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TOWN OF LOCHBUIE, COLORADO
RESOLUTION NO. 2018-12

RESOLUTION OF THE BOARD OF TRUSTEES, TOWN OF LOCHBUIE, COLORADO, APPROVING THE SERVICE PLAN FOR BLUE LAKE METROPOLITAN DISTRICT PLAN NO. 4 AND CONDITIONALLY APPROVING AN INTERGOVERNMENTAL AGREEMENT IN THE FORM ATTACHED AS EXHIBIT I TO THE SERVICE PLAN

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., as amended, a Service Plan for Blue Lake Metropolitan District Plan No. 4, attached hereto as Exhibit A, (the "Service Plan") was submitted to the Board of Trustees (the "Town Board") of the Town of Lochbuie, Colorado (the "Town") (the Blue Lake Metropolitan District No. 4 is referred to herein as the "District"); and

WHEREAS, the property within the District Boundaries, as that term is defined in the Service Plan, is included within the boundaries of the Town; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended (the "Special District Act"), the Town Board held a public hearing on the Service Plan of the District on June 5, 2018; and

WHEREAS, notice of the public hearing before the Town Board was duly published in the Brighton Standard-Blade, a newspaper of general circulation within the Town, on May 16, 2018 and otherwise provided in accordance with the requirements in the Special District Act; and

WHEREAS, the Town Board has considered the Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the proposed District requires a written resolution acknowledging approval of the Service Plan; and

WHEREAS, the Service Plan requires the District at its first meeting after organization to approve an intergovernmental agreement with the Town that memorializes the financial and operating constraints on the District in the form attached as Exhibit I to the Service Plan the ("IGA"); and

WHEREAS, under the Service Plan, if the District fails to approve the IGA in the form approved by the Board, such failure will constitute a material modification of the Service Plan requiring the petitioner to submit an amendment to the Service Plan to the Town Board; and

WHEREAS, the Town Board desires to conditionally approve the IGA subject to any minor changes that may be approved by the Town Attorney.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF LOCHBUIE, COLORADO:

Section 1. The Town Board hereby determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S. relating to the filing of the Service Plan for the proposed Blue Lake Metropolitan District No. 4 have been fulfilled and that notice of the hearing was given in the time and manner required by the Town and state law.

Section 2. The Town Board further determines that all pertinent facts, matters and issues were submitted at the June 5, 2018 public hearing; that all interested parties were heard or had the opportunity to be heard; and that evidence satisfactory to the Town Board of each of the following was presented:

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

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

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

d. The area to be included within the proposed Districts has or will have the financial ability to discharge the proposed indebtedness on a reasonable basis.

Section 3. Approval of Service Plan. The Town Board hereby approves the Service Plan.

Section 4. Conditional Approval of IGA. The Town Board hereby approves the IGA in the form attached as Exhibit I to the Service Plan and authorizes the Mayor to sign the IGA with such minor editorial changes that may be approved by the Town Attorney and so long as the proposed District has approved the IGA at the first meeting of its Board of Directors.

Section 5. This Resolution shall be filed in the records of the Town and a certified copy thereof submitted to the petitioner, for the purpose of filing in the Weld County District Court.

Section 6. Severability. If any part, section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

Section 7. Effective Date. This Resolution shall be effective immediately upon approval of the Town Board of the Town of Lochbuie.

INTRODUCED, READ AND ADOPTED THIS 5th day of June, 2018.

BOARD OF TRUSTEES OF THE TOWN
OF LOCHBUIE, COLORADO

By: _____
~~Michael Mahoney, Mayor~~
Jacob R Lofgren, Mayor Pro Tem

ATTEST:

_____
Town ~~Clerk~~ ADMINISTRATOR

06-67-145

BLUE LAKE METROPOLITAN DISTRICT NO. 4 SERVICE PLAN

TOWN OF LOCHBUIE, COLORADO

SUBMITTED:

MAY 30, 2018

RECEIVED
JAN 25 2019
Div of Local Government

BLUE LAKE METROPOLITAN DISTRICT NO. 4
SERVICE PLAN

I. INTRODUCTION

The District shall be named the Blue Lake Metropolitan District No. 4 ("District 4" or "the District"). The District shall be formed in conjunction with two other metropolitan districts, Blue Lake Metropolitan District No.5 ("District 5") and Blue Lake Metropolitan District No. 6 ("District 6"). Together, Blue Lake Metropolitan District Nos. 4, 5, and 6 will be referred to as "the Districts," and the land encompassed within the Districts shall be referred to as the "Blue Lake New Development." The purpose of District 4 is to finance, construct and install public improvements, including streets and traffic signals, and water, sewer, storm drainage and park, open space and recreation facilities for the Blue Lake New Development. Public improvements and facilities constructed or acquired by the District may be owned and maintained by one or more of the Districts, or may be dedicated for ownership and maintenance to the Town of Lochbuie, Colorado ("Lochbuie" or the "Town"), or to other non-profit or governmental entities, for the use and benefit of the Blue Lake New Development residents and taxpayers. The District shall have all of the powers of a metropolitan district described in §§ 32-1-1001 and -1004, C.R.S., except that the District shall not provide fire protection and emergency facilities or services, which fire protection services will be provided by other appropriate entities.

Blue Lake Metropolitan Districts Nos. 1, 2 and 3 were organized in 2004 and serve the currently-existing Blue Lake development ("Blue Lake Old Development"). Blue Lake Metropolitan Districts Nos. 4, 5 and 6 will serve future development within the overall project.

This Service Plan (the "Service Plan") has been prepared by the Organizers and the following participating consultants:

Organizers

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Engineer

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Pursuant to the requirements of the Special District Control Act, § 32-1-201, *et seq.*, C.R.S., this Service Plan consists of a financial analysis and an engineering plan showing how the proposed facilities and services of the District will be provided and financed. The following items are also included in this Service Plan:

1. A description of the proposed services;

2. A financial plan showing how the proposed services are to be financed, including the proposed operating revenue derived from property taxes for the first budget year of the District;

3. Preliminary engineering drawings showing how the proposed services are to be provided;

4. A map of the proposed District boundaries and an estimate of the population and valuation for assessment of the proposed District;

5. A general description of the facilities to be constructed and the standards for construction, including a statement of how the facility and service standards of the proposed District are compatible with facility and service standards of the Town and of any municipalities and special districts which are interested parties pursuant to § 32-1-204(1), C.R.S.;

6. A general description of the estimated cost of acquiring land, engineering services, legal services, administrative services, initial proposed indebtedness and estimated proposed maximum interest rates and discounts, and other major expenses related to the organization and initial operation of the District; and

7. A description of any arrangement or proposed agreement with any political subdivision for the performance of any services between the proposed District and such other political subdivision, and, if applicable, a form of the agreement.

II. PURPOSE OF THE PROPOSED DISTRICT

District 4, together with Districts 5 and 6, will finance the construction of public improvements within the Blue Lake New Development for the use and benefit of the Blue Lake New Development's residents and taxpayers and the owners of real property within the Blue Lake New Development through the issuance of indebtedness as set forth in Section V, "Financial Information," and shall provide for maintenance of certain public improvements as further described herein.

The District will dissolve when there are no maintenance obligations, financial obligations, outstanding bonds or other obligations outstanding, and upon a determination by the Town that all of the purposes for which the District was created have been accomplished, and that all financial obligations are defeased or secured by escrowed funds or securities meeting the investment requirements in part 6 of article 75 of title 24, C.R.S. The District's dissolution prior to payment of all debt will be subject to approval of a plan of dissolution in the District Court of Weld County, pursuant to § 32-1-704, C.R.S. The District will work closely and cooperate with the Town to serve and promote the health, safety, prosperity, security and general welfare of the Blue Lake New Development's inhabitants.

III. NEED FOR THE PROPOSED DISTRICT

While the area to be served by the Districts is located entirely within the boundaries of the Town, the Town does not consider it feasible or practical to provide the Districts with certain services and/or facilities described in this Service Plan. Therefore, it is necessary that the Districts be organized to provide their inhabitants with the facilities and services described in this Service Plan.

IV. BOUNDARIES, POPULATION & VALUATION

The boundaries of the District are located entirely within the Town. **Exhibits A, B** and **C** provide a vicinity map, a boundary map and a legal description of the District's potential overall boundaries (together with District 5 and 6). The initial boundary of the District will be a one-acre parcel in the northwestern area of the overall boundaries as shown on **Exhibit B**. After

organization, the District may include all or a portion of the parcel of the land more particularly described in the legal description attached as **Exhibit C** (the "Inclusion Property"), and as shown on **Exhibit B**, the boundary map. The portion of the Inclusion Property that is not included into the District will be included into District 5 or District 6. The boundaries of the Districts will not overlap. Letters from the owners of the property within the District boundaries consenting to the formation of the District are attached as **Exhibit D.**

The District may be developed for residential and commercial purposes. The estimated daytime population of the three Districts at full build-out is two thousand fifty (2,050) people. The combined estimated assessed value at full build-out is Twenty-One Million, Four Hundred Sixty-Six Thousand, Seven Hundred Forty-Eight Dollars ($21,466,748.00). The property is currently zoned to Planned Unit Development. For the purpose of this Service Plan and the Financing Plan herein, the current assessed value of the property within the boundaries of the District is deemed to be Zero Dollars ($0.00).

V. DESCRIPTION OF PROPOSED FACILITIES

a. Type of Improvements

The District will provide for the construction, acquisition and installation of public improvements, including streets and traffic signals, and water, sewer, storm drainage and park and recreation facilities (as defined in § 32-1-1004(2), C.R.S.) within the Blue Lake New Development. The District may also maintain public improvements within and without the Blue Lake New Development. Preliminary engineering estimates based on applicable construction standards have been prepared and are attached hereto and incorporated herein as **Exhibit E.** These estimates list

the facilities that the District, subject to development approval of the Town, may provide for the Inclusion Property, including the costs in current dollars of each, together with an explanation of the methods, basis and/or assumptions used. Subject to the debt limitations set forth in Section V, the District will be authorized to fund any combination of the improvements. The combined total estimated cost of the improvements is Twenty-Nine Million One Hundred Eighty-One Thousand Four Hundred Forty-Four Dollars ($29,181.444.00). The District will seek voter approval for authorization to issue debt sufficient to finance the cost of the improvements as set forth in Section V, entitled "Financial Information." The Town will not be responsible for assuming any of the costs of the improvements funded by the District.

Maps showing the preliminary location of the public improvements to be financed by the Districts are attached hereto and incorporated herein as **Exhibit F**. The District shall be authorized to construct all or any portion of the public improvements as generally shown on **Exhibit F**, subject to the specific final design and approval thereof by the Town. Phasing of construction shall be determined by the District to meet the needs of residents and taxpayers within the Blue Lake New Development. The engineering exhibits provided herein are preliminary in nature, and the District shall have the authority, without amending this Service Plan, to defer, forego, reschedule or restructure the financing and construction of certain improvements and facilities, to better accommodate the pace of growth, resource availability and potential inclusions of property within the District. At this time, it is not known what portion of the Inclusion Property will be included in the boundaries of the District, but it is anticipated that all of the Inclusion Property will be included in one of the Blue Lake Metropolitan Districts Nos. 4-6. Accordingly, the Service plan assumes inclusion of the entire Inclusion Property. In any event, no property within the Blue Lake New

Development will be included in more than one of the Districts, except for the land contained within the initial boundaries.

b. Construction Standards

The District will ensure that the proposed improvements are designed and constructed in accordance with the standards and specifications of the Town, or as approved by the Town for the development, and in accordance with standards and specifications of other governmental entities having jurisdiction over the District. The District will obtain approval of civil engineering plans and a permit for construction and installation of public improvements from the Town.

c. Dedication of Improvements

It is anticipated that the District may dedicate certain improvements to the Town or its designee upon completion of their construction and installation. Water, sanitary sewer, streets, parks and open space improvements may be dedicated to the Town or other appropriate entity upon completion of their construction and installation, together with rights-of-way and easements for the facilities, to the extent the District has the necessary property interest to permit such dedication. The District may dedicate storm drainage facilities to the South Beebe Draw Metropolitan District or to another appropriate entity, upon the completion of construction and installation of such storm drainage improvements, together with rights-of-way and easements for the facilities; to the extent the District has the necessary property interest to permit such dedication.

d. Maintenance of Public Improvements

The District shall be authorized to own and maintain all public facilities constructed, installed or acquired by the District and not otherwise dedicated for ownership and maintenance to other appropriate governmental entities.

e. Services to be Provided by other Governmental Entities

The District will receive storm drainage services from South Beebe Draw Metropolitan District and fire protection services from Hudson Fire District. Water, sewer and emergency services will be provided by the Town.

VI. FINANCIAL INFORMATION

This section describes the nature, basis, method of funding, and debt and mill levy limitations associated with the construction, operation and maintenance of the improvements by the District. A detailed Financing Plan and statement of assumptions is attached hereto and incorporated herein as **Exhibit G**.

a. Debt Limitation

The total combined general obligation debt of the three Districts shall not exceed Nineteen Million Dollars ($19,000,000.00) ("Debt Limitation"), unless the District receives the prior approval of the Town. Once any District uses a portion of the Debt Limitation such portion will no longer be available for use by any of the other Districts.

b. Debt Issuance

The Districts intends to issue multiple series of bonds totaling approximately Fifteen Million Eight Hundred Twelve Thousand Dollars ($15,812,000.00). The proposed maximum voted interest

rate is estimated at eighteen percent (18%) and the maximum underwriting discount at four percent (4%). The actual interest rates and discounts will be determined at the time the bonds are sold by the Districts and will reflect market conditions at the time of sale. Refunding bonds may be issued by the Districts to defease original issue bonds in compliance with applicable law. In addition to bonds, the Districts may also issue notes, certificates, debentures or other evidences of indebtedness. The Debt Limitation exceeds the amount of bonds anticipated to be sold, as shown in the Financial Plan, to allow for unforeseen contingencies, increases in construction costs due to inflation, and all costs of issuance, including capitalized interest, reserve funds, discounts, refunding, legal fees and other costs of issuance.

c. District Revenue

The District intends to rely on property taxes as its primary source of revenue. Additionally, the District will receive revenue from specific ownership taxes and fees. The District will impose a mill levy (a mill being equal to 1/10 of 1 cent) on all taxable property in the District as a primary source of revenue for repayment of debt service and for operations and maintenance. Although the mill levy imposed may vary depending on the phasing of facilities anticipated to be funded, it is estimated that a mill levy of 55.277 mills ("Mill Levy Cap"), adjusted as described below, would produce revenue sufficient to support debt service and operations and maintenance expenses through the bond repayment period.

Any contractual obligations the District may have to levy general ad valorem property taxes for the payment of any bond or other obligations that are payable from the District's property taxes ("General Obligation Debt") shall be limited to an annual ad valorem mill levy in an amount not to exceed 50.277 mills (the "Limited Debt Mill Levy"), for so long as the total

principal amount of all of the District's General Obligation Debt, at the time of issuance, exceeds fifty percent (50%) of the valuation for assessment of the taxable property in the District, as certified by the County Assessor. In addition, for a period of ten (10) years following the issuance of any General Obligation Debt, the mill levy imposed for operations and maintenance shall be limited to 5.000 mills (the "Limited O&M Mill Levy") without a corresponding reduction in the Limited Debt Mill Levy, so that the combined total mill levy will not exceed the Mill Levy Cap of 55.277 mills. The Mill Levy Cap, the Limited Debt Mill Levy and the Limited O&M Mill Levy may be adjusted to take into account legislative or constitutionally imposed adjustments in the assessed values or the method of their calculation, and 2018 shall be the base year for calculation of any adjustments. The District may provide that at such time as the assessed value of the District is such that all or any portion of Limited Debt Mill Levy for General Obligation Debt could be issued as unlimited mill levy General Obligation Debt pursuant to the above formula, the mill levy to pay all or such portion of the Limited Debt Mill Levy General Obligation Debt may become unlimited at that time. The District may also provide that beginning ten (10) years after the issuance of any General Obligation Debt, the mill levy imposed for operations and maintenance of the District may become unlimited subject to the Mill Levy Cap. Except as otherwise limited by law: (1) if the District does not require the entire Limited Debt Mill Levy for the purposes of servicing any outstanding indebtedness, it may utilize that portion of the Limited Debt Mill Levy not required for debt service for the purposes of operations and maintenance expenses of the District; and (2) the District's Board of Directors, in its sole discretion, may utilize whatever portion of the Limited O&M Mill Levy that is not required for operations and maintenance purposes for the purposes of servicing debt.

In the event a constitutional or statutory change in the method of calculating assessed valuation is implemented after the date this Service Plan is approved the Mill Levy Cap, Limited Debt Mill Levy and Limited O&M Mill Levy may be increased or decreased, as determined by the Board of Directors of the District, to reflect such change. Such determination shall be made in good faith, shall be binding and final in the absence of manifest error, and shall be made so that, to the extent possible, the actual tax revenues generated by the mill levy, as adjusted, are neither diminished nor enhanced as a result of such changes. For the purposes of making an adjustment in the assessed valuation, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation, and the year 2018 shall be the base year for the ratio for assessment of valuation.

d. Security for Debt

The District will not pledge any Town funds or assets for security for the indebtedness set forth in the Financing Plan of the District.

e. Financing Plan

The Financing Plan, prepared by the District's Financial Consultant and attached as **Exhibit G**, sets forth the following information:

1. The total projected amount of debt to be issued during the six (6) year period commencing with the formation of the District;

2. All proposed sources of revenue and projected District expenses, as well as the assumptions upon which they are based, for at least a ten (10) year period from the date of organization of the District;

3. The dollar amount of any anticipated financing, including capitalized interest, costs of issuance, and any expenses related to the organization and initial operation of the District;

4. A detailed repayment plan covering the life of any financing, including the frequency and amounts expected to be collected from all sources; and

5. The amount of any reserve fund and the expected level of annual debt service coverage that will be maintained for any financing.

f. Services of District

The District will require sufficient operating funds to maintain and operate improvements not otherwise dedicated, and to provide administration of the District. The costs are expected to include organizational, legal, engineering, accounting, and the costs of compliance with state reporting. The first year's operating budget is estimated to be Thirty Thousand Dollars ($30,000.00). The Financing Plan sets forth the anticipated operating revenues.

VII. LANDOWNER PUBLIC IMPROVEMENTS

The creation of the District shall not relieve the Organizers, their successors or assigns of the obligation to construct public improvements required by any annexation or other subdivision improvement agreement, except those public improvements that are assignable to the District by the

Organizers under the Annexation and Development Agreement for Blue Lake, by and between the Town of Lochbuie, Lochbuie Land I, LLC, Henry Beierle, Jr. and Melita Beierle, dated as of March 31, 2004 and recorded by the Weld County Clerk and Recorder's Office at 3168138 on 04/06/2004 at 11:26AM, which has been approved by the Town.

VIII. ANNUAL REPORT

a. General.

The District shall be responsible for submitting an annual report to the Town Clerk no later than September 1, which annual report shall reflect activity and financial events of the District through the preceding December 31 (the "report year").

b. Reporting of Significant Events.

The annual report shall include the following:

1. A narrative summary of the progress of the District in implementing its Service Plan for the report year;

2. Except when exemption from audit has been granted for the report year under the Local Government Audit Law, the audited financial statements of the District for the report year including a statement of financial condition (i.e., balance sheet) as of December 31 of the report year and a statement of operations (i.e., revenues and expenditures) for the report year. However, if an exemption from audit has been granted for the report year by the Office of the State Auditor, then the District shall include a copy of the submitted application for exemption from audit and the State's letter confirming acceptance of such application;

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

4. 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 debt, the amount and terms of any new debt issued in the report year, the amount of payment or retirement of existing debt of the District in the report year, the

total assessed valuation of all taxable property of 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;

5. The District's budget for the calendar year in which the annual report is submitted;

6. A summary of the residential development in the District for the report year;

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

8. The name, business address and telephone number of each member of the Board and its chief administrative officer and general counsel, together with the date, place and time of the regular meetings, if any, of the Board.

IX. DISSOLUTION

The District may file a petition in the District Court for dissolution when there are no financial obligations or outstanding bonds, or any such financial obligations or outstanding bonds are adequately secured by escrow funds or securities meeting the investment requirements in part 6 of article 75 of title 24, C.R.S., and upon an independent determination by the Board of Trustees of the Town that the financing purposes for which the District was created have been achieved and that ongoing maintenance obligations of the District will be taken over by an appropriate and authorized entity. Dissolution of the District is subject to approval of a plan of dissolution meeting the requirements of part 7 of article 1 of title 32, C.R.S., by the Weld County District Court.

X. MODIFICATION OF SERVICE PLAN

The District will obtain approval of the Town before making any material modifications to this Service Plan. Material modifications include modifications of a basic or essential nature including additions to the types of services provided by the District, or changes in debt limit or

revenue sources that adversely affect the financial ability of the District to discharge its indebtedness. Any actions of the District which violate the terms of the intergovernmental agreement with the Town in the form shown in **Exhibit I**, shall be deemed to be material modification to this Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin such actions of the District or to enforce the Intergovernmental Agreement. This is not an exclusive list of all actions that may be identified as a material modification. Town approval is not required for modifications to this Service Plan necessary for the execution of financing or construction of public improvements already outlined in this Service Plan.

XI. RESOLUTION OF APPROVAL

The District incorporates the resolution of the Lochbuie Board of Town Trustees approving this Service Plan, including any conditions of approval, into this Service Plan to be presented to the District Court attached hereto and incorporated herein as **Exhibit H**.

XIII. INTERGOVERNMENTAL AGREEMENTS

The District anticipates that it will enter into an intergovernmental agreement with District 5 and District 6 if such an arrangement will result in the more efficient and economical provision of services to the Districts. It is also anticipated that the Districts may enter into intergovernmental agreements with South Beebe Draw Metropolitan District, the Town, or other appropriate governmental entities regarding services provided.

The form of intergovernmental agreement between the Town and the District is attached hereto as **Exhibit I** (the "Intergovernmental Agreement"). The District shall approve the Intergovernmental Agreement at its first Board meeting after its organizational election, in the same form as is attached and with any revisions as approved by the Town Board. Failure of the District to execute the Intergovernmental Agreement as required herein shall constitute a material modification and shall require an amendment to the Service Plan. The Town Board may approve the Intergovernmental Agreement at the public hearing approving the Service Plan. Except as otherwise determined by the Town Board, any subsequent amendment to the Intergovernmental Agreement approved by the Town Board shall not constitute a material modification of this Service Plan.

XI. CONCLUSION

This Service Plan demonstrates that:

a. Adequate service is not, and will not, be available to the area to be served by the District through the Town of Lochbuie or other existing special districts within a reasonable time and on a comparable basis;

b. The facility and service standards of the proposed District are compatible with the facility and service standards of the Town of Lochbuie;

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

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

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

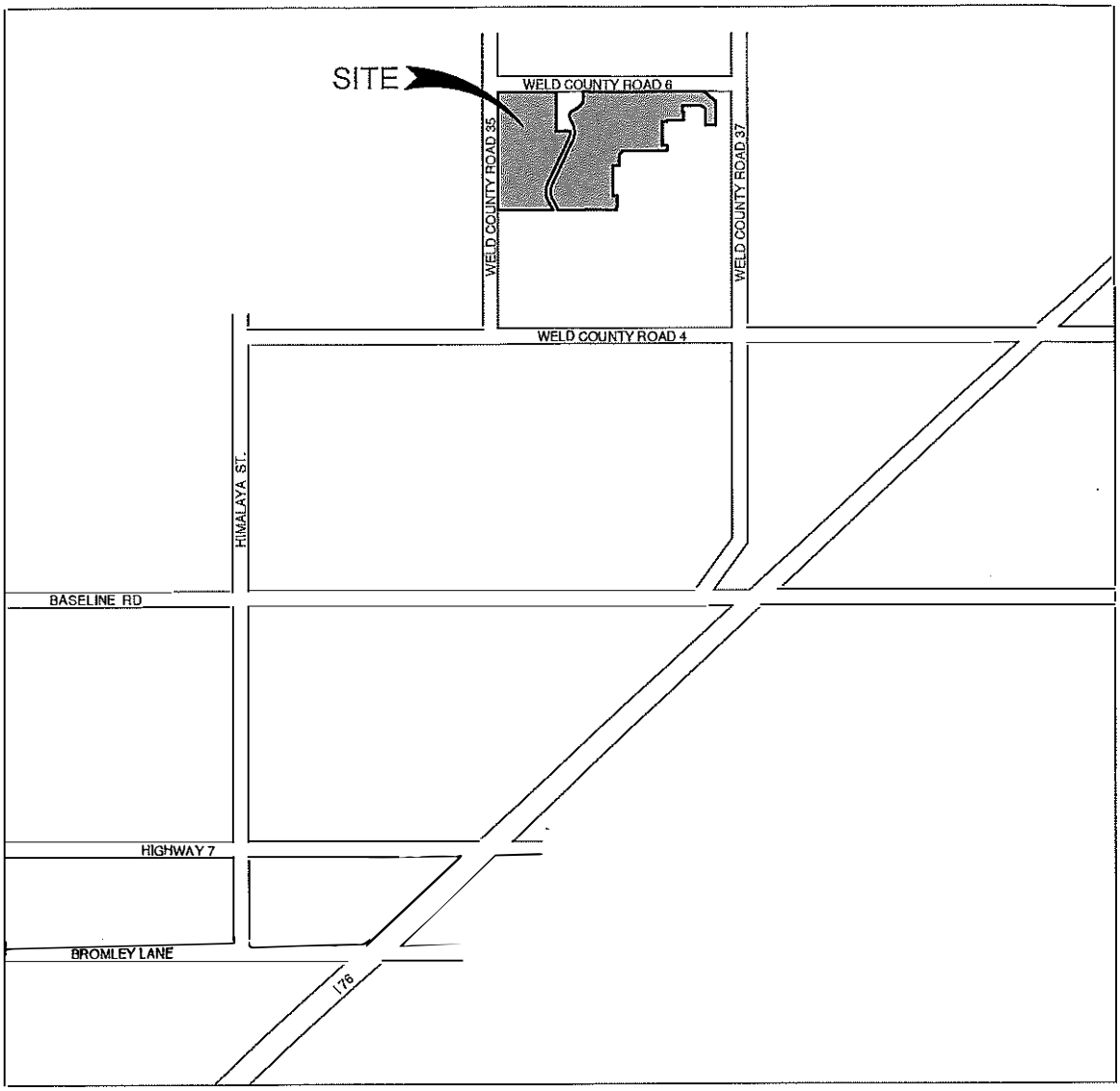
f. The area included within the proposed District has or will have the financial ability to discharge the proposed indebtedness on a reasonable basis;

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

h. The creation of the proposed District will be in the best interest of the area proposed to be served.

EXHIBIT A

Vicinity Map

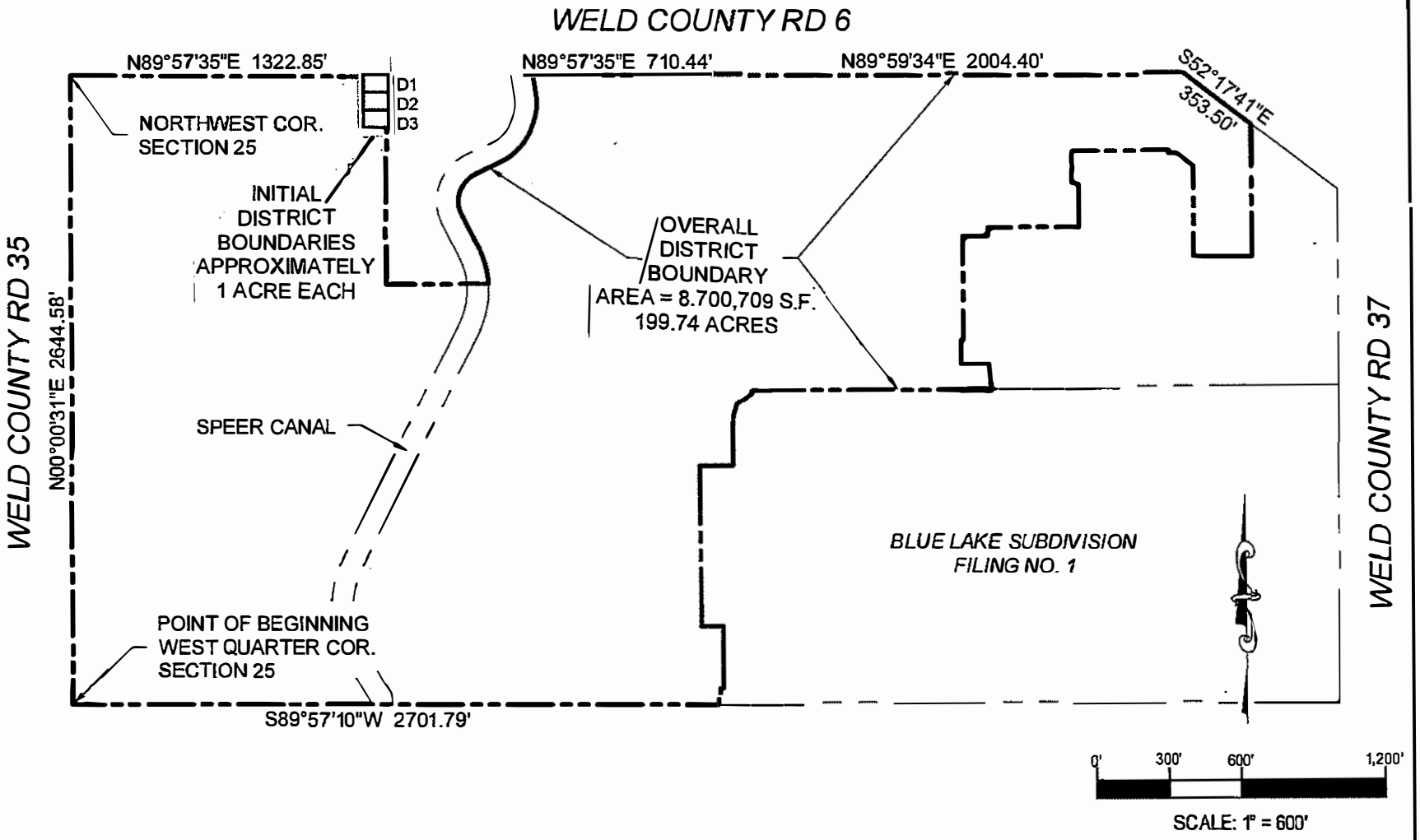


BLUE LAKE SUBDIVISION
VICINITY MAP
SCALE: 1" = 4,000'

EXHIBITiB

Map of Overall and Initial District Boundaries

BLUE LAKE METROPOLITAN DISTRICT



PARAGON ENGINEERING CONSULTANTS, INC.

BLUE LAKE DEVELOPMENT
INITIAL AND OVERALL DISTRICT BOUNDARIES DISTRICTS 4-6

DATE:	2/5/2018	JOB #:	16-016	SCALE:	1" = 600'	FIGURE:

EXHIBITiC

Legal Description of Overall District Boundaries

"Inclusion Property"

BLUE LAKE SUBDIVISION METROPOLITAN DISTRICT:

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF LOCHBUIE, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 25, AND CONSIDERING THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 25 TO BEAR N00°00'31"E WITH ALL BEARINGS HEREIN RELATIVE THERETO; THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER N00°00'31"E, A DISTANCE OF 2,644.58 FEET TO THE NORTHWEST CORNER OF SAID SECTION 25; THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER N89°57'35"E, A DISTANCE OF 1,322.85 FEET; THENCE LEAVING SAID NORTH LINE S00°03'59"W, A DISTANCE OF 880.00 FEET; THENCE N89°57'35"E, A DISTANCE OF 422.74 FEET TO A POINT ON THE EAST LINE OF THE SPEER CANAL (90 FEET IN WIDTH) AS RECORDED AT BOOK: 406 AT PAGE: 282 IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER'S OFFICE; THENCE ALONG SAID EAST LINE OF THE SPEER CANAL THE FOLLOWING EIGHT (8) COURSES:

1. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 23°36'05", A RADIUS OF 404.41 FEET, AN ARC LENGTH OF 166.59 FEET, THE CHORD OF WHICH BEARS N15°14'30"W, A DISTANCE OF 165.41 FEET.
2. N27°02'33"W, A DISTANCE OF 141.40 FEET TO A POINT OF CURVE.
3. ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 91°22'25", A RADIUS OF 130.00 FEET, AND AN ARC LENGTH OF 207.32 FEET.
4. N64°19'52"E, A DISTANCE OF 117.31 FEET TO A POINT OF CURVE.
5. ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 46°37'20", A RADIUS OF 250.00 FEET, AND AN ARC LENGTH OF 203.43 FEET.
6. N17°42'32"E, A DISTANCE OF 28.00 FEET TO A POINT OF CURVE.
7. ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 26°28'27", A RADIUS OF 230.00 FEET, AND AN ARC LENGTH OF 106.27 FEET.
8. N08°45'55"W, A DISTANCE OF 87.56 FEET TO A POINT ON SAID NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 25.

THENCE CONTINUING ALONG SAID NORTH LINE N89°57'35"E, A DISTANCE OF 710.44 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 25; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25 N89°59'34"E, A DISTANCE OF 2,004.40 FEET; THENCE LEAVING SAID NORTH LINE S52°17'41"E, A DISTANCE OF 353.50 FEET; THENCE S00°00'00"E, A DISTANCE OF 547.39 FEET; THENCE N90°00'00"W, A DISTANCE OF 240.00 FEET; THENCE N00°00'00"E, A DISTANCE OF 377.74 FEET; THENCE N52°17'41"W, A DISTANCE OF 87.41 FEET; THENCE N90°00'00"W, A DISTANCE OF 32.85 FEET; THENCE N00°00'00"E, A DISTANCE OF 11.29 FEET; THENCE N90°00'00"W, A DISTANCE OF 405.10 FEET; THENCE S00°00'00"E, A DISTANCE OF 136.00 FEET; THENCE N90°00'00"E, A DISTANCE OF 27.10 FEET; THENCE S00°00'00"E, A DISTANCE OF 183.75 FEET; THENCE N90°00'00"W, A DISTANCE OF 381.00 FEET; THENCE S00°00'00"E, A DISTANCE OF 35.76 FEET; THENCE N90°00'00"W, A DISTANCE OF 105.00 FEET; THENCE S00°00'00"E, A DISTANCE OF 426.98 FEET; THENCE N90°00'00"W, A DISTANCE OF 10.00 FEET; THENCE S00°00'00"E, A DISTANCE OF 102.00 FEET; THENCE N90°00'00"E, A DISTANCE OF 115.00 FEET TO A POINT OF NON-TANGENT CURVE; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 9°47'11", A RADIUS OF 318.00 FEET, AND AN ARC LENGTH OF 54.32 FEET, THE CHORD OF WHICH BEARS S04°53'36"E, A DISTANCE OF 54.25 FEET TO THE POINT OF A REVERSE CURVE; THENCE ALONG THE ARC OF A REVERSE CURVE HAVING A CENTRAL ANGLE OF 9°44'21", A RADIUS OF 282.00 FEET, AND AN ARC LENGTH OF 47.93 FEET, THE CHORD OF WHICH BEARS S04°55'01"E, A DISTANCE OF 47.88 FEET; THENCE S00°02'50"E, A DISTANCE OF 13.51 FEET TO A POINT OF THE NORTH LINE OF BLUE LAKE SUBDIVISION FILING NO. 1; THENCE ALONG THE NORTHERLY AND WESTERLY BOUNDARY OF SAID BLUE LAKE SUBDIVISION FILING NO. 1 THE FOLLOWING TWELVE (12) COURSES:

1. S89°42'26"W, A DISTANCE OF 996.22 FEET.
2. S00°17'34"E, A DISTANCE OF 10.00 FEET.
3. S50°38'00"W, A DISTANCE OF 82.83 FEET.
4. S16°29'01"W, A DISTANCE OF 55.35 FEET.
5. S00°02'50"E, A DISTANCE OF 207.86 FEET.
6. S89°57'10"W, A DISTANCE OF 137.22 FEET.
7. S00°02'50"E, A DISTANCE OF 672.00 FEET.
8. N89°57'10"E, A DISTANCE OF 90.00 FEET.
9. S00°02'50"E, A DISTANCE OF 258.00 FEET TO A POINT OF CURVE.
10. ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 4.00 FEET, AND AN ARC LENGTH OF 6.28 FEET.
11. S89°57'10"W, A DISTANCE OF 10.00 FEET.
12. S00°02'50"E, A DISTANCE OF 61.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 25.

THENCE ALONG SAID SOUTH LINE S89°57'10"W, A DISTANCE OF 2,701.79 FEET TO THE POINT OF BEGINNING;

LESS AND EXCEPT THAT PORTION OF SAID SPEER CANAL (90 FEET IN WIDTH) WHICH LIES WITHIN THE LIMITS OF THE PROPERTY DESCRIBED HEREIN.

CONTAINING 8,700,709 SQUARE FEET, OR 199.74 ACRES, MORE OR LESS.

EXHIBIT D

Consent to Formation of District from Property Owners

April 26, 2018

Town of Lochbuie
703 Weld County Rd. 37
Locbuie CO 80603

RE: Proposed Blue Lake Metropolitan Districts 4-6 (the "Districts")

To Whom It May Concern:

Lochbuie Land 1, LLC, is an owner of the property attached hereto as **Exhibit A**, which property is proposed to constitute a portion of the boundaries of one or more of the Districts. The purpose of this letter is to advise that I, Mark Bush, as manager of the Concord Partners, LLC, as manager of Lochbuie Land 1, LLC, consent to the organization of the Districts.

Mark W. Bush

STATE OF COLORADO)
) ss
COUNTY OF Adams)

Subscribed and sworn to before me on this 26th day of April, 2018 by Mark W. Bush as manager of Lochbuie Land 1, LLC

[SEAL]

LORIANN MENK
Notary Public – State of Colorado
Notary ID 20144012335
My Commission Expires Mar 19, 2022

Notary Public

My commission expires March 19, 2022

EXHIBIT A
TO
CONSENT TO FORMATION OF DISTRICTS

BLUE LAKE SUBDIVISION METROPOLITAN DISTRICT:

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF LOCHBUIE, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 25, AND CONSIDERING THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 25 TO BEAR N00°00'31"E WITH ALL BEARINGS HEREIN RELATIVE THERETO; THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER N00°00'31"E, A DISTANCE OF 2,644.58 FEET TO THE NORTHWEST CORNER OF SAID SECTION 25; THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER N89°57'35"E, A DISTANCE OF 1,322.85 FEET; THENCE LEAVING SAID NORTH LINE S00°03'59"W, A DISTANCE OF 880.00 FEET; THENCE N89°57'35"E, A DISTANCE OF 422.74 FEET TO A POINT ON THE EAST LINE OF THE SPEER CANAL (90 FEET IN WIDTH) AS RECORDED AT BOOK: 406 AT PAGE: 282 IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER'S OFFICE; THENCE ALONG SAID EAST LINE OF THE SPEER CANAL THE FOLLOWING EIGHT (8) COURSES:

1. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 23°36'05", A RADIUS OF 404.41 FEET, AN ARC LENGTH OF 166.59 FEET, THE CHORD OF WHICH BEARS N15°14'30"W, A DISTANCE OF 165.41 FEET.
2. N27°02'33"W, A DISTANCE OF 141.40 FEET TO A POINT OF CURVE.
3. ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 91°22'25", A RADIUS OF 130.00 FEET, AND AN ARC LENGTH OF 207.32 FEET.
4. N64°19'52"E, A DISTANCE OF 117.31 FEET TO A POINT OF CURVE.
5. ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 46°37'20", A RADIUS OF 250.00 FEET, AND AN ARC LENGTH OF 203.43 FEET.
6. N17°42'32"E, A DISTANCE OF 28.00 FEET TO A POINT OF CURVE.
7. ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 26°28'27", A RADIUS OF 230.00 FEET, AND AN ARC LENGTH OF 106.27 FEET.
8. N08°45'55"W, A DISTANCE OF 87.56 FEET TO A POINT ON SAID NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 25.

THENCE CONTINUING ALONG SAID NORTH LINE N89°57'35"E, A DISTANCE OF 710.44 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 25; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25 N89°59'34"E, A DISTANCE OF 2,004.40 FEET; THENCE LEAVING SAID NORTH LINE S52°17'41"E, A DISTANCE OF 353.50 FEET; THENCE S00°00'00"E, A DISTANCE OF 547.39 FEET; THENCE N90°00'00"W, A DISTANCE OF 240.00 FEET; THENCE N00°00'00"E, A DISTANCE OF 377.74 FEET; THENCE N52°17'41"W, A DISTANCE OF 87.41 FEET; THENCE N90°00'00"W, A DISTANCE OF 32.85 FEET; THENCE N00°00'00"E, A DISTANCE OF 11.29 FEET; THENCE N90°00'00"W, A DISTANCE OF 405.10 FEET; THENCE S00°00'00"E, A DISTANCE OF 136.00 FEET; THENCE N90°00'00"E, A DISTANCE OF 27.10 FEET; THENCE S00°00'00"E, A DISTANCE OF 183.75 FEET; THENCE N90°00'00"W, A DISTANCE OF 381.00 FEET; THENCE S00°00'00"E, A DISTANCE OF 35.76 FEET; THENCE N90°00'00"W, A DISTANCE OF 105.00 FEET; THENCE S00°00'00"E, A DISTANCE OF 426.98 FEET; THENCE N90°00'00"W, A DISTANCE OF 10.00 FEET; THENCE S00°00'00"E, A DISTANCE OF 102.00 FEET; THENCE N90°00'00"E, A DISTANCE OF 115.00 FEET TO A POINT OF NON-TANGENT CURVE; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 9°47'11", A RADIUS OF 318.00 FEET, AND AN ARC LENGTH OF 54.32 FEET, THE CHORD OF WHICH BEARS S04°53'36"E, A DISTANCE OF 54.25 FEET TO THE POINT OF A REVERSE CURVE; THENCE ALONG THE ARC OF A REVERSE CURVE HAVING A CENTRAL ANGLE OF 9°44'21", A RADIUS OF 282.00 FEET, AND AN ARC LENGTH OF 47.93 FEET, THE CHORD OF WHICH BEARS S04°55'01"E, A DISTANCE OF 47.88 FEET; THENCE S00°02'50"E, A DISTANCE OF 13.51 FEET TO A POINT OF THE NORTH LINE OF BLUE LAKE SUBDIVISION FILING NO. 1; THENCE ALONG THE NORTHERLY AND WESTERLY BOUNDARY OF SAID BLUE LAKE SUBDIVISION FILING NO. 1 THE FOLLOWING TWELVE (12) COURSES:

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8. N89°57'10"E, A DISTANCE OF 90.00 FEET.
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LESS AND EXCEPT THAT PORTION OF SAID SPEER CANAL (90 FEET IN WIDTH) WHICH LIES WITHIN THE LIMITS OF THE PROPERTY DESCRIBED HEREIN.

CONTAINING 8,700,709 SQUARE FEET, OR 199.74 ACRES, MORE OR LESS.

EXHIBITiE

Preliminary Engineering Cost Estimates

PARAGON ENGINEERING CONSULTANTS, INC.

Blue Lake Metro District Cost Estimate

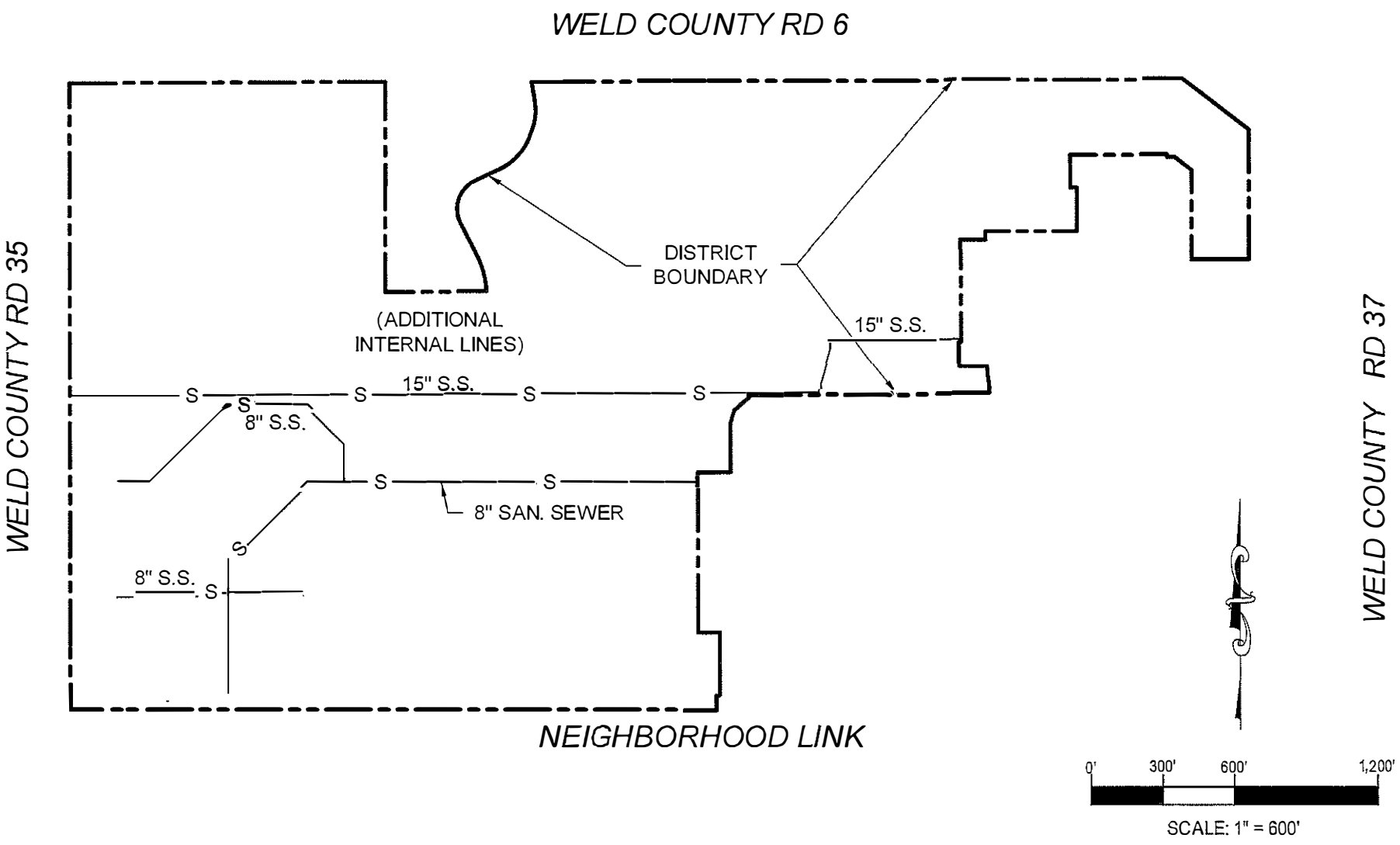
Date **January 17, 2018**

WATER				
WaterLine System - Internal to site				$3,820,000
16" Waterline Trunk				$715,000
Subtotal				$4,535,000
STORM SEWER				
Box Culvert Speer Canal (2)				$150,000
Box Culvert Burlington Canal				$150,000
Storm Sewer Internal to Site				$630,000
Subtotal				$930,000
SANITARY SEWER				
15" Trunk Sewer				$330,000
Sewer System Internal to site				$2,790,000
Subtotal				$3,120,000
ROADWAY				
WCR 35				$1,162,000
WCR 6				$1,600,000
Local Roads - Internal to site				$8,800,000
Subtotal				$11,562,000
LANDSCAPE/PARKS/TRIALS	LF	Unit Cost		
Regional Trails - 8' Wide Concrete	3036	$50		$151,800
Crusher Fine Local Trial	2640	$25		$66,000
Parks	Acres			
Regional	10.5	$239,580		$2,515,590
Pocket	6	$239,580		$1,437,480
Sub Total				$4,170,870
SUBTOTAL CONSTRUCTION				$24,317,870.00
		CONTINGENCIES @	20.0%	$4,863,574.00
TOTAL				$29,181,444.00

EXHIBITiF

Maps of Preliminary Location of the Public Improvements

BLUE LAKE METROPOLITAN DISTRICT

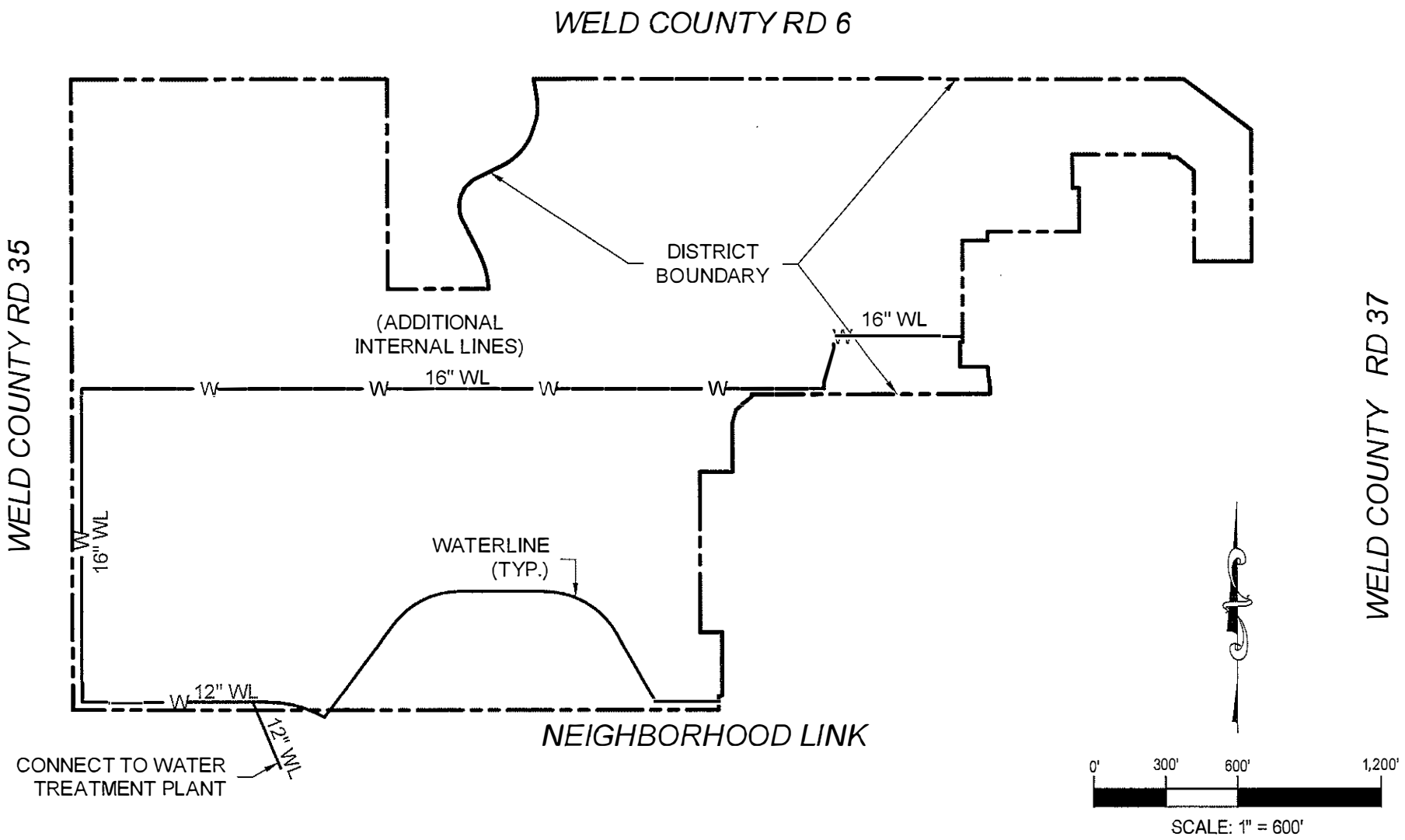


PARAGON ENGINEERING CONSULTANTS, INC.

BLUE LAKE DEVELOPMENT
SANITARY SEWER

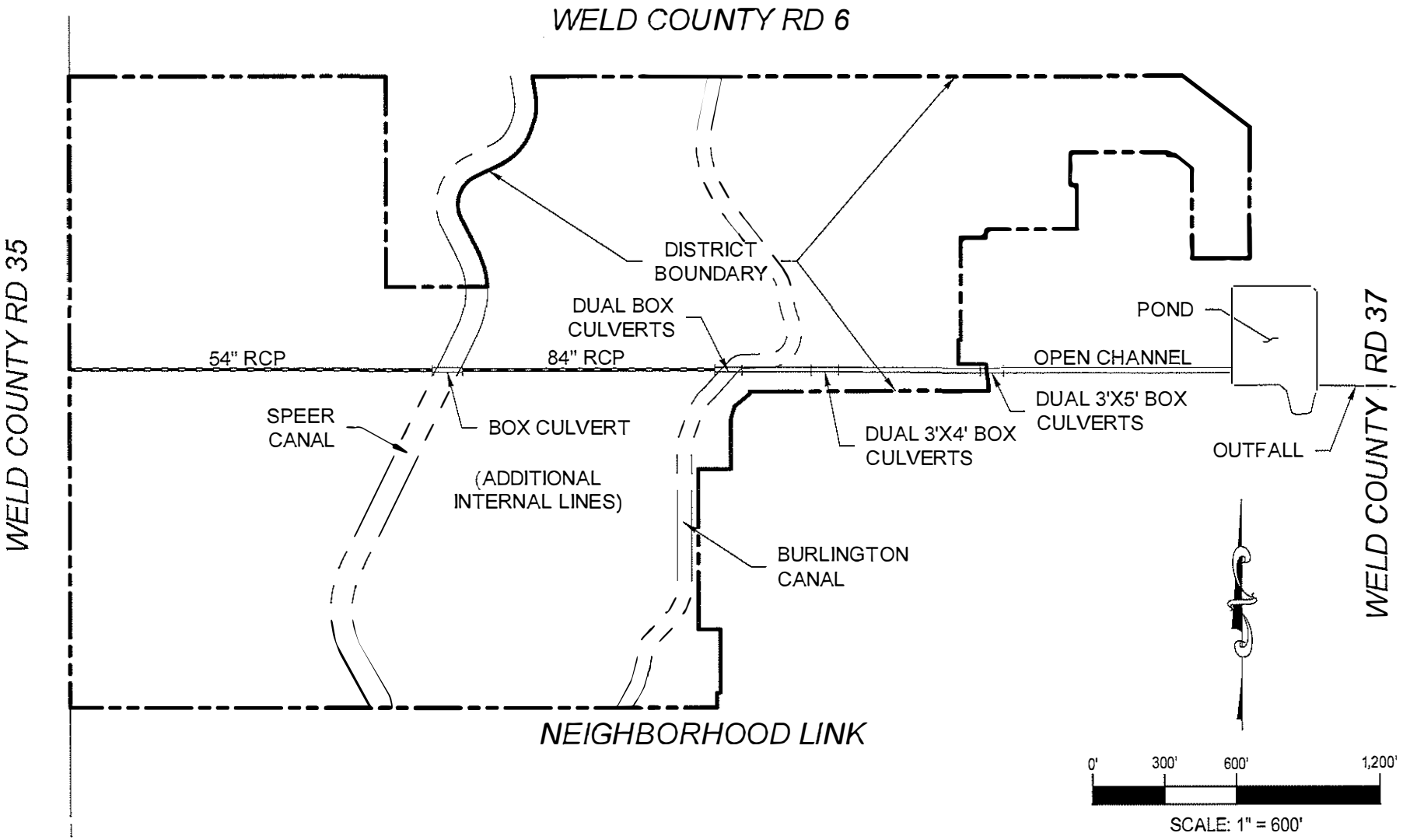
DATE:	2/5/2018	JOB #:	16-016	SCALE:	1" = 600'	FIGURE:

BLUE LAKE METROPOLITAN DISTRICT



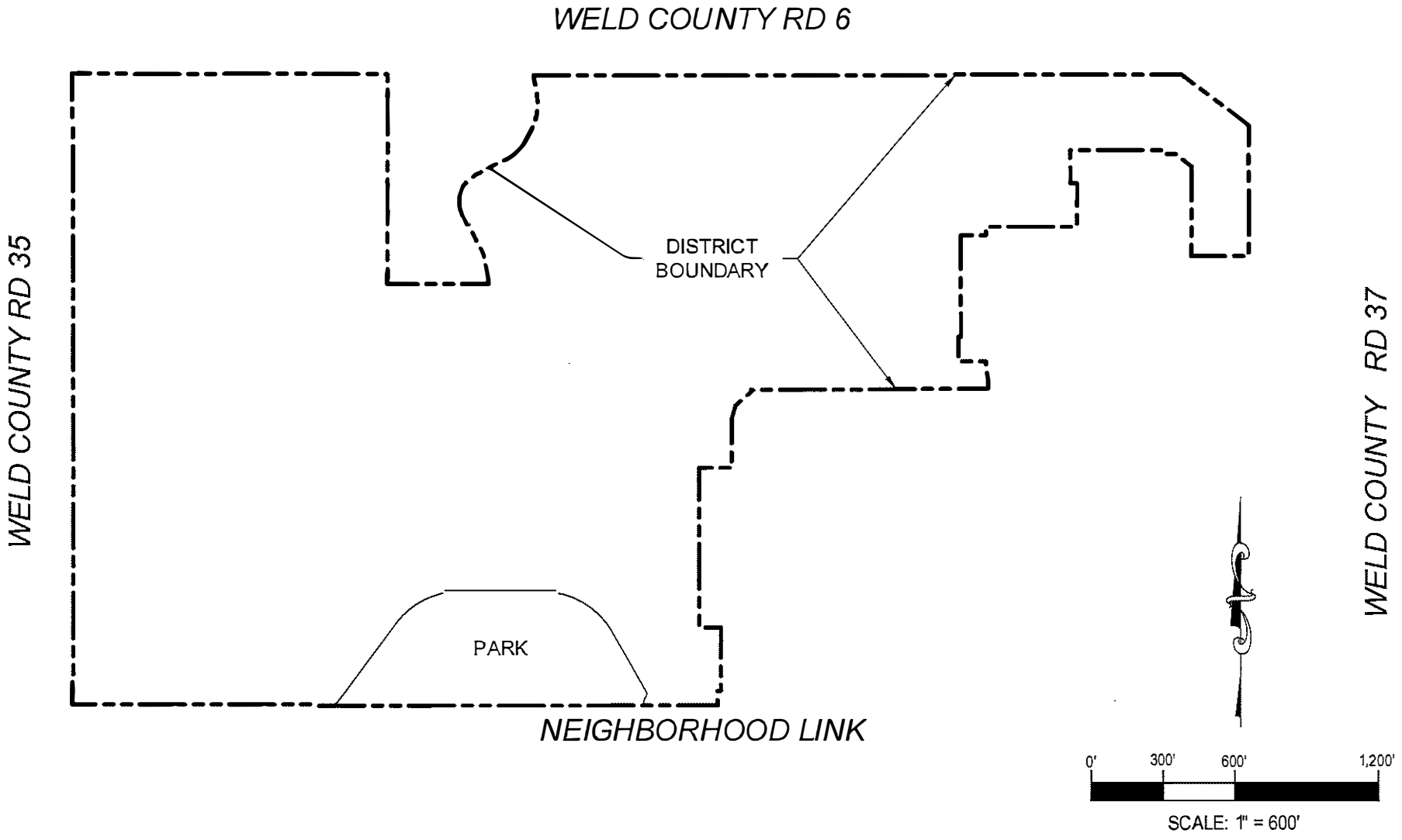
PARAGON ENGINEERING CONSULTANTS, INC.	BLUE LAKE DEVELOPMENT WATERLINE						
	DATE:	2/5/2018	JOB #:	16-016	SCALE:	1" = 600'	FIGURE:

BLUE LAKE METROPOLITAN DISTRICT



PARAGON ENGINEERING CONSULTANTS, INC.	BLUE LAKE DEVELOPMENT STORM SEWER						
DATE:	2/5/2018	JOB #:	16-016	SCALE:	1" = 600'	FIGURE:	

BLUE LAKE METROPOLITAN DISTRICT



PARAGON ENGINEERING CONSULTANTS, INC.

BLUE LAKE DEVELOPMENT
REGIONAL PARK EXHIBIT

DATE:	2/8/2018	JOB #:	16-016	SCALE:	1" = 600'	FIGURE:

EXHIBIT G

Financial Plan

D.A.DAVIDSON

BLUE LAKE METROPOLITAN DISTRICT #4

Development Projection at 55.277 (target) District Mills for Debt Service -- 01/19/2018

Series 2024A, G.O. Bonds, 130x, Assumes Investment Grade, 30-yr. Maturity; plus Ser. 2024B Cash-Flow Subs

	<<<<<<<< Residential >>>>>>>>				< Platted/Developed Lots >						
YEAR	Total Res'l Units	Mkt Value Biennial Reasses'mt @2.0%	Cumulative Market Value	As'ed Value @7.20% of Market (2-yr lag)	Cumulative Market Value	As'ed Value @29.00% of Market (2-yr lag)	Total Assessed Value	District D/S Mill Levy [55.277 Target] [55.277 Cap]	District D/S Mill Levy Collections @98%	District S.O. Taxes Collected @6%	Total Available Revenue
2017	0		0		0						$0
2018	0		0		787,500			55.277	$0	$0	0
2019	25		8,032,500	0	3,150,000	0	$0	55.277	0	0	0
2020	100	160,650	40,965,750	0	2,898,000	228,375	228,375	55.277	12,371	742	13,114
2021	92		71,719,558	578,340	2,835,000	913,500	1,491,840	55.277	80,815	4,849	85,664
2022	90	1,434,391	103,840,901	2,949,534	2,835,000	840,420	3,789,954	55.277	205,307	12,318	217,626
2023	90		135,141,592	5,163,808	2,835,000	822,150	5,985,958	55.277	324,268	19,456	343,724
2024	90	2,702,832	169,771,128	7,476,545	2,835,000	822,150	8,298,695	55.277	449,552	26,973	476,526
2025	90		202,336,367	9,730,195	2,835,000	822,150	10,552,345	55.277	571,636	34,298	605,934
2026	90	4,046,727	239,599,637	12,223,521	2,835,000	822,150	13,045,671	55.277	706,703	42,402	749,105
2027	90		273,480,512	14,568,218	1,575,000	822,150	15,390,368	55.277	833,719	50,023	883,742
2028	50	5,469,610	298,149,284	17,251,174	0	822,150	18,073,324	55.277	979,058	58,744	1,037,802
2029	0		298,149,284	19,690,597	0	456,750	20,147,347	55.277	1,091,411	65,485	1,156,896
2030	0	5,962,986	304,112,270	21,466,748	0	0	21,466,748	55.277	1,162,885	69,773	1,232,658
2031	0		304,112,270	21,466,748	0	0	21,466,748	55.277	1,162,885	69,773	1,232,658
2032	0	6,082,245	310,194,515	21,896,083	0	0	21,896,083	55.277	1,186,143	71,169	1,257,311
2033	0		310,194,515	21,896,083	0	0	21,896,083	55.277	1,186,143	71,169	1,257,311
2034	0	6,203,890	316,398,405	22,334,005	0	0	22,334,005	55.277	1,209,866	72,592	1,282,458
2035	0		316,398,405	22,334,005	0	0	22,334,005	55.277	1,209,866	72,592	1,282,458
2036	0	6,327,968	322,726,374	22,780,685	0	0	22,780,685	55.277	1,234,063	74,044	1,308,107
2037	0		322,726,374	22,780,685	0	0	22,780,685	55.277	1,234,063	74,044	1,308,107
2038		6,454,527	329,180,901	23,236,299	0	0	23,236,299	55.277	1,258,744	75,525	1,334,269
2039			329,180,901	23,236,299	0	0	23,236,299	55.277	1,258,744	75,525	1,334,269
2040		6,583,618	335,764,519	23,701,025	0	0	23,701,025	55.277	1,283,919	77,035	1,360,954
2041			335,764,519	23,701,025	0	0	23,701,025	55.277	1,283,919	77,035	1,360,954
2042		6,715,290	342,479,809	24,175,045	0	0	24,175,045	55.277	1,309,598	78,576	1,388,173
2043			342,479,809	24,175,045	0	0	24,175,045	55.277	1,309,598	78,576	1,388,173
2044		6,849,596	349,329,406	24,658,546	0	0	24,658,546	55.277	1,335,789	80,147	1,415,937
2045			349,329,406	24,658,546	0	0	24,658,546	55.277	1,335,789	80,147	1,415,937
2046		6,986,588	356,315,994	25,151,717	0	0	25,151,717	55.277	1,362,505	81,750	1,444,256
2047			356,315,994	25,151,717	0	0	25,151,717	55.277	1,362,505	81,750	1,444,256
2048		7,126,320	363,442,314	25,654,752	0	0	25,654,752	55.277	1,389,755	83,385	1,473,141
2049			363,442,314	25,654,752	0	0	25,654,752	55.277	1,389,755	83,385	1,473,141
2050		7,268,846	370,711,160	26,167,847	0	0	26,167,847	55.277	1,417,550	85,053	1,502,603
2051			370,711,160	26,167,847	0	0	26,167,847	55.277	1,417,550	85,053	1,502,603
2052		7,414,223	378,125,383	26,691,204	0	0	26,691,204	55.277	1,445,901	86,754	1,532,656
2053			378,125,383	26,691,204	0	0	26,691,204	55.277	1,445,901	86,754	1,532,656
2054		7,562,508	385,687,891	27,225,028	0	0	27,225,028	55.277	1,474,819	88,489	1,563,309
	807	101,352,817							37,923,100	2,275,386	40,198,486

BLUE LAKE METROPOLITAN DISTRICT #4

Development Projection at 55.277 (target) District Mills for Debt Service -- 01/19/2018

Series 2024A, G.O. Bonds, 130x, Assumes Investment Grade, 30-yr. Maturity; plus Ser. 2024B Cash-Flow Subs

YEAR	Net Available for Debt Svc	Ser.2024A $14,025,000 Par [Net$13.755 MM] Net Debt Service	Annual Surplus	Surplus Release @ to $1,402,500	Cumulative Surplus $1,402,500 Target	Debt/ Assessed Ratio	Debt/ Act'l Value Ratio	Cov. of Net DS: @55.277 Cap
2017	$0							
2018	0		n/a		$0	n/a	n/a	0%
2019	0		n/a		0	0%	0%	0%
2020	13,114		n/a		0	0%	0%	0%
2021	85,664		n/a		0	0%	0%	0%
2022	217,626		n/a		0	0%	0%	0%
2023	343,724		n/a		0	0%	0%	0%
2024	476,526	$0	$476,526		476,526	133%	7%	0%
2025	605,934	631,125	(25,191)	$0	451,335	108%	6%	96%
2026	749,105	631,125	117,980	0	569,315	91%	5%	119%
2027	883,742	676,125	207,617	0	776,932	77%	5%	131%
2028	1,037,802	784,100	253,702	0	1,030,634	69%	5%	132%
2029	1,156,896	872,125	284,771	0	1,315,404	63%	4%	133%
2030	1,232,658	915,875	316,783	229,688	1,402,500	62%	4%	135%
2031	1,232,658	917,150	315,508	315,508	1,402,500	59%	4%	134%
2032	1,257,311	912,750	344,561	344,561	1,402,500	58%	4%	138%
2033	1,257,311	912,900	344,411	344,411	1,402,500	55%	4%	138%
2034	1,282,458	917,375	365,083	365,083	1,402,500	53%	4%	140%
2035	1,282,458	915,950	366,508	366,508	1,402,500	51%	4%	140%
2036	1,308,107	913,850	394,257	394,257	1,402,500	49%	3%	143%
2037	1,308,107	916,075	392,032	392,032	1,402,500	48%	3%	143%
2038	1,334,269	917,400	416,869	416,869	1,402,500	44%	3%	145%
2039	1,334,269	912,825	421,444	421,444	1,402,500	41%	3%	146%
2040	1,360,954	917,575	443,379	443,379	1,402,500	39%	3%	148%
2041	1,360,954	916,200	444,754	444,754	1,402,500	37%	3%	149%
2042	1,388,173	913,925	474,248	474,248	1,402,500	35%	2%	152%
2043	1,388,173	915,750	472,423	472,423	1,402,500	32%	2%	152%
2044	1,415,937	916,450	499,487	499,487	1,402,500	29%	2%	155%
2045	1,415,937	916,025	499,912	499,912	1,402,500	26%	2%	155%
2046	1,444,256	914,475	529,781	529,781	1,402,500	24%	2%	158%
2047	1,444,256	916,800	527,456	527,456	1,402,500	21%	1%	158%
2048	1,473,141	912,775	560,366	560,366	1,402,500	18%	1%	161%
2049	1,473,141	917,625	555,516	555,516	1,402,500	15%	1%	161%
2050	1,502,603	915,900	586,703	586,703	1,402,500	13%	1%	164%
2051	1,502,603	917,825	584,778	584,778	1,402,500	9%	1%	164%
2052	1,532,656	913,175	619,481	619,481	1,402,500	6%	0%	168%
2053	1,532,656	917,175	615,481	615,481	1,402,500	3%	0%	167%
2054	1,563,309	914,375	648,934	2,051,434	0	0%	0%	171%
	40,198,486	26,482,800	13,055,558	13,055,558				

[AJan1918 26IgbA]

BLUE LAKE METROPOLITAN DISTRICT #4

D.A.DAVIDSON

Development Projection at 55.277 (target) District Mills for Debt Service -- 01/19/2018

Series 2024A, G.O. Bonds, 130x, Assumes Investment Grade, 30-yr. Maturity; plus Ser. 2024B Cash-Flow Subs

Series 2024B Cash-Flow Subs. > > >

YEAR	Surplus Available for Sub Debt Service	Application of Prior Year Surplus	Date Bonds Issued	Total Available for Sub Debt Service	Sub Bond Interest on Balance 7.50%	Less Payments Toward Sub Bond Interest	Accrued Interest + Int.lon Bal.@ 7.50%	Less Payments Toward Accrued Interest	Balance of Accrued Interest	Sub Bonds Principal Issued	Less Payments Toward Bond Principal	Balance of Sub Bond Principal	Total Sub. Debt Pmts.	Surplus Cash Flow	Surplus Release	Cum.Surplus
2017																
2018																
2019																
2020																
2021																
2022																
2023																
2024	$0		12/1/24	$0	$9,806	$0	$9,806	$0	$9,806	$3,362,000	$0	$3,362,000	$0	$0		$0
2025	0	$0		0	252,150	0	252,885	0	262,691		0	3,362,000	0	0	$0	0
2026	0	0		0	252,150	0	271,852	0	534,543		0	3,362,000	0	0	0	0
2027	0	0		0	252,150	0	292,241	0	826,784		0	3,362,000	0	0	0	0
2028	0	0		0	252,150	0	314,159	0	1,140,943		0	3,362,000	0	0	0	0
2029	0	0		0	252,150	0	337,721	0	1,478,663		0	3,362,000	0	0	0	0
2030	229,688	0		229,688	252,150	229,688	133,362	0	1,612,025		0	3,362,000	229,688	0	0	0
2031	315,508	0		315,508	252,150	252,150	120,902	63,358	1,669,569		0	3,362,000	315,508	0	0	0
2032	344,561	0		344,561	252,150	252,150	125,218	92,411	1,702,375		0	3,362,000	344,561	0	0	0
2033	344,411	0		344,411	252,150	252,150	127,678	92,261	1,737,792		0	3,362,000	344,411	0	0	0
2034	365,083	0		365,083	252,150	252,150	130,334	112,933	1,755,194		0	3,362,000	365,083	0	0	0
2035	366,508	0		366,508	252,150	252,150	131,640	114,358	1,772,476		0	3,362,000	366,508	0	0	0
2036	394,257	0		394,257	252,150	252,150	132,936	142,107	1,763,305		0	3,362,000	394,257	0	0	0
2037	392,032	0		392,032	252,150	252,150	132,248	139,882	1,755,671		0	3,362,000	392,032	0	0	0
2038	416,869	0		416,869	252,150	252,150	131,675	164,719	1,722,628		0	3,362,000	416,869	0	0	0
2039	421,444	0		421,444	252,150	252,150	129,197	169,294	1,682,531		0	3,362,000	421,444	0	0	0
2040	443,379	0		443,379	252,150	252,150	126,190	191,229	1,617,491		0	3,362,000	443,379	0	0	0
2041	444,754	0		444,754	252,150	252,150	121,312	192,604	1,546,199		0	3,362,000	444,754	0	0	0
2042	474,248	0		474,248	252,150	252,150	115,965	222,098	1,440,065		0	3,362,000	474,248	0	0	0
2043	472,423	0		472,423	252,150	252,150	108,005	220,273	1,327,797		0	3,362,000	472,423	0	0	0
2044	499,487	0		499,487	252,150	252,150	99,585	247,337	1,180,045		0	3,362,000	499,487	0	0	0
2045	499,912	0		499,912	252,150	252,150	88,503	247,762	1,020,786		0	3,362,000	499,912	0	0	0
2046	529,781	0		529,781	252,150	252,150	76,559	277,631	819,715		0	3,362,000	529,781	0	0	0
2047	527,456	0		527,456	252,150	252,150	61,479	275,306	605,888		0	3,362,000	527,456	0	0	0
2048	560,366	0		560,366	252,150	252,150	45,442	308,216	343,114		0	3,362,000	560,366	0	0	0
2049	555,516	0		555,516	252,150	252,150	25,734	303,366	65,482		0	3,362,000	555,516	0	0	0
2050	586,703	0		586,703	252,150	252,150	4,911	70,393	0		264,000	3,098,000	586,543	161	0	161
2051	584,778	161		584,939	232,350	232,350	0	0	0		352,000	2,746,000	584,350	428	0	589
2052	619,481	589		620,070	205,950	205,950	0	0	0		414,000	2,332,000	619,950	(469)	0	120
2053	615,481	120		615,600	174,900	174,900	0	0	0		440,000	1,892,000	614,900	581	0	700
2054	2,051,434	0		2,051,434	141,900	141,900	0	0	0		1,892,000	0	2,033,900	17,534	18,234	0
	13,055,558	870		13,056,428	7,320,806	6,027,788	3,647,537	3,647,537		3,362,000	3,362,000		13,037,324	18,234	18,234	

COI(est.): 100,860
Proceeds: 3,261,140

BLUE LAKE METROPOLITAN DISTRICT #4

D|A|DAVIDSON
FIXED INCOME CAPITAL MARKETS

Development Projection -- Buildout Plan (updated 1/19/18)

Residential Development | **Residential Summary**

YEAR	# Lots Devel'd	Incr/(Decr) in Finished Lot Value @ 10%	*SFD's* # Units Completed 807 target	Price Inflated@ 2%	Market Value	Total Residential Market Value	Total Res'l Units	Value of Platted & Developed Lots Adjustment[1]	Value of Platted & Developed Lots Adjusted Value
2017	0	0		$315,000	0	$0	0	*0*	0
2018	25	787,500		315,000	0	0	0	*0*	787,500
2019	100	2,362,500	25	321,300	8,032,500	8,032,500	25	*0*	2,362,500
2020	92	(252,000)	100	327,726	32,772,600	32,772,600	100	*0*	(252,000)
2021	90	(63,000)	92	334,281	30,753,808	30,753,808	92	*0*	(63,000)
2022	90	0	90	340,966	30,686,952	30,686,952	90	*0*	0
2023	90	0	90	347,785	31,300,691	31,300,691	90	*0*	0
2024	90	0	90	354,741	31,926,705	31,926,705	90	*0*	0
2025	90	0	90	361,836	32,565,239	32,565,239	90	*0*	0
2026	90	0	90	369,073	33,216,543	33,216,543	90	*0*	0
2027	50	(1,260,000)	90	376,454	33,880,874	33,880,874	90	*0*	(1,260,000)
2028	0	(1,575,000)	50	383,983	19,199,162	19,199,162	50	*0*	(1,575,000)
2029	0	0	0	391,663	0	0	0	*0*	0
2030	0	0	0	399,496	0	0	0	*0*	0
2031	0	0	0	407,486	0	0	0	*0*	0
2032	0	0	0	415,636	0	0	0	*0*	0
2033	0	0	0	423,949	0	0	0	*0*	0
2034	0	0	0	432,427	0	0	0	*0*	0
2035	0	0	0	441,076	0	0	0	*0*	0
2036	0	0	0	449,898	0	0	0	*0*	0
2037		0	0	458,896	0	0	0	*0*	0
	807	0	807		284,335,073	284,335,073	807	0	0

[1] Adj. to actual/prelim AV; Incl Ag.

Prepared by D.A. Davidson & Co.

D.A. DAVIDSON
FIXED INCOME CAPITAL MARKETS

SOURCES AND USES OF FUNDS

BLUE LAKE METROPOLITAN DISTRICT #4
Combined Results

GENERAL OBLIGATION BONDS, SERIES 2024A
SUBORDINATE BONDS, SERIES 2024B

[Preliminary -- for discussion only]

Dated Date	12/01/2024
Delivery Date	12/01/2024

Sources:	SERIES 2024A	SERIES 2024B	Total
Bond Proceeds:			
Par Amount	14,025,000.00	3,362,000.00	17,387,000.00
	14,025,000.00	3,362,000.00	17,387,000.00

Uses:	SERIES 2024A	SERIES 2024B	Total
Project Fund Deposits:			
Project Fund	13,754,875.00	3,261,140.00	17,016,015.00
Cost of Issuance:			
Other Cost of Issuance	200,000.00		200,000.00
Delivery Date Expenses:			
Underwriter's Discount	70,125.00	100,860.00	170,985.00
	14,025,000.00	3,362,000.00	17,387,000.00

D.A. DAVIDSON
FIXED INCOME CAPITAL MARKETS

SOURCES AND USES OF FUNDS

BLUE LAKE METROPOLITAN DISTRICT #4
GENERAL OBLIGATION BONDS, SERIES 2024A
55.277 (target) Mills
Assumes Investment Grade, 130x, 30-yr. Maturity
(Full Growth / No Future Reassessment Projections*)
[Preliminary -- for discsussion only]

Dated Date	12/01/2024
Delivery Date	12/01/2024

Sources:	
Bond Proceeds:	
Par Amount	14,025,000.00
	14,025,000.00

Uses:	
Project Fund Deposits:	
Project Fund	13,754,875.00
Cost of Issuance:	
Other Cost of Issuance	200,000.00
Delivery Date Expenses:	
Underwriter's Discount	70,125.00
	14,025,000.00

Note: [*] Assumes 2% Bi-Reassessment thru Issuance date.

D.A. DAVIDSON
FIXED INCOME CAPITAL MARKETS

BOND SUMMARY STATISTICS

BLUE LAKE METROPOLITAN DISTRICT #4
GENERAL OBLIGATION BONDS, SERIES 2024A
55.277 (target) Mills
Assumes Investment Grade, 130x, 30-yr. Maturity
(Full Growth / No Future Reassessment Projections*)
[Preliminary -- for discsussion only]

Dated Date	12/01/2024
Delivery Date	12/01/2024
First Coupon	06/01/2025
Last Maturity	12/01/2054
Arbitrage Yield	4.500000%
True Interest Cost (TIC)	4.540298%
Net Interest Cost (NIC)	4.525331%
All-In TIC	4.656868%
Average Coupon	4.500000%
Average Life (years)	19.739
Weighted Average Maturity (years)	19.739
Duration of Issue (years)	12.707
Par Amount	14,025,000.00
Bond Proceeds	14,025,000.00
Total Interest	12,457,800.00
Net Interest	12,527,925.00
Bond Years from Dated Date	276,840,000.00
Bond Years from Delivery Date	276,840,000.00
Total Debt Service	26,482,800.00
Maximum Annual Debt Service	917,825.00
Average Annual Debt Service	882,760.00
Underwriter's Fees (per $1000)	
Average Takedown	
Other Fee	5.000000
Total Underwriter's Discount	5.000000
Bid Price	99.500000

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Term Bond due 2054	14,025,000.00	100.000	4.500%	19.739	08/27/2044	23,001.00
	14,025,000.00			19.739		23,001.00

	TIC	All-In TIC	Arbitrage Yield
Par Value	14,025,000.00	14,025,000.00	14,025,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-70,125.00	-70,125.00	
- Cost of Issuance Expense		-200,000.00	
- Other Amounts			
Target Value	13,954,875.00	13,754,875.00	14,025,000.00
Target Date	12/01/2024	12/01/2024	12/01/2024
Yield	4.540298%	4.656868%	4.500000%

D.A. DAVIDSON
FIXED INCOME CAPITAL MARKETS

BOND DEBT SERVICE

BLUE LAKE METROPOLITAN DISTRICT #4
GENERAL OBLIGATION BONDS, SERIES 2024A
55.277 (target) Mills
Assumes Investment Grade, 130x, 30-yr. Maturity
(Full Growth / No Future Reassessment Projections*)
[Preliminary -- for discsussion only]

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2025			315,562.50	315,562.50	
12/01/2025			315,562.50	315,562.50	631,125
06/01/2026			315,562.50	315,562.50	
12/01/2026			315,562.50	315,562.50	631,125
06/01/2027			315,562.50	315,562.50	
12/01/2027	45,000	4.500%	315,562.50	360,562.50	676,125
06/01/2028			314,550.00	314,550.00	
12/01/2028	155,000	4.500%	314,550.00	469,550.00	784,100
06/01/2029			311,062.50	311,062.50	
12/01/2029	250,000	4.500%	311,062.50	561,062.50	872,125
06/01/2030			305,437.50	305,437.50	
12/01/2030	305,000	4.500%	305,437.50	610,437.50	915,875
06/01/2031			298,575.00	298,575.00	
12/01/2031	320,000	4.500%	298,575.00	618,575.00	917,150
06/01/2032			291,375.00	291,375.00	
12/01/2032	330,000	4.500%	291,375.00	621,375.00	912,750
06/01/2033			283,950.00	283,950.00	
12/01/2033	345,000	4.500%	283,950.00	628,950.00	912,900
06/01/2034			276,187.50	276,187.50	
12/01/2034	365,000	4.500%	276,187.50	641,187.50	917,375
06/01/2035			267,975.00	267,975.00	
12/01/2035	380,000	4.500%	267,975.00	647,975.00	915,950
06/01/2036			259,425.00	259,425.00	
12/01/2036	395,000	4.500%	259,425.00	654,425.00	913,850
06/01/2037			250,537.50	250,537.50	
12/01/2037	415,000	4.500%	250,537.50	665,537.50	916,075
06/01/2038			241,200.00	241,200.00	
12/01/2038	435,000	4.500%	241,200.00	676,200.00	917,400
06/01/2039			231,412.50	231,412.50	
12/01/2039	450,000	4.500%	231,412.50	681,412.50	912,825
06/01/2040			221,287.50	221,287.50	
12/01/2040	475,000	4.500%	221,287.50	696,287.50	917,575
06/01/2041			210,600.00	210,600.00	
12/01/2041	495,000	4.500%	210,600.00	705,600.00	916,200
06/01/2042			199,462.50	199,462.50	
12/01/2042	515,000	4.500%	199,462.50	714,462.50	913,925
06/01/2043			187,875.00	187,875.00	
12/01/2043	540,000	4.500%	187,875.00	727,875.00	915,750
06/01/2044			175,725.00	175,725.00	
12/01/2044	565,000	4.500%	175,725.00	740,725.00	916,450
06/01/2045			163,012.50	163,012.50	
12/01/2045	590,000	4.500%	163,012.50	753,012.50	916,025
06/01/2046			149,737.50	149,737.50	
12/01/2046	615,000	4.500%	149,737.50	764,737.50	914,475
06/01/2047			135,900.00	135,900.00	
12/01/2047	645,000	4.500%	135,900.00	780,900.00	916,800
06/01/2048			121,387.50	121,387.50	
12/01/2048	670,000	4.500%	121,387.50	791,387.50	912,775
06/01/2049			106,312.50	106,312.50	
12/01/2049	705,000	4.500%	106,312.50	811,312.50	917,625
06/01/2050			90,450.00	90,450.00	
12/01/2050	735,000	4.500%	90,450.00	825,450.00	915,900
06/01/2051			73,912.50	73,912.50	
12/01/2051	770,000	4.500%	73,912.50	843,912.50	917,825
06/01/2052			56,587.50	56,587.50	
12/01/2052	800,000	4.500%	56,587.50	856,587.50	913,175
06/01/2053			38,587.50	38,587.50	
12/01/2053	840,000	4.500%	38,587.50	878,587.50	917,175
06/01/2054			19,687.50	19,687.50	
12/01/2054	875,000	4.500%	19,687.50	894,687.50	914,375
	14,025,000		12,457,800.00	26,482,800.00	26,482,800

D|A|DAVIDSON
FIXED INCOME CAPITAL MARKETS

NET DEBT SERVICE

BLUE LAKE METROPOLITAN DISTRICT #4
GENERAL OBLIGATION BONDS, SERIES 2024A
55.277 (target) Mills
Assumes Investment Grade, 130x, 30-yr. Maturity
(Full Growth / No Future Reassessment Projections*)
[Preliminary -- for discsussion only]

Period Ending	Principal	Interest	Total Debt Service	Net Debt Service
12/01/2025		631,125	631,125	631,125
12/01/2026		631,125	631,125	631,125
12/01/2027	45,000	631,125	676,125	676,125
12/01/2028	155,000	629,100	784,100	784,100
12/01/2029	250,000	622,125	872,125	872,125
12/01/2030	305,000	610,875	915,875	915,875
12/01/2031	320,000	597,150	917,150	917,150
12/01/2032	330,000	582,750	912,750	912,750
12/01/2033	345,000	567,900	912,900	912,900
12/01/2034	365,000	552,375	917,375	917,375
12/01/2035	380,000	535,950	915,950	915,950
12/01/2036	395,000	518,850	913,850	913,850
12/01/2037	415,000	501,075	916,075	916,075
12/01/2038	435,000	482,400	917,400	917,400
12/01/2039	450,000	462,825	912,825	912,825
12/01/2040	475,000	442,575	917,575	917,575
12/01/2041	495,000	421,200	916,200	916,200
12/01/2042	515,000	398,925	913,925	913,925
12/01/2043	540,000	375,750	915,750	915,750
12/01/2044	565,000	351,450	916,450	916,450
12/01/2045	590,000	326,025	916,025	916,025
12/01/2046	615,000	299,475	914,475	914,475
12/01/2047	645,000	271,800	916,800	916,800
12/01/2048	670,000	242,775	912,775	912,775
12/01/2049	705,000	212,625	917,625	917,625
12/01/2050	735,000	180,900	915,900	915,900
12/01/2051	770,000	147,825	917,825	917,825
12/01/2052	800,000	113,175	913,175	913,175
12/01/2053	840,000	77,175	917,175	917,175
12/01/2054	875,000	39,375	914,375	914,375
	14,025,000	12,457,800	26,482,800	26,482,800

D.A. DAVIDSON
FIXED INCOME CAPITAL MARKETS

BOND SOLUTION

BLUE LAKE METROPOLITAN DISTRICT #4
GENERAL OBLIGATION BONDS, SERIES 2024A
55.277 (target) Mills
Assumes Investment Grade, 130x, 30-yr. Maturity
(Full Growth / No Future Reassessment Projections*)
[Preliminary -- for discsussion only]

Period Ending	Proposed Principal	Proposed Debt Service	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Serv Coverage
12/01/2025		631,125	631,125	605,934	-25,191	96.00857%
12/01/2026		631,125	631,125	749,105	117,980	118.69364%
12/01/2027	45,000	676,125	676,125	883,742	207,617	130.70687%
12/01/2028	155,000	784,100	784,100	1,021,071	236,971	130.22206%
12/01/2029	250,000	872,125	872,125	1,140,165	268,040	130.73415%
12/01/2030	305,000	915,875	915,875	1,193,314	277,439	130.29225%
12/01/2031	320,000	917,150	917,150	1,193,314	276,164	130.11113%
12/01/2032	330,000	912,750	912,750	1,193,314	280,564	130.73834%
12/01/2033	345,000	912,900	912,900	1,193,314	280,414	130.71686%
12/01/2034	365,000	917,375	917,375	1,193,314	275,939	130.07921%
12/01/2035	380,000	915,950	915,950	1,193,314	277,364	130.28159%
12/01/2036	395,000	913,850	913,850	1,193,314	279,464	130.58097%
12/01/2037	415,000	916,075	916,075	1,193,314	277,239	130.26381%
12/01/2038	435,000	917,400	917,400	1,193,314	275,914	130.07567%
12/01/2039	450,000	912,825	912,825	1,193,314	280,489	130.72760%
12/01/2040	475,000	917,575	917,575	1,193,314	275,739	130.05086%
12/01/2041	495,000	916,200	916,200	1,193,314	277,114	130.24604%
12/01/2042	515,000	913,925	913,925	1,193,314	279,389	130.57025%
12/01/2043	540,000	915,750	915,750	1,193,314	277,564	130.31004%
12/01/2044	565,000	916,450	916,450	1,193,314	276,864	130.21051%
12/01/2045	590,000	916,025	916,025	1,193,314	277,289	130.27092%
12/01/2046	615,000	914,475	914,475	1,193,314	278,839	130.49172%
12/01/2047	645,000	916,800	916,800	1,193,314	276,514	130.16080%
12/01/2048	670,000	912,775	912,775	1,193,314	280,539	130.73476%
12/01/2049	705,000	917,625	917,625	1,193,314	275,689	130.04377%
12/01/2050	735,000	915,900	915,900	1,193,314	277,414	130.28870%
12/01/2051	770,000	917,825	917,825	1,193,314	275,489	130.01544%
12/01/2052	800,000	913,175	913,175	1,193,314	280,139	130.67749%
12/01/2053	840,000	917,175	917,175	1,193,314	276,139	130.10758%
12/01/2054	875,000	914,375	914,375	1,193,314	278,939	130.50599%
	14,025,000	26,482,800	26,482,800	34,232,872	7,750,072	

D.A. DAVIDSON
FIXED INCOME CAPITAL MARKETS

SOURCES AND USES OF FUNDS

BLUE LAKE METROPOLITAN DISTRICT #4
SUBORDINATE BONDS, SERIES 2024B
Non-Rated, Cash-Flow Bonds, Annual Pay, 12/15/2054 (Stated) Maturity
[Preliminary -- for discsussion only]

Dated Date	12/01/2024
Delivery Date	12/01/2024

Sources:	
Bond Proceeds:	
Par Amount	3,362,000.00
	3,362,000.00

Uses:	
Project Fund Deposits:	
Project Fund	3,261,140.00
Delivery Date Expenses:	
Underwriter's Discount	100,860.00
	3,362,000.00

D|A|DAVIDSON
FIXED INCOME CAPITAL MARKETS

BOND PRICING

BLUE LAKE METROPOLITAN DISTRICT #4
SUBORDINATE BONDS, SERIES 2024B
Non-Rated, Cash-Flow Bonds, Annual Pay, 12/15/2054 (Stated) Maturity
[Preliminary -- for discsussion only]

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Term Bond due 2054:					
	12/15/2054	3,362,000	7.500%	7.500%	100.000
		3,362,000			

Dated Date	12/01/2024	
Delivery Date	12/01/2024	
First Coupon	12/15/2024	
Par Amount	3,362,000.00	
Original Issue Discount		
Production	3,362,000.00	100.000000%
Underwriter's Discount	-100,860.00	-3.000000%
Purchase Price	3,261,140.00	97.000000%
Accrued Interest		
Net Proceeds	3,261,140.00	

EXHIBIT H

Resolution of Approval

TOWN OF LOCHBUIE, COLORADO
RESOLUTION NO. 2018-_

RESOLUTION OF THE BOARD OF TRUSTEES,
TOWN OF LOCHBUIE, COLORADO,
APPROVING THE SERVICE PLAN FOR
BLUE LAKE METROPOLITAN DISTRICT NO. 4
AND CONDITIONALLY APPROVING AN INTERGOVERNMENTAL AGREEMENT
IN THE FORM ATTACHED AS EXHIBIT I TO THE SERVICE PLAN

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., as amended, a Service Plan for Blue Lake Metropolitan District No. 4, attached hereto as Exhibit A, (the "Service Plan") was submitted to the Board of Trustees (the "Town Board") of the Town of Lochbuie, Colorado (the "Town") (the Blue Lake Metropolitan District No. 4 is referred to herein as the "District"); and

WHEREAS, the property within the District Boundaries, as that term is defined in the Service Plan, is included within the boundaries of the Town; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended (the "Special District Act"), the Town Board held a public hearing on the Service Plan of the District on June 5, 2018; and

WHEREAS, notice of the public hearing before the Town Board was duly published in the Brighton Standard-Blade, a newspaper of general circulation within the Town, on May 16, 2018 and otherwise provided in accordance with the requirements in the Special District Act; and

WHEREAS, the Town Board has considered the Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the proposed District requires a written resolution acknowledging approval of the Service Plan; and

WHEREAS, the Service Plan requires the District at its first meeting after organization to approve an intergovernmental agreement with the Town that memorializes the financial and operating constraints on the District in the form attached as Exhibit H to the Service Plan the ("IGA"); and

WHEREAS, under the Service Plan, if the District fails to approve the IGA in the form approved by the Board, such failure will constitute a material modification of the Service Plan requiring the petitioner to submit an amendment to the Service Plan to the Town Board; and

WHEREAS, the Town Board desires to conditionally approve the IGA subject to any minor changes that may be approved by the Town Attorney.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF LOCHBUIE, COLORADO:

Section 1. The Town Board hereby determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S relating to the filing of the Service Plan for the proposed Blue Lake Metropolitan District No. 4 have been fulfilled and that notice of the hearing was given in the time and manner required by the Town and state law.

Section 2. The Town Board further determines that all pertinent facts, matters and issues were submitted at the June 5, 2018 public hearing; that all interested parties were heard or had the opportunity to be heard; and that evidence satisfactory to the Town Board of each of the following was presented:

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

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

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

d. The area to be included within the proposed Districts has or will have the financial ability to discharge the proposed indebtedness on a reasonable basis.

Section 3. Approval of Service Plan. The Town Board hereby approves the Service Plan.

Section 4. Conditional Approval of IGA. The Town Board hereby approves the IGA in the form attached as Exhibit I to the Service Plan and authorizes the Mayor to sign the IGA with such minor editorial changes that may be approved by the Town Attorney and so long as the proposed District has approved the IGA at the first meeting of its Board of Directors.

Section 5. This Resolution shall be filed in the records of the Town and a certified copy thereof submitted to the petitioner, for the purpose of filing in the Weld County District Court.

Section 6. Severability. If any part, section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

Section 7. Effective Date. This Resolution shall be effective immediately upon approval of the Town Board of the Town of Lochbuie.

INTRODUCED, READ AND ADOPTED THIS e day of e e2018.

BOARD OF TRUSTEES OF THE TOWN
OF LOCHBUIE, COLORADO

By:e_____
Michael Mahoney, Mayor

ATTEST:

_____
Monica Mendoza, Town Clerk

EXHIBIT I

FORM OF INTERGOVERNMENTAL AGREEMENT
TOWN OF LOCHBUIE

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF LOCHBUIE, COLORADO

AND THE

BLUE LAKE METROPOLITAN DISTRICT NO. 4

THIS AGREEMENT is made and entered into as of thisi___ day of i_____, 2018, by and between the TOWN OF LOCHBUIE, a statutory town of the State of Colorado (the "Town"), and the BLUE LAKE METROPOLITAN DISTRICT NO. 4, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"). The Town and the District are collectively referred to as the Parties.

WITNESSETH:

WHEREAS, C.R.S. § 29-1-203 authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide; and

WHEREAS, the District was organized to provide for the construction those services and to exercise powers as are more specifically set forth in the District's Service Plan approved by the Town on June 5, 2018 (the "Service Plan"); and

WHEREAS, the Service Plan makes reference to the execution of an Intergovernmental Agreement between the Town and the District; and

WHEREAS, the Parties have determined that any capitalized term not specifically defined in this Agreement shall have that meaning as set forth in the Service Plan; and

WHEREAS, the Service Plan contemplates that the District will finance, construct and install construct and install public improvements, including streets and traffic signals, and water, sewer, storm drainage and park, open space and recreation facilities for the Blue Lake New Development (the "Public Improvements"); and

WHEREAS, the Parties have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement ("Agreement").

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Operations and Maintenance. The District or an owners association shall operate and maintain any part or all of the Public Improvements of which the District or owners

association retains ownership and that are not otherwise conveyed to the Town or other appropriate public entity. The District may impose Limited O&M Mill Levy in accordance with Section VI.f of the Service Plan and Section 20 of this Agreement as necessary to provide for administrative and general operating expenses, operating, maintaining and financing, on a cash-flow basis, Public Improvements.

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

3. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction. The District will obtain the Town's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

4. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed bonds or other obligations, the payment of which the District has promised to impose an ad valorem property tax mill levy or has pledged District revenues ("Debt"), the District shall obtain the certification of an External Financial Advisor substantially as follows:

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

5. Inclusion. The District shall not include within its boundaries any property outside the Inclusion Property without the prior written consent of the Town Board.

6. Initial Debt Limitation. On or before the effective date of approval by the Town and the execution of this Agreement, the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating

fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

7. Total Debt Issuance. The District along with its related districts (Blue Lake Metropolitan District No. 5 and Blue Lake Metropolitan District No. 6, together with the District the "Districts") shall not issue Debt in excess of Nineteen Million Dollars ($19,000,000).

8. Mill Levy Cap. The Districts shall not impose a mill levy in excess of the Mill Levy Cap, except as may be specifically permitted by the Service Plan. The Limited Debt Mill Levy shall be 50.277 mills and the Limited O&M Mill Levy shall not exceed 5.000 mills without a corresponding reduction in the Limited Debt Mill Levy, so that the combined total mill levy will not exceed the Mill Levy Cap of 55.277 mills. The Mill Levy Cap and the Limited Debt Mill Levy may be adjusted to take into account legislative or constitutionally imposed adjustments in assessed values or the method of their calculation, and 2018 shall be the base year for calculation of any adjustments such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2018, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

9. Maximum Mill Levy Imposition Term for Repayment of Debt. The District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy by the respective District, unless a majority of the Board of Directors of such District are residents of such District and have voted in favor of a refunding of a part or all of the Debt or such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S., et seq.

10. Limitations on Fees and Charges. The District shall not pledge any District fee(s) or charge(s), other than those shown in the financial plan attached to the Service Plan, to the repayment of Debt unless specifically authorized by the Town Board in advance and in writing, which shall be evidenced by a resolution of the Town Board which resolution shall specifically identify the proposed fee(s) and charge(s) and the estimated duration of the fee(s) and charge(s). In addition, the District shall not impose any District fee(s) or charge(s) to fund administrative, operating, and/or facilities maintenance expenses, including the repayment of any advances provided to the District for such purposes, unless the fee(s) or charge(s) is/are specifically authorized by the Town Board in advance and in writing, which shall be evidenced by a resolution of the Town Board which resolution shall specifically identify the purpose of the proposed fee(s) and charge(s), the estimated duration of the fee(s) or charge(s) and the amount thereof. Any fee(s) or charge(s) approved by the Town Board in accordance with Section 11 of this Agreement shall not be increased, extended, or otherwise modified by the District Board without obtaining the Town's written consent in accordance with the procedure outlined above.

11. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the Town is eligible to apply for, except unless specifically provided for herein or as may be specifically authorized by the Town in writing. This Section shall not apply to specific ownership taxes which shall be distributed to and constitute a revenue source for the District without any limitation.

12. Consolidation. Except as permitted by the Service Plan, the District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town.

13. Bankruptcy Limitation. All of the limitations contained in the Service Plan, including, but not limited to, those pertaining to the Limited Debt Mill Levy have been established under the authority of the Town to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

a. shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

b. are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Limited Debt Mill Levy (except as permitted by Section VI(c). of the Service Plan) shall be deemed a material modification of the Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town as part of a Service Plan Amendment.

14. Revenue Bond Limitation. The District shall not issue revenue bonds.

15. Subdistrict Limitation. Except as permitted by the Service Plan, the District shall not organize any subdistricts or areas pursuant to Section 31-1-1101(1)(f), C.R.S., without the prior written consent of the Town Board, which shall be evidenced by a resolution of the Town Board duly considered and adopted at a regular or special meeting of the Town Board.

16. Eminent Domain Limitation. The District shall not exercise its statutory power of eminent domain without the prior written consent of the Town Board.

17. Service Plan Amendment Requirement. Any action of the District which violates the limitations contained within the Service Plan or which violate the provisions of this Agreement may, in the Town Board's discretion, be deemed to be a material modification of the

Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin any such action(s) of the District.

18. Disclosure to Residents and Taxpayers. The District shall cause a written notice regarding the existence of the District to be recorded against all of the real property situate within the Service Area. Said written notice shall, at a minimum, be given in accordance with Section VIII of the Service Plan, shall describe the purposes for which the District was formed, and shall provide a summary of the Mill Levy Cap. The notice required by this Section shall be recorded prior to the date on which property within the District is sold to third party purchasers for construction and sale of residential property. Such notice shall be filed with the Town Administrator and the Town Attorney's Office within thirty (30) days following the date on which the same has been recorded in the real property records of Weld County, Colorado.

19. Annual Report. The District shall file an annual report ("Annual Report") to the Town Clerk each year following the year in which the Order and Decree creating the District has been issued by the District Court for and in Weld County, Colorado, containing the information set forth in Section VIII of the Service Plan.

20. Limited O&M Mill Levy. Subject to the limitations of the Mill Levy Cap, the District may impose a Limited O&M Mill Levy to fund administrative, operating, and facilities maintenance expenses, including the repayment of any advances provided to the District for such purposes. The actual Limited O&M Mill Levy to be imposed will be set by the District Board as required to fund the District's operating and administrative expenses. The Limited O&M Mill Levy shall not exceed 5.000 mills without a corresponding reduction in the Limited Debt Mill Levy (50.277 mills), so that the combined total mill levy will not exceed the Mill Levy Cap of 55.277 mills. The Limited O&M Mill Levy may be adjusted to take into account legislative or constitutionally imposed adjustments in assessed values or the method of their calculation, and 2018 shall be the base year for calculation of any adjustments such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2018, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

21. Dissolution. Upon an independent determination of the Town Board that the purposes for which the District was created have been accomplished, the District shall file a petition(s) in the District Court for and in Weld County, Colorado, for dissolution, which petition(s) shall contain a plan for dissolution, if required. If a plan for dissolution is required by the Special District Act, the Board agrees to submit such plan(s) to the Town Administrator and Town Attorney for review and approval prior to submitting the petition(s) for dissolution to the District Court. Any petition(s) for dissolution shall be filed by the District with the District court within ninety (90) days following the date on which the Town Board has made the determination that the purposes for which the District have been created have been accomplished, unless: (1) the Town Board consents to a longer time period in writing; or (2) a different time period is

required by the Special District Act. In no event shall dissolution occur until the payment or discharge of all of the outstanding indebtedness and other obligations of the District has been adequately addressed, inclusive of outstanding operational requirements, as required pursuant to the Special District Act.

22. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law, including the Annual Report, shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via Federal Express or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District:	Blue Lake Metropolitan District No. 4 c/o Miller & Associates Law Offices, LLC 1641 California St Ste 300 Denver CO 80202 Attn: Dianne Miller Phone: (303) 285-5320
To the Town:	Town of Lochbuie 703 Weld CR 37 Lochbuie, CO 80603 Attn: Town Administrator Phone: (303) 655-9308
With a copy to:	Town Attorney c/o Widner Juran LLP 13133 East Arapahoe Road, Suite 100 Centennial, CO 80112 Phone: (303) 754-3399

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

23. Miscellaneous.

a. Effective Date. This Agreement shall be in full force and effect and be legally binding upon final approval of the governing bodies of the Parties. No Debt shall be issued by the District until after the effective date of this Agreement.

b. Nonassignability. No party to this Agreement may assign any interest therein to any person without the consent of the other party hereto at that time, and the terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of each party hereto.

c. Amendments. This Agreement may be amended from time to time by written amendment, duly authorized and signed by representatives of the parties hereto.

d. Severability. If any section, subsection, paragraph, clause, phrase, or other provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, phase, or other provision shall not affect any of the remaining provisions of this Agreement.

e. Execution of Documents. This Agreement shall be executed in two (2) counterparts, either of which shall be regarded for all purposes as one original. Each party agrees that it will execute any and all deeds, instruments, documents, and resolutions or ordinances necessary to give effect to the terms of this Agreement.

f. Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

g. Default/Remedies. In the event of a breach or default of this Agreement by any party, the non-defaulting party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

h. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for all actions brought hereunder shall be in District Court in and for Weld County.

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

j. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

k. No Third Party Beneficiaries. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

l. Applicable Laws. The District acknowledges that all real property within the Service Area shall be subject to all ordinances and the rules and regulations of the Town, including, without limitation, ordinances and rules and regulations relating to zoning, subdivision, and building and land use.

m. Entirety. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire Agreement between the Parties concerning the subject matter hereof.

IN WITNESS WHEREOF, this Agreement is executed by the Town and the District as of the date first above written.

TOWN OF LOCHBUIE, COLORADO

By: _____
Michael Mahoney, Mayor

Attest:

_____
Monica Mendoza, Town Clerk

BLUE LAKE METROPOLITAN DISTRICT NO. 4, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
President

Attest:

_____
Secretary