HONORABLE CITY COUNCIL DATE: September 2, 2025

SUBJECT: R25-071, A Resolution Declaring the Intent of the City of Arvada to Use Its Best Efforts to Issue Multifamily Housing Revenue Bonds to One or More Pipeline Projects for the Benefit of Low- and Middle-Income Families or Persons and Authorizing Carryforward Allocation

Report in Brief

PRESENTER:Carrie Espinosa

The City of Arvada received a direct allocation of $7,946,818 of Private Activity Bonds (PAB) from the State of Colorado Department of Local Affairs (DOLA) for the year 2025. The City accepted applications for its PAB allocation from private and non-profit developers from January 31, 2025 through February 24, 2025. The City received zero applications. Since that time, two developers have expressed interest in the bonds. The Arvada team recommends that the City carry forward its 2025 PAB allocation of $7,946,818 into 2026. This will allow the City to retain the bonds and open a competitive application for both the 2025 and 2026 allocations.

The Arvada team recommends that the City Council approve R25-071, A Resolution Declaring the Intent of the City of Arvada to Use Its Best Efforts to Issue Multifamily Housing Revenue Bonds to One or More Pipeline Projects for the Benefit of Low- and Middle-Income Families or Persons and Authorizing Carryforward Allocation.

Financial Impact

There is no financial impact associated with the proposed action.

Background

Private Activity Bonds fund privately developed projects. The bonds are tax-exempt and the amount of the bonds issued is limited by the IRS. Underwriters use investor money called "bond proceeds" to make a loan to a project. The project then pays back the loan and the investors are repaid, plus interest.

Eligible activities include:

- New construction or acquisition/rehabilitation of housing for low- to moderate-income people
- Single-family mortgage revenue bonds (SFMRB) sold by local and state agencies for mortgages low- and moderate-income people
- Mortgage Credit Certificates (MCC) which is a bond allocation for qualified homebuyers
- Manufacturing "small issue" industrial development bonds (not to exceed $10,000,000) for construction of manufacturing facilities that produce goods.
- Qualified redevelopment bonds for acquiring property in blighted areas, prepare land for redevelopment, and relocate occupants of structures on the acquired property.
- Exempt facility bonds for hazardous waste facilities, solid waste disposal facilities, water and sewer facilities, mass commuting facilities, local district heating and cooling facilities, local electric energy or gas facilities and multifamily housing bonds.
- Qualified 501(c) (3) bonds for use by non-profit hospitals and private universities.

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The City of Arvada receives an annual allocation of PAB from DOLA and prioritizes the bonds for low to moderate-income housing development and rehabilitation. The City's 2025 PAB allocation is $7,946,818. The City must inform DOLA of the City's intended purpose of the 2025 bonds no later than September 15, 2025. The City must decide one of the following no later than September 15, 2025:

1. Issue or Assign the bonds to a project
2. Carryforward the bonds
3. Relinquish the bonds to DOLA

The City accepted applications for its PAB allocation from January 31, 2025 2025- February 24, 2025 and did not receive an application. Since that time, however, two developers have expressed interest in applying for the bonds. The City team recommends that the City elect to carryforward its 2025 allocation, therefore preserving the City's ability to assign bonds in future years while the Housing team continues its conversations with housing developers. The next application period for the bonds will occur in January 2026 and will include both the 2025 and 2026 allocations.

Discussion

The recommended action supports the expansion of affordable housing opportunities for low and moderate-income members of the community. A carryforward of the bonds allows the City to preserve its ability to assign the bonds while continuing discussions with interested housing developers.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

This agenda item supports the Housing Strategic Result found in the Arvada City Council Strategic Plan:
Improve access to diverse, safe, and affordable housing options and programs, providing residents with opportunities to obtain housing that meets their needs in all phases of life.

Alternative Courses of Action

Alternative courses of action include the following:

1. Approve this resolution to carry forward the 2025 PABs
2. The City can assign the bonds to the Colorado Housing and Finance Authority
3. The City can return the bonds to the Colorado Department of Local Affairs

Recommendation for Action

The Arvada team recommends that the City Council approve Alternative No. 1.

Suggested Motion:

I move that R25-071, A Resolution Declaring the Intent of the City of Arvada to Use Its Best Efforts to Issue Multifamily Housing Revenue Bonds to One or More Pipeline Projects for the Benefit of Low- and Middle-Income Families or Persons and Authorizing Carryforward Allocation, be (approved) (rejected).

Prepared by:
Gail Walker, Legal Specialist-Contracts

Reviewed by:

Approved by:

Carrie Espinosa, Manager of Housing Preservation and Resources	08/11/2025
Jessica Garner, Director of Community and Economic Development	08/13/2025
Gail Walker, Legal Specialist-Contracts	08/14/2025
Kylie Justus, Assistant City Attorney	08/14/2025
Rachel Morris, City Attorney	08/20/2025
Linda Haley, Deputy City Manager	08/21/2025
Don Wick, City Manager	08/21/2025
Bryan Archer, Chief Financial Officer	08/21/2025
Don Wick, City Manager	08/22/2025

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R25-071

A RESOLUTION DECLARING THE INTENT OF THE CITY OF ARVADA TO USE ITS BEST EFFORTS TO ISSUE MULTIFAMILY HOUSING REVENUE BONDS TO ONE OR MORE PIPELINE PROJECTS FOR THE BENEFIT OF LOW- AND MIDDLE-INCOME FAMILIES OR PERSONS AND AUTHORIZING CARRYFORWARD ALLOCATION

WHEREAS, the City of Arvada, Colorado, a home rule municipal corporation of the State of Colorado (the "City"), is authorized and empowered by the provisions of Article 3 of Title 29 of the Colorado Revised Statutes, as from time to time supplemented and amended, to issue revenue bonds for the purpose of providing multifamily residential housing that substantially benefits persons of low income; and

WHEREAS, the City Council of the City (the "City Council") recognizes the need in the City to provide or otherwise assist in providing housing facility loans to finance rental housing facilities which constitute "qualified residential rental projects" described in Section 142(a)(7) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the City desires to support the financing, construction, and equipping of one or more affordable multifamily rental housing projects ("Pipeline Projects") through the issuance of its revenue bonds; and

WHEREAS, in 2025, the City has been allocated $7,946,818 in private activity bonds by Colorado's Department of Local Affairs ("2025 Allocation"); and

WHEREAS, the City hereby carries forward its 2025 Allocation with the intention of using its best efforts to issue the 2025 Allocation and any additional allocations it may be awarded to Pipeline Projects within the timeframe permitted for the carryforward; and

WHEREAS, this Resolution is being adopted to satisfy the requirements of the City with respect to establishing its intent to use its best efforts to issue, or to cause to be issued, the revenue bonds and with respect to establishing a carryforward purpose for private activity bond volume cap allocation awarded to the City pursuant to the Colorado Private Activity Bond Ceiling Allocation Act, constituting Part 17 of Article 32 of Title 24 of the Colorado Revised Statutes, as amended (the "Allocation Act").

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

Section 1. The making of housing facility loans hereby is found and determined to be necessary to provide rental housing facilities in the City that substantially benefit persons of low or middle income, and the Mayor or Mayor Pro Tem of the City is hereby directed, when a Pipeline Project is identified and the time is appropriate, to prepare a plan for the financing or support of such housing facilities by the City or other local or state-wide issuer issuing exempt facility bonds (the "Bonds") under Section 142(a)(7) of the Code and using the proceeds thereof to make or support the making of housing facility loans (the “Program”).

Section 2. Unused volume cap of the City, plus any additional amounts assigned and transferred to the City by city, county, and state-wide issuers, or made available to the City by any delegations of authority by city, county, or state-wide issuers, plus any amounts allocated or reallocated to the City from the statewide balance are hereby allocated to the Program for a carryforward purpose within the meaning of Section 24-32-1706 (3)(c) of the Allocation Act; provided, that the Mayor or Mayor Pro Tem of the City are authorized to permit, in their sole discretion, an amount of volume cap to be relinquished to the statewide balance in order to facilitate a statewide balance award of such amount for the financing of commercial projects, if required, or for use by other issuers for any purpose and to make or accept assignments of volume cap to other issuers or delegate authority to or receive delegation from other issuers, including the Colorado Housing and Finance Authority, to issue bonds on behalf of the City. The Mayor or Mayor Pro Tem of the City are hereby further authorized and directed to file with the Department of Local Affairs under and pursuant to Section 24-32-1706 (3)(c) of the Allocation Act, written notification of such carryforward allocation for the 2025 Allocation and subsequent years, as applicable.

Section 3. The Mayor or Mayor Pro Tem of the City hereby are authorized to take all steps necessary or appropriate to assure full utilization by the City of the volume cap hereby allocated to the Program, including, without limitation, the filing of a carryforward election under Section 146(f) of the Code.

Section 4. The City intends to issue or otherwise support the issuance of the Bonds to Pipeline Projects in an amount to be determined including the 2025 Allocation, upon terms acceptable to the City as set forth in a bond resolution or resolutions to be hereafter adopted (if the City is the issuer) and to take all further action which is necessary or desirable in connection therewith.

Section 5. All resolutions or parts thereof concerning the subject matter hereof in conflict with this Resolution are hereby repealed to the extent of such conflict. This repealer shall not be construed to revive any resolution or part thereof, heretofore repealed.

Section 6. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 2nd day of September, 2025.

____

Lauren Simpson, Mayor

ATTEST:

____
City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney:

By: ________________________________

REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM 8.A.2.

TO: THE HONORABLE CITY COUNCIL DATE: September 2, 2025

SUBJECT: R25-072, A Resolution Authorizing Participation in the Denver Regional Council of Governments' Regional Housing Needs Assessment

Report in Brief

PRESENTER: Carrie Espinosa

At the August 19, 2025 study session, the city team presented an opportunity to participate in the use of the Denver Regional Council of Governments (DRCOG) Regional Housing Needs Assessment to fulfill the requirements of SB24-174. A summary of the Regional Housing Needs Assessment was presented to the Arvada City Council and the Council had the opportunity to provide comment. Approval of this resolution is a formal acknowledgment of the August 19, 2025 public meeting reviewing the Regional Housing Needs Assessment and City's participation in the use of the Regional Housing Needs Assessment to fulfill the requirements of SB24-174.

The Arvada team recommends that the City Council approve R25-072, A Resolution Authorizing Participation in the Denver Regional Council of Governments' Regional Housing Needs Assessment.

Financial Impact

There is no financial impact associated with this agenda item.

Background

The Sustainable Affordable Housing Assistance Act (SB 24-174) mandates local governments to conduct and publish a housing needs assessment that conforms to methodologies developed by the Colorado Department of Local Affairs by December 31, 2026. Local governments are exempt from the requirement to conduct a local housing needs assessment if they participate in a regional housing needs assessment that complies with the Department of Local Affairs methodology. In December 2024, DRCOG submitted its Regional Housing Needs Assessment to the Colorado Department of Local Affairs for review to ensure conformity with SB 24-174. The Colorado Department of Local Affairs approved the DRCOG regional housing needs assessment, which enables local governments in the DRCOG region to use the regional assessment for compliance with the state law's housing needs assessment requirement.

The City of Arvada completed a Housing Needs Assessment shortly before the legislation was passed and would therefore need to revisit and amend small sections of the Arvada housing needs assessment to meet all the requirements in the legislation's guidance. By agreeing to participate in using the DRCOG Regional Housing Needs Assessment, the City will meet the requirements. The City may then use its own housing needs assessment, in addition to the DRCOG Housing Needs Assessment, to develop the Arvada Housing Action Plan (also a requirement of SB 24-174).

On August 19, 2025, a study session was held with the Arvada City Council where the Housing team presented a summary and analysis of the DRCOG Regional Housing Needs Assessment. The Council has the opportunity to provide comments that will be forwarded to DRCOG as part of DRCOG's 60-day public comment period. During the study session, Council was informed that a resolution approving participation in the use of the regional housing needs assessment would be presented at the September 2, 2025 city council business meeting for consideration.

Discussion

The City of Arvada completed a Housing Needs Assessment in 2023, which was used to inform the Arvada Housing Strategic Plan. The Arvada Housing Needs Assessment was not conducted to the Colorado Department of Local Affairs specifications because the assessment was completed before the passage of the Sustainable Affordable Housing Act.

It is recommended that the City inform DOLA that the City will participate in the Regional Housing Needs Assessment to help write its Housing Action Plan. The City will also use the Arvada 2024 Housing Needs Assessment and Arvada Housing Strategic Plan to write the Arvada Housing Action Plan. This option is at no cost to the City.

Public Contact

Posting of the City Council agenda

Commission Recommendation

N/A

Strategic Alignment

This agenda item aligns with the following City Council Strategic Result-
Housing: Improve access to diverse, safe and affordable housing options and programs, providing residents with opportunities to obtain housing that meets their needs in all phases of life.

Alternative Courses of Action

If the City decides not to participate in the use of the DRCOG Regional Housing Needs Assessment, the City would need to complete a housing needs assessment of its own that complies with the requirements of SB-24-174 no later than December 31, 2026.

Recommendation for Action

The Arvada team recommends that the City Council approve a Resolution Authorizing Participation in the Denver Regional Council of Governments' Regional Housing Needs Assessment.

Suggested Motion:

I move that R25-072, A Resolution Authorizing Participation in the Denver Regional Council of Governments' Regional Housing Needs Assessment, be (approved) (rejected).

Prepared by:
Gail Walker, Legal Specialist-Contracts

Reviewed by:

Approved by:

Josie Suk, Development Systems and Administrative Manager	08/11/2025
Jessica Garner, Director of Community and Economic Development	08/13/2025
Carrie Espinosa, Manager of Housing Preservation and Resources	08/14/2025
Gail Walker, Legal Specialist-Contracts	08/14/2025

Kylie Justus, Assistant City Attorney	08/14/2025
Rachel Morris, City Attorney	08/20/2025
Linda Haley, Deputy City Manager	08/21/2025
Don Wick, City Manager	08/21/2025

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R25-072

A RESOLUTION AUTHORIZING PARTICIPATION IN THE DENVER REGIONAL COUNCIL OF GOVERNMENTS' REGIONAL HOUSING NEEDS ASSESSMENT

WHEREAS, pursuant to C.R.S. § 24-32-3704, the Denver Regional Council of Governments ("DRCOG") has prepared a Regional Housing Needs Assessment and provided it to the City of Arvada (the "City"); and

WHEREAS, the City Council reviewed DRCOG's Regional Housing Needs Assessment at a public meeting on August 19, 2025, at 4:00 pm at City Hall, located at 8101 Ralston Road, Arvada, Colorado 80002; and

WHEREAS, pursuant to C.R.S. § 24-32-3703, the City intends to participate in DRCOG's Regional Housing Needs Assessment.

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

Section 1. Appropriate city staff is authorized to submit any comments by City Council regarding DRCOG's Regional Housing Needs Assessment to DRCOG within the applicable sixty-day review period. The comments, if any, are in substantially the same form as those attached hereto.

Section 2. This resolution, and any actions taken to effectuate its provisions, shall in no way restrict, waive, or otherwise affect the rights or authority of City Council to challenge the Constitutionality or the applicability of any law to it at any time.

Section 3. If any section, paragraph, clause, or provision of this resolution shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this resolution.

Section 4. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 2nd day of September, 2025.

____

Lauren Simpson, Mayor

ATTEST:

____
City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney

By: ________________________________

R25-072, A Resolution Authorizing Participation in the Denver Regional Council of Governments' Regional Housing Needs Assessment

Comments provided by City Council of the City of Arvada

On August 19, 2025, the Housing Division at the City of Arvada presented the findings of the Regional Housing Needs Assessment (RHNA) authored by the Denver Regional Council of Governments (DRCOG) to City Council. The City team gave the recommendation that the City participate in the RHNA by providing comments to DRCOG during the 60-Day Review Period. If the Council accepts the recommendation, the City's participation will fulfill the Housing Needs Assessment requirements under SB24-174 and bring the City into compliance.

Below are the comments the Mayor and Councilmembers provided to the City team at the workshop. Should Council vote to participate in the RHNA, these comments will be submitted to DRCOG.

Mayor Simpson:
Finds the DRCOG RHNA to be a useful tool to help write the Housing Action Plan. Mayor Simpson also finds many of the RHNA's conclusions to support the anecdotal evidence she has heard from numerous constituents.

Councilmember Davis:
Agrees that DRCOG's characterization of Arvada as an urban-suburban City is appropriate, particularly in certain areas. Councilmember Davis finds this report to be a good way to fill gaps in the Arvada Housing Needs Assessment.

Councilmember Fifer:
No comment for DRCOG on the Assessment.

Councilmember Marriott:
Expressed deep concerns that the Assessment implements a homogenization of the cities and municipalities within the study area. Councilmember Marriott notes that Arvada is analyzed as an urban community and states that local sentiment may not agree with DRCOG's characterization of the City. He also expressed concerns that participation may indicate agreement with all the conclusions presented; in particular, he disagrees with the conclusion that a wider range of housing types will need to be built to accommodate aging seniors.

Councilmember Moorman:
Finds value in incorporating a regional scope as a supplement to the Arvada Housing Needs Assessment.

Councilmember Rupert:
States that some of DRCOG's conclusions may not or do not apply to Arvada and expressed concerns that participation in the Assessment may signal that Council agrees with all of them. He also notes the DRCOG RHNA was written with a particular emphasis on housing affordability, but that there are other ways to subdivide the housing stock.

CITY OF ARVADA

REPORT TO CITY COUNCIL RESOLUTION	AGENDA ITEM 8.A.3.

TO: THE HONORABLE CITY COUNCIL DATE: September 2, 2025

SUBJECT: R25-073, A Resolution Authorizing Change Order #2 to An Agreement By and Between the City of Arvada and EZ Excavating, Inc. for the 2024 Water Main Replacement, Project No. 24-WA-01, in an Amount Not to Exceed $681,646.35 thereby Increasing the Total Contract Amount to an Amount Not to Exceed $5,511,655.35

Report in Brief

The attached resolution authorizes Change Order #2 for the agreement with EZ Excavating, Inc. for the 2024 Water Main Replacement, Project No. 24-WA-01, in an Amount Not to Exceed $681,646.35 thereby Increasing the Total Contract Amount to an Amount Not to Exceed $5,511,655.35. This project involves the replacement of existing asbestos-cement waterlines within the Sierra Vista neighborhood and increasing the scope to address capacity concerns at Kipling and W 78th Ave and removing all asbestos-cement waterline near W 82nd Ave and Alkire St.

The Arvada team recommends that the City Council R25-073, A Resolution Authorizing Change Order #2 to An Agreement By and Between the City of Arvada and EZ Excavating, Inc. for the 2024 Water Main Replacement, Project No. 24-WA-01, in an Amount Not to Exceed $681,646.35 thereby Increasing the Total Contract Amount to an Amount Not to Exceed $5,511,655.35.

Financial Impact

Financial Impact
CIP Project:24WA01 – Water Main Replacement
Financial Impact: $681,646.35
Funding Source: UT Drinking Water Distribution
CIP Account Number: PRJ23097004

Background

Water infrastructure installed prior to 1980 generally has a 50-year life cycle. As this part of the water system reaches the end of its life cycle, the infrastructure needs to be replaced to ensure the water transmission system's continued reliability, efficiency, and safety to provide long-term service to the community.

Discussion

This project replaces asbestos-cement water line near W. 82nd Ave and Alkire St. This water line has reached the end of useful life; replacing the water line as part of one project is the least disruptive for property owners and residents in the vicinity.

Public Contact

NA

Commission Recommendation

NA

Strategic Alignment

The recommended action aligns with the Infrastructure Work System Services within the City Council Strategic Plan. Specifically, the recommended action is consistent with the following Principle included in INF1:
Provides the community with a safe, reliable high quality water supply, drainage system, and wastewater disposal services for full city build-out, as defined in the Comprehensive Plan. This includes maintaining utility rates at the lowest practical levels with accurate billing that supports replacement of aging infrastructure in order to maintain robust utility systems.

Alternative Courses of Action

NA

Recommendation for Action

The Arvada team recommends that the City Council approve R25-073, A Resolution Authorizing Change Order #2 to An Agreement By and Between the City of Arvada and EZ Excavating, Inc. for the 2024 Water Main Replacement, Project No. 24-WA-01, in an Amount Not to Exceed $681,646.35 thereby Increasing the Total Contract Amount to an Amount Not to Exceed $5,511,655.35.

Suggested Motion:

I move that R25-073, A Resolution Authorizing Change Order #2 to An Agreement By and Between the City of Arvada and EZ Excavating, Inc. for the 2024 Water Main Replacement, Project No. 24-WA-01, in an Amount Not to Exceed $681,646.35 thereby Increasing the Total Contract Amount to an Amount Not to Exceed $5,511,655.35, be (approved) (rejected).

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Katy Smith, Civil Engineer II	08/12/2025
Mary Stahl, Senior Civil Engineer	08/12/2025
Claudia Vaughan, City Engineer	08/14/2025
Jacqueline Rhoades, Director of Infrastructure	08/14/2025
Bryan Archer, Chief Financial Officer	08/14/2025
Tammy Hedlund, Legal Specialist	08/14/2025
Janelle Miller, Assistant City Attorney	08/14/2025
Rachel Morris, City Attorney	08/20/2025
Linda Haley, Deputy City Manager	08/21/2025
Don Wick, City Manager	08/21/2025

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R25-073

A RESOLUTION AUTHORIZING CHANGE ORDER #2 TO AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND E-Z EXCAVATING, INC. FOR THE 2024 WATER MAIN REPLACEMENT, PROJECT NO. 24-WA-01, IN AN AMOUNT NOT TO EXCEED $681,646.35 THEREBY INCREASING THE TOTAL CONTRACT AMOUNT TO AN AMOUNT NOT TO EXCEED $5,511,655.35

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, Change Order #2, that is in substantially the same form as that attached hereto to an Agreement by and between the City of Arvada and E-Z Excavating, Inc.

Section 2. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 2nd day of September, 2025.

____
Lauren Simpson, Mayor

ATTEST:

____
City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney

By: ______________________________

CHANGE ORDER #2
TO "AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND E-Z EXCAVATING, INC. FOR THE 2024 WATER MAIN REPLACEMENT, PROJECT NO. 24-WA-01, IN AN AMOUNT NOT TO EXCEED $4,662,989.00"

1. **PARTIES.** The Parties to this Change Order #2 are the City of Arvada, a Colorado home rule municipal corporation, whose mailing address is 8101 Ralston Road, Arvada, CO 80002 ("Arvada" or the "City"), and E-Z Excavating, Inc., a Colorado corporation whose principal place of business is 8123 Indian Peaks Avenue, Frederick, CO 80516 ("Contractor"). The Parties may be referred to individually as a "Party" and collectively as the "Parties."

2. **RECITALS AND PURPOSE.**

2.1. On or about July 25, 2024, Parties entered into an Agreement By and Between the City of Arvada and E-Z Excavating, Inc. for the 2024 Water Main Replacement Project No. 24-WA-01, In An Amount Not to Exceed $4,662,989.00 (the "Original Agreement").

2.2. On or about March 5, 2025, Parties executed Change Order #1 to the Original Agreement ("Change Order #1"). Change Order #1 expanded the scope of services by adding Phase G to the project; increased the contract amount by $167,020.00; and extended the project timeline by 35 days.

2.3. Pursuant to Section 4.3 of the Original Agreement, Arvada may request changes to the scope of services; completion date; and contract amount, which can be accomplished by the Parties executing a written change order.

2.4. Pursuant to Article 4 of the Original Agreement and the Contract Documents, the Parties may effectuate minor contract revisions in an amount not to exceed $100,000.00.

2.5. The purpose of this Change Order #2 is to amend the terms of the Original Agreement to expand the scope of services by expanding an existing phase of the project, Phase F, and adding another phase to the project ("Phase H"); increase the contract amount by $681,646.35 for the expanded scope of services and to account for work that has exceeded permissible minor contract revisions; and extend accordingly the project timeline by 56 days.

2.6. The Original Agreement, Change Order #1, and other Contract Documents are incorporated herein, however, for the convenience of the Parties and to avoid unnecessary duplication of documents, they are not attached hereto but may be viewed at the City Clerk's Office. Except as specifically modified pursuant to this Change Order #2, all terms of the Original Agreement, Change Order #1, and other Contract Documents remain unchanged.

3. **CONTRACT DOCUMENTS AND EXHIBITS.**

3.1. Contract Documents. The Contract Documents shall consist of this Change Order #2, Change Order #1 (including Exhibit J), the Original Agreement (including Exhibits A through I), and any executed field engineered change orders (which are not attached hereto but are incorporated herein by reference), together with the following, attached hereto and incorporated herein by reference:

Exhibit K: Project 24-WA-01: Phase F, Change Order #26
Exhibit L: Project 24-WA-01: Phase H, Change Order #18
Exhibit M: Project 24-WA-01: Change Orders #16, 19-25, and 27

3.2. Interpretation of Contract Documents. In the event any matter, term, provision, or condition that is the subject of the Original Agreement, Change Order #1, or Change Order #2 requires clarification or is in dispute, or is the subject of a difference of opinion, the purpose and intent of the Agreement shall be first ascertained by reference to the Contract Documents in their entirety. In the event of any dispute or differences between the respective documents that constitute the Contract Documents, then Contractor shall secure the written instructions from Arvada before proceeding with the performance of the services affected by such conflicts, omissions, or discrepancies.

4. **SCOPE OF SERVICES FOR CHANGE ORDER #2.** The Original Agreement shall be modified to reflect the expanded work for Phase F, as described in **Exhibit K**, the addition of Phase H, as described in **Exhibit L**, and any work that has exceeded the Original Agreement's allowance for minor contract revisions, as described in **Exhibit M**. Contractor shall complete all Work required by the Contract Documents (Phases A through H) within **456 days** after the date of the Notice to Proceed.

5. **COMPENSATION FOR SERVICES UNDER CHANGE ORDER #2.** The terms of the Original Agreement are amended to increase compensation by $681,646.35. Therefore, Contractor agrees to perform the Work for an amount not to exceed $5,511,655.35.

6. **FULL FORCE AND EFFECT.** All other terms and conditions shall be as set forth in the Agreement.

[Signature page follows.]

DATED this_____________day of____________________________, 2025.

CITY OF ARVADA, a Colorado home rule municipal corporation

____
Lauren Simpson
Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

____
City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney

By: ___________________________________

E-Z EXCAVATING, INC., a Colorado corporation

____
Luis Castillo
Project Manager
8123 Indian Peaks Avenue
Frederick, CO 80516
lcastillo@ezexcavating.com

Exhibit K

CHANGE ORDER #2

TO "AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND E-Z EXCAVATING, INC. FOR THE 2024 WATER MAIN REPLACEMENT, PROJECT NO. 24-WA-01, IN AN AMOUNT NOT TO EXCEED $4,662,989.00"

E-Z Excavating, Inc

8123 Indian Peaks Ave
Frederick, CO 80516
P (303) 772-8121
F (303) 250-9618

To:	City Of Boulder	**Contact:**	
Address:	1777 Broadway, P.O. Box 791 Boulder, CO 80306 US	**Phone:**	(303) 441-3054
		Fax:	
Project Name:	7760 - 2024 Arvada Water Main Replacement CO#26	**Bid Number:**	2025 - 0237
Project Location:		**Bid Date:**	7/30/2025

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	Furnish and Install 8" Dia. Water Main w/Fittings and Restrained Joints	140.00	LF	$90.00	$12,600.00
	Furnish and Install 8" Gate Valve & Box	1.00	EACH	$3,250.00	$3,250.00
	Connect To Existing 8" Pipe	1.00	EACH	$5,500.00	$5,500.00
	Additional Bends, Kipling Crossing	3.00	EACH	$2,682.82	$8,048.46
	Chlorination & Pressure Test	1.00	EACH	$2,700.00	$2,700.00
	Utility Locate Test Holing	5.00	EACH	$1,000.00	$5,000.00
	Asphalt Removal and Resurfacing	87.00	SY	$52.00	$4,524.00
	Citizen Notification	1.00	LS	$565.00	$565.00
	Traffic Control	1.00	LS	$3,685.00	$3,685.00
	Trench Maint. & Project Site Clean Up	1.00	LS	$3,800.00	$3,800.00
	Best Management Practices (BMPs) For Stormwater Management	1.00	LS	$3,250.00	$3,250.00

Total Bid Price: **$52,922.46**

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. **Buyer:** ____________ **Signature:** ____________ **Date of Acceptance:** ____________	**CONFIRMED:** **E-Z Excavating, Inc** **Authorized Signature:** ____________ **Estimator:** Luis Castillo (720) 597-0322 lcastillo@ezexcavating.com

Exhibit L

CHANGE ORDER #2

TO "AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND E-Z EXCAVATING, INC. FOR THE 2024 WATER MAIN REPLACEMENT, PROJECT NO. 24-WA-01, IN AN AMOUNT NOT TO EXCEED $4,662,989.00"

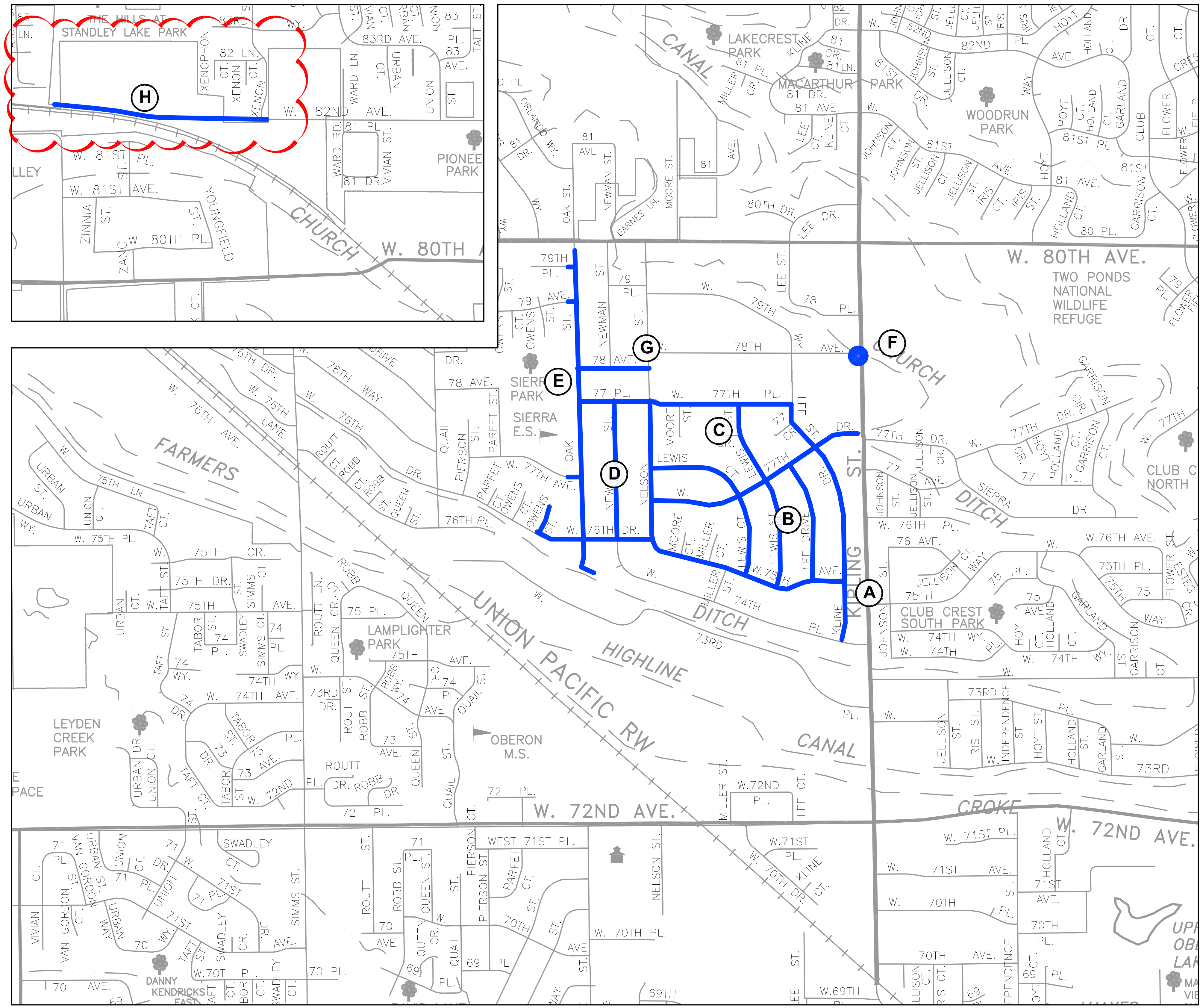
E-Z Excavating, Inc
8123 Indian Peaks Ave
Frederick, CO 80516
P (303) 772-8121
F (303) 250-9618

To:	City Of Arvada	**Contact:**	
Address:	8101 Ralston	**Phone:**	
	Arvada, CO UNITED STATES	**Fax:**	
Project Name:	7760 - Arvada Water Replacement TROB - CO18 - 82nd And Alkire	**Bid Number:**	2025-0054
Project Location:		**Bid Date:**	5/24/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01 - Unit Price Adders					
2	Furnish and Install 12" Dia. Water Main w/Fittings and Restrained Joints	1,876.00	LF	$135.00	$253,260.00
4	Furnish and Install 12" Gate Valve & Box	5.00	EACH	$5,000.00	$25,000.00
6	Furnish and Install Fire Hydrant Assembly	2.00	EACH	$10,200.00	$20,400.00
9	Connect To Existing 12" Pipe	2.00	EACH	$8,500.00	$17,000.00
10	Chlorination & Pressure Test	3.00	EACH	$2,700.00	$8,100.00
11	Install 3/4" Dia. Service Line Pipe and Reconnect Service	7.00	EACH	$1,700.00	$11,900.00
13	Utility Locate Test Holing	35.00	EACH	$1,000.00	$35,000.00
15	Remove Existing Fire Hydrant	2.00	EACH	$1,400.00	$2,800.00
21	Asphalt Removal and Resurfacing	1,115.00	SY	$52.00	$57,980.00
	Total Price for above 01 - Unit Price Adders Items:				**$431,440.00**
02 - Unit Price Add/Deducts					
2	Furnish and Install 12" Dia. Water Main w/Fittings and Restrained Joints	1,876.00	LF	$45.00	$84,420.00
4	Furnish and Install 12" Gate Valve & Box	5.00	EACH	$1,000.00	$5,000.00
6	Furnish and Install Fire Hydrant Assembly	2.00	EACH	$2,400.00	$4,800.00
9	Connect To Existing 12" Pipe	2.00	EACH	($2,000.00)	($4,000.00)
11	Install 3/4" Dia. Service Line Pipe and Reconnect Service	7.00	EACH	$100.00	$700.00
13	Utility Locate Test Holing	35.00	EACH	($450.00)	($15,750.00)
21	Asphalt Removal and Resurfacing	1,115.00	SY	$12.00	$13,380.00
24	Construction Survey	1.00	LS	$9,600.00	$9,600.00
27	Mobilization	1.00	LS	$11,200.00	$11,200.00
28	Citizen Notification	1.00	LS	$2,500.00	$2,500.00
29	Traffic Control	1.00	LS	$32,500.00	$32,500.00
30	Trench Maint. & Project Site Clean Up	1.00	LS	$10,500.00	$10,500.00
31	Best Management Practices (BMPs) For Stormwater Management	1.00	LS	$4,500.00	$4,500.00
	Total Price for above 02 - Unit Price Add/Deducts Items:				**$159,350.00**

Total Bid Price: $590,790.00

ACCEPTED:	**CONFIRMED:**
The above prices, specifications and conditions are satisfactory and hereby accepted.	**E-Z Excavating, Inc**
Buyer: ____________________	
Signature: ____________________	**Authorized Signature:** ____________________
Date of Acceptance: ____________________	**Estimator:** Kyle Herman (303) 720-745-3331 kherman@ezexcavating.com



CITY OF ARVADA

PROJECT 24-WA-01
2024 WATER MAIN REPLACEMENT
(CONSTRUCTION SET)

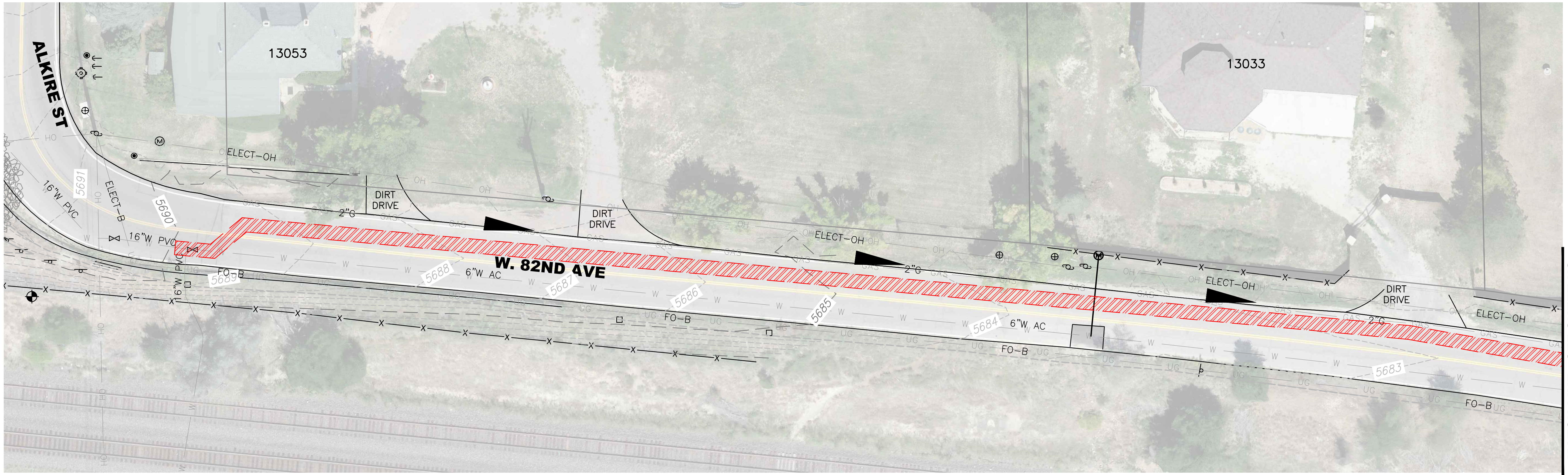
INDEX

KEY	DESCRIPTION	SHT.
	COVER SHEET	
	GENERAL NOTES	GN
	SURVEY CONTROL	SC
	EROSION CONTROL	EC
A	PHASE A	A
B	PHASE B	B
C	PHASE C	C
D	PHASE D	D
E	PHASE E	E
F	PHASE F	F
G	~~PHASE G - ADDED WITH CHANGE ORDER #1~~	G
H	PHASE H - ADDED WITH CHANGE ORDER #2	H

APPROVED:

City Engineer	8/6/25	24WA01
	Date	Job Number

Review is for general compliance with the City of Arvada "Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements", latest edition. Sole responsibility for completeness and/or accuracy of these Documents shall remain with the Registered Professional Engineer sealing these plans. The City does not accept liability for facilities designed by others.



NOTES:

1. STOCK PILES AND STAGING AREAS SHALL BE IDENTIFIED AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.

— FLOW ARROWS

0' 20 40' 80'

SCALE: 1"=40'

APPROVED: City Engineer | 8/6/25 Date | 24WA01 Job Number

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NO.	REVISION	DATE	BY
1	CHANGE ORDER #2 - ADD LOCATION	01/06/25	DW/JV
2			
3			
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5			

Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

CITY OF ARVADA

PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
W 82ND AVE
ALKIRE ST TO XENON ST
EROSION CONTROL PLANS

ENGINEER JV
CHECKED BY
DESIGN BY RN

SHT **EC-H1**

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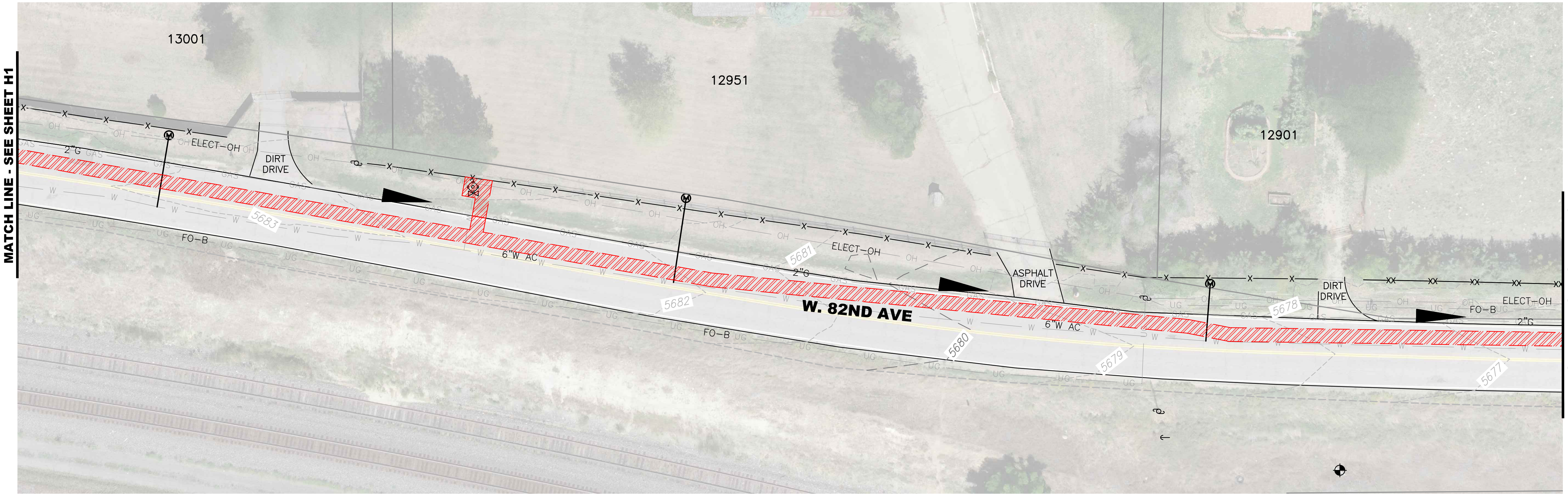

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APPROVED: City Engineer 8/6/25 Date 24WA01 Job Number

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CITY OF ARVADA

PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
W 82ND AVE
ALKIRE ST TO XENON ST
EROSION CONTROL PLANS

ENGINEER JV
CHECKED BY
DESIGN BY RN

SHT **EC-H2**

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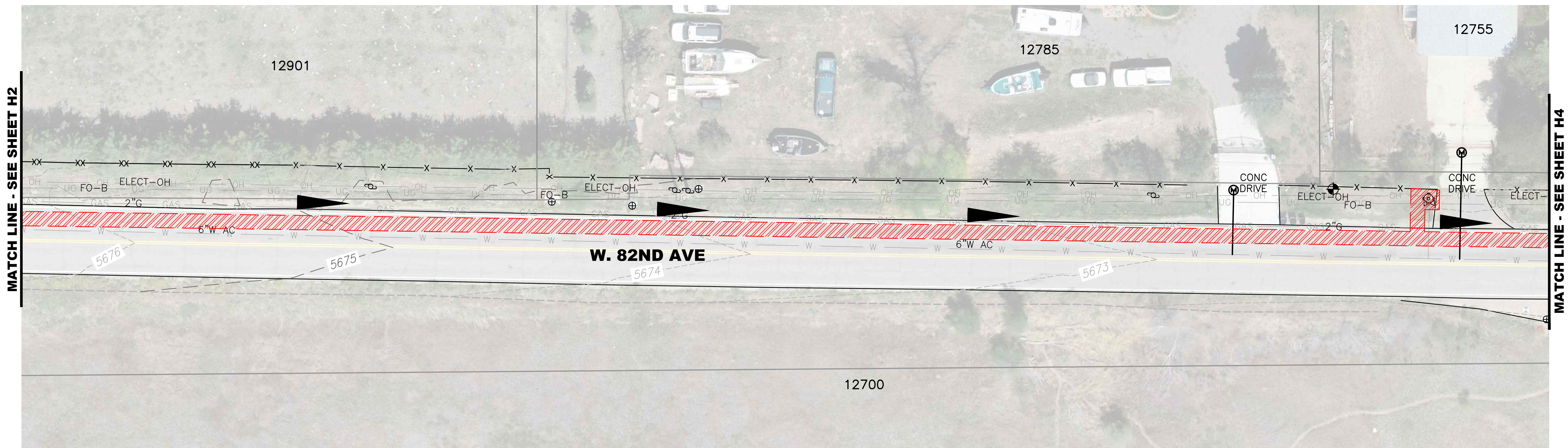

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– FLOW ARROWS

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APPROVED: City Engineer

8/6/25 Date

24WA01 Job Number

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Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

CITY OF ARVADA

PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
W 82ND AVE
ALKIRE ST TO XENON ST
EROSION CONTROL PLANS

ENGINEER JV
CHECKED BY
DESIGN BY RN

SHT **EC-H3**

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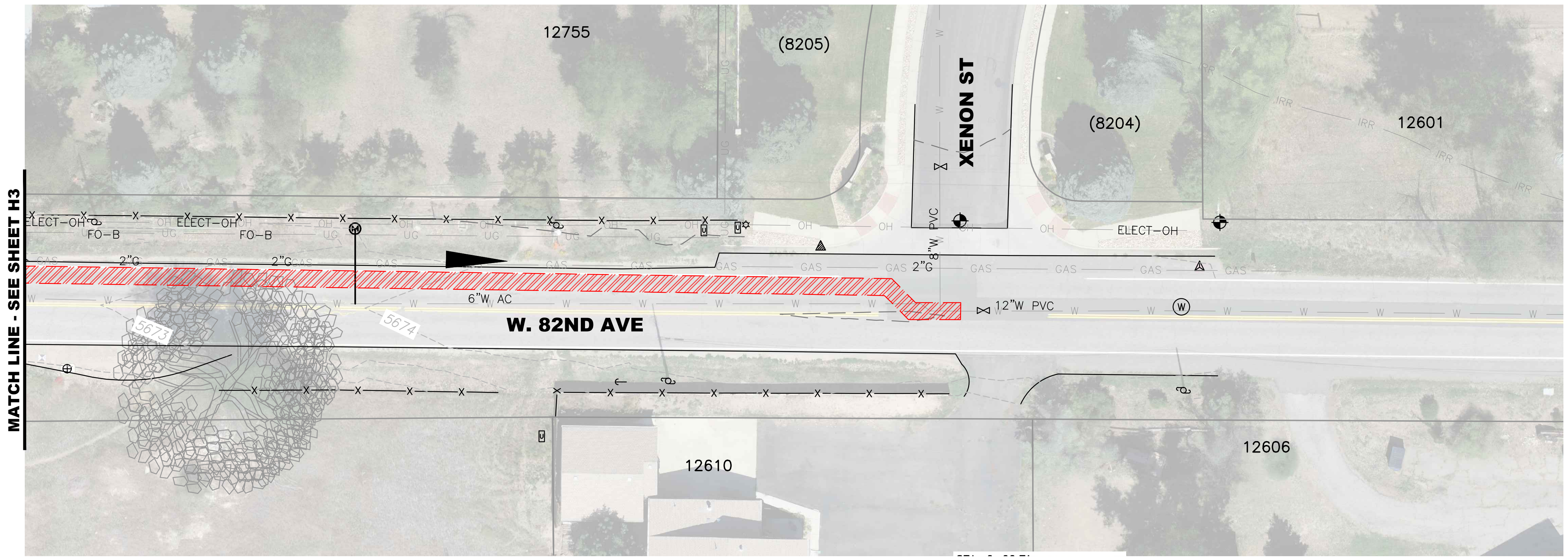

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Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

CITY OF ARVADA

PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
W 82ND AVE
ALKIRE ST TO XENON ST
EROSION CONTROL PLANS

APPROVED:
City Engineer
8/6/25 Date
24WA01 Job Number

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ENGINEER JV
CHECKED BY
DESIGN BY RN

SHT **EC-H4**

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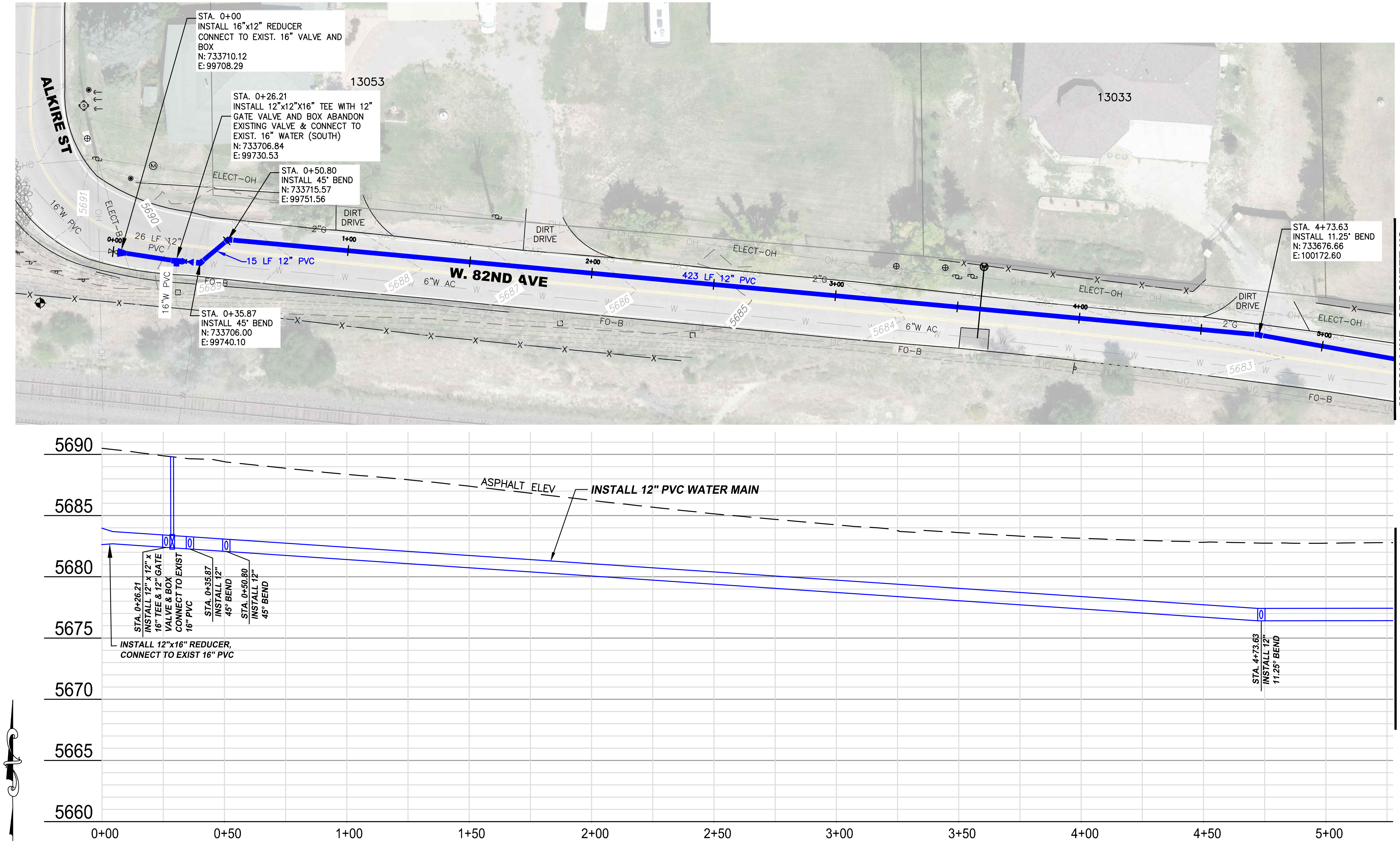

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SCALE: 1"=40'

NOTES:

1. ENSURE PROPER SEPARATION FROM EXISTING UNDERGROUND UTILITIES AS LOCATED IN THE FIELD
2. ABANDON/REMOVE EXISTING VALVE BOXES

APPROVED:

City Engineer | 8/6/25 Date | 24WA01 Job Number

Review is for general compliance with the City of Arvada "Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements", latest edition. Sole responsibility for completeness and/or accuracy of these Documents shall remain with the Registered Professional Engineer sealing these plans. The City does not accept liability for facilities designed by others.

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Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

CITY OF ARVADA

PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
W 82ND AVE
ALKIRE ST TO XENON ST

ENGINEER KS
CHECKED BY KS
DESIGN BY RN

SHT **H1**

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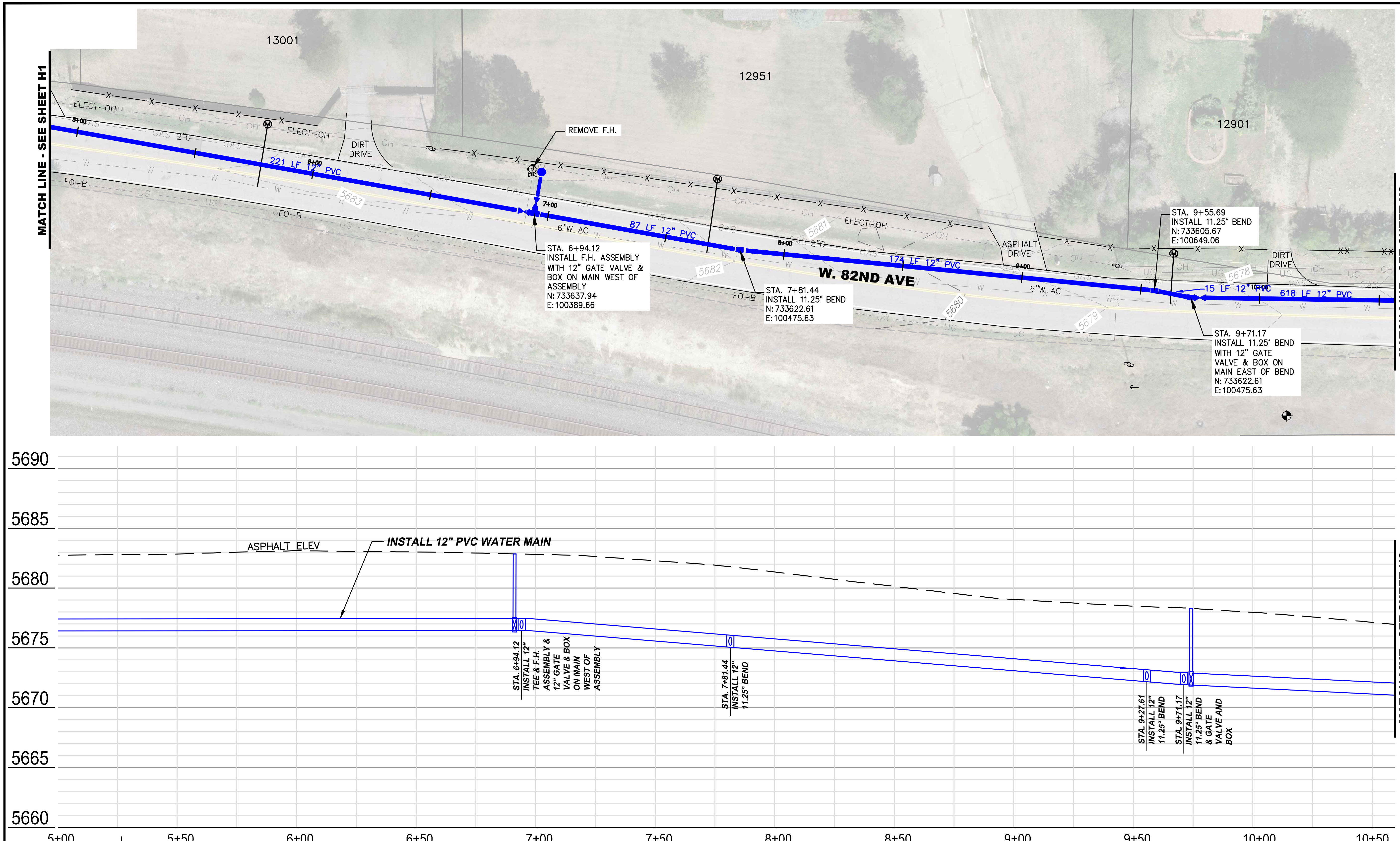

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NOTES:

1. ENSURE PROPER SEPARATION FROM EXISTING UNDERGROUND UTILITIES AS LOCATED IN THE FIELD
2. ABANDON/REMOVE EXISTING VALVE BOXES

APPROVED:

City Engineer — Date: 8/6/25 — Job Number: 24WA01

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Arvada, Colorado 80002
Phone 720-898-7640

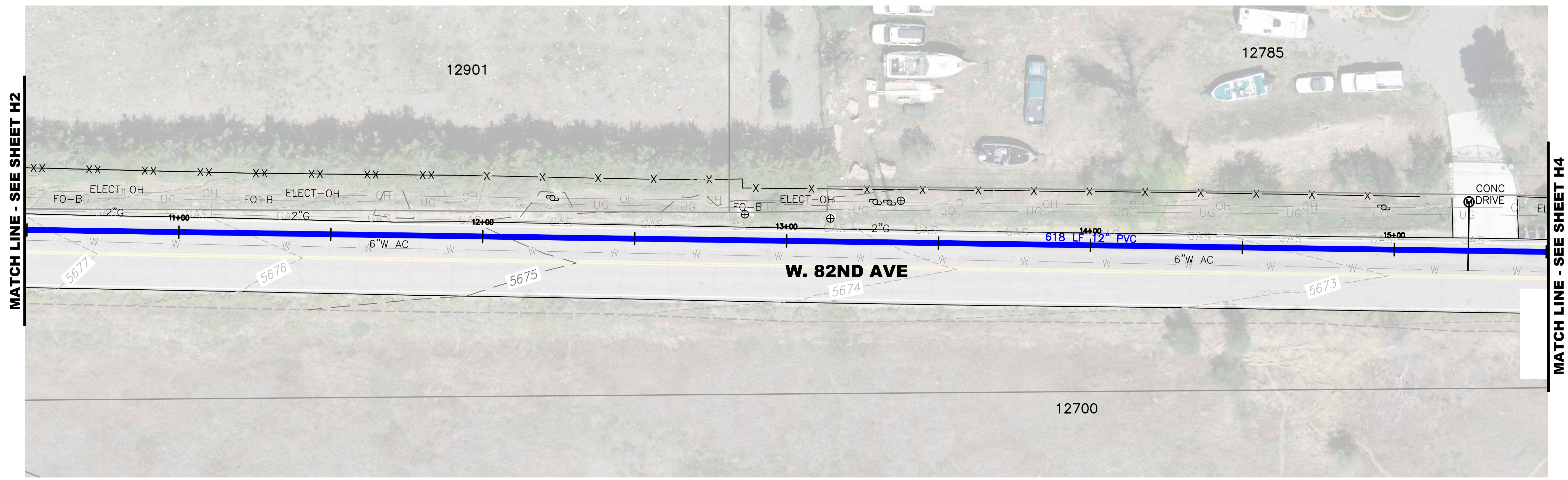
CITY OF ARVADA

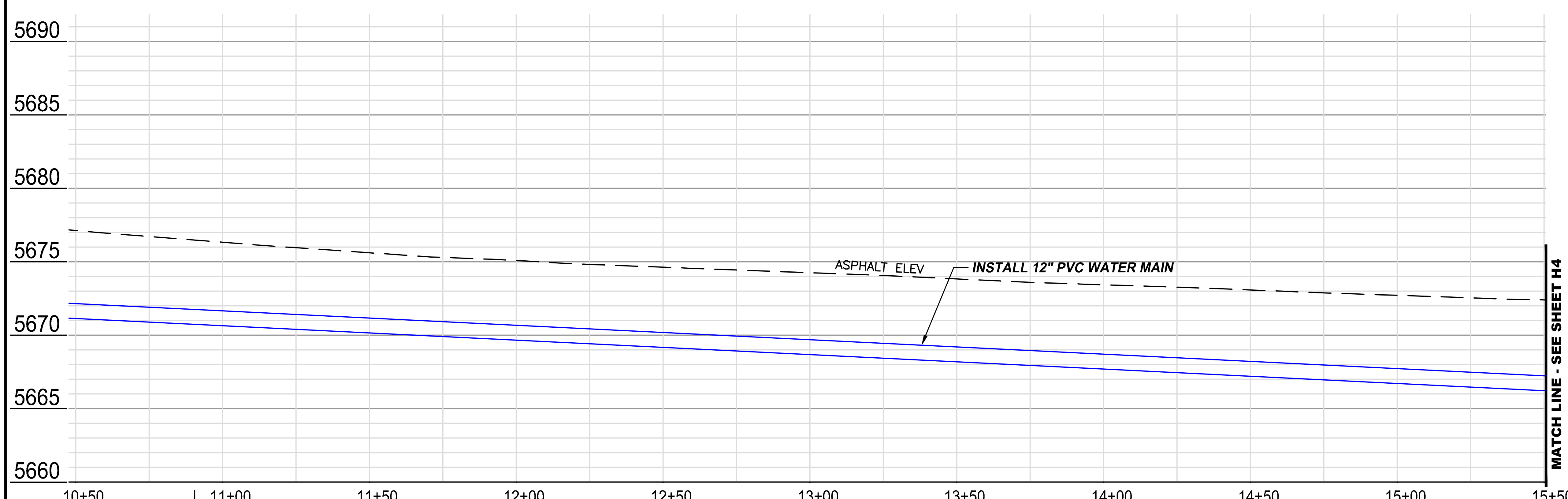
PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
W 82ND AVE
ALKIRE ST TO XENON ST

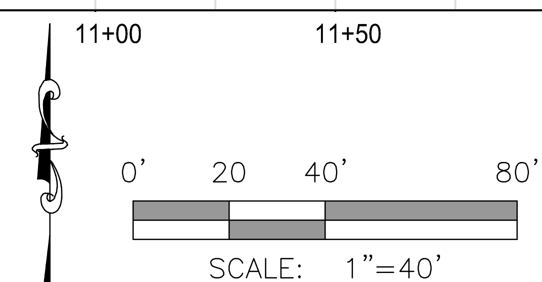
ENGINEER KS
CHECKED BY KS
DESIGN BY RN

SHT **H2**

G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Phase H - Change Order (82nd)\Phase H - Change Order.dwg , Plot Date: 7/18/2025







NOTES:

1. ENSURE PROPER SEPARATION FROM EXISTING UNDERGROUND UTILITIES AS LOCATED IN THE FIELD
2. ABANDON/REMOVE EXISTING VALVE BOXES

APPROVED:

City Engineer | 8/6/25 Date | 24WA01 Job Number

Review is for general compliance with the City of Arvada "Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements", latest edition. Sole responsibility for completeness and/or accuracy of these Documents shall remain with the Registered Professional Engineer sealing these plans. The City does not accept liability for facilities designed by others.

NO.	REVISION	DATE	BY
1	CHANGE ORDER #2 - ADD LOCATION	03/27/25	JV
2			
3			
4			
5			

Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

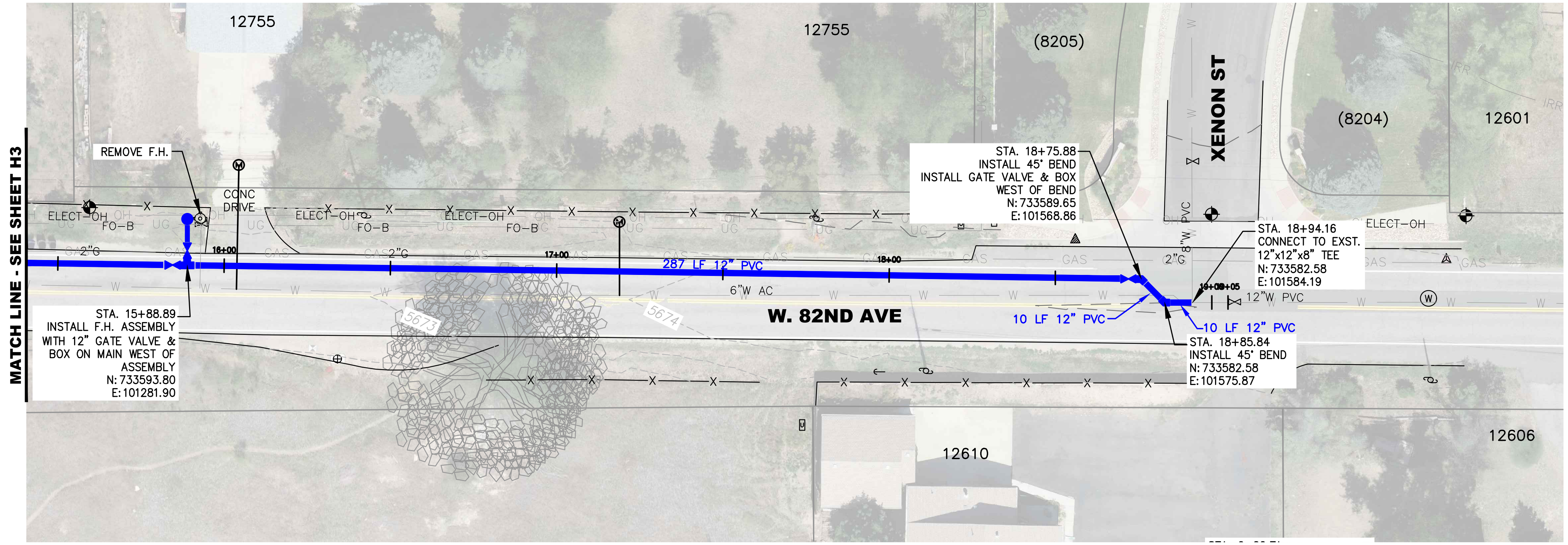
CITY OF ARVADA

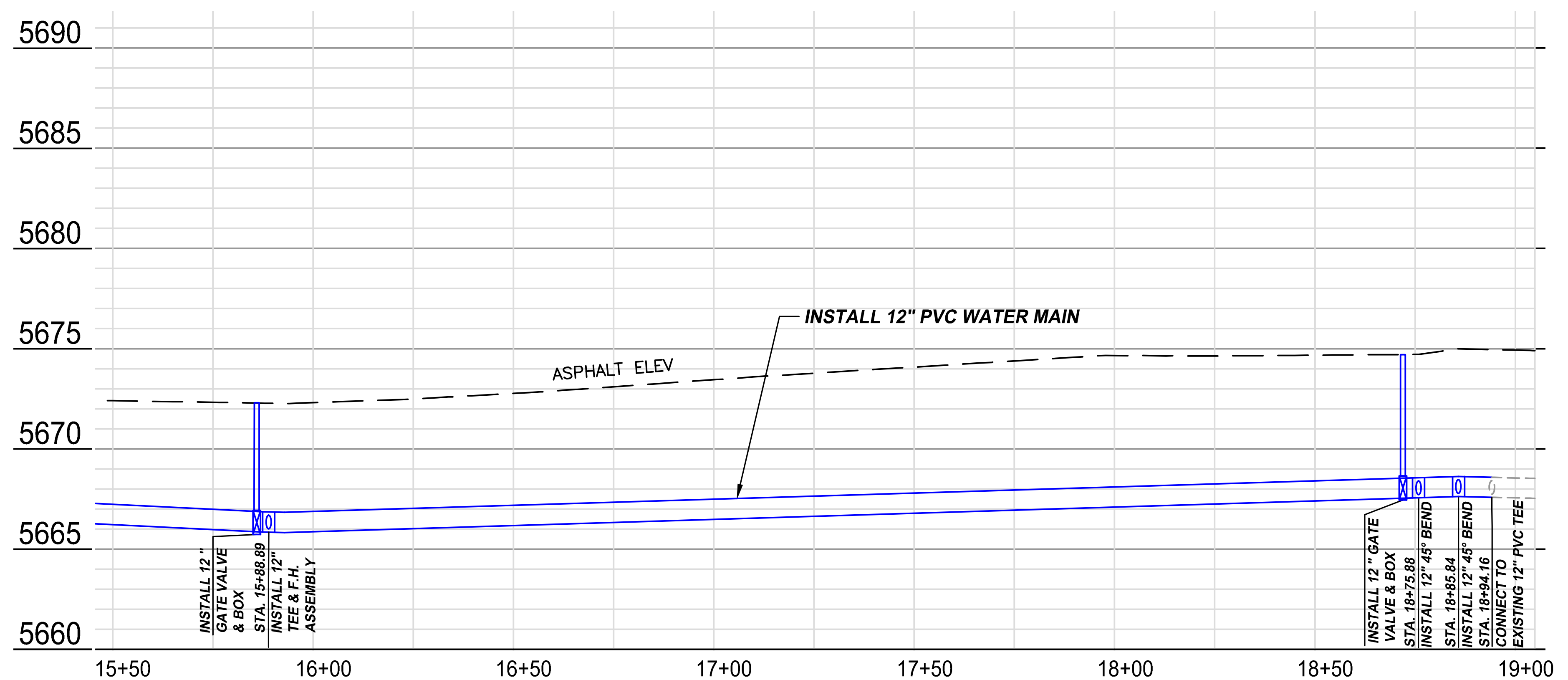
PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
W 82ND AVE
ALKIRE ST TO XENON ST

ENGINEER KS
CHECKED BY KS
DESIGN BY RN

SHT H3

G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Phase H - Change Order (82nd)\Phase H - Change Order.dwg , Plot Date: 7/18/2025





0' 20 40' 80'

SCALE: 1"=40'

NOTES:

1. ENSURE PROPER SEPARATION FROM EXISTING UNDERGROUND UTILITIES AS LOCATED IN THE FIELD
2. ABANDON/REMOVE EXISTING VALVE BOXES

APPROVED:

City Engineer

8/6/25 Date

24WA01 Job Number

Review is for general compliance with the City of Arvada "Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements", latest edition. Sole responsibility for completeness and/or accuracy of these Documents shall remain with the Registered Professional Engineer sealing these plans. The City does not accept liability for facilities designed by others.

NO.	REVISION	DATE	BY
1	CHANGE ORDER #2 - ADD LOCATION	03/27/25	JV
2			
3			
4			
5			

Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

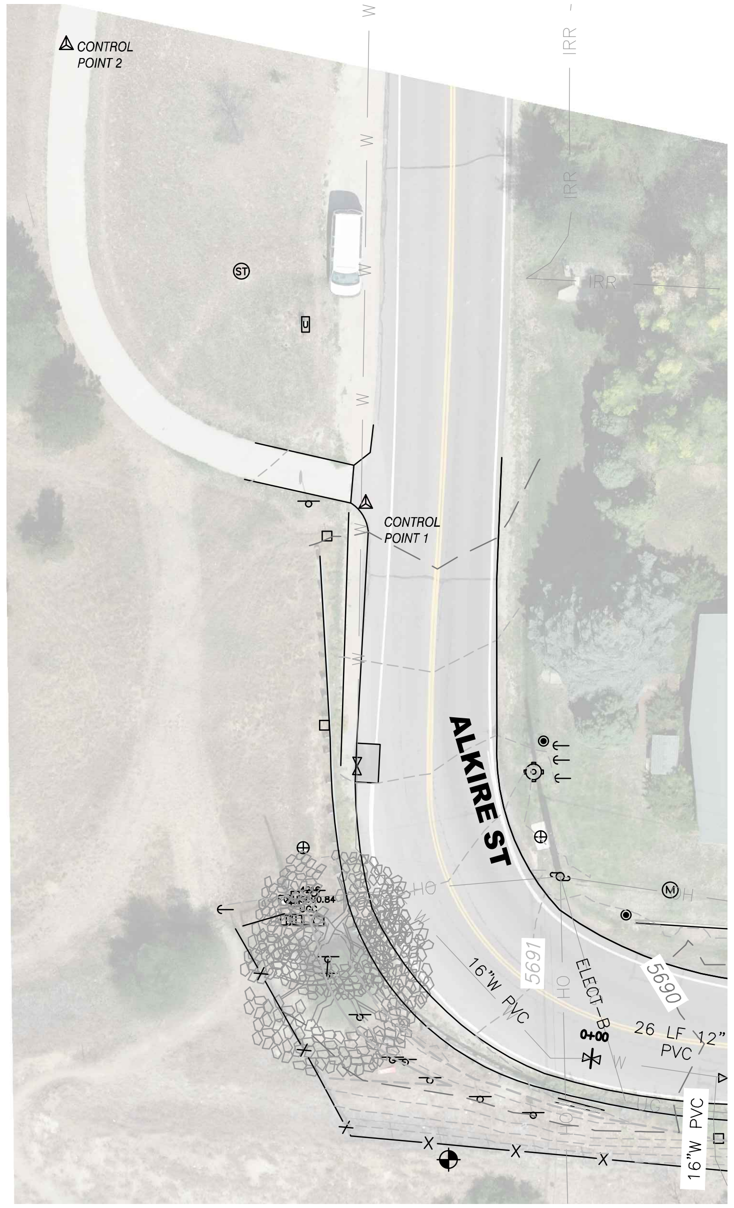
CITY OF ARVADA

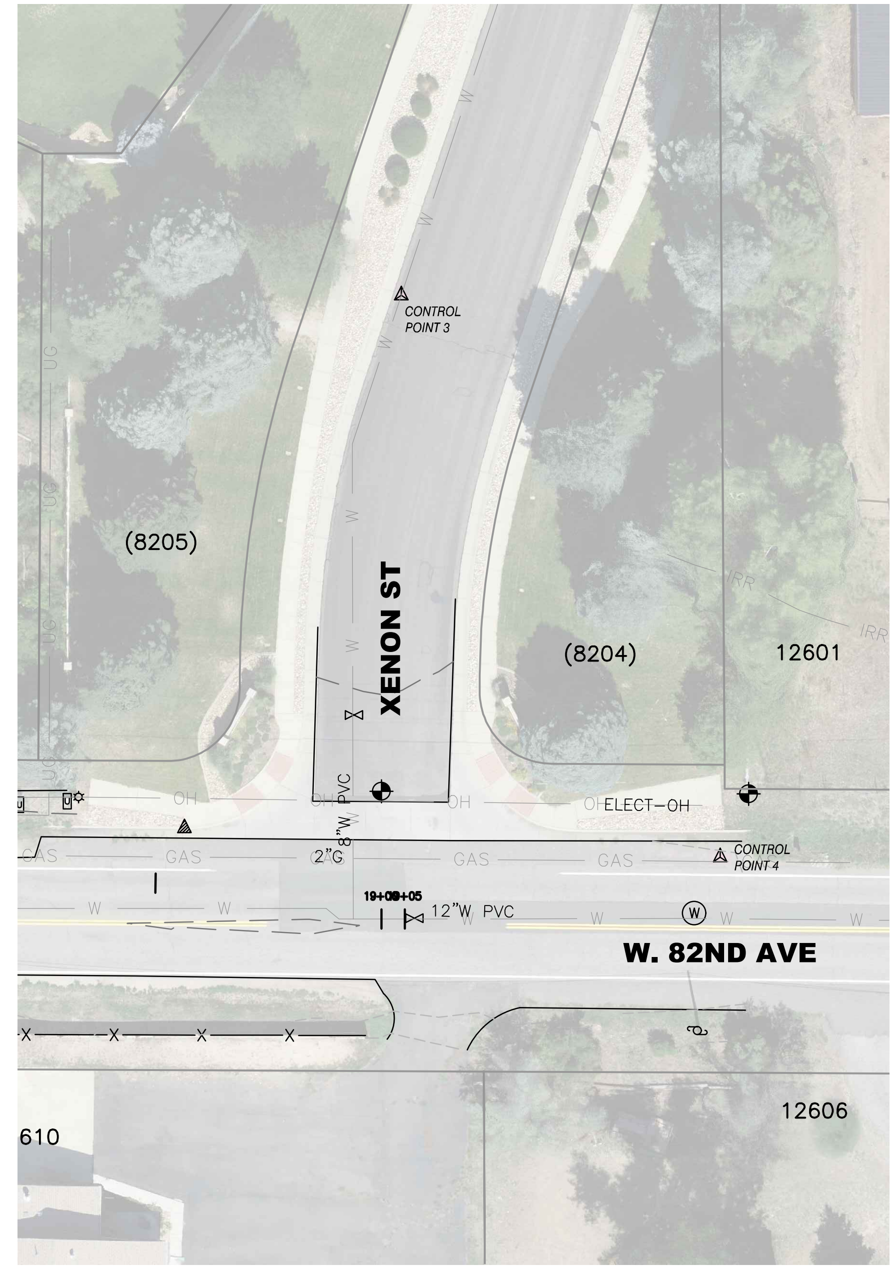
PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
W 82ND AVE
ALKIRE ST TO XENON ST

ENGINEER KS
CHECKED BY KS
DESIGN BY RN

SHT **H4**

G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Phase H – Change Order (82nd)\Phase H – Change Order.dwg , Plot Date: 7/18/2025





Survey Control Points Project Control See Sheet SC1 Project 24-WA-01 Plans NAVD88, Geoid 18 US Ft.				
Point #	Northing	Easting	Elevation	Description
1	733826.18	99657.49	5695.33	CP NAIL
2	733921.74	99595.16	5697.35	CP CROSS
3	733712.48	101594.19	5675.97	CP NAIL
4	733595.46	101660.60	5674.08	CP NAIL

0' 20 40' 80'

SCALE: 1"=40'

NO.	REVISION	DATE	BY
1	CHANGE ORDER #2 - ADD LOCATION	01/06/25	DW/JV
2			
3			
4			
5			

Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

CITY OF ARVADA

PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
W 82ND AVE
ALKIRE ST TO XENON ST
SURVEY CONTROL POINTS

APPROVED:
City Engineer
8/6/25 Date
24WA01 Job Number

Review is for general compliance with the City of Arvada "Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements", latest edition. Sole responsibility for completeness and/or accuracy of these Documents shall remain with the Registered Professional Engineer sealing these plans. The City does not accept liability for facilities designed by others.

ENGINEER KS
CHECKED BY KS
DESIGN BY RN

SHT H5

G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Phase H\Phase H - Change Order (82nd)\Phase H - Change Order.dwg , Plot Date: 7/18/2025

Exhibit M

CHANGE ORDER #2
TO "AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND E-Z EXCAVATING, INC. FOR THE 2024 WATER MAIN REPLACEMENT, PROJECT NO. 24-WA-01, IN AN AMOUNT NOT TO EXCEED $4,662,989.00"

CHANGE ORDER

NO. 16

P.O. Box 1439
Longmont, Colorado 80502

(303) 772-8121
Fax (303) 772-3640

ATTN: Jennifer Ventura
COMPANY: City of Arvada
ADDRESS:

PHONE #:
FAX #:

DATE: 3/4/2025
JOB #: 7760
JOB NAME: 2024 Arvada Water Main Replacement
LOCATION: Arvada

Description of work:
Additional potholes to locate service line for 7775 75th place

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	ITEM COST
1	Potholes for WM search on Lee St.	2	EA	$ 1,000.00	$ 2,000.00
					$ -
				TOTAL:	$ 2,000.00

The Contract Time will be extended by 0.5 days

Firm:
Signature:
Print Name:
Title:
Date:

Contractor: E-Z Excavating, Inc.
Signature: Luis Castillo
Print Name: Luis Castillo
Title: Project Manager
Date: 3/4/2025

CHANGE ORDER

NO. **19**

P.O. Box 1439
Longmont, Colorado 80502

(303) 772-8121
Fax (303) 772-3640

ATTN: Jennifer Ventura
COMPANY: City of Arvada
ADDRESS:

PHONE #:
FAX #:

DATE: 6/2/2025
JOB #: 7760
JOB NAME: 2024 Arvada Water Main Replacement
LOCATION: Arvada

Description of work:
Pothole on 82nd & Alkire for existing WM

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	ITEM COST
1	Potholes for WM search on Lee St.	5	EA	$ 1,000.00	$ 5,000.00
2	Traffic Control	2	DY	$ 1,567.16	$ 3,134.32
				TOTAL:	$ 8,134.32

The Contract Time will be extended by 0.5 days

Firm: City of Arvada
Signature:
Print Name: Katy Smith
Title: Project Manager
Date: 6/13/2025

Contractor: E-Z Excavating, Inc.
Signature: Luis Castillo
Print Name: Luis Castillo
Title: Project Manager
Date: 6/2/2025

CHANGE ORDER

NO. 20

97.76016

P.O. Box 1439
Longmont, Colorado 80502

(303) 772-8121
Fax (303) 772-3640

ATTN:	Jennifer Ventura	**DATE:**	7/18/2025
COMPANY:	City of Arvada	**JOB #:**	7760
ADDRESS:		**JOB NAME:**	2024 Arvada Water Main Replacement
		LOCATION:	Arvada
PHONE #:			
FAX #:			

Description of work:
Sod placement at 7550 Oak Street

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	ITEM COST
1	Laborers (4 @ 4 hrs each)	16	HR	$ 71.50	$ 1,144.00
2	Foreman	3.5	HR	$ 99.00	$ 346.50
3	CAT Skid Loader	1.5	HR	$ 126.50	$ 189.75
4	Sod	55	ROLL	$ 12.50	$ 687.50
				TOTAL:	$ 2,367.75

The Contract Time will be extended by 0.5 days

Firm:	City of Arvada	Contractor:	E-Z Excavating, Inc.
Signature:		Signature:	Luis Castillo
Print Name:	Katy Smith	Print Name:	Luis Castillo
Title:	Project Manager	Title:	Project Manager
Date:	7/22/2025	Date:	7/18/2025

CHANGE ORDER

NO. **21**

97.76014

P.O. Box 1439
Longmont, Colorado 80502

(303) 772-8121
Fax (303) 772-3640

ATTN: Jennifer Ventura
COMPANY: City of Arvada
ADDRESS:

PHONE #:
FAX #:

DATE: 7/28/2025
JOB #: 7760
JOB NAME: 2024 Arvada Water Main Replacement
LOCATION: Arvada

Description of work:
Exposing 36" water main

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	ITEM COST
5/9/2025					
1	CAT 315 Excavator	5	HR	$ 165.00	$ 825.00
2	Laborers (4 @ 5 hrs each)	20	HR	$ 71.50	$ 1,430.00
				TOTAL:	$ 2,255.00

The Contract Time will be extended by 0.5 days

Firm: City of Arvada
Signature:
Print Name: Katy Smith
Title: Project Manager
Date: 7/29/2025

Contractor: E-Z Excavating, Inc.
Signature: Luis Castillo
Print Name: Luis Castillo
Title: Project Manager
Date: 7/28/2025

CHANGE ORDER

NO. 22
97.76013

P.O. Box 1439
Longmont, Colorado 80502

(303) 772-8121
Fax (303) 772-3640

ATTN: Jennifer Ventura
COMPANY: City of Arvada
ADDRESS:

PHONE #:
FAX #:

DATE: 7/28/2025
JOB #: 7760
JOB NAME: 2024 Arvada Water Main Replacement
LOCATION: Arvada

Description of work:
Oak St. Fire hydrant relocation

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	ITEM COST
5/5/2025					
1	Laborers (2 @ 2.5 hrs each)	5	HR	$ 71.50	$ 357.50
5/9/2025					
2	CAT 315 Excavator	4	HR	$ 165.00	$ 660.00
3	John Deere 624 Wheel Loader	4	HR	$ 148.50	$ 594.00
4	Laborers (3 @ 4.5 hrs each)	13.5	HR	$ 71.50	$ 965.25
5/12/2025					
5	CAT 315 Excavator	6	HR	$ 165.00	$ 990.00
6	John Deere 624 Wheel Loader	5	HR	$ 148.50	$ 742.50
7	Laborers (3 @ 6 hrs each)	18	HR	$ 71.50	$ 1,287.00
				TOTAL:	$ 5,596.25

The Contract Time will be extended by 2.5 days

Firm: City of Arvada
Signature:
Print Name: Katy Smith
Title: Project Manager
Date: 7/29/2025

Contractor: E-Z Excavating, Inc.
Signature: Luis Castillo
Print Name: Luis Castillo
Title: Project Manager
Date: 7/28/2025

CHANGE ORDER

NO. 23
97.76017

P.O. Box 1439
Longmont, Colorado 80502

(303) 772-8121
Fax (303) 772-3640

ATTN: Jennifer Ventura
COMPANY: City of Arvada
ADDRESS:

PHONE #:
FAX #:

DATE: 7/28/2025
JOB #: 7760
JOB NAME: 2024 Arvada Water Main Replacement
LOCATION: Arvada

Description of work:
Abandon 3" Gate Valve per City

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	ITEM COST
6/30/2025					
1	CAT 325 Excavator	4.5	HR	$ 203.50	$ 915.75
2	John Deere 624 Wheel Loader	4.5	HR	$ 148.50	$ 668.25
3	Laborers (3 @ 5.5 hrs each)	16.5	HR	$ 71.50	$ 1,179.75
				TOTAL:	$ 2,763.75

The Contract Time will be extended by 1 days

Firm: City of Arvada
Signature:
Print Name: Katy Smith
Title: Project Manager
Date: 7/29/2025

Contractor: E-Z Excavating, Inc.
Signature: Luis Castillo
Print Name: Luis Castillo
Title: Project Manager
Date: 7/28/2025

CHANGE ORDER

NO. **24**
97.76018

P.O. Box 1439
Longmont, Colorado 80502

(303) 772-8121
Fax (303) 772-3640

ATTN: Jennifer Ventura
COMPANY: City of Arvada
ADDRESS:

PHONE #:
FAX #:

DATE: 7/28/2025
JOB #: 7760
JOB NAME: 2024 Arvada Water Main Replacement
LOCATION: Arvada

Description of work:
Remove & Replace Curb & Gutter and Sidewalk per city

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	ITEM COST
7/9/2025					
1	CAT 236 Skid Loader	2	HR	$ 126.50	$ 253.00
2	CAT 308 Excavator	2	HR	$ 159.50	$ 319.00
3	Concrete Sub Pour	1	LS	$ 3,784.00	$ 3,784.00
				TOTAL:	$ 4,356.00

The Contract Time will be extended by 1 days

Firm: City of Arvada
Signature:
Print Name: Katy Smith
Title: Project Manager
Date: 7/29/2025

Contractor: E-Z Excavating, Inc.
Signature: *Luis Castillo*
Print Name: Luis Castillo
Title: Project Manager
Date: 7/28/2025

CHANGE ORDER

NO. 25
97.76019

E-Z EXCAVATING

P.O. Box 1439
Longmont, Colorado 80502

(303) 772-8121
Fax (303) 772-3640

ATTN: Jennifer Ventura
COMPANY: City of Arvada
ADDRESS:

PHONE #:
FAX #:

DATE: 7/28/2025
JOB #: 7760
JOB NAME: 2024 Arvada Water Main Replacement
LOCATION: Arvada

Description of work:
4" Pipe Repair

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	ITEM COST
7/10/2025					
1	CAT 315 Excavator	4	HR	$ 165.00	$ 660.00
2	John Deere 624 Wheel Loader	4	HR	$ 148.50	$ 594.00
3	Laborers (3 @ 5 hrs each)	15	HR	$ 71.50	$ 1,072.50
				TOTAL:	$ 2,326.50

The Contract Time will be extended by 1 days

Firm: City of Arvada
Signature:
Print Name: Katy Smith
Title: Project Manager
Date: 7/29/2025

Contractor: E-Z Excavating, Inc.
Signature: Luis Castillo
Print Name: Luis Castillo
Title: Project Manager
Date: 7/28/2025

CHANGE ORDER

NO. 27

P.O. Box 1439
Longmont, Colorado 80502

(303) 772-8121
Fax (303) 772-3640

ATTN: Jennifer Ventura
COMPANY: City of Arvada
ADDRESS:

PHONE #:
FAX #:

DATE: 7/30/2025
JOB #: 7760
JOB NAME: 2024 Arvada Water Main Replacement
LOCATION: Arvada

Description of work:
Pothole on 82nd & Alkire for existing round 2

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	ITEM COST
1	Potholes for WM search on Lee St.	5	EA	$ 1,000.00	$ 5,000.00
2	Traffic Control	2	DY	$ 1,567.16	$ 3,134.32
				TOTAL:	$ 8,134.32

The Contract Time will be extended by 0.5 days

Firm: City of Arvada
Signature:
Print Name: Katy Smith
Title: Project Manager
Date: 8/1/2025

Contractor: E-Z Excavating, Inc.
Signature: Luis Castillo
Print Name: Luis Castillo
Title: Project Manager
Date: 7/30/2025

REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM 8.B.1.

TO: THE HONORABLE CITY COUNCIL   DATE: September 2, 2025

SUBJECT: R25-074, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Alexa Visscher Appointing Her as a Municipal Court Relief Judge for 2025 (Presenter: Kathryn Kurtz, Presiding Judge)

Report in Brief

PRESENTER: Presiding Municipal Court Judge Kathryn Kurtz

Arvada City Code Section (ACC) 58-74 provides for the City Council to appoint relief municipal court judges to substitute for the presiding judge as needed. ACC Section 58-79 further provides that relief judges will be appointed pursuant to the terms of an annual employment agreement. This resolution authorizes the appointment of Alexa Visscher under the terms of the attached employment agreement.

The Arvada team recommends that the City Council approve R25-074, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Alexa Visscher Appointing Her as a Municipal Court Relief Judge for 2025.

Following approval of the resolution, there will be a swearing-in of the relief judge.

Financial Impact

This resolution has no new fiscal impact. Relief judges are funded by existing municipal court accounts.

Background

Relief judges substitute for the presiding judge as necessary. Each relief judge serves under the terms of an employment agreement in accordance with ACC 58-79.

Discussion

Relief judges allow the presiding judge to attend to other duties as required, while maintaining an appropriate flow of cases through the municipal court docket.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The City Council's appointment of relief judges aligns with the Safe Community Priority Area of the City Council Strategic Plan goals by ensuring an efficient flow of cases through the municipal court system.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R25-074, a Resolution Authorizing an Employment Agreement Between the City of Arvada and Alexa Visscher Appointing Her as a Municipal Court Relief Judge for 2025.

Suggested Motion:

I move that R25-074, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Alexa Visscher Appointing Her as a Municipal Court Relief Judge for 2025, be (approved) (rejected).

Prepared by:
Padraic Emerine, Assistant City Attorney I

Reviewed by:

Approved by:

Alyssa Gleinn, Legal Specialist-Prosecution	07/22/2025
Kathryn Kurtz, Municipal Judge	08/13/2025
Rachel Morris, City Attorney	08/20/2025
Don Wick, City Manager	08/21/2025

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R25-074

A RESOLUTION AUTHORIZING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF ARVADA AND ALEXA VISSCHER APPOINTING HER AS A MUNICIPAL COURT RELIEF JUDGE FOR 2025

WHEREAS, under Section 58-74 of the Arvada City Code, the City Council may appoint relief judges to substitute for the presiding judge; and

WHEREAS, under Section 58-79 of the Arvada City Code, each such Relief Municipal Court Judge shall be appointed by City Council pursuant to an annual employment agreement; and

WHEREAS, the City Council wishes to appoint Alexa Visscher as a relief judge for the municipal court, and Alexa Visscher has agreed to serve as a relief judge.

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

Section 1. The Mayor or the Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, an Employment Agreement between the City of Arvada and Alexa Visscher Appointing Her as a Municipal Court Relief Judge for 2025. The Agreement is in substantially the same form as that attached hereto.

Section 2. This resolution shall in no way restrict the authority of the City Council to terminate this employment agreement or prohibit Alexa Visscher from voluntarily resigning at any time.

Section 3. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 2nd day of September, 2025.

____

Lauren Simpson, Mayor

ATTEST:

____

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: ________________________________

AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF ARVADA AND ALEXA VISSCHER APPOINTING HER AS A MUNICIPAL COURT RELIEF JUDGE FOR 2025

THIS AGREEMENT is made and entered into this ____ day of ____________, 2025, between the City of Arvada, Colorado, a municipal corporation (“City"), and Alexa Visscher, Colorado Attorney Registration #54409 ("Contract Employee"), both of whom understand as follows:

WHEREAS, The City has appointed Kathryn Kurtz as presiding municipal judge of the City of Arvada, as provided in Section 8.2 of the Arvada Home Rule Charter and Section 58-72 of the Arvada City Code for the City of Arvada; and

WHEREAS, under Section 58-74 of the Arvada City Code, the city council may appoint relief judges to substitute for the presiding judge from time to time; and

WHEREAS, the city council wishes to appoint Alexa Visscher as a municipal court relief judge, and Alexa Visscher wishes to serve in that capacity.

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

1.0 DUTIES. The city council appoints, and Contract Employee accepts appointment, as a municipal court relief judge for the City of Arvada. The city council authorizes the Contract Employee to perform and the Contract Employee agrees to perform the functions and duties specified in Section 8.2 of the Home Rule Charter of the City of Arvada; C.R.S. § 13-10-101, *et seq.,* as amended; and in Chapter 58 of the Arvada City Code, as amended, and to perform such other legal and proper duties and functions as the city council shall from time to time assign.

2.0 TERM.

2.1 The term of this Agreement shall commence upon its full execution by City and Contract Employee, and shall end when this Agreement is either not renewed by action of the City Council prior to the last calendar day of 2025, or when Contract Employee is terminated or resigns, whichever occurs first.

2.2 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of the Contract Employee at any time.

3.0 COMPENSATION. The City agrees to pay Contract Employee for services rendered as a municipal court relief judge at a rate of $100.00 per hour worked, to be paid at the same time as are other employees of the City. Contract Employee shall be paid a minimum of two hours for presiding over any video advisement session, regardless of such session’s actual duration. Contract Employee shall not receive any benefits in addition to this monetary sum.

4.0 COLORADO CODE OF JUDICIAL CONDUCT. Contract Employee shall comply with the Colorado Code of Judicial Conduct. In addition, and in order to maintain the integrity and independence of the judiciary in Arvada, Contract Employee shall refrain from engaging in any political activity except on behalf of measures to improve the law, the legal system, the administration of justice, registering to vote, or voting. All other local or municipal political activity is expressly prohibited. City council may impose discipline on Contract Employee for conduct city council deems in violation of the Code of Judicial Conduct, or otherwise as city council sees fit.

5.0 HOURS OF WORK. The hours of work are generally between 8:00 a.m. through 5:00 p.m. Monday through Friday (lunch hours excepted) on an as-needed basis, and as agreed upon by the Contract Employee and the municipal court administrator or designee thereof. Both parties acknowledge that on days with a light docket, Contract Employee may not be required to work a full day. Both parties acknowledge that occasional after hours work may be required.

6.0 EVALUATION OF JOB PERFORMANCE. The city council may evaluate Contract Employee at any time.

7.0 GENERAL PROVISIONS.

7.0 The parties agree, except as specifically provided herein, that Contract Employee is not an employee of the City of Arvada, and nothing herein shall be deemed to have vested such status upon Contract Employee.

7.1 Contract Employee is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by Contract Employee.

7.2 This Agreement contains the complete understanding of the parties hereto and may not be amended, supplemented, or varied except by instrument in writing, and may not be assigned or transferred without the written consent of city council.

7.3 This Agreement, upon execution, shall be binding upon the parties, their heirs, successors, and assigns, as the case may be.

7.4 If any provision or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

7.5 Nothing herein shall be deemed a promise of continued appointment, or to have created a right in or to such future appointment.

IN WITNESS WHEREOF, the City of Arvada, Colorado, has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and the Contract Employee has signed and executed this Agreement as of the date set forth above.

CITY OF ARVADA, a Colorado home rule municipal corporation

____

Lauren Simpson, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

____

City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney

By: ______________________________

CONTRACT EMPLOYEE

____

Alexa Visscher
54409
8466 Rogers Loop
Arvada, CO 80007

CITY OF ARVADA

REPORT TO CITY COUNCIL	AGENDA ITEM 8.B.1.A.

TO: THE HONORABLE CITY COUNCIL DATE: September 2, 2025

SUBJECT: Swearing-in of Alexa Visscher

Report in Brief

Kathryn Kurtz, Presiding Jiudge, will swear in Alexa Vischer.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:
Toni Riebschlager, Law Office Administrator
Megan McCall, Assistant City Attorney II

Approved by:

Rachel Morris, City Attorney
Linda Haley, Deputy City Manager
Don Wick, City Manager

Enclosure, exhibits & attachments required to support the report

CITY OF ARVADA

REPORT TO CITY COUNCIL PUBLIC HEARING	AGENDA ITEM 10.A.

TO: THE HONORABLE CITY COUNCIL DATE: September 2, 2025

SUBJECT: R25-075, A Resolution Approving the Proposed Service Plan for the Howard Ranch Metropolitan District (Presenters: Megan McCall/Rob Smetana/Bryan Archer)

Report in Brief

(PRESENTERS: Megan McCall/Rob Smetana/Bryan Archer

The purpose of this agenda item is to consider the proposed Service Plan for the Howard Ranch Metropolitan District. A Service Plan has been reviewed by staff and changes made by the applicant related to that review. The proposed Service Plan was prepared in accordance with Chapter 91 of the Arvada City Code and the Model Service Plan. A copy of the proposed Service Plan is attached.

A District is an independent unit of local government, separate and distinct from the City, and except as may otherwise be provided for by State or local law or its Service Plan, its activities are subject to review by the City only insofar as they may deviate in a material manner from the requirements of its Service Plan. It is intended that a District will provide part or all of the public improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The City's objective in approving the Service Plan for the Districts is (among other things) to ensure that the cost burden of infrastructure in newly developed areas is placed upon those benefitting from such infrastructure improvements and to authorize the Districts 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 Districts.

The City team recommends approval of R25-075, A Resolution Approving the Proposed Service Plan for the Howard Ranch Metropolitan District.

Financial Impact

If the City Council approves the service plan, then the City would receive revenue from the Arvada Regional Improvement mill levy.

Background

The property was annexed into the City of Arvada in 1978 as part of the 61.35-acre W 64th Ave and Indiana Annexation. The majority of the property was developed into the Wildflower Ponds subdivision in 1993 and 1994. The 13.11-acre Howard property remained as a single parcel on the west side of the Croke Canal.

The Howard property was rezoned from RA (Residential, Agriculture) to R6 (Residential, 6 units/acre maximum) on August 15, 2022. The Site Plan and Minor Plat were approved by the Director on August 2, 2024.

The development proposes 22 single-unit detached homes, 20 duplex units, and 12 cottage units for a total of 54 residential units at build-out.

Discussion

Section 91-2 of the Arvada Municipal Code establishes the following legislative declaration:

(a) The city council recognizes that the general assembly has adopted legislation for the organization of title 32 districts to facilitate the elimination of the overlapping of services provided by local governments and the double taxation that may occur because of annexation or otherwise when all of the taxable property of a title 32 district lies within the boundaries of the city.

(b) The city council declares that the primary purpose of title 32 districts within the city shall be to fund the local and regional public improvements and facilities necessary for the development of private property. Title 32 districts may provide for the continued operation and maintenance of such improvements and facilities only as provided in their respective approved service plans and intergovernmental agreements with the city.

(c) The city council, in furtherance of the best interests of the city and the preservation and protection of the health, safety, prosperity, security, and general welfare of city residents declares its intent to:

(1) Prevent the activities of title 32 districts from impacting the city's ability to provide core services;
(2) Ensure that the cost burden of infrastructure in newly developed areas is placed upon those benefiting from such infrastructure improvements;
(3) Prevent the shifting of development risk to non-developers;
(4) Minimize the likelihood of excessive tax and fee burdens upon city residents located within title 32 districts;
(5) Require facilities and services to be provided efficiently;
(6) Prevent the shifting of costs of title 32 districts to residents of the city who do not live within the geographic boundaries of a title 32 district; and
(7) Permit the use of title 32 districts to serve only those residential, commercial, or industrial developments that will enhance the quality of the entire community.

(d) The city council further declares that it recognizes that the formation of title 32 districts requires the city council to adopt procedures for the orderly processing of proposals for the organization of these districts in order to protect the health, safety, prosperity, security, and general welfare of city residents.

Public Contact

Notification of the Public Hearing was published August 7, 2025, as part of the Notice to the Public, (Section 91-30 of the Arvada City Code), regarding the availability of the Service Plan for public review and examination.

Commission Recommendation

N/A

Strategic Alignment

The project is consistent with the City Council Strategic Plan principles for the Community and Economic Development work system.

Alternative Courses of Action

N/A

Recommendation for Action

The City team recommends that R25-075, A Resolution Approving the Proposed Service Plan for the Howard Ranch Metropolitan District, be approved subject to the recommended conditions of approval shown below:

1. The district shall comply with subsection 91-21(i) of the City Code regarding transparency requirements.

2. The sign notifying prospective purchasers that the property is located within a metropolitan district described in Article XI of the service plan be a minimum of two feet by four feet in size and located at the northern intersection of Howell Street and W 61st Circle.

Suggested Motion:

I move that R25-075, A Resolution Approving the Proposed Service Plan for the Howard Ranch Metropolitan District, be (approved) (rejected) subject to the following recommended conditions of approval:

1. The district shall comply with subsection 91-21(i) of the City Code regarding transparency requirements.
2. The sign notifying prospective purchasers that the property is located within a metropolitan district described in Article XI of the service plan be a minimum of two feet by four feet in size and located at the northern intersection of Howell Street and W 61st Circle.

Prepared by:
Heidi Van Gieson, Administrative Specialist

Reviewed by:

Approved by:

Josie Suk, Development Systems and Administrative Manager	08/11/2025
Rob Smetana, Planning Manager	08/12/2025
Jessica Garner, Director of Community and Economic Development	08/13/2025
Bryan Archer, Chief Financial Officer	08/14/2025
Gail Walker, Legal Specialist-Contracts	08/15/2025
Megan McCall, Assistant City Attorney II	08/21/2025
Rachel Morris, City Attorney	08/21/2025
Linda Haley, Deputy City Manager	08/22/2025
Don Wick, City Manager	08/22/2025

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R25-075

A RESOLUTION APPROVING THE PROPOSED SERVICE PLAN FOR THE HOWARD RANCH METROPOLITAN DISTRICT

WHEREAS, the City of Arvada, Colorado ("City") is a home rule municipality, organized and existing under Article XX, Section 6 of the Colorado Constitution; and

WHEREAS, pursuant to Article III of Chapter 91 of the Arvada City Code, a duly noticed public hearing was held on September 2, 2025 before the City Council to consider a proposed Service Plan for the Howard Ranch Metropolitan District; and

WHEREAS, at such hearing, interested parties, as defined in Section 32-1-204, C.R.S., were afforded an opportunity to address City Council and evidence was presented, and considered by City Council, as to the relevant criteria concerning service plans as set forth in Sections 32-1-203, 32-1-204, and 32-1-204.5, C.R.S., as applicable, and Chapter 91 of the Arvada City Code; and

WHEREAS, City Council finds that such evidence established compliance with that criteria.

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

Section 1. City Council does hereby determine that all of the applicable requirements of Title 32, Article 1, Part 2, C.R.S. and all of the requirements of Chapter 91 of the Arvada City Code relating to the filing and review of a Service Plan for the proposed Howard Ranch Metropolitan District have been fulfilled and that the City Council has jurisdiction in this matter.

Section 2. City Council does hereby find and determine:

(a) There is sufficient existing and projected need for organized service in the area to be served 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) Adequate service is not, and will not, be available to the area through the City, county, or other existing municipal or quasi-municipal corporations, including existing title 32 districts, within a reasonable time or on a comparable basis.

(d) The proposed District is capable of providing economical and sufficient service to the area within its proposed boundaries.

(e) 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.

(f) The proposed District shall be expressly permitted to plan, design, acquire, construct, install, relocate, and redevelop public improvements as set forth in its Service Plan from the proceeds of debt to be issued by the District for the benefit of the inhabitants within the District's boundaries.

Section 3. The Service Plan for the Howard Ranch Metropolitan District is hereby unconditionally approved.

Section 4. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 2nd day of September, 2025.

____
Lauren Simpson, Mayor

ATTEST:

____
City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney

By: ________________________________

City of Arvada Community Development Department
PUBLIC HEARING STAFF REPORT

Howard Ranch Metropolitan District
DA2024-0089

NATURE OF REQUEST

Howard Ranch Developers, LLC is requesting approval of a service plan for a proposed metropolitan district for the proposed 13.11 acre Howard Ranch development. The subject property is located south of the W 64th Avenue and W 63rd Place intersection and is planned for 54 single-unit, duplex and cottage residential units.

City Council has recognized that "the general assembly has adopted legislation for the organization of title 32 districts to facilitate the elimination of the overlapping of services provided by local governments and the double taxation that may occur because of annexation or otherwise when all of the taxable property of a title 32 district lies within the boundaries of the City." As such, the City has adopted an Ordinance establishing Chapter 91 of the City Code which governs the creation of Special Districts in Arvada. A District is an independent unit of local government, separate and distinct from the City, and except as may otherwise be provided for by State or local law or its 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 its Service Plan. It is intended that a 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 City's objective in approving the Service Plan for the Districts is (among other things) to ensure that the cost burden of infrastructure in newly developed areas is placed upon those benefitting from such infrastructure improvements and 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 Districts. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term and at a tax mill levy no higher than the Maximum Debt Mill Levy, and/or repaid by Fees assessed for regional costs as limited by Section 91 of the City Code.

DISTRICT TERMS

The Applicant is requesting the following terms for this district:

1. Debt Term Length 40 Years
2. Total Debt $3,600,000
3. Debt Mill Levy 50 mills
4. Initial Setup $100,000
5. Annual Operations $75,000
6. Operating Mill Levy 10 mills
7. Arvada Regional Improvements Mill Levy: 1 mill beginning in the first year of imposition of a debt service mill levy then 5 mills beginning in the 21st year after the ARI mill levy is imposed through the date of repayment of the District's issued Debt; and then for an additional 10 years a mill levy in an amount equal to the average debt service mill levy imposed by the District in the 10 years prior to the repayment of the Debt.

BACKGROUND, ZONING AND LAND USE

Based on an analysis of readily available information, the site has been used for agricultural and residential purposes in the past but has otherwise remained undeveloped with the exception of one home.

The property was annexed into the City of Arvada in 1978 as part of the 61.35-acre W 64th Ave and Indiana Annexation. The majority of the property was developed into the Wildflower Ponds subdivision in 1993 and 1994. The 13.11-acre Howard property remained as a single parcel on the west side of the Croke Canal.

The Howard property was rezoned from RA (Residential, Agriculture) to R6 (Residential, 6 units/acre maximum) on August 15, 2022.

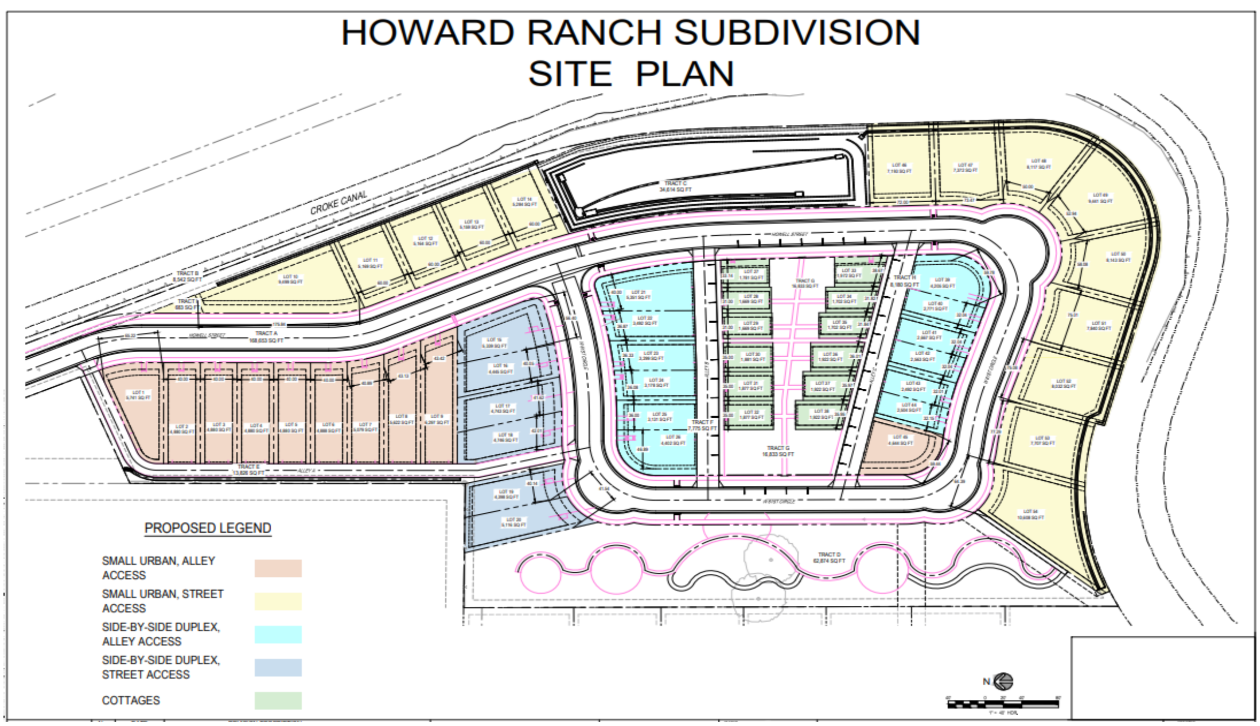
The development proposes 22 single unit detached units, 20 duplex units, and 12 cottage units for a total of 54 residential units at build out.

Needed Public Improvements

The district will be authorized to provide the Public Improvements set forth in its Service Plan which pursuant to the development approvals include paying for the construction of Howell Street and W 61st Circle within the subdivision, as well as installation of public utilities.

The district will also provide for an Arvada Regional Improvement mill levy, as described in Section 91-5 of the Municipal Code.

Excerpt from Howard Ranch Site Plan:



LEGISLATIVE DECLARATION
Section 91-2 of the Arvada Municipal Code establishes the following legislative declaration:

(a) The city council recognizes that the general assembly has adopted legislation for the organization of title 32 districts to facilitate the elimination of the overlapping of services provided by local governments and the double taxation that may occur because of annexation or otherwise when all of the taxable property of a title 32 district lies within the boundaries of the city.

(b) The city council declares that the primary purpose of title 32 districts within the city shall be to fund the local and regional public improvements and facilities necessary for the development of private property. Title 32 districts may provide for the continued operation and maintenance of such improvements and facilities only as provided in their respective approved service plans and intergovernmental agreements with the city.

(c) The city council, in furtherance of the best interests of the city and the preservation and protection of the health, safety, prosperity, security, and general welfare of city residents declares its intent to:

  (1) Prevent the activities of title 32 districts from impacting the city's ability to provide core services;
  (2) Ensure that the cost burden of infrastructure in newly developed areas is placed upon those benefiting from such infrastructure improvements;
  (3) Prevent the shifting of development risk to non-developers;
  (4) Minimize the likelihood of excessive tax and fee burdens upon city residents located within title 32 districts;
  (5) Require facilities and services to be provided efficiently;
  (6) Prevent the shifting of costs of title 32 districts to residents of the city who do not live within the geographic boundaries of a title 32 district; and
  (7) Permit the use of title 32 districts to serve only those residential, commercial, or industrial developments that will enhance the quality of the entire community.

(d) The city council further declares that it recognizes that the formation of title 32 districts requires the city council to adopt procedures for the orderly processing of proposals for the organization of these districts in order to protect the health, safety, prosperity, security, and general welfare of city residents.

DISTRICT PROPOSAL
The proposed Howard Ranch service plan states the following:

- The proposed district totals approximately 13.11 acres and is generally located south of the W 64th Avenue and W 63rd Place intersection.

- The purpose of the district is to undertake planning and development of organized service for the Howard Ranch development consisting of 54 residential units along with open space, parks, and trails; to ensure construction and financing of public infrastructure, including improvements related to streets, stormwater management systems, other utilities, and common area landscaping; and to provide a financial contribution to the Arvada Regional Improvement as specified below.

- All debt is expected to be repaid by taxes and fees. As the primary purpose of the district is to provide public improvements within the district boundaries, the improvements will be financed in part through developer advances or a series of tax-exempt bonds, with a term not to exceed 40 years, issued in a total amount not to exceed three million six hundred thousand dollars ($3,6000,000), and with a maximum debt service mill levy of 50 mills, except for the portion of debt that is equal to or less than 50% of the District's assessed valuation where an unlimited debt service mill levy may be imposed.

- The District Service Plan also includes an operation and maintenance mill levy of 10 mills for ongoing operation and maintenance costs. The District's first year's operating budget is estimated to be $100,000.

- An Arvada Regional Improvement mill levy that will be 1 mill from 2029 to 2048, 5 mills from 2049 to 2058, and 50 mills from 2059 to 2068. The Arvada Regional Improvement is estimated to generate $5,997,904.

- Owners and homebuilders within the District are anticipated to provide written to notice and disclosures regarding the District to all purchasers of property within the District pursuant to state law, section 38-35.7-110, C.R.S. The District will record a separate notice against all property located within the notice in a form attached as Exhibit E to the service plan. The District also anticipates installing a sign within the District boundaries notifying prospective purchasers that the property is located within a metropolitan district and providing information regarding the District's website.

SERVICE PLAN ANALYSIS

The costs associated with development of the Howard Ranch project will be incurred by the Developers and may be passed on to the future residents as need be, regardless of whether or not a district is created.

ACTION BY THE CITY COUNCIL

Section 91-32 of the City Code provides guidance for action by City Council as follows:

(a) *Generally.* Upon its review of the report presented by the department, the proposed service plan, and any evidence presented at the public hearing, the city council may:

(1) Approve without condition or modification the proposed service plan;
(2) Disapprove the proposed service plan; or
(3) Conditionally approve the proposed service plan subject to the submission of additional information relating to, or the modification of, the proposed service plan or by agreement with the proponents of the proposed service plan.

(b) *Mandatory disapproval.* The city council shall disapprove the proposed service plan unless evidence satisfactory to the city council of each of the following is presented:

(1) There is sufficient existing and projected need for organized service in the area to be serviced by the proposed title 32 district;
(2) The existing service in the area to be served by the proposed title 32 district is inadequate for present and projected needs;
(3) The proposed title 32 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 proposed title 32 district has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

(c) *Discretionary disapproval.* The city council may disapprove the proposed service plan if evidence satisfactory to the city council of any one or more of the following, at the discretion of such council, is not presented:

(1) Adequate service is not, or will not be, available to the area through the city, county, or other existing municipal or quasi-municipal corporations, including existing title 32 districts, within a reasonable time and on a comparable basis;
(2) The facility and service standards of the proposed title 32 district are compatible with the facility and service standards of the city;
(3) The proposed service plan is in substantial compliance with the comprehensive plan of the city as adopted pursuant to the code;
(4) The proposed service plan is in compliance with any duly adopted city, regional, or state long-range water quality management plan for the area;
(5) The creation of the proposed title 32 district will be in the best interests of the area proposed to be served; or
(6) The creation of the proposed title 32 district will be in the best interests of the city.

(d) *Conditional approval.* The city council may conditionally approve the proposed service plan upon satisfactory evidence that it does not comply with one or more criteria enumerated in subsection (b) of this section. Final approval shall be contingent upon modification of the proposed service plan to include such changes or additional information as shall be specifically stated in the findings of the city council.

(e) *Exclusion.* The city council may exclude territory from a proposed title 32 district prior to approval of the proposed service plan. The petitioner shall have the burden of proving that the exclusion of such property is not in the best interests of the proposed title 32 district. Any person owning property in the proposed title 32 district who requests his or her property be excluded from such district prior to the approval of the proposed service plan shall submit such request to the city council no later than ten days prior to the hearing held under section 91-31. However, the city council shall not be limited in its action with respect to exclusion of territory based upon such request. Any request for exclusion shall be acted upon before final action of the city council.

(f) *Basis of decision.* The findings of the city council shall be based solely upon the proposed service plan, the report presented by the department, reports of the city's counsel and consultants, and any evidence presented at the hearing by the petitioners, city officials, and interested parties.

CONCLUSION

The applicant is proposing to be reimbursed for infrastructure improvements which are associated with the proposed Howard Ranch development. With the recommended conditions of approval, the proposed district does meet the criteria established by City Council and as specified in the Arvada City Code and its creation is in the best interests of the City and the existing and future residents thereof. As such, staff recommends approval of the proposed Howard Ranch Metropolitan District service plan.

Should City Council desire to approve the proposed Howard Ranch Metropolitan District service plan, the approval should be based on the attached resolution for approval along with the recommended conditions of approval noted below.

Recommended conditions of approval:

1. The district shall comply with subsection 91-21(i) of the City Code regarding transparency requirements.
2. The sign notifying prospective purchasers that the property is located within a metropolitan district described in Article XI of the service plan be a minimum of two feet by four feet in size and located at the northern intersection of Howell Street and W 61st Circle.

SERVICE PLAN

FOR

HOWARD RANCH METROPOLITAN DISTRICT

CITY OF ARVADA, COLORADO

Prepared

by

Cockrel Ela Glesne Greher & Ruhland, P.C.
44 Cook Street, Suite 620
Denver, Colorado 80206

Approved: ___________ ___, 2025

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LIST OF EXHIBITS

ARTICLE I: INTRODUCTION

Purpose and Intent.

The District is an independent unit of local government, separate and distinct from 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 of these Public Improvements.

The District is not being created to provide ongoing operations and maintenance services other than as specifically set forth in this Service Plan.

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, and financing of the Public Improvements needed for the Project. 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.

Objective of the City Regarding District's Service Plan.

The City's objective in approving this 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. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy for all properties, and/or repaid by Public Improvement Fees, Special Assessments and/or Fees, as long as such Fees are not imposed upon or collected from property owned or occupied by an End User for the purpose of creating a capital cost payment obligation as further described in Section V.13. 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.

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 regional needs. Operational activities are allowed, but only through an intergovernmental agreement with the City. The District shall dissolve 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, except that if the District has ongoing operation and maintenance functions authorized under an intergovernmental agreement with the City, the District shall not be required to dissolve but shall retain only the power necessary to impose and collect the Operation and Maintenance Mill Levy, Special Assessments or Fees in amounts necessary to pay for those Operation and Maintenance Costs. Additionally, if the Board determines that the existence of the District is no longer necessary to accomplish the purposes set forth in this Service Plan, the Board shall promptly effectuate the dissolution of the District.

It is the intent of the District to dissolve 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 Fees or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy and which shall not exceed the Maximum Debt Mill Levy Imposition Term on residential properties. 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 the Maximum Debt Mill Levy in amount and that no property developed for a residential use bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District. With regard to Regional Improvements, this Service Plan also provides for the District to pay a portion of the cost of regional infrastructure as part of ensuring that development and those that benefit from development pay for the associated costs.

ARTICLE 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 a Final Development Plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

ARI or Regional Improvements: means Arvada Regional Improvements, as further defined in the City Code.

ARI or Regional Improvements Mill Levy: means the following:

A. At such time as the District with property within its boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the regional improvements (i) shall be one (1) mill for collection beginning for the District in the first year of collection of a debt service mill levy by the District and continuing in each year thereafter through the twentieth (20th) year; and (ii) shall be five (5) mills from the twenty-first (21st) year through the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements; and (iii) for an additional ten (10) years, the mill levy shall be equal to the average debt service mill levy imposed by the

District in the ten (10) years prior to the date of repayment of the debt incurred for Public Improvements other than Regional Improvements; and

B. At such time as the District with property within its boundaries developed solely for commercial uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements which (i) shall be one (1) mill for collection beginning for the District in the first year of collection of a debt service mill levy by the District and continuing in each year thereafter through the twentieth (20th) year; (ii) shall be one and one-half (1.5) mills from the twenty-first (21st) year through the date of repayment of debt incurred for Public Improvements, other than Regional Improvements; and (iii) for five (5) years thereafter, the mill levy shall be the lesser of twenty (20) mills or a mill levy equal to the average debt service mill levy imposed by the District in the ten (10) years prior to the date of repayment of debt issued for Public Improvements, other than Regional Improvements; and

C. The District may, pursuant to any intergovernmental agreement with the City, extend the term for application of the ARI Mill Levy beyond the years set forth in A and B above. The Maximum Mill Levy Imposition Term shall include the terms set forth in A and B above and any extension of the term as approved in an intergovernmental agreement as described herein.

D. All mills described in this ARI Mill Levy definition shall be subject to adjustment as follows: On or after the January 1 following the date of approval of this Service Plan, if there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the ARI Mill Levy described above may be increased or decreased to reflect such changes, such increases or 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 mill levy, as adjusted for changes occurring after the January 1 following the date of approval of this Service Plan, 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.

Board: means the board of directors of the District.

Bond, Bonds or Debt: means bonds or other obligations (i) for the payment of which the District has promised to impose an ad valorem property tax mill levy; (ii) for the payment of which the District has promised to impose and collect Fees; or (iii) to which the District has pledged any of its revenues.

City: means the City of Arvada, Colorado.

City Code: means the City Code of the City of Arvada, Colorado.

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

District: means Howard Ranch Metropolitan District.

End User: means any owner, or tenant of any owner, of any taxable improvement within the 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. The business entity that constructs homes or commercial structures within the District with the intention of selling to others is not an End User.

External Fee Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the imposition of Fees by Colorado governmental entities, including matters such as the rates and structures of such Fees; and (ii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with a transaction related to the issuance of Debt payable from such Fees.

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.

Fee(s): means any fee imposed by the District for services, programs or facilities provided by the District, as described in Section V.13. below.

Final Development Plan: means a site plan or final development plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

Financial Plan: means the Financial Plan of the District attached hereto as **Exhibit F** and described in Article VII which describes (i) how the Public Improvements are anticipated 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.

Initial District Boundaries: means the boundaries of the area legally described in **Exhibit A** 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 V. 12.

Initial District Boundary Map: means the map attached hereto as **Exhibit C**, describing 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 D**. The

Intergovernmental Agreement may be amended from time to time by the District and the City.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt, exclusive of the Regional Improvements Mill Levy and the Operation and Maintenance Mill Levy, as set forth in Section VII.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on a particular property developed for residential uses as set forth in Section VII.D below.

Operation and Maintenance Costs: means (1) the costs of ongoing administrative, accounting, and legal services to the District; and (2) the costs of any programming or services provided by the District; and (3) any ongoing operation and maintenance costs or the costs of repair, replacement, and depreciation of the Public Improvements. Operation and Maintenance Costs shall not include any ongoing operation and maintenance costs or the costs of repair, replacement, and depreciation of Public Improvements dedicated to the City unless provided for in an intergovernmental agreement with the City.

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.2 below.

Project: means the development or property commonly referred to as Howard Ranch.

Property: means real or personal property within the Service Area subject to ad valorem taxes imposed by the District.

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 Service Area as determined by the Board.

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.

Regional Improvements: means Public Improvements and facilities that benefit the Service Area and which are to be financed pursuant to Section VI below.

Service Area: means the property within the Initial District Boundaries.

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

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

Special Assessment: means the levy of an assessment within the boundaries of a special improvement district pursuant to Section V.15.

Special District Act: means Section 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

ARTICLE III: BOUNDARIES

The area of the Initial District Boundaries includes approximately 13.11 acres. A legal description of the Initial District Boundaries is attached hereto as **Exhibit A**. A vicinity map is attached hereto as **Exhibit B**. A map of the Initial District Boundaries is attached hereto as **Exhibit C**. It is anticipated that the District's boundaries may change from time to time as it 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 Article V below.

ARTICLE IV: PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately 13.11 acres of land. The current assessed valuation of the Service Area is $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 estimated to be approximately 200 people.

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 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, unless the same is contained within an Approved Development Plan.

Approval of this Service Plan by the City in no way releases or relieves the developer of the Project, or the landowner or any sub-divider of the Project property, or any of their respective successors or assigns, of obligations to construct public improvements for the Project or of obligations to provide to the City such financial guarantees as may be required by the City to ensure the completion of the Public Improvements, or of any other obligations to the City under the City Municipal Code or any applicable annexation agreement, subdivision agreement, or other agreements affecting the Project property or development thereof.

ARTICLE V: DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

1. Powers of the District and Service Plan Amendment. The District shall have the power and authority to provide the 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 Constitution, subject to the limitations set forth herein.

2. Operations and Maintenance Limitation. The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The District shall dedicate the Public Improvements to the City or other appropriate jurisdiction or owners association in a manner consistent with the Approved Final Development Plan and other rules and regulations of the City and applicable provisions of the City Code. If set forth in an intergovernmental agreement with the City, the District shall be authorized to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto. Any Fee imposed by the District for access to such park and recreation improvements shall not result in residents of the City who do not reside in the District paying a user fee that is grossly disproportionate to similar Fees paid by residents of the District based on pro rata use of such park and recreation improvements. However, the District shall be entitled to impose an administrative Fee as necessary to cover additional expenses associated with residents of the City who do not reside in the District to ensure that such costs are not the responsibility of District residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fees for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the District shall be open to the general public and residents of the City who do not reside in any of the District free of charge, subject to the rules and regulations of the District as adopted from time to time. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of Property within the District.

In the event that the District imposes a mill levy for operation and maintenance purposes, such mill levy shall not exceed 10 mills (the "Operation and Maintenance Mill Levy"); provided, however, that if, on or after date of adoption of this Service Plan, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut, or abatement, the 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 Operation and Maintenance Mill Levy, as so adjusted, are neither diminished nor enhanced as a result of such changes. For the purposes of the foregoing, a change in the ratio of actual valuations shall be deemed a change in the method of calculating assessed valuation.

3. 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, unless such facilities and services are provided pursuant to an intergovernmental agreement with the appropriate fire district. 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.

4. 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 an intergovernmental agreement with the City.

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

6. Golf Course Construction Limitation. Acknowledging that the City has financed public golf courses and desires to coordinate the construction of public golf courses in the City's boundaries, the District shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

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. Construction Standards Limitation. The District will ensure that the Public Improvements financed by the District are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

10. Eminent Domain Limitation. The District shall be authorized to utilize the power of eminent domain only with the consent of the City and in accordance with the Intergovernmental Agreement. In the event the limit on the District's ability to exercise the power of eminent domain inhibits the District's ability to issue debt, or will cause the interest on any Debt issued by the District to be included in gross income for federal income tax purposes, and the District shall have obtained the written opinion of bond counsel with respect to the foregoing, the limit set forth herein or in the Intergovernmental Agreement on the District's ability to exercise the power of eminent domain shall be of no further force or effect and shall be retroactive to the date of the organization of the District if the avoidance of the interest on Debt being included in gross income for federal income tax purposes as described in this paragraph so necessitates.

11. Privately Placed Debt Limitation. Prior to the issuance of any privately placed debt, the District shall obtain and provide the City with the certification of an External Financial Advisor substantially as follows:

We are [I am] 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.

For purposes of this Section, "privately placed debt" includes any debt or annually appropriated obligation that is sold to a private entity, including financial institutions, developers, or other private entities, and which no offering document related to such sale is required. "Privately placed debt" does not include the sale of Debt to an underwriter who purchases Debt from the District with a view to the distribution to investors of Debt.

In no event shall Debt that is privately placed with a developer or owner of the property to be benefitted with Public Improvements or annually appropriated obligation privately placed with a developer or owner of the property to be benefitted with Public Improvements bear interest at a rate that accrues at a compounding rate. Each instrument evidencing Debt or an annually appropriated obligation that is privately placed with a developer or owner of the property to be benefitted with Public Improvements shall provide that the District's obligations thereunder shall be discharged 40 years after the date that such obligation is issued regardless of whether such obligation is paid in full.

12. Inclusion and Exclusion Limitation. The District shall not include within its boundaries any property outside the Service Area without the prior written consent of the City, which consent shall be evidenced by resolution. The District shall provide the City with notice of any inclusion of property within the boundaries of the Service Area. 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. No District shall exclude from its boundaries property upon which a Debt mill levy has been imposed for the purpose of the inclusion of such property into another district that has been or will be formed under the Special District Act, without the prior written consent of the City, which consent shall be evidenced by resolution.

13. Overlap Limitation. The boundaries of the District shall not overlap with the boundaries of another district organized under the Special District Act without the prior consent of the City as evidenced by a resolution of the City Council. Additionally, the District shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the District.

14. 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; or (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; or (c) impose and collect any Fees used for the purpose of repayment of Debt.

15. Total Debt Issuance Limitation. The District shall not issue Debt in the total aggregate principal amount in excess of $3,600,000, including the aggregate principal amount of Debt issued for Regional Improvements. The District shall only issue Debt with repayment terms within 40 years of the issue date of such Debt. Such limitation shall not be applicable to D ebt issued to refund existing Debt unless the aggregate principal amount of the Debt issued for ref unding purposes exceeds the aggregate principal amount of Debt to be refunded, in which ca se the difference shall be counted against this limitation.

16. Fee Limitation. The District may impose and collect Fees as a source of revenue for repayment of Debt, capital costs, and/or for operations and maintenance. Prior to the imposition of any Fee or any amendment to increase the rate or amount of any Fee, the District shall provide the City with the certification of an External Fee Advisor substantially as follows:

> We are [I am] External Fee Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that the [insert the designation of the Fee] to be imposed by the District at [insert rate or amount of Fee] does not exceed a reasonable current rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of Fees imposed for similar purposes; and (2) the structure of [insert the designation of the Fee], including the relative burden shared by the property and persons upon which the Fee is imposed in relation to the benefit received by such property and persons, is reasonable considering the financial circumstances of the District and similar Fees imposed for similar purposes.

No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from property for the purpose of funding operation and maintenance costs of the District.

17. Public Improvement Fees. With the prior written consent of the City, the District may impose and collect and receive revenue from a Public Improvement Fee on taxable retail sales transactions within the District's boundaries.

18. Special Assessments. With the prior written consent of the City, the District may establish one or more special improvement districts within the District's 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.

19. Moneys from Other Governmental or Non-Profit 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 an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

20. 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.

21. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees 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 (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 or the Maximum Debt Mill Levy Imposition Term, 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.

22. Revenue Bond Limitation. The District shall not issue revenue bonds, except as set forth in this Section. At least 63 days prior to issuing any revenue bonds, the District must provide notice of its intent to issue revenue bonds to the City Attorney. At least 35 days prior to issuing any revenue bonds, the District must submit all relevant details of such issuance to the City Attorney, including the proposed documents pursuant to which such revenue bonds will be issued. On or before the date of issuance of any revenue bonds, the District must provide the City Attorney with a letter dated the day of issuance prepared by the District's counsel to the effect that the issuance of the revenue bonds complies with the provisions of this Service Plan, the City Code and applicable State law.

23. Service Plan Amendment Requirement. This Service Plan is general in nature and does not include specific detail in some instances because development plans have not been finalized. This Service Plan has been designed with sufficient flexibility to enable the District to provide required Public Improvements under evolving circumstances without the need for numerous amendments. Modification of the general types of services and facilities making up the Public Improvements, and changes in proposed configurations, locations or dimensions of the Public Improvements shall be permitted to accommodate development needs consistent with the then-current Approved Development Plan(s) for the Project, subject to the limitations of this Service Plan and the Intergovernmental Agreement.

The District is an independent unit of local government, separate and distinct from the City, and its activities are subject to review by the City only insofar as they may deviate in a material manner from the requirements of this Service Plan, the City Code, or the

Intergovernmental Agreement. As such, any action of the District which: (1) violates the limitations set forth in this Article V; (2) constitutes a material modification under City Municipal Code; or (3) constitutes a failure to comply with the Intergovernmental Agreement or other agreement with the City, which non-compliance has not been waived in writing by the City, shall be deemed to be a material modification to this Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such action(s) of the District.

Any City approval requirements contained in this Service Plan (including, without limitation, any provisions requiring that a change, request, occurrence, act or omission be treated as a Service Plan Amendment or be deemed a "material modification" of this Service Plan) shall remain in full force and effect, and, unless otherwise provided by resolution of the City Council, such City approval shall continue to be required, notwithstanding any future change in law modifying or repealing any statutory provision concerning service plans, amendments thereof or modifications thereto.

24. 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 within and without the boundaries of the District, to be more specifically defined in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately $5,342,429.63.

All of the Public Improvements will be designed and constructed in such a way as to assure that the Public Improvements' standards will be compatible with those of the City and shall be in accordance with the requirements of the Approved Development Plan. Failure to observe the requirements established in this Section shall constitute a material modification pursuant to Section 32-1-207, C.R.S. and shall entitle the City to all remedies available at law and in equity.

All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

ARTICLE VI: REGIONAL IMPROVEMENTS

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, or B below.

The District shall impose the ARI Mill Levy and shall convey it as follows:

A. If the City and the District have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional

Improvements which benefit the service users and taxpayers of the District in accordance with such intergovernmental agreement; or

B. In the event the City and the District have not executed an intergovernmental agreement addressing the Regional Improvements Mill Levy, then the revenue shall be conveyed by the District to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under this Section VI and shall not expend such revenue until an intergovernmental agreement is executed between the District and the City establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement between the City and the District relating to the Regional Improvements Mill Levy is not executed within two (2) years from the date of the approval of this Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth the definition of the ARI Mill Levy. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Section VI.A, or B above, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The District shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in this Section VI at such time as the area within the District's boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

The District shall have the authority to issue Debt for the Regional Improvements, pursuant to the intergovernmental agreement as described in VI.A above. Failure of the District to impose or remit to the City the ARI Mill Levy shall be deemed a material modification of this Service Plan and the City make take any action at law and equity to enforce the same.

ARTICLE VII: FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the 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 can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed $3,600,000, including the aggregate principal amount of Debt issued for Regional Improvements, and shall be permitted to be issued on a schedule and in such year or years as the District determines shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes and Fees to be imposed upon all Property within the District. 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. At least 63 days prior to issuing any Debt, the District must provide notice of its intent to issue Debt to the City Attorney. At least 35 days prior to issuing any Debt, the District must submit all relevant details of such issuance to the City Attorney, including the proposed documents pursuant to which such Debt will be issued. On or before the date of issuance of any Debt, the District must provide the City Attorney with a letter dated the day of issuance of such Debt prepared by the District's counsel to the effect that the issuance of the Debt complies with the provisions of this Service Plan, the City Code and applicable State law.

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. The maximum interest rate on any Debt shall not exceed eighteen percent (18%). The maximum underwriting discount shall not exceed five percent (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, exclusive of the Regional Improvements Mill Levy and the Operation and Maintenance Mill Levy, and shall be determined as follows:

1. For the portion of any aggregate Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 below; provided that if, on or after the date of adoption of this Service Plan, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or 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 mill levy, as adjusted for changes occurring after the date of adoption of this Service Plan, 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.

2. For the portion of any aggregate Debt of the District which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance 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 and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

3. For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 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.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., 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. No subdistrict may be organized without the prior consent of the City.

D. Maximum Debt Mill Levy Imposition Term.

The District shall have the authority to impose the ARI Mill Levy for the applicable term set forth in Sections II and VI. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless (I) a majority of the Board are End Users and (II) have voted in favor of a refunding of a part or all of the Debt. Any amount of principal and/or accrued interest that remains unpaid upon the expiration of the Maximum Debt Mill Levy Imposition Term shall be deemed to be forever discharged (the "Termination Date") regardless of the amount of principal and interest paid prior to the Termination Date.

E. Debt Repayment Sources.

The District may impose a mill levy on Property within its boundaries as a primary source of revenue for repayment of debt service. The District may also rely upon various other revenue sources authorized by law. At the District's discretion, these may include the power to assess fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(l), C.R.S., as amended from time to time. In no event shall the debt service mill levy in the District exceed the Maximum Debt Mill Levy or, for residential property within the District, the Maximum Debt Mill Levy Imposition Term, except pursuant to an intergovernmental agreement between the District and the City for Regional Improvements.

F. 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 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 creation of 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.

G. Security for Debt.

The District shall not pledge any property of the City as security for the Debt 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.

H. 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 Board.

I. District's Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be $75,000, which will 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 $100,000 which is anticipated to be derived from property taxes and other revenues. The total mill levy imposed for Operation and Maintenance Costs shall not exceed 10 mills (the "**Operation and Maintenance Mill Levy**") provided, however, that if, on or after date of adoption of this Service Plan, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut, or abatement, the 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 Operation and Maintenance Mill Levy, as so adjusted, are neither diminished nor enhanced as a result of such changes. For the purposes of the foregoing, a change in the ratio of actual valuations shall be deemed a change in the method of calculating assessed valuation.

The Maximum Debt Mill Levy for the repayment of Debt shall not apply to the District's ability to increase its mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users. It is anticipated that the Developer will advance funds to the District to pay its operating costs until such time as the District has sufficient revenue from its Operation and Maintenance Mill Levy. The District shall be authorized to reimburse the Developer for such advances with interest, provided, however that such interest shall be calculated as simple interest and shall not allow for the accrual of compound interest.

Failure to observe the requirements established in this Article VII. shall constitute a material modification pursuant to Section 32-1-207, C.R.S. and shall entitle the City to all remedies available at law and in equity.

J. Subdistricts.

The District may organize subdistricts or areas as allowed by Section 32-1-1101(1)(f), C.R.S., but only with prior approval of the City Council, and any such subdistrict(s) or area(s) shall be subject to all limitations on debt and other provisions of this Service Plan to the same extent as the District. In accordance with Section 32-1-1101(1)(f)(I), C.R.S., the District contemplates the organization of a subdistrict, it shall notify the City prior to establishing any such subdistrict(s) or area(s), and shall provide the City with details regarding the purpose, location, and relationship of the subdistrict(s) or area(s). The City Council may elect to treat the organization of any such subdistrict(s) or area(s) as a material modification of this Service Plan.

ARTICLE VIII: ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the City's Finance Director, City Clerk, City Attorney and Department Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued.

B. Standard Reporting Requirements of Significant Events.

The annual report shall include information as to any of the following:

1. A narrative summary of the progress of the District's implementation of this Service Plan.

2. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.

3. Intergovernmental Agreements with other governmental entities, either entered into or proposed as of December 31 of the prior year.

4. Copies of the District's rules and regulations, if any as of December 31 of the prior year.

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 facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year.

8. The assessed valuation of the District for the current year.

9. Current year budget including a description of the Public Improvements to be constructed in such year.

10. Audit of the District's financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.

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

12. 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.

13. Any additional information the District believes important to report.

C. Additional Reporting Requirements.

The annual report shall also include the following:

1. summary of the amount and terms of any new District indebtedness or long-term obligations issued in the report year;

2. summary of the amount of payment or retirement of existing indebtedness of the District in the report year;

3. the current mill levy of the District pledged to debt retirement in the report year; and

4. a summary and detailed disclosure of the capital expenditures incurred by the District in development of improvements in the report year.

ARTICLE IX: TRANSPARENCY

The District shall be responsible for maintaining a publicly accessible website with the District's information for purposes of further public transparency.

Standard Reporting Requirements. The website shall include the following:

1. District's name.

2. official contact information for District mailings or other communication.

3. listing of current members of the Board.

4. notice of the date and procedures relating to any upcoming election for board member position(s) for the District.

5. description of the District's maximum mill levy.

6. description of the District's authority to impose and collect rates, fees, tolls and charges.

7. description of current debt obligations.

8. listing, description, and estimated life expectancy of all items financed through debt.

9. complete copy of current District map, which clearly identifies the District's boundaries.

10. complete copy of each Annual Report.

11. complete copy of this Service Plan and any amendments.

12. any additional information the District believes would further transparency.

The District shall keep the information updated in a timely manner. The District shall update the information in a timely manner or within 14-days of the information becomes known to the District, whichever is less.

ARTICLE X: DISSOLUTION

Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file a petition in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a 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.

ARTICLE XI: REQUIRED DISCLOSURES

It is anticipated that all owners, including homebuilders, within the District will provide written notice to all purchasers of property within the District pursuant to Section 38-35.7-110, C.R.S., as amended from time to time. The District shall record a separate notice against all property located within the District and such notice shall substantially comply with the Model Notice attached hereto as **Exhibit E**.

Additionally, it is anticipated that a sign will be installed within the District boundaries notifying prospective purchasers that the property is located within a metropolitan district and providing information regarding the District's website.

All disclosures to purchasers or the public will comply with applicable state law, as currently in effect or as may be amended in the future, ensuring that buyers receive ample and legally compliant information regarding the District.

ARTICLE XII: INTERGOVERNMENTAL AGREEMENT

The form of the Intergovernmental Agreement required by the City Code, relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit D**. The District shall approve the Intergovernmental Agreement in the form attached as **Exhibit D** at its first Board meeting after its organizational election. The Intergovernmental Agreement shall be executed by the President of the Board at the first Board meeting after its organizational election and submitted to the City Attorney for review and execution by the City. Failure of the District to execute the Intergovernmental Agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the Intergovernmental Agreement in the form attached as **Exhibit D** at the public hearing approving this Service Plan.

ARTICLE XIII: AMENDMENT REQUIREMENT

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 V.A.1-14 above or in VII.B-G. or requirements set forth in the Intergovernmental Agreement 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 such actions of the District.

Should any district undertake any act which constitutes a material modification to this Service Plan, the City Council may impose one or more of the following sanctions, as it deems appropriate:

(a) Exercise any applicable remedy under the Special District Act.

(b) Withhold the issuance of any permit, authorization, acceptance or other administrative approval or withhold any cooperation necessary for the District's development or construction or operation of improvements or provision of services.

(c) Exercise any legal remedy under the terms of any intergovernmental agreement under which the District is in default.

(d) Exercise any other legal remedy, including seeking injunctive relief against the District, to ensure compliance with the provisions of this Service Plan or applicable law.

All remedies available to the City under this section shall be cumulative and non-exclusive.

In any proceeding brought to enforce the provisions of this Service Plan, the prevailing party shall be entitled to an award of reasonable attorneys' fees, actual court costs and other expenses incurred.

ARTICLE XIV: CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., and Section 122-35 of the City Code, 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 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 districts, 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 pursuant to the City Code.

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

9. The creation of the District is in the best interests of the area proposed to be served.

EXHIBIT A

Legal Descriptions

LEGAL DESCRIPTION & DEDICATION:

THE UNDERSIGNED, BEING THE OWNERS OF A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGES 69 AND THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 70 WEST AND OF THE 6TH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:
LOT 1, A MINOR REPLAT OF LOTS 1 AND 2 OF THE MINOR REPLAT OF TRACT 5, RALSTON CREEK INDUSTRIAL OFFICE PARK, COUNTY OF JEFFERSON, STATE OF COLORADO.

PARCEL B:
A PORTION OF LAND DESCRIBED IN THE "PLAT OF SURVEY" RECORDED JULY 2, 1984 AT RECEPTION 84061620 IN THE CLERK AND RECORDER'S OFFICE OF JEFFERSON COUNTY, COLORADO, SAID LAND BEING IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP STAMPED "ENGR. SERV." AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7, SAID POINT ALSO BEING IN THE APPROXIMATE CENTER OF ELDRIDGE STREET; THENCE NORTH 00 DEGREES 00 MINUTES 45 SECONDS EAST 1063.26 FEET ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND ALONG THE APPROXIMATE CENTERLINE OF ELDRIDGE STREET TO THE SOUTHEAST CORNER OF THE GOEDERT SUBDIVISION AS RECORDED AUGUST 7, 1958 UNDER RECEPTION NO. 725426, SAID CORNER ALSO BEING SOUTH 00 DEGREES 00 MINUTES 45 SECONDS WEST 1582.00 FEET FROM A 1/2" STEEL PIN AT THE NORTH 1/4 CORNER OF SAID SECTION 7; THENCE SOUTH 86 DEGREES 30 MINUTES 45 SECONDS WEST 100 FEET ALONG THE SOUTHERLY BOUNDARY OF THE SAID GOEDERT SUBDIVISION TO A POINT; THENCE SOUTH 46 DEGREES 00 MINUTES 45 SECONDS WEST 100 FEET TO A POINT; THENCE NORTH 89 DEGREES 00 MINUTES 13 SECONDS WEST 184.77 FEET ALONG THE SOUTHERLY BOUNDARY OF THE SAID GOEDERT SUBDIVISION, SAID CORNER ALSO BEING THE NORTHEASTERLY RIGHT OF WAY LINE OF A 50 FEET WIDE EASEMENT FOR THE FARMER'S HIGH LINE CANAL; THENCE SOUTH 69 DEGREES 05 MINUTES 05 SECONDS WEST 49.47 FEET TO A 5/8" IRON PIN SET IN CONCRETE AT THE SOUTHEAST CORNER OF THE RALSTON CREEK INDUSTRIAL OFFICE PARK SUBDIVISION AS RECORDED OCTOBER 29, 1981 AT RECEPTION NO. 81079516; THENCE NORTH 89 DEGREES 13 MINUTES 58 SECONDS WEST 1685.39 FEET ALONG THE SOUTH BOUNDARY OF THE SAID RALSTON CREEK INDUSTRIAL OFFICE PARK SUBDIVISION TO A 4" X 4" CONCRETE MONUMENT/BRASS CAP NO. 438 AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 10 MINUTES 36 SECONDS EAST 379.79 FEET ALONG AN EAST BOUNDARY OF SAID RALSTON CREEK INDUSTRIAL OFFICE PARK SUBDIVISION TO A 4" X 4" CONCRETE MONUMENT/BRASS CAP NO. 438 FOR A CORNER; THENCE SOUTH 89 DEGREES 47 MINUTES 53 SECONDS WEST 299.98 FEET TO A 4" X 4" CONCRETE MONUMENT/BRASS CAP NO. 438 FOR A CORNER; THENCE NORTH 73 DEGREES 13 MINUTES 23 SECONDS WEST 150.88 FEET TO A 4" X 4" CONCRETE MONUMENT/BRASS CAP NO. 438 AT THE SOUTHWEST CORNER OF SAID RALSTON CREEK INDUSTRIAL OFFICE PARK SUBDIVISION; THENCE SOUTH 00 DEGREES 11 MINUTES 31 SECONDS EAST 96.41 FEET TO A POINT ON A CURVE IN THE NORTHWESTERLY RIGHT OF WAY LINE OF THE CROKE CANAL; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 289.80 FEET, A CENTRAL ANGLE OF 45 DEGREES 03 MINUTES 22 SECONDS, AN ARC LENGTH OF 227.89 FEET AND A CHORD WHICH BEARS NORTH 83 DEGREES 37 MINUTES 24 SECONDS EAST TO ITS POINT OF TANGENCY; THENCE SOUTH 16 DEGREES 09 MINUTES 05 SECONDS WEST 10.00 FEET TO A RIGHT OF WAY OFFSET; THENCE SOUTH 73 DEGREES 50 MINUTES 55 SECONDS EAST 197.60 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 141.00 FEET, A CENTRAL ANGLE OF 108 DEGREES 00 MINUTES 00 SECONDS, AN ARC LENGTH OF 265.78 FEET AND A CHORD WHICH BEARS NORTH 52 DEGREES 09 MINUTES 05 SECONDS EAST TO ITS POINT OF TANGENCY; THENCE NORTH 01 DEGREES 50 MINUTES 55 SECONDS WEST ALONG THE WESTERLY RIGHT OF WAY LINE OF THE CROKE CANAL A DISTANCE OF 332.01 FEET TO THE SOUTH LINE OF SAID RALSTON CREEK INDUSTRIAL OFFICE PARK; THENCE NORTH 89 DEGREES 13 MINUTES 58 SECONDS WEST ALONG THE SAID SOUTH LINE A DISTANCE OF 134.22 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF JEFFERSON, STATE OF COLORADO.

PARCEL C:
BEGINNING AT A POINT ON THE SOUTH LINE OF LOT 1, MINOR REPLAT OF TRACT 5, RALSTON CREEK INDUSTRIAL OFFICE PARK, SAID POINT BEING SOUTH 90 DEGREES 00 MINUTES WEST, 154.62 FEET FROM THE MOST SOUTHEASTERLY CORNER OF SAID LOT 1; THENCE THE FOLLOWING COURSES AND DISTANCES ALONG THE SOUTH LINE OF SAID LOT 1; NORTH 73 DEGREES 40 MINUTES 00 SECONDS WEST 82.43 FEET, WESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 259.62 FEET WITH A DELTA ANGLE OF 32 DEGREES 12 MINUTES 15 SECONDS AND WHOSE CHORD BEARS NORTH 89 DEGREES 46 MINUTES 10 SECONDS WEST 144.01 FEET TO THE INTERSECTION WITH A LINE BEARING SOUTH 73 DEGREES 00 MINUTES 00 SECONDS EAST; THENCE LEAVING THE SOUTH LINE OF SAID LOT 1, SOUTH 73 DEGREES 00 MINUTES 00 SECONDS EAST 81.28 FEET TO A 4" X 4" CONCRETE MONUMENT/BRASS CAP NO. 438; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 145.38 FEET TO THE POINT OF BEGINNING, COUNTY OF JEFFERSON, STATE OF COLORADO.

PARCELS CONTAIN A COMBINED AREA OF 571,014 SQUARE FEET OR 13.11 ACRES AS DESCRIBED ABOVE.

HAVE LAID OUT, PLATTED, AND SUBDIVIDED THE ABOVE DESCRIBED LAND, UNDER THE NAME AND STYLE OF HOWARD RANCH SUBDIVISION, AND HEREBY DEDICATE TO THE CITY OF ARVADA IN FEE SIMPLE, EXCEPT THOSE OF PRIOR RECORD, THE STREET(S) AND PUBLIC WAY(S) AS SHOWN ON THE PLAT, AND GRANTS TO THE CITY OF ARVADA SUCH EASEMENTS AS ARE CREATED HEREBY AND DEPICTED OR, BY NOTE, REFERENCED HEREON, ALONG WITH THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE MAINS, TRANSMISSION LINES, SERVICE LINES, AND APPURTENANCES, EITHER DIRECTLY OR THROUGH THE VARIOUS APPLICABLE SERVICE PROVIDERS AS MAY BE NECESSARY TO ACCOMPLISH THE INTENDED PURPOSES OF SUCH EASEMENT. UNLESS MORE NARROWLY DEFINED BY NOTE HEREON, UTILITY SHALL MEAN SEWER, WATER, DRAINAGE, ELECTRICITY, GAS, TELEPHONE, CABLE AND OTHER TELECOMMUNICATION FACILITIES.

EXHIBIT B

Arvada Vicinity Map

PROJECT SITE
ARVADA WEST HIGH SCHOOL
STENGER SPORTS COMPLEX
OLDE TOWN
INDIANA ST.
W. 64TH AVE.
MCINTYRE PKWY
BROAD LAKE
ELDRIDGE ST.
CROKE CANAL
HYATT LAKE
N
BASELINE
Engineering · Planning · Surveying

EXHIBIT C

Initial District Boundary Map

Initial District Boundary Map

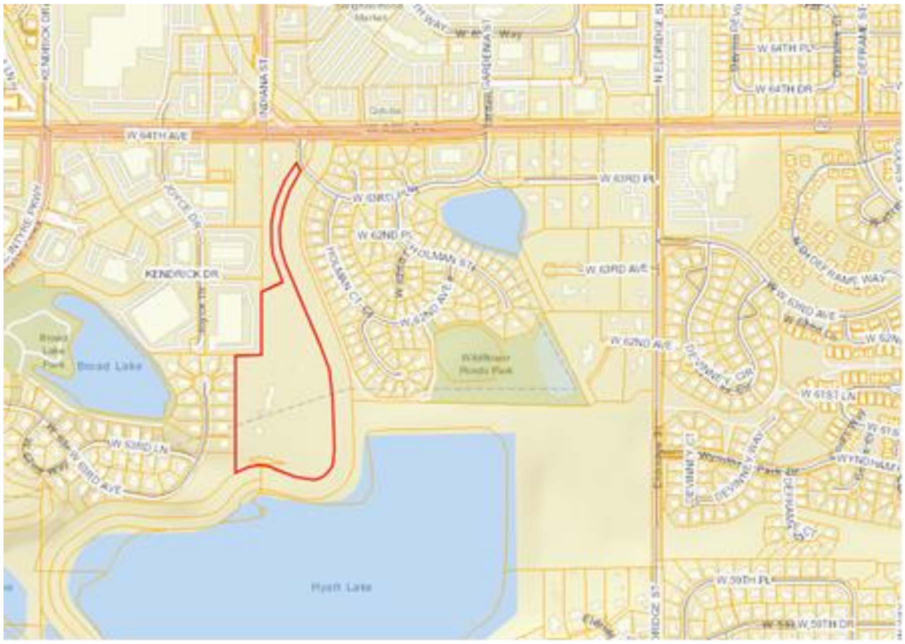

EXHIBIT D

Intergovernmental Agreement between the District and Arvada

EXHIBIT D

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into by and between the **City of Arvada, Colorado**, a municipal corporation of the State of Colorado (the "City"), and **Howard Ranch 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 those powers as are more specifically set forth in the District's Service Plan dated **_________**, 2025, as amended from time to time by City approval (the "Service Plan"); and

WHEREAS, the Service Plan and Chapter 91 of the City Code of the City (the "City Code") require the execution of an intergovernmental agreement between the City and the District; and

WHEREAS, the City and the District are authorized by Article XIV of the Colorado Constitution and Title 29, Article 1, Part 2, C.R.S., to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each governmental entity; 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 and the City Code are 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 the City Code, as amended from time to time, and Title 32, Article 1, C.R.S., as amended from time to time (the "Special District Act"). The District agrees to comply with and is subject to all of the City's zoning, subdivision, building code and other land use requirements.

2. Maintenance of Public Improvements. The District agrees that it shall maintain the following Public Improvements, as shown in Exhibit A attached hereto and made a part hereof.

3. Notice to Property Owners. The District agrees that it shall record a Notice of Inclusion in Metropolitan District substantially in the form attached hereto as Exhibit B on all property located within the District's boundaries.

4. 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 the City Code, 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.

5. Outside Review and Additional Costs. Subject to appropriation by the District, the District agrees to pay all costs that the City may reasonably incur in retaining outside counsel or consultants for the purpose of reviewing the Service Plan and any relevant materials, as well as any additional reasonable costs incurred by the City, which are directly related to a request by the District for the City's interpretation of the Service Plan, any amendment to the Service Plan or a material modification of the Service Plan. The District shall notify the City whether it has appropriated funds for such costs prior to review by the City of any request by the District for the City's interpretation of the Service Plan, any amendment to the Service Plan or a material modification of the Service Plan.

6. 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.

7. 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.

8. 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 either Adams County or Jefferson 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.

9. 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.

10. 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.

11. 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.

12. 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.

HOWARD RANCH METROPOLITAN DISTRICT

By: ___________________________________
President

ATTEST:

By: ___________________________________
Secretary

CITY OF ARVADA, COLORADO

By: ___________________________________
Mayor

ATTEST:

By: ___________________________________
City Clerk

Exhibit A to Intergovernmental Agreement

Public Improvements to be Maintained by the District

Exhibit B to Intergovernmental Agreement

NOTICE OF INCLUSION IN METROPOLITAN DISTRICT AND POSSIBLE PROPERTY TAX CONSEQUENCES

EXHIBIT E

Model Notice

EXHIBIT E

Model Notice

NOTICE OF INCLUSION IN METROPOLITAN DISTRICTAND POSSIBLE PROPERTY TAX CONSEQUENCES

Legal description of the property;

See Exhibit A attached hereto and incorporated by reference

This property is located in the following metropolitan district:

[NAME OF DISTRICT] (the "District")

The District's Service Plan (the "Service Plan") and intergovernmental agreement between the District and the City of Arvada, which can be amended from time to time, include descriptions of the District's powers, authority and limitations. A copy of the Service Plan is available from the Division of Local Government in the Colorado Department of Local Affairs. A copy of the Intergovernmental Agreement is available from the District or the City of Arvada.

The District is authorized by Title 32, Article 1, Colorado Revised Statutes, to use a number of methods to raise revenues for capital needs and general operations costs. These methods, subject to certain limitations imposed by Section 20 of Article X of the Colorado Constitution and the Service Plan, include issuing debt, levying taxes, and imposing fees, tolls and charges. The maximum debt mill levy that can be imposed by the District is 50 mills, subject to adjustment as provided in the Service Plan. The maximum mill levy that the District can impose for operations and maintenance is 10 mills, subject to adjustment as provided in the Service Plan.

Additionally, the District is required to impose a mill levy for regional improvements which will be: (i) [__] mills beginning in the first year of collection of a debt service mill levy by the District and continuing in each year thereafter through the twentieth (20th) year; (ii) [__] mills from the twenty-first (21st) year through the date of repayment of the debt incurred for public improvements, other than regional improvements; and (iii) the mill levy equal to the average debt service mill levy imposed by the District in the ten (10) years prior to the date of repayment of the debt incurred for public improvements (other than regional improvements) for an additional ten (10) years after repayment of the debt incurred for public improvements other than regional improvements; each subject to adjustment as provided in the Service Plan.

Information concerning directors, management, meetings, elections, and current taxes are provided annually in the Notice to Electors described in Section 32-1-809(1), Colorado Revised Statutes, which can be found at the District office, on the District's website, on file at the Division of Local Government in the Colorado Department of Local Affairs, or on file at the office of the Clerk and Recorder of each county in which the District is located.

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

[__] mills (total for debt service, operations and maintenance, and regional improvements), subject to adjustment, as described in the Service Plan

Based on the property's inclusion in the District, a commercial parcel with a sale price of $[____] could result in ADDITIONAL annual property taxes up to;

$[____]

Based on the property's inclusion in the District, a residential parcel with a sale price of $[______] could result in ADDITIONAL annual property taxes up to;

$[____]

Additionally, based on estimated growth of [__]% in assessed value upon biennial reassessment, as reflected in the Financial Plan attached as Exhibit F to the Service Plan, a commercial parcel with a sale price of $[____] would be valued at $[___] after the first biennial reassessment, and the property's inclusion in the District could result in HIGHER annual property taxes after the first reassessment up to;

$[____]

Additionally, based on estimated growth of [__]% in assessed value upon biennial reassessment, as reflected in the Financial Plan attached as Exhibit F to the Service Plan, a residential parcel with a sale price of $[______] would be valued at $[___] after the first biennial reassessment, and the property's inclusion in the District could result in HIGHER annual property taxes after the first reassessment up to;

$[____]

The Financial Plan estimates that the assessed value of property in the District will grow by [__]% upon each biennial reassessment, which could result in HIGHER property taxes each time the property is reassessed, despite the imposition of the same number of mills.

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

The District's Board of Directors can be reached as follows;

You may wish to consult with: (1) the Adams County Assessor's Office or the Jefferson County Assessor's Office, as applicable, to determine the specific amount of District property taxes currently due on this property; and (2) the District's Board of Directors to determine if the Service Plan has been amended.

ESTIMATE OF PROPERTY TAXES

Annual Tax Levied on Commercial Property with $[____] Actual Value <u>Without</u> the District Mill Levy:

Taxing Entity	Mill Levies (20__**)	Annual Tax Levied Without Growth in Assessed Value	Estimated Tax Levied in 20__ Assuming __% Growth at Biennial Reassessment
		$	$
TOTAL		$	$

Annual Tax Levied on Commercial Property with $[____] Actual Value <u>With</u> the District Mill Levy (Assuming Maximum District Mill Levy):

Taxing Entity	Mill Levies (20__**)	Annual Tax Levied Without Growth in Assessed Value	Estimated Tax Levied in 20__ Assuming __% Growth at Biennial Reassessment
		$	$
TOTAL		$	$

Annual Tax Levied on Residential Property with $[____] Actual Value <u>Without</u> the District Mill Levy:

Taxing Entity	Mill Levies (20__**)	Annual Tax Levied Without Growth in Assessed Value	Estimated Tax Levied in 20__ Assuming __% Growth at Biennial Reassessment
		$	$
TOTAL		$	$

Annual Tax Levied on Commercial Property with $[____] Actual Value <u>With</u> the District Mill Levy (Assuming Maximum District Mill Levy):

Taxing Entity	Mill Levies (20__**)	Annual Tax Levied Without Growth in Assessed Value	Estimated Tax Levied in 20__ Assuming __% Growth at Biennial Reassessment
		$	$
TOTAL		$	$

****This estimate of mill levies is based upon mill levies certified by the Adams County Assessor's Office or the Jefferson 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.

<u>EXHIBIT A</u>

Property Description

EXHIBIT F

Financial Plan

HOWARD RANCH METROPOLITAN DISTRICT

Jefferson County, Colorado

~~~~~

GENERAL OBLIGATION BONDS, SERIES 2028

~~~~~

Service Plan

Bond Assumptions	**Series 2028**	**Total**
Closing Date	12/1/2028	
First Call Date	12/1/2033	
Final Maturity	12/1/2058	
Sources of Funds		
Par Amount	3,579,000	**3,579,000**
Total	3,579,000	**3,579,000**
Uses of Funds		
Project Fund	**$2,884,553**	**$2,884,553**
Debt Service Reserve	328,129	**328,129**
Capitalized Interest	44,738	**44,738**
Surplus Deposit	0	**0**
Costs of Issuance	321,580	**321,580**
Total	3,579,000	**3,579,000**
Bond Features		
Projected Coverage at Mill Levy Cap	130x	
Tax Status	Tax-Exempt	
Rating	Non-Rated	
Average Coupon	6.000%	
Annual Trustee Fee	$4,000	
Biennial Reassessment		
Residential	6.00%	
Commercial	0.00%	
Taxing Authority Assumptions		
Metropolitan District Revenue		
Residential Assessment Ratio		
Service Plan Gallagherization Base	6.80%	
Current Assumption	6.80%	
Residential (Multi-Family) Assessment Ratio		
Service Plan Gallagherization Base	6.80%	
Current Assumption	6.80%	
Commercial Assessment Ratio		
Service Plan Gallagherization Base	25.00%	
Current Assumption	25.00%	
Debt Service Mills		
Service Plan Mill Levy Cap	50.000	
Maximum Adjusted Cap	50.000	
Target Mill Levy	50.000	
Specific Ownership Taxes	6.00%	
County Treasurer Fee	1.50%	
Operations		
Operations Mill Levy	10.000	
Total Mill Levy	60.000	

HOWARD RANCH METROPOLITAN DISTRICT
Development Summary

D|A DAVIDSON

	Residential								
	SFD	Duplex A	Duplex B	Cottage	Custom Homes	Product 6	Product 7	Product 8	Total Residential
Statutory Actual Value (2025)	$875,000	$850,000	$835,000	$575,000	$1,850,000	$	$	$	
2025	-	-	-	-	-	-	-	-	-
2026	5	6	3	6	4	-	-	-	24
2027	5	6	3	6	5	-	-	-	25
2028	-	-	-	-	5	-	-	-	5
2029	-	-	-	-	-	-	-	-	-
2030	-	-	-	-	-	-	-	-	-
2031	-	-	-	-	-	-	-	-	-
2032	-	-	-	-	-	-	-	-	-
2033	-	-	-	-	-	-	-	-	-
2034	-	-	-	-	-	-	-	-	-
2035	-	-	-	-	-	-	-	-	-
2036	-	-	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-	-	-
2052	-	-	-	-	-	-	-	-	-
2053	-	-	-	-	-	-	-	-	-
2054	-	-	-	-	-	-	-	-	-
Total Units	10	12	6	12	14	-	-	-	54
Total Statutory Actual Value	$8,750,000	$10,200,000	$5,010,000	$6,900,000	$25,900,000	$	$	$	$56,760,000

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HOWARD RANCH METROPOLITAN DISTRICT
Assessed Value Calculation

	Vacant Land			Residential							Total
	Cumulative Statutory Actual Value[1]	VAR	Assessed Value in Collection Year (2-year lag)	Total Residential Units	Biennial Reassessment 6.00%	Cumulative Statutory Actual Value	Legislative Adj. (est.) (Cumulative)	Cumulative Statutory Actual Value (after Exemptions)	RAR	Assessed Value in Collection Year (2-year lag)	Assessed Value in Collection Year (2-year lag)
2023	0	29.00%	***0***	0		0		0	6.950%	***0***	***0***
2024	0	27.90%	***0***	0	0	0		0	6.700%	***0***	***0***
2025	2,283,000	27.90%	***0***	0		0		0	6.700%	***0***	***0***
2026	2,468,000	27.00%	0	24	0	23,286,600		23,286,600	6.250%	0	0
2027	925,000	26.00%	593,580	25		48,963,672		48,963,672	6.800%	0	593,580
2028	0	25.00%	617,000	5	2,937,820	61,717,666		61,717,666	6.800%	1,583,489	2,200,489
2029	0	25.00%	231,250	0		61,717,666		61,717,666	6.800%	3,329,530	3,560,780
2030	0	25.00%	0	0	3,703,060	65,420,726		65,420,726	6.800%	4,196,801	4,196,801
2031	0	25.00%	0	0		65,420,726		65,420,726	6.800%	4,196,801	4,196,801
2032	0	25.00%	0	0	3,925,244	69,345,970		69,345,970	6.800%	4,448,609	4,448,609
2033	0	25.00%	0	0		69,345,970		69,345,970	6.800%	4,448,609	4,448,609
2034	0	25.00%	0	0	4,160,758	73,506,728		73,506,728	6.800%	4,715,526	4,715,526
2035	0	25.00%	0	0		73,506,728		73,506,728	6.800%	4,715,526	4,715,526
2036	0	25.00%	0	0	4,410,404	77,917,132		77,917,132	6.800%	4,998,458	4,998,458
2037	0	25.00%	0	0		77,917,132		77,917,132	6.800%	4,998,458	4,998,458
2038	0	25.00%	0	0	4,675,028	82,592,160		82,592,160	6.800%	5,298,365	5,298,365
2039	0	25.00%	0	0		82,592,160		82,592,160	6.800%	5,298,365	5,298,365
2040	0	25.00%	0	0	4,955,530	87,547,689		87,547,689	6.800%	5,616,267	5,616,267
2041	0	25.00%	0	0		87,547,689		87,547,689	6.800%	5,616,267	5,616,267
2042	0	25.00%	0	0	5,252,861	92,800,551		92,800,551	6.800%	5,953,243	5,953,243
2043	0	25.00%	0	0		92,800,551		92,800,551	6.800%	5,953,243	5,953,243
2044	0	25.00%	0	0	5,568,033	98,368,584		98,368,584	6.800%	6,310,437	6,310,437
2045	0	25.00%	0	0		98,368,584		98,368,584	6.800%	6,310,437	6,310,437
2046	0	25.00%	0	0	5,902,115	104,270,699		104,270,699	6.800%	6,689,064	6,689,064
2047	0	25.00%	0	0		104,270,699		104,270,699	6.800%	6,689,064	6,689,064
2048	0	25.00%	0	0	6,256,242	110,526,941		110,526,941	6.800%	7,090,408	7,090,408
2049	0	25.00%	0	0		110,526,941		110,526,941	6.800%	7,090,408	7,090,408
2050	0	25.00%	0	0	6,631,616	117,158,557		117,158,557	6.800%	7,515,832	7,515,832
2051	0	25.00%	0	0		117,158,557		117,158,557	6.800%	7,515,832	7,515,832
2052	0	25.00%	0	0	7,029,513	124,188,070		124,188,070	6.800%	7,966,782	7,966,782
2053	0	25.00%	0	0		124,188,070		124,188,070	6.800%	7,966,782	7,966,782
2054	0	25.00%	0	0	7,451,284	131,639,355		131,639,355	6.800%	8,444,789	8,444,789
2055	0	25.00%	0	0		131,639,355		131,639,355	6.800%	8,444,789	8,444,789
2056	0	25.00%	0	0	7,898,361	139,537,716		139,537,716	6.800%	8,951,476	8,951,476
2057	0	25.00%	0	0		139,537,716		139,537,716	6.800%	8,951,476	8,951,476
2058	0	25.00%	0	0	8,372,263	147,909,979		147,909,979	6.800%	9,488,565	9,488,565
2059	0	25.00%	0	0		147,909,979		147,909,979	6.800%	9,488,565	9,488,565
2060	0	25.00%	0	0	8,874,599	156,784,578		156,784,578	6.800%	10,057,879	10,057,879
2061	0	25.00%	0	0		156,784,578		156,784,578	6.800%	10,057,879	10,057,879
2062	0	25.00%	0	0	9,407,075	166,191,652		166,191,652	6.800%	10,661,351	10,661,351
2063	0	25.00%	0	0		166,191,652		166,191,652	6.800%	10,661,351	10,661,351
2064	0	25.00%	0	0	9,971,499	176,163,151		176,163,151	6.800%	11,301,032	11,301,032
2065	0	25.00%	0	0		176,163,151		176,163,151	6.800%	11,301,032	11,301,032
2066	0	25.00%	0	0	10,569,789	186,732,940		186,732,940	6.800%	11,979,094	11,979,094
2067	0	25.00%	0	0		186,732,940		186,732,940	6.800%	11,979,094	11,979,094
2068	0	25.00%	0	0	11,203,976	197,936,917		197,936,917	6.800%	12,697,840	12,697,840
Total				54	139,157,071		0				

1. Vacant land value calculated in year prior to construction as 10% of built-out market value

HOWARD RANCH METROPOLITAN DISTRICT
Revenue Calculation

	District Mill Levy Revenue				Expenses		Total
	Assessed Value in Collection Year (2-year lag)	District Mill Levy[1] 50.000 SP Cap 50.000 Target	Debt Mill Levy Collections 99.5%	Specific Ownership Taxes 6.00%	County Treasurer Fee 1.50%	Annual Trustee Fee $4,000	Revenue Available for Debt Service
2023	0	0.000	0	0	0	0	0
2024	0	0.000	0	0	0	0	0
2025	0	0.000	0	0	0	0	0
2026	0	0.000	0	0	0	0	0
2027	593,580	0.000	0	0	0	0	0
2028	2,200,489	0.000	0	0	0	0	0
2029	3,560,780	50.000	177,149	10,629	(2,657)	(4,000)	181,120
2030	4,196,801	50.000	208,791	12,527	(3,132)	(4,000)	214,186
2031	4,196,801	50.000	208,791	12,527	(3,132)	(4,000)	214,186
2032	4,448,609	50.000	221,318	13,279	(3,320)	(4,000)	227,278
2033	4,448,609	50.000	221,318	13,279	(3,320)	(4,000)	227,278
2034	4,715,526	50.000	234,597	14,076	(3,519)	(4,000)	241,154
2035	4,715,526	50.000	234,597	14,076	(3,519)	(4,000)	241,154
2036	4,998,458	50.000	248,673	14,920	(3,730)	(4,000)	255,864
2037	4,998,458	50.000	248,673	14,920	(3,730)	(4,000)	255,864
2038	5,298,365	50.000	263,594	15,816	(3,954)	(4,000)	271,455
2039	5,298,365	50.000	263,594	15,816	(3,954)	(4,000)	271,455
2040	5,616,267	50.000	279,409	16,765	(4,191)	(4,000)	287,983
2041	5,616,267	50.000	279,409	16,765	(4,191)	(4,000)	287,983
2042	5,953,243	50.000	296,174	17,770	(4,443)	(4,000)	305,502
2043	5,953,243	50.000	296,174	17,770	(4,443)	(4,000)	305,502
2044	6,310,437	50.000	313,944	18,837	(4,709)	(4,000)	324,072
2045	6,310,437	50.000	313,944	18,837	(4,709)	(4,000)	324,072
2046	6,689,064	50.000	332,781	19,967	(4,992)	(4,000)	343,756
2047	6,689,064	50.000	332,781	19,967	(4,992)	(4,000)	343,756
2048	7,090,408	50.000	352,748	21,165	(5,291)	(4,000)	364,621
2049	7,090,408	50.000	352,748	21,165	(5,291)	(4,000)	364,621
2050	7,515,832	50.000	373,913	22,435	(5,609)	(4,000)	386,739
2051	7,515,832	50.000	373,913	22,435	(5,609)	(4,000)	386,739
2052	7,966,782	50.000	396,347	23,781	(5,945)	(4,000)	410,183
2053	7,966,782	50.000	396,347	23,781	(5,945)	(4,000)	410,183
2054	8,444,789	50.000	420,128	25,208	(6,302)	(4,000)	435,034
2055	8,444,789	50.000	420,128	25,208	(6,302)	(4,000)	435,034
2056	8,951,476	50.000	445,336	26,720	(6,680)	(4,000)	461,376
2057	8,951,476	50.000	445,336	26,720	(6,680)	(4,000)	461,376
2058	9,488,565	50.000	472,056	28,323	(7,081)	(4,000)	489,299
2059	9,488,565	0.000	0	0	0	0	0
2060	10,057,879	0.000	0	0	0	0	0
2061	10,057,879	0.000	0	0	0	0	0
2062	10,661,351	0.000	0	0	0	0	0
2063	10,661,351	0.000	0	0	0	0	0
2064	11,301,032	0.000	0	0	0	0	0
2065	11,301,032	0.000	0	0	0	0	0
2066	11,979,094	0.000	0	0	0	0	0
2067	11,979,094	0.000	0	0	0	0	0
2068	12,697,840	0.000	0	0	0	0	0
Total			9,424,712	565,483	(141,371)	(120,000)	9,728,825

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HOWARD RANCH METROPOLITAN DISTRICT
Senior Debt Service

	Total	Net Debt Service	Senior Surplus Fund			Ratio Analysis	
		Series 2028					
	Revenue Available for Debt Service	Dated: 12/1/28 Par: $3,579,000 Proj: $2,884,553	Annual Surplus	Cumulative Balance $357,900 Max	Released Revenue	Senior Debt to Assessed Value	Debt Service Coverage
2023	0						
2024	0						
2025	0						
2026	0						
2027	0						
2028	0	0	0	0	0	0%	n/a
2029	181,120	134,213	46,908	46,908	0	101%	135%
2030	214,186	178,950	35,236	82,144	0	85%	120%
2031	214,186	178,950	35,236	117,381	0	85%	120%
2032	227,278	178,950	48,328	165,709	0	80%	127%
2033	227,278	178,950	48,328	214,036	0	80%	127%
2034	241,154	184,950	56,204	270,240	0	76%	130%
2035	241,154	184,650	56,504	326,745	0	76%	131%
2036	255,864	196,350	59,514	357,900	28,358	71%	130%
2037	255,864	196,450	59,414	357,900	59,414	71%	130%
2038	271,455	208,500	62,955	357,900	62,955	67%	130%
2039	271,455	207,900	63,555	357,900	63,555	66%	131%
2040	287,983	221,250	66,733	357,900	66,733	62%	130%
2041	287,983	220,850	67,133	357,900	67,133	61%	130%
2042	305,502	234,350	71,152	357,900	71,152	57%	130%
2043	305,502	234,050	71,452	357,900	71,452	55%	131%
2044	324,072	248,600	75,472	357,900	75,472	51%	130%
2045	324,072	249,250	74,822	357,900	74,822	50%	130%
2046	343,756	263,650	80,106	357,900	80,106	46%	130%
2047	343,756	264,100	79,656	357,900	79,656	44%	130%
2048	364,621	280,250	84,371	357,900	84,371	40%	130%
2049	364,621	280,300	84,321	357,900	84,321	38%	130%
2050	386,739	297,000	89,739	357,900	89,739	34%	130%
2051	386,739	296,500	90,239	357,900	90,239	32%	130%
2052	410,183	314,600	95,583	357,900	95,583	28%	130%
2053	410,183	315,350	94,833	357,900	94,833	25%	130%
2054	435,034	334,550	100,484	357,900	100,484	21%	130%
2055	435,034	334,250	100,784	357,900	100,784	18%	130%
2056	461,376	354,350	107,026	357,900	107,026	14%	130%
2057	461,376	354,800	106,576	357,900	106,576	11%	130%
2058	489,299	375,371	113,928	0	471,828	7%	130%
2059	0	0	0	0	0	0%	n/a
2060	0	0	0	0	0	0%	n/a
2061	0	0	0	0	0	0%	n/a
2062	0	0	0	0	0	0%	n/a
2063	0	0	0	0	0	0%	n/a
2064	0	0	0	0	0	0%	n/a
2065	0	0	0	0	0	0%	n/a
2066	0	0	0	0	0	0%	n/a
2067	0	0	0	0	0	0%	n/a
2068	0	0	0	0	0	0%	n/a
Total	9,728,825	7,502,233	2,226,591		2,226,591		

HOWARD RANCH METROPOLITAN DISTRICT
Operations Projection

	Total	Operations Revenue				Total	Total Mills
	Assessed Value in Collection Year (2-year lag)	Operations Mill Levy 10.000 Target	Ops Mill Levy Collections 99.5%	Specific Ownership Taxes 6.00%	County Treasurer Fee 1.50%	Revenue Available for Operations	Total District Mills
2023	0	0.000	0	0	0	0	0.000
2024	0	0.000	0	0	0	0	0.000
2025	0	0.000	0	0	0	0	0.000
2026	0	0.000	0	0	0	0	0.000
2027	593,580	0.000	0	0	0	0	0.000
2028	2,200,489	0.000	0	0	0	0	0.000
2029	3,560,780	10.000	35,430	2,126	(563)	36,992	60.000
2030	4,196,801	10.000	41,758	2,505	(664)	43,600	60.000
2031	4,196,801	10.000	41,758	2,505	(664)	43,600	60.000
2032	4,448,609	10.000	44,264	2,656	(704)	46,216	60.000
2033	4,448,609	10.000	44,264	2,656	(704)	46,216	60.000
2034	4,715,526	10.000	46,919	2,815	(746)	48,989	60.000
2035	4,715,526	10.000	46,919	2,815	(746)	48,989	60.000
2036	4,998,458	10.000	49,735	2,984	(791)	51,928	60.000
2037	4,998,458	10.000	49,735	2,984	(791)	51,928	60.000
2038	5,298,365	10.000	52,719	3,163	(838)	55,044	60.000
2039	5,298,365	10.000	52,719	3,163	(838)	55,044	60.000
2040	5,616,267	10.000	55,882	3,353	(889)	58,346	60.000
2041	5,616,267	10.000	55,882	3,353	(889)	58,346	60.000
2042	5,953,243	10.000	59,235	3,554	(942)	61,847	60.000
2043	5,953,243	10.000	59,235	3,554	(942)	61,847	60.000
2044	6,310,437	10.000	62,789	3,767	(998)	65,558	60.000
2045	6,310,437	10.000	62,789	3,767	(998)	65,558	60.000
2046	6,689,064	10.000	66,556	3,993	(1,058)	69,491	60.000
2047	6,689,064	10.000	66,556	3,993	(1,058)	69,491	60.000
2048	7,090,408	10.000	70,550	4,233	(1,122)	73,661	60.000
2049	7,090,408	10.000	70,550	4,233	(1,122)	73,661	60.000
2050	7,515,832	10.000	74,783	4,487	(1,189)	78,080	60.000
2051	7,515,832	10.000	74,783	4,487	(1,189)	78,080	60.000
2052	7,966,782	10.000	79,269	4,756	(1,260)	82,765	60.000
2053	7,966,782	10.000	79,269	4,756	(1,260)	82,765	60.000
2054	8,444,789	10.000	84,026	5,042	(1,336)	87,731	60.000
2055	8,444,789	10.000	84,026	5,042	(1,336)	87,731	60.000
2056	8,951,476	10.000	89,067	5,344	(1,416)	92,995	60.000
2057	8,951,476	10.000	89,067	5,344	(1,416)	92,995	60.000
2058	9,488,565	10.000	94,411	5,665	(1,501)	98,575	60.000
2059	9,488,565	10.000	94,411	5,665	(1,501)	98,575	10.000
2060	10,057,879	10.000	100,076	6,005	(1,591)	104,489	10.000
2061	10,057,879	10.000	100,076	6,005	(1,591)	104,489	10.000
2062	10,661,351	10.000	106,080	6,365	(1,687)	110,759	10.000
2063	10,661,351	10.000	106,080	6,365	(1,687)	110,759	10.000
2064	11,301,032	10.000	112,445	6,747	(1,788)	117,404	10.000
2065	11,301,032	10.000	112,445	6,747	(1,788)	117,404	10.000
2066	11,979,094	10.000	119,192	7,152	(1,895)	124,448	10.000
2067	11,979,094	10.000	119,192	7,152	(1,895)	124,448	10.000
2068	12,697,840	10.000	126,344	7,581	(2,009)	131,915	10.000
Total			2,981,284	178,877	(47,402)	3,112,759	

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HOWARD RANCH METROPOLITAN DISTRICT

ARI Projection

	Total	Arvada Regional Infrastructure (ARI)				Total	Total Mills
	Assessed Value in Collection Year (2-year lag)	ARI Mill Levy	ARI Mill Levy Collections at 99.5%	Specific Ownership Taxes 6.00%	County Treasurer Fee 1.50%	Revenue Avail. for ARI	Total District Mills + ARI Mills
2023		0.000					
2024		0.000					
2025	0	0.000	0	0	0	0	0.000
2026	0	0.000	0	0	0	0	0.000
2027	593,580	0.000	0	0	0	0	0.000
2028	2,200,489	0.000	0	0	0	0	0.000
2029	3,560,780	1.000	3,543	213	(53)	3,702	61.000
2030	4,196,801	1.000	4,176	251	(63)	4,364	61.000
2031	4,196,801	1.000	4,176	251	(63)	4,364	61.000
2032	4,448,609	1.000	4,426	266	(66)	4,626	61.000
2033	4,448,609	1.000	4,426	266	(66)	4,626	61.000
2034	4,715,526	1.000	4,692	282	(70)	4,903	61.000
2035	4,715,526	1.000	4,692	282	(70)	4,903	61.000
2036	4,998,458	1.000	4,973	298	(75)	5,197	61.000
2037	4,998,458	1.000	4,973	298	(75)	5,197	61.000
2038	5,298,365	1.000	5,272	316	(79)	5,509	61.000
2039	5,298,365	1.000	5,272	316	(79)	5,509	61.000
2040	5,616,267	1.000	5,588	335	(84)	5,840	61.000
2041	5,616,267	1.000	5,588	335	(84)	5,840	61.000
2042	5,953,243	1.000	5,923	355	(89)	6,190	61.000
2043	5,953,243	1.000	5,923	355	(89)	6,190	61.000
2044	6,310,437	1.000	6,279	377	(94)	6,561	61.000
2045	6,310,437	1.000	6,279	377	(94)	6,561	61.000
2046	6,689,064	1.000	6,656	399	(100)	6,955	61.000
2047	6,689,064	1.000	6,656	399	(100)	6,955	61.000
2048	7,090,408	1.000	7,055	423	(106)	7,372	61.000
2049	7,090,408	5.000	35,275	2,116	(529)	36,862	65.000
2050	7,515,832	5.000	37,391	2,243	(561)	39,074	65.000
2051	7,515,832	5.000	37,391	2,243	(561)	39,074	65.000
2052	7,966,782	5.000	39,635	2,378	(595)	41,418	65.000
2053	7,966,782	5.000	39,635	2,378	(595)	41,418	65.000
2054	8,444,789	5.000	42,013	2,521	(630)	43,903	65.000
2055	8,444,789	5.000	42,013	2,521	(630)	43,903	65.000
2056	8,951,476	5.000	44,534	2,672	(668)	46,538	65.000
2057	8,951,476	5.000	44,534	2,672	(668)	46,538	65.000
2058	9,488,565	5.000	47,206	2,832	(708)	49,330	65.000
2059	9,488,565	50.000	472,056	28,323	(7,081)	493,299	60.000
2060	10,057,879	50.000	500,379	30,023	(7,506)	522,897	60.000
2061	10,057,879	50.000	500,379	30,023	(7,506)	522,897	60.000
2062	10,661,351	50.000	530,402	31,824	(7,956)	554,270	60.000
2063	10,661,351	50.000	530,402	31,824	(7,956)	554,270	60.000
2064	11,301,032	50.000	562,226	33,734	(8,433)	587,527	60.000
2065	11,301,032	50.000	562,226	33,734	(8,433)	587,527	60.000
2066	11,979,094	50.000	595,960	35,758	(8,939)	622,778	60.000
2067	11,979,094	50.000	595,960	35,758	(8,939)	622,778	60.000
2068	12,697,840	50.000	631,718	37,903	(9,476)	660,145	60.000
Total			5,997,904	359,874	(89,969)	6,267,810	

SOURCES AND USES OF FUNDS

HOWARD RANCH METROPOLITAN DISTRICT
JEFFERSON COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2028
50.000 (target) Mills
Non-Rated, 130x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)
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Dated Date	12/01/2028
Delivery Date	12/01/2028

Sources:	
Bond Proceeds:	
Par Amount	3,579,000.00
	3,579,000.00
Uses:	
Project Fund Deposits:	
Project Fund	2,884,553.33
Other Fund Deposits:	
Capitalized Interest Fund	44,737.50
Debt Service Reserve Fund	328,129.17
	372,866.67
Cost of Issuance:	
Other Cost of Issuance	250,000.00
Delivery Date Expenses:	
Underwriter's Discount	71,580.00
	3,579,000.00

BOND SUMMARY STATISTICS

HOWARD RANCH METROPOLITAN DISTRICT
JEFFERSON COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2028
50.000 (target) Mills
Non-Rated, 130x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)
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Dated Date	12/01/2028
Delivery Date	12/01/2028
First Coupon	06/01/2029
Last Maturity	12/01/2058
Arbitrage Yield	5.000000%
True Interest Cost (TIC)	5.148847%
Net Interest Cost (NIC)	5.000000%
All-In TIC	5.705482%
Average Coupon	5.000000%
Average Life (years)	24.007
Weighted Average Maturity (years)	24.007
Duration of Issue (years)	13.859
Par Amount	3,579,000.00
Bond Proceeds	3,579,000.00
Total Interest	4,296,100.00
Net Interest	4,367,680.00
Bond Years from Dated Date	85,922,000.00
Bond Years from Delivery Date	85,922,000.00
Total Debt Service	7,875,100.00
Maximum Annual Debt Service	703,500.00
Average Annual Debt Service	262,503.33
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 2058	3,579,000.00	100.000	5.000%	24.007	12/03/2052	5,547.45
	3,579,000.00			24.007		5,547.45

	TIC	All-In TIC	Arbitrage Yield
Par Value	3,579,000.00	3,579,000.00	3,579,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-71,580.00	-71,580.00	
- Cost of Issuance Expense		-250,000.00	
- Other Amounts			
Target Value	3,507,420.00	3,257,420.00	3,579,000.00
Target Date	12/01/2028	12/01/2028	12/01/2028
Yield	5.148847%	5.705482%	5.000000%

BOND DEBT SERVICE

HOWARD RANCH METROPOLITAN DISTRICT
JEFFERSON COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2028
50.000 (target) Mills
Non-Rated, 130x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)
~~~~

Dated Date	12/01/2028
Delivery Date	12/01/2028

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2029			89,475.00	89,475.00	
12/01/2029			89,475.00	89,475.00	178,950.00
06/01/2030			89,475.00	89,475.00	
12/01/2030			89,475.00	89,475.00	178,950.00
06/01/2031			89,475.00	89,475.00	
12/01/2031			89,475.00	89,475.00	178,950.00
06/01/2032			89,475.00	89,475.00	
12/01/2032			89,475.00	89,475.00	178,950.00
06/01/2033			89,475.00	89,475.00	
12/01/2033			89,475.00	89,475.00	178,950.00
06/01/2034			89,475.00	89,475.00	
12/01/2034	6,000.00	5.000%	89,475.00	95,475.00	184,950.00
06/01/2035			89,325.00	89,325.00	
12/01/2035	6,000.00	5.000%	89,325.00	95,325.00	184,650.00
06/01/2036			89,175.00	89,175.00	
12/01/2036	18,000.00	5.000%	89,175.00	107,175.00	196,350.00
06/01/2037			88,725.00	88,725.00	
12/01/2037	19,000.00	5.000%	88,725.00	107,725.00	196,450.00
06/01/2038			88,250.00	88,250.00	
12/01/2038	32,000.00	5.000%	88,250.00	120,250.00	208,500.00
06/01/2039			87,450.00	87,450.00	
12/01/2039	33,000.00	5.000%	87,450.00	120,450.00	207,900.00
06/01/2040			86,625.00	86,625.00	
12/01/2040	48,000.00	5.000%	86,625.00	134,625.00	221,250.00
06/01/2041			85,425.00	85,425.00	
12/01/2041	50,000.00	5.000%	85,425.00	135,425.00	220,850.00
06/01/2042			84,175.00	84,175.00	
12/01/2042	66,000.00	5.000%	84,175.00	150,175.00	234,350.00
06/01/2043			82,525.00	82,525.00	
12/01/2043	69,000.00	5.000%	82,525.00	151,525.00	234,050.00
06/01/2044			80,800.00	80,800.00	
12/01/2044	87,000.00	5.000%	80,800.00	167,800.00	248,600.00
06/01/2045			78,625.00	78,625.00	
12/01/2045	92,000.00	5.000%	78,625.00	170,625.00	249,250.00
06/01/2046			76,325.00	76,325.00	
12/01/2046	111,000.00	5.000%	76,325.00	187,325.00	263,650.00
06/01/2047			73,550.00	73,550.00	
12/01/2047	117,000.00	5.000%	73,550.00	190,550.00	264,100.00
06/01/2048			70,625.00	70,625.00	
12/01/2048	139,000.00	5.000%	70,625.00	209,625.00	280,250.00
06/01/2049			67,150.00	67,150.00	
12/01/2049	146,000.00	5.000%	67,150.00	213,150.00	280,300.00
06/01/2050			63,500.00	63,500.00	
12/01/2050	170,000.00	5.000%	63,500.00	233,500.00	297,000.00
06/01/2051			59,250.00	59,250.00	
12/01/2051	178,000.00	5.000%	59,250.00	237,250.00	296,500.00
06/01/2052			54,800.00	54,800.00	
12/01/2052	205,000.00	5.000%	54,800.00	259,800.00	314,600.00
06/01/2053			49,675.00	49,675.00	
12/01/2053	216,000.00	5.000%	49,675.00	265,675.00	315,350.00
06/01/2054			44,275.00	44,275.00	
12/01/2054	246,000.00	5.000%	44,275.00	290,275.00	334,550.00
06/01/2055			38,125.00	38,125.00	
12/01/2055	258,000.00	5.000%	38,125.00	296,125.00	334,250.00
06/01/2056			31,675.00	31,675.00	
12/01/2056	291,000.00	5.000%	31,675.00	322,675.00	354,350.00
06/01/2057			24,400.00	24,400.00	
12/01/2057	306,000.00	5.000%	24,400.00	330,400.00	354,800.00
06/01/2058			16,750.00	16,750.00	
12/01/2058	670,000.00	5.000%	16,750.00	686,750.00	703,500.00
	3,579,000.00		4,296,100.00	7,875,100.00	7,875,100.00
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D|A DAVIDSON
FIXED INCOME CAPITAL MARKETS

NET DEBT SERVICE

HOWARD RANCH METROPOLITAN DISTRICT
JEFFERSON COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2028
50.000 (target) Mills
Non-Rated, 130x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)
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Period Ending	Principal	Interest	Total Debt Service	Debt Service Reserve Fund	Capitalized Interest Fund	Net Debt Service
12/01/2029		178,950.00	178,950.00		44,737.50	134,212.50
12/01/2030		178,950.00	178,950.00			178,950.00
12/01/2031		178,950.00	178,950.00			178,950.00
12/01/2032		178,950.00	178,950.00			178,950.00
12/01/2033		178,950.00	178,950.00			178,950.00
12/01/2034	6,000.00	178,950.00	184,950.00			184,950.00
12/01/2035	6,000.00	178,650.00	184,650.00			184,650.00
12/01/2036	18,000.00	178,350.00	196,350.00			196,350.00
12/01/2037	19,000.00	177,450.00	196,450.00			196,450.00
12/01/2038	32,000.00	176,500.00	208,500.00			208,500.00
12/01/2039	33,000.00	174,900.00	207,900.00			207,900.00
12/01/2040	48,000.00	173,250.00	221,250.00			221,250.00
12/01/2041	50,000.00	170,850.00	220,850.00			220,850.00
12/01/2042	66,000.00	168,350.00	234,350.00			234,350.00
12/01/2043	69,000.00	165,050.00	234,050.00			234,050.00
12/01/2044	87,000.00	161,600.00	248,600.00			248,600.00
12/01/2045	92,000.00	157,250.00	249,250.00			249,250.00
12/01/2046	111,000.00	152,650.00	263,650.00			263,650.00
12/01/2047	117,000.00	147,100.00	264,100.00			264,100.00
12/01/2048	139,000.00	141,250.00	280,250.00			280,250.00
12/01/2049	146,000.00	134,300.00	280,300.00			280,300.00
12/01/2050	170,000.00	127,000.00	297,000.00			297,000.00
12/01/2051	178,000.00	118,500.00	296,500.00			296,500.00
12/01/2052	205,000.00	109,600.00	314,600.00			314,600.00
12/01/2053	216,000.00	99,350.00	315,350.00			315,350.00
12/01/2054	246,000.00	88,550.00	334,550.00			334,550.00
12/01/2055	258,000.00	76,250.00	334,250.00			334,250.00
12/01/2056	291,000.00	63,350.00	354,350.00			354,350.00
12/01/2057	306,000.00	48,800.00	354,800.00			354,800.00
12/01/2058	670,000.00	33,500.00	703,500.00	328,129.17		375,370.83
	3,579,000.00	4,296,100.00	7,875,100.00	328,129.17	44,737.50	7,502,233.33
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BOND SOLUTION

HOWARD RANCH METROPOLITAN DISTRICT
JEFFERSON COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2028
50.000 (target) Mills
Non-Rated, 130x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)
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Period Ending	Proposed Principal	Proposed Debt Service	Debt Service Adjustments	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Service Coverage
12/01/2029		178,950	-44,738	134,213	181,120	46,908	134.95%
12/01/2030		178,950		178,950	214,186	35,236	119.69%
12/01/2031		178,950		178,950	214,186	35,236	119.69%
12/01/2032		178,950		178,950	227,278	48,328	127.01%
12/01/2033		178,950		178,950	227,278	48,328	127.01%
12/01/2034	6,000	184,950		184,950	241,154	56,204	130.39%
12/01/2035	6,000	184,650		184,650	241,154	56,504	130.60%
12/01/2036	18,000	196,350		196,350	255,864	59,514	130.31%
12/01/2037	19,000	196,450		196,450	255,864	59,414	130.24%
12/01/2038	32,000	208,500		208,500	271,455	62,955	130.19%
12/01/2039	33,000	207,900		207,900	271,455	63,555	130.57%
12/01/2040	48,000	221,250		221,250	287,983	66,733	130.16%
12/01/2041	50,000	220,850		220,850	287,983	67,133	130.40%
12/01/2042	66,000	234,350		234,350	305,502	71,152	130.36%
12/01/2043	69,000	234,050		234,050	305,502	71,452	130.53%
12/01/2044	87,000	248,600		248,600	324,072	75,472	130.36%
12/01/2045	92,000	249,250		249,250	324,072	74,822	130.02%
12/01/2046	111,000	263,650		263,650	343,756	80,106	130.38%
12/01/2047	117,000	264,100		264,100	343,756	79,656	130.16%
12/01/2048	139,000	280,250		280,250	364,621	84,371	130.11%
12/01/2049	146,000	280,300		280,300	364,621	84,321	130.08%
12/01/2050	170,000	297,000		297,000	386,739	89,739	130.22%
12/01/2051	178,000	296,500		296,500	386,739	90,239	130.43%
12/01/2052	205,000	314,600		314,600	410,183	95,583	130.38%
12/01/2053	216,000	315,350		315,350	410,183	94,833	130.07%
12/01/2054	246,000	334,550		334,550	435,034	100,484	130.04%
12/01/2055	258,000	334,250		334,250	435,034	100,784	130.15%
12/01/2056	291,000	354,350		354,350	461,376	107,026	130.20%
12/01/2057	306,000	354,800		354,800	461,376	106,576	130.04%
12/01/2058	670,000	703,500	-328,129	375,371	489,299	113,928	130.35%
	3,579,000	7,875,100	-372,867	7,502,233	9,728,825	2,226,591	
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SEPTEMBER 2, 2025

HOWARD RANCH METROPOLITAN DISTRICT

PRESENTED BY

Matt Ruhland, Cockrel Ela Glesne Greher & Ruhland, P.C.

OVERVIEW

1. Howard Ranch Development
2. Community Engagement
3. General Purpose of Metropolitan Districts
4. Statutory Protections
5. Howard Ranch Service Plan Protections
6. Howard Ranch Metropolitan District:
   - A. Single-District Structure
   - B. Powers
   - C. Limitations
   - D. Financials
7. Conclusion

CEGR LAW

1. PROPOSED HOWARD RANCH DEVELOPMENT

- **Acreage and Location**: 13.11 acres of acres of undeveloped land within the City and Jefferson County generally located along the south side of West 64th Ave. and the north side of Hyatt Lake.
- **Developer**: RedT Homes, a Colorado-based company committed to building neighborhoods that are sustainable, financially sound, and community-centered.
- **Key features**:
  - 54-home community;
  - LEED Gold standards or higher, making this one of the City's greenest residential communities;
  - Renewable energy systems in every home;
  - Water-saving landscaping and fixtures;
  - Community amenities; and
  - 2 acres of open space, including trails and a natural buffer along the Croke Canal and Hyatt Lake.

CEGR LAW

2. COMMUNITY ENGAGEMENT

- Extensive outreach, including hosting two meetings with nearby HOAs, five large neighborhood town halls, and numerous one-on-one discussions with local residents.
- Launched a dedicated Howard Ranch project website to gather input. This grassroots engagement led to tangible changes: reduction of density by 22%, increased open space, and improved traffic access.
- Seven Iterations of the Development Plan
  - Applicant revised the Howard Ranch development plan 7 times in response to concerns from neighbors, the Planning Commission, and City Council.
- Good Neighbor Agreement
  - Applicant entered into a Good Neighbor Agreement that includes the following commitments :
    - Planting nearly 4,000 trees in Arvada (partnering with the City's Tree City USA program); and
    - Removing invasive species on the Howard Ranch site.

CEGR LAW

3. GENERAL PURPOSE OF METROPOLITAN DISTRICTS

- Finance & construct public improvements
- Provide ongoing operations & maintenance
- Covenant enforcement authority
- Power of eminent domain (typically only with consent)
- Ability to levy taxes, fees, & charges

Provision of Key Services

- Parks, recreation, sanitation, street improvements, transportation, and water/wastewater services

4. STATUTORY PROTECTIONS

- In the 1980s, Colorado's financial struggles pushed lawmakers to reform the Special District Act.
- The key reform: Section 32-1-1101(6), C.R.S., restricting how metro districts can issue debt.
- Since then, the Special District Act has continued to evolve, ensuring metropolitan districts remain accountable and transparent.

Why It Matters

- These protections safeguard residents against excessive taxes while ensuring transparency and responsible governance.

CEGR LAW

4. STATUTORY PROTECTIONS

ENSURING TRANSPARENCY

- Must hold open meetings with due notice to members of the public, pursuant to Section 24-6-402, C.R.S.
- Must maintain minutes of all meetings and other records for public inspection, pursuant to Section 32-1-902, C.R.S.
- Must hold regular elections for the governing board of directors, pursuant to Section 32-1-103, C.R.S.
- Must adopt annual budgets, pursuant to Section 29-1-103, C.R.S.
- Must submit to annual financial audits (certain exemptions exist), pursuant to Section 29-1-606, C.R.S.
- Must provide annual transparency notice to all eligible electors of the metropolitan district, in accordance with Section 32-1-809, C.R.S.
- Metropolitan districts that have residential units within their boundaries shall conduct an annual meeting, in accordance with Section 32-1-903(6), C.R.S., to provide (1) a presentation on the status of public improvements and outstanding bonds, (2) review unaudited financial statements and (3) an opportunity for members of the public to ask questions about the metropolitan district.
- Must record a special district public disclosure documents and map, pursuant to Section 32-1-104.8, C.R.S.
- Must submit an annual report to the City no later than October 1 each year, pursuant to Section 32-1-207(3)(c), C.R.S.

CEGR LAW

5. HOWARD RANCH METROPOLITAN DISTRICT SERVICE PLAN PROTECTIONS

- Disclosure requirements, including:
  - The District shall record a separate notice against all property located within the District and such notice shall substantially comply with the Model Notice included in the Service Plan.
  - Additionally, the Service Plan sets forth that the District anticipates that signage will be installed within the District boundaries, notifying prospective homebuyers that the property is located within a metropolitan district and providing information regarding the District’s website.
  - Statutory mandated disclosure by all sellers to property purchasers to ensure every buyer understands: (i) the District’s purpose and existence and (ii) the associated financial obligations before purchasing a home.

5. HOWARD RANCH METROPOLITAN DISTRICT SERVICE PLAN PROTECTIONS

- Financial safeguards, including:
  - Debt and Operations and Maintenance mill levy caps.
  - Maximum Debt Mill Levy Imposition Term.
  - Prior to the issuance of any privately placed Debt, the District shall obtain and provide the City with the certification of an External Financial Advisor regarding reasonableness of the issuance terms.
  - Prohibition on capital-related fees being passed through to End Users.
  - Mandatory independent certification by a third-party fee advisor related to imposition of any fees by the District.

CEGR LAW

6A. SINGLE DISTRICT STRUCTURE

- Developments typically utilize either a single-district or a multi-district structure. The proposed District will use a single-district structure. This structure offers many benefits, including:
  - Faster Board transition to resident control.
    - Homeowners are able to run for the Board at the first regular election to occur after they move into the District.
    - No delays or layers of outside control from a separate “control” district.
    - Residents have more influence over decisions impacting their community.
  - Centralized governance.

6B. HOWARD RANCH METROPOLITAN DISTRICT POWERS

- The District shall have all of the powers of a metropolitan district described in Sections 32-1-1001 and 32-1-1004, C.R.S., subject to the limitation outlined in the Service Plan.
- The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements.
- If set forth in an intergovernmental agreement with the City, the District shall be authorized to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity.
- The District shall have the power to borrow money, incur indebtedness and to issue bonds.

6C. HOWARD RANCH METROPOLITAN DISTRICT LIMITATIONS

- The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, own, operate or maintain fire protection or television relay and translation facilities and services.
- The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.
- The District shall not include within its boundaries any property outside the Service Area or exclude any property from its boundaries without the prior written consent of the City
- The District shall be authorized to utilize the power of eminent domain only with the consent of the City and in accordance with the Intergovernmental Agreement.

6D. HOWARD RANCH METROPOLITAN DISTRICT FINANCIALS

- Estimated Public Improvements cost: $5.34M
- Debt limit: $3.6M (40-year max term)
- Projected repayment: 30 years
- Debt Mill Levy cap: 50 mills
- Aggregate cap: 60 mills

- **Regional Improvements Mill Levy**
- Over 40 years, projected to generate $5.99M dedicated to regional infrastructure, with oversight retained by the City.

7. CONCLUSION

Formation of the Howard Ranch Metropolitan District is essential to deliver the infrastructure for a sustainable, affordable, and vibrant community. This project expands the City's housing diversity, tax base, and long-term economic vitality.

Thank you for your time and consideration and we are available for any questions you may have on the proposed Howard Ranch Metropolitan District and Service Plan.

CEGR LAW

THANK YOU

CONTACT

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CITY OF ARVADA

REPORT FROM CITY COUNCIL	AGENDA ITEM 12.A.

DATE: September 2, 2025

SUBJECT: Council Committee Reports

Report in Brief

City Council members are appointed to various committees and boards as set out on the attached listing. As meetings are held, individual council members will report back to the full City Council any relevant discussions and issues that occurred.

Prepared by:
Chris Koch, CCO Admin

Lauren Simpson	Arvada City Attorney Committee Arvada Municipal Court/Judicial Committee Arvada Urban Renewal Authority Arvada Visitors Center Committee *Metro Mayors' Caucus Urban Drainage and Flood Control District West Connect Coalition E-470 Authority (Alternate)
Randy Moorman	Arvada Audit Committee Arvada Center for the Arts and Humanities Arvada Sustainability Committee CML Policy Committee Jefferson Parkway Public Highway Authority Northwest Parkway Authority (Alternate)
Shawna Ambrose	Adams County Regional Economic Partnership (ACREP) Arvada Audit Committee Bond Oversight Committee CML Policy Committee Housing Advisory Committee Jefferson County R-1 Schools Coordinating Committee Arvada Visitors Center Committee (Alternate) Olde Town Business Improvement (BID) (Alternate)

Sharon Davis	Apex Coordinating Committee Arvada Municipal Court/Judicial Committee Denver Regional Council of Governments (DRCOG) Jefferson County Community Corrections Board Jefferson Economic Development Council (JDEC) Jeffco Transportation Action & Advisory Group (JEFFTAAG) E-470 Authority (Alternate)
Bob Fifer	Arvada City Attorney Committee Arvada Fire Protection District Coordinating Committee Arvada Transportation Committee Jefferson Parkway Public Highway Authority Smart City Advisory Committee Northwest Parkway Authority (Alternate)
John Marriott	Arvada Economic Development Association Board Bond Oversight Committee Olde Town Business Improvement (BID)
Brad Rupert	Arvada Chamber of Commerce Government Affairs Committee Arvada Fire Protection District Coordinating Committee Jefferson County R-1 Schools Coordinating Committee Smart City Advisory Committee Adams County Regional Economic Partnership (ACREP) (Alternate) Denver Regional Council of Governments (DRCOG) (Alternate) Jeffco Transportation Action & Advisory Group (JEFFTAAG) (Alternate) Jefferson County Community Corrections Board (Alternate) West Connect Coalition (Alternate)

*asterisked committees are not appointed by Council

CITY OF ARVADA

REPORT TO CITY COUNCIL	AGENDA ITEM 13.A.

TO: THE HONORABLE CITY COUNCIL DATE: September 2, 2025

SUBJECT: Review of Future Workshops and Presentations

Report in Brief

The City Manager's Office maintains a list of upcoming workshops and presentations to be scheduled for City Council meetings. During City Manager Reports, at the end of City Council business meetings, City Manager Don Wick, will review with City Council the tentative schedule and make any adjustments necessary.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Rachel Morris, City Attorney	08/12/2025
Linda Haley, Deputy City Manager	08/13/2025
Don Wick, City Manager	08/14/2025

Enclosure, exhibits & attachments required to support the report

2025 CITY COUNCIL WORKSHOPS, STUDY SESSIONS, PRESENTATIONS AND RETREATS (TENTATIVE)

WORKSHOPS	Date	Lead
Metro Water Recovery	**Sept 9**	INFRA
Boards and Commissions	**Sept 9**	Legal
Certified Local Government (CLG) Discussion and Consideration (Tentative)	**Sept 23**	CED
Budget Workshop	**Sept 23**	Fin
Budget Workshop	**Oct 14**	Fin
Waste Diversion Action Plan	**Oct 28**	INFRA
Comp Plan Update	**Dec 9**	CED
Infrastructure Annual Report (Tentative)	**Dec 9**	INFRA
End of Year City Council Strategic Plan Update	**Jan 13 (2026)**	CMO
Climate Action Plan The City team and consultants will be providing an update on the draft Climate Action and Sustainability Plan. We will be seeking input from the Council on direction and priorities to include in the final plan we intend to bring forward for adoption in January.	**Jan 27**	INFRA
	Feb 10	
	Feb 24	
	Mar 10	
Annual Update for City Attorney's Office	**Apr 14**	CAO
Annual Update for Municipal Court	**Apr 14**	MC
Building Code Update	**TBD**	CED
Sidewalk Assistance (formerly 50/50 program)	**TBD**	INFRA
Parks Master Plan	**TBD**	VCN
Storm Water (After the Election)	**TBD**	INFRA
ADA Transition Plan Updates	**TBD**	INFRA
Pavement Program	**TBD**	INFRA
PRESENTATIONS		
STUDY SESSIONS		
Legislative Update: Accessory Dwelling Unit (ADU)	**Sept 9**	CED
City Expenditures, BID and Chamber funding	**TBD**	Finance
Waste Diversion Plan	**TBD**	INFRA
COUNCIL JOINT MEETINGS/DINNERS:		

Denver Water Board Apex Board AURA Board Arvada Center Board–Per Coop Agreement - Annually after October 1 of each year Jefferson Parkway Meeting with Jeffco and Broomfield Council Annual Retreat		