

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. 71-23

A RESOLUTION APPROVING THE SERVICE PLAN FOR THE WESTERN SLOPE METROPOLITAN DISTRICT AND AN INTERGOVERNMENTAL AGREEMENT FOR FUNDING OF PUBLIC IMPROVEMENTS AND SUCH OTHER DOCUMENTS AND AGREEMENT(S) RELATED TO THE PURPOSES OF THE DISTRICT

RECITALS:

Pursuant to §32-1-204.5, C.R.S., as amended, a Service Plan ("Service Plan") for the proposed Western Slope Metropolitan District ("District") has been submitted to the Grand Junction, Colorado ("City") City Council ("Council"). A copy of the Service Plan including all exhibits is attached hereto as Exhibit "A".

Pursuant to the provisions of Title 32, Article 1, of the Colorado Revised Statutes (C.R.S.), as amended, and the Grand Junction Municipal Code ("GJMC") on July 19, 2023, the Council scheduled a public hearing on the Service Plan for August 16, 2023 ("Hearing").

Notice of the Hearing was duly published in the *Daily Sentinel*, a newspaper of general circulation within the City, on July 16, 2023, a date no less than 20 days prior to the Hearing, as required by law, and forwarded to the petitioners, others entitled to postcard or letter notice, the Department of Local Affairs, and the governing body of each municipality and Title 32 Special District that has levied *ad valorem* tax within the next preceding tax year and that has boundaries within a radius of three miles of the District.

The Council has considered the Service Plan and the testimony and evidence presented at the Hearing.

The Council finds that the Service Plan is and hereby shall be approved subject to compliance with other applicable law and other conditions precedent to formation of the District and/or financing of the District or its exercising the powers and authority described therein, as permitted by §§32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended: Furthermore, the District shall execute such Intergovernmental Agreement(s) (IGA) and such other documents and agreements as acceptable to the City Manager for the performance of any services between the proposed District and the City that are now attached to the Service Plan and/or are necessary or required for the purposes of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

1. The Recitals of this Resolution are incorporated herein by reference.

2. The Council hereby determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, relating to the filing of the Service Plan for the District have been fulfilled and that notice of the Hearing was given in the time and manner required by law.

3. The Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the Council 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 the proposed boundaries; and

(d) The area to be included in the proposed District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

4. This Resolution shall be filed in the records of the City and a copy thereof submitted to the petitioners for the District for filing in the District Court of Mesa County, Colorado.

5. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

PASSED, ADOPTED AND APPROVED this 16th day of August 2023.



Anna M. Stout
President of the City Council

ATTEST:



Amy Phillips
City Clerk



McGEADY BECHER P.C.
July 10, 2023

SERVICE PLAN

FOR

WESTERN SLOPE METROPOLITAN DISTRICT

CITY OF GRAND JUNCTION, COLORADO

Prepared

by

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

Submitted: July 7, 2023
Resubmitted: July 10, 2023

Initials: _____

TABLE OF CONTENTS

I.	INTRODUCTION	1
A.	Purpose and Intent.....	1
B.	Need for the District.....	1
C.	Objective of the City Regarding District’s Service Plan.	1
II.	DEFINITIONS.....	2
III.	BOUNDARIES.....	4
IV.	PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION.	4
V.	DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES.....	4
A.	Powers of the District and Service Plan Amendment.	4
1.	Operations and Maintenance Limitation.....	4
2.	Acquisition of Land for Public Improvements and Easements.	5
3.	Construction Standards Limitation	5
4.	Privately Placed Debt Limit.....	5
5.	Inclusion Limitation.....	6
6.	Overlap Limitation.....	6
7.	Initial Debt Limitation	6
8.	Total Debt Issuance Limitation.....	6
9.	Monies from Other Governments/Sources	6
10.	Consolidation Limitation	6
11.	Bankruptcy Limitation.....	6
12.	Service Plan Amendment Requirement	7
B.	Preliminary Engineering Survey.....	7
VI.	FINANCIAL PLAN.....	7
A.	General.....	7
B.	Maximum Voted Interest Rate and Maximum Underwriting Discount.	8
C.	Maximum Debt Mill Levy.....	8
D.	Debt Repayment Sources.....	8
E.	Debt Instrument Disclosure Requirement.....	8
F.	Security for Debt.....	9
G.	TABOR Compliance.....	9
H.	District’s Operating Costs.....	9
VII.	ANNUAL REPORT	9
A.	General.....	9
B.	Report Contents.	10
VIII.	DISSOLUTION	10
IX.	DISCLOSURE TO PURCHASERS.....	10

X.	INTERGOVERNMENTAL AGREEMENT.....	11
XI.	CONCLUSION.....	11

LIST OF EXHIBITS

EXHIBIT A	Legal Description
EXHIBIT B	Vicinity Map
EXHIBIT C	Initial District Boundary Map
EXHIBIT D	Capital Cost Estimates
EXHIBIT E	Maps Depicting Public Improvements
EXHIBIT F	Financial Plan
EXHIBIT G	Intergovernmental Agreement

I. INTRODUCTION

A. Purpose and Intent.

The District is an independent unit of local government, separate and distinct from the City, as hereinafter defined, and, except as may otherwise be provided for by State, as hereinafter defined, or local law or this Service Plan, its activities are subject to review by the City only insofar as they may deviate in a material manner from the requirements of the Service Plan or intergovernmental agreements between the City and the District. It is intended that the District will provide a part or all of the Public Improvements, as hereinafter defined, for the use and benefit of the inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements.

B. Need for the District.

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

C. Objective of the City Regarding District's Service Plan.

The City's objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation, and redevelopment of the Public Improvements from the proceeds of Debt, as hereinafter defined, to be issued by the District. All Debt is expected to be repaid by taxes, fees, rates, tolls, and all other legally available revenues of the District. No debt service mill levy shall be imposed and collected at a level higher than the Maximum Debt Mill Levy, as hereinafter defined, for all taxable property within the boundaries of the District. Debt which is issued within these parameters, as further described in the Financial Plan, as hereinafter defined, will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Service Plan is intended to establish both a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs, and to provide certain operation and maintenance services related to the maintenance of landscaping improvements and related to covenant enforcement, as provided under Section 32-1-1004(8)(a), C.R.S. Additional operational activities are allowed, but only as authorized by an intergovernmental agreement with the City.

It is the intent of the District to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on all taxable property located within the boundaries of the District. It is the intent of this Service Plan to assure to the extent possible that no property located within the boundaries of the District bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District.

II. DEFINITIONS

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

Approved Development Plan: means a development plan or other process established by the City for identifying, among other things, land uses/land use approval(s). Public Improvements necessary for facilitating development of property within the Service Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

Board: means the board of directors of the District.

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

City: means the City of Grand Junction, Colorado.

City Code: means the Grand Junction Municipal Code (GJMC).

City Council: means the City Council of the City of Grand Junction, Colorado.

District: means Western Slope Metropolitan District.

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

Financial Plan: means the Financial Plan of the District as described in Section VI, which describes (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

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

Initial District Boundary Map: means the map attached hereto as **Exhibit C**, describing the District's initial boundaries.

Maps Depicting Public Improvements: means the maps attached hereto as **Exhibit E**, showing the locations of the Public Improvements listed in the Capital Cost Estimates.

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

Mill Levy Adjustment: means, if, on or after January 1, 2023, there are changes in the method of calculating assessed valuation or any constitutionally- or statutorily-mandated tax credit, cut or abatement, the Maximum Debt Mill Levy may be increased or decreased to reflect such changes, such increases and 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 applicable mill levy, as adjusted for changes occurring after January 1, 2023, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation, and any constitutional or legislative changes in the actual value against which the assessment rate is applied, shall be deemed to be a change in the method of calculating assessed valuation.

Project: means the development or property commonly referred to as I-70 and 24 Road.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the Service Area as determined by the Board of the District.

Service Area: means the property within the Initial District Boundaries.

Service Plan: means this service plan for the District as approved by City Council.

Service Plan Amendment: means an amendment to the Service Plan as approved by City Council in accordance with the City's ordinance and the applicable State law.

Special District Act: means Section 32-1-101 to 32-1-1807, of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

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

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately 29.68 acres. A legal description of the Initial District Boundaries is attached hereto as **Exhibit A**. A vicinity map is attached hereto as **Exhibit B**. A map of the Initial District Boundaries is attached hereto as **Exhibit C**. It is anticipated that the District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Sections 32-1-401 to 32-1-402, C.R.S., and Sections 32-1-501 to 32-1-503, C.R.S., as may be amended from time to time, subject to the limitations set forth in Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately 29.68 acres of land. The current assessed valuation of the Service Area is \$-0- for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. At build-out, the average daily trips per day is estimated to be approximately six-thousand three hundred twenty-seven (6,327).

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

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Special District Act and other applicable statutes, common law, and the Constitution, subject to the limitations set forth herein.

1. Operations and Maintenance Limitation¶ The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop, and finance the Public Improvements. It is not the District's intention to own any Public Improvements that are of the type that would normally be dedicated to the City. The District shall dedicate the Public Improvements to the appropriate jurisdiction in a manner consistent with an Approved Development Plan, other rules and regulations of the City, and applicable provisions of the City Code.

Those Public Improvements that are not conveyed to the City, or other governmental entities, will be conveyed to the owners' association, as appropriate. With regard to those Public Improvements that will be dedicated to the owners' association, the District shall undertake the operations and maintenance responsibilities for the improvements until such time as they are accepted by an owners' association. Additionally, the District shall be authorized to provide ongoing services related to the maintenance of landscaping improvements and related to covenant enforcement, as provided under Section 32-1-1004(8)(a), C.R.S. Additional ongoing

operational activities are allowed, but only as authorized by an intergovernmental agreement with the City. During the period that the District operates such facilities, revenue to pay the expenses of operations may be obtained from fees legally imposed by the District or other legally available revenues of the District subject to the limitation provided in Section V.A.9 below. Approval of this Service Plan by the City constitutes the City's agreement that the District may perform these functions.

2. Acquisition of Land for Public Improvements and Easements.¶ The District agrees to acquire by easement or plat dedication, or cause the dedication to the City of, all land required by the City for construction of public improvements being provided by the District that will be conveyed to the City. Exceptions must be approved by the City in writing. Failure to comply with this provision shall be deemed to be a material modification of this Service Plan.

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

4. Privately Placed Debt Limit.¶

(a) Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

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

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

To the extent any portion of the Debt is to be issued through a private placement to which Section 32-1-1101(7)(a), C.R.S. would apply (the "**Interest Rate Restricted Debt Portion**"), the requirements of such Section shall apply to determine the interest rate on the Interest Rate Restricted Debt Portion of the Debt.

(b) Such certification shall be provided to the City by the District no later than ten (10) days following the issuance of any such privately placed Debt.

5. Inclusion Limitation¶ The District shall not include within its boundaries any property outside the Service Area until such inclusion has been approved by the City as part of a Service Plan Amendment.

6. Overlap Limitation¶ The District shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the District until such overlap has been approved by the City as part of a Service Plan Amendment.

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

8. Total Debt Issuance Limitation¶ The District shall not issue Debt in excess of twenty million dollars (\$20,000,000).

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

10. Consolidation Limitation¶ The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City.

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

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

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

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

12. Service Plan Amendment Requirement.¶ This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth in this Service Plan or an intergovernmental agreement shall be deemed to be material modifications to this Service Plan and breaches of such intergovernmental agreement, and the City shall be entitled to all remedies available at law or in equity under State and local law.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the District, to be more specifically defined in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately Twelve Million Five Hundred Thousand Dollars (\$12,500,000), an estimate of such costs in 2023 dollars is attached as **Exhibit D**. Maps Depicting Public Improvements are attached hereto as **Exhibit E**.

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards meet or exceed those of the City and shall be in accordance with the requirements of an Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State and Federal requirements.

VI. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay from revenues derived from the Maximum Debt Mill Levy and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed twenty million dollars (\$20,000,000) and shall be permitted to be issued on a schedule and in such year or years as the District determines shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. The twenty million dollars (\$20,000,000) that the District shall be permitted to issue is supported by the Financial Plan attached hereto as **Exhibit F**. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general *ad valorem* taxes to be imposed upon all taxable property within the District. Subject to the limitation set forth in Section V.A.9. above, the District will also rely upon various other revenue sources authorized by law. These will include the power to assess fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). For Interest Rate Restricted Debt Portion Debt, the requirements of Section 32-1-1101(7)(a) shall apply to determine the interest rate on the Interest Rate Restricted Debt Portion. The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

The “Maximum Debt Mill Levy” shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, as set forth below:

1. The Maximum Debt Mill Levy shall be fifty (50) mills; subject to the Mill Levy Adjustment.

2. To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term “District” as used herein shall be deemed to refer to the District and to each subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

D. Debt Repayment Sources.

The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the District’s discretion, these may include the power to assess fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(l), C.R.S., as amended from time to time, as well as any and all other legally available revenue subject to the limitation in Section V.A.9 above.

E. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District. Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale

to persons, including, but not limited to, a developer of property within the boundaries of the District.

F. Security for Debt.

Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

G. TABOR Compliance.

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

H. District's Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, is part of the estimated cost of Public Improvements, which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year's operating budget for the District is anticipated to be approximately one hundred thousand dollars (\$100,000) and will be derived from any and all legally available revenue subject to the limitation in Section V.A.9 above.

The intent of the District is to not impose a mill levy for provision of operations and maintenance services to its taxpayers and service users until such time as the Debt has been paid in full. At such time, the District shall have the ability to impose and increase its mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users. The Maximum Debt Mill Levy for the repayment of Debt shall not apply to the District's ability to increase its mill levy as necessary for provision of operations and maintenance services to its taxpayers and service users.

VII. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the City Attorney's office no later than August 1st of each year.

B. Report Contents.

The annual report shall include information as applicable for the reporting year as follows:

1. Boundary changes made.
2. Intergovernmental Agreements with other governmental entities, either entered into or terminated.
3. Access information to obtain a copy of rules and regulations adopted by the Board.
4. A summary of all litigation involving public improvements owned by the District.
5. The status of the construction of public improvements by the District.
6. A list of all facilities or improvements constructed by the District that were conveyed or dedicated to the City.
7. The final assessed valuation of the District as of December 31 of the reporting year.
8. A copy of the current year's budget.
9. A copy of the audited financial statements, if required by the 'Colorado Local Government Audit Law', Part 6 of Article 1 of Title 29, or the application for exemption from audit, as applicable.
10. Notice of any uncured defaults existing for more than ninety (90) days under any Debt instrument of the District.
11. Any inability of the District to pay its obligations as they come due under any obligation which continues beyond a ninety (90) day period.

VIII. DISSOLUTION

Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file a petition in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

IX. DISCLOSURE TO PURCHASERS

The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's

authority to impose and collect rates, fees, tolls and charges, and all other legally available revenue subject to the limitation in Section V.A.9 above.

X. INTERGOVERNMENTAL AGREEMENT

The form of the intergovernmental agreement is attached hereto as **Exhibit G**. The District shall approve the intergovernmental agreement in the form attached as **Exhibit G** within ninety (90) days of the date of organization. Failure of the District to execute the intergovernmental agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall consider the intergovernmental agreement in the form attached as **Exhibit G** at the public hearing concerning the Service Plan, and if the Service Plan is approved the City Council shall authorize the President of the City Council to sign the intergovernmental agreement. After execution by the parties thereto, the intergovernmental agreement may be amended by mutual agreement of the City and District, which amendment shall not require this Service Plan to be amended. In the event of conflict between the intergovernmental agreement and this Service Plan, the intergovernmental agreement shall govern.

XI. CONCLUSION

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

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
2. The existing service in the area to be served by the District is inadequate for present and projected needs;
3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries;
4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis; and
5. Adequate service is not, and will not be, available to the area through the City or county or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis;
6. The facility and service standards of the District are compatible with the facility and service standards of the City within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.;
7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code;
8. The proposal is in compliance with any duly adopted City, regional or state long-range water quality management plan for the area; and

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

EXHIBIT A

Legal Description

MERKEL TRACT:

THE SOUTH 5 ACRES OF LOTS 11 AND 12 AND THE NORTH 10 ACRES OF LOTS 13 AND 14 IN POMONA PARK; EXCEPT THAT PART CONVEYED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO IN BOOK 861 AT PAGE 279, COUNTY OF MESA, STATE OF COLORADO

THRAILKILL TRACT I:

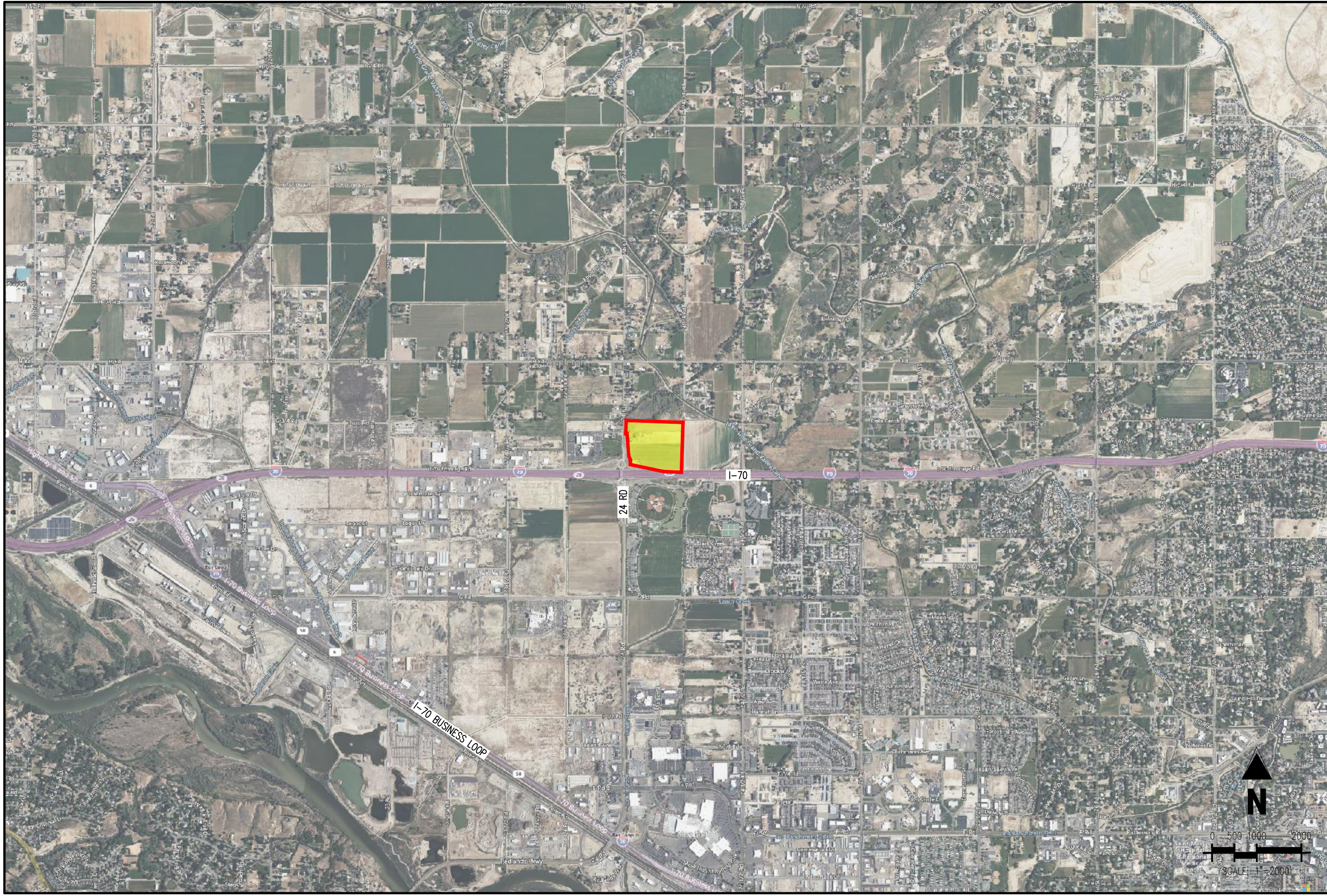
ALL THAT PORTION OF THE SOUTH ONE-HALF OF LOTS 13 AND 14 OF POMONA PARK, SECTION 33, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE UTE MERIDIAN, LYING NORTH OF INTERSTATE NO. 70, COUNTY OF MESA, STATE OF COLORADO.

THRAILKILL TRACT II:

THE NORTH 15 ACRES OF LOTS 11 AND 12, POMONA PARK, SECTION 33, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE UTE MERIDIAN, EXCEPT THAT PORTION THEREOF CONVEYED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO FOR THE RIGHT-OF-WAY OF INTERSTATE NO. 70 ON THE SOUTHWEST PORTION OF SUCH PARCEL BY INSTRUMENT RECORDED DECEMBER 26, 1963 IN BOOK 861 AT PAGE 264 UNDER RECEPTION NO. 855279, COUNTY OF MESA, STATE OF COLORADO.

EXHIBIT B

Vicinity Map



PROPOSED COMMERCIAL DEVELOPMENT

24 ROAD & I-70
 GRAND JUNCTION, CO
 EXHIBIT B - VICINITY MAP

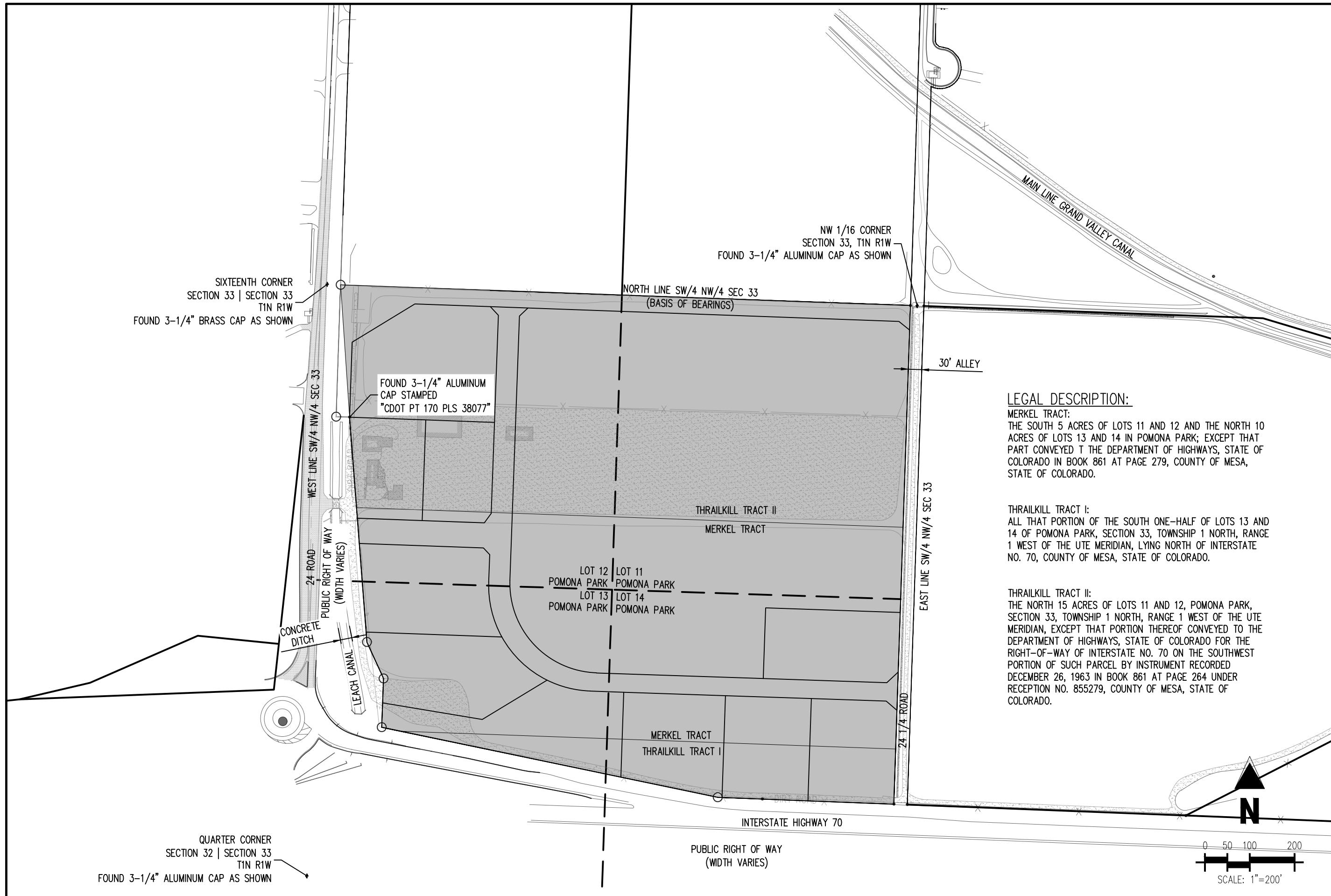
Project No: GOL000011.20
 Drawn By: DMH
 Checked By: JDP
 Date: 06/21/2023

Galloway

5500 Greenwood Plaza Blvd., Suite 200
 Greenwood Village, CO 80111
 303.770.8884 • GallowayUS.com

EXHIBIT C

Initial District Boundary Map

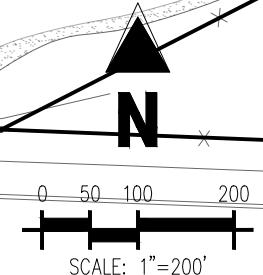


LEGAL DESCRIPTION:

Merkel Tract:
THE SOUTH 5 ACRES OF LOTS 11 AND 12 AND THE NORTH 10 ACRES OF LOTS 13 AND 14 IN POMONA PARK; EXCEPT THAT PART CONVEYED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO IN BOOK 861 AT PAGE 279, COUNTY OF MESA, STATE OF COLORADO.

Thrailkill Tract I:
ALL THAT PORTION OF THE SOUTH ONE-HALF OF LOTS 13 AND 14 OF POMONA PARK, SECTION 33, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE UTE MERIDIAN, LYING NORTH OF INTERSTATE NO. 70, COUNTY OF MESA, STATE OF COLORADO.

Thrailkill Tract II:
THE NORTH 15 ACRES OF LOTS 11 AND 12, POMONA PARK, SECTION 33, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE UTE MERIDIAN, EXCEPT THAT PORTION THEREOF CONVEYED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO FOR THE RIGHT-OF-WAY OF INTERSTATE NO. 70 ON THE SOUTHWEST PORTION OF SUCH PARCEL BY INSTRUMENT RECORDED DECEMBER 26, 1963 IN BOOK 861 AT PAGE 264 UNDER RECEPTION NO. 855279, COUNTY OF MESA, STATE OF COLORADO.



Project No:	GOL000011.20
Drawn By:	DMH
Checked By:	JDP
Date:	06/21/2023

EXHIBIT D

Capital Cost Estimates

Western Slope Metropolitan District-Capital Cost Estimates

Location: 24 Road & I-70, Grand Junction, CO

Shaw Construction: rev 06.21.23 (hard costs)

	Quantity	Unit	Unit Cost	Total Cost
ONSITE DISTRICT MAINTAINED IMPROVEMENTS				
6" Domestic Water Main	2,700.00	LF	\$ 100.89	\$ 272,395.76
6" Meter & Backflow Heated Utility Cabinet	1.00	EACH	\$ 47,476.00	\$ 47,476.00
8" Fire Water Main	2,500.00	LF	\$ 59.35	\$ 148,363.28
8" Meter & Backflow Heated Utility Cabinet	1.00	EACH	\$ 47,476.00	\$ 47,476.00
Water Main Fittings & Valves	30.00	EACH	\$ 7,714.93	\$ 231,447.84
Fire Hydrants	10.00	EACH	\$ 9,495.30	\$ 94,953.04
8" Sanitary Main	2,700.00	LF	\$ 41.54	\$ 112,162.96
4' Dia. Sanitary Sewer Manhole	13.00	EACH	\$ 4,747.60	\$ 61,718.80
Storm Sewer Main/ Trunk Line (Assume 30" Dia Avg.)	1,750.00	LF	\$ 237.38	\$ 415,418.64
5' Dia. Storm Sewer Manhole	13.00	EACH	\$ 7,714.88	\$ 100,293.44
Storm Sewer Inlet	10.00	EACH	\$ 5,341.13	\$ 53,411.28
Sitework				
Curb & Gutter	3,250.00	LF	\$ 53.41	\$ 173,585.36
Asphalt	8,000.00	SY	\$ 47.48	\$ 379,811.12
Sidewalk	20,000.00	SF	\$ 14.24	\$ 284,858.08
ADA Ramps	6.00	EACH	\$ 5,934.59	\$ 35,607.52
Signage & Striping	1.00	LS	\$ 29,672.24	\$ 29,672.24
Street Lighting (Base & Lightpoles)	8.00	EACH	\$ 13,548.60	\$ 108,388.80
Organizing Feature	1.00	LS	\$ 29,672.24	\$ 29,672.24
Detention Pond				
Headwall	1.00	EACH	\$ 11,869.52	\$ 11,869.52
Forebay	1.00	EACH	\$ 23,738.00	\$ 23,738.00
Trickle Channel	250.00	LF	\$ 46.29	\$ 11,572.08
Outlet Structure	1.00	EACH	\$ 22,254.96	\$ 22,254.96
48" RCP (In)	80.00	LF	\$ 391.68	\$ 31,334.16
30" RCP (Out)	100.00	LF	\$ 178.04	\$ 17,803.76
Erosion/Sediment Control & Demolition				
General Erosion Control (Install & Management)	4.20	ACRE	\$ 7,121.52	\$ 29,910.40
Demolition of Building/Structure	8.00	EACH	\$ 22,254.57	\$ 178,036.56
Demo Existing Asphalt Pavement	8000.00	SY	\$ 47.48	\$ 379,811.12
Earthwork				
Site Clear, Grub, Topsoil Strip/Export	4.20	ACRE	\$ 29,910.15	\$ 125,622.64
Cut/Fill with Onsite Material	4.20	ACRE	\$ 53,410.93	\$ 224,325.92
Import Select Fill	2100.00	CY	\$ 35.61	\$ 74,774.96
Cut and Export	2100.00	CY	\$ 17.80	\$ 37,388.00
Cut and Export From Pond	9000.00	CY	\$ 17.80	\$ 160,232.80
Landscape & Irrigation				
Landscaping and Irrigation (General)	12000.00	SF	\$ 6.53	\$ 78,335.92
Sub-Total - Onsite District-Maintained Improvements				\$ 4,033,723.20
OFFSITE DISTRICT IMPROVEMENTS				
Connection to Existing Water	3.00	EACH	\$ 17,803.76	\$ 53,411.28
8" Water Main	2,500.00	LF	\$ 56.02	\$ 140,055.76
Water Main Fittings & Valves	15.00	EACH	\$ 7,714.93	\$ 115,723.92
Fire Hydrants	1.00	EACH	\$ 9,495.20	\$ 9,495.20
Water Bore Under Grand Valley Canal	100.00	LF	\$ 237.38	\$ 23,738.00
Connection to Existing Sanitary Manhole	1.00	EACH	\$ 2,374.32	\$ 2,374.32
8" Sanitary Main	300.00	LF	\$ 65.28	\$ 19,584.24
4' Dia. Sanitary Sewer Manhole	3.00	EACH	\$ 5,341.09	\$ 16,023.28
Storm Sewer Main (Assume 24" Dia Avg.)	200.00	LF	\$ 130.56	\$ 26,112.32
5' Dia. Storm Sewer Manhole	4.00	EACH	\$ 7,714.98	\$ 30,859.92
Sanitary Bore Under I-70	200.00	LF	\$ 1,691.35	\$ 338,269.36
Storm Sewer Inlet	4.00	EACH	\$ 5,934.50	\$ 23,738.00
Triple 4'x8' Box Culvert (Along 24 Road)	360.00	LF	\$ 2,522.18	\$ 907,986.56
Culvert for Grand Valley Canal	50.00	LF	\$ 2,029.62	\$ 101,481.12
Channel Improvements	1,000.00	LF	\$ 10.09	\$ 10,089.04
Headwalls	6.00	EACH	\$ 35,607.35	\$ 213,644.08
Public ROW Improvements				
Curb & Gutter	6,800.00	LF	\$ 53.41	\$ 363,194.00
Asphalt	8,000.00	SY	\$ 71.21	\$ 569,717.20
Sidewalk	15,000.00	SF	\$ 14.24	\$ 213,644.08
ADA Ramps	12.00	EACH	\$ 5,934.59	\$ 71,215.04

Signage & Striping	1.00	LS	\$ 41,541.76	\$ 41,541.76
Street Lighting (Base & Lightpoles)	8.00	EACH	\$ 13,548.60	\$ 108,388.80
Erosion/Sedimentation Control & Demolition				
General Erosion Control (Install & Management)	3.20	ACRE	\$ 7,121.40	\$ 22,788.48
Demo of Existing Site Entrance/Culvert	1.00	EACH	\$ 17,803.76	\$ 17,803.76
Demo Existing Pavement	3,000.00	SY	\$ 47.48	\$ 142,429.04
Demo Existing Curb & Gutter	1,000.00	LF	\$ 2.97	\$ 2,967.12
Earthwork				
Site Clear, Grub, Topsoil Strip/Export	3.20	ACRE	\$ 29,910.08	\$ 95,712.24
Cut/Fill with Onsite Material	3.20	ACRE	\$ 53,410.83	\$ 170,914.64
Import Select Fill	1,600	CY	\$ 35.61	\$ 56,971.20
Cut and Export	1,600	CY	\$ 17.80	\$ 28,485.60
Landscape & Irrigation				
Landscaping and Irrigation (General)	20,000.00	SF	\$ 6.53	\$ 130,560.56
Sub-Total - Offsite District Improvements				\$ 4,068,919.92
Onsite District Maintained Improvements - 24 1/4 Road				
Utilities				
Storm Sewer Main/Trunk Line (Assume 24" Dia Avg.)	750	LF	\$ 156.00	\$ 117,000.00
5' Diameter Storm Sewer Manhole	1	EA	\$ 8,320.00	\$ 8,320.00
Storm Sewer Inlet	4	EA	\$ 9,360.00	\$ 37,440.00
Sitework				
Curb & Gutter	1,750	LF	\$ 22.88	\$ 40,040.00
Concrete Pavement	2,400	SY	\$ 130.00	\$ 312,000.00
Sidewalk	4,370	SF	\$ 5.75	\$ 25,132.74
ADA Ramps	4	EA	\$ 2,080.00	\$ 8,320.00
Street Lighting (Base & Lightpoles)	6	EA	\$ 6,240.00	\$ 37,440.00
Sub-Total - Onsite District Maintained Improvements - 24 1/4 Road				\$ 585,692.74
Sub-Total All Improvements				\$ 8,688,335.86
Contingency (15%)	15.0%			\$ 1,303,250.38
General Contractor General Conditions (3.5%)	3.5%			\$ 304,091.76
General Contractors OH & Profit (5%)	5.0%			\$ 434,416.79
Subtotal Hard Cost Improvements				\$ 10,730,094.79
DISTRICT SOFT COSTS				
Engineering and Design				\$ 235,280.68
Survey				\$ 18,100.00
Engineering related to District				\$ 15,000.00
Geotechnical Engineering				\$ 9,000.00
Legal				\$ 175,000.00
Bond Counsel				\$ 30,000.00
Entitlement Fees and Permits				\$ 12,500.00
Subtotal Soft Costs				\$ 494,880.68
Contingency (15%)	15.0%			\$ 74,232.10
Subtotal District Soft Costs				\$ 569,112.78
DISTRICT LAND COSTS				
Ring Road in District	121,968.00	SQFT	\$ 5.50	\$ 670,824.00
Detention Pond	60,984.00	SQFT	\$ 5.50	\$ 335,412.00
Subtotal District Land				\$ 1,006,236.00
TOTAL DISTRICT IMPROVEMENTS				\$ 12,305,443.57
Dry Utilities (Not Eligible for District)				
Electric/Telecom Trench and Backfill	3,300.00	LF	\$ 17.12	\$ 58,751.68
Electric transformer, Meter, Cabinet	1.00	EACH	\$ 285,314.90	\$ 296,727.60
Gas Main line	3,300.00	LF	\$ 17.12	\$ 58,751.68
Subtotal Total Dry Utilities				\$ 414,230.96

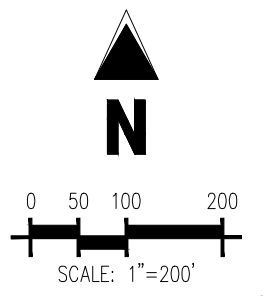
EXHIBIT E

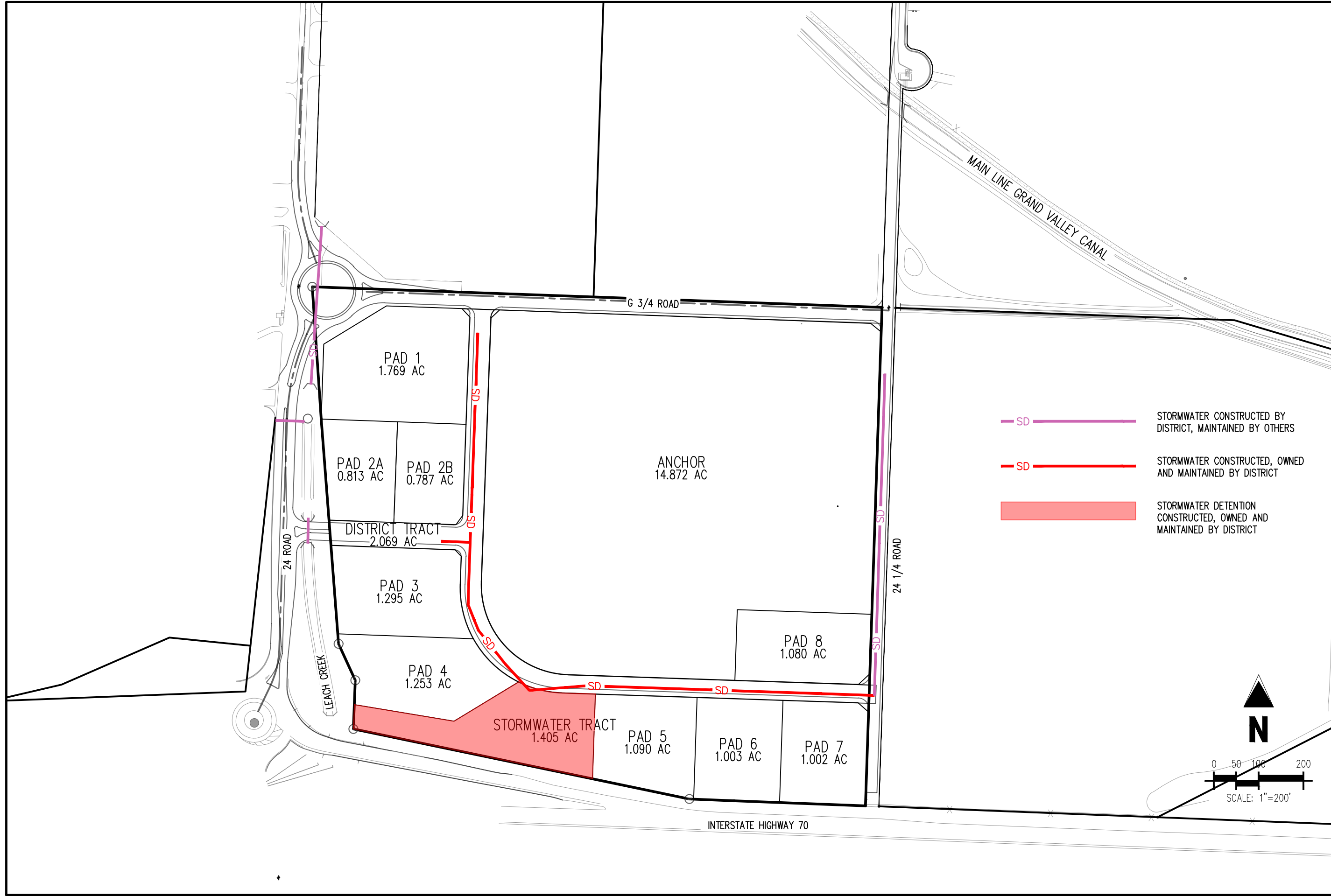
Maps Depicting Public Improvements



— SS — SANITARY CONSTRUCTED BY DISTRICT, MAINTAINED BY OTHERS

— SS — SANITARY OWNED AND MAINTAINED BY DISTRICT

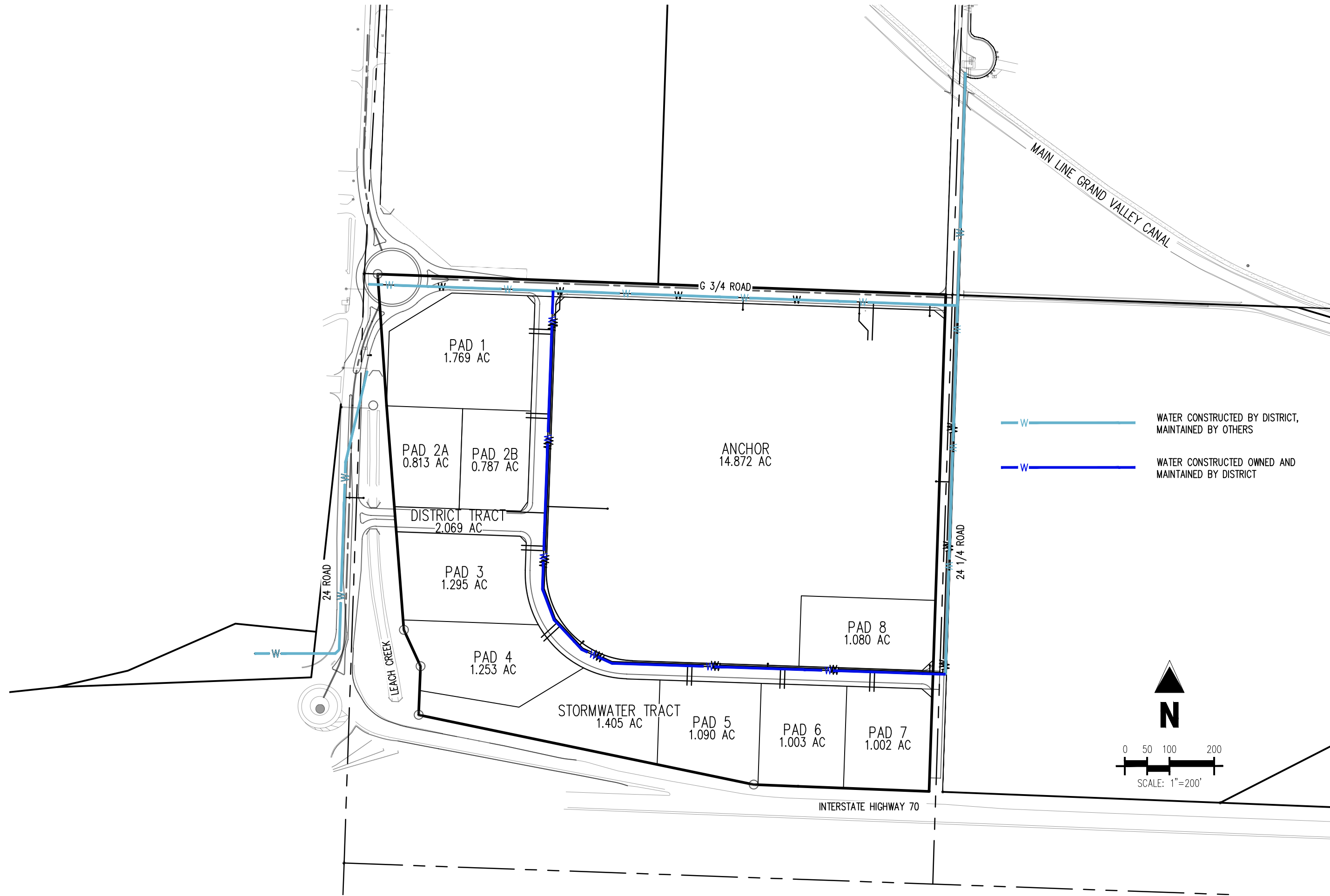




PROPOSED COMMERCIAL DEVELOPMENT

24 ROAD & I-70
 GRAND JUNCTION, CO
 EXHIBIT E - STORM SEWER MAIN PLAN

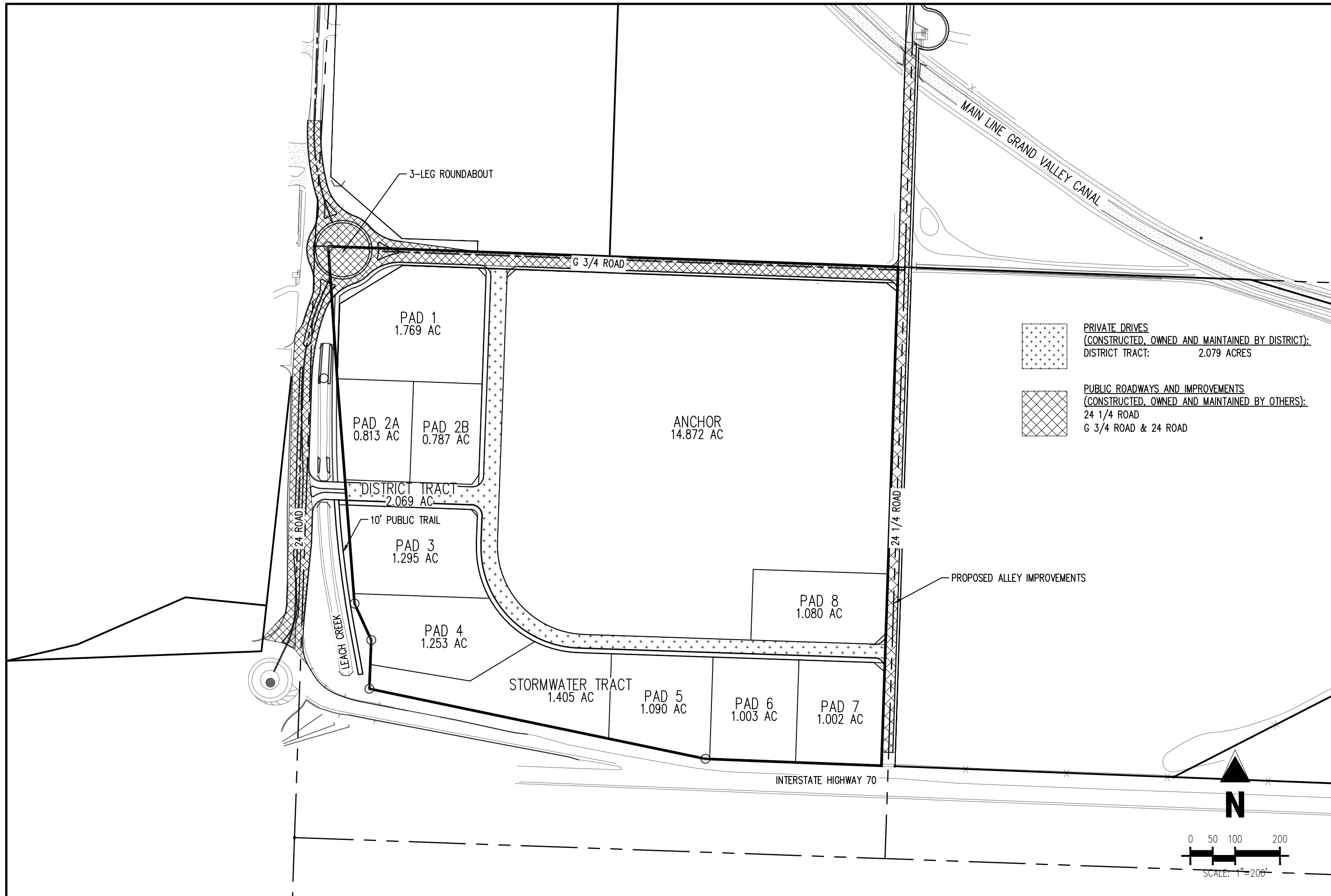
Project No:	GOL000011.20
Drawn By:	DMH
Checked By:	JDP
Date:	06/21/2023



PROPOSED COMMERCIAL DEVELOPMENT

24 ROAD & I-70
 GRAND JUNCTION, CO
 EXHIBIT E - WATER MAIN PLAN

Project No: GOL000011.20
 Drawn By: DMH
 Checked By: JDP
 Date: 06/21/2023





PROPOSED COMMERCIAL DEVELOPMENT

24 ROAD & I-70
GRAND JUNCTION, CO

EXHIBIT E - OPS & MAINTENANCE

Project No: GOL000011.20

Drawn By: DMH

Checked By: JDP

Date: 06/21/2023

EXHIBIT F

Financial Plan

WESTERN SLOPE METROPOLITAN DISTRICT Revenue Calculation

	Retailer Sales	Total Sales	Sales Tax Revenue				Other	Total	Expenses		Total	
	Taxable Sales Revenue*	Taxable Sales Revenue	City (unencumbered) S/T Collections 2.00% Tax Rate	County (remitted) S/T Collections 0.00% Tax Rate	Total Available 2.00% Tax Rate	District Share of Total Avail. 68.00% through 2043	Required Pledge (for 135x)	Available Revenue	Annual Trustee Fee \$4,000	Operations Carve Out \$100,000 Inflated at 1.0%	Revenue Available for Debt Service	
	2022											
	2023	0	0				0	0	0	0	0	0
2024	13,662,000	13,662,000	273,240	0	273,240	185,803	0	185,803	0	0	185,803	
2025	86,890,320	86,890,320	1,737,806	0	1,737,806	1,181,708	0	1,181,708	(4,000)	(101,000)	1,076,708	
2026	92,103,739	92,103,739	1,842,075	0	1,842,075	1,252,611	399,115	1,651,726	(4,000)	(102,010)	1,545,716	
2027	96,708,926	96,708,926	1,934,179	0	1,934,179	1,315,241	419,551	1,734,793	(4,000)	(103,030)	1,627,763	
2028	101,544,372	101,544,372	2,030,887	0	2,030,887	1,381,003	444,662	1,825,665	(4,000)	(104,060)	1,717,605	
2029	105,606,147	105,606,147	2,112,123	0	2,112,123	1,436,244	460,224	1,896,467	(4,000)	(105,101)	1,787,366	
2030	109,830,393	109,830,393	2,196,608	0	2,196,608	1,493,693	481,382	1,975,076	(4,000)	(106,152)	1,864,924	
2031	114,223,609	114,223,609	2,284,472	0	2,284,472	1,553,441	500,422	2,053,864	(4,000)	(107,214)	1,942,650	
2032	118,792,553	118,792,553	2,375,851	0	2,375,851	1,615,579	523,563	2,139,142	(4,000)	(108,286)	2,026,856	
2033	123,544,255	123,544,255	2,470,885	0	2,470,885	1,680,202	543,082	2,223,284	(4,000)	(109,369)	2,109,915	
2034	127,250,583	127,250,583	2,545,012	0	2,545,012	1,730,608	561,742	2,292,350	(4,000)	(110,462)	2,177,888	
2035	131,068,101	131,068,101	2,621,362	0	2,621,362	1,782,526	577,753	2,360,279	(4,000)	(111,567)	2,244,713	
2036	135,000,144	135,000,144	2,700,003	0	2,700,003	1,836,002	597,382	2,433,384	(4,000)	(112,683)	2,316,701	
2037	139,050,148	139,050,148	2,781,003	0	2,781,003	1,891,082	612,954	2,504,036	(4,000)	(113,809)	2,386,226	
2038	143,221,652	143,221,652	2,864,433	0	2,864,433	1,947,814	637,482	2,585,296	(4,000)	(114,947)	2,466,349	
2039	147,518,302	147,518,302	2,950,366	0	2,950,366	2,006,249	656,100	2,662,349	(4,000)	(116,097)	2,542,253	
2040	151,943,851	151,943,851	3,038,877	0	3,038,877	2,066,436	675,070	2,741,507	(4,000)	(117,258)	2,620,249	
2041	156,502,167	156,502,167	3,130,043	0	3,130,043	2,128,429	700,211	2,828,640	(4,000)	(118,430)	2,706,210	
2042	161,197,232	161,197,232	3,223,945	0	3,223,945	2,192,282	716,652	2,908,935	(4,000)	(119,615)	2,785,320	
2043	166,033,149	166,033,149	3,320,663	0	3,320,663	2,258,051	742,125	3,000,176	(4,000)	(120,811)	2,875,365	
Total			48,433,833	0	48,433,833	32,935,006	10,249,473	43,184,479	(76,000)	(2,101,900)	41,006,579	

[*] Retailer / Developer Projections thru 2043; Assumes 2 mos. In 2024 (tbd)

WESTERN SLOPE METROPOLITAN DISTRICT Senior Debt Service

	Total Revenue Available for Debt Service	Net Debt Service	Senior Surplus Fund			Ratio Analysis	
		Series 2024	Annual Surplus	Cumulative Balance	Released Revenue	Senior Debt to Assessed Value	Debt Service Coverage
		Dated: 2/1/24 Par: \$16,615,000 Proj: \$12,500,000					
2022							
2023	0						
2024	185,803	0	185,803	185,803	0		n/a
2025	1,076,708	359,992	716,717	902,520	0		299%
2026	1,545,716	1,144,975	400,741	1,303,261	0		135%
2027	1,627,763	1,205,750	422,013	1,661,500	63,774		135%
2028	1,717,605	1,272,300	445,305	1,661,500	445,305		135%
2029	1,787,366	1,323,975	463,391	1,661,500	463,391		135%
2030	1,864,924	1,381,425	483,499	1,661,500	483,499		135%
2031	1,942,650	1,439,000	503,650	1,661,500	503,650		135%
2032	2,026,856	1,501,375	525,481	1,661,500	525,481		135%
2033	2,109,915	1,562,900	547,015	1,661,500	547,015		135%
2034	2,177,888	1,613,250	564,638	1,661,500	564,638		135%
2035	2,244,713	1,662,750	581,963	1,661,500	581,963		135%
2036	2,316,701	1,716,075	600,626	1,661,500	600,626		135%
2037	2,386,226	1,767,575	618,651	1,661,500	618,651		135%
2038	2,466,349	1,826,925	639,424	1,661,500	639,424		135%
2039	2,542,253	1,883,150	659,103	1,661,500	659,103		135%
2040	2,620,249	1,940,925	679,324	1,661,500	679,324		135%
2041	2,706,210	2,004,600	701,610	1,661,500	701,610		135%
2042	2,785,320	2,063,200	722,120	1,661,500	722,120		135%
2043	2,875,365	2,129,900	745,465	0	2,406,965		135%
Total	41,006,579	29,800,042	11,206,537		11,206,537		

SOURCES AND USES OF FUNDS

**WESTERN SLOPE METROPOLITAN DISTRICT MESA
COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2024
\$12.500M Project
100x, Available Credit PIF Revenues (Retailer only)*
Non-Rated, 2043 Final Maturity**

~~~

|               |            |
|---------------|------------|
| Dated Date    | 02/01/2024 |
| Delivery Date | 02/01/2024 |

**Sources:**

|                |               |
|----------------|---------------|
| <hr/>          |               |
| Bond Proceeds: |               |
| Par Amount     | 16,615,000.00 |
|                | <hr/>         |
|                | 16,615,000.00 |
|                | <hr/> <hr/>   |

**Uses:**

|                                    |                     |
|------------------------------------|---------------------|
| <hr/>                              |                     |
| Project Fund Deposits:             |                     |
| Project Fund                       | 12,500,000.00       |
| Other Fund Deposits:               |                     |
| Capitalized Interest Fund (18mos.) | 1,619,962.50        |
| Debt Service Reserve Fund          | <u>1,661,500.00</u> |
|                                    | 3,281,462.50        |
| Cost of Issuance:                  |                     |
|                                    | 500,000.00          |
| Delivery Date Expenses:            |                     |
| Underwriter's Discount             | 332,300.00          |
| Other Uses of Funds:               |                     |
| Rounding Amount                    | 1,237.50            |
|                                    | <hr/>               |
|                                    | 16,615,000.00       |
|                                    | <hr/> <hr/>         |

[\*] Developer Projections (tbd).

## BOND SUMMARY STATISTICS

**WESTERN SLOPE METROPOLITAN DISTRICT MESA  
COUNTY, COLORADO  
GENERAL OBLIGATION BONDS, SERIES 2024  
\$12.500M Project  
100x, Available Credit PIF Revenues (Retailer only)\*  
Non-Rated, 2043 Final Maturity**

|                                   |                |
|-----------------------------------|----------------|
| Dated Date                        | 02/01/2024     |
| Delivery Date                     | 02/01/2024     |
| First Coupon                      | 06/01/2024     |
| Last Maturity                     | 12/01/2043     |
|                                   |                |
| Arbitrage Yield                   | 6.501212%      |
| True Interest Cost (TIC)          | 6.718335%      |
| Net Interest Cost (NIC)           | 6.500000%      |
| All-In TIC                        | 7.057252%      |
| Average Coupon                    | 6.500000%      |
|                                   |                |
| Average Life (years)              | 15.247         |
| Weighted Average Maturity (years) | 15.247         |
| Duration of Issue (years)         | 9.576          |
|                                   |                |
| Par Amount                        | 16,615,000.00  |
| Bond Proceeds                     | 16,615,000.00  |
| Total Interest                    | 16,466,504.17  |
| Net Interest                      | 16,798,804.17  |
| Bond Years from Dated Date        | 253,330,833.33 |
| Bond Years from Delivery Date     | 253,330,833.33 |
| Total Debt Service                | 33,081,504.17  |
| Maximum Annual Debt Service       | 3,791,400.00   |
| Average Annual Debt Service       | 1,667,975.00   |
|                                   |                |
| Underwriter's Fees (per \$1000)   |                |
| Average Takedown                  |                |
| Other Fee                         | 20.000000      |
|                                   |                |
| Total Underwriter's Discount      | 20.000000      |
|                                   |                |
| Bid Price                         | 98.000000      |

| Bond Component     | Par Value     | Price   | Average Coupon | Average Life | Average Maturity Date | PV of 1 bp change |
|--------------------|---------------|---------|----------------|--------------|-----------------------|-------------------|
| Term Bond due 2043 | 16,615,000.00 | 100.000 | 6.500%         | 15.247       | 05/02/2039            | 18,442.65         |
|                    | 16,615,000.00 |         |                | 15.247       |                       | 18,442.65         |

|                            | TIC           | All-In TIC    | Arbitrage Yield |
|----------------------------|---------------|---------------|-----------------|
| Par Value                  | 16,615,000.00 | 16,615,000.00 | 16,615,000.00   |
| + Accrued Interest         |               |               |                 |
| + Premium (Discount)       |               |               |                 |
| - Underwriter's Discount   | -332,300.00   | -332,300.00   |                 |
| - Cost of Issuance Expense |               | -500,000.00   |                 |
| - Other Amounts            |               |               |                 |
| Target Value               | 16,282,700.00 | 15,782,700.00 | 16,615,000.00   |
| Target Date                | 02/01/2024    | 02/01/2024    | 02/01/2024      |
| Yield                      | 6.718335%     | 7.057252%     | 6.501212%       |

**BOND DEBT SERVICE**

**WESTERN SLOPE METROPOLITAN DISTRICT MESA  
COUNTY, COLORADO  
GENERAL OBLIGATION BONDS, SERIES 2024  
\$12.500M Project  
100x, Available Credit PIF Revenues (Retailer only)\*  
Non-Rated, 2043 Final Maturity**

Dated Date 02/01/2024  
Delivery Date 02/01/2024

| Period Ending | Principal  | Coupon | Interest      | Debt Service  | Annual Debt Service |
|---------------|------------|--------|---------------|---------------|---------------------|
| 06/01/2024    |            |        | 359,991.67    | 359,991.67    |                     |
| 12/01/2024    |            |        | 539,987.50    | 539,987.50    | 899,979.17          |
| 06/01/2025    |            |        | 539,987.50    | 539,987.50    |                     |
| 12/01/2025    |            |        | 539,987.50    | 539,987.50    | 1,079,975.00        |
| 06/01/2026    |            |        | 539,987.50    | 539,987.50    |                     |
| 12/01/2026    | 65,000     | 6.500% | 539,987.50    | 604,987.50    | 1,144,975.00        |
| 06/01/2027    |            |        | 537,875.00    | 537,875.00    |                     |
| 12/01/2027    | 130,000    | 6.500% | 537,875.00    | 667,875.00    | 1,205,750.00        |
| 06/01/2028    |            |        | 533,650.00    | 533,650.00    |                     |
| 12/01/2028    | 205,000    | 6.500% | 533,650.00    | 738,650.00    | 1,272,300.00        |
| 06/01/2029    |            |        | 526,987.50    | 526,987.50    |                     |
| 12/01/2029    | 270,000    | 6.500% | 526,987.50    | 796,987.50    | 1,323,975.00        |
| 06/01/2030    |            |        | 518,212.50    | 518,212.50    |                     |
| 12/01/2030    | 345,000    | 6.500% | 518,212.50    | 863,212.50    | 1,381,425.00        |
| 06/01/2031    |            |        | 507,000.00    | 507,000.00    |                     |
| 12/01/2031    | 425,000    | 6.500% | 507,000.00    | 932,000.00    | 1,439,000.00        |
| 06/01/2032    |            |        | 493,187.50    | 493,187.50    |                     |
| 12/01/2032    | 515,000    | 6.500% | 493,187.50    | 1,008,187.50  | 1,501,375.00        |
| 06/01/2033    |            |        | 476,450.00    | 476,450.00    |                     |
| 12/01/2033    | 610,000    | 6.500% | 476,450.00    | 1,086,450.00  | 1,562,900.00        |
| 06/01/2034    |            |        | 456,625.00    | 456,625.00    |                     |
| 12/01/2034    | 700,000    | 6.500% | 456,625.00    | 1,156,625.00  | 1,613,250.00        |
| 06/01/2035    |            |        | 433,875.00    | 433,875.00    |                     |
| 12/01/2035    | 795,000    | 6.500% | 433,875.00    | 1,228,875.00  | 1,662,750.00        |
| 06/01/2036    |            |        | 408,037.50    | 408,037.50    |                     |
| 12/01/2036    | 900,000    | 6.500% | 408,037.50    | 1,308,037.50  | 1,716,075.00        |
| 06/01/2037    |            |        | 378,787.50    | 378,787.50    |                     |
| 12/01/2037    | 1,010,000  | 6.500% | 378,787.50    | 1,388,787.50  | 1,767,575.00        |
| 06/01/2038    |            |        | 345,962.50    | 345,962.50    |                     |
| 12/01/2038    | 1,135,000  | 6.500% | 345,962.50    | 1,480,962.50  | 1,826,925.00        |
| 06/01/2039    |            |        | 309,075.00    | 309,075.00    |                     |
| 12/01/2039    | 1,265,000  | 6.500% | 309,075.00    | 1,574,075.00  | 1,883,150.00        |
| 06/01/2040    |            |        | 267,962.50    | 267,962.50    |                     |
| 12/01/2040    | 1,405,000  | 6.500% | 267,962.50    | 1,672,962.50  | 1,940,925.00        |
| 06/01/2041    |            |        | 222,300.00    | 222,300.00    |                     |
| 12/01/2041    | 1,560,000  | 6.500% | 222,300.00    | 1,782,300.00  | 2,004,600.00        |
| 06/01/2042    |            |        | 171,600.00    | 171,600.00    |                     |
| 12/01/2042    | 1,720,000  | 6.500% | 171,600.00    | 1,891,600.00  | 2,063,200.00        |
| 06/01/2043    |            |        | 115,700.00    | 115,700.00    |                     |
| 12/01/2043    | 3,560,000  | 6.500% | 115,700.00    | 3,675,700.00  | 3,791,400.00        |
|               | 16,615,000 |        | 16,466,504.17 | 33,081,504.17 | 33,081,504.17       |

**NET DEBT SERVICE**

**WESTERN SLOPE METROPOLITAN DISTRICT MESA  
COUNTY, COLORADO  
GENERAL OBLIGATION BONDS, SERIES 2024  
\$12.500M Project  
100x, Available Credit PIF Revenues (Retailer only)\*  
Non-Rated, 2043 Final Maturity**

| <b>Period<br/>Ending</b> | <b>Principal</b> | <b>Interest</b> | <b>Total<br/>Debt Service</b> | <b>Debt Service<br/>Reserve Fund</b> | <b>Capitalized<br/>Interest Fund<br/>(18mos.)</b> | <b>Net<br/>Debt Service</b> |
|--------------------------|------------------|-----------------|-------------------------------|--------------------------------------|---------------------------------------------------|-----------------------------|
| 12/01/2024               |                  | 899,979.17      | 899,979.17                    |                                      | 899,979.17                                        |                             |
| 12/01/2025               |                  | 1,079,975.00    | 1,079,975.00                  |                                      | 719,983.33                                        | 359,991.67                  |
| 12/01/2026               | 65,000           | 1,079,975.00    | 1,144,975.00                  |                                      |                                                   | 1,144,975.00                |
| 12/01/2027               | 130,000          | 1,075,750.00    | 1,205,750.00                  |                                      |                                                   | 1,205,750.00                |
| 12/01/2028               | 205,000          | 1,067,300.00    | 1,272,300.00                  |                                      |                                                   | 1,272,300.00                |
| 12/01/2029               | 270,000          | 1,053,975.00    | 1,323,975.00                  |                                      |                                                   | 1,323,975.00                |
| 12/01/2030               | 345,000          | 1,036,425.00    | 1,381,425.00                  |                                      |                                                   | 1,381,425.00                |
| 12/01/2031               | 425,000          | 1,014,000.00    | 1,439,000.00                  |                                      |                                                   | 1,439,000.00                |
| 12/01/2032               | 515,000          | 986,375.00      | 1,501,375.00                  |                                      |                                                   | 1,501,375.00                |
| 12/01/2033               | 610,000          | 952,900.00      | 1,562,900.00                  |                                      |                                                   | 1,562,900.00                |
| 12/01/2034               | 700,000          | 913,250.00      | 1,613,250.00                  |                                      |                                                   | 1,613,250.00                |
| 12/01/2035               | 795,000          | 867,750.00      | 1,662,750.00                  |                                      |                                                   | 1,662,750.00                |
| 12/01/2036               | 900,000          | 816,075.00      | 1,716,075.00                  |                                      |                                                   | 1,716,075.00                |
| 12/01/2037               | 1,010,000        | 757,575.00      | 1,767,575.00                  |                                      |                                                   | 1,767,575.00                |
| 12/01/2038               | 1,135,000        | 691,925.00      | 1,826,925.00                  |                                      |                                                   | 1,826,925.00                |
| 12/01/2039               | 1,265,000        | 618,150.00      | 1,883,150.00                  |                                      |                                                   | 1,883,150.00                |
| 12/01/2040               | 1,405,000        | 535,925.00      | 1,940,925.00                  |                                      |                                                   | 1,940,925.00                |
| 12/01/2041               | 1,560,000        | 444,600.00      | 2,004,600.00                  |                                      |                                                   | 2,004,600.00                |
| 12/01/2042               | 1,720,000        | 343,200.00      | 2,063,200.00                  |                                      |                                                   | 2,063,200.00                |
| 12/01/2043               | 3,560,000        | 231,400.00      | 3,791,400.00                  | 1,661,500                            |                                                   | 2,129,900.00                |
|                          | 16,615,000       | 16,466,504.17   | 33,081,504.17                 | 1,661,500                            | 1,619,962.50                                      | 29,800,041.67               |

**BOND SOLUTION**

**WESTERN SLOPE METROPOLITAN DISTRICT MESA  
COUNTY, COLORADO  
GENERAL OBLIGATION BONDS, SERIES 2024  
\$12.500M Project  
100x, Available Credit PIF Revenues (Retailer only)\*  
Non-Rated, 2043 Final Maturity**

~~~

Period Ending	Proposed Principal	Proposed Debt Service	Debt Service Adjustments	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Service Coverage
12/01/2024		899,979	-899,979		185,803	185,803	
12/01/2025		1,079,975	-719,983	359,992	1,076,708	716,717	299.09%
12/01/2026	65,000	1,144,975		1,144,975	1,146,601	1,626	100.14%
12/01/2027	130,000	1,205,750		1,205,750	1,208,211	2,461	100.20%
12/01/2028	205,000	1,272,300		1,272,300	1,272,943	643	100.05%
12/01/2029	270,000	1,323,975		1,323,975	1,327,143	3,168	100.24%
12/01/2030	345,000	1,381,425		1,381,425	1,383,541	2,116	100.15%
12/01/2031	425,000	1,439,000		1,439,000	1,442,228	3,228	100.22%
12/01/2032	515,000	1,501,375		1,501,375	1,503,293	1,918	100.13%
12/01/2033	610,000	1,562,900		1,562,900	1,566,833	3,933	100.25%
12/01/2034	700,000	1,613,250		1,613,250	1,616,146	2,896	100.18%
12/01/2035	795,000	1,662,750		1,662,750	1,666,959	4,209	100.25%
12/01/2036	900,000	1,716,075		1,716,075	1,719,319	3,244	100.19%
12/01/2037	1,010,000	1,767,575		1,767,575	1,773,273	5,698	100.32%
12/01/2038	1,135,000	1,826,925		1,826,925	1,828,867	1,942	100.11%
12/01/2039	1,265,000	1,883,150		1,883,150	1,886,152	3,002	100.16%
12/01/2040	1,405,000	1,940,925		1,940,925	1,945,179	4,254	100.22%
12/01/2041	1,560,000	2,004,600		2,004,600	2,005,999	1,399	100.07%
12/01/2042	1,720,000	2,063,200		2,063,200	2,068,668	5,468	100.27%
12/01/2043	3,560,000	3,791,400	-1,661,500	2,129,900	2,133,240	3,340	100.16%
	16,615,000	33,081,504	-3,281,463	29,800,042	30,757,106	957,064	

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF GRAND JUNCTION, COLORADO
AND
WESTERN SLOPE METROPOLITAN DISTRICT**

THIS AGREEMENT is made and entered into as of this 2nd day of February, 2024, by and between the CITY OF GRAND JUNCTION, a home-rule municipal corporation of the State of Colorado (“City”), and WESTERN SLOPE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The City and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Service Plan approved by the City on August 16, 2023 (“Service Plan”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the City and the District; and

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

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The District shall dedicate the Public Improvements (as defined in the Service Plan) to the City, other jurisdiction, or an owners’ association, as appropriate, in a manner consistent with an Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code.

The District is expected to undertake all ownership, operations and maintenance responsibilities for the Public Improvements that are not conveyed to the City or other governmental entities as appropriate and will do so either itself or by contract with owners’ association(s) as provided above. The District is authorized to provide for the ongoing operations and maintenance of landscaping improvements, and is authorized to provide covenant enforcement services, in accordance with Section 32-1-1004(8)(a), C.R.S. Additional ongoing operational activities are allowed, but only as authorized by an intergovernmental agreement with the City. Revenue to pay the expenses of operations may be obtained from fees legally imposed by the District or other legally available revenues of the District subject to the limitation in Section V.A.9 of the Service Plan. Whether the facilities are operated directly by District, or are operated by an owners’ association(s), user fees may be obtained by the District to offset the expenses.

2. Acquisition of Land for Public Improvements and Easements. The District agrees to acquire by easement or plat dedication, or cause the dedication to the City of, all land required by the City for construction of public improvements being provided by the District that will be conveyed to the City. Exceptions must be approved by the City in writing. Failure to comply with this provision shall be deemed to be a material modification of the Service Plan.

3. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction and in accordance with the requirements of an Approved Development Plan. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work. All construction cost estimates are based on the assumption that construction conforms to applicable local, State, and Federal requirements.

4. Issuance of Privately Placed Debt.

(a) Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

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

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

To the extent any portion of the Debt is to be issued through a private placement to which Section 32-1-1101(7)(a), C.R.S. would apply (the "**Interest Rate Restricted Debt Portion**"), the requirements of such Section shall apply to determine the interest rate on the Interest Rate Restricted Debt Portion of the Debt.

(b) Such certification shall be provided to the City by the District no later than ten (10) days following the issuance of any such privately placed Debt.

5. Inclusion Limitation. The District shall not include within its boundaries any property outside the Service Area until such inclusion has been approved by the City as part of a Service Plan Amendment.

6. Overlap Limitation. The District shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap

the boundaries of the District until such overlap has been approved by the City as part of a Service Plan Amendment.

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

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

9. Total Debt Issuance. The District shall not issue Debt in excess of twenty million dollars (\$20,000,000).

10. Consolidation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City.

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

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

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

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

12. Dissolution. Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file a petition in the appropriate District Court for dissolution pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

13. Disclosure to Purchasers. The District will use reasonable efforts to assure that all developers of property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, fees, tolls and charges, and all other legally available revenue.

14. Service Plan Amendment Requirement. Actions of the District which violate the limitations set forth in the Service Plan or this Agreement shall be deemed to be material modifications to the Service Plan and breaches of this Agreement and the City shall be entitled to all remedies available at law or in equity under State and local law.

15. Annual Report. The District shall be responsible for submitting an annual report to the City Attorney's office no later than August 1st of each year.

(a) Report Contents.

The annual report shall include information as applicable for the reporting year as follows:

- (i) Boundary changes made.
- (ii) Intergovernmental Agreements with other governmental entities, either entered into or terminated.
- (iii) Access information to obtain a copy of rules and regulations adopted by the Board.
- (iv) A summary of all litigation involving public improvements owned by the District.
- (v) The status of the construction of public improvements by the District.
- (vi) A list of all facilities or improvements constructed by the District that were conveyed or dedicated to the City.
- (vii) The final assessed valuation of the District as of December 31 of the reporting year.
- (viii) A copy of the current year's budget.
- (ix) A copy of the audited financial statements, if required by the "Colorado Local Government Audit Law", Part 6 of Article 1 of Title 29, or the application for exemption from audit, as applicable.
- (x) Notice of any uncured defaults existing for more than ninety (90) days under any Debt instrument of the District.

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

16. Maximum Debt Mill Levy. The “Maximum Debt Mill Levy” shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, as set forth below:

(a) The Maximum Debt Mill Levy shall be fifty (50) mills; subject to the Mill Levy Adjustment (as that term is defined in the Service Plan).

(b) To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term “District” as used herein shall be deemed to refer to the District and to each subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

17. Debt Repayment Sources. The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the District’s discretion, these may include the power to assess fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(I), C.R.S., as amended from time to time, as well as any and all other legally available revenue subject to the limitation in Section V.A.9 of the Service Plan.

18. Debt Instrument Disclosure Requirement. In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District. Similar language describing the limitations in respect to the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

19. Security for Debt. Approval of the Service Plan and this Agreement shall not be construed as a guarantee by the City of payment of any of the District’s obligations, nor shall anything in the Service Plan or this Agreement be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

20. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier

the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

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

29. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

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

31. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOR INTERGOVERNMENTAL AGREEMENT]

WESTERN SLOPE
METROPOLITAN DISTRICT

By: Mark L. Zilberg
President

Attest:

Daniel Nichols
Secretary

CITY OF GRAND JUNCTION,
COLORADO

By: [Signature]
President of the City Council



By: Amy Phillips
Its: City Clerk

APPROVED AS TO FORM: [Signature]