City of Arvada
City Council Agenda
SEPTEMBER 1, 2026

Councilmembers:
Lauren Simpson, Mayor
Randy Moorman, Mayor Pro-Tem
Shawna Ambrose, District 2
Sharon Davis, At large
Bob Fifer, District 4
Michael P. Griffith, At large
Rebecka Lovisone, District 3

Staff Members Usually Present:
Don Wick, City Manager
Linda Haley, Deputy City Manager
Allison Scheck, 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 the criteria for decision-making and application of criteria for the Proposed Service Plan for the Scenic Heights West Metropolitan District.

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 Davis

3. Roll Call of Councilmembers

4. Approval of Minutes
   A. August 18, 2026 City Council Meeting

5. Recognitions and Communications
   A. Proclamation for National Co-Responder Week - Presented by Councilmember Fifer
   B. Proclamation for National Service Dog Month - Presented by Mayor Pro Tem Moorman

6. Presentations - None

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

8. New Business
   A. Consent Agenda
      1. R26-064, A Resolution Approving Amendment No. 1 to the Updated Employment Agreement between the City of Arvada and Rachel A. Morris as City Attorney

2. R26-065, A Resolution Approving Amendment No. 1 to the Updated Employment Agreement between the City of Arvada and Kathryn C. Kurtz as Presiding Municipal Court Judge

3. R26-066, A Resolution Approving the First Amendment to an Employment Agreement Between the City of Arvada and Don Wick as City Manager

4. R26-067, A Resolution Approving an Intergovernmental Agreement by and Between the City of Arvada and the Arvada Urban Renewal Authority to Grant Arvada an Amount Not to Exceed $300,000.00 to Create a Wildfire Early Detection System

B. Resolutions - NONE

C. Ordinances (First Reading) - NONE

9. Other

10. Public Hearings - 6:15 PM

A. R26-068, A Resolution Approving the Proposed Service Plan for the Scenic Heights West Metropolitan District

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

SUMMARY OF MINUTES OF THE MEETING OF THE ARVADA CITY COUNCIL HELD AUGUST 18, 2026

1. Executive Session – 5:30 p.m.

   A. Legal Advice, Pursuant to CRS 24-6-402(4)(b) and Instructions to Negotiators, Pursuant to CRS 24-6-402(4)(e) Relating to Foothills Animal Shelter

   Councilmember Ambrose moved to go into executive session for Legal Advice, Pursuant to CRS 24-6-402(4)(b) and Instructions to Negotiators, Pursuant to CRS 24-6-402(4)(e) Relating to Foothills Animal Shelter

   The following votes were cast on the Motion:
   Those voting Yes: Simpson, Moorman, Ambrose, Davis, Fifer, Griffith, Lovisone
   The Motion was Approved

1. Call to Order - 6:05 p.m.

2. Moment of Reflection and Pledge of Allegiance

3. Roll Call of Councilmembers

   Those Present: Mayor Lauren Simpson, Mayor Pro Tem Randy Moorman, Councilmember Shawna Ambrose, Councilmember Sharon Davis, Councilmember Bob Fifer, Councilmember Michael Griffith, Councilmember Rebecka Lovisone.

   Also Present: Don Wick, City Manager, Rachel Morris, City Attorney, Linda Haley, Deputy City Manager, Bryan Archer, Chief Financial Officer, Jacqueline Rhoades, Director of Infrastructure, Jessica Garner, Director of Community and Economic Development, Candice Svoboda, Assistant to the City Manager and Kristen Rush, City Clerk.

4. Approval of Minutes – July 7, 2026; July 14, 2026; July 21, 2026; and July 28, 2026, City Council Meetings

   The minutes stand approved.

5. Recognition and Communication -

   A. Recognition of Faith Leaders involved in Homeless Response - Homeless Resolution Program - Presented by Councilmember Ambrose

   Councilmember Ambrose read the proclamation and said that tonight, the Arvada City Council is honored to recognize Mission Arvada, Faith Church, Storyline Church, Spirit of Christ Church, Vineyard Church, and Community of Grace for their extraordinary partnership in serving unhoused Arvadans. During this past cold-weather season, the Jefferson County Cold Weather Response was activated for a total of 25 nights. Together, these faith organizations provided more than 3,000 meals during life-threatening temperatures, serving as many as 121 Arvadans on a single night. We would also like to offer thanks to Faith Church for providing 1,000 outreach bags which are key to providing dignified hygiene products to unhoused Arvadans.

Tonight's recognition does not do justice to the collaborative and holistic services the faith community provides to unhoused Arvadans and to the greater community. On behalf of the City of Arvada, we extend our deepest gratitude to Mission Arvada, Faith Church, Storyline Church, Spirit of Christ Church, Vineyard Church, Arvada United Methodist Church and Community of Grace for their dedication to our community and their unwavering care for our unhoused Arvadans.

6. Presentation –

A. 2026 Mid-Year Financial Report

Bryan Archer, Chief Financial Officer presented the 2026 mid-year financial report. This included updates on specific performance measures, an overview of the major revenue categories in the General Fund, a high-level look at the other Major Funds including: Parks, Tax Increment, Water, Wastewater, Stormwater, Solid Waste, and Golf, a review of the investment portfolio and an overview of Grants.

B. Drought Update

Jacqueline Rhodes, Director of Infrastructure, and members of the Infrastructure Team said that Colorado continues to experience a severe drought. To ensure sufficient water for our customers, and without knowing the conditions for the remainder of the season, it is necessary to conserve water in the event of a multi-year drought that continues to deplete water supplies for future years. City Council adopted a drought declaration on March 24, 2026, and the City promulgated water use restrictions to reduce water use and to preserve the City's water supply.

At this time, the City team is not moving forward with Ordinance CB26-018, which would have implemented drought surcharge pricing. The City team will monitor drought conditions and, if necessary, will bring surcharges to the City Council for consideration in Spring 2027. This action would align with a potential drought declaration extension, which would be considered when next year's water supply outlook is available.

Outdoor water use remains the primary focus, as this is where there is the greatest ability to reduce use. Overall, our City residents and businesses have responded to our request to reduce their water use. July monthly water use realized approximately 14% savings under the 5-year average water use. This reduction is inclusive of some extremely hot weather in recent days and weeks. Being the peak outdoor watering season, there is more opportunity to save, and it appears our customers are starting to adapt their water use in response to the drought. While we are not yet seeing the 20% reduction goal, the more recent trends are promising, and we would like to continue education, monitoring, and enforcement moving forward.

Drought surcharges signal to our customers the premium value of water in a drought, while exempting essential indoor water use. If reconsidered in Spring 2027, these surcharges would be effective only during times of a declared water use restriction period, and only for the duration of the declared water use restriction period. The utility billing process would be ready to support surcharge pricing beginning May 1, 2027.

C. Transportation Advisory Committee Report

Jesse Dubin, Chair, Transportation Advisory Committee (TAC), summarized its recent activities and priorities. As part of this update, the TAC also highlighted its recommendation letter on Vision Zero, which the Committee drafted to support the City's ongoing work on transportation safety. This is an informational report only; no Council action is requested at this time.

7. Public Comment

A. Rebecca Hetherington, Arvada resident, addressed council regarding the Jaycees.
B. Roslynn Budoff, Arvada resident, addressed council regarding Frontline Farming.
C. Mike Rawluk, Golden resident, addressed council regarding data centers and smart water meters.
D. Patty Shannon, Arvada resident, addressed council regarding Jeffco Traffic Memo
E. Pam Sisk, Arvada resident, addressed council regarding short term rentals.
F. Tim Hall, Arvada resident, addressed council regarding using the bible as a guide for political issues.

8. New Business

A. Consent Agenda –

1.	R26-054	A Resolution Authorizing the Expenditure of City of Arvada Human Services Funding Pool Funds for 2026 to Agencies Providing Emergency Help, Program Assistance, and Other Assistance to Arvada Citizens
2.	R26-055	A Resolution Authorizing the Issuance of a Purchase Order in the amount of $860,250.00 to Sill-TerHar Motors Inc. for the Purchase of Eighteen Ford Trucks
3.	R26-056	A Resolution Accepting an Annexation Petition, Concerning Water Treatment Plant Parcel No. 1, Finding said Petition Substantially Compliant with C.R.S. 31-12-107(1), and Setting a Public Hearing for October 6, 2026, 6:15 P.M. for City Council to Determine Whether the Area Meets the Requirements of C.R.S. 31-12-104 and 105, and is Considered Eligible for Annexation
4.	R26-057	A Resolution Accepting an Annexation Petition Concerning Water Treatment Plant Parcel No. 2, Finding said Petition Substantially Compliant with C.R.S. 31-12-107(1), and Setting a Public Hearing for October 6, 2026, 6:15 P.M. for City Council to Determine Whether the Area Meets the Requirements of C.R.S. 31-12-104 and 105, and is Considered Eligible for Annexation
5.	R26-058	A Resolution Adopting the Federal Highway Administration Safe System Approach to Inform City Plans and Actions as the City Works Toward a "Vision Zero" Goal of Eliminating Fatalities and Serious Injuries Resulting from Traffic Accidents

Councilmember Fifer moved that R26-054, A Resolution Authorizing the Expenditure of City of Arvada Human Services Funding Pool Funds for 2026 to Agencies Providing Emergency Help, Program Assistance, and Other Assistance to Arvada Citizens; R26-055, A Resolution

Authorizing the Issuance of a Purchase Order in the amount of $860,250.00 to Sill-TerHar Motors Inc. for the Purchase of Eighteen Ford Trucks; R26-056, A Resolution Accepting an Annexation Petition, Concerning Water Treatment Plant Parcel No. 1, Finding said Petition Substantially Compliant with C.R.S. 31-12-107(1), and Setting a Public Hearing for October 6, 2026, 6:15 P.M. for City Council to Determine Whether the Area Meets the Requirements of C.R.S. 31-12-104 and 105, and is Considered Eligible for Annexation; R26-057, A Resolution Accepting an Annexation Petition Concerning Water Treatment Plant Parcel No. 2, Finding said Petition Substantially Compliant with C.R.S. 31-12-107(1), and Setting a Public Hearing for October 6, 2026, 6:15 P.M. for City Council to Determine Whether the Area Meets the Requirements of C.R.S. 31-12-104 and 105, and is Considered Eligible for Annexation; R26-058, A Resolution Adopting the Federal Highway Administration Safe System Approach to Inform City Plans and Actions as the City Works Toward a "Vision Zero" Goal of Eliminating Fatalities and Serious Injuries Resulting from Traffic Accidents, be approved.

The following votes were cast on the Motion:
Those voting Yes: Simpson, Moorman, Ambrose, Davis, Fifer, Griffith, Lovisone
The Motion was Approved

B. Resolutions –

1. R26-059 A Resolution Authorizing the Assignment of the City of Arvada's Private Activity Bond Allocation to the Housing Authority of the County of Adams, State of Colorado, d/b/a Maiker Housing Partners, Pursuant to the Colorado Private Activity Bond Ceiling Allocation Act

Sam Bradley, Housing Development Specialist, reviewed this resolution with council.

Councilmember Fifer moved that R26-059, A Resolution Authorizing the Assignment of the City of Arvada's Private Activity Bond Allocation to the Housing Authority of the County of Adams, State of Colorado, d/b/a Maiker Housing Partners, Pursuant to the Colorado Private Activity Bond Ceiling Allocation Act, be approved.

The following votes were cast on the Motion:
Those voting Yes: Simpson, Moorman, Ambrose, Davis, Fifer, Griffith, Lovisone
The Motion was Approved

2. R26-060 A Resolution Declaring the Intent of the City of Arvada to Issue Revenue Bonds in Connection with Financing Residential Facilities for Low-and Middle-Income Families or Persons

Sam Bradley, Housing Development Specialist, reviewed this resolution with council.

Mayor Pro Tem Moorman moved that R26-060, A Resolution Declaring the Intent of the City of Arvada to Issue Revenue Bonds in Connection with Financing Residential Facilities for Low- and Middle-Income Families or Persons, be approved.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Fifer, Griffith, Lovisone
The Motion was Approved

3. R26-061 A Resolution Authorizing an Intergovernmental Agreement by and between Westminster Public Schools and the City of Arvada for the Activation and Operation of a Public Information Center in the Event of an Emergency

Brian Wilkerson, Emergency Manager, reviewed this resolution with council.

Councilmember Davis moved that R26-061, A Resolution Authorizing an Intergovernmental Agreement by and between Westminster Public Schools and the City of Arvada for the Activation and Operation of a Public Information Center in the Event of an Emergency, be approved.

The following votes were cast on the Motion:
Those voting Yes: Simpson, Moorman, Ambrose, Davis, Fifer, Griffith, Lovisone
The Motion was Approved

Councilmember Davis asked to be recused from R26-062 and R26-063.

Councilmember Fifer moved to recuse Councilmember Davis from R26-062 and R26-063.

The following votes were cast on the Motion:
Those voting Yes: Simpson, Moorman, Ambrose, Fifer, Griffith, Lovisone
Those Abstaining: Davis
The Motion was Approved

4. R26-062 A Resolution Pursuant to Section 2-378 of the Arvada City Code Determining that it is More Likely Than Not that a Violation of Section 2-375(10) did not Occur Because of a Technical Deficiency in the City's Adopted Code of Ethics, and Therefore Determining to Dismiss the Complaint Alleging Misconduct of Councilmember Sharon Davis

Councilmember Ambrose moved that R26-062, A Resolution Pursuant to Section 2-378 of the Arvada City Code Determining that it is More Likely Than Not that a Violation of Section 2-375(10) did not Occur Because of a Technical Deficiency in the City's Adopted Code of Ethics, and Therefore Determining to Dismiss the Complaint Alleging Misconduct of Councilmember Sharon Davis, be approved.

The following votes were cast on the Motion:
Those voting Yes: Simpson, Moorman, Ambrose, Fifer, Griffith, Lovisone
Those Abstaining: Davis
The Motion was Approved

5. R26-063 A Resolution Pursuant to Section 2-378 of the Arvada City Code Determining that it is More Likely Than Not That a Violation of Section 2-375(1) of the Arvada Code Did Occur, and Setting a Hearing Pursuant to Section 2-378(e)(2) of the Arvada Code to be Conducted Pursuant to Section 2-379 of the Code

Mayor Pro Tem Moorman moved that R26-063, A Resolution Pursuant to Section 2-378 of the Arvada City Code Determining that it is More Likely Than Not That a Violation of Section 2-375(1) of the Arvada Code Did Occur, and Setting a Hearing Pursuant to Section 2-378(e)(2) of the Arvada Code to be Conducted Pursuant to Section 2-379 of the Code, be approved.

Chirstopher Beal, spoke on behalf of Councilmember Davis

Cory Hoffman, representing council, answered questions from council.

The following votes were cast on the Motion:
Those voting Yes: Simpson, Moorman, Ambrose, Fifer, Lovisone
Those voting No: Griffith
Those Abstaining: Davis
The Motion was Approved

Councilmember Davis did not return to the Dais.

C. Ordinances (First Reading) - None

9. Other - None

10. Public Hearings –

A. CB26-018 An Ordinance Amending Section 102-182, Water Surcharges, of Chapter 102, Utilities, of the Arvada City Code (Ordinance No. 4934) (Presenter: Jacqueline Rhoades, Infrastructure Director) (Continued from June 16, 2026)

This ordinance was removed from the agenda.

11. Public Comment - Five Minute Limit – None

12. City Council Reports –

A. Councilmember Ambrose said that she took a tour of local businesses with AEDA and said that they would be welcoming a new director soon.

B. Councilmember Ambrose highlighted some events, including August 20 there will be an Art Night at Majestic View Nature Center, The Arvada Center has The Tower of Power on August 21 and Candelas Fest is this weekend. Pints and Pups is also this weekend at Colorado Taphouse. The Farmers Market is this weekend in olde town.

C. Mayor Simpson said that the Kiwanis Club is holding their Toss'n for Tots this weekend too.

D. Mayor Pro Tem Moorman said he will hold his monthly coffee chat on Friday, August 21 from 2-4 p.m. at Sweet Bloom Coffee Roasters, 7745 Wadsworth Boulevard.

13. City Manager Reports –

A. Don Wick, City Manager, reviewed the upcoming workshop and study session schedules with council.

14. City Attorney Reports –

A. Rachel Morris, City Attorney, said that she will be participating in a Podcast this week regarding public comment and public testimony and generally how people can make their voices heard with council.

15. Adjournment at 8:20 p.m.

____
Lauren Simpson, Mayor

SEAL:

____
Kristen R. Rush, City Clerk

REPORT TO CITY COUNCIL

AGENDA ITEM 5.A.

TO: THE HONORABLE CITY COUNCIL DATE: September 1, 2026

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

Report in Brief

City Council will proclaim the week of September 13-19, 2026 as National Co-Responder Week.

Commander Ron Avila will be present to accept the proclamation.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:
Toni Riebschlager, Law Office Administrator 08/10/2026
Zachary Woolweaver, Assistant City Attorney I 08/11/2026

Approved by:

Rachel Morris, City Attorney 08/12/2026
Linda Haley, Deputy City Manager 08/13/2026
Don Wick, City Manager 08/13/2026

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 13–19, 2026, 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 13-19, 2026 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 1st day of September 2026.

Lauren Simpson, Mayor

Randy Moorman, Mayor Pro Tem

Shawna Ambrose, Councilmember

Sharon Davis, Councilmember

Bob Fifer, Councilmember

Michael P. Griffith, Councilmember

Rebecka Lovisone, Councilmember

CITY OF ARVADA

REPORT TO CITY COUNCIL	AGENDA ITEM 5.B.

TO: THE HONORABLE CITY COUNCIL DATE: September 1, 2026

SUBJECT: Proclamation for National Service Dog Month - Presented by Mayor Pro Tem Moorman

Report in Brief

City Council will proclaim the month of September 2026 as National Service Dog Month.

Arvada residents Beth Parish and her husband, Denis Schoonover, will be present to accept the proclamation, along with other representatives from the volunteer canine organization. Their "service dogs in training" will also accompany them.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Toni Riebschlager, Law Office Administrator	08/06/2026
Zachary Woolweaver, Assistant City Attorney I	08/11/2026

Approved by:

Rachel Morris, City Attorney	08/12/2026
Linda Haley, Deputy City Manager	08/13/2026
Don Wick, City Manager	08/13/2026

Enclosure, exhibits & attachments required to support the report

WHEREAS, we believe in the joyful, transformative power of the human-canine bond and inclusivity of all citizens; and

WHEREAS, in the United States, more than 70 million adults and children have a disability and only 16,000 service dogs from accredited training programs exist nationwide and the need is growing; and

WHEREAS, Canine Companions is a nonprofit organization that enhances the lives of people with disabilities by providing expertly trained service dogs and ongoing support to ensure quality partnerships; and

WHEREAS, Canine Companions and their service dogs empower people with disabilities to lead life with greater independence by providing best-in-class training, ongoing follow up services and a deeply committed community of support; and

WHEREAS, National Service Dog Month aims to educate our community about the benefits of service dogs and the laws protecting them; and

WHEREAS, in the 250th year of our nation, the City of Arvada, Colorado continues to work becoming an inclusive community in which all citizens, and their trained service dogs, are embraced.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Arvada, Colorado, and in recognition of service dogs and the adults and children with disabilities in our community, that September 2026 be designated as National Service Dog Month and we encourage all citizens to celebrate service dogs and be respectful of the rights to safe access to our community afforded to the adults, children and veterans who lead more independent lives because of their assistance.

Dated this 1st day of September 2026.

Lauren Simpson, Mayor

Randy Moorman, Mayor Pro Tem

Shawna Ambrose, Councilmember

Sharon Davis, Councilmember

Bob Fifer, Councilmember

Michael P. Griffith, Councilmember

Rebecka Lovisone, Councilmember

CITY OF ARVADA

REPORT TO CITY COUNCIL	AGENDA ITEM 8.A.

TO: THE HONORABLE CITY COUNCIL DATE: September 1, 2026

SUBJECT: Consent Agenda

Report in Brief

1. R26-064, A Resolution Approving Amendment No. 1 to the Updated Employment Agreement between the City of Arvada and Rachel A. Morris as City Attorney

2. R26-065, A Resolution Approving Amendment No. 1 to the Updated Employment Agreement between the City of Arvada and Kathryn C. Kurtz as Presiding Municipal Court Judge

3. R26-066, A Resolution Approving the First Amendment to an Employment Agreement Between the City of Arvada and Don Wick as City Manager

4. R26-067, A Resolution Approving an Intergovernmental Agreement by and Between the City of Arvada and the Arvada Urban Renewal Authority to Grant Arvada an Amount Not to Exceed $300,000.00 to Create a Wildfire Early Detection System

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:

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 1, 2026

SUBJECT: R26-064, A Resolution Approving Amendment No. 1 to the Updated Employment Agreement between the City of Arvada and Rachel A. Morris as City Attorney

Report in Brief

The City Council appointed Ms. Morris to the position of City Attorney in 2019. The City Council has offered to continue Ms. Morris's appointment to the position of City Attorney. Ms. Morris has accepted her continued appointment as the City Attorney.

It is the practice of the City Council to utilize employment agreements with Council appointees.

The Arvada team recommends that the City Council approve R26-064, A Resolution Approving Amendment No. 1 to the Updated Employment Agreement between the City of Arvada and Rachel A. Morris as City Attorney.

Financial Impact

The Agreement contains the terms and conditions of Ms. Morris's employment. It provides an annual base salary of $282,425.53. This is currently budgeted and will be paid for from the City Attorney's budget.

Background

Ms. Morris has served as the City Attorney for the City of Arvada since 2019. On August 21, 2025, Ms. Morris and the City entered into an Updated Employment Agreement for the continued appointment of Ms. Morris as the City Attorney. This Amendment No. 1 to the Updated Employment Agreement with Ms. Morris sets forth the understanding of the Parties as to her salary.

Discussion

Under the home rule Charter of the City of Arvada, the City Council has three appointees. One of them is the City Attorney. The Charter requires that this position be filled. Recognizing that the City Attorney position is key to ensuring that City operations are legally compliant, the City Council has continued Ms. Morris's appointment to the position, as the person most qualified to fulfill the duties. Approval of Amendment No. 1 to the Updated Employment Agreement with Ms. Morris will ensure this position remains filled.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The proposed action aligns with the following Implementation Principle within the Organizational and Service Effectiveness Priority Area within the City Council Strategic Plan:

Adaptive and Resilient: The City of Arvada exemplifies resilience and adaptability through its commitment to financial stewardship, fostering a high-performing workforce, and implementing adaptive practices that effectively respond to dynamic environmental changes, ensuring sustainable progress and prosperity for its community.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R26-064, A Resolution Approving Amendment No. 1 to the Updated Employment Agreement between the City of Arvada and Rachel A. Morris as City Attorney.

Suggested Motion:

I move that R26-064, A Resolution Approving Amendment No. 1 to the Updated Employment Agreement between the City of Arvada and Rachel A. Morris as City Attorney, be (approved) (rejected).

Prepared by:
Toni Riebschlager, Law Office Administrator

Reviewed by:

Approved by:

Jessica Morales, Deputy City Attorney	08/11/2026
Gabriella Bommer, Director of Human Resources	08/12/2026
Bryan Archer, Chief Financial Officer	08/12/2026
Rachel Morris, City Attorney	08/13/2026
Don Wick, City Manager	08/13/2026

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R26-064

A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE UPDATED EMPLOYMENT AGREEMENT BETWEEN THE CITY OF ARVADA AND RACHEL A. MORRIS AS CITY ATTORNEY

WHEREAS, on October 8, 2019, the City of Arvada and Rachel A. Morris entered into an Employment Agreement for the appointment of Ms. Morris as the City Attorney; and

WHEREAS, on August 21, 2025, the Parties entered into an Updated Employment Agreement for the appointment of Ms. Morris as the City Attorney; and

WHEREAS, the Parties wish to amend the Updated Employment Agreement through the execution of Amendment No.1.

NOW, THEREFORE, 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, Amendment No. 1 to the Updated Employment Agreement between the City of Arvada and Rachel A. Morris as City Attorney. The form of which is substantially the same as that attached hereto.

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

APPROVED AND ADOPTED this 1st day of September, 2026.

____
Lauren Simpson, Mayor

ATTEST:

____
City Clerk

APPROVED AS TO FORM:
Jessica Morales, Deputy City Attorney

By: ____________________________________

AMENDMENT NO. 1
TO THE UPDATED EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF ARVADA AND RACHEL A. MORRIS AS CITY
ATTORNEY

1.0 PARTIES. The Parties to this Agreement are the City of Arvada, a Colorado home rule municipal corporation ("Arvada" or "City"), and Rachel A. Morris ("Employee"), collectively the "Parties."

2.0 PURPOSE AND RECITALS.

2.1 On October 8, 2019, effective September 16, 2019, Arvada and Employee entered into an Employment Agreement ("Original Agreement") for Employee's appointment to the position of City Attorney as provided in section 8.1 of the Arvada City Charter.

2.2 The Original Agreement was amended five times on the following dates: August 16, 2021, effective July 12, 2021; August 17, 2022, effective July 11, 2022; July 6, 2023, effective July 11, 2023; August 6, 2024, effective July 11, 2024; and August 21, 2025, effective July 11, 2025.

2.3 On August 21, 2025, effective July 11, 2025, the Parties entered into the Fifth Amendment to the Original Agreement ("Fifth Amendment" or "Updated Employment Agreement"). The Fifth Amendment formalized the Parties' understanding relating to the terms and conditions of Employee's work by retitling and restating the employment agreement. All previous Agreements and Amendments were superseded by the provisions of the Updated Employment Agreement.

2.4 The Updated Employment Agreement became the controlling employment agreement.

2.5 Employee wishes to continue to serve as the City Attorney, and Arvada wishes to retain Employee as the City Attorney.

2.6 Through this Amendment No. 1 to the Updated Employment Agreement ("Amendment No. 1"), the Parties agree that Employee will continue to serve as the City Attorney, and that Employee will receive a 3.1% increase to Employee's base salary.

3.0 AMENDMENT TO SECTION 6, COMPENSATION, OF THE UPDATED EMPLOYMENT AGREEMENT.

3.1 Section 6.1 of the Updated Employment Agreement is amended as follows:

"6.1 Base salary. Arvada agrees to pay Employee an annual base salary of **$282,425.53** beginning on the effective date of this Agreement and payable in installments at the same time other City employees are paid. Thereafter, the Employee's salary may be adjusted as set forth herein and at the discretion of the City Council. Payments made are subject to such withholdings as may be required or regulated by law, or that are authorized from time to time by Employee."

4.0 EFFECTIVE DATE. This Amendment No. 1 shall be effective as of July 15, 2026.

5.0 FULL FORCE AND EFFECT. The remaining terms of the Updated Employment Agreement shall remain unchanged, except as specifically amended herein. This Amendment No. 1 shall not act as a waiver of any other term or condition of the Updated Employment Agreement.

[SIGNATURES ON NEXT PAGE.]

DATED this ___________ day of __________________________, 2026.

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:
Jessica Morales, Deputy City Attorney

By: _____________________________

EMPLOYEE

____
Rachel A. Morris

CITY OF ARVADA

REPORT TO CITY COUNCIL RESOLUTION	AGENDA ITEM 8.A.2.

TO: THE HONORABLE CITY COUNCIL DATE: September 1, 2026

SUBJECT: R26-065, A Resolution Approving Amendment No. 1 to the Updated Employment Agreement between the City of Arvada and Kathryn C. Kurtz as Presiding Municipal Court Judge

Report in Brief

The City Council appointed Ms. Kurtz to the position of Presiding Municipal Court Judge in 2021. The City Council has offered to continue Ms. Kurtz's appointment to the position of Presiding Municipal Court Judge. Ms. Kurtz has accepted her continued appointment as Presiding Municipal Court Judge.

It is the practice of City Council to utilize employment agreements with Council appointees.

The Arvada team recommends that the City Council approve R26-065, Amendment No. 1 to the Updated Employment Agreement between the City of Arvada and Kathryn C. Kurtz as Presiding Municipal Court Judge.

Financial Impact

The Agreement contains the terms and conditions of Ms. Kurtz’s employment. It provides an annual base salary of $235,259.93. This is currently budgeted and will be paid for from the Municipal Court’s budget.

Background

Ms. Kurtz has been the Presiding Municipal Court Judge since 2021. On August 21, 2025, the Parties entered into an Updated Employment Agreement for the continued appointment of Ms. Kurtz as the Presiding Municipal Court Judge. This Amendment No 1. to the Updated Employment Agreement with Ms. Kurtz sets forth the understanding of the Parties as to her salary.

Discussion

Under the home rule Charter of the City of Arvada, the City Council has three appointees. One of them is the Municipal Court Judge. The Charter requires that this position be filled. Recognizing that the Presiding Municipal Court Judge position is key to ensuring that the operations of the Municipal Court are legally compliant and serve the interests of public safety, the City Council has continued Ms. Kurtz's appointment to the position as the person most qualified to fulfill the duties. Approval of Amendment No. 1 to the Updated Employment Agreement with Ms. Kurtz will ensure this position remains filled.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The proposed action aligns with the following Implementation Principle within the Organizational and Service Effectiveness Priority Area within the City Council Strategic Plan:

Adaptive and Resilient: The City of Arvada exemplifies resilience and adaptability through its commitment to financial stewardship, fostering a high-performing workforce, and implementing adaptive practices that effectively respond to dynamic environmental changes, ensuring sustainable progress and prosperity for its community.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R26-065, Amendment No. 1 to the Updated Employment Agreement between the City of Arvada and Kathryn C. Kurtz as Presiding Municipal Court Judge.

Suggested Motion:

I move that R26-065, Amendment No. 1 to the Updated Employment Agreement between the City of Arvada and Kathryn C. Kurtz as Presiding Municipal Court Judge, be (approved) (rejected).

Prepared by:
Toni Riebschlager, Law Office Administrator

Reviewed by:

Approved by:

Jessica Morales, Deputy City Attorney	08/11/2026
Gabriella Bommer, Director of Human Resources	08/12/2026
Bryan Archer, Chief Financial Officer	08/12/2026
Rachel Morris, City Attorney	08/13/2026
Don Wick, City Manager	08/13/2026

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R26-065

A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE UPDATED EMPLOYMENT AGREEMENT BETWEEN THE CITY OF ARVADA AND KATHRYN C. KURTZ AS PRESIDING MUNICIPAL COURT JUDGE

WHEREAS, on January 11, 2021, the City of Arvada and Kathryn C. Kurtz entered into an Employment Agreement for the appointment of Ms. Kurtz as the Presiding Municipal Court Judge; and

WHEREAS, on August 21, 2025, the Parties entered into an Updated Employment Agreement for the appointment of Ms. Kurtz as the Presiding Municipal Court Judge; and

WHEREAS, the Parties wish to amend the Updated Employment Agreement through the execution of Amendment No. 1.

NOW, THEREFORE, 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, Amendment No. 1 to the Updated Employment Agreement between the City of Arvada and Kathryn C. Kurtz as Presiding Municipal Court Judge. The form of which is substantially the same as that attached hereto.

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

APPROVED AND ADOPTED this 1st day of September, 2026.

____
Lauren Simpson, Mayor

ATTEST:

____
City Clerk

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

By: ______________________________________

AMENDMENT NO. 1
TO THE UPDATED EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF ARVADA AND KATHRYN C. KURTZ AS
PRESIDING MUNICIPAL COURT JUDGE

1.0 PARTIES. The Parties to this Agreement are the City of Arvada, a Colorado home rule municipal corporation ("Arvada" or "City"), and Kathryn C. Kurtz ("Employee"), collectively the "Parties."

2.0 PURPOSE AND RECITALS.

2.1 On January 11, 2021, effective January 4, 2021, Arvada and Employee entered into an Employment Agreement ("Original Agreement") for Employee's appointment to the position of Presiding Municipal Court Judge, as provided in section 8.2 of the Arvada City Charter.

2.2 The Original Agreement was amended five times on the following dates: August 16, 2021, effective July 12, 2021; August 17, 2022, effective July 11, 2022; July 20, 2023, effective July 11, 2023; August 6, 2024, effective July 11, 2024; and August 21, 2025, effective July 11, 2025.

2.3 On August 21, 2025, effective July 11, 2025, the Parties entered into the Fifth Amendment to the Original Agreement ("Fifth Amendment" or "Updated Employment Agreement"). The Fifth Amendment formalized the Parties' understanding relating to the terms and conditions of Employee's work by retitling and restating the employment agreement. All previous Agreements and Amendments were superseded by the provisions of the Updated Employment Agreement.

2.4 The Updated Employment Agreement became the controlling employment agreement.

2.5 Employee wishes to continue to serve as the Presiding Municipal Court Judge, and Arvada wishes to retain Employee as the Presiding Municipal Court Judge.

2.6 Through this Amendment No. 1 to the Updated Employment Agreement ("Amendment No. 1"), the Parties agree that Employee will continue to serve as the Presiding Municipal Court Judge, and that Employee will receive a 3.1% increase to Employee's base salary.

3.0 AMENDMENT TO SECTION 6, COMPENSATION, OF THE UPDATED EMPLOYMENT AGREEMENT.

3.1 Section 6.1 of the Updated Employment Agreement is amended as follows:

"6.1 Base salary. Arvada agrees to pay Employee an annual base salary of **$235,259.93** beginning on the effective date of this Agreement and payable in installments at the same time other City employees are paid. Thereafter, the Employee's salary may be adjusted as set forth herein and at the discretion of the City Council. Payments made are subject to such withholdings as may be required or regulated by law, or that are authorized from time to time by Employee."

4.0 EFFECTIVE DATE. This Amendment No. 1 shall be effective as of July 15, 2026.

5.0 FULL FORCE AND EFFECT. The remaining terms of the Updated Employment Agreement shall remain unchanged, except as specifically amended herein. This Amendment No. 1 shall not act as a waiver of any other term or condition of the Updated Employment Agreement.

[SIGNATURES ON NEXT PAGE.]

DATED this ___________ day of _________________________, 2026.

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: ____________________________

EMPLOYEE

____
Kathryn C. Kurtz

REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM 8.A.3.

TO: THE HONORABLE CITY COUNCIL DATE: September 1, 2026

SUBJECT: R26-066, A Resolution Approving the First Amendment to an Employment Agreement Between the City of Arvada and Don Wick as City Manager

Report in Brief

The City Council appointed Mr. Wick to the position of City Manager in 2025. The City Council has offered to continue Mr. Wick's appointment to the position of City Manager. Mr. Wick has accepted his continued appointment as the City Manager.

It is the practice of City Council to utilize employment agreements with Council Appointees.

The Arvada team recommends that the City Council approve R26-066, A Resolution Approving the First Amendment to an Employment Agreement Between the City of Arvada and Don Wick as City Manager.

Financial Impact

The Agreement contains the terms and conditions of Mr. Wick's employment. It provides an annual base salary of $326,400.00. This is currently budgeted and will be paid from the City Manager's budget.

Background

Mr. Wick has served as the City Manager since 2025. This First Amendment to the Employment Agreement with Mr. Wick sets forth the understanding of the Parties as to his salary.

Discussion

Under the home rule Charter of the City of Arvada, the City Council has three appointees. One of them is the City Manager. The Charter requires that this position be filled. Recognizing that the City Manager position is key to overseeing City operations consistent with the City Council's strategic plan, the City Council has continued Mr. Wick's appointment to the position, as the person most qualified to fulfill the duties. Approval of this First Amendment to Mr. Wick's Employment Agreement will ensure this position remains filled.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The proposed action aligns with the Organizational and Service Effectiveness (OSE) Priority Area of the City Council Strategic Plan. The proposed action is consistent with the following OSE responsibility and service delivery obligation:

Provides leadership, policy and guidance, communication, and engagement services to the City Council, the community,

and the organization, utilizing a values-driven organizational culture, ethical behavior, and transparency to the community to maintain public trust.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R26-066, A Resolution Approving the First Amendment to an Employment Agreement Between the City of Arvada and Don Wick as City Manager.

Suggested Motion:

I move that R26-066, A Resolution Approving the First Amendment to an Employment Agreement Between the City of Arvada and Don Wick as City Manager, be (approved) (rejected).

Prepared by:
Toni Riebschlager, Law Office Administrator

Reviewed by:

Approved by:

Jessica Morales, Deputy City Attorney	08/11/2026
Gabriella Bommer, Director of Human Resources	08/12/2026
Bryan Archer, Chief Financial Officer	08/12/2026
Rachel Morris, City Attorney	08/13/2026
Linda Haley, Deputy City Manager	08/13/2026
Don Wick, City Manager	08/13/2026

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R26-066

A RESOLUTION APPROVING THE FIRST AMENDMENT TO AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF ARVADA AND DON WICK AS CITY MANAGER

WHEREAS, on May 21, 2025, the City of Arvada and Don Wick entered into an Employment Agreement for the appointment of Mr. Wick as the City Manager; and

WHEREAS, the Parties wish to amend the Employment Agreement by executing the First Amendment thereto.

NOW, THEREFORE, 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, the First Amendment to the Employment Agreement between the City of Arvada and Don Wick as City Manager. The form of which is substantially the same as that attached hereto.

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

APPROVED AND ADOPTED this 1st day of September, 2026.

____
Lauren Simpson, Mayor

ATTEST:

____
City Clerk

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

By: ______________________________________

**FIRST AMENDMENT
TO AN EMPLOYMENT AGREEMENT BETWEEN THE CITY
OF ARVADA AND DON WICK AS CITY MANAGER**

1.0 PARTIES. The Parties to this Agreement are the City of Arvada, a Colorado home rule municipal corporation ("Arvada" or "City"), and Don Wick ("Employee"), collectively the "Parties."

2.0 PURPOSE AND RECITALS.

2.1 On May 21, 2025, effective May 17, 2025, Arvada and Employee entered into an Employment Agreement ("Original Agreement") for Employee's appointment to the position of City Manager as provided in Chapter 6 of the Arvada City Charter.

2.2 Employee wishes to continue to serve as the City Manager, and Arvada wishes to retain Employee as the City Manager.

2.3 Through this First Amendment to the Original Agreement ("First Amendment"), the Parties agree that Employee will continue to serve as the City Manager, and that Employee will receive a 2% increase to Employee's base salary.

3.0 AMENDMENT TO SECTION 6, COMPENSATION, OF THE ORIGINAL AGREEMENT.

3.1 Section 6.1 of the Original Agreement is amended as follows:

"6.1 Base salary. Arvada agrees to pay Employee an annual base salary of **$326,400.00** beginning on the effective date of this Agreement and payable in installments at the same time other City employees are paid. Thereafter, the Employee's salary may be adjusted as set forth herein and at the discretion of the City Council. Payments made are subject to such withholdings as may be required or regulated by law, or that are authorized from time to time by Employee."

4.0 EFFECTIVE DATE. This First Amendment shall be effective as of July 15, 2026.

5.0 FULL FORCE AND EFFECT. The remaining terms of the Original Agreement shall remain unchanged, except as specifically amended herein. This First Amendment shall not act as a waiver of any other term or condition of the Original Agreement.

[SIGNATURES ON NEXT PAGE.]

DATED this ____________ day of ____________________________, 2026.

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: _______________________________

EMPLOYEE

____
Don Wick

REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM 8.A.4.

TO: THE HONORABLE CITY COUNCIL DATE: September 1, 2026

SUBJECT: R26-067, A Resolution Approving an Intergovernmental Agreement by and Between the City of Arvada and the Arvada Urban Renewal Authority to Grant Arvada an Amount Not to Exceed $300,000.00 to Create a Wildfire Early Detection System

Report in Brief

PRESENTER: Brian Wilkerson, Emergency Manager

Significant wildfires have increased in prevalence, severity, and damage caused over the past 2 decades. The recently completed Arvada Community Wildfire Protection Plan (CWPP) identified more than 25 significant fires in the Arvada area of interest alone in the past 15 years, with several within or in the vicinity of the Northwest Arvada Urban Renewal Area. This increased risk has led to a significant improvement in technology associated with the detection of fire activity and prevention of fire spread. The focus of these technologies is to provide early warning of potential wildfires before they would typically be identified and reported through traditional means (i.e. someone observing smoke or flames and calling 911), allowing for more rapid response and containment and thus minimizing the impact on people and property. The proposed project deploys a combination of cameras and chemical sensors to protect the Urban Renewal Area, which was identified as a risk area in the CWPP process. The combination of these two technologies provides an optimized level of protection for the area. The funds provided by the AURA grant that is subject to this IGA fully funds all costs inclusive of all hardware, software, and installation services required to complete the system as well as 2 years of service and maintenance costs. The City's Emergency Management Office would be responsible for the ongoing monitoring and usage of the system in cooperation with the Arvada Fire Protection District and the Arvada Real Time Information Center (ARTIC) managed by Arvada Police.

The Arvada team recommends that the City Council approve R26-067, A Resolution Approving an Intergovernmental Agreement by and Between the City of Arvada and the Arvada Urban Renewal Authority to Grant Arvada an Amount Not to Exceed $300,000.00 to Create a Wildfire Early Detection System.

Financial Impact

This agreement provides funding to the City for the creation of a Wildfire Early Warning System with an anticipated cost of $292,000. The installation and services associated with this system will be fully funded by the Arvada Urban Renewal Authority grant that is the subject of this IGA. Services for the first 2 years of operation would also be funded by this grant. Beginning in 2029, if the City continues with the system, the estimated annual cost would be $75,000-$90,000. These funds would be requested from the general fund as part of the Emergency Management budget.

Background

Significant wildfires have increased in prevalence, severity, and damage caused over the past 2 decades. The recently completed Arvada Community Wildfire Protection Plan (CWPP) identified more than 25 significant fires in the Arvada area of interest alone in the past 15 years, with several within or in the vicinity of the Northwest Arvada Urban Renewal Area. In 2026, the City has experienced multiple vegetation fires in this area or immediately adjacent to it. While these fires were fortunately contained before damaging any homes, it highlights the growing risk. This increased risk has led to a significant improvement in technology associated with the detection of fire activity and prevention of fire spread. The focus of these technologies is to provide early warning of potential wildfires before they would typically be identified and reported through traditional means (i.e. someone observing smoke or flames and calling 911), allowing for more rapid response and containment and thus minimizing the impact on people and property. Current practice points to the combination of cameras that visually detect wildfire indicators coupled with chemical sensors that can detect the presence of chemicals present in wildfire over long distances as being effective for early detection. The effectiveness of these tools is further enhanced using Artificial Intelligence. These tools are currently in use in other parts of Colorado and across the US in high-risk wildfire areas. The proposed project deploys a combination of cameras and chemical sensors to protect the Urban Renewal Area, which was identified as a risk area in the CWPP process which Council has previously approved. Working with the Arvada Fire Protection District and leveraging information gathered and analyzed by 3rdparty experts through the Community Wildfire Protection process, we worked with technology vendors to design an early warning system that would provide effective long-range detection of wildfire activity that could impact the area. Cameras would be placed to the east and the south of the area and would be focused on the risk areas to the west and north. These would be coupled with a line of sensors in the northern part of the area that are optimized for protecting the area. It is important to provide detection capabilities in the areas adjacent to the Urban Renewal Area in order to best protect the area itself and provide adequate response times to prevent fire spread and subsequent damage to the area. The combination of these two technologies provides an optimized level of protection for the area. In addition, the installation of the cameras links us in to a broader network of cameras in the area owned by Xcel and other government entities. The funds provided by the grant that is subject to this IGA fully funds all costs inclusive of all hardware, software, and installation services required to complete the system as well as 2 years of service and maintenance costs. The sensors would be installed on existing fences and infrastructure in the area and are powered by solar panels that charge and recharge internal batteries. The cameras are installed on sites owned and/or leased by the provider.

In the May 12, 2026, City Council Workshop entitled Wildfire Mitigation & Response Strategies, Arvada Emergency Management and the Arvada Fire Protection District presented a multi-faceted strategy for preventing, detecting, and responding to the threat of wildfire in the City, and this IGA helps us significantly advance the detection and response components of that strategy in an area known to be at risk. Targeted deployment time would be before the end of this calendar year. The City's Emergency Management Office would be responsible for the ongoing monitoring and usage of the system in cooperation with the Arvada Fire Protection District and the Arvada Real Time Information Center (ARTIC) managed by Arvada Police, which Council has previously been briefed on. These partners all play a role in ensuring protection for the area from wildfire.

Discussion

After extensive analysis conducted by City of Arvada Emergency Management and the Arvada Fire Protection District, staff recommends approval of this IGA and the implementation of the Wildfire Early Warning System. The system will provide significantly enhanced detection and response capabilities to address one of the most potentially devastating threats that the City faces, and reduce the risk to life and property in an area that has been identified as being at risk by outside experts in the Community Wildfire Protection Plan process. After examining results from pilot programs and implementations in Colorado, technical analysis by 3rd parties, reviews by government agencies, and performance of existing installations, staff has not found an alternative that is likely to be more effective for the particular threat and geography of the area. The capability will be fully funded for the first 2 years by the grant from AURA.

Public Contact

Posting of the City Council agenda

Commission Recommendation

None

Strategic Alignment

Approving this IGA will further City Council's strategic result of fostering an accessible and inclusive community that preserves and improves quality of life and ensures a safe and thriving place for all community members by providing early warning of dangerous fire conditions and fire starts and improve the City's ability to respond effectively to these fires.

Alternative Courses of Action

Recommendation for Action

The Arvada team recommends that the City Council approve R26-067, A Resolution Approving an Intergovernmental Agreement by and Between the City of Arvada and the Arvada Urban Renewal Authority to Grant Arvada an Amount Not to Exceed $300,000.00 to Create a Wildfire Early Detection System.

Suggested Motion:

I move that R26-067, A Resolution Approving An Intergovernmental Agreement by and Between the City of Arvada and the Arvada Urban Renewal Authority to Grant Arvada an Amount Not to Exceed $300,000.00 to Create a Wildfire Early Detection System, be (approved) (rejected).

Prepared by:
Gail Walker, Legal Specialist-Contracts

Reviewed by:

Approved by:

Brian Wilkerson, Emergency Manager	08/12/2026
Zachary Woolweaver, Assistant City Attorney I	08/13/2026
Rachel Morris, City Attorney	08/14/2026
Allison Scheck, Deputy City Manager	08/14/2026
Linda Haley, Deputy City Manager	08/15/2026
Don Wick, City Manager	08/18/2026

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R26-067

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND THE ARVADA URBAN RENEWAL AUTHORITY TO GRANT ARVADA AN AMOUNT NOT TO EXCEED $300,000.00 TO CREATE A WILDFIRE EARLY DETECTION SYSTEM

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, an Agreement that is in substantially the same form as that attached hereto.

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

APPROVED AND ADOPTED this 1st day of September, 2026.

____
Lauren Simpson, Mayor

ATTEST:

____
City Clerk

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

By: ______________________________

RESOLUTION AR-26-14

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE ARVADA URBAN RENEWAL AUTHORITY APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND THE ARVADA URBAN RENEWAL AUTHORITY TO GRANT ARVADA AN AMOUNT NOT TO EXCEED $292,000.00 TO CREATE A WILDFIRE EARLY DETECTION SYSTEM

WHEREAS, the Arvada Urban Renewal Authority (AURA) and the City of Arvada (City) desire to enter into a project to install AI enabled cameras and chemical sensors in a high-risk fire area within the City of Arvada to monitor the area for signs of wildfire outbreak so that Arvada and external partners can respond as quickly as possible before spreading beyond control (the "System");

WHEREAS, the City Council adopted the Northwest Arvada Urban Renewal Plan in 2010, which Plan includes some of the areas of the City that are intended to be protected by the System;

WHEREAS, AURA has determined that the Project is necessary in order to prevent blight, and is consistent with and in furtherance of the purposes of AURA;

WHEREAS, more specifically, AURA is authorized to finance undertakings pursuant to an urban renewal plan by any method authorized under the Act or any other applicable law, including, without limitation, issuance of notes, bonds and other obligations in an amount sufficient to finance all or part of the Plan; borrowing of funds and creation of indebtedness; advancement of reimbursement agreements; agreements with public or private entities; and loans, advances and grants from any other available sources;

WHEREAS, AURA's authority to fund and participate in the Project specifically includes the authority to eliminate, remedy, and prevent the spread of blighted areas, and the experience in the State of Colorado regarding wildfires and the monitoring of high-risk areas to prevent wildfires is consistent with the Urban Renewal Law; and

WHEREAS, Section 29-1-203, C.R.S., as amended, permits and encourages local governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other local governments in order to provide any lawfully authorized function, service, or facility.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE ARVADA URBAN RENEWAL AUTHORITY, THAT:

Section 1. The recitals set forth above are incorporated herein by this reference.

Section 2. AURA hereby approves the Intergovernmental Agreement by and between the City of Arvada and the Arvada Urban Renewal Authority to Grant Arvada an Amount not to Exceed $292,000.00 to Create a Wildfire Early Detection System, attached hereto as **Exhibit A,** and authorizes the Chair to execute the same on behalf of AURA.

DATED this 5 day of Aug, 2026.

Peter Kazura, Chair

Recording Secretary

APPROVED AS TO FORM

Corey Y. Hoffmann, Legal Counsel

AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND THE ARVADA URBAN RENEWAL AUTHORITY TO GRANT ARVADA AN AMOUNT NOT TO EXCEED $300,000.00 TO CREATE A WILDFIRE EARLY DETECTION SYSTEM.

1.0 PARTIES. This Intergovernmental Agreement ("Agreement") is between the City of Arvada, a Colorado home rule municipal corporation, ("Arvada"), and the Arvada Urban Renewal Authority, a body corporate and politic of the State of Colorado ("AURA").

2.0 RECITALS AND PURPOSE.

2.1 Section 29-1-203, C.R.S., as amended, permits and encourages local governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other local governments in order to provide any lawfully authorized function, service or facility;

2.2 This project will install AI enabled cameras and chemical sensors in a high-risk fire area within the City of Arvada to monitor the area for signs of wildfire outbreak so that Arvada and external partners can respond as quickly as possible before spreading beyond control (the "System");

2.3 The City Council adopted the Northwest Arvada Urban Renewal Plan in 2010, which Plan includes some of the areas of the City that are intended to be protected by the System;

2.4 AURA will provide $292,000.00 to fund the purchase of the cameras and sensors and pay for project management services to ensure the System is always operational in a manner that remediates and prevents the spread of blight consistent with this Agreement and the purposes of the Colorado Urban Renewal Law, C.R.S. § 31-25-101, *et seq.* (the "Urban Renewal Law"), as described hereinbelow;

2.5 The System will be beneficial to the City of Arvada, AURA, and the community as a whole by continuously monitoring the selected high fire-risk area to ensure that response is immediate and effective;

2.6 AURA has determined that the Project is necessary in order to prevent blight, and is consistent with and in furtherance of the purposes of AURA;

2.7 Pursuant to the Urban Renewal Law, AURA may finance undertakings pursuant to an urban renewal plan by any method authorized under the Act or any other applicable law, including, without limitation, issuance of notes, bonds and other obligations in an amount sufficient to finance all or part of the Plan; borrowing of funds and creation of indebtedness; advancement of reimbursement agreements; agreements with public or private entities; and loans, advances and grants from any other available sources; and

2.8 AURA's authority to fund and participate in the Project specifically includes the authority to eliminate, remedy, and prevent the spread of blighted areas, and the experience in the State of Colorado regarding wildfires and the monitoring of high-risk areas to prevent wildfires is consistent with the Urban Renewal Law.

3.0 TERM. This Agreement shall be effective upon its execution by Arvada, through July 31, 2028.

4.0 ROLES AND RESPONSIBILITIES.

4.1 AURA. To provide $292,000.00 to fund the installation of the System in the area depicted in **Exhibit A** to this Agreement, with payment to be paid by AURA to the City on or before September 5, 2026. In addition, the City shall provide the design of the Project to AURA for AURA's approval, in order to assure that the Project remediates blight as set forth herein. In the event the Project costs are less than $292,000.00, the City shall return any unused funds to AURA at the completion of the Project.

4.2 Arvada. The City's Emergency Management Department will manage and lead the design and installation of the System. In addition, the City will be responsible for the use and monitoring of the System. In the event that the System requires routine maintenance during the term of this Agreement, the City may use the Funds to perform such maintenance. Following the conclusion of this Agreement, the City will be solely responsible for the costs associated with any such maintenance unless the Parties agree otherwise in Writing.

5.0 TERMS AND CONDITIONS.

5.1 Generally.

5.1.1 No separate entity formed. The Parties agree this Agreement is intended to facilitate cooperation between the Parties in the provision of the services provided herein, but does not establish a separate legal entity to do so. Except as set forth herein, this Agreement does not authorize any Party to act for another Party for any purpose whatsoever. This Agreement shall provide only that the Parties cooperate in the establishment and implementation of the Wildfire Early Warning System as set forth herein.

5.1.2 Records are public. All records relating to the project will be public or open records, and will be released in accordance with the Colorado Open Records Act.

6.0 ADDITIONAL DOCUMENTS OR ACTION. The Parties agree to take any additional action and execute any additional documents that are necessary to carry out this Agreement.

7.0 ASSIGNMENT. This Agreement may not be assigned by any Party without the prior written consent of the other Party.

8.0 FORCE MAJEURE. Any delays in or failure of performance by any Party of its obligations under this Agreement will be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control and such Party.

9.0 BINDING EFFECT. This Agreement will inure to the benefit of, and be binding upon, the Parties, their respective legal representative, successors, heirs, and assigns; provided, however, that nothing in this paragraph may be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

10.0 NOTICES. Any notice required or permitted by this Agreement shall be in writing and shall be given by certified mail or registered mail, postage and fees prepaid, to the address set forth below, or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States mail.

Arvada:	Brian Wilkerson Emergency Management City of Arvada 8101 Ralston Road Arvada, Colorado 80002
AURA:	Carrie Briscoe Executive Director Arvada Urban Renewal Authority 5603 Yukon Street, Suite B Arvada, Colorado 80002
With a copy to:	Corey Y. Hoffmann Attorney for AURA Hoffmann, Parker, Wilson, & Carberry P.C. 511 Sixteenth Street, Suite 610 Denver, CO 80202

Each Party may designate another employee to be responsible for the day-to-day administration of this Agreement.

11.0 INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. If any other provision of the Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

12.0 WAIVER OF BREACH. A waiver by any Party to the Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by another Party.

13.0 GOVERNING LAW AND VENUE. This Agreement will be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement will be in the appropriate court for Jefferson County, Colorado.

14.0 NO MULTI-YEAR FISCAL OBLIGATION. Arvada's and AURA's financial obligations, if any, after the current year are contingent on funds for that purpose being appropriated, budgeted and otherwise made available by the governing body of either Party. Arvada's and AURA's obligations under the Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation within the meaning of Article X, Section 20 of the Colorado Constitution.

15.0 GOVERNMENTAL IMMUNITY. Each Party shall be responsible for its own negligent or intentional acts or omissions, and for those of its employees and volunteers. The Parties intend that nothing herein shall be deemed or construed as a waiver by any Party of any rights or protections afforded to them under the Colorado Governmental Immunity Act (Section 24-10-101, C.R.S., *et seq.*). The Parties agree that in the event any claim or suit is brought against any Party or Parties by any third party as a result of the operation of this Agreement, each Party will cooperate with each other and with the insuring entities of each Party in defending such claim or suit.

16.0 DEFAULT. Time is of the essence. If any payment or any other condition, obligation, or duty is not timely made, tendered or performed by any Party, then this Agreement, at the option of a Party who is not in default, may be terminated by the non-defaulting Party, in which case, the non-defaulting Party may recover such damages as may be proper. If a non-defaulting Party elects to treat this Agreement as being in full force and effect, that non-defaulting Party will have the right to an action for specific performance or damage or both.

17.0 NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action to any other third party on this Agreement. It is the express intention of the Parties that any person or entity other than the Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

18.0 AMENDMENT. Either party may seek to amend this Agreement including the Work Plan and budget by providing a written request detailing the terms of the requested amendment. Both Arvada and AURA must approve any amendment for the amendment to take effect.

19.0 AUTHORIZED SIGNATORIES. Each signatory below represents he or she is authorized to bind the Party he or she represents; each Party is relying upon this representation.

20.0 COUNTERPART EXECUTION. This Agreement may be executed in several counterparts and by facsimile, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

The rest of this page is intentionally blank.

CITY OF ARVADA, a Colorado municipal corporation

____
Lauren Simpson
Mayor
8101 Ralston Road
Arvada, Colorado 80002

ATTEST:

By:______________________________
City Clerk

APPROVED AS TO FORM:

By: ______________________________
Rachel A. Morris, City Attorney

ARVADA URBAN RENEWAL AUTHORITY

Peter Kazura
____
Peter Kazura, AURA Chair
5603 Yukon Street, Suite B
Arvada, Colorado 80002

ATTEST:

____
By:

APPROVED AS TO FORM:

Corey Y. Hoffmann
____
Corey Y. Hoffmann, Attorney for AURA
Hoffmann, Parker, Wilson, & Carberry P.C.
511 Sixteenth Street, Suite 610
Denver, CO 80202

REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM 10.A.

TO: THE HONORABLE CITY COUNCIL DATE: September 1, 2026

SUBJECT: R26-068, A Resolution Approving the Proposed Service Plan for the Scenic Heights West Metropolitan District

Report in Brief

(PRESENTERS: Megan McCall/Rob Smetana/Rozalynne Thompson/Bryan Archer)

The purpose of this agenda item is to consider the proposed Service Plan for the Scenic Heights West 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. Requested deviations from the Model Service Plan are noted in the staff report. 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 benefiting 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 that should City Council determine that the deviations from the Model Service Plan be appropriate for the district, that the City Council approve R26-068, A Resolution Approving the Proposed Service Plan for the Scenic Heights West Metropolitan District.

Financial Impact

If the City Council approves the service plan, then the City would receive revenue from a one-time regional improvements lump sum payment totaling $250,000, in lieu of revenue from imposing the Arvada regional improvements mill levy.

Background

The property is approximately 6.83 acres in size and was annexed into the City with the Parcel A Unilateral Annexation in 1979. The property's Comprehensive Plan land use designation is Medium Density Residential (MDR) and the zoning is Residential 13 (R13).

A Development Application (DA2021-0049) was approved on May 6, 2022 for a Site Plan and Minor Subdivision to construct 50 townhomes and 27 single-unit detached dwellings on the site. A Site Plan Amendment (DA2023-0095) to the previously approved Scenic Heights West Site Plan was approved on April 5, 2024. The Site Plan Amendment included increasing the widths of the townhomes, changes to landscape courtyards between townhome buildings, and a reduction of off-street parking by two spaces.

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 6, 2026, 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

As set forth in Section 91-32 of the City Code, upon its review of the staff 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.

Recommendation for Action

The City team recommends that upon determination by City Council that the approval criteria is met, R26-068, A Resolution Approving the Proposed Service Plan for the Scenic Heights West Metropolitan District, be approved subject to the recommended condition of approval shown below:

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

Suggested Motion:

I move that R26-068, A Resolution Approving the Proposed Service Plan for the Scenic Heights West 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.

Prepared by:
Heidi Van Gieson, Administrative Specialist

Reviewed by:

Approved by:

Rozalynne Thompson, Principal Planner	08/11/2026
Josie Suk, Development Systems and Administrative Manager	08/11/2026
Rob Smetana, Planning Manager	08/11/2026
Jessica Garner, Director of Community and Economic Development	08/11/2026
Bryan Archer, Chief Financial Officer	08/11/2026
Gail Walker, Legal Specialist-Contracts	08/12/2026
Megan McCall, Assistant City Attorney II	08/12/2026
Rachel Morris, City Attorney	08/13/2026
Allison Scheck, Deputy City Manager	08/13/2026
Don Wick, City Manager	08/28/2026

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R26-068

A RESOLUTION APPROVING THE PROPOSED SERVICE PLAN FOR THE SCENIC HEIGHTS WEST 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 1, 2026 before the City Council of the City of Arvada ("City Council") to consider a proposed Service Plan for the Scenic Heights West Metropolitan District ("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 Chapter 91 of the Arvada City Code and, as applicable, Sections 32-1-203, 32-1-204, and 32-1-204.5, C.R.S.; and

WHEREAS, City Council finds that the evidence presented established compliance with the relevant 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 Scenic Heights West 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 serviced by the proposed District.

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

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

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

(e) Adequate service is not, 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.

(f) The facility and service standards of the proposed District are compatible with the facility and service standards of the City.

(g) The proposed Service Plan is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area.

(h) The proposed Service Plan is in substantial compliance with the comprehensive plan of the City as adopted pursuant to the Arvada City Code.

(i) The creation of the District will be in the best interests of the area proposed to be serviced.

(j) The creation of the District will be in the best interest of the City.

Section 3. The proposed District is expressly permitted to plan, design, acquire, construct, install, relocate, and redevelop public improvements as set forth in its Service Plan, and in an intergovernmental agreement by and between the City and the District, from the proceeds of debt to be issued by the District for the benefit of the inhabitants within the District's boundaries.

Section 4. The Service Plan for the Scenic Heights West Metropolitan District is hereby approved without condition or modification.

Section 5. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 1st day of September, 2026.

____
Lauren Simpson, Mayor

ATTEST:

____
City Clerk

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

By: ____________________________

City of Arvada
Community and Economic Development Department
PUBLIC HEARING STAFF REPORT

Scenic Heights West Metropolitan District Proposed Service Plan
DA2026-0026

NATURE OF REQUEST

WBA, P.C. is requesting on behalf of Kipling Investment, LLC approval of a service plan for a proposed metropolitan district for the 6.87 acre Scenic Heights West development. The subject property is located west of the intersection of Kipling Street and West 70th Place and 50 townhomes and 27 single-unit detached dwellings are planned to be constructed on the site.

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 District 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 District. 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 unless a majority of the board are end users and have voted in favor of a refunding of a part or all of the debt
2. Total Debt: $5,000,000

3. Debt Mill Levy: 55 mills*
4. Operating mill levy: 20 mills*
5. Regional Improvements Contribution: $250,000*

Terms marked with an asterisk are a deviation from the City's model service plan and are further discussed in the Service Plan Analysis section.

BACKGROUND, ZONING, AND LAND USE

The property is approximately 6.83 acres in size and was annexed into the City with the Parcel A Unilateral Annexation in 1979. The property's Comprehensive Plan land use designation is Medium Density Residential (MDR) and the zoning is Residential 13 (R13). Currently, the project site is comprised of three separate properties, each developed with a single-unit dwelling and several accessory buildings.

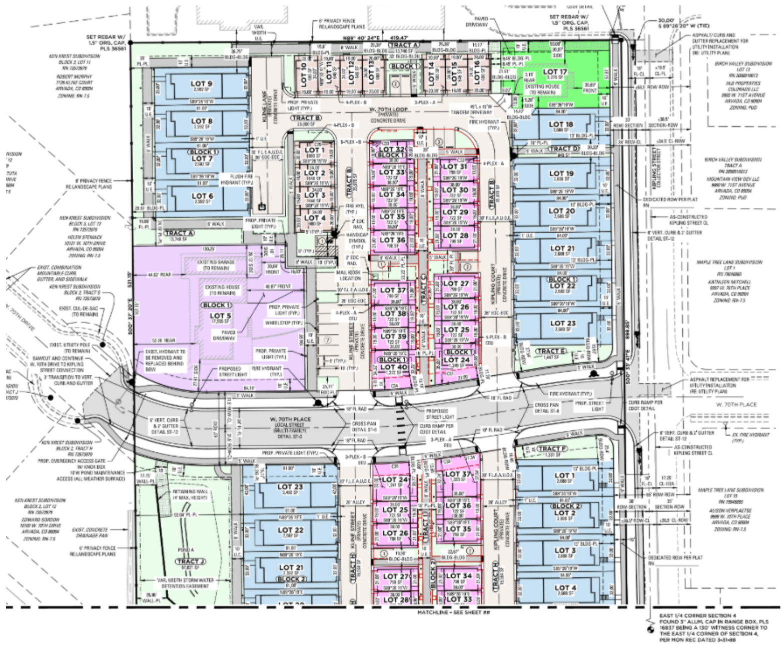
A Development Application (DA2021-0049) was approved on May 6, 2022 for a Site Plan and Minor Subdivision to construct 50 townhomes and 27 single-unit detached dwellings on the site. A Site Plan Amendment (DA2023-0095) to the previously approved Scenic Heights West Site Plan was approved on April 5, 2024. The Site Plan Amendment included increasing the widths of the townhomes, changes to landscape courtyards between townhome buildings, and a reduction of off-street parking by two spaces.

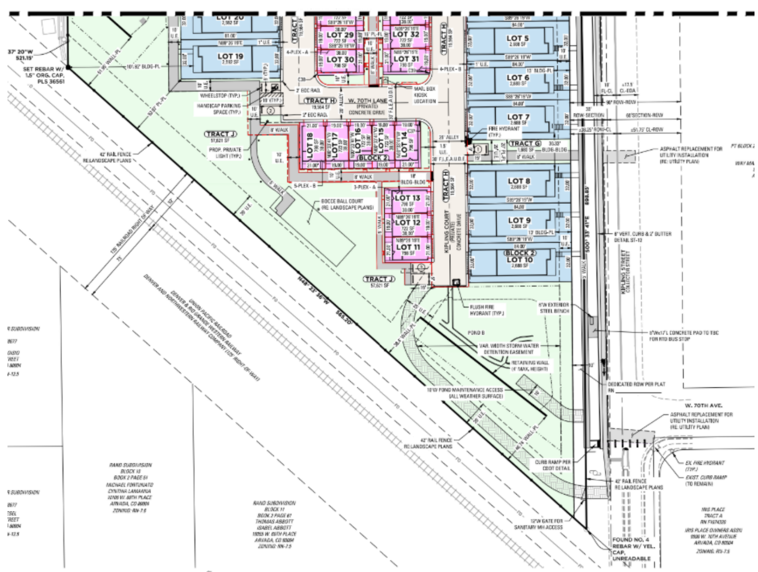
NEEDED PUBLIC IMPROVEMENTS

The district will be authorized to provide the Public Improvements set forth in its Service Plan, which include paying for the construction of West 70th Place and the extension of West 70th Drive to Kipling Street, as well as installation of public utilities.

The district will also provide for a regional contribution toward regional improvements, as described in Section 91-5 of the Municipal Code, in the one-time lump sum amount of $250,000.00.

Excerpt from the Scenic Heights West Amendment 1 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 Scenic Heights West Metropolitan District service plan states the following:

- The proposed district totals approximately 7 acres of residential land and is generally located west of Kipling Street, north of W. 69th Pl. and the Union Pacific Railroad, and south of W. 71st Ave.
- The primary purpose of the district is to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of public improvements for the use and benefit of all anticipated inhabitants and taxpayers of the district from the proceeds of debt to be issued by the district. Ongoing operations and maintenance services are only permitted to the extent set forth in the Service Plan for public improvements that are not conveyed to the City and are owned, operated, and maintained by the District.

- 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 $5,000,000 and with a maximum debt service mill levy of 55 mills, except for the portion of debt that is equal to or less than 50% of the District's assessed valuation in which an unlimited debt service mill levy may be imposed.
- Based on a preliminary engineering survey and estimates derived from the zoning of the property within the proposed District's boundaries, an estimate of the costs of the public improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed is approximately $4,548,099.
- The Service Plan also includes an operation and maintenance mill levy of 20 mill for ongoing operation and maintenance costs. The District's first year operating budget is anticipated to be $50,000.
- In lieu of imposing the Arvada Regional Improvements mill levy, the District proposes making a one-time lump sum payment as a regional contribution in an amount not to exceed $197,314.
- Owners and homebuilders within the District are anticipated to provide written 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.

SERVICE PLAN ANALYSIS

The costs associated with the development of the Scenic Heights West 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.

Staff requested a number of non-substantive, technical changes to the service plan language which the applicant has complied with and which are reflected in the redline version of the service plan. The three substantive deviations from the City's Model Service Plan are also reflected in the redline version of the service plan. Except as indicated below, the Service Plan substantively complies with the City's Model Service Plan.

The applicant has requested three substantive deviations from the City's Model Service Plan for the proposed Service Plan. Pursuant to Section 91-20 (c) of the Arvada City Code, the applicant must provide a detailed explanation regarding rationale and justification related to the requested deviation. The applicant's respective explanations are summarized below but may be found in the response letters from the applicant to staff's comments which are included in the meeting packet.

1. Debt Mill Levy. The City's Model Service Plan has a debt mill levy cap of 50 mills. The proposed service plan requests a debt mill levy cap of 55 mills. The applicant has provided an explanation that the mill levy of 55 mills is consistent with the mill levies authorized for other metropolitan districts in Arvada. Staff is not aware of another service

plan that has been approved in Arvada with a 55 mill levy limit. The metropolitan districts in Arvada have a maximum mill levy for debt service capped at 50 mills or below and are authorized to make adjustments to their debt service mill levy which may result in the mill levy exceeding the limit in the service plan because the method of calculating assessed value has changed (usually by the Colorado State Legislature). The intent in allowing for this adjustment is to be revenue neutral meaning districts that make such an adjustment are getting the same amount of property tax revenue for the repayment of debt that they would have received from the mill levy that was imposed within the district's service plan limit upon the initial issuance of the debt had the method of calculation not changed.

2. Operation and Maintenance Mill Levy. The City's Model Service Plan has an operation and maintenance mill levy of 10 mills. The proposed service plan requests an operation and maintenance mill levy of 20 mills. The applicant has provided an explanation that there is not an HOA proposed for the development so, instead of the District imposing an O&M mill levy of 10 mills and an HOA imposing a fee, the applicant will impose a higher O&M mill levy of 20 mills to fund owning, operating, and maintaining public improvements that will not be dedicated to the City or another public entity.

3. Regional Contribution. The City's Model Service Plan includes a requirement that districts impose a regional improvements mill levy. Such a mill levy would be imposed as follows:
   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.

   The Model Service Plan contemplates and Section 91-5 (c) of the Arvada City Code provides that the city may, at its sole discretion, require a cash lump sum payment for Arvada regional improvements in addition to, or as an alternative to, imposing an ARI mill levy.

   The proposed service plan requests that in lieu of imposing the ARI mill levy, the District provides a one-time lump sum regional contributions payment in the amount of $250,000.00. This amount represents 5% of the District's total debt limitation ($5,000,000) and amounts to $3,247/unit. The applicant had previously proposed an amount derived from a partial calculation of projections from the ARI mill levy but revised the proposal to this amount upon staff's request.

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

If City Council finds that any of the criteria set forth in Section 91-32 (b), and detailed in the section above, is not met, City Council shall disapprove the service plan. If City Council finds that any of discretionary criteria set forth in Section 91-32 (c), and detailed in the section above is not met then City Council may disapprove the service plan.

Staff concludes that if City Council determines that the applicant’s requested deviations from the City’s Model Service Plan are appropriate for this proposed district, then the criteria appears to have been met.If City Council finds that the mandatory criteria is met and either finds that the discretionary criteria is also met or that notwithstanding any discretionary criteria that is not met the Service Plan should be approved, City Council shall approve the service plan. City Council also may conditionally approve the service plan.

Should the City Council desire to approve the proposed Scenic Height West Metropolitan District service plan without condition or modification, the approval should be based on the attached resolution for approval along with the recommended condition of approval noted below.

Recommended conditions of approval:

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

SERVICE PLAN

FOR

SCENIC HEIGHTS WEST METROPOLITAN DISTRICT

CITY OF ARVADA, COLORADO

Prepared

by

WBA, PC
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122

Submitted: August 27, 2026

TABLE OF CONTENTS

LIST OF EXHIBITS

ARTICLE I: INTRODUCTION

A. 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 the 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.

B. Need for the District.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, 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.

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

The City's objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. 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.P. 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 of Directors of the District determines that the existence of the District is no longer necessary to accomplish the purposes set forth in this Service Plan, the Board of Directors of the District 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:

Annual Report: means the annual report required to be submitted to the City pursuant to Article VIII below.

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. For districts with property within their 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 each district in the first year of collection of a debt service mill levy by such 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 such 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. For districts with property within their 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 each district in the first year of collection of a debt service mill levy by such 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 such district in the ten (10) years prior to the date of repayment of debt issued for Public Improvements, other than Regional Improvements; and

C. Any 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.

E. The City may, at its sole discretion, require a cash lump sum payment for Regional Improvements as an alternative to imposing an ARI mill levy.

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 Scenic Heights West 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.P. 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 District's 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 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 described in the Initial District Boundary Map.

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 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.B below.

Project: means the development or property commonly referred to as Scenic Heights West.

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 of the District.

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 Boundary Map.

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

Service Plan Amendment: means an amendment to the 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.R.

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 seven (7) 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 seven (7) 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 one-hundred ninety-two (192) people (based on 2.5 persons per residential unit and 77 residential units).

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 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

A. 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.

B. 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 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 any of 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 20.000 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. Construction Standards Limitation. The District will ensure that the Public Improvements 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.

J. 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.

K. 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.

L. Inclusion and Exclusion Limitation. The District shall not include within any of their 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. The District shall not 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.

M. 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.

N. 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.

O. Total Debt Issuance Limitation. The District shall not issue Debt in the total aggregate principal amount in excess of $5,000,000 (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 total debt issuance limitation shall not be applicable to Debt issued to refund existing Debt unless the aggregate principal amount of the Debt issued for refunding purposes exceeds the aggregate principal amount of Debt to be refunded, in which case the difference shall be counted against this limitation.

P. 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.

Q. 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 applicable District's boundaries.

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

S. 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.

T. 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.

U. 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.

V. 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 bond 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.

W. 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. The 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 the 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 the City 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 the 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.

X. 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 $4,548,099.

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.

As an alternative to imposing the ARI Mill Levy, the District agrees to fund no more than $250,000 (the "**Regional Contribution**"), toward Regional Improvements associated with the impacts to the City of the development within the District as more particularly set forth in an intergovernmental agreement between the District and the City for Regional Improvements.

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 $5,000,000 (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 bond 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 Voted 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 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-five (55) 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 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 the Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

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 District's 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 Fifty Thousand Dollars ($50,000), 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 $50,000 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 20.000 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 interest shall accrue on such amounts, as simple interest with no compounding at a rate no greater than eight percent (8%).

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 the Service Plan to the same extent as the District. In accordance with Section 32-1-1101(1)(f)(I), C.R.S., the District 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 the Service Plan.

ARTICLE VIII: ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the City Attorney, City Clerk, Finance Director, and the Director of the Community and Economic Development Department 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 the 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 District 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.

A. 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 board members.

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 applicable Service Plan(s) and any amendments.

12. Any additional information required by law or that the District believes would further transparency.

The District shall update the information required by this Article IX in a timely manner and in any event within 14 days after the information becomes known to the District. The District shall provide the Finance Director with the website Uniform Resource Locator (URL) prior to the execution of the Service Plan and within 2 days of any change to the URL.

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 petitions 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

The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt by the District. The form of notice shall substantially comply with the Model Notice (**Exhibit E**). The City Council shall have the sole discretion to determine whether the form of notice substantially complies with the form and content of the model notice. Any additional public disclosures, to purchasers or otherwise, shall comply with state law as currently in effect or as hereafter amended.

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**, subject to changes approved by the City and agreed upon by the District, at a public meeting subsequent to approving the Service Plan after the District is organized.

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 the District undertake any act which constitutes a material modification to the 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 Act or City Code.

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

(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 the 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 91-32 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.

10. The creation of the District is in the best interest of the City.

EXHIBIT A

Legal Descriptions

EXHIBIT A
SCENIC HEIGHTS WEST METROPOLITAN DISTRICT

District Boundary Description: SHEET 1 OF 1

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 4 BEING S 00°33'41" E AND MONUMENTED AS FOLLOWS:

-NORTHEAST CORNER OF SECTION 4, BEING A 3.25" ALUMINUM CAP IN RANGE BOX, PLS 28291, PER MON REC DATED 6-7-02.

-EAST 1/4 CORNER OF SECTION 4, BEING A FOUND 3" ALUMINUM CAP IN RANGE BOX AS A 130' WITNESS CORNER, PLS 16837, PER MON REC DATED 3-31-88.

POINT OF COMMENCEMENT AT THE NORTHEAST CORNER OF SECTION 4;

THENCE S 00°33'41" E ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 4 A DISTANCE OF 495.01 FEET;

THENCE S 89°40'24" W A DISTANCE OF 20.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF KIPLING STREET AND **THE POINT OF BEGINNING**;

THENCE S 00°33'41" E ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 898.85 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD, DENVER & RIO GRANDE WESTERN RAILROAD AND DENVER AND NORTHWESTERN RAILWAY COMPANY RIGHT-OF-WAY;

THENCE N 48°23'36" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 565.20 FEET TO THE SOUTHEAST CORNER OF KEN KREST SUBDIVISION, A SUBDIVISION RECORDED AT RECEPTION NO. 73573979;

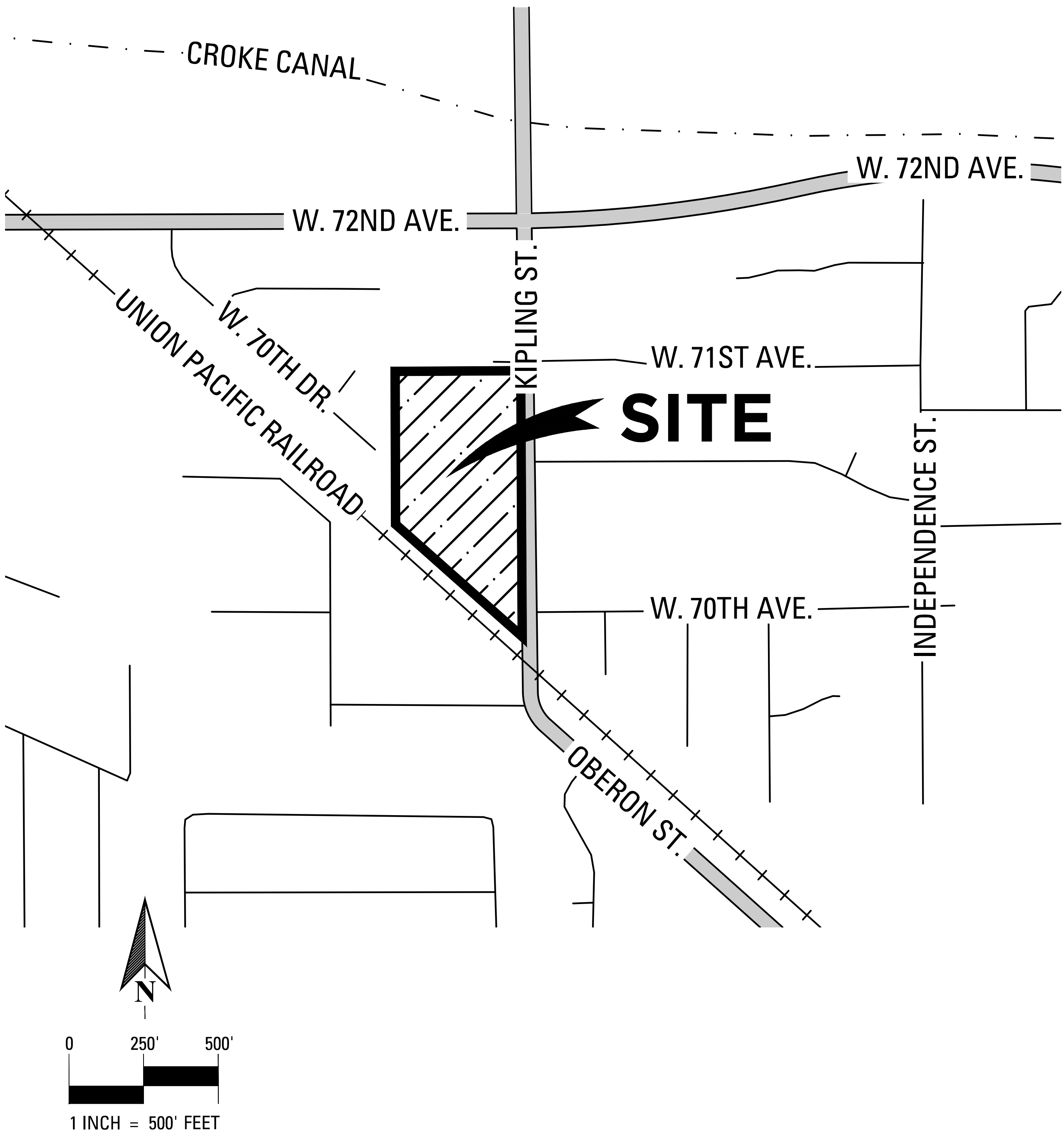
THENCE N 00°37'20" W ALONG THE EASTERLY BOUNDARY OF SAID SUBDIVISION A DISTANCE OF 521.15 FEET TO THE SOUTHWEST CORNER OF ARVADA RETIREMENT RESIDENCE - MINOR PLAT, A SUBDIVISION RECORDED AT RECEPTION NO. 2007001863;

THENCE N 89°40'24" E ALONG THE SOUTHERLY BOUNDARY OF SAID SUBDIVISION AND THE EXTENSION THEREOF A DISTANCE OF 419.47 FEET TO **THE POINT OF BEGINNING**.

EXHIBIT B

Arvada Vicinity Map

EXHIBIT B



KT
KT ENGINEERING

12500 W. 58th AVE. #230
ARVADA, CO 80002
PH: 720.638.5190

TITLE:
SCENIC HEIGHTS WEST METROPOLITAN DISTRICT VICINITY MAP

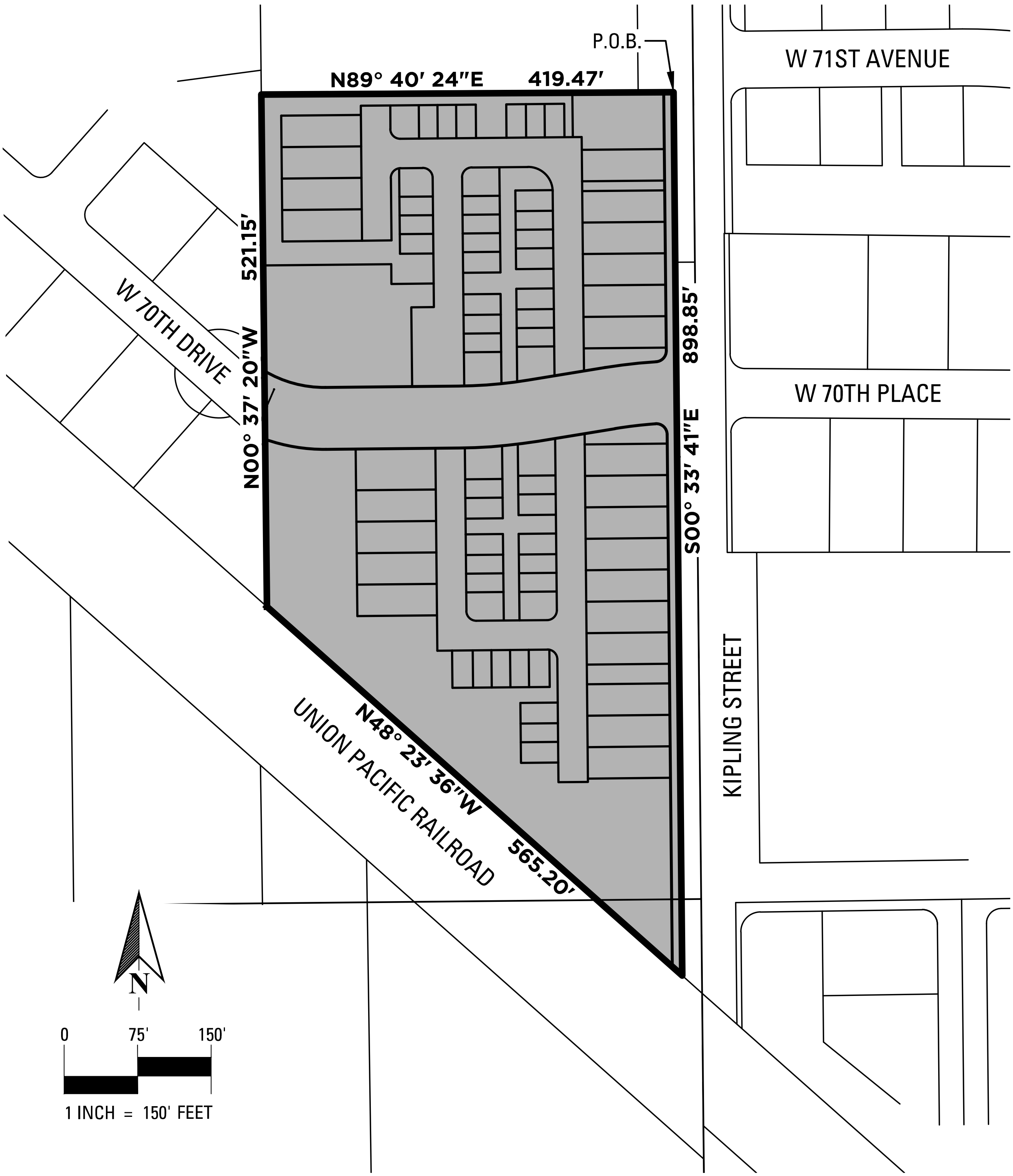
LOCATION:
LOCATED IN THE NORTHEAST 1/4 OF SECTION 4,
TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH P.M.
CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO

SCALE:	DATE:	PROJECT NO:	AREA:	PATH:
1"=500'	08.03.2023	0009-2015		J:\0009\2015\CIVIL\EXHIBITS\DISTRICT\EXHIBIT B-2.DWG

EXHIBIT C

Initial District Boundary Map

EXHIBIT C



KT ENGINEERING

12500 W. 58th AVE. #230
ARVADA, CO 80002
PH: 720.638.5190

TITLE:

SCENIC HEIGHTS WEST METROPOLITAN DISTRICT BOUNDARY MAP

LOCATION:

LOCATED IN THE NORTHEAST 1/4 OF SECTION 4,
TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH P.M.
CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO

SCALE:	DATE:	PROJECT NO:	AREA:	PATH:
1"=150'	08.03.2023	0009-2015	6.8314 AC	J:\0009\2015\CIVIL\EXHIBITS\DISTRICT\EXHIBIT B-1.DWG

EXHIBIT D

Intergovernmental Agreement between the District and City

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 Scenic Heights West 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 submitted August 27, 2026 and approved September 1, 2026, 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. <u>Incorporation by Reference</u>. 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. <u>Regional Contribution</u>. The District agrees to fund $250,000 ("Regional Contribution"), toward Regional Improvements (as defined in the Service Plan) associated with the impacts to the City of the development within the District. The Regional Contribution shall be paid from bond proceeds and shall be payable to the City when the District issues Debt. The City agrees that it shall use the Regional Contribution to fund Regional Improvements that shall be owned, operated and maintained by a public entity, and shall be limited to sanitation, water, streets, safety protection, fire protection, parks and recreation, transportation, and mosquito control improvements and facilities.

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.

SCENIC HEIGHTS WEST METROPOLITAN DISTRICT

By: ___________________________________
President

ATTEST:

By: ___________________________________
Secretary

CITY OF ARVADA, COLORADO

By: ___________________________________
Mayor

ATTEST:

By: ___________________________________
City Clerk

61325747.v4
#1330015v3

Exhibit A to Intergovernmental Agreement

Public Improvements to be Maintained by the District

SCENIC HEIGHT WEST

MAINTENANCE RESPONSIBILITY MAP

06/03/2026

KT

KT ENGINEERING

ENGINEERS • SURVEYORS

12500 W. 58th AVE. #230
ARVADA, CO 80002
PH: 720.638.5190

Exhibit B to Intergovernmental Agreement

NOTICE OF INCLUSION IN METROPOLITAN DISTRICT AND 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:

SCENIC HEIGHTS WEST METROPOLITAN DISTRICT (the "District")

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:

75 mills, subject to adjustment, as described in the District's Service Plan

Based on the property's inclusion in the metropolitan district, a residential parcel with a sale price of $700,000 could result in ADDITIONAL annual property taxes up to;

$3,570.00

Additionally, based on estimated growth of 6.0% in assessed value upon biennial reassessment, as reflected in the Financial Plan attached as Exhibit F to the District's Service Plan, a residential parcel with a saleprice of $700,000 would be valued at $742,000 after the first biennial reassessment, and the property's inclusion in the metropolitan district could result in HIGHER annual property taxes after the first reassessment up to;

$3,784.20

The Financial Plan estimates that the assessed value of property in the District will grow by 6.0% 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; [ADD DISTRICT WEBSITE URL AFTER ORGANIZATIONAL MEETING]

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

ESTIMATE OF PROPERTY TAXES

Annual Tax Levied on Residential Property with $700,000 Actual Value <u>Without</u> the District Mill Levy:

Taxing Entity	Mill Levies (2025**)	Annual Tax Levied Without Growth in Assessed Value	Estimated Tax Levied in 2027 Assuming 6% Growth at Biennial Reassessment
Apex Park & Rec District	4.393	$209.11	$221.65
Arvada	4.310	$205.16	$217.47
Arvada Fire District	16.411	$781.16	$828.03
County	26.978	$1,284.15	$1,361.20
Moffat Tunnel Improvement District	0	$0	$0
Regional Transportation District	0	$0	$0
School	44.349	$2,111.01	$2,237.67
Urban Drainage & Flood Control South Platte	0.100	$4.76	$5.05
Urban Drainage & Flood Control District	0.900	$42.84	$45.41
TOTAL	97.441	$4,638.19	$4,916.48

Annual Tax Levied on Commercial Property with $700,000 Actual Value <u>With</u> the District Mill Levy (Assuming Maximum District Mill Levy):

Taxing Entity	Mill Levies (2025**)	Annual Tax Levied Without Growth in Assessed Value	Estimated Tax Levied in 2027 Assuming 6% Growth at Biennial Reassessment
Apex Park & Rec District	4.393	$209.11	$221.65
Arvada	4.310	$205.16	$217.47
Arvada Fire District	16.411	$781.16	$828.03

County	26.987	$1,284.15	$1,361.20
Moffat Tunnel Improvement District	0	$0	$0
Regional Transportation District	0	$0	$0
School	44.349	$2,111.01	$2,237.67
Urban Drainage & Flood Control South Platte	0.100	$4.76	$5.05
Urban Drainage & Flood Control District	0.900	$42.84	$45.41
Scenic Heights West Metropolitan District	75	$3,570.00	$3,784.20
TOTAL	172.441	$8,208.19	$8,700.68

**This estimate of mill levies is based upon mill levies certified by the Jefferson County Assessor's Office in December 2025 for collection in 2026, 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 Jefferson County Assessor's Office to obtain accurate and current information.

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:

SCENIC HEIGHTS WEST METROPOLITAN DISTRICT (the "District")

The District's Service Plan (the "Service Plan") and intergovernmental agreement between the District and the City of Arvada (the "Intergovernmental Agreement"), 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 20 mills, 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:

> 75 mills (total for debt service and operations and maintenance), subject to adjustment, as described in the Service Plan

Based on the property's inclusion in the District, a residential parcel with a sale price of $700,000 could result in ADDITIONAL annual property taxes up to;

$3,570.00

Additionally, based on estimated growth of 6.00% 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 $700,000 would be valued at $742,000 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;

$3,784.20

The Financial Plan estimates that the assessed value of property in the District will grow by 6.0% 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; [ADD DISTRICT WEBSITE URL AFTER ORGANIZATIONAL MEETING]

You may wish to consult with: (1) the Jefferson County Assessor's Office 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 Residential Property with $700,000 Actual Value <u>Without</u> the District Mill Levy:

Taxing Entity	**Mill Levies (2025**)**	**Annual Tax Levied Without Growth in Assessed Value**	**Estimated Tax Levied in 2027 Assuming 6% Growth at Biennial Reassessment**
Apex Park & Rec District	4.393	$209.11	$221.65
Arvada	4.310	$205.16	$217.47
Arvada Fire District	16.411	$781.16	$828.03
County	26.978	$1,284.15	$1,361.20
Moffat Tunnel Improvement District	0	$0	$0
Regional Transportation District	0	$0	$0
School	44.349	$2,111.01	$2,237.67
Urban Drainage & Flood Control South Platte	0.100	$4.76	$5.05
Urban Drainage & Flood Control District	0.900	$42.84	$45.41
TOTAL	97.441	$4,638.19	$4,916.48

Annual Tax Levied on Commercial Property with $700,000 Actual Value <u>With</u> the District Mill Levy (Assuming Maximum District Mill Levy):

Taxing Entity	**Mill Levies (2025**)**	**Annual Tax Levied Without Growth in Assessed Value**	**Estimated Tax Levied in 2027 Assuming 6% Growth at Biennial Reassessment**
Apex Park & Rec District	4.393	$209.11	$221.65
Arvada	4.310	$205.16	$217.47
Arvada Fire District	16.411	$781.16	$828.03

County	26.987	$1,284.15	$1,361.20
Moffat Tunnel Improvement District	0	$0	$0
Regional Improvement District	0	$0	$0
School	44.349	$2.111.01	$2,237.67
Urban Drainage & Flood Control South Platte	0.100	$4.76	$5.05
Urban Drainage & Flood Control District	0.900	$42.84	$45.41
Scenic Heights West Metropolitan District	75	$3,570.00	$3,784.20
TOTAL	172.441	$8,208.19	$8,700.68

**This estimate of mill levies is based upon mill levies certified by the Jefferson County Assessor's Office in December 2025 for collection in 2026, 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 Jefferson County Assessor's Office to obtain accurate and current information.

EXHIBIT F

Financial Plan

SCENIC HEIGHTS WEST METROPOLITAN DISTRICT

Jefferson County, Colorado

~~~~~

GENERAL OBLIGATION BONDS, SERIES 2028

GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2038

~~~~~

Service Plan

Bond Assumptions	Series 2027	Series 2037	Total
Closing Date	12/1/2027	12/1/2037	
First Call Date	12/1/2032	12/1/2048	
Final Maturity	12/1/2057	12/1/2067	
Sources of Funds			
Par Amount	3,835,000	4,705,000	**8,540,000**
Funds on Hand	0	511,854	**511,854**
Total	3,835,000	5,216,854	**9,051,854**
Uses of Funds			
Project Fund	**$2,281,196**	**$1,165,000**	**$3,446,196**
Regional Contribution	250,000	0	**250,000**
Refunding Escrow	0	3,755,000	**3,755,000**
Debt Service Reserve	351,854	0	**351,854**
Capitalized Interest	575,250	0	**575,250**
Surplus Deposit	0	0	**0**
Costs of Issuance	376,700	294,100	**670,800**
Rounding	0	2,754	**2,754**
Total	3,835,000	5,216,854	**9,051,854**
Bond Features			
Projected Coverage	100x	100x	
Tax Status	Tax-Exempt	Tax-Exempt	
Rating	Non-Rated	Inv. Grade	
Average Coupon	5.000%	4.000%	
Annual Trustee Fee	$4,000	$4,000	
Biennial Reassessment			
Residential	6.00%	6.00%	
Commercial	0.00%	0.00%	

Taxing Authority Assumptions	
Metropolitan District Revenue	
Residential Assessment Ratio	
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 (Unadj.)	55.000
Target Mill Levy	55.000
Specific Ownership Taxes	6.00%
County Treasurer Fee	1.50%
Operations	
Operations Mill Levy	20.000
Total Mill Levy	75.000

SCENIC HEIGHTS WEST METROPOLITAN DISTRICT
Development Summary

	Residential								
	TH	SFD	Product 3	Product 4	Product 5	Product 6	Product 7	Product 8	Total Residential
Statutory Actual Value (2025)	$525,000	$700,000	$	$	$	$	$	$	
2025	-	-	-	-	-	-	-	-	-
2026	-	-	-	-	-	-	-	-	-
2027	-	2	-	-	-	-	-	-	2
2028	25	12	-	-	-	-	-	-	37
2029	26	12	-	-	-	-	-	-	38
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	51	26	-	-	-	-	-	-	77
Total Statutory Actual Value	**$26,775,000**	**$18,200,000**	**$**	**$**	**$**	**$**	**$**	**$**	**$44,975,000**

SCENIC HEIGHTS WEST 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	6.700%	0	***0***
2025	0	27.90%	***0***	0		0		0	6.700%	0	***0***
2026	140,000	27.00%	0	0		0		0	6.250%	0	0
2027	2,152,500	26.00%	0	2		1,456,560		1,456,560	6.800%	0	0
2028	2,205,000	25.00%	35,000	37	87,394	24,386,456		24,386,456	6.800%	0	35,000
2029	0	25.00%	538,125	38		48,254,085		48,254,085	6.800%	99,046	637,171
2030	0	25.00%	551,250	0	2,895,245	51,149,330		51,149,330	6.800%	1,658,279	2,209,529
2031	0	25.00%	0	0		51,149,330		51,149,330	6.800%	3,281,278	3,281,278
2032	0	25.00%	0	0	3,068,960	54,218,290		54,218,290	6.800%	3,478,154	3,478,154
2033	0	25.00%	0	0		54,218,290		54,218,290	6.800%	3,478,154	3,478,154
2034	0	25.00%	0	0	3,253,097	57,471,387		57,471,387	6.800%	3,686,844	3,686,844
2035	0	25.00%	0	0		57,471,387		57,471,387	6.800%	3,686,844	3,686,844
2036	0	25.00%	0	0	3,448,283	60,919,670		60,919,670	6.800%	3,908,054	3,908,054
2037	0	25.00%	0	0		60,919,670		60,919,670	6.800%	3,908,054	3,908,054
2038	0	25.00%	0	0	3,655,180	64,574,851		64,574,851	6.800%	4,142,538	4,142,538
2039	0	25.00%	0	0		64,574,851		64,574,851	6.800%	4,142,538	4,142,538
2040	0	25.00%	0	0	3,874,491	68,449,342		68,449,342	6.800%	4,391,090	4,391,090
2041	0	25.00%	0	0		68,449,342		68,449,342	6.800%	4,391,090	4,391,090
2042	0	25.00%	0	0	4,106,961	72,556,302		72,556,302	6.800%	4,654,555	4,654,555
2043	0	25.00%	0	0		72,556,302		72,556,302	6.800%	4,654,555	4,654,555
2044	0	25.00%	0	0	4,353,378	76,909,680		76,909,680	6.800%	4,933,829	4,933,829
2045	0	25.00%	0	0		76,909,680		76,909,680	6.800%	4,933,829	4,933,829
2046	0	25.00%	0	0	4,614,581	81,524,261		81,524,261	6.800%	5,229,858	5,229,858
2047	0	25.00%	0	0		81,524,261		81,524,261	6.800%	5,229,858	5,229,858
2048	0	25.00%	0	0	4,891,456	86,415,717		86,415,717	6.800%	5,543,650	5,543,650
2049	0	25.00%	0	0		86,415,717		86,415,717	6.800%	5,543,650	5,543,650
2050	0	25.00%	0	0	5,184,943	91,600,660		91,600,660	6.800%	5,876,269	5,876,269
2051	0	25.00%	0	0		91,600,660		91,600,660	6.800%	5,876,269	5,876,269
2052	0	25.00%	0	0	5,496,040	97,096,699		97,096,699	6.800%	6,228,845	6,228,845
2053	0	25.00%	0	0		97,096,699		97,096,699	6.800%	6,228,845	6,228,845
2054	0	25.00%	0	0	5,825,802	102,922,501		102,922,501	6.800%	6,602,576	6,602,576
2055	0	25.00%	0	0		102,922,501		102,922,501	6.800%	6,602,576	6,602,576
2056	0	25.00%	0	0	6,175,350	109,097,851		109,097,851	6.800%	6,998,730	6,998,730
2057	0	25.00%	0	0		109,097,851		109,097,851	6.800%	6,998,730	6,998,730
2058	0	25.00%	0	0	6,545,871	115,643,723		115,643,723	6.800%	7,418,654	7,418,654
2059	0	25.00%	0	0		115,643,723		115,643,723	6.800%	7,418,654	7,418,654
2060	0	25.00%	0	0	6,938,623	122,582,346		122,582,346	6.800%	7,863,773	7,863,773
2061	0	25.00%	0	0		122,582,346		122,582,346	6.800%	7,863,773	7,863,773
2062	0	25.00%	0	0	7,354,941	129,937,287		129,937,287	6.800%	8,335,600	8,335,600
2063	0	25.00%	0	0		129,937,287		129,937,287	6.800%	8,335,600	8,335,600
2064	0	25.00%	0	0	7,796,237	137,733,524		137,733,524	6.800%	8,835,735	8,835,735
2065	0	25.00%	0	0		137,733,524		137,733,524	6.800%	8,835,735	8,835,735
2066	0	25.00%	0	0	8,264,011	145,997,535		145,997,535	6.800%	9,365,880	9,365,880
2067	0	25.00%	0	0		145,997,535		145,997,535	6.800%	9,365,880	9,365,880
Total				77	97,830,844		0				

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

D|A|DAVIDSON

SCENIC HEIGHTS WEST METROPOLITAN
DISTRICT Revenue Calculation

	District Mill Levy Revenue				Expenses		Total
	Assessed Value in Collection Year (2-year lag)	District Mill Levy[1] 55.000 SP Cap 55.000 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	0	0.000	0	0	0	0	0
2028	35,000	55.000	1,915	115	(29)	(2,002)	0
2029	637,171	55.000	34,869	2,092	(523)	(4,000)	32,438
2030	2,209,529	55.000	120,916	7,255	(1,814)	(4,000)	122,358
2031	3,281,278	55.000	179,568	10,774	(2,694)	(4,000)	183,648
2032	3,478,154	55.000	190,342	11,421	(2,855)	(4,000)	194,907
2033	3,478,154	55.000	190,342	11,421	(2,855)	(4,000)	194,907
2034	3,686,844	55.000	201,763	12,106	(3,026)	(4,000)	206,842
2035	3,686,844	55.000	201,763	12,106	(3,026)	(4,000)	206,842
2036	3,908,054	55.000	213,868	12,832	(3,208)	(4,000)	219,492
2037	3,908,054	55.000	213,868	12,832	(3,208)	(4,000)	219,492
2038	4,142,538	55.000	226,700	13,602	(3,401)	(4,000)	232,902
2039	4,142,538	55.000	226,700	13,602	(3,401)	(4,000)	232,902
2040	4,391,090	55.000	240,302	14,418	(3,605)	(4,000)	247,116
2041	4,391,090	55.000	240,302	14,418	(3,605)	(4,000)	247,116
2042	4,654,555	55.000	254,721	15,283	(3,821)	(4,000)	262,183
2043	4,654,555	55.000	254,721	15,283	(3,821)	(4,000)	262,183
2044	4,933,829	55.000	270,004	16,200	(4,050)	(4,000)	278,154
2045	4,933,829	55.000	270,004	16,200	(4,050)	(4,000)	278,154
2046	5,229,858	55.000	286,204	17,172	(4,293)	(4,000)	295,083
2047	5,229,858	55.000	286,204	17,172	(4,293)	(4,000)	295,083
2048	5,543,650	55.000	303,376	18,203	(4,551)	(4,000)	313,028
2049	5,543,650	55.000	303,376	18,203	(4,551)	(4,000)	313,028
2050	5,876,269	55.000	321,579	19,295	(4,824)	(4,000)	332,050
2051	5,876,269	55.000	321,579	19,295	(4,824)	(4,000)	332,050
2052	6,228,845	55.000	340,874	20,452	(5,113)	(4,000)	352,213
2053	6,228,845	55.000	340,874	20,452	(5,113)	(4,000)	352,213
2054	6,602,576	55.000	361,326	21,680	(5,420)	(4,000)	373,586
2055	6,602,576	55.000	361,326	21,680	(5,420)	(4,000)	373,586
2056	6,998,730	55.000	383,006	22,980	(5,745)	(4,000)	396,241
2057	6,998,730	55.000	383,006	22,980	(5,745)	(4,000)	396,241
2058	7,418,654	55.000	405,986	24,359	(6,090)	(4,000)	420,255
2059	7,418,654	55.000	405,986	24,359	(6,090)	(4,000)	420,255
2060	7,863,773	55.000	430,345	25,821	(6,455)	(4,000)	445,711
2061	7,863,773	55.000	430,345	25,821	(6,455)	(4,000)	445,711
2062	8,335,600	55.000	456,166	27,370	(6,842)	(4,000)	472,693
2063	8,335,600	55.000	456,166	27,370	(6,842)	(4,000)	472,693
2064	8,835,735	55.000	483,536	29,012	(7,253)	(4,000)	501,295
2065	8,835,735	55.000	483,536	29,012	(7,253)	(4,000)	501,295
2066	9,365,880	55.000	512,548	30,753	(7,688)	(4,000)	531,612
2067	9,365,880	55.000	512,548	30,753	(7,688)	(4,000)	531,612
Total			12,102,557	726,153	(181,538)	(158,002)	12,489,170

1. Estimated; Annual mill expected to fluctuate with future legislative/market value exemptions (tbd).

SCENIC HEIGHTS WEST METROPOLITAN
DISTRICT Senior Debt Service

	Total	Net Debt Service				Senior Surplus Fund			Ratio Analysis	
		Series 2027	Series 2037							
	Revenue Available for Debt Service	Dated: 12/1/27 Par: $3,835,000 Proj: $2,531,196	Dated: 12/1/37 Par: $4,705,000 Proj: $1,165,000 Esc: $3,755,000	Total	Funds on Hand as a Source	Annual Surplus	Cumulative Balance $383,500 Max	Released Revenue	Senior Debt to Assessed Value	Debt Service Coverage
2023	0									
2024	0									
2025	0									
2026	0									
2027	0	0		0		0	*0*	*0*	n/a	n/a
2028	0	0		0		0	*0*	*0*	10957%	n/a
2029	32,438	0		0		32,438	*32,438*	*0*	602%	n/a
2030	122,358	0		0		122,358	*154,796*	*0*	174%	n/a
2031	183,648	191,750		191,750		(8,102)	*146,694*	*0*	117%	96%
2032	194,907	191,750		191,750		3,157	*149,852*	*0*	110%	102%
2033	194,907	191,750		191,750		3,157	*153,009*	*0*	110%	102%
2034	206,842	201,750		201,750		5,092	*158,101*	*0*	104%	103%
2035	206,842	206,250		206,250		592	*158,693*	*0*	104%	100%
2036	219,492	215,500		215,500		3,992	*162,685*	*0*	97%	102%
2037	219,492	219,250	0	219,250	$160,000	(159,758)	2,928	*0*	243%	100%
2038	232,902	Ref'd by Ser. '37	188,200	188,200		44,702	47,630	0	114%	124%
2039	232,902		188,200	188,200		44,702	92,331	0	114%	124%
2040	247,116		203,200	203,200		43,916	136,247	0	107%	122%
2041	247,116		202,600	202,600		44,516	180,763	0	107%	122%
2042	262,183		212,000	212,000		50,183	230,946	0	100%	124%
2043	262,183		216,000	216,000		46,183	277,129	0	100%	121%
2044	278,154		224,800	224,800		53,354	330,483	0	94%	124%
2045	278,154		228,200	228,200		49,954	380,437	0	93%	122%
2046	295,083		241,400	241,400		53,683	383,500	50,620	87%	122%
2047	295,083		239,000	239,000		56,083	383,500	56,083	86%	123%
2048	313,028		256,600	256,600		56,428	383,500	56,428	80%	122%
2049	313,028		253,400	253,400		59,628	383,500	59,628	78%	124%
2050	332,050		270,200	270,200		61,850	383,500	61,850	72%	123%
2051	332,050		271,200	271,200		60,850	383,500	60,850	71%	122%
2052	352,213		287,000	287,000		65,213	383,500	65,213	65%	123%
2053	352,213		287,000	287,000		65,213	383,500	65,213	63%	123%
2054	373,586		306,800	306,800		66,786	383,500	66,786	57%	122%
2055	373,586		305,600	305,600		67,986	383,500	67,986	55%	122%
2056	396,241		324,200	324,200		72,041	383,500	72,041	50%	122%
2057	396,241		321,800	321,800		74,441	383,500	74,441	47%	123%
2058	420,255		344,200	344,200		76,055	383,500	76,055	42%	122%
2059	420,255		345,400	345,400		74,855	383,500	74,855	39%	122%
2060	445,711		361,200	361,200		84,511	383,500	84,511	34%	123%
2061	445,711		361,000	361,000		84,711	383,500	84,711	31%	123%
2062	472,693		385,400	385,400		87,293	383,500	87,293	26%	123%
2063	472,693		383,400	383,400		89,293	383,500	89,293	22%	123%
2064	501,295		411,000	411,000		90,295	383,500	90,295	17%	122%
2065	501,295		407,000	407,000		94,295	383,500	94,295	13%	123%
2066	531,612		432,600	432,600		99,012	383,500	99,012	9%	123%
2067	531,612		431,600	431,600		100,012	0	483,512	4%	123%
Total	12,489,170	1,418,000	8,890,200	10,308,200	160,000	2,020,970		2,020,970		

D|A|DAVIDSON

SCENIC HEIGHTS WEST METROPOLITAN DISTRICT Operations Projection

	Total	Operations Revenue				Total	Total Mills
	Assessed Value in Collection Year (2-year lag)	Operations Mill Levy 20.000 Target	Ops Mill Levy Collections 100%	Specific Ownership Taxes 6%	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	0	0.000	0	0	0	0	0.000
2028	35,000	20.000	697	42	(11)	727	75.000
2029	637,171	20.000	12,680	761	(202)	13,239	75.000
2030	2,209,529	20.000	43,970	2,638	(699)	45,909	75.000
2031	3,281,278	20.000	65,297	3,918	(1,038)	68,177	75.000
2032	3,478,154	20.000	69,215	4,153	(1,101)	72,268	75.000
2033	3,478,154	20.000	69,215	4,153	(1,101)	72,268	75.000
2034	3,686,844	20.000	73,368	4,402	(1,167)	76,604	75.000
2035	3,686,844	20.000	73,368	4,402	(1,167)	76,604	75.000
2036	3,908,054	20.000	77,770	4,666	(1,237)	81,200	75.000
2037	3,908,054	20.000	77,770	4,666	(1,237)	81,200	75.000
2038	4,142,538	20.000	82,436	4,946	(1,311)	86,072	75.000
2039	4,142,538	20.000	82,436	4,946	(1,311)	86,072	75.000
2040	4,391,090	20.000	87,383	5,243	(1,389)	91,236	75.000
2041	4,391,090	20.000	87,383	5,243	(1,389)	91,236	75.000
2042	4,654,555	20.000	92,626	5,558	(1,473)	96,710	75.000
2043	4,654,555	20.000	92,626	5,558	(1,473)	96,710	75.000
2044	4,933,829	20.000	98,183	5,891	(1,561)	102,513	75.000
2045	4,933,829	20.000	98,183	5,891	(1,561)	102,513	75.000
2046	5,229,858	20.000	104,074	6,244	(1,655)	108,664	75.000
2047	5,229,858	20.000	104,074	6,244	(1,655)	108,664	75.000
2048	5,543,650	20.000	110,319	6,619	(1,754)	115,184	75.000
2049	5,543,650	20.000	110,319	6,619	(1,754)	115,184	75.000
2050	5,876,269	20.000	116,938	7,016	(1,859)	122,095	75.000
2051	5,876,269	20.000	116,938	7,016	(1,859)	122,095	75.000
2052	6,228,845	20.000	123,954	7,437	(1,971)	129,420	75.000
2053	6,228,845	20.000	123,954	7,437	(1,971)	129,420	75.000
2054	6,602,576	20.000	131,391	7,883	(2,089)	137,186	75.000
2055	6,602,576	20.000	131,391	7,883	(2,089)	137,186	75.000
2056	6,998,730	20.000	139,275	8,356	(2,214)	145,417	75.000
2057	6,998,730	20.000	139,275	8,356	(2,214)	145,417	75.000
2058	7,418,654	20.000	147,631	8,858	(2,347)	154,142	75.000
2059	7,418,654	20.000	147,631	8,858	(2,347)	154,142	75.000
2060	7,863,773	20.000	156,489	9,389	(2,488)	163,390	75.000
2061	7,863,773	20.000	156,489	9,389	(2,488)	163,390	75.000
2062	8,335,600	20.000	165,878	9,953	(2,637)	173,194	75.000
2063	8,335,600	20.000	165,878	9,953	(2,637)	173,194	75.000
2064	8,835,735	20.000	175,831	10,550	(2,796)	183,585	75.000
2065	8,835,735	20.000	175,831	10,550	(2,796)	183,585	75.000
2066	9,365,880	20.000	186,381	11,183	(2,963)	194,600	75.000
2067	9,365,880	20.000	186,381	11,183	(2,963)	194,600	75.000
Total			4,400,930	264,056	(69,975)	4,595,011	

SOURCES AND USES OF FUNDS

SCENIC HEIGHTS WEST METROPOLITAN DISTRICT
JEFFERSON COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2027
55.000 (target) Mills
Non-Rated, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)
~~~

Dated Date	12/01/2027
Delivery Date	12/01/2027

Sources:		
Bond Proceeds:		
Par Amount		3,835,000.00
		3,835,000.00

Uses:		
Project Fund Deposits:		
Project Fund	2,281,195.83	
Regional Contribution	250,000.00	
		2,531,195.83
Other Fund Deposits:		
Capitalized Interest Fund	575,250.00	
Debt Service Reserve Fund	351,854.17	
		927,104.17
Cost of Issuance:		
Other Cost of Issuance*		300,000.00
Delivery Date Expenses:		
Underwriter's Discount		76,700.00
		3,835,000.00
~~~

D|A DAVIDSON FIXED INCOME CAPITAL MARKETS

BOND SUMMARY STATISTICS

SCENIC HEIGHTS WEST METROPOLITAN DISTRICT
JEFFERSON COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2027
55.000 (target) Mills
Non-Rated, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)
~~~

Dated Date	12/01/2027
Delivery Date	12/01/2027
First Coupon	06/01/2028
Last Maturity	12/01/2057
Arbitrage Yield	5.000000%
True Interest Cost (TIC)	5.148691%
Net Interest Cost (NIC)	5.000000%
All-In TIC	5.775588%
Average Coupon	5.000000%
Average Life (years)	24.039
Weighted Average Maturity (years)	24.039
Duration of Issue (years)	13.874
Par Amount	3,835,000.00
Bond Proceeds	3,835,000.00
Total Interest	4,609,500.00
Net Interest	4,686,200.00
Bond Years from Dated Date	92,190,000.00
Bond Years from Delivery Date	92,190,000.00
Total Debt Service	8,444,500.00
Maximum Annual Debt Service	745,500.00
Average Annual Debt Service	281,483.33
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 2057	3,835,000.00	100.000	5.000%	24.039	12/15/2051	5,944.25
	3,835,000.00			24.039		5,944.25

	TIC	All-In TIC	Arbitrage Yield
Par Value	3,835,000.00	3,835,000.00	3,835,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-76,700.00	-76,700.00	
- Cost of Issuance Expense		-300,000.00	
- Other Amounts			
Target Value	3,758,300.00	3,458,300.00	3,835,000.00
Target Date	12/01/2027	12/01/2027	12/01/2027
Yield	5.148691%	5.775588%	5.000000%
~~~

D|A DAVIDSON
FIXED INCOME CAPITAL MARKETS

BOND DEBT SERVICE

SCENIC HEIGHTS WEST METROPOLITAN DISTRICT
JEFFERSON COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2027
55.000 (target) Mills
Non-Rated, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)
~~~

Dated Date	12/01/2027
Delivery Date	12/01/2027

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2028			95,875.00	95,875.00	
12/01/2028			95,875.00	95,875.00	191,750.00
06/01/2029			95,875.00	95,875.00	
12/01/2029			95,875.00	95,875.00	191,750.00
06/01/2030			95,875.00	95,875.00	
12/01/2030			95,875.00	95,875.00	191,750.00
06/01/2031			95,875.00	95,875.00	
12/01/2031			95,875.00	95,875.00	191,750.00
06/01/2032			95,875.00	95,875.00	
12/01/2032			95,875.00	95,875.00	191,750.00
06/01/2033			95,875.00	95,875.00	
12/01/2033			95,875.00	95,875.00	191,750.00
06/01/2034			95,875.00	95,875.00	
12/01/2034	10,000.00	5.000%	95,875.00	105,875.00	201,750.00
06/01/2035			95,625.00	95,625.00	
12/01/2035	15,000.00	5.000%	95,625.00	110,625.00	206,250.00
06/01/2036			95,250.00	95,250.00	
12/01/2036	25,000.00	5.000%	95,250.00	120,250.00	215,500.00
06/01/2037			94,625.00	94,625.00	
12/01/2037	30,000.00	5.000%	94,625.00	124,625.00	219,250.00
06/01/2038			93,875.00	93,875.00	
12/01/2038	40,000.00	5.000%	93,875.00	133,875.00	227,750.00
06/01/2039			92,875.00	92,875.00	
12/01/2039	45,000.00	5.000%	92,875.00	137,875.00	230,750.00
06/01/2040			91,750.00	91,750.00	
12/01/2040	60,000.00	5.000%	91,750.00	151,750.00	243,500.00
06/01/2041			90,250.00	90,250.00	
12/01/2041	65,000.00	5.000%	90,250.00	155,250.00	245,500.00
06/01/2042			88,625.00	88,625.00	
12/01/2042	80,000.00	5.000%	88,625.00	168,625.00	257,250.00
06/01/2043			86,625.00	86,625.00	
12/01/2043	85,000.00	5.000%	86,625.00	171,625.00	258,250.00
06/01/2044			84,500.00	84,500.00	
12/01/2044	105,000.00	5.000%	84,500.00	189,500.00	274,000.00
06/01/2045			81,875.00	81,875.00	
12/01/2045	110,000.00	5.000%	81,875.00	191,875.00	273,750.00
06/01/2046			79,125.00	79,125.00	
12/01/2046	135,000.00	5.000%	79,125.00	214,125.00	293,250.00
06/01/2047			75,750.00	75,750.00	
12/01/2047	140,000.00	5.000%	75,750.00	215,750.00	291,500.00
06/01/2048			72,250.00	72,250.00	
12/01/2048	165,000.00	5.000%	72,250.00	237,250.00	309,500.00
06/01/2049			68,125.00	68,125.00	
12/01/2049	175,000.00	5.000%	68,125.00	243,125.00	311,250.00
06/01/2050			63,750.00	63,750.00	
12/01/2050	200,000.00	5.000%	63,750.00	263,750.00	327,500.00
06/01/2051			58,750.00	58,750.00	
12/01/2051	210,000.00	5.000%	58,750.00	268,750.00	327,500.00
06/01/2052			53,500.00	53,500.00	
12/01/2052	240,000.00	5.000%	53,500.00	293,500.00	347,000.00
06/01/2053			47,500.00	47,500.00	
12/01/2053	255,000.00	5.000%	47,500.00	302,500.00	350,000.00
06/01/2054			41,125.00	41,125.00	
12/01/2054	290,000.00	5.000%	41,125.00	331,125.00	372,250.00
06/01/2055			33,875.00	33,875.00	
12/01/2055	305,000.00	5.000%	33,875.00	338,875.00	372,750.00
06/01/2056			26,250.00	26,250.00	
12/01/2056	340,000.00	5.000%	26,250.00	366,250.00	392,500.00
06/01/2057			17,750.00	17,750.00	
12/01/2057	710,000.00	5.000%	17,750.00	727,750.00	745,500.00
	3,835,000.00		4,609,500.00	8,444,500.00	8,444,500.00
~~~

D|A DAVIDSON
FIXED INCOME CAPITAL MARKETS

NET DEBT SERVICE

SCENIC HEIGHTS WEST METROPOLITAN DISTRICT
JEFFERSON COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2027
55.000 (target) Mills
Non-Rated, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)
~~~

Period Ending	Principal	Interest	Total Debt Service	Debt Service Reserve Fund	Capitalized Interest Fund	Net Debt Service
12/01/2028		191,750.00	191,750.00		191,750.00	
12/01/2029		191,750.00	191,750.00		191,750.00	
12/01/2030		191,750.00	191,750.00		191,750.00	
12/01/2031		191,750.00	191,750.00			191,750.00
12/01/2032		191,750.00	191,750.00			191,750.00
12/01/2033		191,750.00	191,750.00			191,750.00
12/01/2034	10,000.00	191,750.00	201,750.00			201,750.00
12/01/2035	15,000.00	191,250.00	206,250.00			206,250.00
12/01/2036	25,000.00	190,500.00	215,500.00			215,500.00
12/01/2037	30,000.00	189,250.00	219,250.00			219,250.00
12/01/2038	40,000.00	187,750.00	227,750.00			227,750.00
12/01/2039	45,000.00	185,750.00	230,750.00			230,750.00
12/01/2040	60,000.00	183,500.00	243,500.00			243,500.00
12/01/2041	65,000.00	180,500.00	245,500.00			245,500.00
12/01/2042	80,000.00	177,250.00	257,250.00			257,250.00
12/01/2043	85,000.00	173,250.00	258,250.00			258,250.00
12/01/2044	105,000.00	169,000.00	274,000.00			274,000.00
12/01/2045	110,000.00	163,750.00	273,750.00			273,750.00
12/01/2046	135,000.00	158,250.00	293,250.00			293,250.00
12/01/2047	140,000.00	151,500.00	291,500.00			291,500.00
12/01/2048	165,000.00	144,500.00	309,500.00			309,500.00
12/01/2049	175,000.00	136,250.00	311,250.00			311,250.00
12/01/2050	200,000.00	127,500.00	327,500.00			327,500.00
12/01/2051	210,000.00	117,500.00	327,500.00			327,500.00
12/01/2052	240,000.00	107,000.00	347,000.00			347,000.00
12/01/2053	255,000.00	95,000.00	350,000.00			350,000.00
12/01/2054	290,000.00	82,250.00	372,250.00			372,250.00
12/01/2055	305,000.00	67,750.00	372,750.00			372,750.00
12/01/2056	340,000.00	52,500.00	392,500.00			392,500.00
12/01/2057	710,000.00	35,500.00	745,500.00	351,854.17		393,645.83
	3,835,000.00	4,609,500.00	8,444,500.00	351,854.17	575,250.00	7,517,395.83
~~~

D|A DAVIDSON
FIXED INCOME CAPITAL MARKETS

BOND SOLUTION

SCENIC HEIGHTS WEST METROPOLITAN DISTRICT
JEFFERSON COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2027
55.000 (target) Mills
Non-Rated, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)
~~~

Period Ending	Proposed Principal	Proposed Debt Service	Debt Service Adjustments	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Service Coverage
12/01/2028		191,750	-191,750				
12/01/2029		191,750	-191,750		32,438	32,438	
12/01/2030		191,750	-191,750		122,358	122,358	
12/01/2031		191,750		191,750	183,648	-8,102	95.77%
12/01/2032		191,750		191,750	194,907	3,157	101.65%
12/01/2033		191,750		191,750	194,907	3,157	101.65%
12/01/2034	10,000	201,750		201,750	206,842	5,092	102.52%
12/01/2035	15,000	206,250		206,250	206,842	592	100.29%
12/01/2036	25,000	215,500		215,500	219,492	3,992	101.85%
12/01/2037	30,000	219,250		219,250	219,492	242	100.11%
12/01/2038	40,000	227,750		227,750	232,902	5,152	102.26%
12/01/2039	45,000	230,750		230,750	232,902	2,152	100.93%
12/01/2040	60,000	243,500		243,500	247,116	3,616	101.49%
12/01/2041	65,000	245,500		245,500	247,116	1,616	100.66%
12/01/2042	80,000	257,250		257,250	262,183	4,933	101.92%
12/01/2043	85,000	258,250		258,250	262,183	3,933	101.52%
12/01/2044	105,000	274,000		274,000	278,154	4,154	101.52%
12/01/2045	110,000	273,750		273,750	278,154	4,404	101.61%
12/01/2046	135,000	293,250		293,250	295,083	1,833	100.63%
12/01/2047	140,000	291,500		291,500	295,083	3,583	101.23%
12/01/2048	165,000	309,500		309,500	313,028	3,528	101.14%
12/01/2049	175,000	311,250		311,250	313,028	1,778	100.57%
12/01/2050	200,000	327,500		327,500	332,050	4,550	101.39%
12/01/2051	210,000	327,500		327,500	332,050	4,550	101.39%
12/01/2052	240,000	347,000		347,000	352,213	5,213	101.50%
12/01/2053	255,000	350,000		350,000	352,213	2,213	100.63%
12/01/2054	290,000	372,250		372,250	373,586	1,336	100.36%
12/01/2055	305,000	372,750		372,750	373,586	836	100.22%
12/01/2056	340,000	392,500		392,500	396,241	3,741	100.95%
12/01/2057	710,000	745,500	-351,854	393,646	396,241	2,595	100.66%
	3,835,000	8,444,500	-927,104	7,517,396	7,746,038	228,642	
~~~

D|A DAVIDSON
FIXED INCOME CAPITAL MARKETS

SOURCES AND USES OF FUNDS

SCENIC HEIGHTS WEST METROPOLITAN DISTRICT
JEFFERSON COUNTY, COLORADO
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2037
Pay & Cancel Refunding of (proposed) Series 2027 + New Money
55.000 (target) Mills
Assumes Investment Grade, $1.165M Project, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)
~~~

Dated Date	12/01/2037
Delivery Date	12/01/2037

Sources:		
Bond Proceeds:		
Par Amount		4,705,000.00
Other Sources of Funds:		
Funds on Hand*	160,000.00	
SERIES 2026 - DSRF*	351,854.00	
		511,854.00
		5,216,854.00

Uses:	
Project Fund Deposits:	
Project Fund	1,165,000.00
Refunding Escrow Deposits:	
Cash Deposit	3,755,000.00
Cost of Issuance:	
Other Cost of Issuance	200,000.00
Delivery Date Expenses:	
Underwriter's Discount	94,100.00
Other Uses of Funds:	
Rounding Amount	2,754.00
	5,216,854.00

[*] Estimated balances (tbd).
~~~

D|A DAVIDSON
FIXED INCOME CAPITAL MARKETS

BOND SUMMARY STATISTICS

SCENIC HEIGHTS WEST METROPOLITAN DISTRICT
JEFFERSON COUNTY, COLORADO
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2037
Pay & Cancel Refunding of (proposed) Series 2027 + New Money
55.000 (target) Mills
Assumes Investment Grade, $1.165M Project, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)
~~~

Dated Date	12/01/2037
Delivery Date	12/01/2037
First Coupon	06/01/2038
Last Maturity	12/01/2067
Arbitrage Yield	4.000000%
True Interest Cost (TIC)	4.142032%
Net Interest Cost (NIC)	4.000000%
All-In TIC	4.457823%
Average Coupon	4.000000%
Average Life (years)	22.238
Weighted Average Maturity (years)	22.238
Duration of Issue (years)	14.461
Par Amount	4,705,000.00
Bond Proceeds	4,705,000.00
Total Interest	4,185,200.00
Net Interest	4,279,300.00
Bond Years from Dated Date	104,630,000.00
Bond Years from Delivery Date	104,630,000.00
Total Debt Service	8,890,200.00
Maximum Annual Debt Service	432,600.00
Average Annual Debt Service	296,340.00
Underwriter's Fees (per $1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Term Bond due 2067	4,705,000.00	100.000	4.000%	22.238	02/26/2060	8,186.70
	4,705,000.00			22.238		8,186.70

	TIC	All-In TIC	Arbitrage Yield
Par Value	4,705,000.00	4,705,000.00	4,705,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-94,100.00	-94,100.00	
- Cost of Issuance Expense		-200,000.00	
- Other Amounts			
Target Value	4,610,900.00	4,410,900.00	4,705,000.00
Target Date	12/01/2037	12/01/2037	12/01/2037
Yield	4.142032%	4.457823%	4.000000%
~~~

NET DEBT SERVICE

SCENIC HEIGHTS WEST METROPOLITAN DISTRICT
JEFFERSON COUNTY, COLORADO
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2037
Pay & Cancel Refunding of (proposed) Series 2027 + New Money
55.000 (target) Mills
Assumes Investment Grade, $1.165M Project, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)
~~~

Period Ending	Principal	Interest	Total Debt Service	Net Debt Service
12/01/2038		188,200.00	188,200.00	188,200.00
12/01/2039		188,200.00	188,200.00	188,200.00
12/01/2040	15,000.00	188,200.00	203,200.00	203,200.00
12/01/2041	15,000.00	187,600.00	202,600.00	202,600.00
12/01/2042	25,000.00	187,000.00	212,000.00	212,000.00
12/01/2043	30,000.00	186,000.00	216,000.00	216,000.00
12/01/2044	40,000.00	184,800.00	224,800.00	224,800.00
12/01/2045	45,000.00	183,200.00	228,200.00	228,200.00
12/01/2046	60,000.00	181,400.00	241,400.00	241,400.00
12/01/2047	60,000.00	179,000.00	239,000.00	239,000.00
12/01/2048	80,000.00	176,600.00	256,600.00	256,600.00
12/01/2049	80,000.00	173,400.00	253,400.00	253,400.00
12/01/2050	100,000.00	170,200.00	270,200.00	270,200.00
12/01/2051	105,000.00	166,200.00	271,200.00	271,200.00
12/01/2052	125,000.00	162,000.00	287,000.00	287,000.00
12/01/2053	130,000.00	157,000.00	287,000.00	287,000.00
12/01/2054	155,000.00	151,800.00	306,800.00	306,800.00
12/01/2055	160,000.00	145,600.00	305,600.00	305,600.00
12/01/2056	185,000.00	139,200.00	324,200.00	324,200.00
12/01/2057	190,000.00	131,800.00	321,800.00	321,800.00
12/01/2058	220,000.00	124,200.00	344,200.00	344,200.00
12/01/2059	230,000.00	115,400.00	345,400.00	345,400.00
12/01/2060	255,000.00	106,200.00	361,200.00	361,200.00
12/01/2061	265,000.00	96,000.00	361,000.00	361,000.00
12/01/2062	300,000.00	85,400.00	385,400.00	385,400.00
12/01/2063	310,000.00	73,400.00	383,400.00	383,400.00
12/01/2064	350,000.00	61,000.00	411,000.00	411,000.00
12/01/2065	360,000.00	47,000.00	407,000.00	407,000.00
12/01/2066	400,000.00	32,600.00	432,600.00	432,600.00
12/01/2067	415,000.00	16,600.00	431,600.00	431,600.00
	4,705,000.00	4,185,200.00	8,890,200.00	8,890,200.00
~~~

SUMMARY OF BONDS REFUNDED

SCENIC HEIGHTS WEST METROPOLITAN DISTRICT
JEFFERSON COUNTY, COLORADO
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2037
Pay & Cancel Refunding of (proposed) Series 2027 + New Money
55.000 (target) Mills
Assumes Investment Grade, $1.165M Project, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)
~~~

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
11/24/25: Ser 27 NR SP, 5.00%, 100x, 55.000mls, FG+6% BiRE:					
TERM57	12/01/2038	5.000%	40,000.00	12/01/2037	100.000
	12/01/2039	5.000%	45,000.00	12/01/2037	100.000
	12/01/2040	5.000%	60,000.00	12/01/2037	100.000
	12/01/2041	5.000%	65,000.00	12/01/2037	100.000
	12/01/2042	5.000%	80,000.00	12/01/2037	100.000
	12/01/2043	5.000%	85,000.00	12/01/2037	100.000
	12/01/2044	5.000%	105,000.00	12/01/2037	100.000
	12/01/2045	5.000%	110,000.00	12/01/2037	100.000
	12/01/2046	5.000%	135,000.00	12/01/2037	100.000
	12/01/2047	5.000%	140,000.00	12/01/2037	100.000
	12/01/2048	5.000%	165,000.00	12/01/2037	100.000
	12/01/2049	5.000%	175,000.00	12/01/2037	100.000
	12/01/2050	5.000%	200,000.00	12/01/2037	100.000
	12/01/2051	5.000%	210,000.00	12/01/2037	100.000
	12/01/2052	5.000%	240,000.00	12/01/2037	100.000
	12/01/2053	5.000%	255,000.00	12/01/2037	100.000
	12/01/2054	5.000%	290,000.00	12/01/2037	100.000
	12/01/2055	5.000%	305,000.00	12/01/2037	100.000
	12/01/2056	5.000%	340,000.00	12/01/2037	100.000
	12/01/2057	5.000%	710,000.00	12/01/2037	100.000
			3,755,000.00		
~~~

ESCROW REQUIREMENTS

SCENIC HEIGHTS WEST METROPOLITAN DISTRICT
JEFFERSON COUNTY, COLORADO
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2037
Pay & Cancel Refunding of (proposed) Series 2027 + New Money
55.000 (target) Mills
Assumes Investment Grade, $1.165M Project, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)
~~~

Dated Date	12/01/2037
Delivery Date	12/01/2037

Period Ending	Principal Redeemed	Total
12/01/2037	3,755,000.00	3,755,000.00
	3,755,000.00	3,755,000.00

D|A DAVIDSON
FIXED INCOME CAPITAL MARKETS

PRIOR BOND DEBT SERVICE

SCENIC HEIGHTS WEST METROPOLITAN DISTRICT
JEFFERSON COUNTY, COLORADO
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2037
Pay & Cancel Refunding of (proposed) Series 2027 + New Money
55.000 (target) Mills
Assumes Investment Grade, $1.165M Project, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)
~~~

Period Ending	Principal	Coupon	Interest	Debt Service
12/01/2038	40,000.00	5.000%	187,750.00	227,750.00
12/01/2039	45,000.00	5.000%	185,750.00	230,750.00
12/01/2040	60,000.00	5.000%	183,500.00	243,500.00
12/01/2041	65,000.00	5.000%	180,500.00	245,500.00
12/01/2042	80,000.00	5.000%	177,250.00	257,250.00
12/01/2043	85,000.00	5.000%	173,250.00	258,250.00
12/01/2044	105,000.00	5.000%	169,000.00	274,000.00
12/01/2045	110,000.00	5.000%	163,750.00	273,750.00
12/01/2046	135,000.00	5.000%	158,250.00	293,250.00
12/01/2047	140,000.00	5.000%	151,500.00	291,500.00
12/01/2048	165,000.00	5.000%	144,500.00	309,500.00
12/01/2049	175,000.00	5.000%	136,250.00	311,250.00
12/01/2050	200,000.00	5.000%	127,500.00	327,500.00
12/01/2051	210,000.00	5.000%	117,500.00	327,500.00
12/01/2052	240,000.00	5.000%	107,000.00	347,000.00
12/01/2053	255,000.00	5.000%	95,000.00	350,000.00
12/01/2054	290,000.00	5.000%	82,250.00	372,250.00
12/01/2055	305,000.00	5.000%	67,750.00	372,750.00
12/01/2056	340,000.00	5.000%	52,500.00	392,500.00
12/01/2057	710,000.00	5.000%	35,500.00	745,500.00
	3,755,000.00		2,696,250.00	6,451,250.00
~~~

D|A DAVIDSON
FIXED INCOME CAPITAL MARKETS

BOND SOLUTION

SCENIC HEIGHTS WEST METROPOLITAN DISTRICT
JEFFERSON COUNTY, COLORADO
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2037
Pay & Cancel Refunding of (proposed) Series 2027 + New Money
55.000 (target) Mills
Assumes Investment Grade, $1.165M Project, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)
~~~

Period Ending	Proposed Principal	Proposed Debt Service	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Service Coverage
12/01/2038		188,200	188,200	232,902	44,702	123.75%
12/01/2039		188,200	188,200	232,902	44,702	123.75%
12/01/2040	15,000	203,200	203,200	247,116	43,916	121.61%
12/01/2041	15,000	202,600	202,600	247,116	44,516	121.97%
12/01/2042	25,000	212,000	212,000	262,183	50,183	123.67%
12/01/2043	30,000	216,000	216,000	262,183	46,183	121.38%
12/01/2044	40,000	224,800	224,800	278,154	53,354	123.73%
12/01/2045	45,000	228,200	228,200	278,154	49,954	121.89%
12/01/2046	60,000	241,400	241,400	295,083	53,683	122.24%
12/01/2047	60,000	239,000	239,000	295,083	56,083	123.47%
12/01/2048	80,000	256,600	256,600	313,028	56,428	121.99%
12/01/2049	80,000	253,400	253,400	313,028	59,628	123.53%
12/01/2050	100,000	270,200	270,200	332,050	61,850	122.89%
12/01/2051	105,000	271,200	271,200	332,050	60,850	122.44%
12/01/2052	125,000	287,000	287,000	352,213	65,213	122.72%
12/01/2053	130,000	287,000	287,000	352,213	65,213	122.72%
12/01/2054	155,000	306,800	306,800	373,586	66,786	121.77%
12/01/2055	160,000	305,600	305,600	373,586	67,986	122.25%
12/01/2056	185,000	324,200	324,200	396,241	72,041	122.22%
12/01/2057	190,000	321,800	321,800	396,241	74,441	123.13%
12/01/2058	220,000	344,200	344,200	420,255	76,055	122.10%
12/01/2059	230,000	345,400	345,400	420,255	74,855	121.67%
12/01/2060	255,000	361,200	361,200	445,711	84,511	123.40%
12/01/2061	265,000	361,000	361,000	445,711	84,711	123.47%
12/01/2062	300,000	385,400	385,400	472,693	87,293	122.65%
12/01/2063	310,000	383,400	383,400	472,693	89,293	123.29%
12/01/2064	350,000	411,000	411,000	501,295	90,295	121.97%
12/01/2065	360,000	407,000	407,000	501,295	94,295	123.17%
12/01/2066	400,000	432,600	432,600	531,612	99,012	122.89%
12/01/2067	415,000	431,600	431,600	531,612	100,012	123.17%
	4,705,000	8,890,200	8,890,200	10,908,242	2,018,042	
~~~

~~CITY OF ARVADA 2022 MODELMULTIPLE DISTRICT SERVICE PLANMODEL~~

SERVICE PLAN

FOR

SCENIC HEIGHTS WEST METROPOLITAN DISTRICT

CITY OF ARVADA, COLORADO

Prepared

by

~~[NAME OF PERSON OR ENTITY]~~WBA, PC

~~[ADDRESS]~~2154 East Commons Avenue, Suite 2000
~~[ADDRESS]~~Centennial, CO 80122

~~[DATE]~~Submitted: August 27, 2026

TABLE OF CONTENTS

LIST OF EXHIBITS

ARTICLE I: INTRODUCTION

Purpose and Intent.

~~The Districts are 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 the Service Plan. It is intended that the Districts will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the Districts. The primary purpose of the Districts will be to finance the construction of these Public Improvements.~~

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

~~This multiple-district Service Plan is intended to accommodate the phasing of the Project and the infrastructure needs of each phase. It is contemplated that the Districts will cooperate with each other on certain infrastructure that benefits the taxpayers and inhabitants of the Service Area, and that each District will additionally have its own particular infrastructure needs.~~

~~Need for the Districts.~~

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 the 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.

A. Need for the District.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the ~~Districts~~District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, ~~construction~~construction, installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the ~~Districts are~~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 the Service Plan for the ~~Districts~~District is to authorize the ~~Districts~~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.~~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.~~V.P. 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 ~~Districts~~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. ~~Each~~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 of Directors of ~~a~~the District determines that the existence of ~~that~~the District is no longer necessary to accomplish the purposes set forth in this Service Plan, the Board of Directors of ~~that~~the District shall promptly effectuate the dissolution of ~~that~~the District.

It is the intent of the ~~Districts~~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 ~~Districts~~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 ~~Districts.~~District. With regard to Regional Improvements, this Service Plan also provides for the ~~Districts~~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:

Annual Report: means the annual report required to be submitted to the City pursuant to Article VIII below.

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. For districts with property within their 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 each district in the first year of collection of a debt service mill levy by such 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 such 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. For districts with property within their 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 each district in the first year of collection of a debt service mill levy by such 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 such district in the ten (10) years prior to the date of repayment of debt issued for Public Improvements, other than Regional Improvements; and

C. Any 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.

E. The City may, at its sole discretion, require a cash lump sum payment for Regional Improvements ~~in addition to, or~~ as an alternative ~~to,~~to imposing an ARI mill levy.

Board: means the board of directors of the District.

Bond, Bonds or Debt: means bonds or other obligations (i) for the payment of which ~~one or more of~~ the ~~Districts have~~District has promised to impose an ad valorem property tax mill levy; (ii) for the payment of which ~~one or more~~ the ~~Districts have~~District has promised to impose and collect Fees; or (iii) to which the ~~Districts have~~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 [FILL DISTRICT NAME AND/OR NUMBER] District No. .~~

~~Districts: means [FILL IN EACH DISTRICT NUMBER COLLECTIVELY]District No. 1 and District Nos. , , (fill in number of each District), collectively.~~

~~End User: means any owner, or tenant of any owner, of any taxable improvement within the Districts 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 Districts with the intention of selling to others is not an End User.~~

District: means Scenic Heights West 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 ~~any of~~ the

~~Districts~~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 ~~any of~~ the ~~Districts~~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 ~~Districts~~District for services, programs or facilities provided by the ~~Districts,~~District, as described in Section ~~V.13.~~V.P. 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 ~~Districts'~~District's 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 combined Financial Plan of the Districts attached hereto as **Exhibit F** and described in Article VII which describes (i) how the Public Improvements are 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.~~

~~Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map.~~

~~Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2**, describing the property proposed for inclusion within one, but not any more than one, of the boundaries of the Districts.~~

Financial Plan: means the Financial Plan of the District attached hereto as and described in which describes (i) how the Public Improvements are 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 described in the Initial District Boundary Map.

Initial District Boundary Map: means the map attached hereto as Exhibit ~~C-1,~~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 ~~Districts;~~District; and (3) any ongoing operation and maintenance costs or the costs of repair, replacement, and depreciation of the Public ~~Improvements if so provided in an intergovernmental agreement between the Districts.~~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 ~~Districts are~~District is permitted to impose for the payment of the District's Operation and Maintenance Costs, as set forth in Section ~~V.2~~V.B below.

Project: means the development or property commonly referred to as ~~[COMMON NAME].~~Scenic Heights West.

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

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 Boundary ~~Map and the Inclusion Area Boundary~~ Map.

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

Service Plan Amendment: means an amendment to the 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.~~V.R.

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 ~~_____ acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately ____~~seven (7) acres. A legal description of the Initial District ~~Boundaries and the Inclusion Area~~ 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-1, and a map of the Inclusion Area Boundaries is attached hereto as Exhibit C-2.~~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 ~~____~~seven (7) 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 ~~____ people.~~one-hundred ninety-two (192) people (based on 2.5 persons per residential unit and 77 residential units).

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 ~~Districts~~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 ~~Districts~~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 ~~Districts~~District is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The ~~Districts~~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 ~~Districts~~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 any of the ~~Districts~~District paying a user fee that is grossly disproportionate to similar Fees paid by residents of the ~~Districts~~District based on pro rata use of such park and recreation improvements. However, the ~~Districts~~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 ~~Districts~~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 ~~Districts~~District shall be open to the general public and residents of the City who do not reside in any of the ~~Districts~~District free of charge, subject to the rules and regulations of the ~~Districts~~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 ~~Districts.~~District.

In the event that the ~~Districts~~District imposes a mill levy for operation and maintenance purposes, such mill levy shall not exceed ~~[___]~~20.000 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 ~~Districts~~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 ~~Districts~~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 ~~Districts agree~~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 ~~Districts~~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 ~~Districts~~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 ~~Districts~~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 ~~Districts~~District and the realization of District revenue.

9. Construction Standards Limitation. The ~~Districts~~District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The ~~Districts~~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 ~~Districts~~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 ~~Districts'~~District's ability to exercise the power of eminent domain inhibits the ~~Districts'~~District's ability to issue ~~debt,~~Debt, or will cause the interest on any Debt issued by the ~~Districts~~District to be included in gross income for federal income tax purposes, and the ~~Districts~~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 ~~Districts'~~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 ~~Districts~~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 ~~Districts~~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 ~~Districts~~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 ~~Districts'~~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 ~~Districts~~District shall not include within any of their 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~~The District shall not 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 ~~Districts shall not overlap. The boundaries of the Districts~~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 ~~Districts~~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 ~~Districts.~~District.

14. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the ~~Districts~~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 ~~Districts~~District shall not issue Debt in the total aggregate principal amount in excess of ~~$[________] (combined aggregate limit for all Districts), including~~$5,000,000 (including the aggregate principal amount of Debt issued for Regional ~~Improvements.~~Improvements). The ~~Districts~~District shall only issue Debt with repayment terms within 40 years of the issue date of such Debt. Such total debt issuance limitation shall not be applicable to Debt issued to refund existing Debt unless the aggregate principal amount of the Debt issued for refunding purposes exceeds the aggregate principal amount of Debt to be refunded, in which case the difference shall be counted against this limitation.

16. Fee Limitation. ~~Each of the Districts~~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 ~~Districts~~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, ~~each of~~ the ~~Districts~~District may impose and collect and receive revenue from a Public Improvement Fee on taxable retail sales transactions within the applicable District's boundaries.

18. Special Assessments. With the prior written consent of the City, ~~each of~~ the ~~Districts~~District may establish one or more special improvement districts within the applicable 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 ~~Districts~~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 ~~Districts~~District without any limitation.

20. Consolidation Limitation. The ~~Districts~~District shall not file a request with any court to consolidate with another Title 32 district without the prior written consent of the ~~City unless such consolidation is with District [___].~~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 ~~Districts~~District shall not issue revenue bonds, except as set forth in this Section. At least 63 days prior to issuing any revenue bonds, the ~~issuing~~ 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 ~~issuing~~ 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 ~~issuing~~ District must provide the City Attorney with a letter dated the day of issuance prepared by the District's bond 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. The Service Plan has been designed with sufficient flexibility to enable the ~~Districts~~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 ~~Districts are~~District is an independent ~~units~~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 the Service Plan, the City Code, or the Intergovernmental Agreement. As such, any action of the ~~Districts~~District which: (1) violates the limitations set forth in this Article V; (2) constitutes a material modification under the 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 ~~Districts.~~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 the 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 ~~Districts~~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 ~~Districts,~~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 ~~$[______]~~$4,548,099.

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.

~~25. Multiple District Structure.~~

~~It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts shall enter into an Intergovernmental Cost Sharing and Recovery Agreement which shall govern the relationships~~

~~between and among the Districts with respect to the financing, construction and operation of the improvements contemplated herein. The District will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.~~

ARTICLE VI: REGIONAL IMPROVEMENTS

~~The Districts 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 Districts 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 Districts in accordance with such 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 Districts 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 Districts 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 the 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 Districts as prioritized and determined by the City.~~

~~As set forth in the definition of the ARI Mill Levy, the Districts 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 Districts 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 Districts 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.~~

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.

As an alternative to imposing the ARI Mill Levy, the District agrees to fund no more than $250,000 (the "**Regional Contribution**"), toward Regional Improvements associated with the impacts to the City of the development within the District as more particularly set forth in an intergovernmental agreement between the District and the City for Regional Improvements.

ARTICLE VII: FINANCIAL PLAN

A. General.

The ~~Districts~~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 ~~any of~~ the ~~Districts.~~District. The Financial Plan for the ~~Districts~~District shall be to issue such Debt as the ~~Districts~~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 ~~Districts~~District shall be permitted to issue shall not exceed ~~$[_____] (combined limit for all Districts, including~~$5,000,000 (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 ~~Districts determine~~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 ~~Districts,~~District, including general ad valorem taxes and Fees to be imposed upon all Property within the ~~Districts.~~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 ~~issuing~~ District must provide notice of its intent to issue Debt to the City Attorney. At least 35 days prior to issuing any Debt, the ~~issuing~~ 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 ~~issuing~~ District must provide the City Attorney with a letter dated the day of issuance of such Debt prepared by the District's bond 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~~Maximum Voted Interest Rate on any Debt shall not exceed eighteen percent (18%). The ~~maximum underwriting discount~~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 Districts are permitted to impose upon the taxable property within the Districts 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 issuing 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 issuing 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.~~

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 Operation and Maintenance Mill Levy, and shall be determined as follows:

ARTICLE VII. 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-five (55) mills less the number of mills necessary to pay unlimited mill levy Debt described in 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.

ARTICLE VIII. 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.~~1. 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" ~~or~~

~~"Districts"~~ as used herein shall be deemed to refer to the ~~applicable~~ 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.

~~Each~~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, no 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 ~~of Directors of the District~~ 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 ~~Districts~~District may impose a mill levy on Property within its boundaries as a primary source of revenue for repayment of debt service. The ~~Districts~~District may also rely upon various other revenue sources authorized by law. At the ~~Districts'~~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 ~~Districts,~~District, the Maximum Debt Mill Levy Imposition Term, except pursuant to an intergovernmental agreement between the ~~Districts~~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 ~~issuing~~ 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 ~~Districts~~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 ~~Districts'~~District's obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the ~~Districts~~District in the payment of any such obligation.

H. TABOR Compliance.

The ~~Districts~~District will comply with the provisions of TABOR. In the discretion of the Board, the ~~Districts~~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 ~~Districts~~District will remain under the control of the District's 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 ~~[_____________]~~Fifty Thousand Dollars ~~($[______]),~~($50,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the ~~Districts~~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 ~~$[____________]~~$50,000 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]~~20.000 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 ~~Districts~~District to pay its operating costs until such time as the ~~Districts have~~District has sufficient revenue from its Operation and Maintenance Mill Levy. The ~~Districts~~District shall be authorized to reimburse the Developer for such advances with interest, provided, however ~~that such~~ interest shall ~~be calculated~~accrue on such amounts, as simple interest ~~and shall not allow for the accrual of compound interest.~~with no compounding at a rate no greater than eight percent (8%).

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 ~~Districts~~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 the Service Plan to the same extent as the ~~Districts.~~District. In accordance with Section 32-1-1101(1)(f)(I), C.R.S., the ~~any~~ District ~~contemplating the organization of a subdistrict~~ shall notify the City prior to establishing any such subdistrict(s) or ~~area(s),~~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 the Service Plan.

ARTICLE VIII: ANNUAL REPORT

A. General.

The ~~Districts~~District shall be responsible for submitting an annual report to the ~~City's~~City Attorney, City Clerk, Finance Director, ~~City Clerk, City Attorney~~ and ~~Department Manager~~the Director of the ~~Office of~~Community and Economic Development ~~Assistance of the City Manager's Office~~Department 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 the 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 District 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:

~~summary~~Summary of the amount and terms of any new district indebtedness or long-term obligations issued in the report year;
~~summary~~Summary of the amount of payment or retirement of existing indebtedness of the district in the report year;

~~the~~The current mill levy of the district pledged to debt retirement in the report year; and

~~a~~A summary and detailed disclosure of the capital expenditures incurred by the district in development of improvements in the report ~~year;~~year.

~~1. [LIST OF ADDITIONAL REQUIREMENTS]~~

ARTICLE IX: TRANSPARENCY

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

Standard Reporting Requirements. The website shall include the following:

1. District's name.

~~official~~Official contact information for District mailings or other communication.
~~listing~~Listing of current board members.
~~notice~~Notice of the date and procedures relating to any upcoming election for board member position(s) for the District.
~~description~~Description of the District's maximum mill levy.
~~description~~Description of the District's authority to impose and collect rates, fees, tolls and charges.
~~description~~Description of current debt obligations.
~~listing,~~Listing, description, and estimated life expectancy of all items financed through debt.
~~complete~~Complete copy of current District map, which clearly identifies the District's boundaries.
~~complete~~Complete copy of each Annual Report.
~~complete~~Complete copy of applicable Service Plan(s) and any amendments.

~~2. 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. The District shall provide the Director with the website Uniform~~

~~Reference Locator (URL) prior to the execution of the Service Plan and within 2-days of any change to the URL.~~

Any additional information required by law or that the District believes would further transparency.

The District shall update the information required by this Article IX in a timely manner and in any event within 14 days after the information becomes known to the District. The District shall provide the Finance Director with the website Uniform Resource Locator (URL) prior to the execution of the Service Plan and within 2 days of any change to the URL.

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 petitions 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 ~~their~~its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

ARTICLE XI: REQUIRED DISCLOSURES

~~Each~~The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt ~~of~~by the ~~District imposing the mill levy that is the subject of the Maximum Debt Mill Levy.~~District. The form of notice shall substantially comply with the Model Notice (Exhibit E). The ~~city council~~City Council shall have the sole discretion to determine whether the form of notice substantially complies with the form and content of the model notice. Any additional public disclosures, to purchasers or otherwise, shall comply with state law as currently in effect or as hereafter amended.

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 ~~Districts~~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 ~~Districts~~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~~D, subject to changes approved by the City and agreed upon by the District, at ~~the~~a public ~~hearing~~meeting subsequent to approving the Service ~~Plan.~~Plan after the District is organized.

ARTICLE XIII: AMENDMENT REQUIREMENT

This Service Plan has been designed with sufficient flexibility to enable the ~~Districts~~District to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the ~~Districts~~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~~the District undertake any act which constitutes a material modification to the service plan, the City Council may impose one or more of the following sanctions, as it deems appropriate:

(c) Exercise any applicable remedy under the ~~Act.~~Act or City Code.
(d) 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.~~services within the District's Service Area.
(e) Exercise any legal remedy under the terms of any intergovernmental agreement under which the ~~district~~District is in default.
(f) Exercise any other legal remedy, including seeking injunctive relief against the ~~district,~~District, to ensure compliance with the provisions of the ~~service plan~~Service Plan or applicable law.

All remedies available to the ~~city~~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~~91-32 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.

1. The creation of the District is in the best interest of the City.

EXHIBIT A

Legal Descriptions

EXHIBIT B

Arvada Vicinity Map

EXHIBIT ~~C-1~~C

Initial District Boundary Map

~~**EXHIBIT C-2**~~

~~**Inclusion Area Boundary Map**~~

EXHIBIT D

Intergovernmental Agreement between the District and ~~Arvada~~City

EXHIBIT E

Model Notice

EXHIBIT F

Financial Plan

Local Government Law

Megan J. Murphy
Shareholder

303-858-1800
mmurphy@wbapc.com

February 11, 2026

VIA EMAIL
Ms. Rachel Morris
City of Arvada City Attorney
rmorris@arvada.org

Re: Service Plan for Scenic Heights West Metropolitan District

Dear Ms. Morris:

Enclosed with this letter for your review is the proposed Service Plan for Scenic Heights West Metropolitan District (the "**District**"). We are hoping to hold the organizational election for the District on November 3, 2026. In order to meet the deadlines for a November election we are requesting a public hearing on the Service Plan no later than September 1, 2026.

Sincerely,

WBA, PC

Megan J. Murphy

Megan J. Murphy
Shareholder

Enclosures

Megan J. Murphy
Shareholder

303-858-1800
mmurphy@wbapc.com

June 5, 2026

VIA EMAIL
City of Arvada
Bryan Archer, Finance Director barcher@arvada.org
Megan McCall, Assistant City Attorney mmccall@arvada.org
Rozalynne Thompson, Principal Planner rthompson@arvada.org

Re: Response to Review of Service Plan for Scenic Heights West Metropolitan District, 7095 Kipling Street, Arvada, CO 80004-1654 (DA2026-0012)

Dear Mr. Archer, Ms. McCall, and Ms. Thompson:

WBA, PC serves as counsel to Kipling Investment LLC (the "**Applicant**") regarding the submittal of the Scenic Heights West Metropolitan District Service Plan. We have received your letter on May 1, 2026 (the "**Letter**"). Below and enclosed with this letter are the Applicant's responses to the Letter.

Finance Department (Bryan Archer)

Comment: The proposed O&M mill rate is higher than our model plan (20 vs 10) and same on the debt side (55 vs 50). Please provide a detailed explanation regarding the rationale and justification related to the requested O&M mill levy and the requested debt mill levy.

Response: The O&M mill levy of 20 mills exceeds the City's model service plan of 10 mills because the District will be providing all the operations and maintenance services for the community. The Applicant does not intend to form a homeowners association (HOA). Instead of the District imposing an O&M Mill Levy of 10 mills and an HOA imposing a fee, the Applicant is proposing the District impose a higher O&M Mill Levy of 20 mills. As set forth in Section V.2 of the Service Plan, 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 which will be funded from the O&M Mill Levy.

The debt mill levy of 55 mills is consistent with the mill levies authorized for other metropolitan districts in Arvada as shown in the table below:

District Name	**O&M Mill Levy (2025 for collection in 2026)**	**Debt Mill Levy (2025 for collection in 2026)**
Boyd Ponds Metropolitan District No. 2	5.000	21.554
Canyon Pines Metropolitan District	25.472	63.680
Cimarron Metropolitan District	0.00	0.00
GEOS Neighborhood Metropolitan District	5.299	45.645
Haskins Station Metropolitan District	16.699	57.176
Hometown Metropolitan District No. 2	11.269	22.739
Howard Ranch Metropolitan District	NA	NA
Jefferson Center Metropolitan District No. 1	5.491	54.919
Jefferson Center Metropolitan District No. 2	0.00	0.00
Kipling Ridge Metropolitan District	10.000	0.000
Leyden Ranch Metropolitan District	5.616	38.000
Leyden Rock Metropolitan District No. 10	25.991	27.511
Mountain Shadows (Whisper Creek) Metropolitan District	11.540	38.636
Richards Farm Metropolitan District No. 2	20.213	34.873
Sabell Metropolitan District	18.914	57.161
Spring Mesa (Eldorado Hills) Metropolitan District	22.103	19.000
Vauxmont Metropolitan District	26.442	63.303
West Point (Village of Five Parks) Metropolitan District	18.000	31.116
Westown (Hometown District No. 1) Metropolitan District	48.800	41.200

Comment: Is there any limit on the developer debt interest rate? The City usually limits it to no more than 8%. "It is anticipated that the Developer will advance funds to the Districts to pay its operating costs until such time as the Districts have 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."

Response: Yes, there is a limit on the developer debt interest rate in Section 32-1-1101(7)(b), C.R.S. which states:

> "The interest rate on debt issued by a metropolitan district to a director of a metropolitan district or to an entity with respect to which a director of a metropolitan district must make disclosure under section 24-18-109 must not exceed the municipal market data "AAA" general obligation, thirty-year constant maturity, or successor index if replaced, plus four hundred basis points, as of the seventh business day prior to the date of issuance of that debt and must have a maximum final maturity of not more than forty years from the date of issuance."

The language quoted in the comment is found in Section VII.G. and references reimbursement from the District to the Developer from the Operations and Maintenance Mill Levy which is not governed by the limitation on developer debt found in Section 32-1-1101(7)(b), C.R.S.

Changes have been made in redline to Section VII.G, which now reads as follows:

> "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 interest shall accrue on such amounts, as simple interest with no compounding at a rate no greater than eight percent (8%)."

Comment: Under public improvements, a management fee is included. Can we get clarification on what this is for?

Response: The management fee included in the Cost Estimate for Public Improvements has been removed.

Comment: A one-time contribution instead of an ARI mill is being proposed. The last proposal had a higher fee per unit $350,000 or $4,545 per unit. This one is $155,057 divided by 77 or $2,013 per unit. If we adjust previous per unit fees to today's dollars, we are closer to $4,350 per unit. Please clarify.

Response: The proposed one-time regional improvement contribution of $155,057 ($2,013 per unit) was determined in consultation with Mr. Fifer, who advised that the Applicant propose an amount equivalent to 5 mills. Rather than imposing an ongoing ARI mill levy on future homeowners, the Applicant elected to structure the contribution as a one-time payment consistent with that guidance. The Applicant acknowledges that this figure is lower on a per-unit basis than the amount proposed in the 2023 application, but the current proposal reflects the agreed-upon 5-mill equivalent methodology rather than an inflation adjustment of the prior figure.

Legal Department (Megan McCall)

Comment: Regarding the Service Plan: Please provide additional information regarding the proposed development to give context to 77 units planned for 7 acres of land.

Response: The proposed development consists of 77 residential dwelling units, including 27 single-family detached homes and 50 attached townhomes, thoughtfully integrated into a pedestrian-oriented neighborhood framework. The single-family homes are anticipated to consist primarily of two-story residences offering approximately three bedrooms and two to three bathrooms, while the townhomes are expected to be three-story designs with a minimum of two bedrooms and two bathrooms. Together, these product types provide a diverse range of ownership opportunities that appeal to families, professionals, first-time homebuyers, and empty nesters seeking a high-quality residential environment.

The neighborhood has been intentionally designed around an interconnected system of landscaped open spaces, trails, sidewalks, and community gathering areas that promote walkability, recreation, and neighborhood interaction. Residents will benefit from direct access to pocket parks, landscaped common areas, stormwater features integrated into the open space network, and a comprehensive pedestrian circulation system that connects homes to community amenities and surrounding destinations. The project emphasizes attractive streetscapes, enhanced landscaping, and well-maintained common areas that will contribute to the long-term character and value of the community.

Collectively, the proposed improvements will create a cohesive and attractive residential neighborhood that balances housing diversity with meaningful open space amenities, providing a high-quality living environment while supporting the public infrastructure and community facilities that will be owned, operated, and maintained by the Metropolitan District.

Comment: Regarding the Service Plan: Under Article V, Section 16, please delete the last sentence of the second paragraph that begins "Notwithstanding any of the foregoing…"

Response: This change has been made in redline.

Comment: Regarding the Service Plan: Under Article V, Section 22, please remove the two remaining references to "issuing" District.

Response: This change has been made in redline.

Comment: Regarding the Service Plan: Please provide an explanation for the requested debt limit and how the amount requested fits (generally) into the overall project's budget

projections. It would also be helpful to understand the reason for the increase from the District's application in 2023 and this application.

Response: The requested debt limit is sized to cover the total estimated cost of eligible public improvements for this 77-unit residential development, plus issuance costs, capitalized interest, and a debt service reserve, consistent with the financing structure set forth in the Financial Plan prepared by D.A. Davidson & Co. The increase from the District's 2023 application reflects material construction cost escalation between 2021 and 2023. As detailed in the response to the Cost Estimate comment below, shared line items increased substantially during that period driven by well-documented industry-wide inflation in construction materials and labor.

Comment: Regarding the Service Plan: Under Article VII, Section C.3, please remove "or "Districts"" from the first sentence in the second paragraph.

Response: This change has been made in redline.

Comment: Regarding the Service Plan: Under Article VIII, please revise the paragraph under subparagraph A. "General" to read: "The District shall be responsible for submitting an annual report to the City Attorney, City Clerk, Finance Director, and the Director of the Community and Economic Development Department no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued."

Response: This change has been made in redline.

Comment: Regarding the Service Plan: Under Article IX, please revise #12 to read: "Any additional information required by law or that the District believes would further transparency."

Response: This change has been made in redline.

Comment: Regarding the Service Plan: Under Article XII, please revise the last sentence to read: "The City Council shall approve the intergovernmental agreement in the form attached as Exhibit D, subject to changes approved by the City and agreed upon by the District, at a public meeting subsequent to approving the Service Plan after the District is organized."

Response: This change has been made in redline.

Comment: Regarding the Service Plan: Under Article XIII, please revise subparagraph (a) to read: "Exercise any applicable remedy under the Act or City Code."

Response: This change has been made in redline.

Comment: Regarding the Service Plan: Under Article XIV, please revise the reference to the City Code in the first paragraph to "Section 91-32".

Response: This change has been made in redline.

Comment: Regarding the Service Plan: Under Article XIV, please add #10 to read: "The creation of the District is in the best interest of the City."

Response: This change has been made in redline.

Comment: Regarding the Service Plan: Please make reference to "Districts" singular in the following areas: In the first paragraph of Article VI; In the first sentence of the second paragraph and second sentence of the third paragraph under Article VII, Section I; In the second sentence of Article XII; and In the first paragraph of Article XIII.

Response: These changes have been made in redline.

Comment: Please update all documents to consistently refer to the proposed special district as "Scenic Height West Metropolitan District".

Response: These changes have been made in redline.

Comment: Regarding the Intergovernmental Agreement (Exhibit D): Please add a provision regarding the regional improvement contribution.

Response: This change has been made in redline.

Comment: Regarding the Intergovernmental Agreement (Exhibit D): Please provide information about the public improvements that are anticipated to be maintained by the District. Additionally, please provide information on public improvements that are anticipated to be maintained by an HOA, if any.

Response: The public improvements that are anticipated to be maintained by the District are the following: landscaped common areas (mowing, fertilization, weeding, and tree maintenance); native grass common areas (mowing, fertilization, and weeding); sprinkler and irrigation system; ongoing maintenance on sidewalks and roads that are not maintained by the City; snow removal on sidewalks and roads that are not maintained by the City; and detention pond and underdrain system. The Applicant does not anticipate creating an HOA and therefore no public improvements are anticipated to be maintained by an HOA.

Comment: Regarding the Model Notice (Exhibit E): Please delete the duplicative language about consulting with the Jefferson County Assessor's Office. (And please make the same change to the model notice attached as an exhibit to the IGA exhibit.)

Response: This change has been made in redline to both the Model Notice (Exhibit E) and the Intergovernmental Agreement (Exhibit D).

Comment: Regarding the Financial Plan (Exhibit F): The Financial Plan is dated November 25, 2025. Please confirm whether an updated Financial Plan is anticipated or if this is the Financial Plan applicant intends to be attached as Exhibit F to the Service Plan.

Response: An updated Financial Plan prepared by D.A. Davidson & Co. has been provided and is enclosed with this response as Exhibit F. The updated Financial Plan supersedes the November 25, 2025 version and is intended to be the Financial Plan attached as Exhibit F to the Service Plan.

Comment: Regarding the Financial Plan (Exhibit F): Please confirm the years that bonds are anticipated to be issued in - there appear to be inconsistent references to the series.

Response: According to the underwriter, D.A. Davidson & Co., who prepared the Financial Plan (Exhibit F), the proposed Series 2037 Bonds are a necessary and anticipated component of the District's long-term financing plan. They serve both a financial optimization function and a project completion function, consistent with typical Colorado metropolitan district structures.

The Series 2027 Bonds are anticipated to be issued during the early stages of development, when the tax base is not yet fully established and absorption and assessed value growth are still occurring. As a result, the credit risk is higher and the bonds carry a higher interest rate and are issued as non-rated bonds with additional security features required by investors.

By 2037, the District is expected to be fully built out and supported by a stable and significantly larger assessed valuation base. This allows the District to refinance the outstanding 2027 Bonds with the Series 2037 Bonds at a lower interest rate and investment-grade credit profile. The refinancing has the potential to reduce annual debt service costs or provide an additional funding source for outstanding eligible costs.

Comment: Regarding the Financial Plan (Exhibit F): Please provide an explanation as to the necessity for the Series 2037 (or 2038) bonds.

Response: See response above.

Comment: The Cost Estimates for the Public Improvements are dated August 4, 2023. Please confirm whether an updated document will be provided. Additionally, please provide explanation on the increase from the 2023 submittal.

Response: Enclosed with this response is a previous Cost Estimate for Public Improvements dated June 25, 2021 (the "**2021 Cost Estimate**").

The 2021 Cost Estimate was organized into four categories — Predevelopment, On-Site Development, Master Development, and Miscellaneous Costs — and produced a Grand Total of $3,227,376.58. The 2023 Cost Estimate is restructured by construction discipline (Sanitary, Storm, Water, Paving, Concrete, Grading, Retaining Walls, Landscaping, Signing and Striping, and Erosion Control), with each line item carrying its own mobilization, contingency (10%), and warranty/permit (5%) adders rather than a single project-wide contingency.

Key substantive differences include the following:

Scope and line-item changes. Several line items present in 2021 Cost Estimate do not appear in the 2023 Cost Estimate, including Soil Testing ($129,000), Surveying ($129,000), Sleeving ($47,300), Traffic Control ($25,000), Signage & Striping as a standalone on-site item ($15,000), and the Master Development category items (Landscape Water Tap Fees, Electric Service, Fencing & Columns, Entry Monument, Mailboxes, and Landscape & Irrigation, which together totaled $533,500 in 2021). The 2023 Cost Estimate also eliminates the General Repairs line ($64,500 in 2021) which was not present in 2021 Cost Estimate. The Management Fee line ($112,500 base, plus adders) has been removed.

Cost increases for shared line items. For items that appear in both estimates, costs increased materially between 2021 Cost Estimate and 2023 Cost Estimate. Sanitary sewer increased from $336,454 to $503,531 (base); water from $279,821 to $610,315; storm sewer from $329,479 to $535,987; and concrete/curb and gutter from $381,593 to $724,857. Retaining walls decreased from $68,180 to $44,180.

Contingency structure. The 2021 Cost Estimate applied a single project-wide contingency of $287,534 (approximately 10% of the cumulative subtotal). The 2023 Cost Estimate applies a 10% contingency and a separate 5% warranty/permit allowance to each individual line item, which increases the effective contingency load across the project.

Sincerely,

WBA, PC

Megan J. Murphy

Megan J. Murphy
Shareholder

Enclosures

Megan J. Murphy
Shareholder

303-858-1800
mmurphy@wbapc.com

July 27, 2026

VIA EMAIL
City of Arvada
Bryan Archer, Finance Director barcher@arvada.org
Megan McCall, Assistant City Attorney mmccall@arvada.org
Rozalynne Thompson, Principal Planner rthompson@arvada.org

Re: Response to Second Review of Service Plan for Scenic Heights West Metropolitan District, 7095 Kipling Street, Arvada, CO 80004-1654 (DA2026-0012)

Dear Mr. Archer, Ms. McCall, and Ms. Thompson:

WBA, PC serves as counsel to Kipling Investment LLC (the "**Applicant**") regarding the submittal of the Scenic Heights West Metropolitan District Service Plan. We have received your letter on July 2, 2026 (the "**Letter**"). Below and enclosed with this letter are the Applicant's responses to the Letter.

Outstanding comments for resolution:

Comment: Please provide additional information as to the calculation of the regional contribution equating to 5 mills. Please include any assumptions that are being made in the calculation.

Response: After review with the underwriter, D.A. Davidson & Co., the Applicant is proposing to change the Regional Contribution from $155,057 to $197,314. The updated number is the net present value of the ARI Mill Levy in the City's Model Service Plan as calculated in the table below.

Scenic Heights West MD						
Regional Mill Levy Contribution						
		Assessed Value in Collection Year (2-year lag)	Regional Mill Levy	Debt Mill Levy Collections	Specific Ownership Taxes	Total Revenue
			5.000	99.50%	6.00%	
2026		$0	0.000	$0	$0	$0
2027		$0	0.000	$0	$0	$0
2028	1	$35,000	1.000	$35	$2	$37
2029	2	$637,171	1.000	$634	$38	$672
2030	3	$2,209,529	1.000	$2,198	$132	$2,330
2031	4	$3,281,278	1.000	$3,265	$196	$3,461
2032	5	$3,478,154	1.000	$3,461	$208	$3,668
2033	6	$3,478,154	1.000	$3,461	$208	$3,668
2034	7	$3,686,844	1.000	$3,668	$220	$3,889
2035	8	$3,686,844	1.000	$3,668	$220	$3,889
2036	9	$3,908,054	1.000	$3,889	$233	$4,122
2037	10	$3,908,054	1.000	$3,889	$233	$4,122
2038	11	$4,142,538	1.000	$4,122	$247	$4,369
2039	12	$4,142,538	1.000	$4,122	$247	$4,369
2040	13	$4,391,090	1.000	$4,369	$262	$4,631
2041	14	$4,391,090	1.000	$4,369	$262	$4,631
2042	15	$4,654,555	1.000	$4,631	$278	$4,909
2043	16	$4,654,555	1.000	$4,631	$278	$4,909
2044	17	$4,933,829	1.000	$4,909	$295	$5,204
2045	18	$4,933,829	1.000	$4,909	$295	$5,204
2046	19	$5,229,858	1.000	$5,204	$312	$5,516
2047	20	$5,229,858	1.000	$5,204	$312	$5,516
2048	21	$5,543,650	5.000	$27,580	$1,655	$29,234
2049	22	$5,543,650	5.000	$27,580	$1,655	$29,234
2050	23	$5,876,269	5.000	$29,234	$1,754	$30,989
2051	24	$5,876,269	5.000	$29,234	$1,754	$30,989
2052	25	$6,228,845	5.000	$30,989	$1,859	$32,848
2053	26	$6,228,845	5.000	$30,989	$1,859	$32,848
2054	27	$6,602,576	5.000	$32,848	$1,971	$34,819
2055	28	$6,602,576	5.000	$32,848	$1,971	$34,819
2056	29	$6,998,730	5.000	$34,819	$2,089	$36,908
2057	30	$6,998,730	5.000	$34,819	$2,089	$36,908
2058	31	$7,418,654	5.000	$36,908	$2,214	$39,122
2059	32	$7,418,654	5.000	$36,908	$2,214	$39,122
2060	33	$7,863,773	5.000	$39,122	$2,347	$41,470
2061	34	$7,863,773	5.000	$39,122	$2,347	$41,470
2062	35	$8,335,600	5.000	$41,470	$2,488	$43,958
2063	36	$8,335,600	5.000	$41,470	$2,488	$43,958
2064	37	$8,835,735	5.000	$43,958	$2,637	$46,595
2065	38	$8,835,735	5.000	$43,958	$2,637	$46,595
2066	39	$9,365,880	5.000	$46,595	$2,796	$49,391
2067	40	$9,365,880	5.000	$46,595	$2,796	$49,391
Total		**$221,152,246**		**$801,681**	**$48,101**	**$849,782**
Net Present Value (5% Discount Rate)		**$68,228,934**		**$186,145**	**$11,169**	**$197,314**

The Financial Plan (Exhibit F) has also been updated to reflect the new higher Regional Contribution Amount.

Comment: Please update the estimate of costs of public improvements in Article V. Section 24 to reflect removal of the management fee from the cost estimate.

Response: This change has been made.

Comment: Please provide a redline of changes made from the model service plan. Changes that staff have requested may be reflected in the redline.

Response: Enclosed with this response is a redline showing all changes from the model service plan.

Additional comments for general information:

Comment: The applicant is advised that staff may provide additional information and context in the meeting packet with respect to the applicant's statement that "The debt mill levy of 55 mills is consistent with the mill levies authorized for other metropolitan districts in Arvada." The mill levies reflected in the table provided by the applicant do not appear to show that is authorized as the debt mill levy cap in the districts' service plans but rather what the districts certified for collection which amount may be above (or below) what's expressly authorized as the cap in the service plan due to changes in the method of calculating assessed valuation and have be increased (or decreased) so that the actual tax revenues generated by the mill levy are not enhanced or diminished by such changes. The applicant is also welcome to provide any additional clarification or information with respect to this.

Response: The Applicant would like to add the following table to its response. This table shows both the current debt service mill levy being imposed as well as the debt service mill levy that is authorized in the respective service plans. Some of these service plans allow for mill levy adjustments from as far back as 2004.

District Name	Debt Mill Levy (2025 for collection in 2026)	Debt Service Mill Levy in Service Plan
Canyon Pines Metropolitan District	63.680	50 mills adjusted from January 1, 2004
Cimarron Metropolitan District	0.00	50 mills adjusted from January 1, 2004

GEOS Neighborhood Metropolitan District	45.645	40 mills adjusted from January 1, 2007
Haskins Station Metropolitan District	57.176	50 mills adjusted from January 1, 2017
Hometown Metropolitan District No. 2	22.739	40 mills adjusted from January 1, 2004
Jefferson Center Metropolitan District No. 1	54.919	50 mills adjusted from January 1, 2004
Jefferson Center Metropolitan District No. 2	0.00	50 mills adjusted from January 1, 2004
Kipling Ridge Metropolitan District	0.000	40 mills adjusted from August 2, 2004
Leyden Ranch Metropolitan District	38.000	40 mills adjusted from January 1, 2011
Leyden Rock Metropolitan District No. 10	27.511	40 mills adjusted from January 1, 2004
Mountain Shadows (Whisper Creek) Metropolitan District	38.636	50 mills adjusted from January 1, 2004
Richards Farm Metropolitan District No. 2	34.873	40 mills adjusted from January 1, 2004
Sabell Metropolitan District	57.161	50 mills adjusted from January 1, 2017

Vauxmont Metropolitan District	63.303	50 mills adjusted from January 1, 2004
Westown (Hometown District No. 1) Metropolitan District	41.200	50 mills adjusted from January 1, 2004

The Applicant respectfully requests that the Service Plan be considered by the City Council in a public hearing at the September 1st Business Meeting.

Sincerely,

WBA, PC

Megan J. Murphy

Megan J. Murphy
Shareholder

Enclosures

Megan J. Murphy
Shareholder

303-858-1800
mmurphy@wbapc.com

August 26, 2026

VIA EMAIL
City of Arvada
Bryan Archer, Finance Director (barcher@arvada.org)
Megan McCall, Assistant City Attorney (mmccall@arvada.org)
Rozalynne Thompson, Principal Planner (rthompson@arvada.org)

Re: Regional Contribution for Scenic Heights West Metropolitan District Service Plan, 7095 Kipling Street, Arvada, CO 80004-1654 (DA2026-0012)

Dear Mr. Archer, Ms. McCall, and Ms. Thompson:

WBA, PC serves as counsel to Kipling Investment LLC (the "Applicant") regarding the Scenic Heights West Metropolitan District Service Plan. Following the City's request that the Applicant provide an updated Regional Contribution amount in advance of City Council public hearing, the Applicant has reviewed and reflected further on this figure. This letter proposes to revise the Regional Contribution from $197,314 — previously accepted by the City and reflected in the Intergovernmental Agreement (Exhibit D) and Financial Plan (Exhibit F) to the Service Plan — to $250,000, for the reasons set forth below.

The $197,314 figure was calculated as the net present value of the Average Regional Improvements ("ARI") mill levy under the City's Model Service Plan schedule, using a 40-year term. Recalculating that same net present value methodology using the full 50-year ARI mill levy term set forth in the Model Service Plan produces a substantially higher result: approximately $737,825, or $9,582 per home (52% of Scenic Heights West's appraised land value). Rather than simply substituting that corrected 50-year calculation — which the Applicant believes is unworkable for the reasons discussed below — the Applicant undertook a broader review of the methodologies available for establishing the Regional Contribution, summarized in the table below.

Option	Basis	Regional Contribution	Per Home	% of Appraised Land Value
1	Regional Contribution scaled for Scenic Heights West's average home value relative to Haskins Station/Sabell	$235,000	$3,052	17%
2	**5% of the District's Total Debt Issuance Limitation (the City's own Model Service Plan framework) — Recommended**	**$250,000**	**$3,247**	**18%**
3	Same per-home contribution as Haskins Station and Sabell Metropolitan Districts	$361,900	$4,700	25%
4	11% of the estimated Total Cost of Public Improvements (consistent with Haskins Station/Sabell)	$500,290	$6,497	35%
5	Net present value of the Average Regional Improvements ("ARI") mill levy under the City's Model Service Plan schedule (full 50-year term)	$737,825	$9,582	52%

According to the Applicant Scenic Heights West is appraised at $1,415,000.

Option 5 is not a workable outcome — it is more than double the per-home amount actually paid by Haskins Station and Sabell and would represent 52% of Scenic Heights West's land value. Options 3 and 4 are likewise disproportionate once Scenic Heights West's size and product type are considered. The Applicant recommends Option 2: 5% of the District's Total Debt Issuance Limitation. For context, the table below compares the proposed $250,000 Regional Contribution to the amounts actually paid by Haskins Station and Sabell:

District	Units	Total Debt Issuance Limitation	Regional Contribution	% of Debt Limit	% of Improvement Cost	Per Unit
Haskins Station	477	$36,000,000	$2,255,213.20	6.26%	12.75%	$4,727.91
Sabell	249	$30,000,000	$1,174,786.80	3.92%	10.19%	$4,718.02
Scenic Heights West (proposed)	**77**	**$5,000,000**	**$250,000.00**	**5.00%**	**5.50%**	**$3,246.75**

The Applicant respectfully submits that $250,000 is the appropriate Regional Contribution for Scenic Heights West, for the following reasons:

1. **Market timing and product type**. The Haskins Station and Sabell per-home figures reflect the 2018–2019 market for detached single-family product. A 2026 attainable, attached-product community should not be measured against 2018 detached single-family benchmarks.

2. **Scale**. Scenic Heights West comprises 77 homes on approximately 6.83 acres, compared to 249 dwelling units on approximately 25 acres (Sabell) and 477 dwelling units on approximately 62 acres (Haskins Station). On a per-acre or density basis, Scenic Heights West's proportional share of regional impact — and corresponding Regional Contribution — is substantially smaller.

3. **Roads and traffic impact.** The regional road network adjacent to Scenic Heights West is substantially funded, and Scenic Heights West, at roughly one-tenth the unit count of Haskins Station, will generate proportionally fewer vehicle trips — the impact the Regional Contribution for street improvements is intended to address.

4. **Consistency with the City's framework.** Option 2 applies the same approximately 5%-of-debt-limit calculation that was approved by City Council and applied in Haskins Station and Sabell rather than an ad hoc comparison, giving the City a repeatable, defensible number for this and future small districts. This approach is consistent with the Applicant's prior discussions with Councilmember Fifer.

The Applicant requests that the City accept $250,000 as the Regional Contribution for Scenic Heights West Metropolitan District for purposes of the September 1, 2026 public hearing. The Applicant will submit a revised Exhibit D (Intergovernmental Agreement) and Exhibit F (Financial Plan) reflecting this amount promptly upon the City's confirmation.

Please let us know if you have any questions. We appreciate the City's continued engagement on this issue in advance of the September 1st hearing.

Sincerely,

WBA, PC

Megan J. Murphy

Megan J. Murphy
Shareholder

PROPOSED
SCENIC HEIGHTS WEST
METROPOLITAN DISTRICT

City Council Presentation

City of Arvada, Colorado

WBA Local Government Law

Service Plan dated August 5, 2026

PROPOSED SCENIC HEIGHTS WEST DEVELOPMENT

Acreage and Location: Approximately 7 acres (6.83 surveyed acres) of vacant land within the City of Arvada and Jefferson County, generally located along Kipling Street between W. 70th and W 71st Avenues

Developer: Kipling Investments, LLC a Colorado based developer prioritizing sustainable communities

Key Features

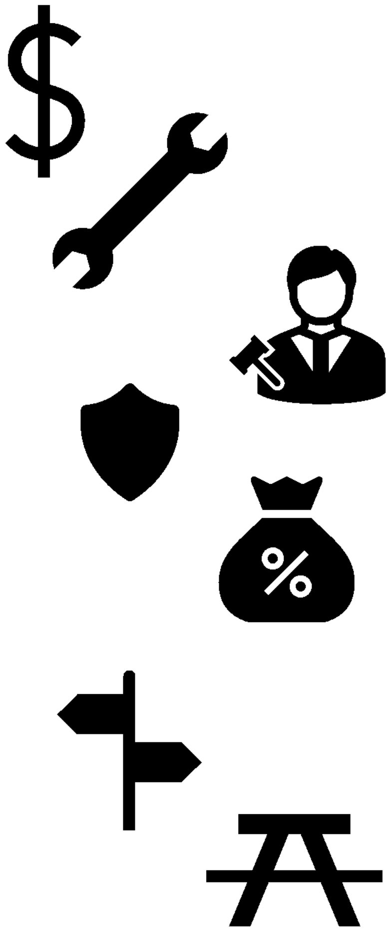
- 77 homes (51 townhomes, 26 single-family detached)
- Renewable, sustainable, community amenities, parks, etc.

COMMUNITY ENGAGEMENT

- The project went through the required neighborhood meeting and public hearing process during entitlement. No additional extensive community outreach was conducted.
- There have been two iterations of the Site Development Plan, including revisions that increased the size of the attached townhome units and refinements to the single-family detached product. There was no increase in density from the original Site Development Plan.
- Feedback received through the neighborhood meeting and public hearing process was considered as the plans were refined. No significant additional community feedback has been received.

GENERAL PURPOSE OF METROPOLITAN DISTRICT

- Finance and construct public improvements
- Provide ongoing operations and maintenance
- Covenant enforcement authority
- Power of eminent domain (only with City consent)
- Ability to levy taxes, fees, and charges
- Provision of Key Services
  - Street improvements, traffic and safety controls
  - Parks, recreations, trails, and open space improvements
  - Drainage and irrigation system improvements



STATUTORY PROTECTIONS

- In the 1980s, Colorado's financial struggles pushed lawmakers to reform the Special District Act
- A key reform: C.R.S. Section 32-1-11012(6), which restricts how metropolitan districts can issue debt
- The Special District Act has continued to evolve to ensure accountability and transparency
- Why It Matters
  - These protections safeguard residents against excessive taxes and ensure transparent and responsible governance

STATUTORY PROTECTIONS: ENSURING TRANSPARENCY (1 OF 2)

- Must hold open meetings with due notice to 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.

STATUTORY PROTECTIONS: ENSURING TRANSPARENCY (2 OF 2)

- Must provide annual transparency notice to all eligible electors, in accordance with Section 32-1-809, C.R.S.
- Metropolitan districts with residential units must 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 of unaudited financial statements, and (3) an opportunity for the public to ask questions
- Must record a special district public disclosure document and map, pursuant to Section 32-1-104.8, C.R.S.
- Must submit an annual report to the City no later than August 1st each year, per the Service Plan.

SERVICE PLAN PROTECTIONS

- Disclosure requirements
  - The District shall record a separate notice against all property within the District, substantially complying with the Model Notice included in the Service Plan (Exhibit E)
  - Statutory mandated disclosure by all sellers to purchasers, to ensure every buyer understands: (i) the District's purpose and existence, and (ii) the associated financial obligations before purchasing a home

SINGLE-DISTRICT STRUCTURE

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

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 limitations 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 issue bonds

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, own, operate, o maintain a golf course unless 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

DISTRICT FINANCIALS

Estimated Public Improvements Cost

$4.5M

$4,548,099 per preliminary engineering estimate

Debt Limit

$5.0M

40-year maximum term

Debt Mill Levy Cap

55 mills

Aggregate Mill Levy Cap

75 mills

55 debt service + 20 operations and maintenance

Projected Bond Repayment

30-year terms

Within the Service Plan’s 40-year maximum

Regional Contribution

$197,314

One-time payment from bond proceeds to the City (not an ongoing mill levy)

DEVELOPER COSTS TO DEVELOP THE COMMUNITY

Preliminary Engineering Survey (Cost of Public Improvements)	$4,687,599
Preliminary Engineering Survey (Cost of Private Improvements)	$13,326,257
Total Costs of Developer to Develop the Community (Public Improvements and Private Improvements)	**$18,013,856**
Financial Plan Series 2027 Estimated Proceeds from District Debt	$2,333,882
Financial Plan Series 2037 Estimated Proceeds from District Debt	$1,165,000
Regional Contribution to the City	$250,000
Financial Plan Total Estimated Proceeds from District Debt	$3,248,882
Costs of Developer to Develop the Community that are not repaid with District Debt	**$14,764,974**

CONCLUSION

Formation of the Scenic Heights West 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. We are available for any questions you may have on the proposed Scenic Heights West Metropolitan District and Service Plan.

CITY OF ARVADA

REPORT FROM CITY COUNCIL	AGENDA ITEM 12.A.

DATE: September 1, 2026

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 E-470 Authority (Alternate) *Metro Mayors' Caucus Olde Town Business Improvement (BID)(Alternate) Urban Drainage and Flood Control District West Connect Coalition
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 Economic Development Association Board Arvada Fire Protection District Coordinating Committee Arvada Visitors Center Committee (Alternate) Bond Oversight Committee CML Policy Committee Denver Regional Council of Governments (DRCOG) (Alternate) Jefferson County R-1 Schools Coordinating Committee

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

*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 1, 2026

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	08/12/2026
Allison Scheck, Deputy City Manager	08/13/2026
Linda Haley, Deputy City Manager	08/13/2026
Don Wick, City Manager	08/13/2026

Enclosure, exhibits & attachments required to support the report

2026 CITY COUNCIL WORKSHOPS, STUDY SESSIONS, PRESENTATIONS AND RETREATS (TENTATIVE)

WORKSHOPS	Date	Lead
Sexually Violent Predators (SVP)	**Sept 8**	CAO
Budget Workshop This workshop will present the details of the 2027-2028 proposed City Manager's Budget. Presentations will be made by Work system and will include updates by each Department Head. **Next Steps:** The 2027-2028 proposed budget will be presented to City Council for approval on October 20th.	**Sept 22**	FIN
	Oct 13	
Homelessness Action Plan The Homelessness Action Plan will guide the work of various City teams through 2030 . At this workshop, we will provide a draft of the action plan for council's feedback and consensus to use in finalizing the plan.	**Oct 27**	CMO
City Council/Planning Commission Workshop- Comprehensive Plan, Phase 2 (Tentative) This workshop will focus on what we heard during Phase 2 engagement, including a review of the draft Vision and Guiding Principles and discussion of how they reflect community values and priorities. The meeting will also introduce the upcoming scenario planning process and explain how the Vision and Guiding Principles will be used to evaluate alternative futures for Arvada.	**Nov 10**	CED
No Meeting – Holiday Week	**Nov 24**	
Infrastructure Annual Report In this workshop, the Infrastructure team will present the status of system plans and key initiatives advanced in 2026 in alignment with the City Council Strategic Plan. Performance results of work system services will be shared.	**Dec 8**	INFRA
Short Term Rentals Per the Council's directive in March, representatives from CED, Code Enforcement and IT will provide a six-month follow-up report to Council regarding the status of unlicensed properties and general complaint trends following the amendments to the Land Development Code regarding STRs.	**Dec 8**	CED
No Meeting – Holiday Week	**Dec 22**	
2027		
Permitting Software Demonstration This workshop will provide an update to Council on our exciting implementation of the new permitting, projects and Licensing software. Our team will present to Council the current project progress as well as a demonstration of the new software capabilities.	**Jan 26**	CED
Lake Arbor Golf Course	**TBD**	VCN
System Development Charges	**TBD**	INFRA
End of Year City Council Strategic Plan Update	**TBD**	CMO
Pavement Program	**TBD**	INFRA
PRESENTATIONS		
Sustainability Advisory Committee	**March**	
Housing Advisory Committee	**May**	
Arts & Culture Commission	**June**	
Transportation Committee	**Aug 18**	INFRA
Festivals Commission	**October**	
Parks Advisory Committee	**December**	
STUDY SESSIONS		

Revised 2026-2030 City Council Strategic Plan	**Sept. 1**	CMO
Paid Parking	**Sept 15**	INFRA
Potential New Urban Renewal Areas	**Sept 15**	AURA
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		