AGENDA
1381st Regular Meeting of the
CITY COUNCIL
September 9, 2014
7:00 p.m.

1. CALL TO ORDER

2. INVOCATION - Pastor Bill Davis, Good Shepherd Presbyterian Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF COUNCIL

5. APPROVAL OF AGENDA

6. AUDIENCE PARTICIPATION

DURING THIS PORTION OF THE MEETING, ANYONE MAY SPEAK ON ANY SUBJECT WHICH DOES NOT LATER APPEAR ON THE AGENDA AS A PUBLIC HEARING. SPEAKING TIME WILL BE LIMITED TO FIVE MINUTES PER INDIVIDUAL/TOPIC WITH A ONE HOUR LIMIT ON THIS SEGMENT OF THE AGENDA. IF YOU WISH TO SPEAK, PLEASE SIGN UP ON THE REGISTER LOCATED INSIDE THE COUNCIL CHAMBERS, PRIOR TO THE MEETING.

A. Presentations
   None
B. Audience Participation
C. Staff Reports
   None

7. COUNCIL COMMENTS/COMMUNICATIONS

8. CONSENT CALENDAR

ITEMS OF A ROUTINE AND NON-CONTROVERSIAL NATURE ARE PLACED ON THE CONSENT CALENDAR TO ALLOW THE CITY COUNCIL TO SPEND ITS TIME AND ENERGY ON THE IMPORTANT ITEMS ON A LENGTHY AGENDA. ANY COUNCILMEMBER MAY REQUEST THAT AN ITEM BE "PULLED" FROM THE CONSENT CALENDAR AND CONSIDERED SEPARATELY. AGENDA ITEMS PULLED FROM THE CONSENT CALENDAR WILL BE PLACED ON THE AGENDA AT THE END OF THE MATTERS LISTED UNDER "BUSINESS - ACTION ITEMS."

A. Approval of Minutes – August 21, 2014 Special, August 26, 2014 Regular and August 28, 2014 Special City Council Meetings. [220-BC]

B. An ordinance approving the First Amendment to the Aspen Reserve Annexation Agreement of approximately 38 acres of property located in the southeast quarter of Section 32, Township 1 South, Range 67 West, of the 6th Principal Meridian in the City of Thornton, County of Adams, State of Colorado. (Second Reading) [120-AG]

CITY OF THORNTON
8. CONSENT CALENDAR - Continued

C. An ordinance approving the rezoning of approximately 38 acres from Planned Development to Single-Family Detached and amending the Zoning Map (Aspen Reserve/Crestview Park). (Second Reading) [600-PR]

D. An ordinance amending Sections 18-50(a)(1) and 18-52(a)(3) of the Thornton City Code to give discretion to the Development Director to transmit Major Development Permits and Specific Use Permits directly to City Council for consideration at a public hearing when determined to be in the best interest of the public. (Second Reading) [500-CA]

E. An ordinance adopting the fifth amendment to the 2014 Budget amending section one of Ordinance 3267, making appropriations for the City of Thornton, Colorado for the fiscal year 2014 for all funds except that appropriations for certain individual projects shall not lapse at year end but continue until the project is completed or cancelled. (Second Reading) [380-BD]


G. An ordinance amending Section 42-474 and 42-507 of the Thornton City Code pertaining to pawnbroker regulations. (First Reading) [500-CA]

H. A resolution approving an Intergovernmental Agreement between the City of Thornton and the Colorado Department of Transportation for the maintenance of traffic signals on State Highways. [640-AG]

9. PUBLIC HEARINGS

IN ORDER TO SCHEDULE THE TIMING AND LENGTH OF PUBLIC HEARINGS FOR THE CONVENIENCE OF THE COUNCIL, THE GENERAL PUBLIC, AND INTERESTED PARTIES, THE FIRST PUBLIC HEARING WILL BEGIN AT OR BEFORE 7:30 P.M., OR AS SOON THEREAFTER AS POSSIBLE. THIS SEGMENT OF THE AGENDA WILL LAST NO MORE THAN 2 HOURS. PROONENTS AND OPPONENTS WHO WISH TO SPEAK ARE REQUESTED TO SIGN UP, PRIOR TO THE BEGINNING OF THE MEETING, ON THE REGISTER LOCATED INSIDE THE COUNCIL CHAMBERS, AND LIMIT THEIR REMARKS TO 5 MINUTES. GROUPS OF CITIZENS BROUGHT TOGETHER BY A COMMON INTEREST ARE REQUESTED TO CHOOSE A SPOKESPERSON WHOSE TIME TO COMMENT WILL BE EXTENDED TO 10 MINUTES. SPEAKERS MAY BE ASKED TO BE SWORN IN BY THE CITY CLERK IF THEY WISH TO SUBMIT FACTS RATHER THAN OPINIONS.

None

10. ACTION ITEMS

A. Resolutions concerning Bramming Farm Metropolitan Districts.

1) A resolution consenting to the petitioning for the dissolution of Bramming Farm Metropolitan District No. 2. [670-ME]
10. ACTION ITEMS - Continued

2) A resolution approving the termination of the Intergovernmental Agreement between the City of Thornton and Bramming Farm Metropolitan District No. 2. [670-ME]

3) A resolution approving the Amended and Restated Service Plan for Bramming Farm Metropolitan District No. 1 and the Intergovernmental Agreement between the City of Thornton and Bramming Farm Metropolitan District No. 1 regarding the Amended and Restated Service Plan for the District. [670-ME]

11. ADJOURNMENT

Agenda prepared by Nancy A. Vincent, City Clerk for Jack Ethredge, City Manager
COUNCIL COMMUNICATION

Meeting Date: September 9, 2014
Agenda Item: 8A
Agenda Location: Consent Calendar
Work Plan #: N/A
Legal Review: N/A

Subject: A Motion approving the Minutes of the August 21, 2014 Special, August 26, 2014 Regular and August 28, 2014 Special City Council Meetings. [220-BC]

Recommended by: Jack Ethredge

Presenter(s): Nancy Vincent, City Clerk

Approved by: Jack Ethredge

Ordinance previously introduced by: 

SYNOPSIS:

The official Minutes of the August 21, 2014 Special, August 26, 2014 Regular and August 28, 2014 Special City Council Meetings have been prepared by the City Clerk's Office and are hereby submitted for Council's approval.

RECOMMENDATION:

Staff recommends approval of Minutes as requested.

BUDGET/STAFF IMPLICATIONS:

None

ALTERNATIVES:

1. Approve the minutes as submitted.
2. Approve the minutes with corrections requested by Council.

BACKGROUND (ANALYSIS/NEXT STEPS/HISTORY): (includes previous City Council action)

None
MINUTES
THORNTON CITY COUNCIL
SPECIAL MEETING
AUGUST 21, 2014

1. CALL TO ORDER - By Mayor Heidi K. Williams at 6:00 p.m. in the Administrative Conference Room of the Thornton City Hall.

2. ROLL CALL OF COUNCIL - Those Present were: Mayor Heidi K. Williams, Mayor Pro Tem Val Vigil, and Councilmembers Jan Kulmann, Sam Nizam and Eric Tade. Absent – Councilmembers Jenice “JJ” Dove, Mack Goodman, Beth Martinez Humenik, and Eric Montoya.

STAFF MEMBERS PRESENT - Jack Ethredge, City Manager.

3. ACTION ITEMS

Executive Session, pursuant to C.R.S. 24-6-402(4)(f), to discuss personnel matters – City Manager’s evaluation.

MOTION WAS MADE BY COUNCILMEMBER ERIC TADE AND SECONDED BY COUNCILMEMBER JAN KULMANN TO RECESS INTO EXECUTIVE SESSION. MOTION PASSED UNANIMOUSLY.

THE MEETING RECESSED INTO EXECUTIVE SESSION AT 6:11 P.M. AND RECONVENED AT 7:10 P.M.

4. ADJOURNMENT

MOTION WAS MADE BY COUNCILMEMBER ERIC TADE AND SECONDED BY COUNCILMEMBER JAN KULMANN TO ADJOURN THE MEETING AT 7:10 P.M. MOTION PASSED UNANIMOUSLY.

Respectfully submitted,

[Signature]
City Clerk/Designee

_____________________
Mayor at time of approval

Approved at the September 9, 2014, City Council meeting.
1. CALL TO ORDER – By Mayor Heidi K. Williams at 7:00 p.m. in the Council Chambers of the Thornton City Hall.

2. INVOCATION - By Pastor Chris Casillas, Horizon Baptist Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF COUNCIL - Those Present were: Mayor Heidi K. Williams, Mayor Pro Tem Val Vigil, and Councilmembers Jenice "JJ" Dove, Mack Goodman, Jan Kulmann, Beth Martinez Humenik, Eric Montoya, Sam Nizam and Eric Tade.

STAFF MEMBERS PRESENT - Jack Ethredge, City Manager; Joyce Hunt, Assistant City Manager; Margaret Emerich, City Attorney; Charles Long, Deputy City Manager for Management Services; Jeff Coder, Deputy City Manager for City Development; Bud Elliot, Deputy City Manager for Infrastructure; Mike Soderberg, Executive Director for Community Services; Tom Manka, Deputy Police Chief; Glenn Duran, Interim Fire Chief; Chuck Seest, Finance Director; Robb Kolstad, Management and Budget Director; Mike Mallon, Current Planning Manager; Jason O'Shea, Development Engineering Manager; Leah Dawson, Senior Planner; Nancy Vincent, City Clerk; and Karren Werft, Deputy City Clerk.

5. APPROVAL OF THE AGENDA

The City Manager requested an Executive Session prior to Adjournment regarding airport negotiations.

The City Attorney stated that the Executive Session is being called pursuant to C.R.S. 24-6-402(4)(e) to determine positions relative to matters that are the subject of negotiations, develop strategy for negotiations, and instruct the negotiators regarding the Airport Coordinating Committee.

MOTION WAS MADE BY MAYOR PRO TEM VAL VIGIL AND SECONDED BY COUNCILMEMBER MACK GOODMAN TO APPROVE THE AGENDA AS AMENDED. MOTION PASSED UNANIMOUSLY.

6. AUDIENCE PARTICIPATION

A. Presentations

None

B. Audience Participation

Steven Martinez, 325 Starlight Road, addressed Council and expressed concern about his neighbor growing bamboo in his yard which is attracting a lot of vermin. He distributed pictures of his neighborhood and asked that Council enact an ordinance to ban growing bamboo in the City.
C. Staff Reports

None

7. COUNCIL COMMENTS/COMMUNICATIONS

Councilmember Montoya reminded everyone of Harvest Fest on September 6 at Community Park.

Councilmember Martinez Humenik reminded everyone of Cabela’s one year anniversary. She also said the Senior Center recently celebrated its 30th anniversary. She thanked those residents who participated in Paws for a Dip last Saturday.

8. CONSENT CALENDAR

MOTION WAS MADE BY COUNCILMEMBER MACK GOODMAN AND SECONDED BY MAYOR PRO TEM VAL VIGIL TO APPROVE THE CONSENT CALENDAR AS PRESENTED.

The City Clerk read into the record the title of the ordinance contained on the Consent Calendar.

MOTION PASSED UNANIMOUSLY.

THE FOLLOWING COUNCIL DOCUMENTS WERE APPROVED ON THE CONSENT CALENDAR:

A. Approval of Minutes - August 12, 2014 Regular and August 19, 2014 Special City Council Meetings.

B. An ordinance approving the rezoning of approximately 1.79 acres from Community Retail to Planned Development, amending the Official Zoning Map, and amending the ODP/CSP for a property located south of East 104th Avenue and east of Grant Street (104th Avenue Redevelopment 2nd Amendment). (Second Reading)

C. A resolution designating Saturday, September 6, 2014 as Thornton’s Playful City USA Play Day.

D. A resolution approving the Right-of-Way Use Agreement between the City of Thornton and DCP Midstream, L.P.

E. A resolution granting a non-exclusive electric utility easement to United Power, Inc., on the City of Thornton’s Zadel Pit.

F. A resolution authorizing the City Manager to enter into an addendum to the Intergovernmental Agreement (IGA) between the City of Thornton and the State of Colorado for the use of excess personal property for law enforcement purposes.

G. A resolution authorizing assignment of the 2014 Private Activity Bond allocation to fund mortgage credit certificates offered through the Colorado Housing and Finance Authority.
9. PUBLIC HEARINGS

At this time, individuals wishing to provide testimony during the public hearings were sworn in by the City Clerk.

A. A public hearing regarding the Annexation, Comprehensive Plan Amendment, Rezoning, and Conceptual Site Plan for the Aspen Reserve/Crestview Park Annexation.

The public hearing was opened at 7:11 p.m. The City Manager gave the opening remarks.

Mike Mallon, Current Planning Manager, stated that he was previously sworn. He entered into the record the notice of hearing published in the Northglenn-Thornton Sentinel and the notice mailed to property owners within 1,500 feet which were marked as City’s Exhibits #1 and #2, respectively. He also entered into the record the Affidavit of Posting and Posting Log which was marked as Applicant’s Exhibit A.

Mr. Mallon explained that the proposed project is for a 135 residential single-family detached development. He gave a slide presentation and reviewed a vicinity map showing the location of the property; an aerial photo of the site and surrounding property; future land use map; zoning map; history of the property; a comparison of the approved Aspen Reserve Development and the proposed Crestview Park Development; previously approved Aspen Reserve Overall Development Plan; proposed Crestview Park Conceptual Site Plan; public land dedication; and the annexation agreement amendment. These were later marked as City’s Exhibit #3.

Mr. Mallon stated that the Applicant proposes to change the future land designation of the property from Residential Medium to Residential Low, rezone the property from Planned Development (PD) to Single-Family Detached (SFD), and develop 135 SFD lots. He said the proposal provides a 2.13-acre park with upgraded amenities to satisfy the Public Land Dedication requirements. He pointed out the access points to the development, location of the park, trails and landscaped buffers, and reviewed the setback requirements. He noted that the previous annexation agreement required construction of a pool and clubhouse. He stated that since the proposal has changed to single-family development, the Applicant is requesting an amendment to the annexation agreement to eliminate that language. He gave the reasons for staff’s recommendation of approval which were outlined in the Council Communication.

Mr. Mallon responded to a question by Council and stated that there were no age restrictions on the previously approved development.

Paul Shoukas, 1001 16\textsuperscript{th} Street, Denver, CO, stated that he was previously sworn. He gave a slide presentation regarding the proposed project and reviewed their team members; the history of the project; location of the site; access plan to the site; existing conditions; original site plan approved for 208 multifamily units; proposed site plan for 135 single-family units; proposed open space with upgraded amenities; perspective of the park; subdivision enhancements; and some of the Richmond Homes that will be offered. These were later marked as Applicant’s Exhibit B.
Mr. Shoukas responded to a question by Council concerning the number of ranch model homes to be offered.

Mike Rocha, 12303 Airport Way, Broomfield, CO, stated that he was previously sworn and responded to a question regarding the traffic study. He said the current traffic count on Quebec Street is 4,700 vehicles/day and is expected to increase as population increases.

Jason O'Shea, Development Engineering Manager, stated that he was previously sworn and added that approximately 5,800 trips per day is anticipated with this development.

America Bischard, 12101 Quebec Street, Brighton, CO, signed up to speak in opposition to the proposed development and was sworn in by the City Clerk. She expressed concern about increased traffic; truck hauling in the area; proposed widening of Quebec to a six-lane highway; a major arterial ending at Riverdale Road; and increased police activity. She stated that she does not want her property annexed into Thornton.

Mr. Mallon responded to Ms. Bischard’s concern regarding annexation. He explained that the proposed site was already annexed in 2007. He stated that there are no plans to annex any land within this area without the property owner’s request and consent to annex.

Robert Ishida, 12216 Newport Drive, was sworn in by the City Clerk, and expressed concern about the utility line that runs behind his fence, and wildlife in the area.

Mr. Mallon responded to Mr. Ishida’s concerns. He explained that the fence along the western edge of the property is not being proposed to be replaced. He stated that the Applicant is proposing to leave an approximately 50-foot buffer in the area of the Sinclair gas pipeline which will remain in place. He said the developer has to provide evidence of good faith effort to relocate prairie dogs.

Mr. O’Shea responded to Ms. Bischard’s concerns regarding the widening of Quebec Street.

The public hearing was closed at 7:56 p.m.

1) An ordinance approving the First Amendment to the Aspen Reserve Annexation Agreement of approximately 38 acres of property located in the southeast quarter of Section 32, Township 1 South, Range 67 West, of the 6th Principal Meridian in the City of Thornton, County of Adams, State of Colorado.
2) A resolution approving a Comprehensive Plan Amendment of approximately 38 acres of property generally located north of 120th Avenue and west of Quebec Street to modify the designation of the property from Residential Medium to Residential Low and Amending the Future Land Use Map (Aspen Reserve/Crestview Park).

MOTION WAS MADE BY COUNCILMEMBER ERIC MONTOYA AND SECONDED BY COUNCILMEMBER BETH MARTINEZ HUMENIK TO APPROVE A RESOLUTION APPROVING A COMPREHENSIVE PLAN AMENDMENT OF APPROXIMATELY 38 ACRES OF PROPERTY GENERALLY LOCATED NORTH OF 120TH AVENUE AND WEST OF QUEBEC STREET TO MODIFY THE DESIGNATION OF THE PROPERTY FROM RESIDENTIAL MEDIUM TO RESIDENTIAL LOW AND AMENDING THE FUTURE LAND USE MAP (ASPEN RESERVE/CRESTVIEW PARK). MOTION PASSED UNANIMOUSLY.

3) An ordinance approving the rezoning of approximately 38 acres from Planned Development to Single-Family Detached and amending the Zoning Map (Aspen Reserve/Crestview Park).

MAYOR PRO TEM VAL VIGIL INTRODUCED, READ BY TITLE AND MOVED TO APPROVE AN ORDINANCE ON FIRST READING, WHICH APPROVES THE REZONING OF APPROXIMATELY 38 ACRES FROM PLANNED DEVELOPMENT TO SINGLE-FAMILY DETACHED AND AMENDING THE ZONING MAP (ASPEN RESERVE/CRESTVIEW PARK). MOTION WAS SECONDED BY COUNCILMEMBER BETH MARTINEZ HUMENIK AND PASSED UNANIMOUSLY.

4) A resolution approving a Conceptual Site Plan for the development of approximately 135 Single-Family Detached lots within the Aspen Reserve/Crestview Park Subdivision.

MOTION WAS MADE BY COUNCILMEMBER BETH MARTINEZ HUMENIK AND SECONDED BY COUNCILMEMBER ERIC MONTOYA TO APPROVE A RESOLUTION APPROVING A CONCEPTUAL SITE PLAN FOR THE DEVELOPMENT OF APPROXIMATELY 135 SINGLE-FAMILY DETACHED LOTS WITHIN THE ASPEN RESERVE/CRESTVIEW PARK SUBDIVISION. MOTION PASSED UNANIMOUSLY.

B. A public hearing regarding an ordinance amending Sections 18-50(a)(1) and 18-52(a)(3) of the Thornton City Code to give discretion to the Development Director to transmit Major Development Permits and Specific Use Permits directly to City Council for consideration at a public hearing when determined to be in the best interest of the public.

The public hearing was opened at 7:59 p.m. The City Manager gave the opening remarks.
Jeff Coder, Deputy City Manager for City Development, stated that he was previously sworn. He entered into the record the notice of hearing published in the *Northglenn-Thornton Sentinel*. He explained that the Code currently requires all Development Permits and Specific Use Permits be considered at a public hearing by the Development Permits and Appeals Board (DPAB) with the exception of those projects designated as Projects of Economic Significance. He stated that the DPAB findings at their public hearing may be appealed to City Council at a new public hearing. He said the proposed ordinance amendment would give the Development Director discretion to transmit Development Permits and Specific Use Permits directly to City Council for a single public hearing.

No one signed up nor wished to speak in support of or in opposition to the proposed ordinance.

The public hearing was closed at 8:04 p.m.

COUNCILMEMBER BETH MARTINEZ HUMENIK INTRODUCED, READ BY TITLE AND MOVED TO APPROVE AN ORDINANCE ON FIRST READING, WHICH AMENDS SECTIONS 18-50(A)(1) AND 18-52(A)(3) OF THE THORNTON CITY CODE TO GIVE DISCRETION TO THE DEVELOPMENT DIRECTOR TO TRANSMIT MAJOR DEVELOPMENT PERMITS AND SPECIFIC USE PERMITS DIRECTLY TO CITY COUNCIL FOR CONSIDERATION AT A PUBLIC HEARING WHEN DETERMINED TO BE IN THE BEST INTEREST OF THE PUBLIC. MOTION WAS SECONDED BY MAYOR PRO TEM VAL VIGIL AND PASSED UNANIMOUSLY.

10. ACTION ITEMS

A. An ordinance adopting the fifth amendment to the 2014 Budget amending section one of Ordinance 3267, making appropriations for the City of Thornton, Colorado for the fiscal year 2014 for all funds except that appropriations for certain individual projects shall not lapse at year end but continue until the project is completed or cancelled. *(First Reading)*

Robb Kolstad, Management and Budget Director, explained that the proposed amendment would authorize funding for four new positions in the City Development Department for increased demands on development review and inspections.

MAYOR PRO TEM VAL VIGIL INTRODUCED, READ BY TITLE AND MOVED TO APPROVE AN ORDINANCE ON FIRST READING WHICH, ADOPTS THE FIFTH AMENDMENT TO THE 2014 BUDGET AMENDING SECTION ONE OF ORDINANCE 3267, MAKING APPROPRIATIONS FOR THE CITY OF THORNTON, COLORADO FOR THE FISCAL YEAR 2014 FOR ALL FUNDS EXCEPT THAT APPROPRIATIONS FOR CERTAIN INDIVIDUAL PROJECTS SHALL NOT LAPSE AT YEAR END BUT CONTINUE UNTIL THE PROJECT IS COMPLETED OR CANCELLED. MOTION WAS SECONDED BY COUNCILMEMBER ERIC TADE AND PASSED UNANIMOUSLY.

B. A resolution approving an intergovernmental agreement among the cities of Thornton, Arvada, Aurora, Brighton, Commerce City, Federal Heights, Northglenn and Westminster, and the Town of Bennett for allocation of municipal
inmate space and fees assessed for inmates in the Adams County Detention Facility.

Charles Long, Deputy City Manager for Management Services, gave the background of the proposed agreement and responded to a question by Council concerning the definition of a municipal inmate.

MOTION WAS MADE BY COUNCILMEMBER MACK GOODMAN AND SECONDED BY COUNCILMEMBER BETH MARTINEZ HUMENIK TO APPROVE A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT AMONG THE CITIES OF THORNTON, ARVADA, AURORA, BRIGHTON, COMMERCE CITY, FEDERAL HEIGHTS, NORTHGLENN AND WESTMINSTER, AND THE TOWN OF BENNETT FOR ALLOCATION OF MUNICIPAL INMATE SPACE AND FEES ASSESSED FOR INMATES IN THE ADAMS COUNTY DETENTION FACILITY. MOTION PASSED UNANIMOUSLY.

THE MEETING RECESSED AT 8:19 P.M. AND RECONVENED AT 10:30 P.M.

11. ADJOURNMENT

MOTION WAS MADE BY COUNCILMEMBER BETH MARTINEZ HUMENIK AND SECONDED BY COUNCILMEMBER JENICE "JJ" DOVE TO ADJOURN THE MEETING AT 10:30 P.M. MOTION PASSED UNANIMOUSLY.

Respectfully submitted,

[Signature]

Karren Werft, Deputy City Clerk

ATTEST:

[Signature]

Mayor at time of approval

Approved at the September 9, 2014, City Council meeting.
MINUTES
THORNTON CITY COUNCIL
SPECIAL MEETING
AUGUST 28, 2014

Unofficial until approved
By City Council

1. CALL TO ORDER - By Mayor Heidi K. Williams at 6:00 p.m. in the Administrative Conference Room of the Thornton City Hall.

2. ROLL CALL OF COUNCIL - Those Present were: Mayor Heidi K. Williams, and Councilmembers Jenice "JJ" Dove, Mack Goodman, Beth Martinez Humenik, Eric Montoya, and Sam Nizam. Absent – Mayor pro tem Val Vigil and Councilmembers Jan Kulmann, and Eric Tade.

MOTION WAS MADE BY COUNCILMEMBER MACK GOODMAN AND SECONDED BY COUNCILMEMBER ERIC MONTOYA TO RECESS IN EXECUTIVE SESSION. MOTION PASSED UNANIMOUSLY.

THE MEETING RECESSED INTO EXECUTIVE SESSION AT 6:08 P.M.

3. ACTION ITEMS

Executive Session, pursuant to C.R.S. 24-6-402(4)(f), to discuss personnel matters – Municipal Judge’s evaluation.

STAFF MEMBERS PRESENT – Charles Rose, Presiding Municipal Judge.

Executive Session, pursuant to C.R.S. 24-6-402(4)(f), to discuss personnel matters – City Attorney’s evaluation.

STAFF MEMBERS PRESENT – Margaret Emerich, City Attorney.

THE MEETING RECONVENED AT 7:55 P.M.

4. ADJOURNMENT

MOTION WAS MADE BY COUNCILMEMBER MACK GOODMAN AND SECONDED BY COUNCILMEMBER ERIC MONTOYA TO ADJOURN THE MEETING AT 7:55 P.M. MOTION PASSED UNANIMOUSLY.

Respectfully submitted,

ATTEST:

Mayor at time of approval

Approved at the September 9, 2014, City Council meeting.
COUNCIL COMMUNICATION

Meeting Date: September 9, 2014
Agenda Item: 8B
Agenda Location: Consent Calendar
Work Plan #: Legal Review:

Subject: An ordinance approving the First Amendment to the Aspen Reserve Annexation Agreement of approximately 38 acres of property located in the southeast quarter of Section 32, Township 1 South, Range 67 West, of the 6th Principal Meridian in the City of Thornton, County of Adams, State of Colorado.

Recommended by: Jeff Coder
Approved by: Jack Ethredge
Ordinance previously introduced by: Vigil
Presenter(s): Mike Mallon, Current Planning Manager

SYNOPSIS:

The applicant is requesting approval of a Comprehensive Plan Amendment, Zoning Amendment, and Conceptual Site Plan (CSP) in order to develop property that is generally located north of 120th Avenue and west of Quebec Street. The applicant proposes to develop 135 Single-Family Detached (SFD) dwelling units on 35.70 acres. The proposed Annexation Agreement Amendment will amend language associated with the previously approved Annexation Agreement and CSP which involved development of 208 townhome units.

RECOMMENDATION:

Staff recommends Alternative No.1, to approve the Annexation Agreement Amendment.

BUDGET/STAFF IMPLICATIONS:

None.

ALTERNATIVES:

1. Approve the Annexation Agreement Amendment as proposed.
2. Deny the Annexation Agreement Amendment.
3. Approve the Annexation Agreement with additional amendments pursuant to Council direction.

BACKGROUND (ANALYSIS/NEXT STEPS/HISTORY):

On October 23, 2007, Ordinance No. 3013 approved the annexation known as Aspen Reserve, and Ordinance No. 3014 approved the Overall Development Plan/Conceptual Site Plan ODP/CSP for the property. This Annexation Agreement required the owners of the property to provide a secondary waterline to the development in order to complete the looping of the water supply. The City's Development Engineers have determined that the language is no longer required as it is a standard requirement within the City's Standards and Specifications manual. The Developer will be responsible for looping the water system with two connections into the Quebec Street waterline, which will be shown and approved on the civil construction plans. Thus, this language has been removed from the Annexation Agreement Amendment. Lastly, the Agreement required that the
owners construct a pool and clubhouse rather than dedicate 5.97 acres of the required Public Land Dedication (PLD) which was associated with the proposed 208 unit townhome project. The townhomes were never constructed, thus this requirement is no longer necessary. The developer will now be responsible for meeting PLD associated with the proposed 135 SFD development.

PUBLIC NOTICE AND RESPONSE:

Public Notification: All property owners within at least 1,500 feet of this site were sent notice of the public hearing ten days prior to August 26, 2014. A public notice of the hearing was advertised in the Northglenn-Thornton Sentinel on August 14, 2014. Notification of the City Council hearing was posted on the property for ten days prior to the August 26, 2014, public hearing.

Public Response: A neighborhood meeting with surrounding residents was held on June 25, 2014, to present and discuss the proposed Annexation Agreement Amendment, Comprehensive Plan Amendment, Rezone and CSP for the Aspen Reserve/Crestview Park Subdivision. Approximately 18 residents attended the meeting and presented questions in regards to traffic calming eastbound into the county neighborhood; the timing of the installation of the traffic signal along Quebec Street; timing of construction of the median within Quebec Street; lot sizes; height maximums; fencing and buffering to the south; and types of fencing proposed. Staff communicated that both Quebec Street and 120th Avenue are the primary roadways that will accommodate traffic to and from the proposed development. Quebec Street is a north-south arterial roadway having two through lanes, and planned as a six-lane major arterial roadway. The developer will be constructing three lanes of asphalt to the ultimate cross section, and a traffic signal will be installed once warranted by traffic demands. The developer is responsible for half of the total construction cost for future traffic signals located at 122nd Avenue and Quebec Street. In addition, the developer will be responsible for construction of the median within Quebec Street. Once questions were answered by the applicant and the City, no additional objections to the project were heard by staff.

HISTORY:

- On October 23, 2007, Ordinance No. 3013 approved the annexation known as Aspen Reserve, and Ordinance No. 3014 approved the ODP/CSP for the property.
- On July 16, 2009, the Villas at Aspen Reserve Subdivision Filing No. 1 was recorded with the Adams County Clerk and Recorder which consolidated four existing lots into 208 townhome lots, one clubhouse lot, and 12 tracts.
AN ORDINANCE APPROVING THE FIRST AMENDMENT TO THE ASPEN RESERVE ANNEXATION AGREEMENT OF APPROXIMATELY 38 ACRES OF PROPERTY LOCATED IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 67 WEST, OF THE 6TH PRINCIPAL MERIDIAN IN THE CITY OF THORNTON, COUNTY OF ADAMS, STATE OF COLORADO.

WHEREAS, Midwest Building Professionals, LLC is the owner ("Owner") of certain real property ("Property") within the City of Thornton ("City"), described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the proposed application is consistent with the goals and desires of the City, provides for orderly growth within the City and provides for a beneficial and efficient use of the Property; and

WHEREAS, the aforesaid request and all supporting documents are hereby incorporated as if fully set forth herein; and

WHEREAS, the application is a matter of public record in the custody of the City Development Department, and is available for public inspection during business hours of the City; and

WHEREAS, on August 26, 2014, the City Council of the City of Thornton conducted a public hearing on said application, pursuant to the procedural and notice requirements of Chapter 18 of the Thornton City Code, and the Council having considered the evidence presented in support of and in opposition to the application, the applicable zoning requirements, the City’s Comprehensive Plan, and staff recommendations and have considered the record and given appropriate weight to the evidence.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF THORNTON, COLORADO, AS FOLLOWS:

1. That it is found that the Developer and the City have complied with the provisions of Section 18-40 of the Thornton City Code pertaining to annexation applications.

2. That the Annexation Agreement Amendment attached hereto as Exhibit B and incorporated as if fully set forth herein is hereby approved. The City Manager is authorized to execute the Agreement on behalf of the City.

3. All land use approvals and building permits for the development described herein shall be subject to requirements including, but not limited to, the payment of impact fees and development charges, concurrency
management requirements, design standards, moratoriums, building permit limitations and other land use and development requirements in effect at the time that such proposed development applies for a building permit.

4. The conditions in this Ordinance shall run with the land and be binding upon the Owner, its successors and assigns.

5. This Ordinance shall take effect upon final passage.

INTRODUCED, READ, PASSED on first reading, ordered posted in full, and title ordered published by the City Council of the City of Thornton, Colorado, on August 26, 2014.

PASSED AND ADOPTED on second and final reading on ____________, 2014.

CITY OF THORNTON, COLORADO

________________________
Heidi K. Williams, Mayor

ATTEST:

________________________
Nancy A. Vincent, City Clerk

THIS ORDINANCE IS ON FILE IN THE CITY CLERK’S OFFICE FOR PUBLIC INSPECTION.

APPROVED AS TO LEGAL FORM:

________________________
Margaret Emerich, City Attorney

PUBLICATION:

Posted in six (6) public places after first and second readings.

Published in the Northglenn-Thornton Sentinel after first reading on September 4, 2014, and after second and final reading on ________________, 2014.
EXHIBIT A

ASPEN RESERVE/CRESTVIEW ANNEXATION

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING VILLAS AT ASPEN RESERVE SUBDIVISION FILING NO. 1, DESCRIBED AT RECEPTION NO. 2009000052530 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, TOGETHER WITH PART OF THE QUEBEC STREET RIGHT-OF-WAY, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 67 WEST, OF THE 6TH P.M., CITY OF THORNTON, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 32, AND CONSIDERING THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 32 TO BEAR SOUTH 00°00'07" WEST, WITH ALL BEARINGS HEREON RELATIVE THERETO:

THENCE SOUTH 00°00'07" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 32 A DISTANCE OF 494.60 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00°00'7" WEST CONTINUING ALONG SAID EAST LINE A DISTANCE OF 1,334.11 FEET;

THENCE SOUTH 89°09'02" WEST ALONG THE BOUNDARY OF SAID VILLAS AT ASPEN RESERVE SUBDIVISION FILING NO. 1, AND THE EASTERLY EXTENSION THEREOF A DISTANCE OF 469.20 FEET;

THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO (2) COURSES:

1) NORTH 00°50'58" WEST A DISTANCE OF 127.30 FEET;

2) SOUTH 89°09'02" WEST A DISTANCE OF 849.73 FEET TO THE SOUTHWEST CORNER OF SAID SUBDIVISION AND A POINT ON THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 32;

THENCE NORTH 00°00'37" EAST ALONG SAID WEST LINE AND THE WESTERLY LINE OF SAID SUBDIVISION A DISTANCE OF 1,209.43 FEET TO THE NORTHWEST CORNER OF SAID SUBDIVISION;

THENCE NORTH 89°15'52" EAST ALONG THE NORTHERLY LINE OF SAID SUBDIVISION, AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 1,320.61 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS AN AREA OF 1,655,267 SQUARE FEET, OR 38.00 ACRES MORE OR LESS.
EXHIBIT B

FIRST AMENDMENT TO THE ANNEXATION AGREEMENT FOR ASPEN RESERVE

THE FIRST AMENDMENT TO THE ANNEXATION AGREEMENT is entered into between the City of Thornton, Colorado ("City"), a Colorado municipal corporation, and Midwest Building Professionals, LLC, ("Developer") this ___ day of ___________, 2014. This First Amendment to the Annexation Agreement ("First Amendment") shall be effective upon recordation.

RECITALS

(A) The Developer owns real property ("Property") within the City generally located north of 120th Avenue and Quebec Street, and more specifically described in Exhibit "A" (legal description) hereto attached, also known as Aspen Reserve.

(B) Midwest Building Professionals, LLC, is the owner of the Property described in Exhibit "A".

(C) The Developer and the City entered into an Annexation Agreement for the Aspen Reserve Property on July 12, 2007 and recorded in the records of the Clerk and Recorded, Adams County, Colorado at Reception No. 2007000109058 on November 27, 2007.

(D) The Developer desires to change Sections 5 and 9 in the original Agreement.

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree to the First Amendment to the Annexation Agreement as follows:

FIRST AMENDMENT TO THE ANNEXATION AGREEMENT

The Annexation Agreement is hereby amended in the following sections:

1. Section 5 is hereby amended to read in its entirety as follows: The Owners agree to convey and dedicate free and clear of all liens and encumbrances, except the 50-foot gas easement at the west property line, by Subdivision dedication, or at such sooner time as may be requested by the City, and at no charge to the City, the real property specified for dedication to the City in the Annexation and or CSP of the Property.

2. Section 9 is hereby amended to read in its entirety as follows: The Owners shall participate in one-half (1/2) of the total construction cost for future traffic signals
located at the 122nd and Quebec Street intersection. The timing of signal participation will be defined in the Developer’s Agreement. The Owners shall be responsible for construction of the median in Quebec Street.

3. All other terms and conditions of the Annexation Agreement shall remain in full force and effect.
IN WITNESS WHEREOF, and agreeing to be fully bound by the terms of this Agreement, the parties have set their hands below on this 15th day of August, 2014.

Midwest Building Pros LLC

Developer

Rex Haag

Print Name

R. S. Haag

Signature

8-15-14

Date

ATTEST:

Secretary

Date

(SEAL)

STATE OF COLORADO )

COUNTY OF Adams ) ss.

The foregoing instrument was signed before me this 15th day of August, 2014, by Rex Haag, of Midwest Building, its Manager.


CYNTHIA P. VELDER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19984028137
My Commission Expires Oct. 8, 2018

Notary Public
MORTGAGOR/LIENHOLDER
Ron Thwaites, AVP
Print Name
Signature

ATTEST:

Secretary Date
(SEAL)

STATE OF COLORADO )
COUNTY OF Adams ) ss.

The foregoing instrument was signed before me this 15th day of August, 2014, by Ron Thwaites, of Northstar Bank, CO, its AVP.

WITNESS my hand and official seal. My commission expires April 22, 2017.

Notary Public

MARY F GALLEGOS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20014010305
MY COMMISSION EXPIRES APRIL 22, 2017
EXHIBIT A

ASPEN RESERVE/CRESTVIEW ANNEXATION

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING VILLAS AT ASPEN RESERVE SUBDIVISION FILING NO. 1, DESCRIBED AT RECEPTION NO. 2009000052530 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, TOGETHER WITH PART OF THE QUEBEC STREET RIGHT-OF-WAY, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 67 WEST, OF THE 6TH P.M., CITY OF THORNTON, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE SOUTH 00°00'07" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 32 A DISTANCE OF 494.60 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00°00'7" WEST CONTINUING ALONG SAID EAST LINE A DISTANCE OF 1,334.11 FEET;

THENCE SOUTH 89°09'02" WEST ALONG THE BOUNDARY OF SAID VILLAS AT ASPEN RESERVE SUBDIVISION FILING NO. 1, AND THE EASTERLY EXTENSION THEREOF A DISTANCE OF 469.20 FEET;

THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO (2) COURSES:

1) NORTH 00°50'58" WEST A DISTANCE OF 127.30 FEET;

2) SOUTH 89°09'02" WEST A DISTANCE OF 849.73 FEET TO THE SOUTHWEST CORNER OF SAID SUBDIVISION AND A POINT ON THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 32;

THENCE NORTH 00°00'37" EAST ALONG SAID WEST LINE AND THE WESTERLY LINE OF SAID SUBDIVISION A DISTANCE OF 1,268.43 FEET TO THE NORTHWEST CORNER OF SAID SUBDIVISION;

THENCE NORTH 89°15'52" EAST ALONG THE NORTHERLY LINE OF SAID SUBDIVISION, AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 1,320.61 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS AN AREA OF 1,655,267 SQUARE FEET, OR 38.00 ACRES MORE OR LESS.
COUNCIL COMMUNICATION

Meeting Date: September 9, 2014
Agenda Item: 8C
Agenda Location: Consent Calendar
Work Plan #: Legal Review:

Subject: An ordinance approving the Rezoning of approximately 38 acres from Planned Development to Single-Family Detached and amending the Zoning Map (Aspen Reserve/Crestview Park).

Recommended by: Jeff Coder
Approved by: Jack Ethredge
Presenter(s): Mike Mallon, Current Planning Manager

Ordinance previously introduced by: Vigil

SYNOPSIS:

The applicant is requesting approval of a Zoning Amendment to develop approximately 38 acres of property that is generally located north of 120th Avenue and west of Quebec Street. The amount of acreage being amended as part of this Rezone is 38 acres because the Zoning Amendment includes the centerline of Quebec Street, while only 35.70 acres is actual developable land. The applicant proposes to develop 135 Single-Family Detached (SFD) dwelling units on 35.70 acres. The property is currently undeveloped and zoned Planned Development (PD).

RECOMMENDATION:

Staff recommends Alternative No.1, to approve the Rezone to allow the property to be developed as SFD.

BUDGET/STAFF IMPLICATIONS:

None.

ALTERNATIVES:

1. Approve the Zoning Amendment.
2. Deny the Zoning Amendment if the Aspen Reserve/Crestview Park Comprehensive Plan Amendment is denied.
3. Revise the Zoning Amendment in response to specific Council direction.

BACKGROUND (ANALYSIS/NEXT STEPS/HISTORY):

The proposed project will rezone approximately 38 acres of existing PD land to SFD to allow for the development of approximately 135 single-family dwelling units. On October 27, 2009 City Council approved the Aspen Reserve Overall Development Plan/Conceptual Site Plan (ODP/CSP) for the development of 208 units of a senior oriented living community. The requested rezoning will result in a cohesive and integrated project with consistent design elements used throughout the development. The applicant is also proposing a Comprehensive Plan Amendment from the current designation of Residential Medium to a Residential Low classification. If the Comprehensive Plan Amendment is approved the development will be consistent with the comprehensive land use designation of Residential Low, and will be in compliance with the core plan goals, major strategies or key policies as discussed below.
Strategy 5.4  Develop Quality Neighborhoods with a Diversity of Housing Choices.

The Aspen Reserve/Crestview Park Subdivision will provide approximately 5.71 acres of open areas which includes the 2.13 acre park. The centralized neighborhood park will add a sense of connectivity around the subdivision while providing a gathering point for the Aspen Reserve/Crestview Park homeowners. Additionally, the project includes two 10-foot trails which are located parallel to the north and south property boundaries. These trails will provide not only local neighborhood connections, but also will connect with future regional trails within the City.

Policy 5.4.1 Ensure the design and development standards for residential development in Thornton contribute to the long-term stability and desirability of its neighborhoods.

The Subdivision Quality Enhancements required as part of the Aspen Reserve/Crestview Park CSP include the following: construction of a solid masonry fence with columns along Quebec Street; 25 percent of the lots within the subdivision will meet the minimum area of 7,500 square feet; and the site will exceed the 20 percent landscaping requirement as defined by Code. The City’s Development Code requires that the architectural design avoids monotonous residential neighborhoods and streetscapes. The landscape palette will be comprised of native and indigenous plant material that will consume low amounts of water once established which will enhance the value of the open space areas on site.

Policy 5.4.2 Ensure Thornton has a full range of housing choices so residents can remain in Thornton as their housing needs change over time.

Twenty-five percent of the lots within the subdivision will meet the minimum area of 7,500 square feet; and the remaining lots will meet the minimum of 6,000 square feet as required by the SFD zoning district.

Policy 5.5.4 Ensure that all new residential neighborhoods are adequately served by quality community and neighborhood scale commercial centers at appropriate locations.

The vacant parcel located south of 120th Avenue and Quebec Street known as the Mayfield Subdivision has been approved for future commercial development. This land will serve as a commercial neighborhood center for the future residents of Aspen Reserve/Crestview Park.
PUBLIC NOTICE AND RESPONSE:

Public Notification: All property owners within at least 1,500 feet of this site were sent notice of the public hearing ten days prior to August 26, 2014. A public notice of the hearing was advertised in the Northglenn-Thornton Sentinel on August 14, 2014. Notification of the City Council hearing was posted on the property for ten days prior to the August 26, 2014, public hearing.

Public Response: A neighborhood meeting with surrounding residents was held on June 25, 2014, to present and discuss the proposed Annexation Agreement Amendment, Comprehensive Plan Amendment, Rezone and CSP for the Aspen Reserve/Crestview Park Subdivision. Approximately 18 residents attended the meeting and presented questions in regards to traffic calming eastbound into the county neighborhood; the timing of the installation of the traffic signal along Quebec Street; timing of construction of the median within Quebec Street; lot sizes; height maximums; fencing and buffering to the south; and types of fencing proposed. Staff communicated that both Quebec Street and 120th Avenue are the primary roadways that will accommodate traffic to and from the proposed development. Quebec Street is a north-south arterial roadway having two through lanes, and planned as a six lane major arterial roadway. The developer will be constructing three lanes of asphalt to the ultimate cross section, and a traffic signal will be installed once warranted by traffic demands. The developer is responsible for half of the total construction cost for future traffic signals located at 122nd Avenue and Quebec Street. In addition, the developer will be responsible for construction of the median within Quebec Street. Once questions were answered by the applicant and the City, no additional objections to the project were heard by staff.

HISTORY:

- On October 23, 2007, Ordinance No. 3013 approved the annexation known as Aspen Reserve, and Ordinance No. 3014 approved the ODP/CSP for the property.
- On July 16, 2009, the Villas at Aspen Reserve Subdivision Filing No. 1 was recorded with the Adams County Clerk and Recorder which consolidated four existing lots into 208 townhome lots, one clubhouse lot, and 12 tracts.
AN ORDINANCE APPROVING THE REZONING OF APPROXIMATELY 38 ACRES FROM PLANNED DEVELOPMENT TO SINGLE-FAMILY DETACHED AND AMENDING THE ZONING MAP (ASPEN RESERVE/CRESTVIEW PARK).

WHEREAS, Midwest Building Professionals, LLC is the owner ("Owner") of certain real property ("Property") within the City of Thornton ("City"), described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Property is currently zoned Planned Development (PD); and

WHEREAS, the Owner has submitted to the City an application to rezone the property from PD to Single-Family Detached (SFD); and

WHEREAS, the proposed application is consistent with the goals and desires of the City, provides for orderly growth within the City and provides for a beneficial and efficient use of the Property; and

WHEREAS, the aforesaid request and all supporting documents are hereby incorporated as if fully set forth herein; and

WHEREAS, the application is a matter of public record in the custody of the City Development Department, and is available for public inspection during business hours of the City; and

WHEREAS, on August 26, 2014, the City Council of the City of Thornton conducted a public hearing on said application, pursuant to the procedural and notice requirements of Chapter 18 of the Thornton City Code, and the Council having considered the evidence presented in support of and in opposition to the application, the applicable zoning requirements, the City's Comprehensive Plan, and staff recommendations and have considered the record and given appropriate weight to the evidence.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF THORNTON, COLORADO, AS FOLLOWS:

1. That it is found that the Developer and the City have complied with the provisions of Section 18-41 of the Thornton City Code pertaining to zoning applications.

2. The City Council finds that the Rezone meets the criteria in Sections 18-41 of the Thornton City Code for Zoning Amendments.

   A. The Zoning Amendment is compatible with existing and approved development in this area.
B. The proposed Zoning Amendment is consistent with the overall direction, intent and policies of the Comprehensive Plan. The Comprehensive Plan's applicable goals and policies are to:

(1) Develop Quality Neighborhoods with a Diversity of Housing Choices.
(2) Ensure the design and development standards for residential development in Thornton contribute to the long-term stability and desirability of its neighborhoods.
(3) Enhance the physical environment of the public realm, including community gateways, corridors and intersections through creative design standards that will enhance Thornton's image.
(4) Develop a high quality urban design setting practices that provide and support the creation of a unique identity for Thornton.

3. The Aspen Reserve/Crestview Park Zoning Amendment is hereby approved with the following conditions:

A. Approval of the Zoning Amendment does not waive any additional requirements of the development as established with the Subdivision Plat, Developer's Agreement, or any Development Permit associated with the Property.

B. At the time of submitting a request for a Minor Development Permit, the Owner shall provide a landscape plan that is consistent with the City's water-wise landscape regulations which emphasizes the use of drought-tolerant materials.

C. Prior to the development of the Property, a Subdivision Plat Amendment shall be recorded to create developable lots and grant easements necessary to serve the development.

D. Public Land Dedication shall be satisfied as outlined with the approved CSP. Timing of the improvements shall be determined in the Developer's Agreement required for the residential development.

4. All land use approvals and building permits for the development described herein shall be subject to requirements including, but not limited to, the payment of impact fees and development charges, concurrency management requirements, design standards, moratoriums, building permit limitations and other land use and development requirements in effect at the time that such proposed development applies for a building permit.
5. The conditions in this Ordinance shall run with the land and be binding upon the Owner, its successors and assigns.

6. This Ordinance shall take effect upon final passage.

INTRODUCED, READ, PASSED on first reading, ordered posted in full, and title ordered published by the City Council of the City of Thornton, Colorado, on August 26, 2014.

PASSED AND ADOPTED on second and final reading on ____________, 2014.

CITY OF THORNTON, COLORADO

Heidi K. Williams, Mayor

ATTEST:

Nancy A. Vincent, City Clerk

THIS ORDINANCE IS ON FILE IN THE CITY CLERK’S OFFICE FOR PUBLIC INSPECTION.

APPROVED AS TO LEGAL FORM:

Margaret Emerich, City Attorney

PUBLICATION:

Posted in six (6) public places after first and second readings.

Published in the Northglenn-Thornton Sentinel after first reading on September 4, 2014, and after second and final reading on ________________, 2014.
EXHIBIT A

ASPER RESERVE/CRESTVIEW PARK ZONING ZAX-2014-001

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING VILLAS AT ASPEN RESERVE SUBDIVISION FILING NO. 1, DESCRIBED AT RECEPTION NO. 2009000052530 OF THE RECORDS OF THE ADAMS COUNTY CLERk AND RECORDER, TOGETHER WITH PART OF THE QUEBEC STREET RIGHT-OF-WAY, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 67 WEST, OF THE 6TH P.M., CITY OF THORNTON, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 32, AND CONSIDERING THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 32 TO BEAR SOUTH 00°00'07" WEST, WITH ALL BEARINGS HEREON RELATIVE THERETO:

THENCE SOUTH 00°00'07" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 32 A DISTANCE OF 494.60 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00°00'7" WEST CONTINUING ALONG SAID EAST LINE A DISTANCE OF 1,334.11 FEET;

THENCE SOUTH 89°09'02" WEST ALONG THE BOUNDARY OF SAID VILLAS AT ASPEN RESERVE SUBDIVISION FILING NO. 1, AND THE EASTERLY EXTENSION THEREOF A DISTANCE OF 469.20 FEET;

THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO (2) COURSES:

1) NORTH 00°50'58" WEST A DISTANCE OF 127.30 FEET;

2) SOUTH 89°09'02" WEST A DISTANCE OF 849.73 FEET TO THE SOUTHWEST CORNER OF SAID SUBDIVISION AND A POINT ON THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 32;

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THENCE NORTH 89°15'52" EAST ALONG THE NORTHERLY LINE OF SAID SUBDIVISION, AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 1,320.61 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS AN AREA OF 1,655,287 SQUARE FEET, OR 38.00 ACRES MORE OR LESS.
COUNCIL COMMUNICATION

Meeting Date: September 9, 2014
Agenda Item: 8D
Agenda Location: Consent Calendar
Work Plan #: Legal

Subject: An ordinance amending Sections 18-50(a)(1) and 18-52(a)(3) of the Thornton City Code to give discretion to the Development Director to transmit Major Development Permits and Specific Use Permits directly to City Council for consideration at a public hearing when determined to be in the best interest of the public.

Recommended by: Jeff Coder
Approved by: Jack Ethridge
Presenter(s): Jeff Coder, Deputy City Manager of City Development

SYNOPSIS:

Currently, the Development Code requires that all Major Development Permits (DP) (other than for those projects given the designation of Economic Significance) and Specific Use Permits (SUP) be considered at a public hearing by the Development Permit and Appeals Board (DPAB). The Development Code also currently provides that DPAB’s findings may be appealed “by the applicant or any affected party” to the City Council and that “Council shall conduct a new public hearing”. This proposed amendment would give the Development Director the discretion to transmit Major Development Permit and Specific Use Permit applications directly to City Council for consideration at a public hearing if it is determined to be in the best interest of the public.

RECOMMENDATION:

Staff recommends Alternative #1, approval of the proposed change to the Development Code to give the Development Director the discretion to transmit Major Development Permit and Specific Use Permit applications directly to City Council for consideration at a public hearing if it is determined to be in the best interest of the public.

BUDGET/STAFF IMPLICATIONS:

None.

ALTERNATIVES:

1. Approve the Ordinance.
2. Deny the Ordinance.
3. Approve the Ordinance as amended by Council.

BACKGROUND (ANALYSIS/NEXT STEPS/HISTORY): (includes previous City Council action)

The Development Code currently requires that all DP’s and SUP’s be considered at a public hearing by the DPAB. The Development Code also currently provides that DPAB’s findings may be appealed “by the applicant or any affected party” to the City Council and that “Council shall conduct a new public hearing”. Occasionally there are DP and SUP applications that have significant broader community and policy ramifications where the best interest of the public would be served by having these applications expeditiously considered by City Council. This amendment would give the
Development Director the discretion to make such a determination and transmit these applications directly to a City Council public hearing instead of first conducting a DPAB public hearing.

There already exists a similar provision in the Development Code for Minor Development Permits, which are typically reviewed and processed administratively. Section 18-49(3) of the Code provides that the Director shall have the discretion to transmit any minor development permit application to DPAB "upon a determination that the public interest would best be served by doing so".
AN ORDINANCE AMENDING SECTION 18-50(a)(1) and 18-52(a)(3) OF THE
THORNTON CITY CODE TO GIVE THE DEVELOPMENT DIRECTOR THE
DISCRETION TO TRANSMIT MAJOR DEVELOPMENT PERMITS AND SPECIFIC
USE PERMITS DIRECTLY TO CITY COUNCIL FOR CONSIDERATION AT A PUBLIC
HEARING WHEN DETERMINED TO BE IN THE BEST INTEREST OF THE PUBLIC.

WHEREAS, Chapter 18 of the City Code, known as the Development Code,
provides procedures for the review and processing of proposed development within the
community; and

WHEREAS, the intent of the Development Code is to promote the health, safety
and general welfare of the public, and to implement the goals, objectives, and policies of
the City’s Comprehensive Plan in accordance with the visions and desires of the
community; and

WHEREAS, Section 18-50 of the City Code prescribes the procedures for the
review of major development permits; and

WHEREAS, Section 18-52 of the City Code prescribes the procedures for the
review of specific use permits; and

WHEREAS, decisions by the Development Permit and Appeals Board regarding
major development permits and specific use permits may be appealed to the City
Council in accordance with the procedures in those sections; and

WHEREAS, the City is desirous of allowing the Development Director to have the
discretion to transmit major development permits and specific use permits directly to
City Council for consideration at a public hearing when it is determined to be in the best
interest of the public; and

WHEREAS, the City Council finds this proposed Code amendment is necessary
to promote the public health, safety, and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY
OF THORNTON, COLORADO, AS FOLLOWS:

1. Section 18-50(a)(1) of the Code is hereby amended by the addition of the
words double-underlined to read as follows:

Sec. 18-50. Major development permits.
   (a) Board review of major development permit. A major development permit is
subject to board review as follows:
(1) All development permit applications which do not meet the requirements of the minor development permit process shall be reviewed under the requirements of this subsection. The board shall hold a public hearing to allow proponents and opponents of an application for a major development permit to present their views. Notwithstanding the authority of the Board to review and approve a major development permit, following a review of the completed application the director shall have the discretion to transmit any development permit application directly to the City Council for review upon a determination that the public interest would best be served by doing so. City Council's review shall follow the public hearing process and application evaluation prescribed herein.

2. Section 18-52(a)(3) of the Code is hereby amended by the addition of the words double-underlined to read as follows:

Sec. 18-52. Specific Use Permit (SUP).

(a) General Provisions.

(3) The use regulations in Section 18-160 state whether an SUP is required for a use to be permitted in a zoning district. The SUP requirement for a use in a district does not constitute an authorization or an assurance that the use will be permitted. Each SUP shall be evaluated as to its probable effect on the adjacent property and the community welfare and may be approved or denied as the findings indicate appropriate. Each SUP shall be approved as part of the development permit review process by the board. Notwithstanding the authority of the Board to review and approve an SUP, following a review of the completed application the director shall have the discretion to transmit any SUP application directly to the City Council for review upon a determination that the public interest would best be served by doing so. City Council's review shall follow the public hearing process and application evaluation prescribed herein.

3. If any portion of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the constitutionality or validity of the remaining portions of this ordinance. City Council hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared unconstitutional or invalid.

4. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

5. The repeal or amendment of any provision of the Code by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions
for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

6. This ordinance shall take effect upon final passage.

INTRODUCED, READ, PASSED on first reading, ordered posted in full, and title ordered published by the City Council of the City of Thornton, Colorado, on August 26, 2014.

PASSED AND ADOPTED on second and final reading on ____________, 2014.

CITY OF THORNTON, COLORADO

________________________________________
Heidi K. Williams, Mayor

ATTEST:

________________________________________
Nancy A. Vincent, City Clerk

THIS ORDINANCE IS ON FILE IN THE CITY CLERK’S OFFICE FOR PUBLIC INSPECTION.

APPROVED AS TO LEGAL FORM:

________________________________________
Margaret Emerich, City Attorney

PUBLICATION:

Posted in six (6) public places after first and second readings.

Published in the Northglenn-Thornton Sentinel after first reading on September 4, 2014, and after second and final reading on _________________, 2014.
COUNCIL COMMUNICATION

Meeting Date: September 9, 2014
Agenda Item: 8E
Agenda Location: Consent Calendar
Work Plan #: Legal Review: ME

Subject: An ordinance adopting the fifth amendment to the 2014 Budget amending section one of Ordinance 3267, making appropriations for the City of Thornton, Colorado for the fiscal year 2014 for all funds except that appropriations for certain individual projects shall not lapse at year end but continue until the project is completed or cancelled.

Recommended by: Robb Kolstad
Approved by: Jack Ethredge
Presenter(s): Robb Kolstad, Management and Budget Director

SYNOPSIS:

This ordinance is for the fifth amendment to the 2014 Budget and authorizes funding for additional positions in the City Development Department to support increased demand in development review and inspection.

RECOMMENDATION:

The 2014 Budget, which authorizes expenditures of $204,327,838, is proposed to increase by $151,940. The amended budget will be $204,479,778.

This budget amendment appropriates $151,940 in the General Fund. Of the $151,940, $82,065 is for salary and benefit costs for 4.0 regular full-time equivalent (FTE) positions in the City Development Department. The remaining $69,875 in funding is dedicated to equipment associated with these new positions, including two vehicles, computers, uniforms, and other supplies.

The new positions include a Development Engineering Inspector, Civil Engineering Technician, Planning Technician, and Building Inspector. The additional funding reflects these positions being brought on in the last quarter of 2014 to keep pace with increased construction activity and maintain the level of service for development review and inspection.

BUDGET/STAFF IMPLICATIONS:

The source of funding for the staffing and equipment will come from higher than anticipated license and permit revenue in the General Fund. License and permit revenue is intended to cover the costs associated with development review and inspection. The budget amendment will result in an additional 4.0 regular FTE positions, increasing the authorized staffing level in the 2014 Budget from 829.0 FTE positions to 833.0 FTE positions.

ALTERNATIVES:

1. Approve the ordinance amending the 2014 Budget.
2. Do not approve the ordinance amending the 2014 Budget.
BACKGROUND (ANALYSIS/NEXT STEPS/HISTORY):

City Council approved Ordinance 3267 making appropriations for the 2014 Budget on September 24, 2013.

City Council approved Ordinance 3284 adopting the first amendment to the 2014 Budget on January 28, 2014; Ordinance 3287 adopting the second amendment on March 18, 2014; Ordinance 3301 adopting the third amendment on May 27, 2014; and Ordinance 3305 adopting the fourth amendment on July 22, 2014.
AN ORDINANCE ADOPTING THE FIFTH AMENDMENT TO THE 2014 BUDGET
AMENDING SECTION ONE OF ORDINANCE 3267, MAKING APPROPRIATIONS FOR
THE CITY OF THORNTON, COLORADO, FOR THE FISCAL YEAR 2014 FOR ALL
FUNDS EXCEPT THAT APPROPRIATIONS FOR CERTAIN INDIVIDUAL PROJECTS
SHALL NOT LAPSE AT YEAR END BUT CONTINUE UNTIL THE PROJECT IS
COMPLETED OR CANCELLED.

WHEREAS, the City Council is required to adopt a budget for fiscal year 2014; and

WHEREAS, the City Council has adopted a budget for fiscal year 2014 and desires
to amend the budget to appropriate additional funds.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
THORNTON, COLORADO, AS FOLLOWS:

1. That Section 1 of Ordinance 3267 is hereby amended as follows:

<table>
<thead>
<tr>
<th>Fund</th>
<th>2014 Budget</th>
<th>2014 Amended Budget</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>$96,930,229</td>
<td>$97,082,169</td>
<td>$151,940</td>
</tr>
<tr>
<td>Governmental Capital Fund</td>
<td>17,281,792</td>
<td>17,281,792</td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>$114,212,021</td>
<td>$114,363,961</td>
<td>$151,940</td>
</tr>
<tr>
<td>Internal Service Funds</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Information Technology Fund</td>
<td>$6,289,017</td>
<td>$6,289,017</td>
<td></td>
</tr>
<tr>
<td>Reprographics Fund</td>
<td>1,376,717</td>
<td>1,376,717</td>
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</tr>
<tr>
<td>Risk Management Fund</td>
<td>3,827,291</td>
<td>3,827,291</td>
<td></td>
</tr>
<tr>
<td>Consolidated Service Center Fund</td>
<td>790,368</td>
<td>790,368</td>
<td></td>
</tr>
<tr>
<td>Maintenance Services Fund</td>
<td>5,311,768</td>
<td>5,311,768</td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>$17,595,161</td>
<td>$17,595,161</td>
<td></td>
</tr>
<tr>
<td>Debt Service Fund</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debt Service Fund</td>
<td>$1,804,950</td>
<td>$1,804,950</td>
<td></td>
</tr>
<tr>
<td>Special Revenue Funds</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adams County Open Space Fund</td>
<td>$1,598,000</td>
<td>$1,598,000</td>
<td></td>
</tr>
<tr>
<td>Adams County Road and Bridge Tax Fund</td>
<td>2,230,361</td>
<td>2,230,361</td>
<td></td>
</tr>
<tr>
<td>Conservation Trust Fund</td>
<td>1,541,700</td>
<td>1,541,700</td>
<td></td>
</tr>
<tr>
<td>Open Space Fund</td>
<td>1,002,203</td>
<td>1,002,203</td>
<td></td>
</tr>
<tr>
<td>Parks Fund</td>
<td>2,026,821</td>
<td>2,026,821</td>
<td></td>
</tr>
<tr>
<td>Parks and Open Space Fund</td>
<td>552,975</td>
<td>552,975</td>
<td></td>
</tr>
<tr>
<td>Cash in Lieu Fund</td>
<td>57,275</td>
<td>57,275</td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>$9,009,335</td>
<td>$9,009,335</td>
<td></td>
</tr>
<tr>
<td>Enterprise Funds</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Fund</td>
<td>$40,877,181</td>
<td>$40,877,181</td>
<td></td>
</tr>
<tr>
<td>Sewer Fund</td>
<td>13,250,916</td>
<td>13,250,916</td>
<td></td>
</tr>
<tr>
<td>Environmental Services Fund</td>
<td>5,184,261</td>
<td>5,184,261</td>
<td></td>
</tr>
<tr>
<td>Golf Course Fund</td>
<td>2,394,013</td>
<td>2,394,013</td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>$61,706,371</td>
<td>$61,706,371</td>
<td></td>
</tr>
<tr>
<td>TOTAL ALL FUNDS</td>
<td>$204,327,838</td>
<td>$204,479,778</td>
<td>$151,940</td>
</tr>
</tbody>
</table>
2. If any portion of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the constitutionality or validity of the remaining portions of this ordinance. City Council hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared unconstitutional or invalid.

3. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

4. The repeal or amendment of any provision of the Code by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

5. This ordinance shall take effect upon final passage.

INTRODUCED, READ, PASSED on first reading, ordered posted in full, and title ordered published by the City Council of the City of Thornton, Colorado, on August 26, 2014.

PASSED AND ADOPTED on second and final reading on ____________, 2014.

CITY OF THORNTON, COLORADO

______________________________
Heidi K. Williams, Mayor

ATTEST:

______________________________
Nancy A. Vincent, City Clerk
THIS ORDINANCE IS ON FILE IN THE CITY CLERK'S OFFICE FOR PUBLIC INSPECTION.

APPROVED AS TO LEGAL FORM:

_____________________________________
Margaret Emerich, City Attorney

PUBLICATION:

Posted in six (6) public places after first and second readings.

Published in the Northglenn-Thornton Sentinel after first reading on September 4, 2014, and after second and final reading on ________________, 2014.
COUNCIL COMMUNICATION

Meeting Date: September 9, 2014
Agenda Item: 8F
Agenda Location: Consent Calendar
Work Plan #: N/A
Legal Review:

<table>
<thead>
<tr>
<th>1st Reading</th>
<th>2nd Reading</th>
</tr>
</thead>
</table>


Recommended by: Chuck Sees
Presenter(s): Chuck Sees, Finance Director

Recommended by: Jack Ethridge

SYNOPSIS:
The financial report for the 7-month period ending July 31, 2014 is attached.

RECOMMENDATION:
For informational purposes only.

BUDGET/STAFF IMPLICATIONS:
None.

ALTERNATIVES:
For informational purposes only.

BACKGROUND (ANALYSIS/NEXT STEPS/HISTORY): (includes previous City Council action)

None.
City of Thornton

General Government
Pages 3-8

- General Fund
- Governmental Capital Fund
- Special Revenue Funds

Enterprise
Pages 9-15

- Water Fund
- Sewer Fund
- Environmental Services Fund
- Golf Course Fund

Other Funds
Pages 17-23

- Thornton Development Authority (TDA) Funds
- Internal Service Funds
- Debt Service Fund
- Other City Funds
City-Wide Net Position

<table>
<thead>
<tr>
<th>General Government Funds</th>
<th>Budgeted Revenues</th>
<th>Budgeted Expenditures</th>
<th>Net Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>$ 96,918,592</td>
<td>$ 96,930,229</td>
<td>($11,637)</td>
</tr>
<tr>
<td>Governmental Capital Fund</td>
<td>13,524,481</td>
<td>17,281,792</td>
<td>($3,757,311)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Special Revenue Funds</th>
<th>Budgeted Revenues</th>
<th>Budgeted Expenditures</th>
<th>Net Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adams County Road and Bridge Fund</td>
<td>2,415,000</td>
<td>2,230,361</td>
<td>184,639</td>
</tr>
<tr>
<td>Adams County Open Space Fund</td>
<td>1,912,302</td>
<td>1,598,000</td>
<td>314,302</td>
</tr>
<tr>
<td>Parks Fund</td>
<td>1,778,929</td>
<td>2,026,821</td>
<td>(247,892)</td>
</tr>
<tr>
<td>Open Space Fund</td>
<td>2,261,449</td>
<td>1,002,203</td>
<td>1,259,246</td>
</tr>
<tr>
<td>Parks and Open Space Fund</td>
<td>1,778,929</td>
<td>552,975</td>
<td>1,225,954</td>
</tr>
<tr>
<td>Conservation Trust Fund</td>
<td>1,005,000</td>
<td>1,541,700</td>
<td>(536,700)</td>
</tr>
<tr>
<td>Cash In Lieu Fund</td>
<td>-</td>
<td>57,275</td>
<td>(57,275)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Enterprise Funds</th>
<th>Budgeted Revenues</th>
<th>Budgeted Expenditures</th>
<th>Net Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Fund</td>
<td>$ 43,825,048</td>
<td>$ 40,877,181</td>
<td>$ 2,947,867</td>
</tr>
<tr>
<td>Sewer Fund</td>
<td>14,034,449</td>
<td>13,250,916</td>
<td>783,533</td>
</tr>
<tr>
<td>Environmental Services Fund</td>
<td>5,057,755</td>
<td>5,184,261</td>
<td>(126,506)</td>
</tr>
<tr>
<td>Golf Course Fund</td>
<td>1,877,218</td>
<td>2,394,013</td>
<td>(516,795)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other Funds</th>
<th>Budgeted Revenues</th>
<th>Budgeted Expenditures</th>
<th>Net Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thornton Development Authority</td>
<td>$ 14,192,885</td>
<td>$ 15,066,031</td>
<td>($873,146)</td>
</tr>
<tr>
<td>Internal Service Funds</td>
<td>15,299,339</td>
<td>17,595,161</td>
<td>(2,295,822)</td>
</tr>
<tr>
<td>Debt Service Fund</td>
<td>1,806,950</td>
<td>1,804,950</td>
<td>2,000</td>
</tr>
<tr>
<td>Other City Funds</td>
<td>1,098,598</td>
<td>1,098,598</td>
<td>-</td>
</tr>
</tbody>
</table>

Total Revenues and Expenditures $ 218,786,924 $ 220,492,467

Information regarding Net Position is included on the individual Fund Summary pages.

Revenue and expenditure numbers are based on the amended budget, which includes all changes outlined in approved budget amendments. Revenue and expenditure forecasts are typically updated in the third quarter, or as needed.
Overview of Funds

**General Fund (page 6)**

*Revenues*
- Sales and Use Tax, Property Tax, Charges For Services, Franchise Fees, Licenses and Permits

*Expenditures (Operating)*
- Public Safety, Community Services, City Development, Street Maintenance, Legislative, Administration

**Governmental Capital Fund (page 7)**

*Revenues*
- Sales and Use Tax, Intergovernmental, Grants

*Expenditures (Capital)*
- Contractual Obligations, Maintenance Capital, Expansion Capital

**Special Revenue Funds (page 8)**

*Revenues*
- Sales and Use Tax, Adams County Open Space Tax, Adams County Road and Bridge Tax, Lottery Proceeds, Grants

*Expenditures (Capital)*
- Parks and Open Space, Adams County Open Space, Adams County Road and Bridge, Conservation Trust, Cash-in-Lieu
Sales Tax revenue budget is based on a 3.9% increase over 2013. YTD performance is up 7.9%, of which a significant portion is due to investment by businesses in technology and facilities.

Vehicle Use Tax is up 10.0% YTD over very strong 2013 YTD returns. The 2014 Budget assumes that moderate growth will continue as we move through 2014.

Building Revenues for 2014 are based on 425 single-family permits, 250 multi-family units, and $35M in Commercial/Other development.

Residential development YTD has been slightly behind 2013 (205 single-family permits in 2014 vs. 262 single-family permits in 2013); however, overall building revenues are up $1.1M YTD due to commercial construction.

Ambulance revenues have eclipsed 2013 levels YTD and look to continue to improve through the remainder of 2014 as billings are up 12% YTD.

Fines and Forfeitures are lagging 2013 YTD by 1.3% ($21K) and are expected to track with 2013 as the year progresses.

Lodging Tax is up 31% ($115K) YTD due in large part to major businesses moving into the 120th Avenue and Interstate 25 corridor as well as continued activity due to oil and gas.
General Fund

- The 2014 Budget includes 12.0 new positions in the General Fund.
- Due to the popularity of the new Margaret W. Carpenter Park and Open Space, the 2014 Budget includes funding for additional part-time staffing to ensure that the amenity is clean and well-maintained.
- The 2014 Budget invests in new equipment for public safety, including mobile data computers for the Fire Department and a 911 text messaging system for police, fire, and emergency medical services.

Governmental Capital Fund

- The Governmental Capital Fund includes funding for a number of transportation improvements, including the widening of Holly Street between 123rd Avenue and Holly Circle and the paving of Quebec Street.
- The 2014 Budget funds a number of replacement fleet purchases and facility repairs that were deferred through the recession and makes investments in energy efficiency at City facilities.

Special Revenue Funds

- Special Revenue Fund investments include park improvements at Signal Ditch Park and Open Space, North Creek Farms Park, and Northhaven Park and Greenway.

Expenditure Performance and Budget Amendments

- Year to date spending in the General Fund, Governmental Capital Fund, and Special Revenue Funds is on track with the 2014 Budget.
- It is anticipated that there will be personnel savings in the General Fund as a result of normal employee turnover.
- Expenditures for fuel are inline with the 2014 Budget. The City will continue to monitor energy and irrigation water costs.
- Spending on capital projects in the Governmental Capital Fund and Special Revenue Funds lags the calendar year.
- Budget Amendment 1: Additional funding in the Parks Fund for the design of improvements at Thorncreek Golf Course.
- Budget Amendment 2: Additional funding in the General Fund for project review and management costs related to construction of the Regional Transportation District (RTD) FasTracks North Metro Line.
- Budget Amendment 3: Additional funding in the Governmental Capital Fund for replacement of the Hansen software system.
- Budget Amendment 4: Additional funding in the Governmental Capital Fund for additional Community Development Block Grant (CDBG) projects, and additional funding in the Adams County Open Space Fund for grant-funded trail connections and concrete replacement.
**General Government**

**Fund Summary: General Fund**

### General Fund - Revenue Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>YTD 2013</th>
<th>YTD 2014</th>
<th>Budget 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Taxes</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales and Use</td>
<td>$ 23,536,465</td>
<td>$ 30,156,086</td>
<td>$ 58,495,257</td>
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<tr>
<td>Property</td>
<td>$ 8,737,465</td>
<td>$ 8,856,840</td>
<td>$ 9,200,000</td>
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<tr>
<td>Franchise</td>
<td>$ 2,896,247</td>
<td>$ 2,975,808</td>
<td>$ 5,422,897</td>
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<tr>
<td>Other</td>
<td>$ 852,927</td>
<td>$ 979,959</td>
<td>$ 1,456,742</td>
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<tr>
<td>Licenses and Permits</td>
<td>$ 1,252,725</td>
<td>$ 1,836,415</td>
<td>$ 2,221,800</td>
</tr>
<tr>
<td>Intergovernmental</td>
<td>$ 2,658,761</td>
<td>$ 2,919,086</td>
<td>$ 5,121,501</td>
</tr>
<tr>
<td>Governmental Grants</td>
<td>$ 360,025</td>
<td>$ 362,964</td>
<td>$ 476,500</td>
</tr>
<tr>
<td>Charges for Services</td>
<td>$ 5,960,151</td>
<td>$ 5,708,602</td>
<td>$ 8,917,833</td>
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<tr>
<td>Fines and Forfeitures</td>
<td>$ 1,550,807</td>
<td>$ 1,530,198</td>
<td>$ 3,072,000</td>
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<tr>
<td>Interest</td>
<td>$ 122,842</td>
<td>$ 382,849</td>
<td>$ 267,000</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>$ 1,340,164</td>
<td>$ 1,541,760</td>
<td>$ 2,267,062</td>
</tr>
<tr>
<td><strong>General Fund Revenues</strong></td>
<td><strong>$ 49,268,578</strong></td>
<td><strong>$ 57,250,567</strong></td>
<td><strong>$ 96,918,592</strong></td>
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</table>

### General Fund - Expenditure Summary

<table>
<thead>
<tr>
<th>Department</th>
<th>YTD 2013</th>
<th>YTD 2014</th>
<th>Budget 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police Department</td>
<td>$ 15,196,944</td>
<td>$ 16,020,981</td>
<td>$ 29,339,764</td>
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<tr>
<td>Community Services</td>
<td>$ 9,017,949</td>
<td>$ 9,887,575</td>
<td>$ 18,727,124</td>
</tr>
<tr>
<td>Fire Department</td>
<td>$ 6,565,249</td>
<td>$ 7,220,814</td>
<td>$ 13,847,926</td>
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<tr>
<td>Infrastructure</td>
<td>$ 6,666,270</td>
<td>$ 6,345,916</td>
<td>$ 11,809,075</td>
</tr>
<tr>
<td>City Development</td>
<td>$ 3,585,595</td>
<td>$ 3,872,920</td>
<td>$ 7,035,831</td>
</tr>
<tr>
<td>Management Services</td>
<td>$ 3,208,194</td>
<td>$ 3,424,781</td>
<td>$ 6,210,672</td>
</tr>
<tr>
<td>General Fund Non-Departmental</td>
<td>$ 1,437,304</td>
<td>$ 1,440,890</td>
<td>$ 2,725,608</td>
</tr>
<tr>
<td>Finance</td>
<td>$ 1,177,305</td>
<td>$ 1,175,801</td>
<td>$ 2,158,418</td>
</tr>
<tr>
<td>Legislative and Legal</td>
<td>$ 1,025,588</td>
<td>$ 1,106,369</td>
<td>$ 2,052,152</td>
</tr>
<tr>
<td>City Manager's Office</td>
<td>$ 1,126,067</td>
<td>$ 1,179,208</td>
<td>$ 2,010,851</td>
</tr>
<tr>
<td>Economic Development</td>
<td>$ 397,561</td>
<td>$ 627,404</td>
<td>$ 1,012,808</td>
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<tr>
<td><strong>General Fund Expenditures</strong></td>
<td><strong>$ 49,404,026</strong></td>
<td><strong>$ 52,302,659</strong></td>
<td><strong>$ 96,930,229</strong></td>
</tr>
</tbody>
</table>

### General Fund Net Position

<table>
<thead>
<tr>
<th>Fund</th>
<th>Budgeted Revenues</th>
<th>Budgeted Expenditures</th>
<th>Net Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>$ 96,918,592</td>
<td>$ 96,930,229</td>
<td>$ (11,637)</td>
</tr>
</tbody>
</table>

*The negative Net Position in the General Fund is based on the use of fund balance to cover one-time costs, such as vehicles, related to construction management of the FasTracks North Metro Line. This was approved in the second amendment to the 2014 Budget.*
The negative Net Position in the Governmental Capital Fund is based on using fund balance for projects that were deferred during the recession (widening of Holly Street, deferred fleet replacement, and deferred facility maintenance). In addition, fund balance is also being used for a project that will invest in energy efficiency improvements with an estimated five to ten year return on the initial investment, and on the Hansen software system replacement project.

### Governmental Capital - Revenue Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>YTD 2013</th>
<th>YTD 2014</th>
<th>Budget 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taxes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales and Use</td>
<td>$6,580,219</td>
<td>$2,688,880</td>
<td>$5,215,755</td>
</tr>
<tr>
<td>Intergovernmental</td>
<td>2,544,595</td>
<td>2,694,699</td>
<td>2,560,240</td>
</tr>
<tr>
<td>Governmental Grants</td>
<td>320,198</td>
<td>1,014,588</td>
<td>2,709,125</td>
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<tr>
<td>Lease</td>
<td>30,177</td>
<td>27,508</td>
<td>100,000</td>
</tr>
<tr>
<td>Interest</td>
<td>156,430</td>
<td>158,321</td>
<td>298,000</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>-</td>
<td>1,589,545</td>
<td>2,641,361</td>
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</tbody>
</table>

**Governmental Capital Fund Revenues** $9,631,619 $8,173,541 $13,524,481

### Governmental Capital - Expenditure Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>YTD 2013</th>
<th>YTD 2014</th>
<th>Budget 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractual Obligations</td>
<td>$975,233</td>
<td>$895,401</td>
<td>$6,158,791</td>
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<tr>
<td>Maintenance Capital</td>
<td>171,559</td>
<td>590,994</td>
<td>3,093,498</td>
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<tr>
<td>Expansion Capital</td>
<td>72,078</td>
<td>755,468</td>
<td>4,285,043</td>
</tr>
<tr>
<td>Use of Fund Balance</td>
<td>-</td>
<td>773,869</td>
<td>3,744,460</td>
</tr>
</tbody>
</table>

**Governmental Capital Fund Expenditures** $1,218,869 $3,015,732 $17,281,792

### Governmental Capital Fund Net Position

<table>
<thead>
<tr>
<th>Fund</th>
<th>Budgeted Revenues</th>
<th>Budgeted Expenditures</th>
<th>Net Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Governmental Capital Fund</td>
<td>$13,524,481</td>
<td>$17,281,792</td>
<td>$(3,757,311)</td>
</tr>
</tbody>
</table>
**Fund Summary: Special Revenue Funds**

### Special Revenue Funds - Revenue Summary

<table>
<thead>
<tr>
<th>Fund</th>
<th>YTD 2013</th>
<th>YTD 2014</th>
<th>Budget 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adams County Road and Bridge Fund</td>
<td>$1,171,222</td>
<td>$864,810</td>
<td>$2,415,000</td>
</tr>
<tr>
<td>Adams County Open Space Fund</td>
<td>860,022</td>
<td>487,845</td>
<td>1,912,302</td>
</tr>
<tr>
<td>Parks Fund</td>
<td>844,385</td>
<td>989,628</td>
<td>1,778,929</td>
</tr>
<tr>
<td>Open Space Fund</td>
<td>1,759,722</td>
<td>995,637</td>
<td>2,261,449</td>
</tr>
<tr>
<td>Parks and Open Space Fund</td>
<td>834,451</td>
<td>964,717</td>
<td>1,778,929</td>
</tr>
<tr>
<td>Conservation Trust Fund</td>
<td>618,225</td>
<td>644,906</td>
<td>1,005,000</td>
</tr>
<tr>
<td>Cash In Lieu Fund</td>
<td>2,524</td>
<td>16,583</td>
<td>-</td>
</tr>
<tr>
<td><strong>Special Revenue Funds Revenues</strong></td>
<td>$6,090,551</td>
<td>$4,964,126</td>
<td>$11,151,609</td>
</tr>
</tbody>
</table>

### Special Revenue Funds - Expenditure Summary

<table>
<thead>
<tr>
<th>Fund</th>
<th>YTD 2013</th>
<th>YTD 2014</th>
<th>Budget 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adams County Road and Bridge Fund</td>
<td>272,402 $</td>
<td>387,802 $</td>
<td>2,230,361 $</td>
</tr>
<tr>
<td>Adams County Open Space Fund</td>
<td>41,957</td>
<td>2,763</td>
<td>1,598,000</td>
</tr>
<tr>
<td>Parks Fund</td>
<td>80,180</td>
<td>90,111</td>
<td>2,026,821</td>
</tr>
<tr>
<td>Open Space Fund</td>
<td>767,826</td>
<td>38,589</td>
<td>1,002,203</td>
</tr>
<tr>
<td>Parks and Open Space Fund</td>
<td>55,023</td>
<td>41,961</td>
<td>552,975</td>
</tr>
<tr>
<td>Conservation Trust Fund</td>
<td>58,869</td>
<td>155,655</td>
<td>1,541,700</td>
</tr>
<tr>
<td>Cash In Lieu Fund</td>
<td>-</td>
<td>1,050</td>
<td>57,275</td>
</tr>
<tr>
<td><strong>Special Revenue Funds Expenditures</strong></td>
<td>$1,276,257 $</td>
<td>$717,932 $</td>
<td>$9,009,335 $</td>
</tr>
</tbody>
</table>

### Special Revenue Funds Net Position

<table>
<thead>
<tr>
<th>Fund</th>
<th>Budgeted Revenues</th>
<th>Budgeted Expenditures</th>
<th>Net Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adams County Road and Bridge Fund</td>
<td>$2,415,000</td>
<td>$2,230,361</td>
<td>$184,639</td>
</tr>
<tr>
<td>Adams County Open Space Fund</td>
<td>1,912,302</td>
<td>1,598,000</td>
<td>314,302</td>
</tr>
<tr>
<td>Parks Fund</td>
<td>1,778,929</td>
<td>2,026,821</td>
<td>(247,892)</td>
</tr>
<tr>
<td>Open Space Fund</td>
<td>2,261,449</td>
<td>1,002,203</td>
<td>1,259,246</td>
</tr>
<tr>
<td>Parks and Open Space Fund</td>
<td>1,778,929</td>
<td>552,975</td>
<td>1,225,954</td>
</tr>
<tr>
<td>Conservation Trust Fund</td>
<td>1,005,000</td>
<td>1,541,700</td>
<td>(536,700)</td>
</tr>
<tr>
<td>Cash In Lieu Fund</td>
<td>-</td>
<td>57,275</td>
<td>(57,275)</td>
</tr>
</tbody>
</table>

The negative and positive Net Positions in the Special Revenue Funds are based on the specific capital projects approved in the 2014 Budget. The Special Revenue Funds are managed by saving up revenue for planned projects and then spending down fund balance when the project is approved.
Overview of Funds

**Water Fund** (page 12)

*Revenues*
→ Rate Revenue, Tap Fees, Bulk Water Sales, Northern Leases

*Expenditures (Operating and Capital)*
→ Building, operating, and maintaining the Water Utility

**Sewer Fund** (page 13)

*Revenues*
→ Rate Revenue, Tap Fees, Federal Heights Revenue

*Expenditures (Operating and Capital)*
→ Building, operating, and maintaining the Sewer Utility

**Environmental Services Fund** (page 14)

*Revenues*
→ Solid Waste Revenue, Recycling Revenue

*Expenditures (Operating and Capital)*
→ Solid Waste and Recycling Services

**Golf Course Fund** (page 15)

*Revenues*
→ Charges for Services (Green Fees)

*Expenditures (Operating and Capital)*
→ Operating and maintaining Thorncreek Golf Course
Revenue Highlights

<table>
<thead>
<tr>
<th></th>
<th>Budgeted Revenue</th>
<th>Forecasted Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Water Rate Revenue</strong></td>
<td>$ 26.8 M</td>
<td>$ 26.8 M</td>
</tr>
<tr>
<td><strong>Water Tap Fees</strong></td>
<td>10.0 M</td>
<td>10.0 M</td>
</tr>
<tr>
<td><strong>Sewer Rate Revenue</strong></td>
<td>12.2 M</td>
<td>12.2 M</td>
</tr>
<tr>
<td><strong>Solid Waste Revenues</strong></td>
<td>4.8 M</td>
<td>4.8 M</td>
</tr>
<tr>
<td><strong>Recycle Revenues</strong></td>
<td>0.1 M</td>
<td>0.1 M</td>
</tr>
<tr>
<td><strong>Charges for Services (Golf)</strong></td>
<td>1.4 M</td>
<td>1.4 M</td>
</tr>
</tbody>
</table>

**Water Fund**
- Rate revenue for the month of July is down 1.3% over July 2013 and is up 4.8% YTD.
- Water Tap Fees collected YTD are up $1.2M over 2013 YTD and are on track with budget.

**Sewer Fund**
- Rate revenue for the month of July is up 2.9% over July 2013 and is up 4.3% YTD.
- All billing cycles starting February 2014 reflect a 3.5% increase due to corresponding Metro Wastewater rate increases.
- New Average Winter Consumption (AWC) for 2014 billings are down slightly and are reflected in all billing cycles starting April 2014.

**Environmental Services Fund**
- Solid waste revenue is up less than 1% YTD over 2013.
- Recycling revenue is less than 3% of the overall revenue collected and does not cover the cost of providing the service. For 2014, the Utility is receiving a variable rate which has averaged $14/ton YTD.

**Golf Course Fund**
- Revenues from golf course operations are up 2.3% YTD; however, the remaining summer golf season will largely determine revenue performance.
Water Fund
- The 2014 Budget for the Water Fund continues the audit of park irrigation systems, with the goal of increasing efficiency of water use in City parks.
- In addition to the ongoing repair or replacement of water pipelines, valves, and hydrants, the Water Fund capital improvement budget includes membrane refurbishing at the Wes Brown Water Treatment Plant, gravel lakes rip rap construction at the North Dahlia Reservoir, and the repainting and repair of a clearwell tank at the Thornton Water Treatment Plant.
- The 2014 Water Fund budget continues to invest in the Thornton Northern Project, with continued analysis of permitting requirements and pipeline alignment alternatives.

Sewer Fund
- The largest expense in the 2014 Budget for the Sewer Fund is the annual payment to the Metro Wastewater Reclamation District, the entity that treats City wastewater.
- The Sewer Fund capital improvement budget includes funding for the Todd Creek Interceptor that will connect the Todd Creek Lift Station to the South Platte Interceptor and allow flows to reach the Metro Wastewater Reclamation District Northern Treatment Plant.

Environmental Services Fund
- The 2014 Budget for the Environmental Services Fund includes funding for the replacement of three automated collection trash trucks.

Expenditure Performance and Budget Amendments
- Year to date spending in the Water Fund, Sewer Fund, Environmental Services Fund, and Golf Course Fund is on track with the 2014 Budget.
- Spending on capital projects in the Enterprise Funds lags the calendar year.
- The City is monitoring water treatment costs through the summer months.
- The Water Fund has experienced a higher level of spending on repairing water line breaks in 2014.
- Budget Amendment 1: The first budget amendment of 2014 includes additional funding in the Golf Course Fund for 7.0 additional positions at Thorncreek Golf Course and investments in replacement maintenance equipment.
- Budget Amendment 3: The third budget amendment of 2014 includes additional funding for replacement of the Hansen software system in the Water Fund, Sewer Fund, and Environmental Services Fund. The amendment also includes additional funding for the purchase of golf course maintenance equipment in the Golf Course Fund.
## Water Fund - Revenue Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>YTD 2013</th>
<th>YTD 2014</th>
<th>Budget 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Rate Revenue</td>
<td>$10,819,469</td>
<td>$11,343,045</td>
<td>$26,800,000</td>
</tr>
<tr>
<td>Bulk Water Sales</td>
<td>1,159,484</td>
<td>1,135,851</td>
<td>2,200,000</td>
</tr>
<tr>
<td>Northern Leases</td>
<td>1,445,690</td>
<td>1,445,511</td>
<td>1,325,000</td>
</tr>
<tr>
<td>Water Tap Fees</td>
<td>4,094,943</td>
<td>5,299,773</td>
<td>10,000,000</td>
</tr>
<tr>
<td>Interest Income</td>
<td>685,875</td>
<td>765,524</td>
<td>1,095,000</td>
</tr>
<tr>
<td>Oil and Gas Revenues</td>
<td>113,138</td>
<td>3,529,026</td>
<td>-</td>
</tr>
<tr>
<td>Other Revenue</td>
<td>1,788,300</td>
<td>2,121,251</td>
<td>2,405,048</td>
</tr>
<tr>
<td><strong>Water Fund Revenues</strong></td>
<td><strong>$20,106,899</strong></td>
<td><strong>$25,639,982</strong></td>
<td><strong>$43,825,048</strong></td>
</tr>
</tbody>
</table>

## Water Fund - Expenditure Summary

<table>
<thead>
<tr>
<th>Division</th>
<th>YTD 2013</th>
<th>YTD 2014</th>
<th>Budget 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Utility Billing</td>
<td>$785,500</td>
<td>$680,070</td>
<td>$1,158,657</td>
</tr>
<tr>
<td>Utilities Operations</td>
<td>1,922,886</td>
<td>1,830,348</td>
<td>3,397,410</td>
</tr>
<tr>
<td>Water Resources</td>
<td>2,556,023</td>
<td>2,701,125</td>
<td>4,511,990</td>
</tr>
<tr>
<td>Farm Management</td>
<td>600,203</td>
<td>643,110</td>
<td>963,728</td>
</tr>
<tr>
<td>Water Quality</td>
<td>447,559</td>
<td>535,643</td>
<td>973,655</td>
</tr>
<tr>
<td>Water Treatment</td>
<td>3,218,644</td>
<td>2,744,785</td>
<td>5,134,166</td>
</tr>
<tr>
<td>Real Estate Management</td>
<td>78,684</td>
<td>89,521</td>
<td>194,422</td>
</tr>
<tr>
<td>Water Legal</td>
<td>80,588</td>
<td>84,814</td>
<td>159,748</td>
</tr>
<tr>
<td>Water Operating General Expenses</td>
<td>4,609,663</td>
<td>3,518,344</td>
<td>13,890,287</td>
</tr>
<tr>
<td><strong>Water Operating</strong></td>
<td><strong>$14,299,750</strong></td>
<td><strong>$12,827,760</strong></td>
<td><strong>$30,384,063</strong></td>
</tr>
<tr>
<td>Water Capital</td>
<td>$5,562,133</td>
<td>$3,486,441</td>
<td>$10,493,118</td>
</tr>
<tr>
<td><strong>Water Fund Expenditures</strong></td>
<td><strong>$19,861,883</strong></td>
<td><strong>$16,314,201</strong></td>
<td><strong>$40,877,181</strong></td>
</tr>
</tbody>
</table>

## Water Fund Net Position

<table>
<thead>
<tr>
<th>Fund</th>
<th>Budgeted Revenues</th>
<th>Budgeted Expenditures</th>
<th>Net Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Fund</td>
<td>$43,825,048</td>
<td>$40,877,181</td>
<td>$2,947,867</td>
</tr>
</tbody>
</table>

The positive Net Position in the Water Fund is based on the lower level of spending on capital projects approved in the 2014 Budget.
The positive Net Position in the Sewer Fund is based on the lower level of spending on capital projects approved in the 2014 Budget.
### Environmental Services Fund - Revenue Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>2013</th>
<th>2014</th>
<th>2014 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solid Waste Revenue</td>
<td>$2,569,411</td>
<td>$2,587,866</td>
<td>$4,764,000</td>
</tr>
<tr>
<td>Special Pickups</td>
<td>12,613</td>
<td>16,580</td>
<td>25,000</td>
</tr>
<tr>
<td>Recycling Revenue</td>
<td>62,463</td>
<td>36,267</td>
<td>126,000</td>
</tr>
<tr>
<td>Interest Income</td>
<td>37,500</td>
<td>36,303</td>
<td>65,000</td>
</tr>
<tr>
<td>Other Revenue</td>
<td>17,894</td>
<td>75,973</td>
<td>77,755</td>
</tr>
</tbody>
</table>

**Environmental Services Fund Revenues** $2,699,881 $2,752,989 $5,057,755

### Environmental Services Fund - Expenditure Summary

<table>
<thead>
<tr>
<th>Division</th>
<th>2013</th>
<th>2014</th>
<th>2014 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental Services</td>
<td>$2,037,243</td>
<td>$2,633,468</td>
<td>$4,381,299</td>
</tr>
<tr>
<td>Environmental Services General Expenses</td>
<td>427,358</td>
<td>393,400</td>
<td>649,737</td>
</tr>
</tbody>
</table>

**Environmental Services Operating** $2,464,601 $3,026,868 $5,031,036

| Environmental Services Capital | 42,788 | 153,225 |

**Environmental Services Fund Expenditures** $2,464,601 $3,069,656 $5,184,261

### Environmental Services Fund Net Position

<table>
<thead>
<tr>
<th>Fund</th>
<th>Budgeted Revenues</th>
<th>Budgeted Expenditures</th>
<th>Net Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental Services Fund</td>
<td>$5,057,755</td>
<td>$5,184,261</td>
<td>$(126,506)</td>
</tr>
</tbody>
</table>

*The negative Net Position in the Environmental Services Fund is based on the use of fund balance to purchase replacement trash and recycling trucks and for the Hansen software system replacement project.*
**Golf Course Fund - Revenue Summary**

<table>
<thead>
<tr>
<th>Description</th>
<th>YTD 2013</th>
<th>YTD 2014</th>
<th>Budget 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charges for Services</td>
<td>$819,340</td>
<td>$838,237</td>
<td>$1,350,000</td>
</tr>
<tr>
<td>Interest/Other Revenues</td>
<td>204,238</td>
<td>31,980</td>
<td>527,218</td>
</tr>
<tr>
<td><strong>Golf Course Fund Revenues</strong></td>
<td>$1,023,578</td>
<td>$870,216</td>
<td>$1,877,218</td>
</tr>
</tbody>
</table>

**Golf Course Fund - Expenditure Summary**

<table>
<thead>
<tr>
<th>Division</th>
<th>YTD 2013</th>
<th>YTD 2014</th>
<th>Budget 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Golf Operations</td>
<td>$362,390</td>
<td>$429,127</td>
<td>$723,234</td>
</tr>
<tr>
<td>Golf Maintenance</td>
<td>309,774</td>
<td>1,083,895</td>
<td>1,670,779</td>
</tr>
<tr>
<td><strong>Golf Course Fund Expenditures</strong></td>
<td>$672,164</td>
<td>$1,513,022</td>
<td>$2,394,013</td>
</tr>
</tbody>
</table>

**Golf Course Fund Net Position**

<table>
<thead>
<tr>
<th>Fund</th>
<th>Budgeted Revenues</th>
<th>Budgeted Expenditures</th>
<th>Net Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Golf Course Fund</td>
<td>$1,877,218</td>
<td>$2,394,013</td>
<td>$(516,795)</td>
</tr>
</tbody>
</table>

The negative Net Position in the Golf Course Fund is based on the use of fund balance to subsidize a portion of operational costs and replace a number of aged and malfunctioning equipment. This was approved in the first amendment to the 2014 Budget.
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Overview of Funds

**Thornton Development Authority (TDA) Funds**
- **Revenues** (page 20)
  - Sales and Use Tax, Property Tax
- **Expenditures (Capital)**
  - Three active urban renewal plan areas including: TDA North (Larkridge), TDA 144th (The Grove), and TDA South

**Internal Service Funds and Debt Service Fund**
- **Revenues** (pages 21-22)
  - Charges for Services, Transfers
- **Expenditures (Operating and Debt Service)**
  - Risk Management, Information Technology, Reprographics, Maintenance Services, Consolidated Service Center (CSC), and Debt Service

**Other City Funds** (page 23)
- **Revenues**
  - TASHCO (Thornton Arts, Sciences, and Humanities) Registration and Ticket Fees, Grants, E-911 Authority Tax, 136th General Improvement District (GID) Property Tax
- **Expenditures (Operating and Transfers)**
  - TASHCO Operational Programming, E-911 Authority Transfer to General Fund, and 136th GID Transfer to General Fund
### Revenue Highlights

<table>
<thead>
<tr>
<th></th>
<th>Budgeted Revenue</th>
<th>Forecasted Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TDA Sales Tax</strong></td>
<td>$10.7 M</td>
<td>$10.7 M</td>
</tr>
<tr>
<td><strong>TDA Property Tax</strong></td>
<td>3.0 M</td>
<td>3.0 M</td>
</tr>
</tbody>
</table>

### Thornton Development Authority (TDA) Funds
- Of the 3 active plan areas, only TDA-North and TDA-144th currently have sales tax activity.
  - Overall, TDA sales tax collections are up 23% YTD.
  - Sales tax collections in TDA-N are up 8.6% YTD due in large part to positive performance by several large and medium box retailers and restaurants within Larkridge.
  - Beginning in September 2013, sales tax collections include the newly opened Cabela’s store within the TDA-144th area.
- All 3 plan areas are currently reporting property tax collections.

### Internal Service Funds and Debt Service Fund
- Revenues for the internal service funds and debt service fund are based on budgeted amounts to be charged to/transfered from various City funds.
- Budgeted charges/transfers occur quarterly for the Internal Service Funds and prior to bond payments for the Debt Service Fund.

### Other City Funds
- All revenues YTD are performing according to budgeted expectations.
Thornton Development Authority (TDA) Funds
- The 2014 Budget for the TDA North Fund includes payments for debt service and incentive obligations.
- The TDA North capital improvement budget continues to invest in transportation improvements along the North Washington Street corridor between 152nd Avenue and 160th Avenue.
- The 2014 Budget for the TDA 144th Fund includes revenue sharing payments to Westminster and interest expense from the Water Fund and General Fund loans.

Internal Service Funds and Debt Service Fund
- The Internal Service Funds provide risk management, information technology, reprographics, and maintenance services to the direct service delivery departments and these costs are included in the 2014 Budget for the General Fund, Water Fund, Sewer Fund, and Environmental Services Fund.
- The Maintenance Services Fund budget includes two additional half-time positions responsible for maintaining and cleaning City facilities, 0.5 in Building Maintenance and 0.5 in Custodial Maintenance.

Other City Funds
- The 2014 Budget for TASHCO includes funding for the Full STEAM Ahead and Young Artist Festival programs.

Expenditure Performance and Budget Amendments
- Year to date spending in the TDA Funds, Internal Service Funds, Debt Service Fund, and Other City Funds are on track with the 2014 Budget.
- Spending on capital projects in the TDA-North Fund lags the calendar year.
- TDA-144th: Anticipating a larger revenue sharing payment to the City of Westminster due to higher than estimated performance at The Grove Shopping Center.
- Budget Amendment 3: Includes additional funding in the Risk Management Fund, Information Technology Fund, Reprographics Fund, and Maintenance Services Fund for an inter-fund transfer of unappropriated fund balance. The funds will be transferred to the Government Capital Fund, Water Fund, Sewer Fund, and Environmental Services Fund to offset a portion of the Hansen software system replacement.
Fund Summary: TDA Funds

Thornton Development Authority - Revenue Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>YTD 2013</th>
<th>YTD 2014</th>
<th>Budget 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sales Tax</td>
<td>$4,386,767</td>
<td>$5,406,972</td>
<td>$10,727,885</td>
</tr>
<tr>
<td>Audit Assessments</td>
<td>509,675</td>
<td>37,735</td>
<td>-</td>
</tr>
<tr>
<td>Property Tax</td>
<td>2,800,756</td>
<td>2,903,202</td>
<td>2,992,000</td>
</tr>
<tr>
<td>Interest Income</td>
<td>169,668</td>
<td>204,935</td>
<td>473,000</td>
</tr>
<tr>
<td><strong>TDA Revenues</strong></td>
<td><strong>$7,866,867</strong></td>
<td><strong>$8,552,844</strong></td>
<td><strong>$14,192,885</strong></td>
</tr>
</tbody>
</table>

Thornton Development Authority - Expenditure Summary

<table>
<thead>
<tr>
<th>Fund</th>
<th>YTD 2013</th>
<th>YTD 2014</th>
<th>Budget 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>TDA-South</td>
<td>$32,481</td>
<td>$21,152</td>
<td>$28,202</td>
</tr>
<tr>
<td>TDA-North</td>
<td>4,898,258</td>
<td>4,626,724</td>
<td>14,258,829</td>
</tr>
<tr>
<td>TDA-144th</td>
<td>174,070</td>
<td>518,477</td>
<td>779,000</td>
</tr>
<tr>
<td><strong>TDA Expenditures</strong></td>
<td><strong>$5,104,809</strong></td>
<td><strong>$5,166,353</strong></td>
<td><strong>$15,066,031</strong></td>
</tr>
</tbody>
</table>

Thornton Development Authority Net Position

<table>
<thead>
<tr>
<th>Fund</th>
<th>Budgeted Revenues</th>
<th>Budgeted Expenditures</th>
<th>Net Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>TDA Funds</td>
<td>$14,192,885</td>
<td>$15,066,031</td>
<td>$(873,146)</td>
</tr>
</tbody>
</table>

The negative Net Position in the Thornton Development Authority Funds is based on the use of fund balance for the capital improvement projects (Washington Street Widening and Sack Creek Drainage Improvements) approved in the 2014 Budget for the TDA-North Fund.
Fund Summary: Internal Service Funds

### Internal Service Funds - Revenue Summary

<table>
<thead>
<tr>
<th>Fund</th>
<th>YTD 2013</th>
<th>YTD 2014</th>
<th>Budget 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Risk Management</td>
<td>$ 2,047,043</td>
<td>$ 2,113,997</td>
<td>$ 2,976,816</td>
</tr>
<tr>
<td>Information Technology</td>
<td>3,927,685</td>
<td>4,195,898</td>
<td>5,574,488</td>
</tr>
<tr>
<td>Reprographics</td>
<td>539,580</td>
<td>580,275</td>
<td>763,825</td>
</tr>
<tr>
<td>Consolidated Service Center</td>
<td>401,600</td>
<td>398,706</td>
<td>790,368</td>
</tr>
<tr>
<td>Maintenance Services</td>
<td>3,129,062</td>
<td>3,907,636</td>
<td>5,193,842</td>
</tr>
</tbody>
</table>

**Internal Service Funds Revenues**

|                      | $ 10,044,970 | $ 11,196,512 | $ 15,299,339 |

### Internal Service Funds - Expenditure Summary

<table>
<thead>
<tr>
<th>Fund</th>
<th>YTD 2013</th>
<th>YTD 2014</th>
<th>Budget 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Risk Management</td>
<td>$ 2,772,062</td>
<td>$ 3,507,062</td>
<td>$ 3,827,291</td>
</tr>
<tr>
<td>Information Technology</td>
<td>3,471,874</td>
<td>3,898,001</td>
<td>6,289,017</td>
</tr>
<tr>
<td>Reprographics</td>
<td>347,823</td>
<td>1,005,999</td>
<td>1,376,717</td>
</tr>
<tr>
<td>Consolidated Service Center</td>
<td>401,160</td>
<td>397,415</td>
<td>790,368</td>
</tr>
<tr>
<td>Maintenance Services</td>
<td>1,979,782</td>
<td>2,474,796</td>
<td>5,311,768</td>
</tr>
</tbody>
</table>

**Internal Service Funds Expenditures**

|                      | $ 8,972,701 | $ 11,283,273 | $ 17,595,161 |

### Internal Service Funds Net Position

<table>
<thead>
<tr>
<th>Fund</th>
<th>Budgeted Revenues</th>
<th>Budgeted Expenditures</th>
<th>Net Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Risk Management</td>
<td>$ 2,976,816</td>
<td>$ 3,827,291</td>
<td>(850,475)</td>
</tr>
<tr>
<td>Information Technology</td>
<td>5,574,488</td>
<td>6,289,017</td>
<td>(714,529)</td>
</tr>
<tr>
<td>Reprographics</td>
<td>763,825</td>
<td>1,376,717</td>
<td>(612,892)</td>
</tr>
<tr>
<td>Consolidated Service Center</td>
<td>790,368</td>
<td>790,368</td>
<td>-</td>
</tr>
<tr>
<td>Maintenance Services</td>
<td>5,193,842</td>
<td>5,311,768</td>
<td>(117,926)</td>
</tr>
</tbody>
</table>

The negative Net Position in the Risk Management Fund, Information Technology Fund, Reprographics Fund, and Maintenance Services Fund is based on the planned use of fund balance that has accumulated in each fund over previous years.
### Debt Service Fund - Revenue Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>YTD 2013</th>
<th>YTD 2014</th>
<th>Budget 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest, Transfers, and Other</td>
<td>$177,519</td>
<td>$149,531</td>
<td>$1,806,950</td>
</tr>
<tr>
<td><strong>Debt Service Revenues</strong></td>
<td>$177,519</td>
<td>$149,531</td>
<td>$1,806,950</td>
</tr>
</tbody>
</table>

### Debt Service Fund - Expenditure Summary

<table>
<thead>
<tr>
<th>Fund</th>
<th>YTD 2013</th>
<th>YTD 2014</th>
<th>Budget 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debt Service Fund</td>
<td>$175,075</td>
<td>$145,975</td>
<td>$1,804,950</td>
</tr>
<tr>
<td><strong>Debt Service Fund Expenditures</strong></td>
<td>$175,075</td>
<td>$145,975</td>
<td>$1,804,950</td>
</tr>
</tbody>
</table>

### Debt Service Fund Net Position

<table>
<thead>
<tr>
<th>Fund</th>
<th>Budgeted Revenues</th>
<th>Budgeted Expenditures</th>
<th>Net Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debt Service Fund</td>
<td>$1,806,950</td>
<td>$1,804,950</td>
<td>$2,000</td>
</tr>
</tbody>
</table>
# OTHER FUNDS

## Fund Summary: Other City Funds

### Other City Funds - Revenue Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>YTD 2013</th>
<th>YTD 2014</th>
<th>Budget 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>TASHCO</td>
<td>61,455</td>
<td>49,431</td>
<td>93,598</td>
</tr>
<tr>
<td>136th Avenue GID</td>
<td>5,313</td>
<td>5,394</td>
<td>5,000</td>
</tr>
<tr>
<td>E-911 Authority</td>
<td>512,737</td>
<td>534,153</td>
<td>1,000,000</td>
</tr>
<tr>
<td><strong>Other City Funds Revenues</strong></td>
<td>$579,506</td>
<td>$588,977</td>
<td>$1,098,598</td>
</tr>
</tbody>
</table>

### Other City Funds - Expenditure Summary

<table>
<thead>
<tr>
<th>Fund</th>
<th>YTD 2013</th>
<th>YTD 2014</th>
<th>Budget 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>TASHCO</td>
<td>$44,020</td>
<td>$43,927</td>
<td>$93,598</td>
</tr>
<tr>
<td>136th Avenue GID</td>
<td>6,000</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>E-911 Authority</td>
<td>500,000</td>
<td>500,000</td>
<td>1,000,000</td>
</tr>
<tr>
<td><strong>Other City Funds Expenditures</strong></td>
<td>$550,020</td>
<td>$548,927</td>
<td>$1,098,598</td>
</tr>
</tbody>
</table>

### Other City Funds Net Position

<table>
<thead>
<tr>
<th>Fund</th>
<th>Budgeted Revenues</th>
<th>Budgeted Expenditures</th>
<th>Net Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>TASHCO, 136th Avenue GID, E-911</td>
<td>$1,098,598</td>
<td>$1,098,598</td>
<td>-</td>
</tr>
</tbody>
</table>
COUNCIL COMMUNICATION

Meeting Date: September 9, 2014
Agenda Item: 8C
Agenda Location: Consent Calendar
Work Plan #: Legal Review:

Subject: An ordinance amending Section 42-474 and 42-507 of the Thornton City Code pertaining to pawnbroker regulations.

Recommended by: Randy Nelson
Approved by: Jack Ethridge
Presenter(s): Randy Nelson, Executive Director

SYNOPSIS:

The purpose of this proposed ordinance amendment is to update procedures pawnbrokers are required to comply with when recording and reporting purchase transactions and contracts for purchase. Early in 2014, Legal counsel for one of the pawnbroker companies challenged the City’s ordinance and after review, staff is proposing changes be made to the City Code, fees and charges.

The proposed changes will allow Pawnbroker businesses the option of using either digital photography or digital video surveillance equipment to record the image of customers.

In addition, the surcharge fees were originally changed from $.70 per item to the current $2.00 per item to establish a funding stream for the 20-hour part-time administrative specialist. However, to address the legal challenge, the changes will lower the surcharge fee from $2.00 per item to $.90 per pawn slip and increase the annual licensing fee from $1,000 to $2,500 to subsidize the current salary of the 20-hour part-time employee.

RECOMMENDATION:

Staff recommends Alternative #1, approval of the proposed ordinance authorizing the changes to the procedures for capturing digital images of customers and to bring forward on second reading of the ordinance, a proposed amendment to Attachment 6 of the fees and charges to implement a $.90 surcharge per pawn slip and change the annual licensing fee from $1,000 to $2,500.

BUDGET/STAFF IMPLICATIONS:

To cover a portion of the costs associated with pawnbrokers’ entry and review, staff is recommending the surcharge be decreased to $.90 per pawn slip from the current $2.00 per item and changing the annual licensing fee from $1,000 to $2,500.

With the current rate of $2.00 per pawn item and $1,000 annual licensing fee for 3 licensed pawnbrokers, the City’s revenues would be $39,284. With the proposed decreased rate of $.90 per pawn slip and the increased $2,500 annual licensing fee for 3 licensed pawnbrokers, the City’s revenues would decrease to $15,663.90.
ALTERNATIVES:

1. Approve the proposed ordinance and on second reading, consider a proposed amendment to Attachment 6 of the fees and charges to decrease the $2.00 per item surcharge to $.90 per pawn slip and increase the annual licensing fee from $1,000 to $2,500.
2. Do not approve the ordinance and continue to require digital photo of customers and retain the current $2.00 per item surcharge fee along with maintaining the current $1,000 annual licensing fee.

BACKGROUND (ANALYSIS/NEXT STEPS/HISTORY): (includes previous City Council action)

The pawnbroker provisions of the Code, 42-474 and 42-507 authorizes licensed pawnbrokers to do business with the City of Thornton and establishes criteria for the handling and documenting of tangible personal property obtained through the transactions of the business. The current pawnbroker businesses returned to the City in 2011, after being out of the City for approximately 10 years.

The intent of the amendments to Sections 42-474 and 42-507 is to update the current system for maintaining records so that the system is more accurate, complete, and descriptive enabling law enforcement to efficiently solve crimes and locate stolen property. Changes to applicable surcharge and licensing fee are necessary to accomplish these goals. More specifically, these amendments establish a digital photograph procedure for documenting the property and customer, the utilization of a single fingerprint from customers for identification purposes, and the updating of customer information through the use of an online system, LeadsOnline, which is used to track and record information regarding contracts for purchase, pledges and purchase transactions for law enforcement agencies.

The Police Department is also working with the LeadsOnline Company to track and verify LeadsOnline-Colorado Crime Information Center (CCIC) uploaded interface which eliminates the need to enter pawn slips into CCIC. The system allows the pawn shops to provide information in a different format, which can then be directly uploaded to CCIC after verification.

As LeadsOnline electronic entry is implemented by the businesses, the part-time employee will still be required to complete spot checks of the data entry to validate the accuracy. An equivalent amount of time will be required to complete this changing/evolving task.
AN ORDINANCE AMENDING SECTION 42-474 AND 42-507 OF THE THORNTON CITY CODE PERTAINING TO PAWNBROKER REGULATIONS.

WHEREAS, the City has adopted a Pawnbroker Ordinance to regulate all pawnbroker businesses operating within the City pursuant to Chapter 42 of the Thornton City Code; and

WHEREAS, pursuant to subsection 42-474(f) the City sets forth requirements that must be met by pawnbrokers, including a requirement to digitally photograph customers and video record all transactions which occur within the business; and

WHEREAS, a pawnbroker establishment has expressed a concern that photographing customers may alarm customers and, given sophistication of digital video recording surveillance systems, recording the image of all customers can be achieved by using such digital video surveillance equipment that is also required for all such businesses; and

WHEREAS, the Police Department wishes to allow Pawnbroker businesses the option of using either digital photography or digital video surveillance equipment to record the image of customers and to accomplish this change it is necessary to amend to Subsection 42-474(f)(2) of the Pawnbroker Ordinance; and

WHEREAS, the Police Department may impose a surcharge on all personal property of customers brought to a Pawnbroker business for any transaction; and

WHEREAS, subsection 42-507(b) needs to be clarified to reflect that a surcharge is imposed for each pawn slip prepared by a Pawnbroker for such items of tangible personal property; and

WHEREAS, this Ordinance is necessary to protect and promote the public health, safety, and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF THORNTON, COLORADO, AS FOLLOWS:

1. Subsection 42-474(f) the introductory paragraph is hereby amended by the deletions of the words stricken and the addition of the words double underlined to read as follows:

   (f) In addition to the registry required by subsection (a), every pawnbroker shall—may digitally photograph customers or may use digital recording equipment to record the image of all customers, as provided for herein, and shall digitally photograph tangible personal property as detailed below, and video record all
transactions, including those which do not result in a contract for purchase or purchase transaction.

2. Subsection 42-474(f)(2) is hereby amended by the enactment of subsections (i) and (ii) to read as follows:

(i) A Pawnbroker may choose to realign the existing digital video recording equipment or surveillance equipment in a manner that will record a quality frontal view of customers at the point of sale for all transactions occurring within the business. If a pawnbroker business chooses to use such recording for this purpose, the pawnbroker business must have the Thornton Police Department approve such use and if approved, the pawnbroker business will not be required to take a digital photograph of every pawnbroker customer.

(ii) All digital video recordings of customers at the point of sale for all transactions that occur within the pawnbroker business shall be maintained by the Pawnbroker, with the contract for purpose transactions at one hundred eighty (180) calendar days from the date of the transaction.

3. Subsection 47-507(b) is hereby amended by the deletion of the words stricken and the addition of the words double-underlined to read as follows:

(b) Every pawnbroker licensed, as provided herein, shall pay monthly, or as otherwise required by the city, a surcharge to the city for every item receipt of tangible personal property received as a result of entering into a contract for the purchase or a purchase transaction. The amount of the surcharge will be established by resolution of the city council.

4. If any portion of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the constitutionality or validity of the remaining portions of this ordinance. City Council hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared unconstitutional or invalid.

5. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portions hereof are hereby repealed to the extent of such inconsistency or conflict.

6. The repeal or amendment of any provision of the Code by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions.
for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

7. This ordinance shall take effect upon final passage.

INTRODUCED, READ, PASSED on first reading, ordered posted in full, and title ordered published by the City Council of the City of Thornton, Colorado, on ______________, 2014.

PASSED AND ADOPTED on second and final reading on ______________, 2014.

CITY OF Thornton, Colorado

______________________________
Heidi K. Williams, Mayor

ATTEST:

______________________________
Nancy A. Vincent, City Clerk

THIS ORDINANCE IS ON FILE IN THE CITY CLERK'S OFFICE FOR PUBLIC INSPECTION.

APPROVED AS TO LEGAL FORM:

______________________________
Margaret Emerich, City Attorney

PUBLICATION:

Posted in six (6) public places after first and second readings.

Published in the Northglenn-Thornton Sentinel after first reading on ______________, 2014, and after second and final reading on __________________, 2014.
COUNCIL COMMUNICATION

Meeting Date: September 9, 2014
Agenda Item: 8H
Agenda Location: Consent Calendar
Work Plan #: M15
Legal Review: ___ 1st Reading
___ 2nd Reading

Subject: A resolution approving an Intergovernmental Agreement between the City of Thornton and the Colorado Department of Transportation for the maintenance of traffic signals on State Highways.

Recommended by: Bud Elliot
Approved by: Jack Ethridge
Presenter(s): Bud Elliot, Deputy City Manager - Infrastructure

SYNOPSIS:

The Colorado Department of Transportation currently owns traffic signals along state highways located within the City of Thornton (City). Due to the location of traffic signals and the associated travel time, the response time by City traffic signal crews to respond to maintenance and operational issues is significantly faster than those of CDOT crews. The City response time is normally under 35 minutes compared to the CDOT response time of approximately two hours. This Intergovernmental Agreement (IGA) is replacing an expired IGA with CDOT for the City to provide maintenance of eleven CDOT traffic signals. The location of these traffic signals is shown in Exhibit A of the IGA. The term of this agreement is five years.

RECOMMENDATION:

Staff recommends Alternative No. 1, approval of the resolution to allow the City to continue to provide maintenance for eleven CDOT traffic signals located within the City.

BUDGET/STAFF IMPLICATIONS:

CDOT has allocated $220 per signal per month to be paid to the City for each traffic signal covered under this Agreement for a maximum of $29,040 annually. The expired IGA was for $260 per traffic signal. The allocation per month per traffic signal to be paid to the City is reduced due to a reduction in the maintenance required by CDOT. There are sufficient staff resources to maintain the eleven traffic signals.

ALTERNATIVES:

1. Approve the resolution to allow the City to continue to provide maintenance for eleven CDOT traffic signals.
2. Do not approve the resolution. CDOT would then resume maintenance of the eleven traffic signals. Citizens would experience a worse level of service due to CDOT's increased maintenance response times.

BACKGROUND (ANALYSIS/NEXT STEPS/HISTORY): (includes previous City Council action)

An intergovernmental agreement between the City and CDOT for the maintenance of traffic signals on State Highways has been in place since 1980.
RESOLUTION

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF THORNTON AND THE COLORADO DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF TRAFFIC SIGNALS ON STATE HIGHWAYS.

WHEREAS, the maintenance of traffic signals within the City on State Highways is of importance to both the Colorado Department of Transportation (CDOT) and the City of Thornton (City); and

WHEREAS, the City has the staff capable of providing timely and effective maintenance for these traffic signals that benefit both CDOT and the City; and

WHEREAS, the City has been providing the maintenance for traffic signals under contract with CDOT since 1980; and

WHEREAS, CDOT has financially compensated the City for these traffic signal maintenance services and proposes the City continue to provide these services.

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

1. The Intergovernmental Agreement (IGA) between the City of Thornton and the Colorado Department of Transportation pertaining to the maintenance of traffic signals on State Highways, a copy of which is attached hereto and incorporated by reference, is hereby approved.

2. The City Manager is hereby authorized to execute the IGA on behalf of the City and the City Clerk to attest the IGA.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Thornton, Colorado, on _________________, 2014.

CITY OF THORNTON, COLORADO

______________________________
Heidi K. Williams, Mayor

ATTEST:

______________________________
Nancy A. Vincent, City Clerk
CONTRACT

THIS CONTRACT, executed by and between the State of Colorado for the use and benefit of the Colorado Department of Transportation, hereinafter referred to as the State, and the City of Thornton, 9500 Civic Center Drive, Thornton, Colorado 80229, CDOT Vendor #: 2000088, hereinafter referred to as the “Contractor” or the “Local Agency.”

RECITALS

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs in Fund Number 400, Function <<>>, GL Acct. <<>>, Cost Center <<>>, (Contract Encumbrance Amount: $0.00).

2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.

3. Section 43-2-102 and 103, C.R.S require the State to maintain state highways (including where such highways extend through a city or an incorporated town), and 43-2-135 describes certain specific responsibilities of the State and affected local entities (respectively) with respect to state highways that are also part of a local street system.

4. The parties desire to enter this contract for the Local Agency to provide certain traffic maintenance services (Maintenance Services) on state highways, as defined in Exhibit A, and for the State to pay the Local Agency a reasonable negotiated fixed rate for such services.

5. The parties also intend that the Local Agency shall remain responsible to perform any services and duties on state highways that are the responsibility of the Local Agency under applicable law, at its own cost.

6. The State and the Local Agency have the authority, as provided in Sections 29-1-203, 43-1-106, 43-2-103, 43-2-104, and 43-2-144 C.R.S., as amended, and in applicable ordinance or resolution duly passed and adopted by the Local Agency, to enter into contract with the Local Agency for the purpose of maintenance on the state highway system as hereinafter set forth.

7. The Local Agency has adequate facilities to perform the desired Maintenance Services on State highways within its jurisdiction.

Page 1 of 11
THE PARTIES NOW AGREE THAT:

Section 1. Scope of Work

The Local Agency shall perform all Maintenance Services for the specified locations located within the Local Agency's jurisdiction and described in Exhibit A. Such services and highways are further detailed in Section 5.

Section 2. Order of Precedence

In the event of conflicts or inconsistencies between this contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Special Provisions contained in section 22 of this contract
2. This contract
3. Exhibit A (Scope of Work)
4. Exhibit C (Option Letter)
5. Exhibit D (Encumbrance Letter)

Section 3. Term

This contract shall be effective upon the date signed/approved by the State Controller, or designee, or on July 1, 2014, whichever is later. The term of this contract shall be for a term of FIVE (5) years. Provided, however, that the State's financial obligation for each subsequent, consecutive fiscal year of that term after the first fiscal year shall be subject to and contingent upon funds for each subsequent year being appropriated, budgeted, and otherwise made available therefor.

Section 4. Project Funding and Payment Provisions

A. The Local Agency has estimated the total cost of the work and is prepared to accept the state funding for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract and to complete the work under the project. A copy of this ordinance or resolution is attached hereto and incorporated herein as Exhibit B.

B. Subject to the terms of this contract, for the satisfactory performance of the Maintenance Services on the Highways, as described in Section 5, the State shall pay the Local Agency on a lump sum basis, payable in monthly installments, upon receipt of the Local Agency's statements, as provided herein.

C. The State shall pay the Local Agency for the satisfactory operation and maintenance of traffic control devices under this agreement at the rates described in Exhibit A.

D. The Local Agency will provide Maintenance Services as described in Exhibit A, for a total maximum amount of $29,040.00 per State fiscal year, and a maximum contract total shall not exceed the cumulative five-year total of $145,200.00. The negotiated rate per location
shall remain fixed for the full five-year term of the contract, unless this rate is renegotiated in accordance with the procedure set forth herein in Section 17. The total payments to the Local Agency during the term of this contract shall not exceed that maximum amount, unless this contract is amended. The Local Agency will bill the State monthly and the State will pay such bills within 60 days.

E. The statements submitted by the Local Agency for which payment is requested shall contain an adequate description of the type(s) and the quantity(ies) of the Maintenance Services performed, the date(s) of that performance, and on which specific sections of the Highways such services were performed, in accord with standard Local Agency billing standards.

F. If the Local Agency fails to satisfactorily perform the Maintenance Services or if the statement submitted by the Local Agency does not adequately document the payment requested, after notice thereof from the State, the State may deduct and retain a proportionate amount from the monthly payment, based on the above rate, for that segment or portion.

Section 5: State & Local Agency Commitments:

A. The Local Agency shall perform the Maintenance Services for the certain State Highway System locations described herein. Such services and locations are detailed in Exhibit A.

B. The Local Agency shall operate and maintain the specific traffic control devices, and at the particular locations, all as listed on Exhibit A, in a manner that is consistent with current public safety standards on state highways within its jurisdictional limits, and in conformance with applicable portions of the "Manual on Uniform Traffic Control Devices" and the "Colorado Supplement" thereto, which are referred to collectively as the "Manual" and which are incorporated herein by reference as terms and conditions of this Agreement. The Local Agency shall provide all personnel, equipment, and other services necessary to satisfactorily perform such operation and maintenance.

C. The Parties shall have the option to add or delete, at any time during the term of this Agreement and subject to § 17 of this agreement, one or more specific traffic control devices to the list shown in Exhibit A and therefore amend the Maintenance Services to be performed by the Local Agency under this Agreement. The State may amend Exhibit A by written notice to the Local Agency using an Option Letter substantially equivalent to Exhibit C.

D. The Local Agency may propose, in writing, other potential specific traffic control devices to be operated and maintained by the Local Agency during the term of this agreement, based on the same rates that had been initially agreed to by the Local Agency in Exhibit A. If the State determines in writing that operation and maintenance of those other devices by the Local Agency is appropriate, and is desirable to the State, and if the State agrees to add such devices to this agreement, then the State shall, by written Option Letter issued to the Local Agency in a form substantially equivalent to Exhibit C, add such devices to this contract.

E. The Local Agency shall perform all maintenance services on an annual basis. The Local Agency's performance of such services shall comply with the same standards that are
currently used by the State for the State's performance of such services, for similar type highways with similar use, in that year, as determined by the State. The State's Regional Transportation Director, or his representative, shall determine the then current applicable maintenance standards for the maintenance services. Any standards/directions provided by the State's representative to the Local Agency concerning the maintenance services shall be in writing. The Local Agency shall contact the State Region office and obtain those standards before the Local Agency performs such services.

Section 6. Record Keeping

The Local Agency shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this contract. The Local Agency shall maintain such records for a period of three (3) years after the date of termination of this contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The Local Agency shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the State and FHWA to inspect the project and to inspect, review and audit the project records.

Section 7. Termination Provisions

This contract may be terminated as follows:

A. This contract may be terminated by either party, but only at the end of the State fiscal year (June 30), and only upon written notice thereof sent by registered, prepaid mail and received by the non-terminating party, not later than 30 calendar days before the end of that fiscal year. In that event, the State shall be responsible to pay the Local Agency only for that portion of the highway Maintenance Services actually and satisfactorily performed up to the effective date of that termination, and the Local Agency shall be responsible to provide such services up to that date, and the parties shall have no other obligations or liabilities resulting from that termination.

Notwithstanding subparagraph A above, this contract may also be terminated as follows:

B. Termination for Convenience. The State may terminate this contract at any time the State determines that the purposes of the distribution of moneys under the contract would no longer be served by completion of the project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.

C. Termination for Cause. If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this contract, the State shall thereupon have the right to terminate this contract for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the
Local Agency under this contract shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Local Agency shall be obligated to return any payments advanced under the provisions of this contract.

Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the contract by the Local Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.

If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency’s action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the contract had been terminated for convenience, as described herein.

D. Termination Due to Loss of Funding. The parties hereto expressly recognize that the Local Agency is to be paid, reimbursed, or otherwise compensated with federal and/or State funds which are available to the State for purposes of contracting for the Project provided for herein, and therefore, the Local Agency expressly understands and agrees that all its rights, demands and claims to compensation arising under this contract are contingent upon availability of such funds to the State. In the event that such funds or any part thereof are not available to the State, the State may immediately terminate or amend this contract.

Section 8. Legal Authority

The Local Agency warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the Local Agency to its terms. The person(s) executing this contract on behalf of the Local Agency warrants that such person(s) has full authorization to execute this contract.

Section 9. Representatives and Notice

The State will provide liaison with the Local Agency through the State’s Transportation, Safety, Maintenance and Operations (TSM&O) Director, 4201 E. Arkansas Avenue, Third Floor, Denver Colorado 80222. Said Region Director will also be responsible for coordinating the State’s activities under this contract and will also issue a "Notice to Proceed" to the Local Agency for commencement of the Work. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the State’s TSM&O Division and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either party may from time to time designate in writing new or substitute representatives.

If to State:
Nitin Deshpande
Traffic Signal Program Manager
CDOT ITS Branch

If to the Local Agency:
Kent Moorman
Traffic Engineer
City of Thornton
Section 10. Successors

Except as herein otherwise provided, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 11. Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Section 12. Governmental Immunity

Notwithstanding any other provision of this contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

Section 13. Severability

To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

Section 14. Waiver

The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Section 15. Entire Understanding

This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal,
addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

Section 16. Survival of Contract Terms

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

Section 17. Modification and Amendment

This contract is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

A. Amendment

Either party may suggest renegotiation of the terms of this contract, provided that the contract shall not be subject to renegotiation more often than annually, and that neither party shall be required to renegotiate. If the parties agree to change the provisions of this contract, the renegotiated terms shall not be effective until this Contract is amended/modified accordingly in writing. Provided, however, that the rates will be modified in accordance with applicable cost accounting principles and standards (including sections 24-107-101, et seq., C.R.S. and implementing regulations), and be based on an increase/decrease in the “allowable costs” of performing the Work. Any such proposed renegotiation shall not be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved by the State Controller or delegatee. Any such rate change will go into effect on the first day of the first month following the amendment execution date.

B. Option Letter

a. The State may increase or decrease the quantity of goods/services described in Exhibit A at the same unit prices (rates) originally established in the contract. The State may exercise the option by written notice to the Local Agency in a form substantially equivalent to Exhibit C.

b. As a result of increasing/decreasing the locations, the State may also unilaterally increase/decrease the maximum amount payable under this contract based upon the unit prices (rates) originally established in the contract and the schedule of services required, as set by the terms of this contract. The State may exercise the option by providing a fully executed option to the Local Agency, in a form substantially equivalent to Exhibit C, immediately upon signature of the State Controller or an authorized delegate. The Option Letter shall not be deemed valid until signed by the State Controller or an authorized
delegate. Any such rate change will go into effect on the first day of the first month following the option letter execution date.

C. State Encumbrance Letter
The State may encumber the funds up to the maximum amount allowed during a given fiscal year by unilateral execution of an encumbrance letter in a form substantially equivalent to Exhibit D. The State shall provide a fully executed encumbrance letter to the Local Agency after execution. Delivery/performance of the goods/services shall continue at the same rate and under the same terms as established in the contract.

Section 18. Disputes
Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract, which is not disposed of by agreement, will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the contract in accordance with the Chief Engineer’s decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Section 19. Does not supercede other agreements
This contract is not intended to supercede or affect in any way any other agreement (if any) that is currently in effect between the State and the Local Agency for other “maintenance services” on State Highway rights-of-way within the jurisdiction of the Local Agency. Also, the Local Agency shall also continue to perform, at its own expense, all such activities/duties (if any) on such State Highway rights-of-ways that the Local Agency is required by applicable law to perform.

Section 20. Subcontractors
The Local Agency may subcontract for any part of the performance required under this contract, subject to the Local Agency first obtaining approval from the State for any particular subcontractor. The State understands that the Local Agency may intend to perform some or all of the services required under this contract through a subcontractor. The Local Agency agrees not to assign rights or delegate duties under this contract (or subcontract any part of the performance required under the contract) without the express, written consent of the State; which shall not be unreasonably withheld. Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns.
Section 21. Statewide Contract Management System

If the maximum amount payable to Local Agency under this contract is $100,000 or greater, either on the Effective Date or at anytime thereafter, this §Statewide Contract Management System applies.

Local Agency agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of Local Agency performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Local Agency’s performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Local Agency’s performance shall be part of the normal contract administration process and Local Agency’s performance will be systematically recorded in the statewide contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Local Agency’s obligations under this contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Local Agency’s obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the contract term. Local Agency shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Local Agency demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Transportation, and showing of good cause, may debar Local Agency and prohibit Local Agency from bidding on future contracts. Local Agency may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Local Agency, by the Executive Director, upon showing of good cause.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
These Special Provisions apply to all contracts except where noted in italics.

1. CONTROLLER’S APPROVAL. CRS §24-30-202(1). This contract shall not be valid until it has been approved by the Colorado State Controller or designee.

2. FUND AVAILABILITY. CRS §24-30-202(5.5). Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

3. GOVERNMENTAL IMMUNITY. No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

4. INDEPENDENT CONTRACTOR. Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees.

5. COMPLIANCE WITH LAW. Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

6. CHOICE OF LAW. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provisions in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.

7. BINDING ARBITRATION PROHIBITED. The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002-00. State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

9. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-101 and 24-50-507. The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor’s services and Contractor shall not employ any person having such known interests.

10. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. [Not Applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

11. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101. [Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §§8-17.5-102(3)(e), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures or undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §§8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §§8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.

12. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101. Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

Revised 1-1-09
THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

* Persons signing for The Local Agency hereby swear and affirm that they are authorized to act on The Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.

THE LOCAL AGENCY
City of Thornton, Colorado

By: Jack Ethridge
Name of Authorized Individual

Title: City Manager
Official Title of Authorized Individual

*Signature
Date:

2nd The Local Agency Signature if Needed

By: Nancy Vincent
Name of Authorized Individual

Title: City Clerk
Official Title of Authorized Individual

*Signature
Date:

3rd The Local Agency Signature if Needed

By: Margaret Emerich
Name of Authorized Individual

Title: City Attorney
Official Title of Authorized Individual

*Signature
Date:

ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. The Local Agency is not authorized to begin performance until such time. If The Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay The Local Agency for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:

Colorado Department of Transportation

Date: 

Page 11 of 11
SCOPE OF WORK

Traffic Maintenance

List of Traffic Control Locations:
1. I-25 at 120th Avenue (SH 128), Eastside
2. I-25 at 120th Avenue (SH 128), Westside
3. I-25 at Thornton Parkway, Eastside
4. I-25 at Thornton Parkway, Westside
5. I-25 at 84th Avenue, Eastside
6. I-25 at 84th Avenue, Westside
7. State Highway 44 (104th Avenue at McKay Road)
8. State Highway 44 (104th Avenue at Riverdale Road)
9. State Highway 7 at Washington Street
10. State Highway 7 at 164th/166th Avenue
11. State Highway 7 at York Street

Scope of Work:
- The City shall maintain the traffic signals and associated stop bars, crosswalks and signing at the intersection locations listed above.
- Any reconstruction, modification, or improvement initiated by the City or performed as a result of a City project shall be included in the maintenance provided by the City.
- Any reconstruction, modification, or improvement initiated by the State or performed as a result of a State project shall be paid for separately by the State.
- The City shall perform inspections of each location, in all directions, and submit documentation to CDOT annually by October 10th for each year of this contract. Inspection shall include, but not limited to:
  o Each signal lens is operating and visible
  o Signal timing is operating as programmed
  o Controller and cabinet are clean and in good repair
  o Communication to signal is connected and operating
  o Vehicle detection is operating properly
  o All luminaries attached to the signal are operating
  o Visual inspection of signal caissons, bolts, bolt tightening, steel, welds, and attachment hardware
  o Backup power testing
  o Signal conflict monitor testing.
- Any defects, in the items listed above, found at these intersections shall be remedied within 24 hours. Defects and remediation shall be documented and kept on file at the City and copied to CDOT. Any defects not remedied shall incur a price reduction to the next month’s
compensation of $220.00 per signal.

- Structural or electrical defects requiring foundation, pole, cabinet or mast arm replacement shall be the responsibility of CDOT. If the City uses their design standard pole and mast arm, then replacement will be the City’s responsibility. Any deficiencies of this nature shall be documented and brought to the attention of the CDOT traffic signal program manager. All other minor structural defects and minor wiring replacements shall be the responsibility of the City.

The rate/cost schedule:

\[
\begin{align*}
\$220.00 \quad & \text{Rate per signal, per month} \\
\times 11 \text{ Signals} & \\
\$2,420.00 & \text{Total Monthly Cost to maintain Signals} \\
\$2,420.00 & \text{Total Monthly Payment to the Local Agency} \\
\times 12 \text{ months} & \\
\$29,040.00 & \text{Total Annual Not to Exceed Amount} \\
\$29,040.00 & \text{Total Annual Not to Exceed Amount} \\
\times 5 \text{ Years of the Contract} & \\
\$145,200.00 & \text{Total Contract Not to Exceed Amount}
\end{align*}
\]
LOCAL AGENCY ORDINANCE or RESOLUTION
SAMPLE IGA OPTION LETTER
Highway or Traffic Maintenance

Date: | State Fiscal Year: | Option Letter No. | Routing # |

Vendor name: 

1) SUBJECT: (Please choose either A or B below and place in the subject line)
   A. Change in the highway locations and the Maximum Amount Payable.
   B. Change in the traffic locations and the Maximum Amount Payable.

2) REQUIRED PROVISIONS:
   In accordance with Section 17 of contract routing number insert FY, agency code & routing # (Agreement), between the State of Colorado Department of Transportation, and insert Local Agency name the state hereby exercises the option to an increase/decrease in the amount of goods/services at the same rate(s) specified in Exhibit A of the Agreement and in Exhibit A-1, attached hereto.

   The amount of the current Fiscal Year contract value (encumbrance) is increased/decreased by $ amount of change to satisfy the Maintenance Services ordered under the contract for the current fiscal year insert fiscal year, Section 4,C (for Highway Maintenance) or Section 4, D (for Traffic Maintenance) shall be modified to show the annual not to exceed amount to $ amount of new annual encumbrance and the Contract (five-year term) not to exceed amount shall be modified to $ amount of the new five-year maximum.

   The total contract value to include all previous amendments, option letters, etc. is $ insert accumulated/total encumbrance amount.

3) EFFECTIVE DATE:
   The effective date of this Option Letter is upon approval of the State Controller or delegate, whichever is later.

   APPROVALS:
   State of Colorado:
   JOHN W. HICKENLOOPER, GOVERNOR

   By: ____________________________ Date: ____________________________

   Colorado Department of Transportation

   ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Local Agency is not authorized to begin performance until such time. If Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay Local Agency for such performance or for any goods and/or services provided hereunder.

State Controller
Robert Jaros, CPA, MBA, JD

By: ____________________________ (Controller Delegate, Department of Transportation)

Date: ____________________________

Updated: April 2014
Form date: August 16, 2013
ENCUMBRANCE LETTER

1) Encumber fiscal year funding in the contract.

2) PROVISIONS: In accordance with Section 4 C and Exhibit C of the original Contract routing number Orig Routing # between the State of Colorado, Department of Transportation, and Contractor’s Name, covering the term July 1, Year through June 30, Year, the State hereby encumbers funds for the goods/services specified in the contract for fiscal year.

The amount to be encumbered by this Encumbrance Letter is $amount of change. The Total contract (encumbrance) amount, including all previous amendments, option letters, etc. is $Insert New $Amt.

3) EFFECTIVE DATE. The effective date of this Encumbrance Letter is upon approval of the State Controller.

STATE OF COLORADO
John W. Hickenlooper, GOVERNOR
Department of Transportation

By: ____________________________
(For) Donald E. Hunt, Executive Director

Date: __________________________

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: ____________________________
Controller Delegate, Department of Transportation

Date: __________________________

Updated: April 2014

Revised February 24, 2010
COUNCIL COMMUNICATION

Meeting Date: September 9, 2014
Agenda Item: 10A 1–3
Agenda Location: Action Item
Work Plan #: MAE
Legal Review:

1st Reading
2nd Reading

Subject: A resolution consenting to the petitioning for the dissolution of Bramming Farm Metropolitan District No. 2,

A resolution approving the termination of the Intergovernmental Agreement between the City of Thornton and Bramming Farm Metropolitan District No. 2,

A resolution approving the Amended and Restated Service Plan for Bramming Farm Metropolitan District No. 1 and the Intergovernmental Agreement between the City of Thornton and Bramming Farm Metropolitan District No. 1 regarding the Amended and Restated Service Plan for the District.

Recommended by: Jeff Coder
Approved by: Jack Ethredge
Ordinance previously introduced by:

Presenter(s): Karen Widomski, Senior Policy Analyst

SYNOPSIS:

Bramming Farm Metropolitan District No. 2 is requesting that the City consent to the dissolution of District No. 2 and termination of the intergovernmental agreement between the City and District No. 2. Bramming Farms Metropolitan District No. 2 is planning to file a Petition for Dissolution with the District Court subsequent to the City Council meeting. Upon dissolution, Bramming Farm District No. 1 will be the sole metropolitan district serving the entire project. District No. 2’s Plan for Dissolution is attached as Attachment A.

The applicant has also amended the Service Plan and intergovernmental agreement (“IGA”) for Bramming Farm Metropolitan District No. 1 to remove references to District No. 2 and indicate that District No. 1 will serve the whole project. District No. 1 will include the property formerly located in District No. 2.

RECOMMENDATION:

Staff recommends Alternative No. 1, to approve the petitioning for the dissolution of District No. 2, termination of District No. 2’s IGA, and the District No. 1 Amended and Restated Service Plan and IGA because the purposes for which District No. 2 was created are no longer necessary and a single district structure will adequately serve the project in a more cost-efficient manner. The application conforms to Colorado State law, the criteria of Chapter 66 of the City Code, and the City’s Metropolitan District Policy Guidelines.

BUDGET/STAFF IMPLICATIONS:

None.

ALTERNATIVES:

1. Approve the resolutions approving the petitioning for the dissolution of District No. 2, termination of District No. 2’s IGA, and the District No. 1 Amended and Restated Service Plan and IGA.
2. Do not approve the resolutions approving the petitioning for the dissolution of District No. 2, termination of District No. 2’s IGA, and the District No. 1 Amended and Restated Service Plan and IGA. If the City does not consent to the dissolution of District No. 2, District No. 2 would remain in existence, but would no longer serve the purposes for which it was organized. District No. 2 would not provide any services to its service area, and District No. 2 would not finance, construct, or maintain any public improvements within its boundaries.

BACKGROUND (ANALYSIS/NEXT STEPS/HISTORY): (includes previous City Council action)

What is a Metropolitan District?
Title 32 of the Colorado Revised Statutes provides for the creation of a local governmental entity called a special district. A metropolitan district is a type of Title 32 special district that has the authority to issue debt for the construction and maintenance of public improvements, and to impose a mill levy for repayment of that debt.

Analysis
On August 31, 2010, City Council approved the Service Plans for the Districts. Subsequent to election, the Districts were organized in December 2010 as part of a multiple district structure to provide public improvements and services for the commercial and residential project commonly known as Bramming Farm.

At the time of the Districts' organization in 2010, it was contemplated that the Districts would work together to serve the project. Commercial, retail, and office properties were generally to be included in District No. 1, and residential properties were generally to be included in District No. 2. Originally, it was anticipated that the residential and commercial areas of the Districts would have different operation and maintenance funding needs within their boundaries. The Districts believed that having two districts would be the most efficient structure to address those needs. In addition, the Districts planned to enter into intergovernmental agreements with one another to finance their shared operation and maintenance needs, which included the joint operation and maintenance of a detention pond and a roundabout.

However, as development has progressed, the operation and maintenance funding needs of the residential and commercial areas have proven to be less varied than originally contemplated and no longer warrant the complexity of a multiple district structure. As such, the Districts have determined that it is now in the best interest of their current and future electors, taxpayers, and constituents that the multiple district structure be replaced by a single district structure. Instead of incurring the ongoing administrative costs of administering an intergovernmental agreement between the Districts in perpetuity, District No. 1 will finance the operation and maintenance of the shared improvements. The dissolution of District No. 2 will reduce unnecessary overhead administrative costs, will eliminate the need to administer operation and maintenance of the shared improvements through intergovernmental agreements, and will ultimately provide property owners with more cost-efficient management of District affairs through one Board of Directors instead of two.

District No. 2 has no financial obligations and has not issued any bonds. District No. 2 currently does not provide any services. Per District No. 2’s Plan for Dissolution, and the Amended and Restated Service Plan for District No. 1, District No. 1 will assume any and all obligations of District No. 2. District No. 1 will include all of the property previously located in District No. 2 for a total Service Area of 49.5 acres, generally located on the southwest corner of East 128th Avenue and Holly Street.
District No. 1’s total debt issuance limitation will remain unchanged at $10,000,000, in accordance with the original Service Plan for the Districts.

History
On August 28, 2012, Council approved the First Amendment to the IGA for District No. 1 and District No. 2 for the purpose of authorizing the Districts to maintain certain common area improvements.

On July 26, 2011, Council adopted an Ordinance approving the ODP/CSP for the Bramming Farm-Regency Assisted Living Facility.

On April 19, 2011, Council adopted an Ordinance approving the ODP/CSP for the Bramming Farm-North Suburban Medical Center.

The Districts were formed pursuant to the November 2010 organizational election.

The Service Plan and original IGA for each of the Districts were approved by City Council on August 31, 2010.

The property was rezoned from Agricultural (A) to Planned Development on March 9, 2010, as part of the Bramming Farm Planned Development.

The property was originally zoned A-1 on March 26, 1979, by Ordinance No. 864, and was categorically rezoned to Agricultural (A) as part of the City-wide rezoning on January 25, 1993, by Ordinance No. 2230.

The service area of the Districts was annexed into the City by Ordinance No. 842 on November 13, 1978.
Attachment A

DISSOLUTION PLAN FOR BRAMMING FARM METROPOLITAN DISTRICT NO. 2

Bramming Farm Metropolitan District No. 2 ("District No. 2") is currently in the process of obtaining the City of Thornton’s (the “City”) consent to dissolve. As requested by the City, please find below the Dissolution Plan for District No. 2 addressing the statutory requirements governing dissolution outlined in Sections 32-1-701, et seq., C.R.S.

- The Board of Directors of District No. 2 (the "Board") adopted Resolution No. 2014-07-02, dated July 29, 2014, whereby a majority of all members of the Board deemed dissolution to be in the best interest of the District No. 2 and authorized the dissolution of District No. 2.

- The Board of Directors of Bramming Farm Metropolitan District No. 1 ("District No. 1") adopted Resolution No. 2014-07-03, dated July 29, 2014, whereby a majority of the members of its Board deemed dissolution in the best interest of both District No. 1 and District No. 2 and acknowledged the intended dissolution of District No. 2.

- District No. 2 has no financial obligations and has not issued any bonds. District No. 2 will include a current financial statement and certificate with the Petition for Dissolution to be filed with the appropriate District Court. District No. 2 has no assets; accordingly, no plan for final disposition of the assets is necessary. District No. 1 will assume any and all obligations of District No. 2. (Sections 32-1-702(1), (3)(a), C.R.S.).

- District No. 2 currently does not provide any services; therefore, no services will be continued. (Section 32-1-702(1), C.R.S.).

- Upon dissolution, the Board of District No. 2 shall not continue in office. (Section 32-1-702(1), C.R.S.).

- District No. 2 will file a Petition for Dissolution including all required exhibits with the appropriate District Court (the "Petition"). (Section 32-1-702(1), C.R.S.). District No. 2 will request that the District Court set a hearing to be held on the matter within fifty (50) days of the filing of the Petition. (Section 32-1-703(2), C.R.S.). District No. 2 will provide notice in accordance with Sections 32-1-703(1) and (2), C.R.S., and shall mail copies of the Notice of Hearing as required by Section 32-1-703(3), C.R.S.

- Once the District Court issues its Order and Decree Dissolving District (the “Order”), District No. 2 will obtain a certified copy of the Order and record the Order with the Adams County Clerk and Recorder. (Section 32-1-707(5), C.R.S.). Dissolution is final unless the State of Colorado initiates a quo warranto action within 30 days of the Order. (Section 32-1-707(6), C.R.S.).

- As general counsel and official custodian of District No. 2’s records, McGeady Sisneros will retain District No. 2’s records as mandated by the Colorado Revised Statutes.
RESOLUTION

A RESOLUTION CONSENTING TO THE PETITIONING FOR THE DISSOLUTION OF BRAMMING FARM METROPOLITAN DISTRICT NO. 2.

WHEREAS, the Service Plans for Bramming Farm Metropolitan District Nos. 1 and 2 (“the Districts”) were approved by City Council on August 31, 2010; and

WHEREAS, the Intergovernmental Agreements between the City of Thornton and Bramming Farm Metropolitan District Nos. 1 and 2 Regarding the Service Plans for the Districts were originally approved by City Council on August 31, 2010 and amended on August 28, 2012; and

WHEREAS, on or about December 2, 2010, Bramming Farm Metropolitan District No. 1 (“District No. 1”) and Bramming Farm Metropolitan District No. 2 (“District No. 2”) were organized to finance the public improvements required in the approved Overall Development Plan/Conceptual Site Plan for the development known as Bramming Farm; and

WHEREAS, the Districts were originally set up under a multiple district structure because it was anticipated that the residential and commercial areas of the Districts would have different operation and maintenance funding needs within their boundaries and that the Districts would work together to serve the project through intergovernmental agreements; and

WHEREAS, as development has progressed, the operation and maintenance funding needs of the residential and commercial areas have proven to be less varied than originally contemplated and no longer warrant the complexity of a multiple district structure; and

WHEREAS, the Districts have determined that a single district structure will provide more cost-efficient and streamlined management of district affairs, reducing costs to tax payers; and

WHEREAS, the Districts’ Board of Directors have determined that District No. 1 should be the sole metropolitan district serving the Bramming Farm project and will include all property currently located in District No. 2; and

WHEREAS, the Board of Directors of District No. 2 has requested the City consent to the dissolution of District No. 2 since there are no financial obligations or outstanding bonds and District No. 1 will provide all services which District No. 2 was intended to provide; and

WHEREAS, neither the City of Thornton's Metropolitan District Policy nor Chapter 66 of the Thornton City Code prevent a metropolitan district with no financial obligations from dissolving; and
WHEREAS, the City of Thornton's Metropolitan District Policy relies on the provisions of Colorado State law, and District No. 2's intent to file a petition to dissolve is in compliance with Section 32-1-701, et seq., of the Colorado Revised Statutes; and

WHEREAS, the City has determined that the dissolution of District No. 2 will be in the best interest of taxpayers, residents and property owners; and

WHEREAS, District No. 2 will file a Petition for Dissolution to the appropriate District Court.

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

The City hereby consents to the dissolution of the Bramming Farm Metropolitan District No. 2.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Thornton, Colorado, on ________________, 2014.

CITY OF THORNTON, COLORADO

________________________
Heidi K. Williams, Mayor

ATTEST:

________________________
Nancy A. Vincent, City Clerk
RESOLUTION


WHEREAS, the Service Plans for Bramming Farm Metropolitan District Nos. 1 and 2 ("the Districts") were approved by City Council on August 31, 2010; and

WHEREAS, the Intergovernmental Agreements between the City of Thornton and Bramming Farm Metropolitan District Nos. 1 and 2 Regarding the Service Plans for the Districts were originally approved by City Council on August 31, 2010 and amended on August 28, 2012; and

WHEREAS, on or about December 2, 2010, Bramming Farm Metropolitan District No. 1 ("District No. 1") and Bramming Farm Metropolitan District No. 2 ("District No. 2") were organized to finance the public improvements required in the approved Overall Development Plan/Conceptual Site Plan for the development known as Bramming Farm; and

WHEREAS, the Districts were originally set up under a multiple district structure because it was anticipated that the residential and commercial areas of the Districts would have different operation and maintenance funding needs within their boundaries; and

WHEREAS, as development has progressed, the operation and maintenance funding needs of the residential and commercial areas have proven to be less varied than originally contemplated and no longer warrant the complexity of a multiple district structure; and

WHEREAS, the Districts have determined that a single district structure will provide more cost-efficient and streamlined management of district affairs, reducing costs to tax payers; and

WHEREAS, the Districts' Board of Directors have determined that District No. 1 should be the sole metropolitan district serving the Bramming Farm project and will include all property currently located in District No. 2; and

WHEREAS, the Board of Directors of District No. 2 will be filing a Petition for Dissolution to the appropriate District Court and has requested that the City terminate the intergovernmental agreement with District No. 2; and

WHEREAS, pursuant to Section 32 of the Intergovernmental Agreement between the City of Thornton and Bramming Farm Metropolitan District No. 2, the Intergovernmental Agreement may be terminated by a written agreement duly authorized and executed by the City of Thornton and District No. 2.
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF THORNTON, COLORADO, AS FOLLOWS:

1. The Termination of Intergovernmental Agreement between the City of Thornton and Bramming Farm Metropolitan District No. 2, attached hereto and incorporated herein by this reference is hereby approved, but shall not be effective until executed by the City and the District.

2. The City Manager is authorized to sign, and the City Clerk to attest, the attached Termination of Intergovernmental Agreement between the City of Thornton, Colorado, and Bramming Farm Metropolitan District No. 2.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Thornton, Colorado, on __________________, 2014.

CITY OF THORNTON, COLORADO

Heidi K. Williams, Mayor

ATTEST:

Nancy A. Vincent, City Clerk
TERMINATION OF INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF Thornton, Colorado, and
BRAMMING FARM METROPOLITAN DISTRICT NO. 2

This TERMINATION OF INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF THORNTON AND BRAMMING FARM METROPOLITAN DISTRICT NO. 2 (the
"Termination Agreement") is made and entered into this ___ day of __________, 2014, by
and between the CITY OF THORNTON, State of Colorado (the "City"), and BRAMMING
FARM METROPOLITAN DISTRICT NO. 2, a quasi-municipal corporation and political
subdivision of the State of Colorado (the "District"). The City and the District are collectively
referred to herein as the Parties.

RECITALS

WHEREAS, the Parties previously entered into that certain Intergovernmental
Agreement Between the City of Thornton and Bramming Farm Metropolitan District No. 2
Regarding the Service Plan for the District, dated December 13, 2010, as amended by that certain
First Amendment to Intergovernmental Agreement Between the City of Thornton and Bramming
Farm Metropolitan District No. 2 Regarding the Service Plan for the District (collectively, the
"IGA"); and

WHEREAS, the Parties acknowledge that the purposes for which District No. 2 was
created are no longer necessary as Bramming Farm Metropolitan District No. 1 will provide the
public improvements and services anticipated per the IGA; and

WHEREAS, that certain Intergovernmental Agreement Between the City of Thornton
and Bramming Farm Metropolitan District No. 1 Regarding the Amended and Restated Service
Plan for the District dated ______________, 2014, remains in effect; and

WHEREAS, the Board of Directors for District No. 2 has determined that it is in the best
interests of District No. 2 to dissolve; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants
herein, the adequacy of which is hereby acknowledged, the City and District No. 2 agree as
follows:

AGREEMENT

1. Termination of IGA. The Parties agree that District No. 2 has no outstanding
obligations under the IGA. Accordingly, the IGA is hereby terminated and of no further force or
effect as of the date first set forth above.

2. Release. The Parties hereby release each other from any and all liabilities,
obligations or duties that may have arisen or have been contemplated by the IGA. The Parties
each agree not to make any claim against the other with respect to the IGA or the performance or
non-performance of any covenant or condition contained within or contemplated by the IGA.

SIGNATURE PAGE ATTACHED
SIGNATURE PAGE TO TERMINATION AGREEMENT BETWEEN THE CITY OF THORNTON AND BRAMMING FARM METROPOLITAN DISTRICT NO. 2

IN WITNESS WHEREOF, the City and District No. 2 have executed this Termination Agreement as of the date first set forth above.

BRAMMING FARM METROPOLITAN
DISTRICT NO. 2,
a quasi-municipal corporation and political
subdivision of the State of Colorado

By: ______________________
Its: ______________________

ATTEST:

By: ______________________
Its: ______________________

CITY OF THORNTON

Name: Jack Ethredge
Title: City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney
RESOLUTION

A RESOLUTION APPROVING THE AMENDED AND RESTATED SERVICE PLAN FOR BRAMMING FARM METROPOLITAN DISTRICT NO. 1 AND THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF THORNTON AND BRAMMING FARM METROPOLITAN DISTRICT NO. 1 REGARDING THE AMENDED AND RESTATED SERVICE PLAN FOR THE DISTRICT.

WHEREAS, pursuant to the provisions of Chapter 66 of the Thornton City Code and the Special District Act, Part 2 of Article 1, Title 32, C.R.S., a Service Plan and an Intergovernmental Agreement were approved by the City of Thornton on August 31, 2010 for the creation of Bramming Farm Metropolitan District No. 1 (“District No. 1”) along with a Service Plan and Intergovernmental Agreement for the creation of Bramming Farm Metropolitan District No. 2 (“District No. 2”). Collectively, District 1 and District 2 will be referred to as the “Districts”. The Districts' boundaries are wholly within the corporate limits of the City; and

WHEREAS, the Districts were organized on December 2, 2010 to finance the public improvements required in the approved Overall Development Plan/Conceptual Site Plan for the development known as Bramming Farm; and

WHEREAS, the Districts were originally set up under a multiple district structure because it was anticipated that the residential and commercial areas of the Districts would have different operation and maintenance funding needs within their boundaries; and

WHEREAS, as development has progressed, the operation and maintenance funding needs of the residential and commercial areas have proven to be less varied than originally contemplated and no longer warrant the complexity of a multiple district structure; and

WHEREAS, the Districts have determined that a single district structure will provide more cost-efficient and streamlined management of district affairs, reducing costs to tax payers; and

WHEREAS, the Board of Directors of District No. 2 will be filing a Petition for Dissolution to the appropriate District Court so that District No. 1 will be the sole metropolitan district serving the Bramming Farm project; and

WHEREAS, the Amended and Restated Service Plan for District No. 1, modifies the Service Plan for District No. 1 to acknowledge the dissolution of District No. 2, removes all references to the Districts working together to serve the project, and includes the property currently located in District No. 2 into District No. 1’s boundaries; and
WHEREAS, the City and District No. 1 previously entered into an Intergovernmental Agreement on December 13, 2010 which was amended on August 28, 2012; and

WHEREAS, a revised Intergovernmental Agreement between the City and the District has been prepared to replace the previous agreement in accordance with the terms, provisions, and limitations contained in the Amended and Restated Service Plan and to identify the powers granted to the District.

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

1. The City Council determines that the requirements of Chapter 66 and the requirements of Sections 32-1-202(2), 32-1-203(2) and 32-1-204.5, C.R.S. have been satisfied by the Amended and Restated Service Plan and the Intergovernmental Agreement Regarding the Amended and Restated Service Plan for Bramming Farm Metropolitan District No. 1.

2. In accordance with the requirements of Chapter 66 of the City Code, the City Council hereby finds that:
   a. There is sufficient existing and projected need for organized service in the area to be served by the District.
   b. The existing service in the area to be serviced by the District is inadequate for present and projected needs.
   c. The District is capable of providing economical and sufficient service to the area within the District’s boundaries.
   d. The area included within the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

3. In accordance with the requirements of Chapter 66 of the City Code, the City Council also finds that:
   a. The service standards of the District are compatible with the service standards of the City.
   b. The attached Amended and Restated Service Plan will be in the best interests of the area to be served.

4. The City Council’s findings are based solely upon the evidence in the Amended and Restated Service Plan and the City has not conducted any independent investigation of the evidence. The City makes no guarantee as to the financial viability of the District or the achievability of the results.

5. The Amended and Restated Service Plan for Bramming Farm Metropolitan District No. 1 is hereby approved. The terms, provisions, and limitations of
the Amended and Restated Service Plan have been incorporated into the revised Intergovernmental Agreement.

6. The attached Intergovernmental Agreement Regarding the Amended and Restated Service Plan attached hereto and incorporated herein by this reference is hereby approved, but shall not be effective until executed by the City and the District.

7. The City Council’s approval of the Amended and Restated Service Plan and the Intergovernmental Agreement Regarding the Amended and Restated Service Plan is not a waiver or a limitation upon any power, which the City Council is legally permitted to exercise with respect to the property subject to the District.

8. The City Manager is authorized to sign, and the City Clerk to attest, the attached Intergovernmental Agreement Regarding the Amended and Restated Service Plan for the District.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Thornton, Colorado, on ________________, 2014.

CITY OF THORNTON, COLORADO

Heidi K. Williams, Mayor

ATTEST:

Nancy A. Vincent, City Clerk
AMENDED AND RESTATED SERVICE PLAN
FOR
BRAMMING FARM METROPOLITAN DISTRICT NO. 1
CITY OF THORNTON, COLORADO

Prepared
by

McGeady Sisneros, P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203

September 9, 2014

Initials: ______
F. Direct Payment for Public Improvements ............................................................. 11
G. Debt Instrument Disclosure Requirement ............................................................. 11
H. Security for Debt .................................................................................................. 11
I. TABOR Compliance ............................................................................................... 11
J. District’s Operating Costs ..................................................................................... 12

VII. ANNUAL REPORT ............................................................................................. 12
A. General .................................................................................................................. 12
B. Reporting of Significant Events ............................................................................ 12

VIII. DISSOLUTION ................................................................................................... 13
IX. DISCLOSURE NOTICES .................................................................................... 13
X. INTERGOVERNMENTAL AGREEMENT ............................................................ 13
XI. CONCLUSION ..................................................................................................... 14
## LIST OF EXHIBITS

<table>
<thead>
<tr>
<th>EXHIBIT</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>EXHIBIT A-1</td>
<td>Legal Description of District Boundary</td>
</tr>
<tr>
<td>EXHIBIT A-2</td>
<td>Legal Description of Inclusion Area</td>
</tr>
<tr>
<td>EXHIBIT B</td>
<td>Thornton Vicinity Map</td>
</tr>
<tr>
<td>EXHIBIT C-1</td>
<td>District Boundary Map</td>
</tr>
<tr>
<td>EXHIBIT C-2</td>
<td>Inclusion Area Boundary Map</td>
</tr>
<tr>
<td>EXHIBIT D</td>
<td>Intergovernmental Agreement Between the City of Thornton and Bramming Farm Metropolitan District No. 1 Regarding the Amended and Restated Service Plan for the District</td>
</tr>
</tbody>
</table>
I. INTRODUCTION

A. Purpose and Intent.

On August 31, 2010, the City Council of the City of Thornton (the “City”) approved the Service Plan (the “Original Service Plan”) for Bramming Farm Metropolitan District No. 1 (the “District”) and the Service Plan for Bramming Farm Metropolitan District No. 2 (“District No. 2” and collectively, the “Districts”). After an election held on November 2, 2010, the Districts were organized pursuant to Orders of the Adams County District Court dated December 2, 2010.

The Districts were originally organized as part of a multiple district structure, and it was contemplated that the Districts would work together to serve the Project. In order to more efficiently serve the Project, property formerly located in District No. 2 has been included in the boundaries of the District, and District No. 2 is in the process of dissolving. The District has assumed any and all obligations of District No. 2, and the District will continue to serve the Project. The District has determined that it is appropriate to seek approval of this Amended and Restated Service Plan which shall, upon approval, entirely replace and supersede the Original Service Plan.

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 and at a tax mill levy no higher than the Maximum Debt Mill Levy, and/or repaid by Fees as limited by Section V.A.17.

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 pursuant to the Approved Conceptual Site Plan for the property. Operation and maintenance services are allowed through an intergovernmental agreement with the City, attached as Exhibit D.

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 an intergovernmental agreement with the City, to retain only the power necessary to impose and collect taxes or Fees to pay for these costs.

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 the Maximum Debt Mill Levy Imposition Term. 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 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:

Approved Conceptual Site Plan: means a framework development plan as approved by the City pursuant to the City Code 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.

Board: means the board of directors of the District.

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, and/or collect Fee revenue.

City: means the City of Thornton, Colorado.

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

City Council: means the City Council of the City of Thornton, Colorado.
District: means the Bramming Farm Metropolitan District No. 1.

District Boundaries: means the boundaries of the original District area described in the District Boundary Map.

District Boundary Map: means the map attached hereto as Exhibit C-1, describing the District’s original boundaries.

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 is not an End User.

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

Fees: means any fee imposed by the District for services, programs or facilities provided by the District, as described in Section V.A.17 below.

Financial Plan: means the Financial Plan of the District as described in Section VI 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 the District.

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

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

Project: means the development or property commonly referred to as Bramming Farm.

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 that benefit the Service Area and 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 District Boundary Map and the Inclusion Area 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 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.

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

**Total Debt Issuance Limitation**: means the total amount of Debt that the District may issue as set forth in Section V.A.16 below.

### III. BOUNDARIES

The area of the District Boundaries includes approximately Forty-One acres (41) and the total area proposed to be included in the Inclusion Area Boundaries is approximately Forty-Nine and Five Hundred Thirty-Seven Thousandths (49.537) acres. A legal description of the District Boundaries is attached hereto as Exhibit A-1 and a legal description of the Inclusion Area Boundaries is attached hereto as Exhibit A-2. A vicinity map is attached hereto as Exhibit B. A map of the District Boundaries is attached hereto as Exhibit C-1, and a map of the Inclusion Area Boundaries is attached hereto as Exhibit C-2.

### IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately Forty-Nine and Five Hundred Thirty-Seven Thousandths (49.537) acres of commercial and residential land. The area of the District Boundaries includes approximately Forty-One acres (41) of commercial and residential land. The approximate current assessed valuation of the area within the District Boundaries is Seven Hundred Ten Thousand Dollars ($710,000.00) 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 Thousand (1,000) people.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or
any of the exhibits attached thereto, unless the same is contained within an Approved Conceptual Site 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 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.

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 City or other appropriate jurisdiction or owners association in a manner consistent with the Approved Conceptual Site Plan and other rules and regulations of the City and applicable provisions of the City Code. The District shall not be authorized to operate and maintain any part or all of the Public Improvements unless the provision of such operation and maintenance is pursuant to an intergovernmental agreement with the City. The District is required and obligated to operate and maintain park and recreation improvements that are not otherwise being operated and maintained by an owners association. Unless otherwise specified in the intergovernmental agreement, in the form attached as Exhibit D, or as amended in the future, all parks and trails shall be open to the general public free of charge.

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

3. Television Relay and Translation Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Telecommunication Facilities. The District agrees that no telecommunication facilities owned, operated or otherwise allowed by the District shall affect the ability of the City to expand its public safety telecommunication facilities or impair existing telecommunication facilities.

5. 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.
6. **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.

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

8. **Conveyance.** The District agrees to convey to the City, at no cost to the City, any real property owned by the District that is necessary, in the City’s sole discretion, for any City capital improvement projects for transportation, utilities or drainage, upon written notification.

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

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

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

10. **Eminent Domain Limitation.** The District shall not be authorized to utilize the power of eminent domain except as otherwise provided pursuant to an intergovernmental agreement with the City.

11. **Water Rights/Resources Limitation.** The District shall not acquire, own, manage, adjudicate or develop water rights or resources except as otherwise provided pursuant to an intergovernmental agreement with the City.

12. **Inclusion Limitation.** The District shall not include within any of its boundaries any property outside the Service Area without the prior written consent of the City Council. If an Inclusion Area is proposed, the District shall not include within any of its boundaries any property inside the Inclusion Area Boundaries without the prior written consent of the City Council except upon petition of the fee owner or owners of one hundred percent (100%) of such property as provided in Section 32-1-401(1)(a), C.R.S.

13. **Exclusion Limitation.** The District shall not exclude from its boundaries any property within the Service Area without the prior written consent of the City Council. The District shall follow the procedure for exclusion of property as provided in Section 32-1-502, C.R.S.
14. **Overlap Limitation.** Property formerly located in District No. 2 has been included in the boundaries of the District. District No. 2 is scheduled to be dissolved on or before December 31, 2014. Other than this transitional overlap of district boundaries, the District’s Boundaries will not overlap with the boundaries of any other district. 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 unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the District.

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

16. **Total Debt Issuance Limitation.** The District shall not issue Debt in excess of the Total Debt Issuance Limitation, which shall be **Ten Million Dollars ($10,000,000)**; provided, however, that agreements, guarantees and similar obligations entered into by the District that underlie the provision of credit enhancement with regard to the issuance of Debt and any refunding of any Bond, Bonds or Debt shall not count against the Total Debt Issuance Limitation.

17. **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. No Fee related to repayment of debt shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User subsequent to the issuance of a Certificate of Occupancy for said Taxable Property. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the District.

18. **Public Improvement Fee Limitation.** The District shall not impose, collect, receive, spend or pledge to any Debt any fee, assessment, tax or charge which is collected by a retailer in the District on the sale of goods or services by such retailer and which is measured by the sales price of such goods or services, except as provided pursuant to an intergovernmental agreement with the City.

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

20. **Monies from Other Governmental Sources.** The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and be a revenue source for the District without any limitation.
21. **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.

22. **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).

(c) Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and 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. The City shall be entitled to all remedies available at law to enjoin such actions of the District.

23. **Reimbursement Agreement.** If the District utilizes reimbursement agreements to obtain reimbursements from third-party developers or adjacent landowners for costs of improvements that benefit third-party landowners, such agreements shall be done in accordance with City Code. If a reimbursement agreement exists or is entered into for an improvement financed by the District, any and all resulting reimbursements received for such improvement shall be deposited in the District’s debt service fund and used for the purpose of retiring the District’s debt.

24. **Service Plan 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.1-23 or in VI.B-H 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.

B. **Preliminary Engineering Survey.**

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the District, to be more specifically defined in an Approved Conceptual Site 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 Seven Million
Seventy-Two Thousand Six Hundred Seventy-One Dollars ($7,072,671.00).

All of the Public Improvements will be designed in such a way as to assure that
the Public Improvements standards will be compatible with those of the City and shall be in
accordance with the requirements of the Approved Conceptual Site Plan. All construction cost
estimates are based on the assumption that construction conforms 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, Fees 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 and Fees 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., as amended from time to time.

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 eighteen percent (18%). 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 determined as follows:

1. If the total amount of aggregate District’s Debt exceeds fifty percent
(50%) of the District’s assessed valuation, the Maximum Debt Mill Levy shall be fifty (50) mills;
provided that if the method of calculating assessed valuation or any constitutionally mandated
tax credit, cut or abatement is changed by law; 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, 2004, 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. If the total amount of aggregate District’s Debt 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 VI.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.

4. 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.

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 which exceeds forty (40) years after the year of the initial imposition of such mill levy 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, C.R.S., et seq.

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. 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(1), C.R.S., as amended from time to time and as limited by Section V.A. 17-18. In no event shall the debt service mill levy in the District exceed the Maximum Debt Mill Levy or the Maximum Debt Mill Levy Imposition Term, except pursuant to an intergovernmental agreement between the District and the City. If the District receives reimbursement from another governmental or quasi-governmental entity for the costs of planning, designing, acquiring, constructing, installing, relocating and/or redeveloping the Public
Improvements, the District will pledge such reimbursement amounts solely for the repayment of Debt.

F. Direct Payment for Public Improvements.

If any other governmental or quasi-governmental entity pays directly the costs of planning, designing, acquiring, constructing, installing, relocating and/or redeveloping any of the Public Improvements, the amounts of such direct payments will not be included in any Debt issued by the District. The foregoing limitation shall not apply to reimbursement amounts the District may receive as set forth in Section VI.E.

G. 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.

H. Security for Debt.

The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in 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.

I. TABOR Compliance.

The District will comply with the provisions of TABOR. In the discretion of the Board, the District may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the District will remain under the control of the District's Board, and any such entity shall be subject to and bound by all terms, conditions, and limitations of the Service Plan and intergovernmental agreement, attached as Exhibit D.
J. 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 Twenty-Five Thousand Dollars ($25,000.00), 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 Twenty-Five Thousand Dollars ($25,000.00), 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.

VII. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the City Clerk within six months of the close of the fiscal year.

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’s 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 City as of December 31 of the prior year.

7. The 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 statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.

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

11. 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.

VIII. 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 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.

IX. DISCLOSURE NOTICES

The District will use reasonable efforts and due diligence to cause the developer or home builder to provide a written notice of disclosure to all initial purchasers of property in the District that describes the impact of the District mill levy and fees on each residential property along with the purchase contract. The District shall record the notice of disclosure for each property within the District with Adams County at the time the subdivision plat is recorded, or provide the City with a copy of the recorded notice of disclosure if the subdivision plat has already been filed. The notice of disclosure shall include the maximum mill levy that may be assessed and associated taxes that may be imposed on the residential property for each year the District is in existence.

The District will also use reasonable efforts and due diligence to provide information to potential residential buyers by furnishing information describing the key provisions of the approved District to the developer or home builders for prominent display at all sales offices, and by inspecting the sales offices within the District’s boundaries on a quarterly basis to assure the information provided is accurate and prominently displayed. Such information shall include the maximum mill levy and associated taxes and fees that may be imposed on each property for each year the District is in existence and the improvements that are or have been paid for by the District.

X. 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. 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.

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 66-60 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 has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

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

6. The facility and service standards of the District are compatible with the facility and service standards of the City within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.

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

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

9. The creation of the District is in the best interests of the area proposed to be served.
EXHIBIT A-1

Legal Description of District Boundaries – Bramming Farm Metropolitan District No. 1
EXHIBIT A
BRAMMING FARM METRO DISTRICT NO. 1
LGID NO. 66241
SHEET 1 OF 6

LEGAL DESCRIPTION

PARCEL 1 — (ORDER FOR INCLUSION 07/03/13, REC. NO. 2013000057178)

A PARCEL OF LAND BEING A PART OF TRACT C, BRAMMING FARM SUBDIVISION FILING NO. 2 AS
RECORDED UNDER RECEPTION NO. 2011000065765 OF THE RECORDS OF THE ADAMS COUNTY CLERK
AND RECORDER, BEING LOCATED IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 1 SOUTH,
RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID TRACT C AND CONSIDERING THE NORTH LINE
OF THE NORTHEAST QUARTER OF SAID SECTION 31, BEING MONUMENTED AS SHOWN ON THE ATTACHED
EXHIBIT TO BEAR NORTH 89°13'59" EAST, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE
THERETO;

THENCE NORTH 89°13'59" EAST, ALONG THE NORTHERLY LINE OF SAID TRACT C, A DISTANCE OF 530.69
FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF HUDSON STREET AS DEDICATED BY
BRAMMING FARM SUBDIVISION AS RECORDED UNDER RECEPTION 2010000088146 OF THE RECORDS OF
THE ADAMS COUNTY CLERK AND RECORDER, BEING LOCATED IN THE NORTHEAST QUARTER OF SECTION
31, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS,
STATE OF COLORADO;

THENCE SOUTH 00°19'01" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 247.84
FEET;

THENCE SOUTH 89°40'59" WEST, A DISTANCE OF 265.30 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00°19'01" EAST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 89°40'59" WEST, A DISTANCE OF 265.30 FEET TO THE WEST LINE OF SAID BRAMMING
FARM SUBDIVISION FILING NO. 2;

THENCE NORTH 00°20'01" WEST ALONG SAID WEST LINE, A DISTANCE OF 20.00 FEET;

THENCE NORTH 89°40'59" EAST, A DISTANCE OF 265.30 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 5,306 SQUARE FEET, OR 0.122 ACRES, MORE OR LESS.

TOGETHER WITH,

PARCEL 2 — (ORDER FOR INCLUSION 09/02/11, REC. NO. 2011000056901)

TRACT B,
BRAMMING FARM SUBDIVISION,
COUNTY OF ADAMS,
STATE OF COLORADO;

CONTAINING A CALCULATED AREA OF 181,721 SQUARE FEET, OR 4.172 ACRES, MORE OR LESS;

TOGETHER WITH,

Manhard
CONSULTING
Professional Engineers & Land Surveyors
7442 South Tucson Way, Suite 100-A Centennial, Colorado 80112 (303) 726-6520
EXHIBIT A
BRAMMING FARM METRO DISTRICT NO. 1
LGID NO. 66241
SHEET 2 OF 6

LEGAL DESCRIPTION CONTINUED ....

PARCEL 3 — (ORDER FOR INCLUSION 10/30/12, REC. NO. 2012000081659)

A PORTION OF TRACT C, BRAMMING FARM SUBDIVISION FILING NO. 2, AS RECORDED IN THE ADAMS COUNTY, COLORADO, CLERK & RECORDERS OFFICE, AT RECEPTION NO. 201100085765, SITUATED IN THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 67 WEST, OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF TRACT C, BRAMMING FARM SUBDIVISION FILING NO. 2;

THENCE SOUTH 00°19'01" EAST ALONG THE EAST LINE OF SAID TRACT C AND ALONG THE WEST R.O.W. LINE OF HUDSON STREET, A DISTANCE OF 247.84 FEET;

THENCE SOUTH 89°40'59" WEST, A DISTANCE OF 265.45 FEET;

THENCE NORTH 00°19'01" WEST, A DISTANCE OF 245.76 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT C AND THE SOUTH R.O.W. LINE OF EAST 128TH AVENUE;

THENCE NORTH 89°13'59" EAST ALONG SAID NORTH LINE OF TRACT C AND ALONG SAID SOUTH R.O.W. LINE, A DISTANCE OF 265.45 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 65,512 SQUARE FEET, OR 1.5039 ACRES, MORE OR LESS.

TOGETHER WITH,

PARCEL 4 — (ORDER FOR INCLUSION ____________ REC. NO. ____________)

A PARCEL OF LAND BEING A PART OF TRACT C, BRAMMING FARM SUBDIVISION FILING NO. 2 AS RECORDED UNDER RECEPTION NO. 201100085765 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, BEING LOCATED IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID TRACT C AND CONSIDERING THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 31, BEING MONUMENTED AS SHOWN ON THE ATTACHED EXHIBIT TO BEAR NORTH 89°13'59" EAST, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 89°13'59" EAST, ALONG THE NORTHERLY LINE OF SAID TRACT C, A DISTANCE OF 530.69 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF HUDSON STREET AS DEDICATED BY BRAMMING FARM SUBDIVISION AS RECORDED UNDER RECEPTION 2011000858146 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, BEING LOCATED IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO;

THENCE SOUTH 00°19'01" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 247.84 FEET TO THE POINT OF BEGINNING;
EXHIBIT A  
BRAMMING FARM METRO DISTRICT NO. 1  
LGID NO. 66241  
SHEET 3 OF 6  

LEGAL DESCRIPTION CONTINUED ....

THENCE ALONG THE RIGHT OF WAY LINES OF SAID HUDSON STREET AND EAST 126TH AVENUE THE FOLLOWING NINE (9) COURSES:

1) CONTINUING SOUTH 00'19'01" EAST A DISTANCE OF 524.72 FEET TO A POINT OF CURVATURE;
2) ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 04'41'45", A RADIUS OF 86.00 FEET, AN ARC LENGTH OF 7.05 FEET, THE CHORD OF WHICH BEARS SOUTH 02'01'52" WEST, A DISTANCE OF 7.05 FEET TO A POINT OF TANGENCY;
3) SOUTH 04'22'44" WEST A DISTANCE OF 51.20 FEET TO A POINT OF CURVATURE;
4) ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 45'59'16", A RADIUS OF 36.00 FEET, AN ARC LENGTH OF 28.89 FEET, THE CHORD OF WHICH BEARS SOUTH 27'22'20" WEST, A DISTANCE OF 28.12 FEET TO A POINT OF REVERSE CURVATURE;
5) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 191'21'59", A RADIUS OF 79.00 FEET, AN ARC LENGTH OF 263.86 FEET, THE CHORD OF WHICH BEARS SOUTH 45'9'01" EAST, A DISTANCE OF 157.22 FEET TO A POINT OF REVERSE CURVATURE;
6) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 45'9'03", A RADIUS OF 36.00 FEET, AN ARC LENGTH OF 28.90 FEET, THE CHORD OF WHICH BEARS NORTH 61'59'31" EAST, A DISTANCE OF 28.13 FEET TO A POINT OF TANGENCY;
7) NORTH 84'59'14" EAST A DISTANCE OF 51.20 FEET TO A POINT OF CURVATURE;
8) ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 4'41'45", A RADIUS OF 86.00 FEET, AN ARC LENGTH OF 7.05 FEET, THE CHORD OF WHICH BEARS NORTH 87'20'07" EAST, A DISTANCE OF 7.05 FEET TO A POINT OF TANGENCY;
9) NORTH 89'40'59" EAST A DISTANCE OF 510.75 FEET TO A POINT ON THE EASTERLY LINE OF SAID TRACT C;

THENCE SOUTH 00'19'01" EAST, ALONG SAID EAST LINE, A DISTANCE OF 594.96 FEET TO THE NORTHEAST CORNER OF LOT 2, BLOCK 1 IN SHADOW RIDGE MIDDLE SCHOOL NO. 9 SUBDIVISION, FILED AT RECEPTION NO. 200700046950 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, BEING LOCATED IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO;

THENCE ALONG THE NORTH AND WEST LINE OF SAID LOT 2, BLOCK 1 FOR THE FOLLOWING 2 COURSES:

1) THENCE SOUTH 89'40'44" WEST, A DISTANCE OF 135.00 FEET;
2) THENCE SOUTH 00'19'01" EAST, A DISTANCE OF 175.00 FEET TO THE SOUTH LINE OF SAID TRACT C;

THENCE SOUTH 89'40'44" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1082.52 FEET TO THE SOUTHWEST CORNER OF SAID TRACT C;
EXHIBIT A
Bramming Farm Metro District No. 1
LGID No. 66241
Sheet 4 of 6

Legal Description Continued....

THENCE NORTH 00°20'01" WEST, ALONG THE WESTERLY LINE OF SAID TRACT C, A DISTANCE OF 1451.37 FEET;

THENCE NORTH 89°40'59" EAST, A DISTANCE OF 338.81 FEET TO A POINT ON A NON-TANGENT CURVE;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 60°47'38", A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 53.05 FEET, THE CHORD OF WHICH BEARS SOUTH 85°45'43" EAST, A DISTANCE OF 50.60 FEET TO A POINT ON A NON-TANGENT LINE;

THENCE NORTH 89°40'59" EAST, A DISTANCE OF 121.36 FEET;

THENCE NORTH 00°19'01" WEST, A DISTANCE OF 24.02 FEET;

THENCE NORTH 89°40'59" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING,

CONTAINING A CALCULATED AREA OF 1,266,303 S.F., OR 29.070 ACRES, MORE OR LESS.

I, JAMES M. ROAKE, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

JAMES M. ROAKE, P.L.S. 37898
FOR AND ON BEHALF OF MANHARD CONSULTING LLC.
EXHIBIT A-2

Legal Description of Inclusion Area Boundaries

A PARCEL OF LAND BEING A PART OF LOT 1, EASTLAKE SUBDIVISION AS RECORDED IN BOOK 1, PAGE 30 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDED, SAID PARCEL BEING LOCATED IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF THORNTON, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 31 AND CONSIDERING THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 31 TO BEAR SOUTH 00°19'01" EAST WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 00°19'01" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 31, A DISTANCE OF 30.24 FEET;

THENCE SOUTH 89°40'59" WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00°19'01" EAST, A DISTANCE OF 1569.83 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 2, BLOCK 1, SHADOW RIDGE MIDDLE SCHOOL NO. 9 SUBDIVISION AS RECORDED UNDER RECEPTION NO. 2007000046950 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE ALONG THE NORTHERLY AND WESTERLY LINES OF SAID LOT 2, BLOCK 1 THE FOLLOWING TWO (2) COURSES:

1. SOUTH 89°40'44" WEST, A DISTANCE OF 175.00 FEET;
2. SOUTH 00°19'01" EAST, A DISTANCE OF 175.00 FEET TO THE NORTHERLY LINE OF LOT 1, BLOCK 1, OF SAID SHADOW RIDGE MIDDLE SCHOOL NO. 9 SUBDIVISION;

THENCE SOUTH 89°40'44" WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 1082.52 FEET TO A POINT ON THE EASTERLY LINE OF DEER RUN PLANNED UNIT DEVELOPMENT, A SUBDIVISION PLAT RECORDED IN FILE 14 AT MAP 980 UNDER RECEPTION NO. 1983020454096 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE NORTH 00°20'01" WEST, ALONG SAID EASTERLY LINE AND ALONG SAID EASTERLY LINE EXTENDED NORTHERLY, A DISTANCE OF 1735.04 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 1, EASTLAKE SUBDIVISION;
EXHIBIT A-2

Legal Description of Inclusion Area Boundaries (continued)

THENCE NORTH 89°13'59" EAST, PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1258.07 FEET TO THE POINT OF BEGINNING,

CONTAINING A CALCULATED AREA OF 2,157,820 SQUARE FEET, OR 49.537 ACRES, MORE OR LESS.
EXHIBIT B

Thornton Vicinity Map
EXHIBIT C-1

District Boundary Map
EXHIBIT A
BRAMMING FARM METRO DISTRICT NO. 1
LGID NO. 66241
SHEET 5 OF 6

N 1/4 COR. SEC. 31
FOUND 3.25" A.C.
L.S. 13213 RANGE BOX

LEGEND:
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT

NOTE:
- Denotes Change of Direction Only. This exhibit does not represent a monumented survey; it is intended only to depict the attached legal description.

Manhard Consulting
Professional Engineers & Land Surveyors
7442 South Tucson Way, Suite 190-A Centennial, Colorado 80112 (303) 708-0500
# EXHIBIT A
Bramming Farm Metro District No. 1
LGID No. 66241
Sheet 6 of 6

## Curve Table

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EXHIBIT C-2

Inclusion Area Boundary Map
INCLUSION AREA FOR
BRAMMING FARM
METROPOLITAN DISTRICT
NO. 1

A PART OF LOT 1, EASTLAKE SUBDIVISION
LOCATED IN THE EAST HALF OF SECTION 31, TOWNSHIP 1 SOUTH,
RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF THORNTON, COUNTY OF ADAMS, STATE OF COLORADO

INCLUSION AREA

2,157,820 S.F. ±
49.537 AC ±

SHADOW RIDGE MIDDLE SCHOOL NO. 9 SUBDIVISION
EXHIBIT D

Intergovernmental Agreement Between the City of Thornton and Bramming Farm Metropolitan District No. 1 Regarding the Amended and Restated Service Plan for the District
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF THORNTON AND BRAMMING FARM METROPOLITAN DISTRICT NO. 1 REGARDING THE AMENDED AND RESTATED SERVICE PLAN FOR THE DISTRICT

This INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF THORNTON AND BRAMMING FARM METROPOLITAN DISTRICT NO. 1 REGARDING THE AMENDED AND RESTATED SERVICE PLAN FOR THE DISTRICT (the “Agreement”) is made and entered into as of this ______ day of _______, 2014, by and between the CITY OF THORNTON, State of Colorado (the “City”) and the BRAMMING FARM METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The City and the District are collectively referred to as the “Parties.”

RECITALS

WHEREAS, the District was organized in 2010 to provide those services and to exercise those powers more specifically set forth in the District’s Service Plan, as approved by the City on August 31, 2010 (the “Original Service Plan”), and amended and superseded in its entirety by the District’s Amended and Restated Service Plan, as approved by the City on __________________, 2014 (the “Service Plan”); and

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

WHEREAS, the City and the District entered into that certain Intergovernmental Agreement Between the City of Thornton and Bramming Farm Metropolitan District No. 1 Regarding the Service Plan for the District dated as of December 13, 2010, as amended by that certain First Amendment to Intergovernmental Agreement Between the City of Thornton and Bramming Farm Metropolitan District No. 1 Regarding the Service Plan for the District dated September 4, 2012 (together, the “IGA”); and

WHEREAS, pursuant to Section 32 of the IGA, the Parties may amend the IGA by a written agreement duly authorized and executed by the Parties without amendment to the Service Plan; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to amend the IGA; and

WHEREAS, the City and the District each desire to amend and restate the IGA as more fully set forth herein; and

WHEREAS, this Agreement, upon execution, shall entirely replace and supersede the IGA.
NOW THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. Except for those certain improvements identified on Exhibit A attached hereto and incorporated herein and depicted on Exhibit B attached hereto and incorporated herein (the “District Maintained Improvements”), which the City agrees that the District shall own and maintain, the District shall dedicate the Public Improvements, as defined in the Service Plan, to the City or other appropriate jurisdiction or owners association in a manner consistent with the Approved Overall Development Plan/Conceptual Site Plan and other rules and regulations of the City and applicable provisions of the City Code. Except for the District Maintained Improvements, the District shall not be authorized to operate and maintain any other portion of the Public Improvements without the consent of the City except park and recreation improvements. The District is required and obligated to operate and maintain park and recreation improvements within the District Boundaries that are not otherwise being operated and maintained by an owners association, and all parks and trails shall be open to the general public free of charge.

2. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services without a modification of this Agreement by the Parties. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation. 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 without a modification of this Agreement by the Parties, except for the installation of conduit as a part of a street construction project.

4. Telecommunication Facilities. The District agrees that no telecommunication facilities owned, operated or otherwise allowed by the District shall affect the ability of the City to expand its public safety telecommunication facilities or impair existing telecommunication facilities.

5. 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.

6. Zoning and Land Use Requirements. The District agrees that it shall be subject to all of the City’s zoning, subdivision, building code and other land use requirements.
7. **Growth Limitations.** The District acknowledges that the City shall not be limited in implementing Council or voter approved growth limitations, even though such actions may reduce or delay development within the District and the realization of District revenue.

8. **Conveyance.** The District agrees to convey to the City, at no cost to the City, any real property owned by the District that is necessary, in the City's sole discretion, for any City capital improvement projects for transportation, utilities, or drainage, upon written notification.

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

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

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

10. **Eminent Domain.** The District agrees not to use eminent domain powers for any real property without a modification of this Agreement by the Parties.

11. **Water Rights/Resources.** The District agrees not to acquire, own, manage, adjudicate or develop water rights or resources without a modification of this Agreement by the Parties.

12. **Inclusion Limitation.** The District agrees not to include within any of its boundaries any property outside the Service Area without the prior written consent of the City Council. If an Inclusion Area is proposed, the District agrees not to include within any of its boundaries any property inside the Inclusion Area Boundaries without the prior written consent of the City Council except upon petition of the fee owner or owners of one hundred percent (100%) of such property as provided in Section 32-1-401(1)(a), C.R.S.

13. **Exclusion Limitation.** The District agrees not to exclude from its boundaries any property within the Service Area without the prior written consent of the City Council. The District also agrees to follow the procedure for exclusion of property as provided in Section 32-1-502, C.R.S.

14. **Overlap Limitation.** Property formerly located in Bramming Farm Metropolitan District No. 2 (“District No. 2”) has been included into the District. District No. 2 is scheduled to be dissolved on or before December 31, 2014. Other than this transitional overlap of district boundaries, the District’s Boundaries will not overlap with the boundaries of any other district.
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 unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the District.

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

16. **Total Debt Issuance.** The District shall not issue Debt in excess of the Total Debt Issuance Limitation.

17. **Direct Payment for Public Improvements.** If any other governmental or quasi-governmental entity pays directly the costs of planning, designing, acquiring, constructing, installing, relocating and/or redeveloping any of the Public Improvements, the amounts of such direct payments will not be included in any Debt issued by the District. If the District receives reimbursement from another governmental or quasi-governmental entity for the costs of planning, designing, acquiring, constructing, installing, relocating and/or redeveloping the Public Improvements, the District will pledge such reimbursement amounts solely for the repayment of Debt.

18. **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. No Fee related to repayment of debt shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User subsequent to the issuance of a Certificate of Occupancy for said Taxable Property. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the District.

19. **Public Improvement Fee Limitation.** The District shall not impose, collect, receive, spend or pledge to any Debt any fee, assessment, tax or charge which is collected by a retailer in the District on the sale of goods or services by such retailer and which is measured by the sales price of such goods or services, without a modification of this Agreement by the Parties.

20. **Sales and Use Taxes.** The District shall not exercise its City sales and use tax exemption.

21. **Monies from Other Governmental Sources.** The District agrees not to apply for or accept Conservation Trust Funds, Great Outdoors Colorado Trust Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for without a modification of this Agreement by the Parties. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the district without any limitation.
22. **Consolidation.** The District shall not file a request with any Court to consolidate with another Title 32 district without prior approval of the City Council as evidenced by a resolution after a public hearing thereon.

23. **Bankruptcy.** 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 and 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. The City shall be entitled to all remedies available at law to enjoin such actions of the District.

24. **Reimbursement Agreements.** If the District utilizes reimbursement agreements to obtain reimbursements from third-party developers or adjacent landowners, for costs of improvements that benefit third-party landowners, such agreements shall be done in accordance with City Code. All reimbursements shall be deposited in the District’s debt service fund and used for the purposes of retiring the District’s debt.

25. **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 dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

26. **Disclosure to Purchasers.** The District will use reasonable efforts and due diligence to cause the developer or home builders to provide a written notice of disclosure to all initial purchasers of property in the District that describes the impact of the District mill levy and fees on each residential property along with the purchase contract. The District shall record the notice of disclosure for each property within the District with Adams County at the time the plat is recorded, or provide the City with a copy of the recorded notice of disclosure if the plat has already been filed. The notice of disclosure shall include the maximum mill levy that may be
assessed and associated taxes that may be imposed on the residential property for each year the District is in existence.

27. Disclosure to Potential Residential Buyers. The District will also provide information to potential residential buyers by furnishing information describing the key provisions of the approved District to the developer or home builders for prominent display at all sales offices and by inspecting the sales offices within the District’s boundaries on a quarterly basis to assure the information provided is accurate and prominently displayed. Such information shall include the maximum mill levy and associated taxes and fees that may be imposed on each property for each year the District is in existence and the improvements that are or have been paid for by the District.

28. Service Plan Amendment Requirement. Actions of the District which violate the limitations set forth in V.A.1-23, V.B., or VI.B-H of the Service Plan shall be deemed to be material modifications to the Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

29. 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 determined as follows:

(a) If the total amount of aggregate District Debt exceeds fifty percent (50%) of the District’s assessed valuation, the Maximum Debt Mill Levy shall be fifty (50) mills; provided that if the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement is changed by law; 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, 2004, 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.

(b) If the total amount of aggregate District Debt 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.

(c) For purposes of the foregoing, once Debt has been determined to be within Section VI.C.2 of the Service Plan, 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.

30. **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 which exceeds forty (40) years after the year of the initial imposition of such mill levy 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, C.R.S.; et seq.

31. **Notices.** All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:  
Bramming Farm Metropolitan District No. 1  
c/o McGeady Sisneros  
450 E. 17th Avenue, Suite 400  
Denver, CO 80203  
Attn: MaryAnn McGeady  
Phone: 303-592-4380  
Fax: 303-592-4385  
Email: mmcgeady@mcgeadysisneros.com

To the City:  
City of Thornton  
9500 Civic Center Drive  
Thornton, CO 80229  
Attn: City Development Department  
Phone: 303-538-7295  
Fax: 303-538-7373

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

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

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

34. **Default/Remedies.** Upon the occurrence of any event of breach or default by either party, the non-defaulting party shall provide written notice to the other party. The defaulting party shall immediately proceed to cure or remedy such breach or default, and in any event, such breach or default shall be cured within 15 days after receipt of the notice. Following the cure period in the event of a breach or default of this Agreement by either Party, the non-defaulting Party shall be entitled to exercise all remedies available by law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys’ fees.

35. **Governing Law and Venue.** This agreement shall be governed and construed under the laws of the State of Colorado.

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

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

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

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

40. **Annual and Continued Five Year Review.** The District shall submit an annual report to the City in every year following the year in which the Order and Decree creating the District has been issued until the year following the dissolution of the District. Such annual report shall be submitted no later than six (6) months after the close of the District’s fiscal year and shall include information as provided by City Code. The District shall submit an application every five years for a finding of reasonable diligence in accordance with section 32-1-1101.5 of the Special District Act to the City.
41. **No Liability of City.** The City has no obligation whatsoever to construct any improvements that the District is required to construct, or pay any debt or liability of the District including any bonds.

42. **Paragraph Headings.** Paragraph headings are inserted for convenience of reference only.

43. **Defined Terms.** Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to the Service Plan.
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above.

BRAMMING FARM METROPOLITAN
DISTRICT NO. 1,
a quasi-municipal corporation and political subdivision of the State of Colorado

By: ________________________
Its: ________________________

ATTEST:
By: ________________________
Its: ________________________

CITY OF THORNTON

Name: Jack Ethredge
Title: City Manager

ATTEST:
__________________________
City Clerk

APPROVED AS TO FORM:

__________________________
City Attorney
EXHIBIT A
IMPROVEMENTS TO BE MAINTAINED BY DISTRICT

Detention Pond Improvements as shown on Exhibit B

Landscaping in Round-About as shown on Exhibit B, (Round-About itself is owned and maintained by City, landscaping within Round About will be maintained by District)

Monument Signage and Landscaping as shown on Exhibit B

**Any landscaping to be maintained by the District may include, but not be limited to, irrigation systems, water and electric meters and lines, lighting, plant and plant material and art work, any structures as may be necessary and appurtenant to the landscaping design, repair and maintenance.
EXHIBIT B
DEPICTION AND LOCATION OF IMPROVEMENTS TO BE MAINTAINED BY DISTRICT

(SEE MAP ATTACHED)