

**MEADOWBROOK CROSSING METROPOLITAN DISTRICT**

**AMENDED  
SERVICE PLAN**

**EL PASO COUNTY, COLORADO**

**August 3, 2017**

Prepared by:

Susemihl, McDermott & Cowan, P.C.  
Peter M. Susemihl  
660 Southpointe Suite 210  
Colorado Springs, CO 80906  
719-579-6500  
psusemihl@smmclaw.com

APPLICANT:

Meadowbrook Crossing LLC  
Att: Danny Mientka  
90 S. Cascade Avenue  
Suite 1500  
Colorado Springs, CO 80903  
719-448-4034

CONSULTANTS:

Sherman & Howard-Bond Counsel  
Blake Jordan  
33 17<sup>th</sup> Street  
Suite 3000  
Denver, CO 80202  
(O) 1-303-499-3838

Thomas and Thomas Planning  
614 North Tejon Street  
Colorado Springs, CO 80903  
719-578-8777

Kiowa Engineering  
1604 S. 21<sup>st</sup> Street  
Colorado Springs, CO 80904  
719-473-0232

CTL-Thompson, Inc.  
5240 Mark Dabling Blvd.  
Colorado Springs, CO 80918  
719-528-8300

LSC Transportation Consultants, Inc.  
545 E. Pikes Peak Avenue  
Suite 210  
Colorado Springs, CO 80903  
719-633-2826

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## **EXHIBITS**

- A. Maps and Legal Descriptions
  - 1. Vicinity Map and Initially Included Property Map
  - 2. Legal Descriptions of Initially Included Properties
- B. Development Summary
- C. Infrastructure Capital Costs
- D. Financial Plan
- E. Annual Report and Disclosure Form

Based on the district boundary map and legal descriptions, the district also consists of commercial properties. These commercial properties were not included in the debt service portions of the financial summary. Revise the financial summary accordingly to reflect.

Eliminate "proposed" in reference to the District here and throughout.

**SUMMARY**

The following is a summary of general information regarding the proposed District provided for the convenience of the reviewers of this Service Plan. Please note that the following information is subject in all respects to the more complete descriptions contained elsewhere in this Service Plan.

Proposed District: Meadowbrook Crossing Metropolitan District ("District")

Property Owners: Meadowbrook Crossing LLC

this is not the combined acreage of all parcels identified on boundary map and legal descriptions. Revise accordingly

Developers: Meadowbrook Crossing LLC

Description of Development:

Approximately 32 acres in eastern El Paso County to consist of 114 residential units with an average value of \$350,000

Should there be a description of the commercial valuation?

Proposed Improvements to be Financed: Water lines, waste water lines, roads, traffic control, storm drainage and drainage facilities.

Proposed Ongoing Services: None

Infrastructure Capital Costs: Approximately \$4,776,000

Maximum Debt Authorization: \$10,000,000

Proposed Debt Mill Levy: 50 Mills.

Proposed O & M Mill Levy: 5 Mills.

Proposed Special Purpose Mill Levy: 0 Mills

Proposed Maximum Mill Levy: 55 mills.

Proposed Fees: None

Since this is an amendment, there should be something that tells the reader what the amendment is.

## DEFINITIONS

**The following terms are specifically defined for use in this Service Plan, for specific definitions of terms not listed below please also refer to the El Paso County Special District Policies, the El Paso County Land Development Code and Colorado Revised Statutes, as may be applicable.**

Additional Inclusion Areas: None contemplated at this time.

Annual Report and Disclosure Statement: means the statement of the same name required to be filed annually with the Board of County Commissioners.

Board: means the board of directors of the District.

Board of County Commissioners: means the Board of County Commissioners of El Paso County.

Conventional Representative District: A Title 32 district in which all property owners and residents may participate in district elections.

County: means El Paso County, Colorado

Debt: means bonds or other obligations for the payment of which the District has promised to impose an *ad valorem* property tax mill levy without such promise being subject to annual appropriation.

Developer Funding Agreement: An agreement of any kind executed between a special district and a Developer as this term is specifically defined below, including but not limited to advance funding agreements, reimbursement agreements or loans to the special district from a Developer, where such an agreement creates an obligation of any kind which may require the special district to re-pay the Developer. The term "Developer" means any person or entity (including but not limited to corporations, venture partners, proprietorships, estates and trusts) that owns or has a contract to purchase undeveloped taxable real property located within the boundaries of the special district. The term "Developer Funding Agreement" shall not extend to any such obligation listed above if such obligation has been converted to Debt issued by the special district to evidence the obligation to repay such Developer Funding Agreement, including the purchase of such Debt by a Developer.

Development Services Department ~~administering the development regulations~~ The department of the County formally charged with administering the development regulations of the County.

District: means the Meadowbrook Crossing Metropolitan District as described in this Service Plan.

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.

Gallagher Adjustment: means an allowed adjustment to the Maximum Debt Service Mill Levy, Maximum Operational Mill Levy, or Maximum Special Mill Levy intended to offset the effect of adjustments to the ratio between market value and assessed value of taxable property within the District that would cause a reduction in the revenue otherwise produced from such Maximums based on the ratio between market value and assessed value as of January 1 in the year in which the District's organizational election is held.

Initial District Boundaries: means the initial boundaries of the District as described in Exhibit A.

Local Public Improvements: means facilities and other improvements which are or will be dedicated to the County or another governmental or quasi-governmental entity for substantially public use, but which do not qualify under the definition of Regional Public Improvements. Examples would include local streets and appurtenant facilities, water and sewer lines which serve individual properties and drainage facilities that do not qualify as reimbursable under adopted drainage basin planning studies.

Material Modification: has the meaning described in Section 32-1-207, C.R.S., as it may be amended from time to time.

Maximum Combined Mill Levy: The maximum combined Gallagher-adjusted ad valorem mill levy the District may certify against any property within the District for any purposes.

Maximum Debt Authorization: means the maximum principal amount of Debt that the District may have outstanding at any time, which under this Service Plan is \$10,000,000.

Maximum Debt Service Mill Levy: The maximum Gallagher-adjusted ad valorem mill levy the District may certify against any property within the District for the purpose of servicing any Debt incurred by or on behalf of the District.

Maximum Operational Mill Levy: The maximum Gallagher-adjusted ad valorem mill levy the District may certify against any property within the District for the purposes providing revenues for ongoing operation, maintenance, administration or any other allowable services and activities other than the servicing of Debt. This Maximum

Operational Mill Levy is exclusive of any Maximum Special Mill Levy which might be



separately authorized.

Maximum Special Purpose Mill Levy: means maximum Gallagher-adjusted ad valorem mill levy which is allowed in addition to the allowable Maximum Debt Service Mill Levy and the Maximum Operational Mill Levy (*E.g. a special earmarked levy for fire protection or covenant enforcement etc. – identify use within definition*)

Public Improvements: Those improvements constituting Regional Public Improvements and Local Public Improvements collectively.

Public Improvement Fee: means any privately-imposed transaction-based charge on property within the boundaries of the District that is received by the District for application to authorized District purposes.

Regional Public Improvements: Facilities and other improvements which are or will be dedicated to the County or another governmental or quasi-governmental entity for substantially public use, and which serve the needs of the region.

Revenue Obligations: means bonds or other obligations not subject to annual appropriation that are payable from a pledge of revenues other than *ad valorem* property taxes.

Service Plan: means this Service Plan for the District.

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.

Underlying Land Use Approvals: means Board of County Commissioners approval of the applicable land use plans that form the basis for the need for the District and its proposed financing plan and/or services. Such approvals may be in the form of one or a combination of Sketch Plans, Generalized Planned Unit Development (PUD) Development Plans, site-specific PUD plans, or subdivision plans.

Perhaps this title can include "Background" or a Background subset to provide the background information (dates) about the approval of the original service plan, district formation, annexation of the additional properties, and what is being amended (infrastructure costs, mills, etc..)

**III. INTRODUCTION**

**A. Overall Purpose and Intent**

"was created". The date of creation should be included along with reference to the approval date of the original plan.

The Meadowbrook Crossing Metropolitan District will be created pursuant to Title 32 Colorado Revised Statutes. The District is an independent unit of local government, separate and distinct from the County, and, except as may otherwise be provided for by State or local law or this Service Plan, their activities are subject to review by the County 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 various Public Improvements necessary and appropriate for the development of a project within the unincorporated County to be known as "Meadowbrook Crossing" (the "Project"). The Public Improvements will be constructed 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. This is a Conventional Representative District.

**B. Need for the District**

There are currently no other governmental entities, including the County, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

**C. County Objectives in Forming the District**

The County recognizes this District as an independent quasi-municipal entity which is duly authorized for the purposes and functions identified in the Service Plan. Future County involvement in the affairs of the District will generally be limited to functions as required by the Colorado Revised Statutes, reporting and disclosure functions, determinations as to compliance with the limits as set forth in this Service Plan or any conditions attached to its approval, as well as additional activities or relationships as may be stipulated in any intergovernmental agreements which may be entered in to between the District and the County in the future.

In approving this Service Plan the objectives of the County include an intent to allow the applicant reasonable access to public tax-exempt financing for reasonable costs associated with the generally identified Public Improvements and to allow the applicant the ability to prudently obligate future property owners for a reasonable share of the repayment costs of the Public Improvements which will benefit the properties within this District.

In approving this District as a Conventional Representative District, it is also an objective of the County to maximize opportunities for full representative participation on the part of future eligible electors. However, because many of the critical financing decisions will be made prior to the existence of resident electors, it is the further intent of the County to accommodate and allow for reasonable and constructive ongoing notice to future property owners of the probable

financial impacts associated with owning property within the District.

#### **D. Specific Purposes -Facilities and Services**

The District is authorized to provide the following facilities and services, both within and without the boundaries of the District as may be necessary:

1. WATER – Design and construction of the necessary water lines to connect to the Cherokee Metropolitan District together with necessary easements and appurtenant facilities. All improvements will be dedicated to Cherokee Metropolitan District.

2. WASTEWATER – Design and construction of the necessary wastewater lines to connect to the Cherokee Metropolitan District together with necessary easements and appurtenant facilities. All improvements will be dedicated to Cherokee Metropolitan District.

3. STREET IMPROVEMENTS AND SAFETY PROTECTION - Design and construction of arterial and collector street improvements and related safety protection devices including, but not limited to, bridges, fencing, trails, lighting, landscaping, traffic and safety controls and devices. Streets are to be dedicated to El Paso County and will be maintained by the County. All improvements not dedicated to El Paso County shall be owned and maintained by an entity authorized by the Board of County Commissioners. Private improvements located in the public right-of- way will be subject to separate license agreements authorized by the Board of County Commissioners.

Should local classification roads be included?

4. DRAINAGE – Design and construct all necessary drainage facilities including detention ponds, culverts, pipes, channels, swales, and weirs in accordance with the County drainage plan including the Drainage Criteria Manual Volume 2, Post-construction Best Management Practices, which facilities are to be dedicated to El Paso County for maintenance.

#### **E. OTHER POWERS.**

1. Amendments. The District shall have the power to amend this Service Plan as needed, subject to appropriate statutory procedures as set forth in Section 32-1-207, C.R.S.;

2. Authority to Modify Implementation of Financing Plan and Public Infrastructure. Without amending this Service Plan, the District may defer, forego, reschedule or restructure the financing and construction of certain improvements and facilities, to better accommodate the pace of growth, resources availability, and potential inclusions of property within the District.

#### **F. Other Statutory Powers.**

The District may exercise such powers as are expressly or impliedly granted by Colorado law, if not otherwise limited by the Service Plan or its conditions of approval.

G. Eminent Domain.

The District may exercise the power of eminent domain or dominant eminent domain only as necessary to further the clear public purposes of the District.

The power of eminent domain and/or dominant eminent domain shall be limited to the acquisition of property that the District intends to own, control or maintain by the District or other governmental entity and is for the material use or benefit of the general public. The term "material use or benefit for the general public" shall not include the acquisition of property for the furtherance of an economic development plan, nor shall it include as a purpose an intent to convey such property or to make such property available to a private entity for economic development purposes. The phrase "furtherance of an economic development plan" does not include condemnation of property to facilitate public infrastructure that is necessary for the development of the Project.

Should the fee amounts be listed here? Maybe not since we would not see them if the plan was not being amended and they may be subject to change.

H. Sales Tax or Public Improvement Fees

The District does not anticipate entering into arrangement with the County or a Public Improvements Company (PIC) for the purpose of accepting sales tax revenues. The District may anticipate creating a separate non-profit development corporation for the purposes of providing design, financing, and construction of municipal infrastructure, and other services and the imposition of fees on certain land sales which fees would be committed to servicing debt.

I. Intergovernmental Agreements (IGAs).

The District is authorized to enter into IGAs to the extent permissible by law.

J. Description of Proposed Boundaries and Service Area.

1. Initial District Boundaries. A vicinity map showing the general location of the District and its boundaries is included as Exhibit A. The legal description of the district boundaries is in Exhibit A.

2. Additional Inclusion Areas. Additional inclusion areas are not anticipated in addition to the initially included properties.

3. Extraterritorial Service Areas. The District does not anticipate providing services to areas outside of the Initial District Boundaries.

4. Analysis of Alternatives. The creation of the District will be in the best interests of the property proposed to be served. The District will have the flexibility and statutory powers to provide long-term services to the residents within its boundaries. New Districts have numerous advantages over other vehicles which could be utilized to supply services to this area.

While a Homeowners Association might be set up to provide these services by way of covenants imposed on the real property, an Association may lack both the financing ability, the flexibility and the longevity that would be provided by the District. Additionally, an Association would not possess certain of the statutory powers that are allowed to the District.

Adequate municipal services for the development are not expected to be made available through any other county, municipality or quasi-municipal corporation. This should be urban residential densities.

Insofar as the development consists of proposed rural residential densities within its boundaries, there should be an entity separate from the developer to finance the cost of public improvements on a long-term basis. A publicly controlled district with an elected board of directors, versus a Homeowners Association or any private Utility Company, would be the most capable of providing these municipal services.

Capitalize

Although there is municipal debt to be authorized, the developer/owner will supply the credit enhancements needed for the initial debt or will purchase the initial bonds to be issued. limited tax general obligation debt will be issued as is justified by the assessed valuation. In addition there will be a mill levy cap not to exceed 40 mills.

This has been increased to 55 mills.

5. Material Modifications/Service Plan Amendment. Material modifications of this Service Plan shall, at a minimum, trigger the need for prior approval of the Board of County Commissioners at an advertised public hearing and may require a need for a complete re-submittal of an amended Service Plan along with a hearing before the County's planning commission. For the purpose of this Service Plan the following changes shall be considered material modifications:

a. Any change in the basic services provided by the District, including the addition of any types of services not authorized by this Service Plan.

b. Any other matter which is now, or may in the future, be described as a material modification by the Special District Act.

c. Imposition of a mill levy in excess of any of the Maximum Mill Levies as authorized in this approved Service Plan.

d. Issuance of Debt in excess of the Maximum Debt Authorization authorized in this Service Plan

e. Issuance of any Debt with a maturity period of greater than thirty (30) years, from the date of issuance of such Debt.

f. Creation of any sub-districts as contemplated in the Special District Act.

g. Inclusion into the District of any property over five (5) miles from the combined area of the Initial District Boundaries and the Additional Inclusion Areas unless explicitly contemplated in this Service Plan.

h. Receipt of a Public Improvement Fee unless authorized by this Service Plan.

#### IV. DEVELOPMENT ANALYSIS

##### A. Existing Developed Conditions.

At the present time there are no public improvements within the District boundaries and there is no population.

##### B. Total Development at Project Buildout

At complete project build-out, development within the District is planned to consist of 114 detached single family residential units. The prices of homes in the project are expected to average \$350,000 in year 2017 dollars.

##### C. Development Phasing and Absorption

Absorption of the project is projected to take approximately 3 years, beginning in 2018 and is further described in the Development Summary Table found at Exhibit B.

##### D. Status of Underlying Land Use Approvals

Preliminary Plan and Final Plat Land Use Applications are under review by El Paso County Planning & Community Development (PCD). Public Hearings before the El Paso County Planning Commission and Board of County Commissioners are anticipated to be complete by September 30, 2017.

\$4,776,000

#### V. INFRASTRUCTURE SUMMARY

Attached as Exhibit C is an analysis of the Infrastructure Capital Costs for the identified Public Improvements which are anticipated to be required within this District. A general description of the categories of Public Improvements is included in Exhibit C of this Service Plan. The total costs of the Public Improvement are estimated to be approximately \$3,300,000, in year 2017 dollars. It is estimated that the District will finance approximately \$2,600,000 of this amount, but the amount ultimately financed by the District will be subject to the Maximum Authorized Debt limit.

Is this number accurate? This was the original amount.

All Public Improvements will be designed and constructed in accordance with the standards of the governmental entity to which such Public Improvements will be dedicated (including, with respect to storm sewer and drainage facilities, the applicable NPDES standards), and otherwise in accordance with applicable El Paso County standards. The composition of specific Public Improvements will be determined in connection with applicable future land use and development



approvals required by El Paso County rules and regulations.

## **VI. FINANCIAL PLAN SUMMARY**

### **A. Financial Plan Assumptions and Debt Capacity Model.**

Attached at Exhibit D is a summary of development assumptions, projected assessed valuation, description of revenue sources (including applicable mill levies and fees) and expenses for both operations and debt service, and an overall debt capacity model associated with projected future development of the Project. The model demonstrates that the District is capable of providing sufficient and economic service within the Project and that the District has or will have the financial ability to discharge the District's Debt on a reasonable basis. The financial model attached as Exhibit D is an example of the manner in which the District may finance the Public Improvements.

The specific structure for financing the Public Improvements shall be determined in the discretion of the Board of Directors of the District, subject to the limitations set forth in this Service Plan.

### **B. Maximum Authorized Debt.**

The District is authorized to issue Debt up to \$10,000,000 million in principal amount. This amount is necessary in order to cover future inflationary costs and to have a cushion in the case additional public improvements are required.

### **C. Maximum Mill Levies.**

1. Maximum Debt Service Mill Levy. The Maximum Debt Service Mill Levy shall be determined as follows:

This statement is confusing. Reads like there is wording missing.

a. For the portion of any aggregate Debt which exceeds 50% of the District's assessed valuation, the Maximum Debt Service Mill Levy for such portion of Debt shall be fifty (50) mills, subject to Gallagher Adjustment. The 50 mill cap as applied in 2016 as it is intended that the cap be expressed as the 7.96% residential assessment ratio.

b. For the portion of any aggregate Debt which is equal to or less than 50% of the District's assessed valuation, either on the date of issuance or at any time thereafter, and with the consent of the Board of County Commissioners evidenced by Resolution, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Service 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, to the extent an amount of Debt has been determined to be within subsection b above, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, such District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in such District's Debt to assessed ratio. All Debt issued by the Districts must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

2. Maximum Operational Mill Levy. The Maximum Operational Mill Levy Cap shall be five (5) mills, subject to Gallagher Adjustment.

3. Maximum Special Purpose Mill Levy Cap. The Maximum Special Purpose Mill Levy is 0 Mills.

4. Maximum Combined Mill Levy. The Maximum Combined Mill Levy is 55 Mills, subject to Gallagher Adjustment.

D. Maximum Maturity Period For Debt.

The period of maturity for issuance of any Debt (but not including Developer Funding Agreements) shall be limited to no more than thirty (30) years without express, prior approval of the Board of County Commissioners. Such approval, although required, is not considered to be a Material Modification of the Service Plan which would trigger the need to amend said Service Plan. However, the District is specifically authorized to refund or restructure existing Debt so long as the period of maturity for the refunding or restructured Debt is no greater than 30 years from the date of the issuance thereof.

E. Developer Funding Agreements.

The Developer does intend to enter into Developer Funding Agreements with the District in addition to recovery of the eligible costs associated with creation of this District. It is anticipated that in the formative years the District will have shortfalls in funding its capital costs and monthly operations and maintenance expenses. The Developer may fund these obligations for the District to promote the Project's development subject to the Developer being repaid from future District revenues.

Developer Funding Agreements may allow for the earning of simple interest thereon, but under no circumstances shall any such agreement permit the compounding of interest. The Developer Funding Agreements may permit an interest rate that does not exceed the prime interest rate plus two points thereon.

The maximum term for repayment of a Developer Funding Agreement shall be twenty (20) years from the date the District becomes obligated to repay the Developer Funding Agreement under the associated contractual obligation. For the purpose of this provision, Developer Funding Agreements are considered repaid once the obligations are fully paid in cash or when converted to bonded indebtedness of the District (including privately placed bonds). Any extension of such term is considered a Material Modification and must be approved by the Board of County Commissioners.

Required disclosure notices shall clearly identify the potential for the District to enter into obligations associated with Developer Funding Agreements.

F. Privately Placed Debt Limitation.



Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows: We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

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

G. Revenue Obligations. The District shall also be permitted to issue Revenue Obligations in such amount as the District may determine. Amounts issued as Revenue Obligations are not subject to the Maximum Debt Authorization.

**VII. OVERLAPPING TAXING ENTITIES, NEIGHBORING JURISDICTIONS AND INTERGOVERNMENTAL AGREEMENTS**

A. Overlapping Taxing Entities.

The directly overlapping taxing entities and their respective Year 2016 mill levies are as follows:

El Paso County	7.589 mills	
El Paso County Road and Bridge	.033 mills	.33?
School District No. 11	34.365 mills	
School District No. 11	6.513 mills	
Pikes Peak Library District	3.957 mills	
Cimarron Hills Fire Protection	15.286 mills	
<b>Total</b>	<b>67.743 mills</b>	<b>68.04?</b>

The total mill levy including the proposed levy to be certified by this District is 122.743 mills.

It is not anticipated that there will be any financial impacts to these entities.

123.04?

B. Neighboring Jurisdictions.

The following additional taxing and or service providing entities include territory within three miles of the Initial District Boundaries:

Pikes Peak Library District  
Southeast Water Conservancy District

SCHOOL DISTRICTS:  
FALCON D49, HARRISON D2, WIDEFIELD D3, COLORADO SPRINGS D11, ELLICOTT D22  
OTHER DISTRICTS  
CONSTITUTION HEIGHTS, CENTRAL MARKSHEFFEL

El Paso County Conservancy District

There will be no adverse financial impacts to these entities.

**VIII. DISSOLUTION**

A. Dissolution. Upon an independent determination of the Board of County Commissioners that the purposes for which the District was created have been accomplished, the District agrees to the dissolution of the District, 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.

B. Administrative Dissolution. The District shall be subject to administrative dissolution by the Division of Local Government as set forth in Section 32-1-710, C.R.S.

**IX. COMPLIANCE**

A. An Annual Report and Disclosure Form will be required and submitted as described in C.R.S. 32-1-207(3)(d) and as further articulated by the Board of County Commissioners.

B. Material Modifications of this Service Plan shall be subject to the provisions contained in Section 32-1-207, C.R.S., relating to approvals and notices thereof.

**X. MISCELLANEOUS.**

The following is additional information to further explain the functions of the District:

A. Special District Act.

The contemplated municipal services are under the jurisdiction of the Special District Act and not the Public Utilities Commission.

B. Disclosure to Prospective Purchasers.

After formation of the District, and in conjunction with final platting of any properties within the proposed District, the applicable Board of Directors of the District shall prepare a notice acceptable to the Planning and Community Development Department Staff informing all purchasers of property within the District of the District's existence, purpose and debt, taxing, and other revenue-raising powers and limitations. Such notice obligation shall be deemed satisfied by recording the notice with this Service Plan and each final plat associated with the Project, or by such other means as the Planning and Community Development Department Services Department approves. Such notice shall be modified to address the potential for future Debt issuance which may be required to meet the obligations associated with loans incurred by the District. In conjunction with subsequent plat recordings, Development Services Department staff is authorized to administratively approve updates of the disclosure

form to reflect current information.

C. Local Improvements.

Prior to the financing of Local Public Improvements, and if required by County policy uniformly applied, agreements shall be in place to prevent a loss of sales tax revenue from sales of construction materials which would otherwise accrue to the County.

D. Service Plan not a Contract.

The grant of authority contained in this Service Plan does not constitute the agreement or binding commitment of the District enforceable by third parties to undertake the activities described, or to undertake such activities exactly as described.

E. Land Use and Development Approvals.

Approval of this Service Plan does not imply approval of the development of a specific area within the Project, 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. All such land use and development approvals shall be processed and obtained in accordance with applicable El Paso County rules, regulations and policies.

XI. CONCLUSION

It is submitted that this Service Plan for the District establishes that:

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

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

C. The proposed District is capable of providing economical and sufficient service to the Project;

D. The area to be included in the proposed District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

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

F. The facility and service standards of the proposed District are compatible with the facility and service standards of the County;

G. The proposal is in substantial compliance with the County master plan.

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

Susemihl, McDermott & Cowan, P.C.

EXHIBIT A  
MAPS AND LEGAL DESCRIPTIONS



Meadowbrook Crossing Metropolitan District

LGID: 66718

Drawn: June 22, 2017



**EXHIBIT C**  
**ESTIMATED INFRASTRUCTURE CAPITAL COSTS**

**MEADOWBROOK CROSSING  
PUBLIC IMPROVEMENTS SUMMARY  
Revised June 1, 2017**

This Exhibit C is different from the uploaded Exhibit C. This one is accurate.

	Estimate	Per Lot
Design Planning & Engineering	\$200,000.00	\$1,801.80
Soils Engineering	\$48,000.00	
Construction Surveying	\$85,500.00	\$770.27
Earthworks & Excavation	\$305,749.00	\$2,754.50
Roadway Concrete	\$145,000.00	\$1,306.31
Includes curb and gutter, cross pans, squared returns, transitions, pedestrian ramps, common sidewalk, colored median concrete, subgrade preparation, winter protection, and cleanup		
Utility - Water	\$394,739.00	\$3,556.21
Utility - Sanitary Sewer	\$392,933.00	\$3,539.94
Utility - Natural Gas	\$34,200.00	
Utility - Electric	\$154,800.00	\$1,394.59
Utility - Telephone	\$28,000.00	\$252.25
Asphalt Paving	\$420,000.00	\$3,783.78
Includes asphalt paving, subgrade preparation, and manhole & valve adjustments		
Sand Creek Channel Improvements	\$1,348,000.00	
Roadway Landscaping	\$625,000.00	\$5,630.63
Includes irrigation and sound wall fence		
Erosion Control	\$35,000.00	\$315.32
Installation, Maintenance, & Inspection		
Materials Testing & Pavement Design	\$25,000.00	\$225.23
Street Signs & Striping	\$10,000.00	\$90.09
Traffic Control	\$7,000.00	\$63.06
Permitting	\$6,500.00	\$58.56
Includes Storm water Discharge Permit		
Agency & Utility Agency Review & Inspection	\$25,000.00	\$225.23
Includes Cherokee Metro District, & El Paso County		
Construction Supervision	<u>\$258,000.00</u>	<u>\$2,324.32</u>
Sub Total	\$4,548,421.00	\$39,898.43
Contingency @ 5%	<u>\$227,421.05</u>	<u>\$1,994.92</u>
<b>Total Estimated Development Costs / Unit Rounded</b>	<b>\$4,775,842.05</b>	<b>\$41,893.35</b> <b>\$42,000.00</b>