CRYSTAL VALLEY METROPOLITAN DISTRICT NO. 2 TOWN OF CASTLE ROCK, COLORADO

2022 ANNUAL REPORT

Pursuant to §32-1-207(3)(c), C.R.S. and the Amended and Consolidated Service Plan, for Crystal Valley Metropolitan District No. 2 (the "**District**") dated November 21, 2001, as amended (the "**Service Plan**") the District is required to submit an annual report to the Town of Castle Rock, Colorado (the "**Town**") with regard to the following matters:

For the year ending December 31, 2022, the District makes the following report:

§32-1-207(3) Statutory Requirements

1. Boundary changes made.

There were no boundaries made to the District's boundaries in 2022.

2. Intergovernmental Agreements entered into or terminated with other governmental entities.

The District entered into an Amended and Restated Master Intergovernmental Agreement with Crystal Valley Metropolitan District No. 1 ("District No. 1") and the Town of Castle Rock on June 7, 2022, attached hereto as **Exhibit A**.

The District executed a Termination of District Facilities Construction and Service Agreement with District No. 1 on August 23, 2022, attached hereto as **Exhibit B**.

3. Access information to obtain a copy of rules and regulations adopted by the board.

As of December 31, 2022, the District had not adopted any rules and regulations.

4. A summary of litigation involving public improvements owned by the District.

To our actual knowledge, based on review of the court records in Douglas County, Colorado and the Public Access to Court Electronic Records (PACER), there is no litigation involving the District's public improvements as of December 31, 2022.

5. The status of the construction of public improvements by the District.

Construction of the water tank financed by the Subdistrict continued in 2022.

6. A list of facilities or improvements constructed by the District that were conveyed or dedicated to the county or municipality.

No improvements were conveyed to the County or the Town in 2022.

7. The final assessed valuation of the District as of December 31st of the reporting year.

The 2022 final assessed valuation as certified by the Douglas County Assessor for the District is \$92,100,110.

8. A copy of the current year's budget.

A copy of the 2023 Budget is attached hereto as **Exhibit C**.

9. A copy of the audited financial statements, if required by the "Colorado Local Government Audit Law", part 6 of article 1 of title 29, or the application for exemption from audit, as applicable.

The 2022 Audit has not been completed and will be submitted as a supplemental report upon completion.

10. Notice of any uncured defaults existing for more than ninety (90) days under any debt instrument of the District.

There were no uncured events of default that continued beyond a ninety (90) day period, under any debt instrument.

11. Any inability of the District to pay its obligations as they come due under any obligation which continues beyond a ninety (90) day period.

The District did not experience any inability to pay its obligations as they came due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

Service Plan Requirements

12. A narrative summary of the progress of the District in implementing their service plan for the report year.

The District continues to implement the development schedule as contemplated in the Amended and Consolidated Service Plan.

13. Unless disclosed within a separate schedule to the financial statements, a summary of the capital expenditures incurred by the District in development of public facilities in the report year, as well as any capital improvements or projects proposed to be undertaken in the five (5) years following the report year.

A copy of the District's budget for the year ending December 31, 2022 is attached as **Exhibit C**.

0434.0024: 1339123

14. Unless disclosed within a separate schedule to the financial statements, a summary of the financial obligations of the District at the end of the report year, including the amount of outstanding indebtedness, the amount and terms of any new District indebtedness or long-term obligations issued in the report year, the amount of payment or retirement of existing indebtedness or long-term obligations issued in the report year, the total assessed valuation of all taxable properties within the District as of January 1 of the report year, and the current mill levy of the District pledged to debt retirement in the report year.

For a summary of the financial obligations of the District as of December 31, 2022, see attached **Exhibit C**.

The 2022 assessed valuation of all taxable properties within the District is \$92,100,110.

In 2022, the District imposed 0.750 mills for general operating expenses and 7.250 mills for general obligation bonds and interest.

15. A summary of residential and commercial development that has occurred within the District for the report year.

There is no commercial development in the District. There were 379 Certificates of Occupancy and 205 building permits issued in 2022.

16. A summary of all fees, charges and assessments imposed by the District as of January 1 of the report year.

A copy of the District's current fee resolution is attached as **Exhibit D**. Fees collected during 2022 are indicated in the District's 2022 Audit which will be submitted once completed.

17. Certification of the Board that no action, event, or condition of Section 11.02.060 (Material Modification of Service Plan) of this chapter has occurred in the report year.

The Board of Directors of the District hereby certifies that as of December 31, 2022, and pursuant to the City Resolution No. 2008-51, no action, event or condition has taken place constituting a material modification of the Service Plan.

18. The names, business addresses and phone numbers of all members of the Board and its chief administrative officer and general counsel, together with the date, place and time of the regular meetings of the board.

Linda Sweetman 3998 Old Oaks Street Castle Rock, CO 80104 Telephone: 303-472-7862

0434.0024: 1339123

Carl Smith 5788 Clover Ridge Circle Castle Rock, CO 80104

Brian Bates 4759 Lions Paw St. Castle Rock, CO 80104

Mark Costello 5918 Clover Ridge Circle Castle Rock, CO 80104

Karen Jefferson 4848 Fiadore Lane Castle Rock, CO 80104

General Counsel:

K. Sean Allen, Esq. White Bear Ankele Tanaka and Waldron, Attorneys at Law 2154 E. Commons Ave., Suite 2000 Centennial, CO 80122 Telephone: (303) 858-1800

Regular Meetings:

Date: The first Wednesday of April, June, October and November Place: 2160 Fox Haven Drive, Castle Rock, CO and via teleconference

Time: 5:00 p.m.

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EXHIBIT AAmended and Restated Master Intergovernmental Agreement

AMENDED AND RESTATED MASTER INTERGOVERNMENTAL AGREEMENT

TOWN OF CASTLE ROCK AND CRYSTAL VALLEY METROPOLITAN DISTRICT NOS. 1 AND 2

June 7, 2022

TOWN OF CASTLE ROCK/CRYSTAL VALLEY METROPOLITAN DISTRICT NOS. 1 & 2 MASTER INTERGOVERNMENTAL AGREEMENT

DATE: Julie 7, 2022

PARTIES: TOWN OF CASTLE ROCK ("Town"), a home rule municipal corporation, 100 Wilcox Street, Castle Rock, Colorado 80104.

CRYSTAL VALLEY METROPOLITAN DISTRICT NOS. 1 AND 2, ("Districts") quasimunicipal corporations and political subdivisions of the State of Colorado c/o White Bear Ankele Tanaka & Waldron, 2154 East Commons Ave., Suite 2000, Centennial, Colorado 80122.

RECITALS:

- A. The Districts were organized by order and decree of the Douglas County District Court for the purpose of developing infrastructure to support the extension of urban services to the property now known as the Crystal Valley Ranch PD ("CVR"). Town and Districts entered into Intergovernmental Agreements dated March 3, 1987 (collectively, "Prior IGA") for the purpose of defining the respective obligations of Town and Districts for infrastructure development and the provision of services to CVR. CVR is located within the collective boundaries of the Districts, which lie entirely within the corporate limits of the Town.
- B. As part of the organization of the Districts, the Districts submitted and the Town approved separate Service Plans for each District ("Original Service Plans"). Contrary to the projections in the Original Service Plans, no development within the Districts has taken place and therefore the Districts have not constructed development infrastructure. The CVR development plan approved by the Town on March 22, 2001 is a significant modification to the previous zoning, resulting in a reduction in densities and other changes to the development plan.
- C. As required by the Special District Act and Chapter 11.02 of the Castle Rock Municipal Code, the Districts have submitted an Amended Consolidated Service Plan which was approved by Resolution No. 2001-152 of the Castle Rock Town Council on December 13, 2001 ("Amended Service Plan"). On May 6, 2014, the Town Council approved the First Amendment to Amended Consolidated Service Plan ("First Amendment"), and on June 10, 2020, the Town Council approved the Second Amendment to the Amended Consolidated Service Plan ("Second Amendment") (the Amended Service Plan, the First Amendment, and the Second Amendment are hereafter collectively referred to as the "Service Plan"). The Service Plan reflects current capital development and financial projections for the Districts on a consolidated basis. The Council's approval of the Service Plan was conditioned on the Districts entering into this Master Intergovernmental Agreement, which sets forth, among other things, the parameters of the Districts' authority to finance and construct public improvements.
- D. The constitution and laws of the State of Colorado permit and encourage cooperative efforts by local governmental entities to make the most efficient and effective use of

their powers, responsibilities and resources. Due to the fact that the Districts' boundaries are entirely located within the Town limits, and the Town provides municipal services within the Districts' boundaries, the limitations and restrictions on the exercise by the Districts of the powers and duties granted it under the Special District Act are appropriate and necessary to protect the health, safety and welfare of the residents and citizens of the Town, including the current and future residents of the CVR.

COVENANTS

THEREFORE, in consideration of these mutual promises, the parties agree and covenant as follows:

ARTICLE I DEFINITIONS

1.01 <u>Defined Terms</u>. Unless the context expressly indicates to the contrary, the following words when capitalized in the text shall have the meanings indicated:

Agreement: this Master Intergovernmental Agreement and any amendments and supplements to this Agreement.

Authority: the Plum Creek Wastewater Authority.

Availability of Service or Facilities Charges: those charges permitted to be assessed by the Districts pursuant to §32-1-1006(1)(h), C.R.S., as amended from time to time.

Bonds: bonds, refunding bonds, notes, certificates, debentures, contracts or other evidence of indebtedness or borrowing issued or incurred by the Districts pursuant to law.

Charter: the Home Rule Charter of the Town, as amended.

Code: the Castle Rock Municipal Code, as amended.

C.R.S.: the Colorado Revised Statutes, as amended.

CVR: the real property zoned as the Crystal Valley Ranch Planned Development ("CVPD").

Development Agreements: the Crystal Valley Ranch Development Agreement dated March 22, 2001 between the Town and landowner, recorded on December 12, 2001 at Reception No. 01120401 of the public records of Douglas County, Colorado ("Crystal Valley Ranch Development Agreement"), and the Ridge Estates Annexation and Development Agreement, dated June 16, 2020 between the Town and landowner, recorded June 29, 2020 at Reception No. 2020056847 of the public records of Douglas County, Colorado ("Ridge Estates Development Agreement" and collectively with the Crystal Valley Ranch Development Agreement, the "Development Agreements").

Development Exactions: the fees and charges imposed by Town under the Town Regulations on development, including per unit charges for capital plant investment, such as System Development Fees.

Districts: the Crystal Valley Metropolitan District Nos. 1 & 2, the legal boundaries of which are described in the attached Exhibit 1.

Facilities: the infrastructure prescribed by Town Regulations necessary to furnish Municipal Services to CVR, as further identified in the Service Plan.

Facilities Development Fees: those fees to be imposed and collected by the Districts for connection to Facilities constructed by the Districts, and for the right to use other Facilities of the Districts.

Financial Plan: the financing plan designated as Exhibit G to the Service Plan.

CVR: the real property zoned as the Crystal Valley Ranch Planned Development (PD).

Municipal Services: police and fire protection, water and wastewater, stormwater drainage and detention, parks and recreation, transportation and street maintenance, general administrative services including code enforcement and any other service provided by Town within the municipality under its police powers.

Phasing Plan: the Phasing Plan under Exhibit 3 to the Crystal Valley Ranch Development Agreement and the matrix and notes on the Ridge Estates Planned Development Plan and Zoning Regulations.

Plans: the plans, documents, drawings and specifications prepared by or for the Districts for construction, installation or acquisition of any of the Facilities.

Prior IGA: Intergovernmental Agreements between Town and Districts dated March 3, 1987.

Regional Plant: the Lower East Plum Creek Regional Wastewater Treatment Facility owned and operated by the Authority.

REPD: the real property zoned as the Ridge Estates Planned Development.

SDO: the Special District Oversight ordinance codified in Chapter 11.02 of the Code.

Service Charges: the periodic charges imposed by the Town pursuant to Town Regulations, and billed to ultimate consumers of service provided by the Town to cover the costs of providing such services.

Service Plan: the Amended Consolidated Service Plan for Districts 1 and 2, respectively

dated November 21, 2001, approved by Town Council Resolution No. 2001-152 on December 13, 2001, and as amended by the First Amendment, dated May 6, 2014, and the Second Amendment, dated June 10, 2020.

Special District Act: Article 1, Title 32, C.R.S.

System Development Fees: the charges imposed by Town under Town Regulations as a condition to the right to connect to the municipal water or wastewater system, for the purpose of recovering Town's pro rata capital cost of water or wastewater facilities dedicated to allow such connection, including the component charges currently imposed under 13.12.080 of the Code. A charge or fee imposed under the Town Regulations exclusively for the purpose of the acquisition or development of renewable water resources or a cash payment in lieu of water rights dedication is not considered a System Development Fee under this Agreement.

Town: the Town of Castle Rock, a home rule municipal corporation.

Town Regulations: the Charter, ordinances, resolutions, rules and regulations of the Town, including the Code and the provisions of all zoning, subdivision, public works and building codes, as the same may be amended from time to time, applied on a Town-wide basis. Reference to Town Regulations shall mean the Town Regulations in effect at the time of application.

Water and Wastewater Facilities: the facilities required to: (i) withdraw, treat and distribute potable water; (ii) store and reuse irrigation water; and (iii) collect and treat wastewater.

Certain other terms are defined in the text of the Agreement and shall have the meaning indicated.

1.02 <u>Cross-Reference</u>. Any reference to a section or article number, with or without further description, shall mean such section or article in this Agreement.

ARTICLE II FACILITIES DEVELOPMENT AND MAINTENANCE

- 2.01 <u>Construction of Facilities.</u> Districts have the authority to construct the Facilities for which the development obligation is assigned the developer under the Phasing Plan. The Districts have the authority to finance any of the Facilities, consistent with the Development Agreements and Service Plan. The Districts shall not have the authority to provide other infrastructure without the prior written consent of the Town. The Facilities shall be constructed pursuant to the standards and procedures set forth in the Service Plan, Development Agreements, and the Town Regulations.
- **2.02** Ownership and Maintenance. Except as provided in the Service Plan or as otherwise allowed by the Town, the Districts shall convey the Facilities to the Town upon completion in accordance with the Development Agreements.

- 2.03 <u>Wastewater Treatment</u>. Wastewater treatment facilities for the CVR and REPD will be provided by the Authority at the Regional Plant. The Town, as a member of the Authority, will use its best efforts to insure that the Authority will maintain sufficient capacities at the Regional Plant or other suitable locations for service to developers and homebuilders within the Districts who have paid or will pay the wastewater System Development Fee.
- 2.04 <u>Maintenance</u>. Upon acceptance of the Facilities, Town shall operate maintain, repair and/or replace the Facilities, in order to provide Municipal Services to the CVR and REPD. However, this Agreement shall not restrict or impair the Town from conveying Facilities to a regional authority or other governmental or quasi-governmental agency or authority, provided an equivalent level of maintenance and operation of such Facilities at an equivalent cost is guaranteed by Town, and the Town obtains an opinion of a bond attorney with a nationally-recognized expertise in the area of municipal bonds indicating that the conveyance will not adversely affect the tax-exempt status of any outstanding Bonds of the Districts.
- **2.05** Surety. In recognition of the quasi-municipal nature of the Districts and their financial and taxing powers, Districts may satisfy the requirements under the Town Regulations for posting of financial guarantees to assure the construction and warranty obligations for Facilities by establishing a cash escrow (the "Escrow") in accordance with the following:
- (a) the Escrow shall be established with a title insurance company or financial institution;
- (b) the construction Escrow deposit shall be in the amount prescribed by the Town Regulations;
- (c) District may make progress payments to its contractors from the Escrow construction deposit, provided Town approves the draw request, which approval shall not be unreasonably withheld;
- (d) the construction Escrow deposit may not be drawn down below the amount required for the warranty surety under the Town Regulations;
- (e) the Escrow agreement shall authorize the Town to access the Escrow deposit in the event of a default by Districts for the purpose of undertaking completion or remediation work on the Facilities as more specifically provided under the applicable SIA; and
- (f) the Escrow deposit remaining after expiration of the warranty period and application to remedy unmet warranty obligations, if any, shall be returned to Districts.

In the event that alternative surety arrangements are authorized in the Town Regulations, such provisions shall be available to Districts, notwithstanding the above requirements.

ARTICLE III DEVELOPMENT FEES

3.01 <u>Town Fees</u>. Town will impose and collect Development Exactions within the Districts in accordance with the Town Regulations, subject to the further provisions of the

Development Agreements, including the right of the Districts to recover the Fee Credit, on such terms and conditions as are specified in the Development Agreements.

Service or Facility Charges and Facilities Development Fees (collectively, the "District Fees"), provided that the imposition of such fees shall not in any manner impair or limit the imposition or collection by Town of any Development Exactions, including System Development Fees, within the CVR and REPD. Districts shall collect District Fees directly from the builder or developer. Districts shall have no right or ability to impose any other Development Exactions, other than District Fees, unless otherwise provided in a subsequent agreement between Town and Districts. Districts shall have no right to impose any Service Charges within the CVR and REPD. Nothing in this section shall preclude or impair the Districts' ability to collect ad valorem property taxes, or to collect and impose any other rate, fee, tax, penalty or charge or other source of revenue, which is identified for utilization and application in the Financial Plan.

ARTICLE IV BOND ISSUANCE

- **4.01 Bonds**. Districts shall not issue Bonds, except upon compliance with the following conditions:
- (a) the Bonds are issued in accordance with the applicable provisions and restrictions of the Service Plan, the Special District Act, and other applicable provisions of the laws of the State of Colorado; and
- (b) the Districts are not then required to obtain a Service Plan amendment under either the Special District Act or the SDO (i.e., as of the date of issuance there has not been a material modification to the Service Plan, as amended).

ARTICLE V SERVICE PLAN COMPLIANCE

- 5.01 Generally. The Service Plan contains certain responsibilities, restrictions and limitations on the Districts which may not be separately set forth in this Agreement. Performance of the Service Plan by the Districts is an implied covenant of this Agreement, for which the default and remedies of section 8.05 shall be applicable in the same manner as if expressly set forth in this Agreement.
- 5.02 Service Plan Amendment. The authorization to the Districts under the terms of the Service Plan and this Agreement is given by Town on reliance upon certain development and financial assumptions and projections in the Service Plan. Although these projections and assumptions are based upon the best information available at this time, such assumptions and projections may prove to be materially inaccurate. Accordingly, a Service Plan amendment shall be submitted by Districts to Town for Town review and approval when required under the SDO and Special District Act.

- 5.03 <u>Town Review</u>. Annually, not later than the date Districts are required to submit the annual report under the SDO, the Districts shall furnish to Town an accounting of all actual revenues and expenses, and accumulated reserves for the preceding calendar year, in substantially the same format as the Financial Plan, such that Town can compare the experience of the Districts with the projections in the Financial Plan. Town shall have access to Districts' financial statements, accounting records and other supporting documentation, upon written demand, and at such reasonable times, for the purpose of auditing the financial reports submitted by Districts.
- 5.04 <u>Statutory Review</u>. The review of the Service Plan and the approval of this Agreement shall constitute the first quinquennial review of the Districts' reasonable diligence. The second statutory review of Districts' applications for the quinquennial finding of reasonable diligence under the Special District Act shall take place in 2006, to be completed not later than July 1, 2006.

ARTICLE VI SERVICE PLAN COMPLIANCE

- 6.01 Restrictions on Expansion of Districts' Powers. The parties acknowledge that the Districts were permitted by the Town to be organized solely for the purpose of providing, acquiring, constructing, installing and completing the Facilities and providing or causing to be provided the services authorized pursuant to this Agreement and described in the Service Plan, and for no other purpose. The Districts shall not engage in any activity, purpose, service or function except as stated in this Agreement and in the Service Plan or as reasonably required for the Districts to accomplish such purposes, responsibilities and obligations. Town shall not interfere with the exercise by Districts of any of their lawful powers except as the exercise thereof is specifically limited by this Agreement and the Service Plan.
- 6.02 <u>Extraterritorial Authority</u>. Districts will not engage in any service or activity outside its boundaries (as the same may be modified, from time to time, in accordance with the Service Plan), except as such Facility, service or activity is described in the Service Plan or is necessary to the provision of Facilities or services within its boundaries, or where the Districts have obtained the Town's prior approval.
- 6.03 <u>Change of District Boundaries</u>. The Districts shall neither cause any additional territory outside the boundaries of the CVR and REPD to be included within one or more of the Districts' boundaries, nor permit any territory now included in the CVR and REPD to be excluded from the Districts, without first obtaining Town approval, or unless authorized in the Service.

ARTICLE VII TOWN RESERVED POWERS

7.01 <u>Generally</u>. As a general purpose municipal corporation, the Town adopts and administers policies, rules and regulations, principally through the Town Regulations ("Town Policies"). The approval of the Service Plan or this Agreement shall in no manner restrict the Town Council from applying Town Policies within the CVR and REPD (even though Town Policy may

have an effect of limiting development or making development more costly to the landowner and/or Districts), provided the Town Policy is:

- (a) a lawful exercise of the Town's legislative, quasi-legislative, administrative and/or police powers; and
- (b) not in contravention of express covenants of the Development Agreements, the Service Plan or this Agreement.
- 7.02 <u>No Claims</u>. The Districts shall have no legal or equitable claim against Town as a result of the Town taking or imposing any of the following actions if otherwise a lawful exercise of the Town's powers:
- (a) imposing new Development Exactions or increasing (or decreasing) the levels of existing Development Exactions;
- (b) exercise of its right of eminent domain to acquire private properties in the Districts for public purposes upon the payment of just compensation therefore; and
- (c) acquisition of properties zoned for development in the Districts for park, recreation, open space or other public purpose, pursuant to agreement with the grantor.

ARTICLE VIII GENERAL PROVISIONS

- 8.01 <u>Dissolution of Districts</u>. At such time as all Facilities contemplated under this Agreement and the Service Plan have been acquired, constructed, installed and completed, and upon payment of all Bonds of the Districts, or provision having been made for such payment, the Districts shall, subject to applicable statutory provisions, be dissolved. At the time of such dissolution, all Facilities not previously conveyed to Town shall be so conveyed. Nothing contained in this section shall be deemed to specify an exclusive method for accomplishing dissolution.
- 8.02 <u>Additional Warranties</u>. The parties warrant that each has the full right, power and authority to enter into, perform, and observe this Agreement. Districts disavow as obligor or obligee, any provision or term of any contract or indenture between the Districts and any other special district, which is in contravention of the provision of this Agreement, and Districts stipulate that any such intergovernmental agreement shall be subordinate and subject to the provisions of this Agreement.
- **8.03** Instruments of Further Assurance. The Town and the Districts covenant that they will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered such acts, instruments and transfers as may reasonably be required for the performance of their obligations hereunder.
 - **8.04** Merger. This Agreement supersedes the Prior IGA in their entirety.

- 8.05 <u>Default and Remedies</u>. In the event either party alleges that the other is in default of this Agreement, the non-defaulting party shall first notify the defaulting party in writing of such default and specify the exact nature of the default in such notice. The defaulting party shall have twenty (20) working days from receipt of such notice within which to cure such default before the non-defaulting party may exercise any of its remedies hereunder; provided that:
 - (a) such default is capable of being cured;
 - (b) the defaulting party has commenced such cure within said 20-day period; and
 - (c) the defaulting party diligently prosecutes such cure to completion.

If such default is not of a nature that can be cured in such twenty (20) day period, corrective action must be commenced within such period by the defaulting party and thereafter diligently pursued. In addition to specific remedies provided elsewhere in the Agreement, upon default, the non-defaulting party shall have the right to talce whatever action at law or in equity appears necessary or desirable to enforce the performance and observation of any obligation, agreement or covenant of the defaulting party under this Agreement, or to collect the monies then due and thereafter to become due. In any such legal action, the prevailing party shall be entitled to recover its reasonable attorney's fees and litigation costs from the other party.

8.06 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, addressed as follows:

If to Town:

Town of Castle Rock Attn: Town Attorney 100 Wilcox Street Castle Rock, CO 80104

If to Districts:

Crystal Valley Metropolitan District Nos. 1 & 2

c/o White Bear Ankele Tanaka & Waldron 2154 East Commons Avenue, Suite 2000

Centennial, CO 80122

- **8.07** No Liability of Town. Town shall have no obligation whatsoever to repay any debt or liability of the Districts, including the Bonds.
- **8.08** Notice of Meetings. The Districts shall submit a copy of a written notice of every regular or special meeting of the Districts to the Town Clerk at least three days prior to such meeting.
- **8.09** Assignment. No transfer or assignment of this Agreement or of any rights hereunder shall be made by either party without the prior written consent of the other, which consent shall not be unreasonably withheld.

- **8.10** Amendments. This Agreement may be amended only in writing upon consent of the parties. Amendments shall be approved by resolution of the Town Council of the Town and the resolution of the Board of Directors of the Districts.
- **8.11** Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- 8.12 <u>No Waiver</u>. The waiver or delay of enforcement of one or more terms of this Agreement shall not constitute a waiver of the remaining terms. The waiver or delay in enforcement regarding any breach of this Agreement shall not constitute a waiver of any terms of the Agreement.
- **8.13** Entire Agreement. This Agreement contains the entire agreement of the parties concerning the subject matter and supersedes all prior conversations, proposals, negotiations, understandings, and agreements, whether written or oral.
- **8.14 No Third Party Beneficiary.** This Agreement is made solely for the benefit of the parties and no other parties or persons are intended beneficiaries.

[Signature Pages Follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

	TOWN OF CASTLE ROCK:
	Jason Gray, Mayor ATTEST: Docusigned by: Sisa Anderson Lisa Anderson, Town Clerk
	Approved as to form. Michael J. Hyman, Town Attorney
STATE OF COLORADO)
COUNTY OF DOUGLAS) ss.)
The foregoing instrument was acknowledged b Jason Gray, as the Mayor of the Town of Castle	
Witness my hand and official seal.	
My commission expires: 9/30/2024	_
SHANNON EKLUND NOTARY PUBLIC STATE OF COLORADO Notary ID: 20084033388 My commission expires 9/30/2024	Notation Public DAN#20084033388-879684

DISTRICT:

CRYSTAL VALLEY METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Golorado

Officer of the District

ATTEST:

James J Mill (Aug 12, 2022 10:16 MDT)

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the District

STATE OF COLORADO

COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me this 10 day of 2022, by GREGOR HROWN as the Authorized Officer of Crystal Valley Metropolitan District No. 1.

Witness my hand and official seal.

JOANNE E COLLEY

NOTARY PUBLIC

STATE OF COLORADO

NOTARY ID 20074031101

MY COMMISSION EXPIRES 08/14/2023

My Commission Expires:

DISTRICT:

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

Lichal Sweeting Presedent

ATTEST:

Brian Bates
Brian Bates (Aug 12, 2022 08:55 MDT)

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON Attorneys at Law

General Counsel for the District

STATE OF COLORADO

COUNTY OF Douglas

The foregoing instrument was acknowledged before me this 10th day of August.

2022, by Linds Success, as the Authorized Officer of Crystal Valley Metropolitan District No. 2.

Witness my hand and official seal.

RYAN DANZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204013902

Notary Public

My Commission Expires: 4/16/2024

RESOLUTION NO. 2022-064

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED MASTER INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK AND CRYSTAL VALLEY METROPOLITAN DISTRICT NOS. 1 AND 2

WHEREAS, on December 13, 2001, by Resolution No. 2001-152, the Town Council (the "Town Council") of the Town of Castle Rock, Colorado (the "Town") approved: (i) an Amended Consolidated Service Plan (the "Plan") for Crystal Valley Metropolitan District Nos. 1 and 2 (individually, "District No. 1" and "District No. 2," and, collectively, the "Districts") and (ii) a Master Intergovernmental Agreement between the Town and the Districts (the "MIGA"); and

WHEREAS, subsequent thereto, the Town Council approved the First Amendment to the Plan on May 6, 2014 and the Second Amendment to the Plan on June 10, 2020; and

WHEREAS, in addition, on July 16, 2019, by Ordinance No. 2019-014, the Town Council approved the annexation of certain property to the Town, which property is now zoned as the Ridge Estates Planned Development ("Ridge Estates") and included within the boundaries of District No. 2; and

WHEREAS, the Districts have now requested that the Town Council authorize the execution of a proposed Amended and Restated MIGA (the "Amended MIGA") to account for the First and Second Amendments to the Plan and the annexation of Ridge Estates; and

WHEREAS, Town staff has recommended that the execution of the Amended MIGA be authorized.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO AS FOLLOWS:

Section 1. <u>Approval</u>. The Amended and Restated Master Intergovernmental Agreement between the Town and the Districts is hereby approved in substantially the same form attached as *Exhibit 1*, with such technical changes, additions, modifications, or deletions as the Town Manager may approve upon consultation with the Town Attorney. The Mayor and other proper Town officials are hereby authorized to execute the Agreement by and on behalf of the Town.

PASSED, APPROVED AND ADOPTED this 7th day of June, 2022, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading, by a vote of _7__ for and _0_ against.

ATTEST:	_ ps	TOWN OF CASTLE ROCK
Chisa Anderson		QED Y
Lisa Anderson, Town C	lerk	Jason Gray, Mayor
Approved as to form:	/	Approved as to content:
96)	1	Trish Muller
Michael J. Hyman, Tow	Attorney	Frish Multer, CPA, Finance Director

EXHIBIT BTermination of District Facilities Construction and Service Agreement

TERMINATION OF DISTRICT FACILITIES CONSTRUCTION AND SERVICE AGREEMENT

THIS TERMINATION OF DISTRICT FACILITIES CONSTRUCTION AND SERVICE AGREEMENT ("Termination Agreement") is made and entered into as of the _____ day of August, 2022, by and between Crystal Valley Metropolitan District No. 1 ("District No. 1") and Crystal Valley Metropolitan District No. 2 ("District No. 2"), both of which are quasi-municipal corporations and political subdivisions of the State of Colorado. District No. 1 and District No. 2 shall be collectively referred to herein as the "Districts."

RECITALS

WHEREAS, the Districts operate pursuant to the Amended and Restated Consolidated Service Plan, as approved by the Town Council of the Town of Castle Rock ("Town Council") on November 21, 2001, as amended by that First Amendment to the Amended Consolidated Service Plan, approved on May 6, 2014 by the Town Council, and as further amended by that Second Amendment to the Amended and Restated Consolidated Service Plan, approved on July 21, 2020 by the Town Council (together, the "Service Plan"), which authorizes the Districts to provide certain public improvements and services to the Crystal Valley community; and

WHEREAS, the Districts entered into that certain District Facilities Construction and Service Agreement on June 4, 2002, as amended by that certain First Amendment to District Facilities Construction and Service Agreement, dated February 24, 2012 (together, the "District IGA"), which governs the Districts' respective duties and obligations as to the manner in which Facilities and Services would be provided to the Crystal Valley community in accordance with the Service Plan; and

WHEREAS, the Districts have worked together and coordinated their efforts with respect to all activities, as more fully set forth in the District IGA; and

WHEREAS, District No. 1, as the Operating District under the District IGA, has completed the construction and financing of the Facilities for the Crystal Valley community, has no outstanding indebtedness, and exists solely for operational, maintenance, and administrative functions, and in accordance with Section 32-1-701, *et seq.*, C.R.S., the District No. 1 Board of Directors adopted a resolution to approve the dissolution of District No. 1 and to initiate the dissolution proceedings on August 3, 2022; and

WHEREAS, there will be no disruption in services upon dissolution as the Board of Directors of District No. 2 has determined it is in its best interest to assume the operations, maintenance, and administrative responsibilities within the community, previously provided by District No. 1, and whereby the Facilities and assets District No. 1 owns, if any, will be dedicated and conveyed in accordance with the terms of the District IGA for operation and maintenance; and

WHEREAS, as part of the dissolution process and because District No. 1 has performed each of its terms and conditions in their entirety under the District IGA, the Districts have

determined it to be in their best interests, and the best interests of the property owners and taxpayers of the Districts, to terminate the District IGA in its entirety.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Districts agree as follows:

- 1. <u>Defined Terms</u>. All terms which are not defined herein shall have the same meaning as set forth in the District IGA.
- 2. <u>Effective Date</u>. This Termination Agreement shall be effective ("Effective Date") upon the Douglas County District Court's entry of an order of dissolution for District No. 1.
- 3. <u>Termination of District IGA</u>. The Districts hereby agree to terminate the District IGA. The Districts agree to release each other from all obligations under and claims arising from, and waive any and all claims of, and remedies for, default or breach of, the District IGA as of the Effective Date.
- 4. <u>Indebtedness</u>. The Districts agree that District No. 1 is not obligated to pay for any bonded indebtedness, assessments, or other obligations of District No. 2. District No. 2 represents and agrees that it has not issued or otherwise incurred any debt or multiple fiscal year financial obligation whatsoever that is or could be deemed or construed to be an obligation of District No. 1.
 - 5. Responsibility for Operations, Maintenance, and Administration and Allocation of Assets.
- a. Upon the Effective Date, District No. 2 shall be responsible for the operations and maintenance of the Facilities District No. 2 owns and that have not been dedicated to another entity.
- b. Upon the Effective Date, District No. 2 shall be responsible for any and all administrative services necessary for special districts as required by Colorado law.
- c. District No. 1 hereby assigns to District No. 2 any remaining funds and assets under its control as of December 31, 2022.
- 6. <u>Successors and Assigns</u>. This Termination Agreement shall be binding upon and inure to the benefit of the heirs, legal representatives, successors, and assigns of the Districts.
- 7. <u>No Waiver of Governmental Immunity</u>. Nothing in the District IGA or this Termination Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to either of the Districts, their respective officials, employees, contractors, or agents, or any other person acting on behalf of either District and, in particular, governmental immunity afforded or available to the Districts

pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

8. <u>Counterparts</u>. This Termination Agreement may be executed in counterparts, each of which may be deemed an original, but all of which taken together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document and, upon receipt, shall be deemed originals and binding upon the Districts.

IN WITNESS WHEREOF, Crystal Valley Metropolitan District No. 1 and Crystal Valley Metropolitan District No. 2 have executed this Termination Agreement as of the date first written above.

CRYSTAL	VALLEY	METROI	POLITAN
DISTRICT	NO. 1		

Gregorown (Aug 23, 2022 10:32 MDT)	
Gregg rown (Aug 23, 2022 10:32 MDT)	
President	

James Mill
James Mill (Aug 23, 2022 10:20 MDT)

Secretary

ATTEST:

CRYSTAL VALLEY METROPOLITAN DISTRICT NO. 2

ida Sweetnan

President

ATTEST:

Brian Bates
Brian Bates (Aug 23, 2022 08:26 PDT)

Secretary

EXHIBIT C 2023 Budget

CRYSTAL VALLEY METROPOLITAN DISTRICT NO. 2

2023 BUDGET MESSAGE

Attached please find a copy of the adopted 2023 budget for the Crystal Valley Metropolitan District No. 2 (District).

New in 2023

Crystal Valley Metropolitan District formed a Crystal Valley Metropolitan District No. 2 Subdistrict (Subdistrict) in 2022 to provide partial financing, in cooperation with the Town of Castle Rock, for the construction of an off-site Water Tank and water lines. The Subdistrict is comprised of the Ridge Estates Subdivision only, which will be the only area taxed by the Subdistrict mill levy. Debt was issued in the amount of \$3,600,000.

Budget

The Crystal Valley Metropolitan District No. 2 has adopted a budget for three funds, a General Fund to provide for the payment of general operating expenditures, a Subdistrict Fund to provide for the payment of Subdistrict operating and debt expenditures, and a Debt Service Fund to provide for payments on the general obligation loans.

The primary source of revenue for the District in 2023 will be property taxes. The District intends to impose an 8.000 mill levy on the property within the district for 2023.

Specific Ownership Taxes, collected primarily on vehicle registration fees, are estimated to be 7% of property taxes. The County charges a 1.5% collection fee on all property taxes.

System development fees of \$2,550 are collected from builders prior to the issuance of the building permit. These fees are pledged to the repayment of the District's debt.

The district's accountants have utilized the modified accrual basis of accounting and the budget has been adopted after proper postings, publications, and public hearing. The District has no employees, and all services are contracted.

Operating

Of the 8.000 mill property tax levy, 0.750 mills will be dedicated to the General Fund.

Subdistrict

The Subdistrict issued its Series 2022 bond in the amount of \$3,600,000 on August 23, 2022. The Subdistrict will levy 42.604 mills to be allocated to the Debt Service of the Subdistrict (Ridge Estates only). Due to the cash flow nature of these bonds a debt service schedule is **not** included.

Debt Service

The balance of 7.250 mills will be allocated to the Debt Service Fund. The 2023 debt payment requirements, in the attached debt summary, will primarily be funded by existing debt reserves.

TABOR

In compliance with TABOR, the District anticipates having an ending fund balance of \$313,355 in the General Fund for 2023.

Debt Service Schedule

56,660,000 Series 2020A – Refunding Bonds		
Year(s)	Principal	
2023	780,000	
2024	875,000	
2025	920,000	
2026-2030	5,935,000	
2031-2040	19,185,000	
2041-2049	28,165,000	
Total	55,860,000	

Crystal Valley Metropolitan District No. 2 2023 Budget

Modified Accrual Basis	General Fund				
Nodified Accrual Basis Actual Budget Actual Budget Beginning Fund Balance 230,225 - 334,373 388,75				2022	
Nodified Accrual Basis Seginning Fund Balance 230,225 - 334,373 388,75		2021	2022	Estimated	2023
Income	Modified Accrual Basis	Actual	Budget	Actual	Budget
Interest Revenue			-		388,717
Interest Revenue		,		,	,
Property Taxes 244,833 174,368 173,685 69,000 Specific Ownership Tax 23,612 9,370 13,081 4,800 Tax Related Interest - - - 1 - Total Income 269,540 184,098 212,029 73,900 73,900 Expense - - - - 30,000 1,000<	Income				
Specific Ownership Tax 23,612 9,370 13,081 4,8 Tax Related Interest - - - 1 - Total Income 269,540 184,098 212,029 73,9 Expense 269,540 184,098 212,029 73,9 Expense 30,00 - - 30,00 Legal - - - 1,139 25,00 Audit/Tax Prep 5,400 5,500 5,500 7,5 Election - - - - 35,00 Insurance 2,644 5,000 2,385 5,00 Engineers - - - - - Treasurers Fees 3,676 2,616 2,606 1,0 5 Office - 1,984 500 5 5 Directors Pay 3,300 6,000 - 2,0 Payroll Expenses 252 460 - 1 Intergovernmental Fees<	Interest Revenue	1,095	360	25,262	-
Tax Related Interest - - 1 - Total Income 269,540 184,098 212,029 73,9 Expense Management & Accounting Services 120 - - 30,0 Legal - - 1,139 25,0 Audit/Tax Prep 5,400 5,500 5,500 7,5 Election - - - - 35,0 Insurance 2,644 5,000 2,385 5,0 Engineers - - - - - Treasurers Fees 3,676 2,616 2,606 1,0 5 Office - 1,984 500 5 5 Dues and Compliance - - - - 5 Directors Pay 3,300 6,000 - 2,0 Payroll Expenses 252 460 - 1 TABOR - - - - - In	Property Taxes	244,833	174,368	173,685	69,075
Expense 120 - - 30,0 Legal - - 1,139 25,0 Audit/Tax Prep 5,400 5,500 5,500 7,5 Election - - - - 35,0 Insurance 2,644 5,000 2,385 5,0 Engineers - - - - - Treasurers Fees 3,676 2,616 2,606 1,0 Office - 1,984 500 5 Dues and Compliance - - - - 5 Directors Pay 3,300 6,000 - 2,0 -	Specific Ownership Tax	23,612	9,370	13,081	4,835
Expense Management & Accounting Services 120 - - 30,0 Legal - - 1,139 25,0 Audit/Tax Prep 5,400 5,500 5,500 7,5 Election - - - - 35,0 Insurance 2,644 5,000 2,385 5,0 Engineers - - - - - Treasurers Fees 3,676 2,616 2,606 1,0 Office - 1,984 500 5 Dues and Compliance - - - - 5 Directors Pay 3,300 6,000 - 2,0 5 Payroll Expenses 252 460 - 1 1 TABOR - - - - - - Intergovernmental Fees - 161,983 145,000 - - - - - - - - - - - - - - - - - <td>Tax Related Interest</td> <td>-</td> <td>-</td> <td>1</td> <td>-</td>	Tax Related Interest	-	-	1	-
Management & Accounting Services 120 - - 30,0 Legal - - 1,139 25,0 Audit/Tax Prep 5,400 5,500 5,500 7,5 Election - - - - 35,0 Insurance 2,644 5,000 2,385 5,0 Engineers - - - - - Treasurers Fees 3,676 2,616 2,606 1,0 Office - 1,984 500 5 Dues and Compliance - - - - 5 Directors Pay 3,300 6,000 - 2,0 Payroll Expenses 252 460 - 1 TABOR - - - - - Intergovernmental Fees - 161,983 145,000 - - Transfer Out 150,000 - - - - - - Contingency - 555 555 7,5 - - - - <td>Total Income</td> <td>269,540</td> <td>184,098</td> <td>212,029</td> <td>73,910</td>	Total Income	269,540	184,098	212,029	73,910
Management & Accounting Services 120 - - 30,0 Legal - - 1,139 25,0 Audit/Tax Prep 5,400 5,500 5,500 7,5 Election - - - - 35,0 Insurance 2,644 5,000 2,385 5,0 Engineers - - - - - Treasurers Fees 3,676 2,616 2,606 1,0 Office - 1,984 500 5 Dues and Compliance - - - - 5 Directors Pay 3,300 6,000 - 2,0 Payroll Expenses 252 460 - 1 TABOR - - - - - Intergovernmental Fees - 161,983 145,000 - - Transfer Out 150,000 - - - - - - Contingency - 555 555 7,5 - - - - <td></td> <td></td> <td></td> <td></td> <td></td>					
Legal - - 1,139 25,00 Audit/Tax Prep 5,400 5,500 5,500 7,5 Election - - - - 35,0 Insurance 2,644 5,000 2,385 5,0 Engineers - - - - - Treasurers Fees 3,676 2,616 2,606 1,0 Office - 1,984 500 5 Dues and Compliance - - - - 5 Directors Pay 3,300 6,000 - 2,0 Payroll Expenses 252 460 - 1 TABOR - - - - - Intergovernmental Fees - 161,983 145,000 - - Transfer Out 150,000 - - - 4,5 Contingency - 555 555 7,5 Total Expenses 165,392 184,098 157,685 118,7	Expense				
Audit/Tax Prep 5,400 5,500 5,500 7,55 Election - - - - 35,0 Insurance 2,644 5,000 2,385 5,0 Engineers - - - - - Treasurers Fees 3,676 2,616 2,606 1,0 Office - 1,984 500 5 Dues and Compliance - - - - 5 Directors Pay 3,300 6,000 - 2,0 Payroll Expenses 252 460 - 1 TABOR - - - - - Intergovernmental Fees - 161,983 145,000 - - Transfer Out 150,000 - - - 4,5 Contingency - 555 555 7,5 Total Expenses 165,392 184,098 157,685 118,7		120	-	-	30,000
Election - - - 35,0 Insurance 2,644 5,000 2,385 5,0 Engineers - - - - - Treasurers Fees 3,676 2,616 2,606 1,0 Office - 1,984 500 5 Dues and Compliance - - - 5 Directors Pay 3,300 6,000 - 2,0 Payroll Expenses 252 460 - 1 TABOR - - - - Intergovernmental Fees - 161,983 145,000 - Transfer Out 150,000 - - 4,5 Contingency - 555 555 7,5 Total Expenses 165,392 184,098 157,685 118,7	S .	-	-	1,139	25,000
Insurance 2,644 5,000 2,385 5,00 Engineers - - - - - Treasurers Fees 3,676 2,616 2,606 1,0 Office - 1,984 500 5 Dues and Compliance - - - 5 Directors Pay 3,300 6,000 - 2,0 Payroll Expenses 252 460 - 1 TABOR - - - - Intergovernmental Fees - 161,983 145,000 - Transfer Out 150,000 - - 4,5 Contingency - 555 555 7,5 Total Expenses 165,392 184,098 157,685 118,7	•	5,400	5,500	5,500	7,500
Engineers -		-	-	-	35,000
Treasurers Fees 3,676 2,616 2,606 1,00 Office - 1,984 500 5 Dues and Compliance - - - 5 Directors Pay 3,300 6,000 - 2,00 Payroll Expenses 252 460 - 1 TABOR - - - - Intergovernmental Fees - 161,983 145,000 - Transfer Out 150,000 - - 4,5 Contingency - 555 555 7,5 Total Expenses 165,392 184,098 157,685 118,7		2,644	5,000	2,385	5,000
Office - 1,984 500 5 Dues and Compliance - - - - 5 Directors Pay 3,300 6,000 - 2,0 Payroll Expenses 252 460 - 1 TABOR - - - - Intergovernmental Fees - 161,983 145,000 - Transfer Out 150,000 - - 4,5 Contingency - 555 555 7,5 Total Expenses 165,392 184,098 157,685 118,7	-	-	-	-	-
Dues and Compliance - - - - 5 Directors Pay 3,300 6,000 - 2,0 Payroll Expenses 252 460 - 1 TABOR - - - - Intergovernmental Fees - 161,983 145,000 - Transfer Out 150,000 - - 4,5 Contingency - 555 555 7,5 Total Expenses 165,392 184,098 157,685 118,7	Treasurers Fees	3,676	2,616	2,606	1,036
Directors Pay 3,300 6,000 - 2,0 Payroll Expenses 252 460 - 1 TABOR - - - - Intergovernmental Fees - 161,983 145,000 - Transfer Out 150,000 - - 4,5 Contingency - 555 555 7,5 Total Expenses 165,392 184,098 157,685 118,7	Office	-	1,984	500	500
Payroll Expenses 252 460 - 1 TABOR - - - - Intergovernmental Fees - 161,983 145,000 - Transfer Out 150,000 - - 4,5 Contingency - 555 555 7,5 Total Expenses 165,392 184,098 157,685 118,7	•	-	-	-	500
TABOR - <td>Directors Pay</td> <td>•</td> <td>6,000</td> <td>-</td> <td>2,000</td>	Directors Pay	•	6,000	-	2,000
Intergovernmental Fees - 161,983 145,000 - Transfer Out 150,000 - - 4,5 Contingency - 555 555 7,5 Total Expenses 165,392 184,098 157,685 118,7	Payroll Expenses	252	460	-	153
Transfer Out 150,000 - - 4,5 Contingency - 555 555 7,5 Total Expenses 165,392 184,098 157,685 118,7	TABOR	-	-	-	-
Contingency - 555 555 7,5 Total Expenses 165,392 184,098 157,685 118,7	Intergovernmental Fees	-	161,983	145,000	-
Total Expenses 165,392 184,098 157,685 118,7	Transfer Out	150,000	-	-	4,568
<u> </u>	Contingency				7,500
Excess Revenue (Expenses) 104,148 - 54,344 (44,8	Total Expenses	165,392	184,098	157,685	118,757
	Excess Revenue (Expenses)	104,148	-	54,344	(44,847)
Ending Fund Balance 334,373 - 388,717 343,8	Ending Fund Balance	334 373		388 717	343,870

Crystal Valley Metropolitan District No. 2

SubDistrict			
	0000	2022	2222
	2022	Amended	2023
Modified Accrual Basis	Budget	Budget	Budget
Beginning Fund Balance	-	-	(92,318)
Income			
Interest Revenue	-	-	-
Property Taxes			51
Specific Ownership Tax			4
Debt Proceeds	-	3,600,000	-
Bond Premium	-	-	-
System Development Fees	-	-	38,250
Intergovernmental Revenue	-	-	-
Transfer In	-	-	4,568
Total Income	-	3,600,000	42,873
Expense			
Allocated Administration Costs	-	-	4,568
Costs of Issuance	-	513,989	-
Treasurers Fees	-	-	1
Principal - Bonds	-	-	-
Interest - Bonds	-	92,318	239,250
Capital Projects	-	3,086,011	-
Transfer Out	-	-	-
Total Expenses	-	3,692,318	243,819
Excess Revenue (Expenses)	-	(92,318)	(200,946)
Ending Fund Balance	-	(92,318)	(293,264)

Crystal Valley Metropolitan District No. 2

Debt Service				
			2022	
	2021	2022	Estimated	2023
Modified Accrual Basis	Actual	Budget	Actual	Budget
Beginning Fund Balance	848,334	2,852,887	3,049,113	5,092,635
Income				
Interest Revenue	3,700	20,000	49,941	-
Property Tax	3,357,715	3,748,903	3,734,220	667,726
Specific Ownership Tax	323,817	225,455	281,240	46,741
System Development Fees	731,261	105,000	452,000	663,000
Tax Related Interest	-	-	28	-
Transfer In	_	-	-	-
Total Income	4,416,493	4,099,358	4,517,429	1,377,467
Expense				
Treasurers Fees	50,414	56,241	56,020	10,016
Bank Fees	-	-	1,587	-
Paying Agent Fees	4,000	10,000	-	10,000
Principal - Bonds	-	250,000	250,000	780,000
Interest - Bonds	2,161,300	2,161,300	2,161,300	2,148,800
Bond Defeasance	-	-	-	-
Contingency	-	5,000	5,000	7,500
Transfer out	2 245 744	2 492 544	2 472 007	2.056.216
Total Expenses	2,215,714	2,482,541	2,473,907	2,956,316
Excess Revenue (Expenses)	2,200,779	1,616,817	2,043,522	(1,578,849)
Ending Fund Balance	3,049,113	4,469,704	5,092,635	3,513,786

CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments

TO The County Commissioners of Douglas County, Colorado On behalf of the Crystal Valley Metro District 2 the Board of Directors of the Crystal Valley Metropolitan District No. 2

Hereby officially certifies the following mills to be levied against the taxing entity's **GROSS** assessed valuation of: **§92,100,110** Note: If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area the tax levies must be calculated using the NET AV. The taxing entity 's total property tax revenue will be derived from the mill levy multiplied against the **NET** assessed valuation of: **§92,100,110**

Submitted: Andrea Weaver for budget/fiscal year 2023

PURPOSE	LEVY	REVENUE
1. General Operating Expenses	20.901 mills	\$1,924,984
2. <minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction</minus>	-20.151 mills	-\$1,855,909
SUBTOTAL FOR GENERAL OPERATING:	0.750 mills	\$69,075
3. General Obligation Bonds and Interest4. Contractual Obligations	7.250 mills 0.000 mills	\$667,726 \$0
5. Capital Expenditures	0.000 mills	\$0 \$0
6. Refunds/Abatements	0.000 mills	\$0
7. Other	0.000 mills	\$0
8. Judgment	0.000 mills	\$0
TOTAL:	8.000 mills	\$736,801

THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.). Taxing entities that are Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.). Use additional pages as necessary.

The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

<u>CERTIFY A SEPARATE MILL LEVY FOR EACH BOND, CONTRACT, OTHER, AND/OR JUDGMENT:</u>

BONDS

1. Purpose of Issue: \$56,660,000 Limited Tax General Obligation Refunding and Improvement

Senior Bonds

Series: 2020A Date of Issue: 2020-09-17

 Coupon Rate:
 3.000% - 5.000%

 Maturity Date:
 2049-12-01

 Levy:
 7.250

 Revenue:
 \$667,726

CONTRACTS

No Contracts Available

OTHER

No Other Available

JUDGMENT

No Judgment Available

Explanation of Change:

Generated On Thu, 15 Dec 2022

EXHIBIT D

Fee Resolution

After Recording Return To: White Bear Ankele Tanaka & Waldron 2154 E. Commons Avenue, Suite 2000 Centennial, Colorado 80122 (303) 858-1800

2023 AMENDMENT TO THE AMENDED AND RESTATED CONCERNING IMPOSITION OF DISTRICT DEVELOPMENT FEES

(Adoption of Increase in Fees)

WHEREAS, the Crystal Valley Metropolitan District No. 2 (the "**District**") is a quasimunicipal corporation and political subdivision of the State of Colorado; and;

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Board of Directors of the District (the "**Board**") shall have the management, control and supervision of all the business and affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., the District is authorized to fix and impose and, from time to time, increase or decrease fees, rates, tolls, penalties and charges for services or facilities furnished by the District which, until paid, shall constitute a perpetual lien on and against the property served; and

WHEREAS, on June 23, 2020, the Board adopted the Third Amended and Restated Resolution Concerning Imposition of District Development Fee which was recorded on September 17, 2020 at Reception Number 2020088599, in the real property records of Douglas County, Colorado, as amended by the Fourth Amendment, recorded on January 11, 2021 at Reception Number 2021003867, and by the 2022 Amendment, recorded December 15, 2021 at Reception Number 2021137773 (collectively, the "Fee Resolution"); and

WHEREAS, the Board has determined that modification of the schedule of fees is necessary and in the best interests of the District, present and future property owners within the District and the properties served by the District.

NOW, THEREFORE, be it resolved by the Board as follows:

- 1. <u>AMENDMENT TO SECTION 2 OF FEE RESOLUTION.</u> Section 2 of the Fee Resolution is hereby amended and replaced in its entirety by Section 2 of this Fee Resolution and represents a 5% increase in fees for Residential Detached Dwelling Units.
- 2. Imposition of Fees. As of the effective date hereto, District No. 2 authorizes imposition of all fees and charges established hereunder against all property as is now and in the future within the legal boundaries of the Districts, as such boundaries may be adjusted in the future ("Legal Boundaries").
 - a. <u>Residential Property.</u> A one-time "Development Fee" is hereby established for all residential dwelling units within the Legal Boundaries of the Districts.
 - i. <u>Residential Detached Dwelling Units</u>. The Development Fee for all residential detached dwelling units shall be set hereunder at the rate of \$2,550.

- ii. <u>Multi-family Attached Dwelling Units</u>. The Development Fee for all multi-family attached dwelling units shall be set hereunder at the rate of \$1,460.
- b. <u>Commercial Property</u>. A one-time "Development Fee" is hereby established for all property within the Legal Boundaries developed for commercial uses at an SFE rate of \$2,550 and shall be applied to all such commercial property on the basis of 4 SFEs per each acre of commercial property or \$10,210 per acre of zoned commercial property.
- 3. <u>PRIOR PROVISIONS EFFECTIVE.</u> Except as specifically amended hereby, all the terms and provisions of the Prior Fee Resolutions shall remain in full force and effect.
- 4. <u>PRIOR FEES.</u> Any fees, rates, tolls penalties or charges due under the Prior Fee Resolutions, to the extent outstanding and unpaid, shall remain in effect until fully paid and shall not be eliminated hereby.
- 5. <u>THE PROPERTY</u>. This Resolution shall apply to all property within the District's boundaries, including, but not limited to, the property set forth in **Exhibit A**, attached hereto and incorporated herein by this reference, and any additional property included into the District after the date of this Resolution.
 - 6. <u>EFFECTIVE DATE</u>. This Resolution shall become effective on January 1, 2023.

[Remainder of Page Intentionally Left Blank. Signature Page to Follow].

Ref # 2023000938, Pages: 3 of 6

ADOPTED this 1st day of December, 2022.

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

Levida Sweetman

Officer of the District

ATTEST:

Carl I smith (Dec 20, 2022 22:18 MST)

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON Attorneys At Law

Kristen Bear

General Counsel to the District

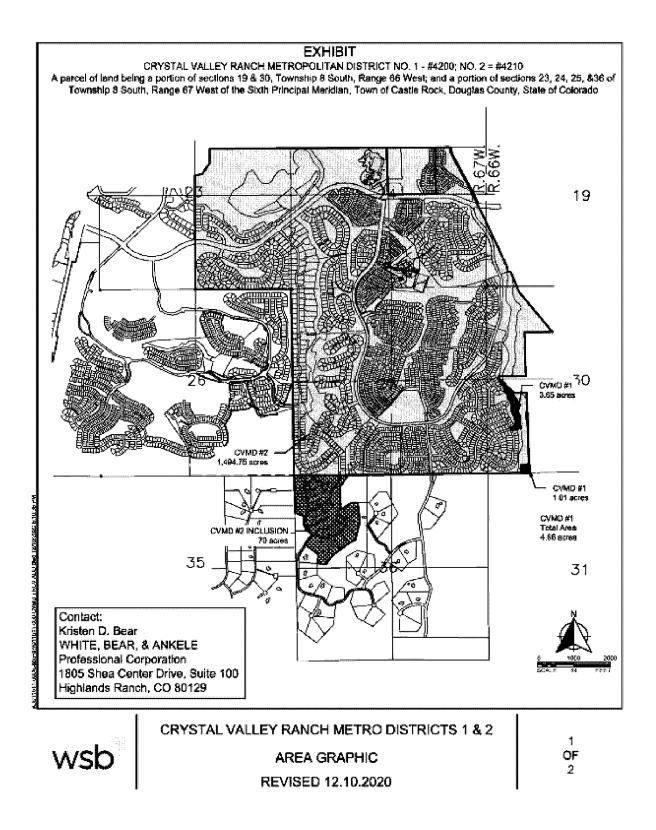
Signature page to 2023 Amendment to Resolution Concerning the Imposition of District Fees - Adoption to Increase in Fees Effective January 1, 2023

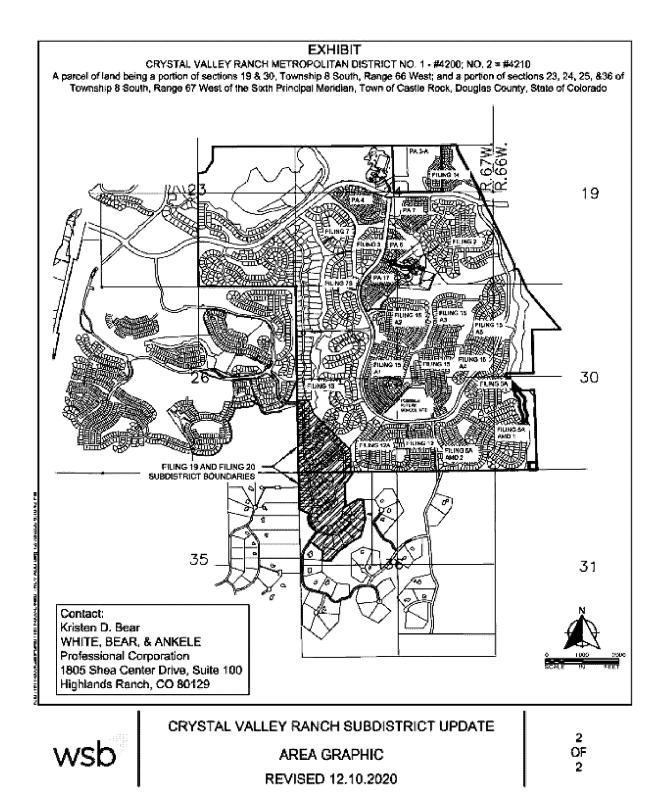
Ref # 2023000938, Pages: 4 of 6

EXHIBIT A

(Property)

0434.0007; 1277089





1329.0007; 1083711