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APPENDIX 2-A

U S POSTAL SERVICE STANDARD ABBREVIATIONS

<i>States and Territories</i>							
Alabama	AL		Kentucky	KY		Ohio	OH
Alaska	AK		Louisiana	LA		Oklahoma	OK
Arizona	AZ		Maine	ME		Oregon	OR
Arkansas	AR		Maryland	MD		Pennsylvania	PA
California	CA		Massachusetts	MA		Puerto Rico	PR
Colorado	CO		Michigan	MI		Rhode Island	RI
Connecticut	CT		Minnesota	MN		South Carolina	SC
Delaware	DE		Mississippi	MS		South Dakota	SD
District of Columbia	DC		Missouri	MO		Tennessee	TN
Florida	FL		Montana	MT		Texas	TX
Georgia	GA		Nebraska	NE		Utah	UT
Guam	GU		Nevada	NV		Vermont	VT
Hawaii	HI		New Hampshire	NH		Virginia	VA
Idaho	ID		New Jersey	NJ		Virgin Islands	VI
Illinois	IL		New Mexico	NM		Washington	WA
Indiana	IN		New York	NY		West Virginia	WV
Iowa	IA		North Carolina	NC		Wisconsin	WI
Kansas	KS		North Dakota	ND		Wyoming	WY

<i>Common Address Abbreviations</i>							
Apartment	APT		Lane	LN		Rural	R
Attention	ATTN		Meadows	MDWS		Shore	SH
Avenue	AVE		North	N		South	S
East	E		Palms	PLMS		Square	SQ
Expressway	EXPY		Park	PK		Station	ST
Heights	HTS		Parkway	PKWY		Terrace	TER
Hospital	HOSP		Plaza	PLZ		Turnpike	TPKE
Institute	INST		Ridge	RDG		Union	UN
Junction	JCT		Road	RD		View	VW
Lake	LK		Room	RM		Village	VLG
Lakes	LKS		Route	RT		West	W

APPENDIX 2-B

WELD COUNTY DISTRICT POLICY SCHEDULE A

Biennial Adjustments to Minimum Assessed Value Requirements.

Effective January 1 of each year.

<i>Year</i>	<i>Adjusted Minimum District Assessed Value</i>
2008	\$2,150,000.00
2010	2,300,000.00
2012	2,450,000.00
2014	2,600,000.00
2016	2,750,000.00
2018	2,900,000.00
2020	3,050,000.00
2022	3,200,000.00
2024	3,350,000.00
2026	3,500,000.00
2028	3,650,000.00

Note: Although the Board of County Commissioners has the authority and right to adjust the foregoing schedule at any time, it is recommended that the adequacy of this Schedule A be specifically addressed in 2028.

(Weld County Code Ordinance 2007-6)

APPENDIX 2-C

**MODEL SERVICE PLAN FOR
_____ METROPOLITAN DISTRICT,
WELD COUNTY, COLORADO**

Prepared by:

[NAME OF PERSON OR ENTITY]

[ADDRESS]

[ADDRESS]

[DATE]

Note: This Model Service Plan is made available by the Weld County Department of Planning Services. In accordance with County Code Section 2-14-60, all service plans submitted to Weld County should follow the basic outline, form, sequence and structure of this Model Service Plan. Where possible, service plans submitted to the County should duplicate the language contained herein. For districts whose primary revenue source is ad valorem property taxes, district formation will not be favorably received where the future assessed value of all property within the proposed district is projected to be less than two million dollars (\$2,000,000.00) at full build-out.

(Weld County Code Ordinance 2007-6)

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EXHIBIT F	Financial Plan

I. INTRODUCTION

A. Purpose and Intent.

The District is an independent unit of local government, separate and distinct from the County 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 County only insofar as they may deviate in a material matter from the requirements of this Service Plan. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements.

The District is not being created to provide ongoing operations and maintenance services other than as specifically set forth in this Service Plan. This Service Plan has been prepared in accordance with Article XIV of Chapter 2 of the County Code.

B. Need for the District.

There are currently no other governmental entities, including the County, 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 County Regarding District's Service Plan.

The County'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 and at a tax mill levy no higher than the Maximum Debt Mill Levy. Debt which is issued within these parameters (as further described in the Financial Plan) will insulate property owners from excessive tax 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 the Project and those regional improvements necessitated by the Project. Ongoing operational and maintenance activities are allowed, but only as specifically addressed in this Service Plan, and only to the extent that the District has sufficiently demonstrated that such operations and maintenance functions are in the best interest of the County and the existing and future residents and taxpayers of the District. In no case shall the mill levies imposed by the District for debt service and operations and maintenance functions exceed the Aggregate Mill Levy Cap.

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 and, if the District has authorized operating functions under this Service Plan, to retain only the power necessary to impose and collect taxes or fees to pay for costs associated with said operations and maintenance functions.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid 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. It is the intent of this Service Plan to assure to the extent possible that no taxable property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no property 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 costs of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District.

II. DEFINITIONS

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

Aggregate Mill Levy Cap means the maximum aggregate mill levy the District is permitted to impose for debt service and operations and maintenance, as set forth in Subsection VI.H below.

Approved Development Plan means a development plan or other process established by the County (including but not limited to approval of a Planned Unit Development final plan or Subdivision final plat by the BOCC) for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area as approved by the County pursuant to the County Code and as amended pursuant to the County Code from time to time.

Board means the Board of Directors of the District.

BOCC means the Board of County Commissioners of the County of Weld, Colorado.

Bond, Bonds or Debt means bonds or other obligations for the payment of which the District has promised to impose an ad valorem property tax mill levy.

County means the County of Weld, Colorado.

County Code means the Weld County Code, as the same may be amended from time to time.

District means the _____ Metropolitan District.

External Financial Advisor means a consultant that: (1) 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; (2) shall be an underwriter, investment banker or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (3) is not an officer or employee of the District.

Financial Plan means the Financial Plan described in Section VI below which is prepared by an External Financial Advisor in accordance with the requirements of the County Code and describes: (a) how the Public Improvements are to be financed; (b) how the Debt is expected to be incurred; and (c) 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, if any.

Inclusion Area Boundary Map means the map attached hereto as Exhibit C-2, describing the property proposed for inclusion within the District (if any) in the future.

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, describing the District's initial boundaries.

Map Depicting Public Improvements means the map or maps attached hereto as Exhibit E, showing the locations of the Public Improvements listed in the Primary Infrastructure Plan.

Maximum Debt Mill Levy means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Subsection VI.C below.

Maximum Debt Mill Levy Imposition Term means the maximum term for imposition of a mill levy as set forth in Subsection VI.D below.

Primary Infrastructure Plan means the Primary Infrastructure Plan described in Subsection V.B below, which includes: (a) a list of the Public Improvements to be developed by the District; and (b) an estimate of the cost of the Public Improvements.

Project means the development or property commonly referred to as _____.

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.

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 District approved by the BOCC.

Service Plan Amendment means an amendment to the Service Plan approved by the BOCC in accordance with applicable state law.

Special District Act means Section 32-1-101 et seq., C.R.S., as amended from time to time.

State means the State of Colorado.

Total Debt Issuance Limitation means the total Debt the District is authorized to issue, as set forth in Paragraph V.A.6 below and supported by the Financial Plan.

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 _____ acres. A legal description of the Initial District Boundaries and the Inclusion Area Boundaries is attached hereto as

Exhibit A. 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. A vicinity map is attached hereto as Exhibit B. 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.

IV. PROPOSED LAND USE AND ASSESSED VALUATION

The Service Area consists of approximately _____ acres of land. The current assessed valuation of the Service Area is assumed to be \$ _____ for purposes of this Service Plan and, at build-out, is expected to be sufficient to reasonably discharge the Debt as demonstrated in the Financial Plan.

Approval of this Service Plan by the County 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 which may be identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

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 within and without the boundaries of the District as such power and authority are described in the Special District Act, and other applicable statutes, common law and the State Constitution, subject to the limitations set forth herein.

If, after the Service Plan is approved, the State Legislature includes additional powers or grants new or broader powers for Title 32 districts by amendment of the Special District Act, no such powers shall be available to or exercised by the District unless the District publishes forty-five-day notice and provides written notice to the BOCC pursuant to Section 32-1-207(3)(b), C.R.S. If, within forty-five (45) days of the publication of such notice, the BOCC expresses to the District a written objection to the proposed exercise of such new or broader powers, then the exercise of the same by the District without the prior written consent of the BOCC shall be considered a material modification of the Service Plan and shall be resolved in accordance with Section 32-1-207(2), C.R.S.

1. 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 County or other appropriate jurisdiction or owners' association in a manner consistent with the Approved Development Plan, other rules and regulations of the County and applicable provisions of the County Code. The District shall not be authorized to operate and maintain any part or all of the Public Improvements, unless specifically provided for and identified with particularity in this Service Plan.

2. Construction standards limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the County and of other governmental entities having proper jurisdiction, as applicable. The District will obtain all applicable permits for construction and installation of Public Improvements prior to performing such work.

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

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

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [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 the designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

4. Inclusion limitation. The District shall not include within its boundaries any property outside the Service Area without the prior written consent of the BOCC. Inclusions or exclusions not described in this Service Plan shall require a forty-five-day notice publication and written notice to the BOCC pursuant to Section 32-1-207(3)(b), C.R.S. If, within forty-five (45) days of the publication of such notice, the BOCC expresses to the District a written objection to the proposed inclusion or exclusion, then the proposed inclusion or exclusion shall be considered a material modification of the Service Plan and shall be resolved in accordance with Section 32-1-207(2), C.R.S.

5. Initial debt limitation. Prior to the effective date of approval of an Approved Development Plan relating to development within the Service Area, the District shall not: (a) issue any Debt; (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; or (c) impose and collect any fees used for the purpose of repayment of Debt.

6. Total debt issuance limitation. The District shall not issue Debt in excess of \$_____. To the extent the District seeks to modify the Total Debt Issuance Limitation, it shall proceed in accordance with Subsection 2-14-20.I of the County Code.

7. Monies from other governmental sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds or other funds available from or through governmental or nonprofit entities for which the County is eligible to apply, except pursuant to an intergovernmental agreement with the County. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

8. 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 County.

9. Eminent domain limitation. The District shall not exercise its statutory power of eminent domain, except as may be necessary to construct, install, access, relocate or redevelop the Public Improvements identified in the Primary Infrastructure Plan. Any use of eminent domain shall be undertaken strictly in compliance with state law. Any proposed use of eminent domain for a purpose other than as may be necessary to complete the Public Improvements identified in the Primary Infrastructure Plan shall require a forty-five-day notice publication and written notice to the BOCC pursuant to Section 32-1-207(3)(b), C.R.S. If, within forty-five (45) days of the publication of such notice, the BOCC expresses to the District a written objection to the proposed use of eminent domain by the District, then the proposed use of eminent domain shall be considered a material modification of the Service Plan and shall be resolved in accordance with Section 32-1-207(2), C.R.S.

10. 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 services and facilities 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 Plans for the Project. The District is an independent unit of local government, separate and distinct from the County, and its activities are subject to review by the County only insofar as they may deviate in a material manner from the requirements of the Service Plan. Any action of the District which: (1) violates the limitations set forth in Paragraphs V.A.1—9 above; or (2) violates the limitations set forth in Subsections VI.B—H below, shall be deemed to be a material modification to this Service Plan, unless otherwise agreed by the County as provided for in Section X of this Service Plan.

B. Primary Infrastructure Plan.

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. The Primary Infrastructure Plan, including: (1) a list of the Public Improvements to be developed by the District; and (2) an estimate of the cost of the Public Improvements is attached hereto as Exhibit D. The Map Depicting Public Improvements is attached hereto as Exhibit E. In accordance with Subsection 2-14-20.L of the County Code, the Map Depicting Public Improvements shall be provided to the County in (at minimum) 24" x 36" format. The Map Depicting Public Improvements may be reduced as necessary to permit filing of the approved Service Plan with the District Court for and in Weld County, Colorado.

As shown in the Primary Infrastructure Plan, the estimated cost of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed by the District is approximately \$_____.

The District shall be permitted to allocate costs between such categories of the Public Improvements as deemed necessary in its discretion.

All of the Public Improvements described herein will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the County and shall be in accordance with the requirements of the Approved Development Plan. All descriptions of the Public Improvements to be constructed, and their related costs, are estimates only and are subject to modification as engineering, development plans, economics, the County's requirements and construction scheduling may require. Upon approval of this Service Plan, the District will continue to develop and refine the Primary Infrastructure Plan and the Map Depicting Public Improvements, as necessary, and prepare for issuance of Debt. All cost estimates will be inflated to then-current dollars at the time of the issuance of Debt and construction. All construction cost estimates contained in Exhibit D assume construction to applicable local, state or federal requirements.

VI. 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 the Total Debt Issuance Limitation 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 to be imposed upon all taxable 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.

The Total Debt Issuance Limitation is supported by the Financial Plan prepared by _____ (name of External Financial Advisor), attached hereto as Exhibit F. The Financial Plan attached to this Service Plan satisfies the requirements of Subsection 2-14-20.I of the County Code.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed fifteen percent (15%). The proposed maximum underwriting discount will be 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, and shall be fifty (50) mills; provided that if, on or after January 1, 2006, 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 January 1, 2006, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation. 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.

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 property which exceeds thirty (30) years after the year of the initial imposition of such mill levy to such property unless a majority of the Board are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101 et seq., C.R.S.

The District shall be limited to issuing new Debt within a period of fifteen (15) years from the date of the District's first debt authorization election. The District may issue Debt after the fifteen-year period in order to provide the services outlined in this Service Plan if development phasing is of a duration that makes it impracticable to issue all debt within the fifteen-year period.

E. Debt Repayment Sources.

The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance, to the extent operations and maintenance functions are specifically addressed in this Service Plan. 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 the Special District Act. In no event shall the debt service mill levy in the District exceed the Maximum Debt Mill Levy.

F. Security for Debt.

The District shall not pledge any revenue or property of the County as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the County 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 County in the event of default by the District in the payment of any such obligation.

G. TABOR Compliance.

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

H. District's Operating Costs.

The estimated cost of 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 \$ _____, 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 operated and maintained. The first year's operating budget is estimated to be \$ _____, which is anticipated to be derived from property taxes and other revenues.

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. The Aggregate Mill Levy Cap shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt and operations and maintenance functions, and shall be sixty-five (65) mills; provided that if, on or after January 1, 2006, 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 January 1, 2006, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation. Although the operations and maintenance mill levy imposed by the District may exceed fifteen (15) mills as part of the Aggregate Mill Levy Cap, the debt service mill levy may not exceed the Maximum Debt Mill Levy.

I. Elections.

The District will call an election on the questions of organizing the District, electing the initial Board and setting in place the proposed financial structure as required by TABOR. The election will be conducted as provided in the Uniform Election Code of 1992, the Municipal Election Code and TABOR. At least thirty (30) days prior to the District's organizational election, the proposed ballot questions shall be submitted to the County for review to ensure that said ballot questions are in compliance with this Service Plan.

VII. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report with the County Clerk not later than March 1 of each year following the year in which the Order and Decree creating the District has been issued by the District Court for and in Weld County, Colorado.

B. Reporting of Significant Events.

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

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.
2. Intergovernmental Agreements with other governmental entities, either entered into or proposed as of December 31 of the prior year.
3. Copies of the District's rules and regulations, if any, as of December 31 of the prior year.
4. A summary of any litigation which involves the District Public Improvements as of December 31 of the prior year.
5. Status of the District's construction of the Public Improvements as of December 31 of the prior year.
6. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the County as of December 31 of the prior year.
7. The estimated assessed valuation of the District for the current year.
8. Current year budget including a description of the Public Improvements to be constructed in such year.
9. Audit of the District's financial statement, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.

VIII. DISSOLUTION

Upon a determination of the BOCC that the purposes for which the District was created have been accomplished, the District agrees to file a petition in the District Court in and for Weld County, Colorado, for dissolution, in accordance with the provisions of the Special District Act. In no event shall dissolution occur until the District has provided for the payment or discharge of all of its outstanding Debt and other financial obligations as required pursuant to state statutes. If the District is responsible for ongoing

operations and maintenance functions under this Service Plan (Long-Term District Obligations), the District shall not be obligated to dissolve upon any such BOCC determination. However, should the Long-Term District Obligations be undertaken by the County or other governmental entity, or should the District no longer be obligated to perform the Long-Term District Obligations, the District agrees to commence dissolution proceedings as set forth above.

IX. PROPOSED AND EXISTING INTERGOVERNMENTAL AGREEMENTS AND EXTRATERRITORIAL SERVICE AGREEMENTS

All such agreements must be for facilities, services and agreements lawfully authorized to be provided by the District, pursuant to the State Constitution, Article XIV, Section 18(2)(a), and Sections 29-1-201 et seq., C.R.S. To the extent practicable, the District may enter into additional intergovernmental and private agreements to better ensure long-term provision of the Public Improvements identified herein. Agreements may also be executed with property owner associations and other service providers.

Any agreements which are required, or known at the time of formation of the District to likely be required, to fulfill the purposes of the District, must be described in this Service Plan, along with supporting rationale. Execution of intergovernmental or extraterritorial agreements by the District that are not described in this Service Plan shall require a forty-five-day notice publication and written notice to the BOCC pursuant to Section 32-1-207(3)(b), C.R.S. If, within forty-five (45) days of the publication of such notice, the BOCC expresses to the District a written objection to the proposed agreements, then the entry into said agreements without the prior written approval of the BOCC shall be considered a material modification of this Service Plan and shall be resolved only in accordance with Section 32-1-207(2), C.R.S.

X. MATERIAL MODIFICATIONS

Material modifications to this Service Plan may be made only in accordance with Section 32-1-207, C.R.S. All modifications to the written provisions of this Service Plan, whether deemed material or otherwise, must be approved by the County prior to becoming effective, and the District shall not be permitted to unilaterally make such modifications. No modification shall be required for an action of the District which does not materially depart from the provisions of this Service Plan. The District may request from the County a determination as to whether the County believes any particular action constitutes a material departure from the Service Plan, and the District may rely on the County's written determination with respect thereto; provided that the District acknowledges that the County's determination as aforesaid will be binding only upon the County, and will not be binding upon any other party entitled to enforce the provisions of the Service Plan as provided in Section 32-1-207, C.R.S.

XI. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., and Section 32-1-203(3), C.R.S., establishes that:

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

3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries;

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 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 County and each municipality which is an interested party under Section 32-1-204(1), C.R.S.;

7. The proposal is in substantial compliance the County's Master Plan adopted pursuant to Section 30-28-106, C.R.S.;

8. The proposal is in compliance with any duly adopted County, 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; and

10. The creation of the District is in the best interests of the residents and future residents of the area proposed to be served.

XII. RESOLUTION OF APPROVAL

The District agrees to incorporate the BOCC's resolution of approval, including any conditions on any such approval, into the Service Plan presented to the District Court for and in Weld County, Colorado.

- EXHIBIT A - Legal Descriptions
- EXHIBIT B - Vicinity Map
- EXHIBIT C-1 - Initial District Boundary Map
- EXHIBIT C-2 - Inclusion Area Boundary Map
- EXHIBIT D - Primary Infrastructure Plan
- EXHIBIT E - Map Depicting Public Improvements
- EXHIBIT F - Financial Plan

(Weld County Code Ordinance 2007-6)

APPENDIX 2-D

RESERVED

(Repealed by Weld County Code Ordinance 2007-6)